

CITY COUNCIL REGULAR MEETING WITH A WORKSHOP ON 3+1 AT 6:15 PM

Thursday, September 04, 2025 at 7:00 PM

AGENDA

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AGENDA

CITY COUNCIL REGULAR MEETING

CITY HALL COUNCIL CHAMBERS / 7:00 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

Workshop on 3+1 to be held in the Council Chambers on September 4th starting at 6:15 PM

Zoom call-in instructions used for all public meetings:

Zoom call-in:1-719-359-4580, Meeting ID: 920 - 483 - 0473, Passcode:99576
Phone access is more stable than video access. If the Zoom meeting freezes or drops, video access will be limited.

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
APPROVAL OF MINUTES

Minutes from 05.01.2025 City Council Regular Meeting

Minutes from 05.28.2025 BOE Meeting/ Hearing

Minutes from 05.29.2025 BOE Meeting/ Hearing

Minutes from 06.05.2025 BOE Meeting/ Hearing

Minutes from 06.05.2025 City Council Regular Meeting

Minutes from 06.12.2025 City Council Special Meeting

Minutes from 06.19.2025 City Council Regular Meeting

Minutes from 07.31.2025 City Council Special Meeting

Minutes from 08.7.2025 City Council Regular Meeting

APPROVAL OF CONSENT AGENDA
APPROVAL OF AGENDA
STAFF REPORTS

Strategic Plan Report

City Manager and Staff Reports

Standing Committee Reports

Finance and Budget Minutes from 05/17/2025 & 03/12/2025

Planning Commissions Minutes from 05/22/2025, 04/16/2025 & 01/08/2025

Port Advisory Committee Minutes from 02/21/2025

Library Advisory Committee Minutes from 03/18/2025

Citizen Committee Appointments

PUBLIC HEARINGS

CITIZEN'S COMMENTS (Prior Notice or Agenda Items)

ORDINANCES AND RESOLUTIONS

Resolution No. 2025-26: Personnel Policy Update, Juneteenth Holiday

Resolution No. 2025-29: Authorizes the Administration to negotiate a lease with GCI

Resolution No. 2025-28 Discontinue "Mayor's Sale" and replace with "Public Purchase"

Resolution No. 2025-33 Support Arctic Tern Application

Resolution No. 2025-35 Grader Procurement Waiver

Resolution No. 2025-32 Enter into a capital lease to finance the purchase of a new Caterpillar

Model 160M Grader

Resolution No. 2025-34 Senior Center Staffing Adjustment

Resolution No. 2025-36 Adopt Investment Policy

Resolution No. 2025-37 Assessor Contract

Resolution No. 2025-40 for Union Local 71 Contract

UNFINISHED BUSINESS

Acting City Manager Mentorship with Hladick

RFP for Manager Selection- discussion

NEW BUSINESS

Set a Date for a workshop on Property Tax Assessments and Exemptions

Set a Date for Public Outreach Committee Meeting

CITIZEN'S DISCUSSION (Open to the Public)

COUNCIL COMMENTS

MAYOR'S COMMENTS

ADJOURNMENT

File Attachments for Item:

Minutes from 05.01.2025 City Council Regular Meeting
Minutes from 05.28.2025 BOE Meeting/ Hearing
Minutes from 05.29.2025 BOE Meeting/ Hearing
Minutes from 06.05.2025 BOE Meeting/ Hearing
Minutes from 06.05.2025 City Council Regular Meeting
Minutes from 06.12.2025 City Council Special Meeting
Minutes from 06.19.2025 City Council Regular Meeting
Minutes from 07.31.2025 City Council Special Meeting
Minutes from 08.7.2025 City Council Regular Meeting
Minutes from 08.7.2025 City Council Regular Meeting



CITY COUNCIL REGULAR MEETING

Thursday, May 01, 2025 at 7:00 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AMENDED AGENDA

CITY COUNCIL REGULAR MEETING

CITY HALL COUNCIL CHAMBERS / 7:00 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

(AMENDMENT: RESOLUTION 2025-05, Choosing dates for Special Meetings over the next six weeks and reports from lobbyists were added.)

Call to Order

Mayor Ruby called the meeting to order at 7:02 PM.

Roll Call

- Present: Michael Bennett, Steven Carriere, Curt Armstrong, Kaleb Westfall, Mayor Alice Ruby
- Absent (Excused): Kevin McCambly, Bertram Luckhurst
- Quorum established (4 present).

Pledge of Allegiance

Pledge of Allegiance was recited.

Approval of Minutes

Approval of minutes deferred; none presented for review.

Approval of Consent Agenda

None presented.

Approval of Agenda

Amended Agenda: Added Resolution 2025-05 (Grandma's House reversion) and lobbyist reports.

- Motion: Approve amended agenda.
 - o Moved by Kaleb Westfall, seconded by Steven Carriere.
 - Vote: Motion passed unanimously.

Staff Reports

There were no additions to the City Manager's report.

Citizen Committee Appointments

No appointments were made.

Public Hearings

There were no public hearings scheduled.

Citizen Comments on Agenda Items

- Thomas Tilden:
 - Supported transfer of "Grandma's House" to the Curyung Tribal Council.
 - Recommended modernizing DMV operations, including automated services and passport processing.

Ordinances and Resolutions

Resolution 2025-08 – Authorizing foreclosure proceedings on delinquent property taxes (2020–2024).

- Moved by Steven Carriere, seconded by Curt Armstrong.
- Vote: Passed unanimously.

Resolution 2025-17 - Awarding a contract for the delivery of fuel.

- Moved by Steven Carriere, seconded by [seconder per clerk's record].
- Vote: Passed unanimously.

Resolution 2025-18 - Authorizing participation in the Alaska Public Risk Alliance.

- Moved by Kaleb Westfall, seconded by Curt Armstrong.
- · Vote: Passed unanimously.

Resolution 2025-05 – Memorializing reversion of a portion of Block 5, U.S. Survey 2732 ("Grandma's House").

- Moved by Steven Carriere, seconded by Curt Armstrong.
- Vote: Passed unanimously.

Unfinished Business

none

New Business

- · Confirmed schedule for upcoming Board of Equalization hearings.
 - Clerk directed to post hearing dates.

Selected special meeting dates for the next six weeks, including budget and finance workshops.

Clerk directed to post schedule.

Citizen Discussion (Open to the Public)

Thomas Tilden:

- Requested council meetings be livestreamed.
- Suggested card-swipe system at landfill.
- Requested grading of potholes.
- Recommended harbor infrastructure improvements, citing Cordova as a model.

Executive Session

No executive session was held.

Council Comments

Mayor Ruby:

- Will work with Michael Bennett on resolutions for DMV ZTAG improvements.
- Proposed additional contribution of \$322,222 to Dillingham City Schools for student activities.

Steven Carriere:

Commended Administration and Finance & Budget Committee for budget preparation.

Mayor's Comments

• Mayor Ruby thanked the council members who participated in the recent workshop facilitated by Bill Dann.

Adjournment

• The meeting was adjourned by Mayor Ruby at 8:20 PM.

ATTEST:	
Abigail Flynn, Acting City Clerk	
[SEAL]	



BOE MEETING / HEARING

Wednesday, May 28, 2025 at 5:30 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AMENDMENT III: BOARD OF EQUALIZATION MEETING

CITY HALL COUNCIL CHAMBERS / 5:30 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

Call to Order

Mayor Ruby called the meeting to order.

Roll Call

Present: Mayor Alice Ruby (Chair), Kaleb Westfall, Curt Armstrong, Steve Carriere

Absent: Michael Bennett

Approval of Minutes

Board of Equalization Meeting/Hearing - May 14, 2025

Motion to approve: Steve Carriere Seconded by: Kaleb Westfall Vote: Unanimous approval Result: Motion carried

Approval of Agenda

Amendments:

- Move RP25-10 through RP25-15 and RP25-73 to the settled list
- Add L-PP25-01 (Richard Murphy) and L-PP25-02 (Charli Most) to unsettled personal property appeals

Motion to approve as amended: Seconded by Steve Carriere

Vote: Unanimous approval **Result:** Motion carried

Assessor's Comments

Assessor Arne stated most appeals were from non-responsive appellants. He confirmed outreach attempts and noted the need for annual boat surveys.

Late Appeals for Consideration

None

APPEALS FOR CONSIDERATION

Personal Property

Settled Personal Property Appeals

DD05-04	D :: 1 :	PP25-28	Andrey Z. Basargin
PP25-01	David Jamieson	PP25-31	Minh Pham
PP25-03	Chris Bourgeios	PP25-34	Ivan Gumlickpuk
PP25-08	Andrew Wassillie	PP25-35	Sea Q Inc Property
PP25-09	Frank Gloko	PP25-37	Gudmundson Thor
PP25-10	Verner Wilson	PP25-38	Ivan A. Kalugin
PP25-11	David Jimmy Jr	PP25-39	Daniel I Basargin
PP25-12	Charles Mincher	PP25-40	Herman Nelson Jr.
PP25-13	Phil Gauthier	PP25-41	Antonio V. Arena
PP25-14	Richard Murphy Jr	PP25-43	Robert Heyano
PP25-15	Thomas Toyukak	PP25-44	Ray Thorson
PP25-16	Macaelin Flensburg	PP25-45	Robert Heyano
PP25-17	Levi Rollman	PP25-46	Bert Luckhurst
PP25-18	Justin Gumlickpuk	PP25-47	Ray and Tom Thorson
PP25-19	Allison O'Brien	PP25-48	William and Lucille Johnson
PP25-20	Jonathan J. Larson	PP25-49	William and Lucille Johnson
PP25-21	Isaacs 100225	PP25-51	Todd Palin (Blanche Kallstrom)
PP25-22	Antler Aviation	PP25-53	Norman J. Heyano
PP25-23	Leo Jennings	PP25-54	Todd Palin (Blanche Kallstrom)
PP25-24	Alaska West Supply	PP25-60	Max Martin `
PP25-25	Kerry Stout	PP25-61	Jon Broderick
PP25-26	Auram Kalugin	L-PP25-03	Hugh Schroeder
PP25-27	Gregory Basargin		_

Unsettled Personal Property Appeals Hearings

Case No.	Appellant	Action	Result	Vote	Motion By	Reason
PP25- 02	Aaron Cexton	Approved at \$25,000	Approved	Unanimous	Steve Carriere	Appraisal submitted, appellant absent
PP25- 04	Terence Gamechuck	Approved	Approved	Unanimous	Steve Carriere	Vessel verified stored outside Dillingham
PP25- 05	Megan Gervais	Denied	Denied	Unanimous	Steve Carriere	No new evidence; issue from prior tax year
PP25- 06	William Bousley Jr.	Denied	Denied	Unanimous	Steve Carriere	No information provided by appellant

PP25- 07	Jennifer Berlin	Approved	Approved	Unanimous	Steve Carriere	Vessel sold; confirmed via bill of sale
PP25- 29	Frank Woods	Denied	Denied	Unanimous	Kaleb Westfall	Commercial vessel not eligible for waiver
PP25- 30	Paradise Logistics LLC	Denied	Denied	Unanimous	Steve Carriere	Same reason as PP25-29
PP25- 32	Frank Woods	Approved (set to \$0)	Approved	Unanimous	Kaleb Westfall	Vessel declared total loss by insurer
PP25- 33	Edward Kapatoc	Approved	Approved	Unanimous	Steve Carriere	Vessel sold, verified

Personal Property Appeals Withdrawn or Outside BOE Scope

PP25-42 (City-owned), PP25-36 and PP25-50 (not appeals)

Real Property

Settled Real Property Appeals

RP25-02	Albert & Brandy Giordano	RP25-26	Bertram & Crystal Nixon-Luckurst
RP25-04	Judy Gonsalves, Layland	RP25-27	Bertram & Crystal Nixon-Luckurst
RP25-06	Teresa Seybert Gorden & Susan Isaacs Gorden & Susan Isaacs Gorden & Susan Isaacs Gorden & Susan Isaacs	RP25-28	Tyke and Laetitia Olson
RP25-10		RP25-30	Marie Tennyson
RP25-11		RP25-32	Katherine Carscallen
RP25-12		RP25-34	Richard Asher, Barbara Asher
RP25-13		RP25-35	William A.& Lucille Johnson
RP25-14	Gorden & Susan Isaacs	RP25-63	Lila B. Tibbs-Residence Lila B. Tubbs-Apartments Clifford Tubbs Sean N Carlos Covenant Concepts Ministry
RP25-15	Gorden & Susan Isaacs	RP25-64	
RP25-16	Daniel P. Wiard	RP25-65	
RP25-17	Daniel P. Wiard	RP25-66	
RP25-18	Daniel P. Wiard	RP25-67	
RP25-19	William P. Bauer III	RP25-68	Lena & August Flensburg Ryan & Amanda Luiten Connor Downey & Tiffany
RP25-20	Neal Bennett	RP25-69	
RP25-21	Cynthia R Valenty	RP25-73	
RP25-23 Nelson	Ethel J Nelson & Estate of George L.	Bennett RP25-76	David McGill/Theresa Muhic
RP25-24 RP25-25	Bertram & Crystal Nixon-Luckurst Bertram & Crystal Nixon-Luckurst	RP25-76 RP25-77 RP25-78	Susan Flensburg Neal Bennett

Unsettled Real Property Appeals

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RP25-01 RP25-03 RP25-07	Thomas Woods Elias and Brenda Akelkok Keilyn Carlos	RP25-09 RP25-29 RP25-36 RP25-37	Alvin D. Heyano and Karen L. Shelden Jonathan Hobson Alice Fox / Estate of Sharon Woods
RP25-38	Blanche Kallstrom	RP25-51	Blanche Kallstrom
RP25-39	Blanche Kallstrom	RP25-52	Blanche Kallstrom
RP25-40	Blanche Kallstrom	RP25-53	Blanche Kallstrom
RP25-41	Blanche Kallstrom	RP25-54	Blanche Kallstrom
RP25-42	Blanche Kallstrom	RP25-55	Blanche Kallstrom
RP25-43	Blanche Kallstrom	RP25-56	Blanche Kallstrom
RP25-44	Blanche Kallstrom	RP25-57	Blanche Kallstrom
RP25-45	Blanche Kallstrom	RP25-58	Blanche Kallstrom
RP25-46	Blanche Kallstrom	RP25-59	Blanche Kallstrom
RP25-47	Blanche Kallstrom	RP25-60	Blanche Kallstrom
RP25-48	Blanche Kallstrom	RP25-61	Blanche Kallstrom
RP25-49	Blanche Kallstrom	RP25-62	Blanche Kallstrom
RP25-50	Blanche Kallstrom		
RP25-70 RP25-71 RP25-72	Hugh I Schroeder Nicholas and Erika Tweet Nick Christensen, Jr.	RP25-79	Matt VanDeventer
RP25-74	Michael & Katheryn Bennett		
RP25-XX	HIS RENTALS Hugh I Schroeder (the	numbering was	s off for this one)

Outside of the Scope of the BOE:

RP25-05 Ekuk Village Council

RP25-31 Ekuk Village Council

Late Appeals approved to be heard-

L-RP25-XX Vivian Braswell - still waiting for this appeal to be turned in

L-RP25-01 Hugh I Schroeder

Unsettled Real Property Appeals

Case	Appellant	Action	Result	Vote	Final Value	Motion	Reason
No.					value	Ву	Condition of
							home justified
RP25-	Thomas					Steve	lower building
01	Woods	Approved	Approved	Unanimous	\$94,400	Carriere	value
							Condition-based
	Elias &						adjustment
RP25-	Brenda					Steve	recommended by
03	Akelkok	Approved	Approved	Unanimous	\$196,900	Carriere	assessor

RP25-	Kaikus		Ammoyod	Yes – Carriere, Armstrong; No –	\$409,300	Steve	Recent purchase
07	Keilyn Carlos	Denied	Approved to Deny	Westfall	(no change)	Carriere	price supported current valuation
RP25- 09	Alvin Heyano & Karen Shelden	Denied	Approved to Deny	Yes – Carriere, Armstrong; No- Westfall	\$259,100 (no change)	Steve Carriere	Comparable sales supported current valuation
RP25- 29	Jonathan Hobson	Denied	Approved to Deny	Unanimous	\$190,300 (no change)	Kaleb Westfall	Recent purchase price consistent with assessment
RP25- 36	Alice Fox Estate	Approved	Approved	Unanimous	\$104,700	Steve Carriere	Condition issues warranted reduced value
RP25- 37	Sharon Woods	Approved	Approved	Unanimous	\$145,500	Steve Carriere	Adjustment to building value based on condition
RP25- 70	Hugh Schroeder	Denied	Approved to Deny	Unanimous	\$47,900 (no change)	Steve Carriere	Misunderstanding of assessment vs. tax cap
RP25- 71	Nicholas & Erika Tweet	Approved	Approved	Unanimous	\$499,900	Steve Carriere	Depreciation adjustment applied
RP25- 72	Nick Christensen Jr.	Denied	Approved to Deny	Unanimous	Not applicable	Steve Carriere	Only one exemption allowed (senior or veteran)
RP25- 74	Michael & Katheryn Bennett	Denied	Approved to Deny	Unanimous	Not adjusted	Steve Carriere	Purchase price exceeded assessed value
L- RP25- 01	Hugh Schroeder	Denied	Approved to Deny	Unanimous	Not adjusted	Steve Carriere	Misunderstanding of increase vs. tax limitation

Other Board Actions

Note: Appeals from Ekuk Village Council (RP25-05, RP25-31) referred to City Attorney for determination on tribal tax status. Deeds Checked by Assessor, Not restricted status and they are Fee Simple

Board Motions

Motion to accept all settled appeals: By Steve Carriere, Seconded by Kaleb Westfall, **Motion passed unanimously.**

Next Meeting

Scheduled for Thursday, May 29, 2025 at 5:30 PM to continue hearing RP25-38 through RP25-62 (Kallstrom appeals).

Date Approved

BOE Meeting / Hearing

Dillingham AK

Abigail Flynn, Acting City Clerk

May 28, 2025



BOE MEETING / HEARING (CONTINUED FROM MAY 28TH IF UNFINISHED.)

Thursday, May 29, 2025 at 5:30 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

BOARD OF EQUALIZATION MEETING

CITY HALL COUNCIL CHAMBERS / 5:30 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

CALL TO ORDER Mayor Alice Ruby called the meeting to order at 5:32 PM.

ROLL CALL by the Clerk

Present:

Mayor Alice Ruby (Chair)

Curt Armstrong

Kaleb Westfall

Michael Bennett

Absent:

Steve Carriere (Excused)

APPROVAL OF AGENDA

Motion: To approve the agenda as presented

Motion by: Michael Bennett Vote: Unanimous

Seconded by: Kaleb Westfall Result: Motion carried

ASSESSOR'S COMMENTS

Assessor Arne reported no updates since the prior day. He reiterated plans for a full property review in 2025 and addressed specific appeal-related questions during the meeting. Notable discussion included the valuation of a burned structure (RP25-45) and the methodology used for salvage/improvement value.

APPEALS FOR CONSIDERATION

Personal Property (all Personal Property Appeals are settled)

Real Property Appeals Hearings

Appeals Not Settled

Case No.	Appellant	Action	Final Value	Vote
RP25- 38	Blanche Kalstrom	Approved	\$11,100	Unanimous
RP25- 39	Blanche Kalstrom	Approved	\$11,000	Unanimous
RP25- 40-62	Blanche Kalstrom	Withdrawn by Appellant, Assessor's Recommendations Accepted by BOE	Various	Unanimous (Block Vote)
RP25- 49	Blanche Kalstrom	Clarification only – No vote	\$753,200 (\$150,000 exemption applied)	N/A

- **James Stanford** (representing Blanche Kalstrom): Participated in multiple appeals, agreed with assessor recommendations, and withdrew remaining appeals except RP25-49 (clarification). Complimented the board on the professional conduct of the meeting.
- Kaleb Westfall: Questioned RP25-45 assessment of burned structure

MOTION TO ACCEPT ALL REMAINING KALSTROM APPEALS AS WITHDRAWN AND APPROVE ASSESSOR RECOMMENDATIONS

Motion by: Michael Bennett Seconded by: Kaleb Westfall

Vote: Unanimous Result: Motion carried

OTHER BUSINESS & STAFF FOLLOW-UP

- · Complete citywide property review planned by assessor
- Explore grants for intern assessors
- Continue vessel inventory efforts (noted need for photos and tax status verification)
- Clerk to prepare certified tax roll for Council by June 15

CITIZEN DISCUSSION (Prior Notice or Agenda Items)

COMMITTEE COMMENTS

- **Kaleb Westfall**: Recommended process improvements including use of maps in appeal packets.
- Michael Bennett: Expressed hope for fewer appeals in the future.
- Curt Armstrong: Thanked substitute members for filling in.
- **Mayor Alice Ruby**: Recommended future BOE orientation sessions and improvements to appeal documentation.
- **Assessor Arne**: Explained methodology and exemptions; noted need for intern assistance; thanked Clerk Abigail.

ADJOURNMENT Meeting adjourned by Chair Alice Ruby at 6:29 PM.

	Alice Ruby, Mayor	
		[SEAL]
ATTEST:		
Abigail Flynn, Acting City Clerk		

Dillingham AK BOE Meeting / Hearing (continued from May 28th if unfinished.)

Date of Approval:

May 29, 2025



BOE MEETING / HEARING

Thursday, June 05, 2025 at 6:30 PM

MINUTES

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MEETING INFORMATION

BOARD OF EQUALIZATION MEETING

CITY HALL COUNCIL CHAMBERS / 6:30 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

CALL TO ORDER

ROLL CALL by the Mayor at 6:31 PM

Councilmembers Present: Bennett, Carriere, Armstrong, Westfall. Mayor Ruby was there and chaired the meeting.

APPROVAL OF AGENDA- Motion Made by Councilmember Carriere, Seconded by C. Armstrong.

Vote was unanimous, no discussion. Motion carried.

ASSESSOR'S COMMENTS -None as the assessor did not attend, the Clerk explained the settled appeals.

APPEALS FOR CONSIDERATION-

Personal Property

Settled Appeals

- 1. PP25-62 O'Connor: Issue: Airplane assessed as operational was in fact a parts plane.
- Evidence: Telephonic agreement from appellant with assessor's recommendation (9:25 AM).
- Motion to accept the appeal and set the value at the assessment recommended by the assessor: Steve Carriere
- Second: Curt Armstrong
- Vote: Unanimous approval (5–0)
- Motion carried: Outcome: Appeal approved; value reduced.
- 2. PP25-36 Strub (the updated 2025 tax roll shows that this entry was corrected to show the current owner but it did not appear on the agenda at the previous BOE meeting. For transparency, it is included here.) Issue: Ownership correction of a boat from Robert to Chris Strub based on a 2023 bill of sale.
- Evidence: Bill of sale provided; assessor corrected the tax roll.

- Motion to accept the appeal with corrected ownership: Steve Carriere
- Second: Kaleb Westfall
- Vote: Unanimous approval (5–0)
- Motion carried: Outcome: Appeal approved; owner corrected.

For the next three Appeals: Previously accepted at a prior BOE meeting but listed on this agenda for transparency purposes. No action required.

- 3. PP25-52 VanDeventer (already accepted at a previous BOE meeting but accidentally left off the list of names in the previous BOE agenda so for meeting transparency, it is also included here.)
- 4. L-PP25-01 Murphy (already accepted at a previous BOE meeting but accidentally left off the list of names in the previous BOE agenda so for meeting transparency, it is also included here.)
- 5. L-PP25-02 Most (already accepted at a previous BOE meeting but accidentally left off the list of names in the previous BOE agenda so for meeting transparency, it is also included here.)

Real Property

Settled Appeals

Appeals Not Settled

CITIZEN DISCUSSION (Prior Notice or Agenda Items)

ADJOURNMENT at 6:38 PM by Mayor Ruby

Date of Approval:

COMMITTEE COMMENTS

Mayor Ruby noted that direction was given to the assessor in the previous meeting to improve clarity in the appeals process for future years.

[SEAL]

Abigail was acknowledged for her efforts in maintaining meeting consistency and documentation.

ATTEST:	
Abigail Flynn, Acting City Clerk	Alice Ruby, Mayor



CITY COUNCIL REGULAR MEETING

Thursday, June 05, 2025 at 7:00 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AGENDA

CITY COUNCIL REGULAR MEETING

CITY HALL COUNCIL CHAMBERS / 7:00 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

CALL TO ORDER

Meeting called to order at 7:00 p.m. by Mayor Alice Ruby.

ROLL CALL

- Present: Bertram Luckhurst, Michael Bennett, Steven Carriere, Curt Armstrong, Kaleb Westfall, Mayor Alice Ruby
- Absent (Excused): Kevin McCambly
- Quorum established (5 present).

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited.

APPROVAL OF MINUTES

Approval deferred; no minutes presented.

APPROVAL OF CONSENT AGENDA

None presented.

APPROVAL OF AGENDA

- Motion: Approve agenda.
 - Moved by Steven Carriere, seconded by Bertram Luckhurst.
 - Vote: Passed unanimously.

STAFF REPORTS

- City Manager Dan Decker announced that full staff reports would be provided at the June 12, 2025 meeting.
- Introduced Jack Savo, Jr. as the new Deputy City Manager.
 - o Mr. Savo briefly addressed the council and public.

CITIZEN COMMITTEE APPOINTMENTS

None.

PUBLIC HEARINGS

None scheduled.

CITIZEN COMMENTS (Agenda Items)

- LeeAnne Andrew Spoke in support of maintaining the library and senior center as essential community priorities.
- Simon Flynn Emphasized the cultural and historical importance of libraries and the value of supporting senior citizens.

ORDINANCES AND RESOLUTIONS

Ordinance 2025-01 – Introduction: FY 2026 City of Dillingham Budget

- Motion: Introduce Ordinance 2025-01.
 - Moved by Steven Carriere, seconded by Bertram Luckhurst.
 - o Vote:
 - Yes Luckhurst, Carriere, Armstrong
 - No Bennett, Westfall
 - Result: Motion failed (3–2). Four affirmative votes required for introduction.

Resolution 2025-20 – Establishing the Rate of Levy of Tax and Accepting Certification of the Tax Roll (CY 2025)

- Motion: Adopt Resolution 2025-20.
 - Moved by Steven Carriere, seconded by Kaleb Westfall.
- Amendment: Strike 10% penalty and 6% interest.
 - o Moved by Michael Bennett, seconded by Kaleb Westfall.
 - o Vote:
 - Yes Bennett, Westfall
 - No Luckhurst, Carriere, Armstrong
 - Result: Amendment failed (2–3).
- Vote on Main Motion (as introduced):
 - Yes Luckhurst, Carriere, Armstrong
 - No Bennett, Westfall
 - o Result: Motion failed (3–2). Four affirmative votes required for adoption.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None introduced.

CITIZEN DISCUSSION (Open to the Public)

No additional comments.

COUNCIL COMMENTS

None.

MAYOR'S COMMENTS

- Mayor Ruby expressed hope the council could reach consensus on the budget.
- Noted legal clarification would be provided on the tax levy and budget issues.
- Thanked the public for their attendance.

ADJOURNMENT

• Meeting adjourned at 7:14 p.m. by Mayor Ruby.

ATTEST:	
Abigail Flynn, Acting City Clerk	Date of Approval
[SEAL]	



CITY COUNCIL SPECIAL MEETING (AMENDED)

Thursday, June 12, 2025 at 5:30 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

Amended for time of meeting, type of meeting and content

CITY COUNCIL SPECIAL MEETING CITY HALL COUNCIL CHAMBERS / 5:30 p.m.

141 Main Street, Dillingham, AK 99576 (907) 842-5212

CALL TO ORDER

Meeting called to order at 5:30 p.m. by Mayor Alice Ruby.

ROLL CALL

- Present: Bertram Luckhurst, Steven Carriere, Curt Armstrong (via Zoom), Kaleb Westfall, Kevin McCambly, Mayor Alice Ruby
- Absent: Michael Bennett
- Quorum established (5 present).
- Note: Council Member Westfall left the meeting at 5:49 p.m.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited.

APPROVAL OF AGENDA

- Motion: Approve agenda.
 - Moved by Carriere, seconded by Westfall.
- Amendment 1: Reorder agenda items and include the Cosgrove Report and manager reports.
 - Proposed by Westfall.
 - Failed due to lack of a second.
- Amendment 2: Reorder ordinance and resolution; add Cosgrove Report under New Business.

- Moved by Westfall, seconded by McCambly.
- o Vote:
 - Yes Armstrong, Westfall, McCambly
 - No Luckhurst, Carriere
 - Result: Motion failed (3–2).
- Vote on Main Motion (Agenda Approval):
 - Yes Carriere, Armstrong, Luckhurst
 - No Westfall, McCambly
 - Absent Bennett (recorded as "no" per council procedure)
 - Result: Motion tied; Mayor Ruby cast tie-breaking vote in favor.
 - Outcome: Motion carried.
- Objection: Council Member Westfall formally objected and left the meeting at 5:49 p.m.

CITIZEN'S DISCUSSION (Agenda Items)

- Dan Boyd Asked if the public would be allowed to comment on the Cosgrove Report at a future meeting.
 - Mayor Ruby confirmed citizens may speak on any topic during Citizen's Discussion

SPECIAL BUSINESS

Ordinance 2025-01 – Motion to Rescind Introduction (FY2025 City Budget)

- Motion: Rescind previous introduction of Ordinance 2025-01.
 - Moved by Carriere, seconded by Luckhurst.
 - City Attorney Rob Palmer participated via Zoom to provide legal guidance.
 - o Vote:
 - Yes Carriere, Armstrong, Luckhurst
 - No McCambly
 - Absent Westfall, Bennett (recorded as "no")
 - Mayor Ruby voted Yes (tie-break).
 - Outcome: Motion carried.

Ordinance 2025-01 – Reintroduction (FY2025 City Budget)

- Motion: Reintroduce Ordinance 2025-01.
 - Moved by Carriere, seconded by Luckhurst.
 - Vote: Passed unanimously by the four members present.

Resolution 2025-19 – Establishing the Tax Levy Rate

- Motion: Adopt Resolution 2025-19.
 - Moved by Carriere, seconded by Armstrong.
 - Vote: Passed unanimously by the four members present.

COUNCIL COMMENTS

- McCambly Noted absence at previous meeting due to family loss and requested a moment of silence. Criticized the Cosgrove Report as a "waste of money" and "targeted."
- No other council comments.

MAYOR'S COMMENTS

- Acknowledged the difficulty of the meeting and broader challenges of the year.
- Announced intent to bring forward ethics and training recommendations in August.
- Requested a moment of silence in remembrance of community members lost since the last meeting.

ADJOURNMENT

Meeting adjourned at 6:06 p.m. by Mayor Ruby.

INFORMATIONAL ITEM

The Cosgrove Report was included in the packet for informational purposes.

ATTEST:		
Abigail Flynn, Acting City Clerk	Date of Approval	_
[SEAL]		



CITY COUNCIL REGULAR MEETING

Thursday, June 19, 2025 at 7:00 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AGENDA

CITY COUNCIL REGULAR MEETING

CITY HALL COUNCIL CHAMBERS / 7:00 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

CALL TO ORDER

Meeting called to order at 7:01 p.m. by Mayor Alice Ruby.

ROLL CALL

- Present: Bertram Luckhurst, Michael Bennett, Steven Carriere, Curt Armstrong, Kaleb Westfall, Kevin McCambly, Mayor Alice Ruby
- Absent: None
- Quorum established.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited.

APPROVAL OF MINUTES

- April 3, 2025 Regular Meeting Approved with correction to spelling of *Misa Webber's* name.
- April 28, April 17, April 10, and March 27, 2025 Special Meetings Approved as presented.

APPROVAL OF AGENDA

- Motion: Approve agenda.
 - Moved by Carriere, seconded by McCambly.
 - Vote: Yes Carriere, Armstrong, Luckhurst; No Bennett, Westfall, McCambly.
 - o Result: Tie 3–3; Mayor Ruby voted Yes to break tie.
 - Outcome: Motion carried.

STAFF REPORTS

- City Manager Dan Decker clarified rumors that the library, senior center, and museum were closing or relocating were false.
- Council discussion included:
 - Harbor repairs and lighting
 - Waste oil processing options
 - Port security improvements
- Staff will provide updates on:
 - Waste oil options
 - Water dispensing capacity at port
 - Harbor light utility easements

COMMITTEE REPORTS

- Standing committee reports presented for information.
- No citizen committee appointments.

PUBLIC HEARINGS

Ordinance 2025-01 – FY2026 City Budget (Public Hearing)

 Dan Boyd – Supported funding for Animal Control Officer training; expressed concern about budget cuts.

CITIZEN COMMENTS (Agenda Items)

None received.

ORDINANCES AND RESOLUTIONS

Ordinance 2025-01 – Adopt FY2026 Budget

- Motion: Adopt Ordinance 2025-01.
 - o Moved by Carriere, seconded by Armstrong.
- Amendment: Motion to table.
 - Moved by Westfall, seconded by Bennett.
 - Vote: Yes Bennett, Westfall, McCambly; No Carriere, Armstrong, Luckhurst.
 - Result: Tie 3–3; Mayor Ruby voted No to break tie. Amendment failed.
- Vote on Main Motion: Yes Carriere, Armstrong, Luckhurst; No Bennett, Westfall, McCambly.
 - o Result: Tie 3–3; Mayor Ruby voted Yes to break tie.
 - Outcome: Ordinance adopted.

Resolution 2025-21 – Approve Draft Organizational Chart

- Motion: Adopt Resolution 2025-21.
 - Moved by Carriere, seconded by Luckhurst.
 - o Discussion: Position consolidations; codifying deputy manager role.
 - Vote: Yes Carriere, Armstrong, Luckhurst; No Bennett, Westfall, McCambly.
 - Result: Tie 3–3; Mayor Ruby voted Yes to break tie.
 - Outcome: Resolution adopted.

Resolution 2025-22 – Recognize National Police Week

- Motion: Adopt Resolution 2025-22.
 - Moved by Carriere, seconded by Luckhurst.
 - Vote: Passed unanimously.

Resolution 2025-23 – Waive Bidding; Sole-Source Procurement with PND Engineers (Port Project)

- Motion: Adopt Resolution 2025-23.
 - Moved by Carriere, seconded by Luckhurst.
- Amendment: Motion to postpone.
 - Moved by McCambly, seconded by Bennett.
 - Vote: Yes Bennett, McCambly; No Carriere, Armstrong, Westfall, Luckhurst. Amendment failed.
- Vote on Main Motion: Yes Carriere, Armstrong, Westfall, McCambly, Luckhurst; No Bennett.
 - Outcome: Resolution adopted (5–1).

Resolution 2025-24 – Commendation for Brian Sifsof and SSS Transportation

- Motion: Adopt Resolution 2025-24.
 - o Moved by Carriere, seconded by Westfall.
 - Vote: Passed unanimously.
 - o Applause and positive council remarks recorded.

Resolution 2025-25 – Personnel Regulation Changes

- Motion: Adopt Resolution 2025-25.
 - Moved by Carriere, seconded by Armstrong.
- Amendment: Remove proposed changes to leave accrual rates.
 - Moved by McCambly, seconded by Bennett.
 - Vote: Yes Bennett, Westfall, McCambly; No Carriere, Armstrong, Luckhurst.
 - o Result: Tie 3-3; Mayor Ruby voted No to break tie. Amendment failed.
- Vote on Main Motion: Yes Carriere, Armstrong, Luckhurst; No Bennett, Westfall, McCambly.
 - Result: Tie 3–3; Mayor Ruby voted Yes to break tie.
 - Outcome: Resolution adopted.

UNFINISHED BUSINESS

None.

NEW BUSINESS

- Council recognized Sergeant Tanner Nickels and Animal Control Officer Jamal Romie for rescuing 19 dogs from a local property.
- Recognition was met with applause and standing ovation.

CITIZEN DISCUSSION (Open to the Public)

- Dan Dunaway Thanked council for adopting port project resolution.
- Gregg Marxmiller Advocated for continued support of library and senior center.
- Simon Flynn Thanked council for working together respectfully despite disagreements.

COUNCIL COMMENTS

- McCambly Encouraged exploring parking options near bike path; requested August discussion on converting "Grandma's House" into assisted living facility.
- Carriere and Bennett Urged public discernment in interpreting council comments

MAYOR'S COMMENTS

- Announced informal Parks & Recreation Committee meeting in August to discuss program needs.
- Noted upcoming training sessions based on the Cosgrove Report and Robert's Rules.
- Wished community a safe fishing season.
- Requested a moment of silence in remembrance of those lost.

ADJOURNMENT

• Meeting adjourned at 9:12 p.m. by Mayor Ruby.

ATTEST:	
Abigail Flynn, Acting City Clerk	Date Approved
[SEAL]	



CITY COUNCIL SPECIAL MEETING

Thursday, July 31, 2025 at 6:00 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

CITY COUNCIL SPECIAL MEETING CITY HALL COUNCIL CHAMBERS / 6:00 p.m.

141 Main Street, Dillingham, AK 99576 (907) 842-5212

CALL TO ORDER

ROLL CALL BY THE CLERK: THESE MEMBERS WERE PRESENT:

- Bertram Luckhurst, Council Member
- Michael Bennett, Council Member
- Steven Carriere, Council Member
 And Mayor Ruby was present

- Curt Armstrong, Council Member Via Zoom
- Kaleb Westfall, Council Member Via Zoom
- Kevin McCambly, Council Member

PLEDGE OF ALLEGIANCE

The pledge was recited.

APPROVAL OF AGENDA

MOTION: Steven Carriere moved to approve the agenda.

SECOND: Michael Bennett

ROLL CALL VOTE YEA: unanimous

MOTION PASSED

CITIZEN'S DISCUSSION (Prior Notice or Agenda Items)

No citizens provided comments.

SPECIAL BUSINESS

MOTION: Steven Carriere moved to enter Executive Session to discuss a personnel matter related to the City Manager with legal counsel.

SECOND: Michael Bennett

ROLL CALL VOTE Yea: Unanimous

MOTION PASSED

ENTERED EXECUTIVE SESSION at approximately 6:15 p.m.

 EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER RELATED TO THE CITY MANAGER (Council and Legal Council)

The following subjects may be discussed in an Executive Session, from which the public is excluded: DMC 2.09.050

Legal advice, specifically a candid discussion of facts and litigation risks with just Council members, the Mayor, and the City Attorneys.

Steve moved to come out of Executive Session at 7:10 PM. Bert Seconded. The vote was unanimous.

MOTION: Steven Carriere moved to enter Executive Session to discuss a personnel matter related to the City Manager.

SECOND: Kaleb Westfall

ROLL CALL VOTE Yea: Unanimous

MOTION PASSED

ENTERED EXECUTIVE SESSION at 7:19 p.m.

2. EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER RELATED TO THE CITY MANAGER (Council and City Manager)

The following subjects may be discussed in an Executive Session, from which the public is excluded: DMC 2.09.050

At the conclusion of the first topic, the Council will notify the City Manager if it intends to return to executive session to discuss subjects that tend to prejudice the reputation and character of any person, provided the City Manager may request a public discussion.

Motion to come out of executive session made by Steve. Seconded by Bert. Vote was unanimous among those present (Kaleb had dropped off). The Executive Session ended at 8:35 p.m.

NEXT STEPS

MOTION: Direct the city attorney to prepare two items for the next regular council meeting:

An addendum to the City Manager's contract (originally referred to as a probationary agreement).

A resolution for termination without cause.

MOTION MADE BY: Steve Carriere

SECOND: Curt Armstrong

DISCUSSION: Armstrong suggested revising the term "probationary" to "addendum."

City	Council	Special	Meeting

VOTE (Roll Call):

Armstrong – Yes Luckhurst – Yes

Westfall – Absent for vote Bennett – Yes

McCambly – Yes Carriere – Yes

MOTION PASSED

COUNCIL COMMENTS

Curt Armstrong: "No, I'm good. Thanks."

No other comments were offered.

MAYOR'S COMMENTS

Mayor Ruby thanked council members for their time and dedication, noting the council is handling a difficult situation with care and seriousness.

ADJOURNMENT

Meeting adjourned at 8:47 p.m.

ATTEST:	
Abigail Flynn, Acting City Clerk	
[SEAL]	



CITY COUNCIL REGULAR MEETING

Thursday, August 07, 2025 at 7:00 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AGENDA: AMENDMENT 1

CITY COUNCIL REGULAR MEETING

CITY HALL COUNCIL CHAMBERS / 7:00 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

Amended to add and subtract items from the originally published agenda.

CALL TO ORDER

Meeting called to order at 7:00 p.m. by Mayor Alice Ruby.

ROLL CALL

 Present: Michael Bennett, Steven Carriere, Curt Armstrong, Kaleb Westfall, Kevin McCambly, Alice Ruby (Mayor), Bertram Luckhurst (via Zoom).

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF MINUTES

- June 19, 2025 minutes were not included in the packet.
- Other minutes required corrections.
- Approval deferred to next meeting.

APPROVAL OF CONSENT AGENDA

None.

APPROVAL OF AGENDA

- Motion: Approve agenda. Moved by Steven Carriere, seconded by Curt Armstrong.
- Amendment: Remove and postpone:
 - Resolution 2025-26 (Personnel Policy Juneteenth Holiday)
 - Resolution 2025-28 (Change Mayor's Sale to online platform)
 - Resolution 2025-29 (Negotiate Lease Agreement with GCI)
 - Moved by Kevin McCambly, seconded by Michael Bennett.

- Vote: Passed unanimously.
- Vote on Amended Agenda: Passed unanimously.

STAFF REPORTS

Staff reports received; council Q&A regarding landfill bears/electric fence, AML lease, housing grant focus, harbor/utility easements, labor negotiations timeline, airport water line RFP, financial reports and cash position, internet/Zoom capability, signage, and litigation updates. No formal actions taken.

- Strategic Plan Report- no updates
- City Manager and Staff Reports-given
- Reports presented by City Manager and staff.
- Council Q&A covered:
 - o Landfill bears and electric fence installation
 - o AML lease status
 - Housing grant focus areas
 - Harbor and utility easements
 - Labor negotiations timeline
 - o Airport water line RFP
 - o Financial reports and cash position
 - Harbor cold storage and refrigeration projects
 - o Internet/Zoom capability and public access
 - Signage and litigation updates
- Standing Committee Reports- none

Citizen Committee Appointments-None.

CITIZEN'S COMMENTS (Prior Notice or Agenda Items)

- Craig Maines Opposed Resolution 2025-30; requested continued Zoom access.
- **Earl Robinson** Commented on city cash management.
- Alex Buholm Addressed cost of living and tax concerns.
- Laticia Swift Urged council to support community members and second chances.
- Gordon Isaacs Spoke on Resolutions 2025-30 and 2025-31; contract clause clarification.
- **Gayla Hoseth** Requested improved spill response planning, tribal coordination, and continuation of Zoom access.

ORDINANCES AND RESOLUTIONS

Resolution 2025-30: Terminate City Manager Contract, Without Cause:

Motion: Adopt Resolution 2025-30. Moved by Steven Carriere, seconded by Kaleb Westfall.

Amendment 1 – Strike Section 2 (Acting City Manager appointment).

- Votes:
 - Yes Bennett, Westfall, McCambly
 - No Armstrong, Luckhurst, Carriere
 - Mayor Ruby voted No (tie-break).
- Amendment failed.

Amendment 2 – Clarify Section 2 appointment is temporary until next special meeting.

- Votes:
 - Yes Bennett, Westfall, McCambly
 - o No Armstrong, Luckhurst, Carriere
 - Mayor Ruby voted Yes (tie-break).
- Amendment passed.

Final Vote on Resolution 2025-30 (as amended):

- Yes Bennett, Westfall, McCambly, Luckhurst, Carriere
- No Armstrong
- Motion passed 5–1.

Resolution 2025-31: Amendment to City Manager's Contract.

• No motion made. Resolution died on the floor.

UNFINISHED BUSINESS

None.

NEW BUSINESS

- Discuss Upcoming Committee Meetings: Calendar reviewed; staff to coordinate schedules. No formal action.
- iPads to Council: Devices available; two councilmembers declined. No formal action.

CITIZEN'S DISCUSSION (Open to the Public)

Additional public comments received. No action.

COUNCIL COMMENTS

- Motion: Re-establish Zoom access for public participation in Council meetings.
 - Moved by Michael Bennett, seconded by Kevin McCambly.
 - o Votes:
 - Yes Bennett, Westfall, McCambly, Luckhurst
 - No Armstrong, Carriere
 - Motion passed 4–2.

MAYOR'S COMMENTS

 Mayor to schedule a special meeting on August 14, 2025 to address interim manager process and next steps.

ADJOURNMENT

Meeting adjourned at 8:16 p.m.

ATTEST:			
		Date Approved:	
Acting City Clerk	[SEAL]		



CITY COUNCIL SPECIAL MEETING

Thursday, August 14, 2025 at 5:30 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION CITY COUNCIL SPECIAL MEETING CITY HALL COUNCIL CHAMBERS / 5:30 p.m.

141 Main Street, Dillingham, AK 99576 (907) 842-5212

And via zoom

CALL TO ORDER

Mayor Alice Ruby called the special meeting to order at 5:30 p.m.

ROLL CALL

- Present: Bertram Luckhurst, Michael Bennett, Steven Carriere, Curt Armstrong, Mayor Alice Ruby
- Absent: Kevin McCambly (excused traveling), Kaleb Westfall
- Quorum established (4 present).

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

- Motion: Approve agenda with open discussion for Items 2 and 3.
 - Moved by Michael Bennett, seconded by Steven Carriere.
 - Vote: Passed unanimously by voice vote

CITIZEN'S DISCUSSION (Prior Notice or Agenda Items)

- Mayor's Call: Mayor invited online participants to comment; none spoke.
- Dan Boyd Asked if a financial status report would be presented.
 - Mayor Ruby responded no report would be provided at this special meeting; Finance & Budget Committee meeting scheduled for next week.

SPECIAL BUSINESS

- 1) Report on Internet connection for Zoom access
 - Staff Report Deputy City Manager Jack outlined actions taken:

- Contacted Nushagak Cooperative (ISP) for speed and interaction tests.
- Worked with IT Specialist Kyle Johnson to adjust internal connection methods.
- Configured **dual-ISP system**: Starlink (primary) with Nushagak Cooperative (secondary failover).
- Factors affecting performance: building materials, Wi-Fi strength, wiring/equipment age (CAT5 cabling in use), Zoom platform settings.
- Acknowledgments: William Cheney, Michael Timmerman, Kyle Johnson, and Abigail Flynn for assistance.
- **Q&A**: Councilmember Carriere asked about cabling; Kyle Johnson confirmed CAT5 is in place, with further stress testing planned.
- Next Steps: Staff will continue monitoring and keep Zoom access open for council and committee meetings.
- 2) Process to Move Forward in City Manager Selection
 - Council discussed recruitment options and interim support, including:
 - o **Executive recruitment firm**: to actively source candidates.
 - Mentor/consultant: Engage a professional with municipal management experience (names mentioned: Chris Latic, Bill Dann) to support the Acting City Manager.
 - Materials requested: Jack's resume, references, and background check to be provided at next regular meeting.
 - Recruitment process: Council preferred reviewing proposals from headhunter firms and potential mentors at the next meeting.
 - Budget: Possible use of funds not allocated to former City Manager's salary.
 - RFP vs. direct proposals: Some members suggested formal RFPs; others preferred direct proposals for efficiency.
 - Council agreed staff will prepare proposals for headhunter services and mentor support for the **September regular meeting**.
- 3) Resolution No. 2025-32: Appoint Acting City Manager

Motion: Adopt Resolution No. 2025-32 appointing Jack as Acting City Manager.

- Moved by Steven Carriere, seconded by Bertram Luckhurst.
- **Disclosure**: Councilmember Curt Armstrong disclosed familial relationship (Jack is his nephew). Mayor determined no financial conflict of interest; participation allowed.
- Vote: Motion passed unanimously by voice vote.

COUNCIL COMMENTS

• Councilmembers thanked Jack for stepping into the Acting City Manager role, acknowledged the weight of responsibility, and expressed support moving forward.

MAYOR'S COMMENTS

- Mayor Ruby thanked staff, specifically **Abigail Flynn**, for meeting setup.
- Encouraged council and public to track upcoming committee meetings, noting the importance of restarting delayed committees.

• Announced she may be absent from some upcoming meetings but urged council to proceed as scheduled.

ADJOURNMENT

Mayor Alice Ruby adjourned the meeting at 6:06 p.m.

ATTEST:	
City Clerk	Date Approved
[SEAL]	

File Attachments for Item:

City Manager and Staff Reports

Mayor Alice Ruby

Acting City Manager Jack Savo Jr.



Dillingham City Council

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall Kevin McCambly

MEMORANDUM

Date: 08/28/2025

To: Dillingham City Council

From: Jack Savo Jr., Acting City Manager

Subject: City Manager Monthly Report August 2025

Upcoming Events:

09/10/25 Planning Commission 09/15/25 Finance and Budget 09/25/25 Friends of the Landfill 10/02/25 Regular Council Meeting

10/07/25 Election Day

RFP 2025-02 Airport Waterline Extension Update:

The Airport Waterline Extension RFP Schedule has changed. The initial intent to award was rescinded, a new schedule established, and a proposed award will be included in the October packet. Our attorneys were consulted and have been engaged in this effort. Following is an explanation of the issues that resulted in the change.

-Initial RFP Schedule

-RFP Issued	June 18,2025
-RFP Amendment 1 Issued	July 09,2025
-RFP Question Deadline	July 25,2025
-Proposal Due (4pm AKST)	July 31,2025
-Public Bid Opening (4pm AKST)	July 31,2025
-Shortlist Notification	August 07,2025
-Interviews	August 14,2025

-Scoring/Selection/Intent to Award/

Fee Proposal Request
-Fee Negotiations/Agreement
-Council Approval
-Notice to Proceed

August 15,2025
-August 21,2025
-September 04,2025
-September 09,2025

-Events that led to rescinding of Intent to Award Letter, Halt to RFP process and restart process at bid opening

City of Dillingham Page 1 of 4

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

-July 31,2025 @ 4PM Acting City Clerk asked former City Manager if any electronic responses were received prior to 4pm AKST. Answer received was no. -RFP schedule was followed as published.

-August 04,2025 RESPEC 2nd package arrived and was date stamped and returned. Even though it was received within 3 business days of closing it was returned because at that time we were told by then City Manager that no electronic copy of the proposal was received prior to July 31, 2025.

-August 13, 2025 @ 1PM AKST Acting City Manager receives access to Manager email.

-August 18,2025 PND written proposal received at city hall by Acting City Clerk, it was date stamped and returned unopened.

-August 22,2025 Acting City Manager received a call from Port Director Daniel Miller @ 1:56 PM notifying me of a conversation that he had with a PND representative. PND notified Daniel that they had received back a bid proposal unopened that they believe was submitted on time and all requirements to the RFP were met. As previously stated PND's written proposal was received at city hall August 18 date stamped and returned unopened. Forwarded email was received in Manager email account at 4:44pm, email was originally from PND stating why they believed they had met the requirements of the RFP. A follow-up phone conversation with Port Director occurred at 4:45pm to ensure I received the forwarded email.

-August 25,2025 Acting City Manager searched though Managers email and found the PND did in fact meet the submission requirements of the RFP. Email received July 31,2025 at 10:24 am email showed that it had previously been opened at some point. PND also sent an email August 5 notifying former City Manager that the hard copies were tracked delivered via AK airlines gold streak, email had been opened prior at some point also. Through these findings PND was in fact a responsive bidder.

-August 25,2025 Further search through email it was discovered the RESPEC second proposal was also received electronically to the former Managers email prior to the deadline. Electronic copy received via email July 30,2025 at 4:36 pm. Through these findings RESPEC was also found to be responsive.

-August 25,2025 Email was sent to Attorney to determine the next legal steps for this process.

-August 26,2025 Response from Attorney was to revert to the bid opening phase of the schedule and restart process there. Opening the two bids that were found to in fact be responsive.

-August 27,2025 9am., Team met to set a bid opening time and set an updated RFP schedule. Letter was drafted by Acting City Clerk notifying Bidders of Record that the RFP process would be halted and restarted at the bid opening process. A letter was drafted Rescinding Notice of Intent to Award.

-August 28,2025 signed copies of both documents emailed to the three bidders of record.

City of Dillingham Page 2 of 4

Updated RFP Schedule

-August 29,2025 Bid Opening

-September 02,2025 Shortlist Notification

-September 05,2025 Interviews

-September 10,2025 Scoring/Selection (am) Intent to Award/Fee Proposal (pm)

-September 17,2025 Fee Negotiations Meeting 1 (contract discussion) -September 19,2025 Fee Negotiations Meeting 2 (signed agreement)

-October 02,2025 Council Approval -October 03,2025 Notice to Proceed

NTS Grant FY26-FY28 applied for and awarded:

The grant that is an important part of the funding for the Senior Citizens Center was reduced. Following is additional information.

- -Award amount was \$44,486 which is \$25,514 less than the anticipated amount of \$70,000.
- -The award amount was reduced due to Kodiak Island's designation being changed from remote to rural. We are in the same region as Kodiak, so this changed our designation as well. The region's allocation was cut in half. The Alaska Commission on Aging makes these determinations.
- -Contact has been made with our State Representative and all known information has been forwarded. We are waiting for a response currently.
- -Staff are researching and working on alternatives to continue to serve meals and provide services.

Harbor Light Project:

The issues that appear to have been delaying the Harbor Light Project have been resolved. A meeting was held with Nushagak Cooperative to discuss routing, right of ways, and desired outcomes of project. Project will be proposed with two options. One option will be the repair of the harbor lights, and the second option will be a line extension as well as repair of harbor lights. Recognition to Nushagak CoOp's Utility Staking & Metering Technician and the City Planner for continuing to work diligently on this much needed repair/upgrade.

City Manager Seach:

As requested at the previous Council meeting, an RFP is being developed to solicit proposals from possible Executive Search Firms for the recruitment and selection of a City Manager. The RFP will be shared with the Council for information purposes.

Department Accomplishments:

- -All Departments have been busy with various tasks to help accomplish the City's mission, motivation is high, and communication lines are open.
- -Please see individual Department reports for accomplishments

City of Dillingham Page 3 of 4

Mayor Alice Ruby

Acting Manager Jack Savo



Dillingham City Council

Bertram Luckhurst
Michael Bennett
Steven Carriere
Curt Armstrong
Kaleb Westfall
Kevin McCambly

MEMORANDUM

Date: 08/19/2025

To: Jack Savo, Acting City Manager

From: Anita Foran, Finance Director

Subject: Council Report 09/04/2025

Acknowledgements and Recognitions:

July Statistics: As of date of report.

Cash Receipts: \$1,145,652.40

All Payments: \$1,679,459.68 (includes \$318,163.66 for 2 payrolls).

Council Considerations/Recommendations:

 Consideration is needed on how to fund the Harbor fund deficit. Dock FY25 balance is not large enough to contribute the Harbor. Will either go in a fund balance deficit or need general fund transfer to balance the fund.

Department Accomplishment and Opportunities:

Questica:

Final stages of implementation. Working with AccuFund and LMJ for final implementation.

Audit Update:

FY25 Audit – Testwork scheduled for the week of October 13, 2025. Final week scheduled for the week of December 1, 2025.

Department staffing:

Training is ongoing.

Property Tax:

Taxes staff is working with taxpayers and the assessors to address some outstanding concerns. Much progress has been made over the last few months. Work is being done now that will assist with the CY2026 tax roll.

City of Dillingham

Page 1 of 6

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

Collections:

Foreclosure 2020-2024 has been filed and approved by the court. Period of redemption has begun for twenty properties.

Past due utility collections is ongoing.

Grants:

NTS Grant FY26-FY28 was applied for and awarded at \$44,486.

All 4th guarter reports were finalized in July and August.

Budget:

FY26 Budget is implemented. With the finalization of Questica to be completed by end of August, will be able to begin budget revisions in September. Senior Center budget will need reviewed first to better align wages to match the job description.

FY27-FY28 creation will begin in conjunction with the FY26 budget revision.

Internal Controls:

- Review of the document has started.
- Payables review is first to be reviewed in full detail.

Other News:

- Appraiser Contract renew or bidding process will begin based on council direction.
- Auditor contract renew or bidding process will begin based on council direction.
- To support administration will assist with the review of all leases. First lease to be worked on is the GCI lease.

Upcoming Calendar Items:

- 15th of each month utility payments due; last day of month utility bills sent.
- November 1, 2025 Real Property and Personal Property tax payments are due. If the first half is paid by November 1, 2025 then the second half payment can be made on December 1, 2025. If at least the first half payment is not made by November 1, 2025 then a penalty is applied to the remaining balance of all taxes due.

Revenue and Expense Report – April through June 2025:

- Target percentage for June at 100%. Explanations are for those items above 120% or below 85% of the original budget. These are unaudited items and will have adjustments as the audit work is completed.
- Fund balance at this time will be a decrease of \$3,459,085. Original budget was for a decrease of 4,933,400.

- Remote sales tax reporting is at 139% and will continue to increase as the final reports are received.
- Gaming sales tax reports remain at 16%. With closure of Nushagak Classic and decrease in gaming revenues, do not expect this category to recover.
- Sales Tax penalty & interest is at 48%. Although this is below budget, this is a
 good sign that sales tax reports are being received timely. A review is ongoing
 and letters will be sent to those with sales tax reports missing.
- Real and personal property taxes are higher than expected at 103%. Penalty & Interest is high at 122%. Staff have completed the fix for the AccuFund error that elevated penalties and interest. The personal property tax is in the final stages. Any revenues collected in error have been applied to 2025 taxes or refunds are being issued to the customer.
- Telephone state tax is generally recorded during the audit process.
- Raw Fish tax was only 34% of the expected budgeted amount. Subject to audit reconciliation entry
- Shared Fisheries revenue was received at \$147,328 at a reduced amount of \$452,672.
- The PILT is \$17,418 higher than expected.
- Community Sharing revenue, subject to audit reconciliation entry.
- Jail Contract for FY2024 late payments received at \$231,663.51. FY25 payments received were 588,583.80. Expecting another payment of \$182,806.32 after the 4th guarter report is approved.
- DMV (Motor Vehicle Tax) fees are at 71%, subject to audit reconciliation entry.
- Ambulance fees are low at 61% and are subject to audit reconciliation entry.
- PERS Forfeiture fund exceeded expectations all year.
- Other Revenue is an increase of 27% due to increase in Alcohol sales tax, Patrol K-9 Grant of \$12,223.77, State MOA of \$23,200, increase in investment income of \$22,938, patrol fines increase of \$2,165 and receipt of litigation payment of \$32,297.

Special Revenues & Other Funds Revenue

- Water & Wastewater revenue budget was not met due to utility connection review having not been started.
- Asset Forfeiture investment revenue was higher than expected.
- Public Safety reward is newly added to reflect that this will maintain a fund balance. No expected revenue is planned.
- Senior Center non-grant is reduced due to two office spaces not being rented.
- Library grant revenue is less based on the OWL grant not being needed. No expenses so net difference is zero.
- SOA Bond Investments have had a higher return than expected at 122% and will require a budget revision.
- SOA had a payment that impacted the refund received in FY24 for the amount of \$22,882.
- Ambulance rental not expected to continue into FY25, contract has ended.

Transfers

- Water revenue, originally budgeted to need funds from Wastewater to balance, has exceeded expenses so no transfer is needed.
- Senior Center revenue has decreased which required an increase in transfer. Subject to audit reconciliation.
- Ambulance reserve is reduced due to reduction in ambulance fees received to date.
- Equipment replacement is at 118% due to an increase in the cost of shipping for new vehicles. Full expenditure is based on budget expectations and timing of the barge and will require budget revision.
- Capital projects: See Capital Fund Expenditures.
- Harbor transfers are reduced due to the Dock revenue being too low. There is a current deficit of Harbor \$80,759 (see fund balance support). Council Decision is needed to see if a transfer from the general fund will be done or if we allow the fund balance to go into a negative.

General Fund Expenditures

- City Council expenses are at 60% due to lobbying contracts going into effect January 2025 and travel expenses reduced.
- Administration expenses are reduced due to the Deputy CM position open most of the year and Grant writing position not filled.
- Legal expenses have exceeded budget due to several open cases and consultations of legal experts needed.
- Planning expenses are at 52% largely due to only using 18% of the contract/professional budget.
- Foreclosure budget was exceeded with the completion of one action and the start of a second foreclosure action. This brings the foreclosure process current.
- Patrol budget was reduced due to open positions at different points of the year. Overtime was increased due to shortages, but not at the same rate.
- Animal Control is at 70% as a result of reduced wages and benefits by not hiring a kennel technician.
- K-9 Unit was started.
- Fire Department Donation funds have only been spent at 27%. This is a balance created when the fire department checking account was absorbed by the city.
- Buildings & Grounds maintenance expense is at 66% which is impacting the budget to be at 71%. This is subject to audit reconciliation entry
- The shop budget is reduced due to open positions in the fiscal year and the subsequent reduced cost of equipment repairs.
- The streets budget is impacted by reduced due to open positions in the the fiscal year
- Grandma's House repairs were stopped due to discussions on what should be done with the building.
- Dillingham City School District payments have been made in full for the entire year.

City of Dillingham

Special Revenues & Other Funds Expenditures

- Water and Sewer expenditures are reduced due to contractual professional, chemicals and major equipment not being spent.
- Harbor expenses reduced due to equipment maintenance and Bulkhead\Ramp materials being reduced.
- No asset forfeiture funds have been spent.
- Had a final payout for the E911 duplication system of \$73,0551.60 in July that was not expected.
- Ambulance Reserve Funds are reduced due to volunteer stipends paid out every 6 months.
- Equipment replacement was higher due to shipping costs.

Grant and Bond Revenues/Expenditures

- The Lagoon Aeration project is completed, and payment of invoices are finalized which includes LGLR and SRF Loan. SRF Loan payments are pending closeout of loan. Several reports have been submitted, but approval has not been granted. This is subject to an audit reconciliation entry.
- SOA Department of Health grants closed out. Full grant is not expended.
- BBEDC invoicing is in FY26 and is subject to audit reconciliation entry.
- Remaining grants will be started in FY26.

Capital Project Revenues/Expenditures

- Snagpoint erosion project has not started due to no response to the RFP. A new RFP is being drafted. This has delayed the \$356,694 budgeted line item and will be moved to FY26.
- Architect work approved for the fire hall were added after budget was final \$27,000.
- The Lagoon Aeration expenses increased from \$12,000 budget to \$101,006 per change order approved by council.

Fund Balance Report:

- Report covers audited FY2016 through FY2024. FY2025 is unaudited and subject to many reconciliation entries.
- Fund balance has reduced as expected based on budget and the ability of staff to work on deferred maintenance and finish projects like the lagoon aeration.
- All fund balances that are negative will be reviewed for accuracy and reconciliation to remove the negative will be done in most cases.
- Fund balances will be reconciled and zeroed for the streets project and the firehall project.

Three+One Report:

City of Dillingham

- The cashVest report that we received gave the city a score of 49. This is not
 uncommon for municipalities that have started this program. Scores will improve
 once we are able to begin our investments in a tiered system to support liquidity.
 Plans are in place to begin a sweep account with our bank that will increase the
 rate of return on the funds invested with our checking account.
- Establish an investment policy that provides guidance to investments and what can be done to allow administration (manager and treasurer) to manage the investments in a quick and responsible manner. (See New Business)

			04/30/25		04/30/24		
	<u>Bu</u>	dget - FY25	YTD	<u>Percent</u>	YTD	<u> </u>	NC/(DEC)
General Fund Revenues							
General Sales Tax	\$	3,200,000	\$ 2,771,928	87%	\$ 2,310,868	\$	461,059
General Sales Tax - Remote		425,000	394,058	93%	331,273		
Alcohol Sales Tax		280,000	197,142	70%	212,139		(14,997)
Transient Lodging Sales Tax		150,000	104,200	69%	124,202		(20,002)
Gaming Sales Tax		45,000	7,096	16%	22,484		(15,388)
Tobacco Excise Tax		300,000	205,891	69%	223,358		(17,467)
Marijuana Excise Tax		90,000	71,114	79%	67,210		-
Business License		17,000	14,450	85%	15,975		-
Penalty & Interest - Sales Tax		17,000	6,582	39%	14,305		(7,723)
Total Sales Tax		4,524,000	3,772,461	83%	3,321,814		385,482
Real Property Tax		2,460,000	2,537,576	103%	2,474,896		62,679
Personal Property Tax		1,098,000	1,128,523	103%	567,152		561,371
Penalty & Interest - Property Tax		130,000	161,159	124%	130,093		31,067
Total Property Taxes		3,688,000	3,827,258	104%	3,172,141		655,117
Telephone Gross Receipts State Tax		70,000	_	0%	_		-
Shared Fisheries		600,000	147,328	25%	600,639		(453,311)
Raw Fish Tax		20,000	6,738	34%	-		6,738
Community Sharing		75,396	-	0%	103,711		(103,711)
Payment in Lieu of Taxes (PILT)		520,000	537,418	103%	522,976		14,442
State Jail Contract		720,000	271,828	38%	39,759		232,069
Motor Vehicle Tax		25,000	14,702	59%	16,450		(1,748)
Ambulance Fees		60,000	29,887	50%	38,436		(8,549)
Lease & Rental Income		35,000	9,240	26%	9,150		90
Admin Overhead		157,405	104,111	66%	130,456		(26,345)
PERS on Behalf		168,162	151,415	90%	75,935		75,480
PERS Forfeiture Fund		25,000	33,400	134%	38,943		(5,543)
Other Revenues		298,800	278,893	93%	262,061		16,833
Total		2,774,763	1,584,961	57%	1,838,516		(253,554)
Total		10,986,763	\$ 9,184,680	84%	\$ 8,332,471	\$	787,045
Special Revenue & Other Funds Revenue	<u> </u>						
Water		331,279	191,193	58%	185,854		5,338
Sewer		462,111	338,626	73%	360,909		(22,284)
Landfill		346,032	284,676	82%	268,230		16,446
Port - Dock		750,402	527,981	70%	734,900		(206,919)
Port - Harbor		157,912	38,537	24%	47,006		(8,469)
Asset Forfeiture Fund		500	608	122%	469		139
E-911 Service		67,000	55,894	83%	56,260		(367)
Public Safety Reward		-	-	0%	-		-

		04/30/25		04/30/24	
	Budget - FY25	<u>YTD</u>	<u>Percent</u>	YTD	INC/(DEC)
Senior Center (Non-Grant)	49,059	20,083	41%	17,876	2,208
Senior Center (Grant)	80,450	54,274	67%	74,978	(20,704)
Library (Grants)	38,578	29,880	77%	23,881	5,999
Debt Service - Bond Investments	80,000	89,625	112%	93,763	(4,138)
Debt Service - SOA Revenue	742,060	683,388	92%	670,398	12,990
Debt Services - Streets Refund	-	(22,882)		246,324	(269,206)
Mary Carlson Estate	21,000	16,360	78%	17,849	(1,489)
Ambulance Rental	14,400	4,800	33%	15,600	(10,800)
Total	\$ 3,140,783	\$ 2,313,043	74%	\$ 2,814,298	\$ (501,256)
Transfers					
From General Fund to Other Funds	402.000			2.002	(2,002)
Water	102,068	- 	700/	3,093	(3,093)
Landfill	662,724	516,275	78%	347,510	168,765
Senior Center	281,383	281,715	100%	142,708	139,007
Ambulance Reserve	50,000	23,910	48%	34,210	(10,300)
Equipment Replacement	220,000	259,498	118%	166,122	93,376
Capital Projects (Fund 7140)	368,694	128,006	35%	116,414	11,592
Landfill Closure (Fund 7150)	25,000	20,834	83%	-	20,834
Debt Service SRF Loans	51,461	51,461	100%	58,119	(6,658)
Debt Service Streets Bond	151,500	164,757	109%	-	164,757
Debt Service Firehall Bond	43,000	43,000	100%	44,000	(1,000)
Debt Service School Bond	318,440	302,987	95%	297,227	5,760
From Dock Fund to Harbor Funds	050 000	07.407	4.40/	100.007	(00.540)
Port - Harbor	258,263	37,427	14%	136,967	(99,540)
Port - Harbor - Ice Machine	-	-	00/	858	(858)
Port - Harbor - Bathhouse	13,470	-	0%	8,495	(8,495)
From Department to Department			= 0 .		-
Transfer from E911 to Dispatch	67,000	77,124	115%	50,905	-
Transfer from Carlson Estate to Library	4,000	3,334	83%	3,330	-
Transfer from Wastewater to Water	-	-	0%	-	-
Total	\$ 2,617,003	\$ 1,910,327	73%	\$ 1,409,958	\$ 474,146
Total Revenues & Transfers	\$ 16,744,549	\$ 13,408,050	80%	\$ 12,556,727	\$ 759,935

		<u>04/30/25</u>		04/30/24		
	Budget - FY25	<u>YTD</u>	<u>Percent</u>	YTD	<u>I</u> '	NC/(DEC)
EXPENDITURES:		· · · · · · · · · · · · · · · · · · ·				
General Fund Expenditures						
City Council	\$ 146,350	\$ 71,555	49%	\$ 79,196	\$	(7,641)
City Clerk	326,797	277,535	85%	138,109		139,426
Administration	771,879	349,228	45%	312,388		36,840
Finance	1,496,839	1,214,863	81%	1,043,933		170,930
Legal	125,000	154,129	123%	96,777		57,352
Insurance	328,100	336,968	103%	287,570		49,399
Planning	527,182	211,866	40%	219,461		(7,595)
Foreclosures	9,000	7,049	78%	53		6,996
IT	342,300	326,886	95%	199,951		126,935
Public Safety Administration	370,887	307,527	83%	174,783		132,744
Dispatch	745,231	674,280	90%	509,054		165,226
Patrol	1,597,624	959,102	60%	882,199		76,903
Corrections	773,407	655,211	85%	599,279		55,932
DMV	86,804	74,332	86%	70,375		3,957
Animal Control Officer	187,282	108,409	58%	118,248		(9,839)
K-9 Unit	0	5,087	0%	0		5,087
Fire	776,570	596,872	77%	377,504		219,367
Fire Department Donation	10,000	1,601	16%	4,740		(3,139)
Public Works Administration	499,835	347,566	70%	155,946		191,619
Building and Grounds	1,229,345	721,845	59%	338,199		383,646
Shop	743,197	326,892	44%	492,188		(165,296)
Street	738,528	402,708	55%	473,758		(71,050)
Library	255,972	218,446	85%	152,539		65,907
Grandma's House	73,961	41,904	57%	43,716		
City School	1,702,000	1,700,521	100%	1,701,496		(975)
Transfers to Other Funds	 2,147,202	1,771,608	83%	1,206,691		564,917
Total	\$ 16,011,292	\$ 11,863,988	74%	\$ 9,678,151	\$	2,187,649

			<u>04/30/25</u>		04/30/24	
	<u>B</u>	udget - FY25	<u>YTD</u>	<u>Percent</u>	<u>YTD</u>	INC/(DEC)
Special Revenue Funds Expenditures						
Water		331,279	165,239	50%	188,890	(23,651)
Sewer		539,468	230,641	43%	242,168	(11,527)
Landfill		1,008,756	765,599	76%	615,474	150,125
Port - Dock		840,229	527,981	63%	734,900	(206,919)
Port - Harbor		428,545	231,971	54%	243,181	(11,210)
Asset Forfeiture Fund		500	-	0%	-	-
E-911 Service		67,000	150,176	224%	50,905	99,271
Public Safety Reward		-	-	0%	-	-
Senior Center (Non-Grant)		330,469	300,093	91%	161,159	138,934
Senior Center (Grant)		80,423	62,362	78%	90,648	(28,287)
Library (Grants)		38,578	30,292	79%	34,260	(3,968)
Mary Carlson Estate		6,255	5,749	92%	5,063	686
Ambulance Reserve Fund		20,000	3,800	19%	4,880	(1,080)
Debt Service SRF Loans		51,461	51,461	100%	58,119	(6,658)
Debt Service School Bond		1,060,500	986,375	93%	967,625	18,750
Debt Service Firehall Bond		43,000	43,000	100%	44,000	(1,000)
Debt Service Streets Bond		231,500	231,500	100%	231,750	(250)
Equipment Replacement		220,000	247,401	112%	166,122	81,279
Total	\$	5,297,963	\$ 4,033,639	76%	,,	\$ 194,496
	\$	21,309,255	\$ 15,897,628	<u>75%</u>	\$ 13,517,295	\$ 2,382,145
Net Increase (Decrease) to Fund Balance	ces \$	(4,564,706)	\$ (2,489,577)	•	\$ (960,567)	\$ (1,622,210)
,					. , , , , , ,	. , , ,

		<u>04/30/25</u>		<u>04/30/24</u>	
	Budget - FY25	<u>YTD</u>	<u>Percent</u>	<u>YTD</u>	INC/(DEC)
Grant & Bond Revenues					
SOA-Landfill Firebreak	-	-		-	-
EPA Snagpoint Erosion Grant	-	-		-	-
COVID - CARES & ARPA & LGLR	1,776,543	1,752,195	99%	280,966	1,471,228
SRF Loan - Lagoon Aeration	615,813	93,719	15%	-	93,719
SRF Loan - Landfill	-	-		-	-
SOA-DOH Grants	201,000	36,217	18%	4,091	32,126
Curyung-Ice Machine	20,833	-	0%	(1,324)	1,324
Snagpoint Funding	3,209,387	-	0%	-	-
BBEDC Intern Program	72,923	15,412	21%	48,602	(33,190)
BBEDC Training Reimb	-	4,375		41,902	(37,527)
BBNC Training Reimb	<u> </u>			11,902	(11,902)
Total	\$ 5,896,499	\$ 1,901,917	32%	\$ 386,139	\$ 1,515,778
0 100 15 11					
Grant & Bond Expenditures				100.000	
SOA-Landfill Firebreak	-	-		100,000	=
EPA Snagpoint Erosion Grant	- 4 770 540	4 750 405	200/	-	-
COVID - CARES & ARPA & LGLR	1,776,543	1,752,195	99%	252,745	1,499,449
SRF Loan - Lagoon Aeration	615,813	576,281	94%	76,251	500,030
SRF Loan - Landfill	-	-	=0/	-	
SOA-DOH Grants	201,000	10,882	5%	4,091	6,792
Curyung-Ice Machine	20,833	-	0%	-	-
Snagpoint Erosion	3,209,387	-	0%	-	- ((0.000)
BBEDC Intern Program	72,923	15,412	21%	34,441	(19,028)
BBEDC Training Reimb	-	4,375		41,902	(37,527)
BBNC Training Reimb	-	-		11,902	(11,902)
Total	\$ 5,896,499	\$ 2,359,145	40%	\$ 521,331	\$ 1,937,814
	<u> </u>	\$ (457,228)		\$ (135,192)	\$ 3,453,592

		Budg	get - FY25	<u>(</u>	<u>4/30/25</u> <u>YTD</u>	Percent	<u>(</u>	04/30/24 YTD	<u>11</u>	NC/(DEC)
Capital Project Funds Revenues Harbor Mayor Sale Revenue					<u>-</u>			1,200		(1,200
	Total	_\$	-					1,200	\$	(1,200
Capital Project Funds Expendit	<u>ures</u>									
Public Safety Building			-		-			-		-
Water Improvements			-		-			-		•
WasteWater Improvements			256 604			00/				-
Snagpoint Erosion			356,694		101.006	0%		-		404.006
Sewer Lagoon Aeration			12,000		101,006	842%		-		101,006
Other Lift Station	_		-		-			-		-
Fire Dept Water Damage Repair			-		27,000			-		-
Landfill Closure (7150)			-		-			-		-
Landfill Shop Fire			-		-			-		-
Landfill Groundwater Well			-		-			-		-
Harbor cleanup					-	0.50/				404.000
	Total	\$	368,694	\$	128,006	35%	\$	4 000	\$	101,006
		\$	(368,694)	<u>\$</u>	(128,006)		_\$	1,200	\$	(102,206)

	Budget		Ac	tual
General Fund Revenue	\$	10,986,763	\$	9,184,680
Special Fund Revenue	\$	3,140,783	\$	2,313,043
Transfers In	\$	2,617,003	\$	1,910,327
Grant and Bond Revenue	\$	5,896,499	\$	1,901,917
CIP Revenue	\$	-	\$	=
	\$	22,641,048	\$	15,309,967
General Fund Expenditures	\$	16,011,292	\$	11,863,988
Special Fund Expenditures	\$	5,297,963	\$	4,033,639
Grant and Bond Expenditures	\$	5,896,499	\$	2,359,145
CIP Expenditures	\$	368,694	\$	128,006
	\$	27,574,448	\$	18,384,779
Net Increase (Decrease) to Fund Bal	\$	(4,933,400)	\$	(3,074,812)

			05/31/25		05/31/24		
		Budget - FY25	YTD	Percent	YTD	<u>l</u> '	NC/(DEC)
General Fund Revenues							
General Sales Tax	\$	3,200,000	\$ 2,997,306	94%	\$ 2,602,174	\$	395,132
General Sales Tax - Remote		425,000	544,391	128%	369,775		
Alcohol Sales Tax		280,000	230,576	82%	228,318		2,258
Transient Lodging Sales Tax		150,000	113,501	76%	138,044		(24,543)
Gaming Sales Tax		45,000	7,096	16%	24,522		(17,426)
Tobacco Excise Tax		300,000	216,246	72%	237,884		(21,637)
Marijuana Excise Tax		90,000	80,710	90%	70,908		-
Business License		17,000	14,700	86%	16,525		_
Penalty & Interest - Sales Tax		17,000	6,846	40%	16,155		(9,309)
Total Sales Tax		4,524,000	4,211,372	93%	3,704,305		324,474
Real Property Tax		2,460,000	2,537,576	103%	2,474,685		62,891
Personal Property Tax		1,098,000	1,128,523	103%	567,152		561,371
Penalty & Interest - Property Tax		130,000	 155,227	119%	133,104		22,123
Total Property Taxes		3,688,000	3,821,326	104%	3,174,941		646,385
Telephone Gross Receipts State Tax		70,000	-	0%	-		-
Shared Fisheries		600,000	147,328	25%	600,639		(453,311)
Raw Fish Tax		20,000	6,738	34%	16,450		(9,711)
Community Sharing		75,396	-	0%	103,711		(103,711)
Payment in Lieu of Taxes (PILT)		520,000	537,418	103%	522,976		14,442
State Jail Contract		720,000	820,247	114%	39,759		780,488
Motor Vehicle Tax		25,000	16,047	64%	16,576		(529)
Ambulance Fees		60,000	34,513	58%	48,455		(13,942)
Lease & Rental Income		35,000	10,170	29%	10,070		100
Admin Overhead		157,405	115,583	73%	144,058		(28,475)
PERS on Behalf		168,162	178,338	106%	88,483		89,855
PERS Forfeiture Fund		25,000	33,400	134%	38,943		(5,543)
Other Revenues		298,800	 306,438	103%	287,149		19,289
Total		2,774,763	2,206,220	80%	1,917,269		288,952
Total	\$	10,986,763	\$ 10,238,918	93%	\$ 8,796,515	\$	1,259,810
Special Revenue & Other Funds Revenue	<u> </u>						
Water		331,279	210,688	64%	208,494		2,194
Sewer		462,111	372,236	81%	428,810		(56,574)
Landfill		346,032	313,124	90%	294,298		18,827
Port - Dock		750,402	632,677	84%	738,116		(105,439)
Port - Harbor		157,912	43,798	28%	50,621		(6,823)
Asset Forfeiture Fund		500	683	137%	517		166
E-911 Service		67,000	61,315	92%	61,787		(472)
Public Safety Reward		-	-	0%	-		-

		<u>05/31/25</u>		<u>05/31/24</u>	
	Budget - FY25	<u>YTD</u>	<u>Percent</u>	<u>YTD</u>	INC/(DEC)
Senior Center (Non-Grant)	49,059	20,869	43%	18,268	2,601
Senior Center (Grant)	80,450	69,158	86%	94,310	(25,152)
Library (Grants)	38,578	29,880	77%	34,306	(4,426)
Debt Service - Bond Investments	80,000	97,715	122%	103,214	(5,499)
Debt Service - SOA Revenue	742,060	683,388	92%	670,398	12,990
Debt Services - Streets Refund	-	(22,882)		246,324	(269,206)
Mary Carlson Estate	21,000	17,909	85%	19,677	(1,768)
Ambulance Rental	14,400	32,410	225%	16,800	15,610
Total	\$ 3,140,783	\$ 2,562,971	82%	\$ 2,985,940	\$ (422,969)
<u>Transfers</u>					
From General Fund to Other Funds					
Water	102,068	-	0%	10,620	(10,620)
Landfill	662,724	525,998	79%	350,115	175,884
Senior Center	281,383	307,447	109%	162,180	145,267
Ambulance Reserve	50,000	27,610	55%	34,975	(7,365)
Equipment Replacement	220,000	259,498	118%	166,122	93,376
Capital Projects (Fund 7140)	368,694	128,006	35%	118,526	9,480
Landfill Closure (Fund 7150)	25,000	22,917	92%	-	22,917
Debt Service SRF Loans	51,461	51,461	100%	58,119	(6,658)
Debt Service Streets Bond	151,500	156,666	103%	(117,789)	274,455
Debt Service Firehall Bond	43,000	43,000	100%	44,000	(1,000)
Debt Service School Bond	318,440	377,112	118%	393,602	(16,490)
From Dock Fund to Harbor Funds					-
Port - Harbor	258,263	96,320	37%	136,967	(40,647)
Port - Harbor - Ice Machine	-	1,886		858	1,028
Port - Harbor - Bathhouse	13,470	13,144	98%	8,495	4,649
From Department to Department					-
Transfer from E911 to Dispatch	67,000	72,035	108%	54,927	-
Transfer from Carlson Estate to Library	4,000	3,667	92%	3,663	-
Transfer from Wastewater to Water		-	0%		
Total	\$ 2,617,003	\$ 2,086,768	80%		\$ 644,276
Total Revenues & Transfers	\$ 16,744,549	\$ 14,888,657	89%	\$ 13,207,835	\$ 1,481,117

			<u>05/31/25</u>		<u>05/31/24</u>		
		Budget - FY25	<u>YTD</u>	<u>Percent</u>	YTD	<u> </u>	NC/(DEC)
EXPENDITURES:							
General Fund Expenditures							
City Council	\$	146,350	\$ 85,037	58%	\$ 82,629	\$	2,408
City Clerk		326,797	299,256	92%	151,726		147,530
Administration		771,879	377,034	49%	339,754		37,280
Finance		1,496,839	1,322,947	88%	1,114,926		208,021
Legal		125,000	201,393	161%	117,997		83,396
Insurance		328,100	369,825	113%	315,261		54,564
Planning		527,182	233,808	44%	259,301		(25,494)
Foreclosures		9,000	10,043	112%	53		9,990
IT		342,300	348,414	102%	224,426		123,988
Public Safety Administration		370,887	327,769	88%	193,542		134,227
Dispatch		745,231	720,354	97%	550,305		170,049
Patrol		1,597,624	1,027,841	64%	955,533		72,308
Corrections		773,407	726,703	94%	653,253		73,450
DMV		86,804	79,241	91%	76,313		2,928
Animal Control Officer		187,282	116,959	62%	119,499		(2,540)
K-9 Unit		0	5,087	0%	0		5,087
Fire		776,570	627,504	81%	402,020		225,484
Fire Department Donation		10,000	1,697	17%	4,740		(3,043)
Public Works Administration		499,835	376,187	75%	192,280		183,908
Building and Grounds		1,229,345	766,498	62%	405,150		361,349
Shop		743,197	372,493	50%	562,034		(189,541)
Street		738,528	433,352	59%	522,627		(89,276)
Library		255,972	235,513	92%	166,213		69,300
Grandma's House		73,961	43,982	59%	46,522		
City School		1,702,000	1,700,521	100%	1,701,546		(1,025)
Transfers to Other Funds		2,147,202	1,876,795	87%	1,209,849		666,946
Tota	I \$	16,011,292	\$ 12,686,255	79%	\$ 10,367,499	\$	2,321,296

			<u>05/31/25</u>		<u>05/31/24</u>	
	Bı	udget - FY25	<u>YTD</u>	<u>Percent</u>	<u>YTD</u>	INC/(DEC)
Special Revenue Funds Expenditures						
Water		331,279	190,870	58%	218,900	(28,030)
Sewer		539,468	272,777	51%	261,435	11,342
Landfill		1,008,756	803,772	80%	644,339	159,433
Port - Dock		840,229	632,677	75%	763,788	(131,111)
Port - Harbor		428,545	254,355	59%	349,686	(95,331)
Asset Forfeiture Fund		500	-	0%	-	-
E-911 Service		67,000	145,087	217%	54,927	90,160
Public Safety Reward		-	-	0%	-	-
Senior Center (Non-Grant)		330,469	326,611	99%	182,101	144,510
Senior Center (Grant)		80,423	66,328	82%	95,289	(28,961)
Library (Grants)		38,578	32,360	84%	40,534	(8,173)
Mary Carlson Estate		6,255	6,330	101%	5,575	755
Ambulance Reserve Fund		20,000	3,800	19%	4,880	(1,080)
Debt Service SRF Loans		51,461	51,461	100%	58,119	(6,658)
Debt Service School Bond		1,060,500	1,060,500	100%	1,064,000	(3,500)
Debt Service Firehall Bond		43,000	43,000	100%	44,000	(1,000)
Debt Service Streets Bond		231,500	231,500	100%	231,750	(250)
Equipment Replacement		220,000	247,401	112%	166,122	81,279
Total	\$	5,297,963	\$ 4,368,829	82%	\$ 4,185,444	\$ 183,385
	\$	21,309,255	\$ 17,055,083	80%	\$ 14,552,943	\$ 2,504,680
Net Increase (Decrease) to Fund Balanc	·os \$	(4,564,706)	\$ (2,166,427)	-	\$ (1,345,108)	\$ (1,023,564)
Het increase (Decrease) to Fully Dalail	,c3 ψ ——	(4,304,700)	Ψ (2,100,427)		Ψ (1,343,100)	Ψ (1,023,304)

		<u>05/31/25</u>		<u>05/31/24</u>	
	Budget - FY25	<u>YTD</u>	<u>Percent</u>	<u>YTD</u>	INC/(DEC)
Grant & Bond Revenues					
SOA-Landfill Firebreak	-	-		100,000	-
EPA Snagpoint Erosion Grant	-	-		-	-
COVID - CARES & ARPA & LGLR	1,776,543	1,752,195	99%	280,966	1,471,228
SRF Loan - Lagoon Aeration	615,813	93,719	15%	-	93,719
SRF Loan - Landfill	-	-		-	-
SOA-DOH Grants	201,000	36,217	18%	4,091	32,126
Curyung-Ice Machine	20,833	=	0%	(1,324)	1,324
Snagpoint Funding	3,209,387	-	0%	-	-
BBEDC Intern Program	72,923	15,412	21%	48,602	(33,190)
BBEDC Training Reimb	-	4,375		41,902	(37,527)
BBNC Training Reimb	<u> </u>			11,902	(11,902)
Total	\$ 5,896,499	\$ 1,901,917	32%	\$ 486,139	\$ 1,515,778
Grant & Bond Expenditures					
SOA-Landfill Firebreak	-	-		100,000	-
EPA Snagpoint Erosion Grant				-	-
COVID - CARES & ARPA & LGLR	1,776,543	1,752,195	99%	252,745	1,499,449
SRF Loan - Lagoon Aeration	615,813	576,281	94%	76,251	500,030
SRF Loan - Landfill	<u>-</u>	-		- 	<u>-</u>
SOA-DOH Grants	201,000	10,882	5%	6,031	4,852
Curyung-Ice Machine	20,833	-	0%	-	-
Snagpoint Erosion	3,209,387	-	0%	-	-
BBEDC Intern Program	72,923	16,423	23%	34,441	(18,018)
BBEDC Training Reimb	-	4,375		41,902	(37,527)
BBNC Training Reimb				11,902	(11,902)
Total	\$ 5,896,499	\$ 2,360,156	40%	\$ 523,271	\$ 1,936,884
	\$	\$ (458,239)		\$ (37,132)	\$ 3,452,663

addited Nevertage and Expendi		. may 01, 2020	<u>05/31/25</u>		05/31/24	0/10/2
		Budget - FY25	<u>03/31/23</u> YTD	<u>Percent</u>	<u>03/31/24</u> YTD	INC/(DEC)
Capital Project Funds Revenues		<u>Daaget 1120</u>	<u> </u>	<u>r oroont</u>	<u></u>	1110/(520)
Harbor Mayor Sale Revenue	•	-	-		1,200) (1,20
	Total	\$ -	\$ -		\$ 1,200) \$ (1,20
apital Project Funds Expenditu	<u>ires</u>					
Public Safety Building		-	-			-
Water Improvements		-	-			-
WasteWater Improvements						
Snagpoint Erosion		356,694	-	0%		-
Sewer Lagoon Aeration		12,000	101,006	842%		- 101,00
Other Lift Station		-	-			-
Fire Dept Water Damage Repair		-	27,000			-
Landfill Closure (7150)		-	-			-
Landfill Shop Fire		-	-			-
Landfill Groundwater Well		-	-			-
Harbor cleanup		-	-			-
	Total	\$ 368,694	\$ 128,006	35%	\$ -	\$ 101,00
		\$ (368,694)	\$ (128,006)		\$ 1,200) \$ (102,20

	Budget		Actual				
General Fund Revenue	\$	10,986,763	\$	10,238,918			
Special Fund Revenue	\$	3,140,783	\$	2,562,971			
Transfers In	\$	2,617,003	\$	2,086,768			
Grant and Bond Revenue	\$	5,896,499	\$	1,901,917			
CIP Revenue	\$	_	\$	-			
	\$	22,641,048	\$	16,790,574			
General Fund Expenditures	\$	16,011,292	\$	12,686,255			
Special Fund Expenditures	\$	5,297,963	\$	4,368,829			
Grant and Bond Expenditures	\$	5,896,499	\$	2,360,156			
CIP Expenditures	\$	368,694	\$	128,006			
	\$	27,574,448	\$	19,543,245			
Net Increase (Decrease) to Fund Bal	\$	(4,933,400)	\$	(2,752,671)			

			06/30/25		06/30/24		
		Budget - FY25	<u>YTD</u>	<u>Percent</u>	YTD	<u>I</u> !	NC/(DEC)
General Fund Revenues							
General Sales Tax	\$	3,200,000	\$ 3,292,447	103%	\$ 3,426,258	\$	(133,810)
General Sales Tax - Remote		425,000	589,346	139%	409,752		,
Alcohol Sales Tax		280,000	253,661	91%	256,957		(3,296)
Transient Lodging Sales Tax		150,000	124,495	83%	148,923		(24,428)
Gaming Sales Tax		45,000	7,096	16%	26,877		(19,781)
Tobacco Excise Tax		300,000	250,100	83%	263,634		(13,534)
Marijuana Excise Tax		90,000	85,209	95%	76,585		_
Business License		17,000	15,200	89%	16,825		_
Penalty & Interest - Sales Tax		17,000	8,155	48%	17,399		(9,244)
Total Sales Tax		4,524,000	4,625,709	102%	4,643,209		(204,093)
Real Property Tax		2,460,000	2,537,576	103%	2,373,470		164,105
Personal Property Tax		1,098,000	1,122,998	102%	465,938		657,061
Penalty & Interest - Property Tax		130,000	158,552	122%	135,986		22,566
Total Property Taxes		3,688,000	3,819,126	104%	2,975,394		843,732
Telephone Gross Receipts State Tax		70,000	_	0%	69,204		(69,204)
Shared Fisheries		600,000	147,328	25%	600,639		(453,311)
Raw Fish Tax		20,000	6,738	34%	16,450		(9,711)
Community Sharing		75,396	, _	0%	106,324		(106,324)
Payment in Lieu of Taxes (PILT)		520,000	537,418	103%	522,976		14,442
State Jail Contract		720,000	820,247	114%	39,759		780,488
Motor Vehicle Tax		25,000	17,832	71%	25,269		(7,436)
Ambulance Fees		60,000	36,785	61%	50,798		(14,014)
Lease & Rental Income		35,000	36,969	106%	34,549		2,420
Admin Overhead		157,405	145,826	93%	170,035		(24,209)
PERS on Behalf		168,162	192,117	114%	88,069		104,048
PERS Forfeiture Fund		25,000	33,400	134%	47,012		(13,612)
Other Revenues		298,800	379,701	127%	314,678		65,023
Total		2,774,763	2,354,362	85%	2,085,762		268,600
Total	\$	10,986,763	\$ 10,799,197	98%	\$ 9,704,365	\$	908,239
Special Revenue & Other Funds Revenue	<u> </u>						
Water		331,279	228,168	69%	228,862		(694)
Sewer		462,111	408,186	88%	460,134		(51,948)
Landfill		346,032	356,559	103%	297,884		58,675
Port - Dock		750,402	704,032	94%	776,889		(72,858)
Port - Harbor		157,912	126,857	80%	136,451		(9,594)
Asset Forfeiture Fund		500	759	152%	568		190
E-911 Service		67,000	66,852	100%	67,470		(618)
Public Safety Reward		-	-	0%	-		-

		06/30/25		06/30/24	
	Budget - FY25	<u>YTD</u>	<u>Percent</u>	YTD	INC/(DEC)
Senior Center (Non-Grant)	49,059	22,899	47%	23,811	(911)
Senior Center (Grant)	80,450	69,388	86%	100,204	(30,816)
Library (Grants)	38,578	29,880	77%	46,577	(16,696)
Debt Service - Bond Investments	80,000	97,715	122%	113,038	(15,322)
Debt Service - SOA Revenue	742,060	683,388	92%	744,616	(61,228)
Debt Services - Streets Refund	-	(22,882)		246,324	(269,206)
Mary Carlson Estate	21,000	19,411	92%	21,454	(2,042)
Ambulance Rental	14,400	34,228	238%	63,625	(29,397)
Total	\$ 3,140,783	\$ 2,825,441	90%	\$ 3,327,906	\$ (502,466)
Transfers					
From General Fund to Other Funds	402.000		00/	0.004	(0.004)
Water	102,068	-	0%	8,004	(8,004)
Landfill	662,724	551,833	83%	355,868	195,965
Senior Center	281,383	347,971	124%	(22,602)	370,573
Ambulance Reserve	50,000	29,428	59%	45,625	(16,197)
Equipment Replacement	220,000	259,498	118%	166,122	93,376
Capital Projects (Fund 7140)	368,694	128,006	35%	118,526	9,480
Landfill Closure (Fund 7150)	25,000	25,000	100%	-	25,000
Debt Service SRF Loans	51,461	51,461	100%	58,119	(6,658)
Debt Service Streets Bond	151,500	156,666	103%	(127,612)	284,278
Debt Service Firehall Bond	43,000	43,000	100%	44,000	(1,000)
Debt Service School Bond	318,440	377,112	118%	319,384	57,728
From Dock Fund to Harbor Funds	050 000	100.001	400/	040 400	(540.007)
Port - Harbor	258,263	102,801	40%	619,128	(516,327)
Port - Harbor - Ice Machine	-	2,421	4.4.407	3,298	(877)
Port - Harbor - Bathhouse	13,470	15,333	114%	11,737	3,596
From Department to Department					-
Transfer from E911 to Dispatch	67,000	63,402	95%	66,801	-
Transfer from Carlson Estate to Library	4,000	4,000	100%	4,000	-
Transfer from Wastewater to Water	-	-	0%	-	-
Total	\$ 2,617,003	\$ 2,157,931	82%	\$ 1,670,396	\$ 490,934
Total Revenues & Transfers	\$ 16,744,549	\$ 15,782,569	94%	\$ 14,702,667	\$ 896,707

_			,	06/30/25		06/30/24		0, 10, 2020
			Budget - FY25	YTD	<u>Percent</u>	YTD	ı	NC/(DEC)
	EXPENDITURES:	,	-					<u> </u>
	General Fund Expenditures							
	City Council	\$	146,350	\$ 88,099	60%	\$ 83,149	\$	4,949
	City Clerk		326,797	329,854	101%	177,139		152,714
	Administration		771,879	428,258	55%	375,813		52,446
	Finance		1,496,839	1,486,563	99%	1,251,227		235,336
	Legal		125,000	234,239	187%	127,516		106,723
	Insurance		328,100	383,472	117%	343,314		40,158
	Planning		527,182	274,628	52%	296,051		(21,423)
	Foreclosures		9,000	14,089	157%	53		14,036
	IT		342,300	380,157	111%	258,736		121,421
	Public Safety Administration		370,887	362,881	98%	215,859		147,022
	Dispatch		745,231	806,687	108%	634,569		172,118
	Patrol		1,597,624	1,156,374	72%	1,050,444		105,930
	Corrections		773,407	826,784	107%	728,014		98,769
	DMV		86,804	88,606	102%	85,347		3,259
	Animal Control Officer		187,282	130,895	70%	128,837		2,058
	K-9 Unit		0	5,087	0%	0		5,087
	Fire		776,570	708,566	91%	485,253		223,313
	Fire Department Donation		10,000	2,742	27%	7,675		(4,933)
	Public Works Administration		499,835	420,028	84%	234,609		185,419
	Building and Grounds		1,229,345	876,151	71%	426,366		449,785
	Shop		743,197	426,900	57%	591,679		(164,778)
	Street		738,528	528,827	72%	552,773		(23,946)
	Library		255,972	264,830	103%	177,795		87,036
	Grandma's House		73,961	46,914	63%	50,598		
	City School		1,702,000	1,700,521	100%	1,701,924		(1,403)
	Transfers to Other Funds		2,147,202	1,944,975	91%	957,429		987,546
	Total	\$	16,011,292	\$ 13,917,125	87%	\$ 10,942,167	\$	2,978,642

			<u>06/30/25</u>		<u>06/30/24</u>	
	Bı	udget - FY25	<u>YTD</u>	<u>Percent</u>	<u>YTD</u>	INC/(DEC)
Special Revenue Funds Expenditures						
Water		331,279	237,960	72%	237,951	9
Sewer		539,468	326,779	61%	280,063	46,716
Landfill		1,008,756	873,031	87%	687,070	185,960
Port - Dock		840,229	704,032	84%	1,397,901	(693,869)
Port - Harbor		428,545	330,858	77%	550,107	(219,249)
Asset Forfeiture Fund		500	-	0%	-	-
E-911 Service		67,000	136,454	204%	66,801	69,653
Public Safety Reward		-	-	0%	-	-
Senior Center (Non-Grant)		330,469	369,165	112%	207,805	161,360
Senior Center (Grant)		80,423	71,250	89%	100,204	(28,953)
Library (Grants)		38,578	35,630	92%	46,577	(10,946)
Mary Carlson Estate		6,255	7,017	112%	6,091	926
Ambulance Reserve Fund		20,000	3,800	19%	5,480	(1,680)
Debt Service SRF Loans		51,461	51,461	100%	58,119	(6,658)
Debt Service School Bond		1,060,500	1,060,500	100%	1,064,000	(3,500)
Debt Service Firehall Bond		43,000	43,000	100%	44,000	(1,000)
Debt Service Streets Bond		231,500	231,500	100%	231,750	(250)
Equipment Replacement		220,000	247,401	112%	166,122	81,279
Total	\$	5,297,963	\$ 4,729,838	89%	\$ 5,150,041	\$ (420,203)
	\$	21,309,255	\$ 18,646,963	88%	\$ 16,092,208	\$ 2,558,439
Not Increase (Decrease) to Found Balance		(4 504 700)			(4.200.540)	* (4 CC4 722)
Net Increase (Decrease) to Fund Balance	:es	(4,564,706)	\$ (2,864,395)		\$ (1,389,540)	\$ (1,661,732)

		<u>06/30/25</u>		<u>06/30/24</u>	
	Budget - FY25	<u>YTD</u>	<u>Percent</u>	<u>YTD</u>	INC/(DEC)
Grant & Bond Revenues					
SOA-Landfill Firebreak	-	-		100,000	-
EPA Snagpoint Erosion Grant	-	-		-	-
COVID - CARES & ARPA & LGLR	1,776,543	1,752,195	99%	305,315	1,446,880
SRF Loan - Lagoon Aeration	615,813	93,719	15%	(93,719)	187,438
SRF Loan - Landfill	-	-		-	-
SOA-DOH Grants	201,000	36,217	18%	31,542	4,675
Curyung-Ice Machine	20,833	=	0%	(1,324)	1,324
Snagpoint Funding	3,209,387	-	0%	-	-
BBEDC Intern Program	72,923	15,412	21%	35,713	(20,301)
BBEDC Training Reimb	-	4,375		41,902	(37,527)
BBNC Training Reimb	-	-		11,902	(11,902)
Total	\$ 5,896,499	\$ 1,901,917	32%	\$ 431,331	\$ 1,570,586
Grant & Bond Expenditures					
SOA-Landfill Firebreak	-	-		100,000	-
EPA Snagpoint Erosion Grant	-	-		-	-
COVID - CARES & ARPA & LGLR	1,776,543	1,752,195	99%	306,315	1,445,880
SRF Loan - Lagoon Aeration	615,813	576,281	94%	93,719	482,562
SRF Loan - Landfill	-	-		-	-
SOA-DOH Grants	201,000	10,882	5%	31,542	(20,660)
Curyung-Ice Machine	20,833	-	0%	-	-
Snagpoint Erosion	3,209,387	-	0%	-	-
BBEDC Intern Program	72,923	24,868	34%	35,713	(10,845)
BBEDC Training Reimb	-	4,375		41,902	(37,527)
BBNC Training Reimb				11,902	(11,902)
Total	\$ 5,896,499	\$ 2,368,601	40%	\$ 621,093	
	\$	\$ (466,684)		\$ (189,761)	\$ 3,418,094

8/13/2025

					<u>06/30/25</u>		9)6/30/24		
		<u>Budg</u>	<u> 1et - FY25</u>		<u>YTD</u>	<u>Percent</u>		<u>YTD</u>	<u> 11</u>	NC/(DEC)
apital Project Funds Revenues										
Harbor Mayor Sale Revenue			-		-			1,200		(1,200
	Total	\$	-	\$	-		\$	1,200	\$	(1,200
onital Brainet Funda Evnenditur										
<u>apital Project Funds Expenditur</u> Public Safety Building	<u>es</u>		_		_			_		
Water Improvements			_		_			_		
WasteWater Improvements										,
Snagpoint Erosion			356,694		<u>-</u>	0%		_		
Sewer Lagoon Aeration			12,000		101,006	842%		_		101,006
Other Lift Station					-	5.2,0		_		,
Fire Dept Water Damage Repair			_		27,000			_		,
Landfill Closure (7150)			_		- ,,,,,,,			_		
Landfill Shop Fire			_		_			_		
Landfill Groundwater Well			_		_			_		,
			_		_			_		,
Harbor cleanup										
Harbor cleanup	Total	\$	368,694	\$	128,006	35%	\$	-	\$	101,006
Harbor cleanup	Total	\$ \$	368,694 (368,694)	\$ \$	128,006 (128,006)	35%	\$ \$	1,200	\$ \$	
·	Total			\$		35%		1,200		
· General Fund Revenue	Total	\$ Budget	(368,694)	\$ Ac	(128,006) tual	35%		1,200		•
Harbor cleanup General Fund Revenue Special Fund Revenue Transfers In	Total	Budget \$ \$	(368,694) 10,986,763	\$ Ac \$	(128,006) tual 10,799,197	35%		- 1,200		
General Fund Revenue Special Fund Revenue Transfers In	Total	Budget \$ \$	(368,694) 10,986,763 3,140,783	\$ Ac \$ \$	(128,006) tual 10,799,197 2,825,441	35%		1,200		
General Fund Revenue Special Fund Revenue Transfers In Grant and Bond Revenue	Total	Budget \$ \$	(368,694) 10,986,763 3,140,783 2,617,003	\$ Ac \$ \$	(128,006) tual 10,799,197 2,825,441 2,157,931	35%		1,200		
General Fund Revenue Special Fund Revenue Transfers In Grant and Bond Revenue	Total	Budget \$ \$ \$	(368,694) 10,986,763 3,140,783 2,617,003	\$ Ac \$ \$ \$ \$	(128,006) tual 10,799,197 2,825,441 2,157,931	35%		1,200		
General Fund Revenue Special Fund Revenue Transfers In Grant and Bond Revenue CIP Revenue	Total	Budget \$ \$ \$ \$ \$	10,986,763 3,140,783 2,617,003 5,896,499 - 22,641,048	\$ Ac \$ \$ \$	tual 10,799,197 2,825,441 2,157,931 1,901,917 - 17,684,486	35%		1,200		
General Fund Revenue Special Fund Revenue Transfers In Grant and Bond Revenue CIP Revenue General Fund Expenditures	Total	Budget \$ \$ \$ \$ \$ \$	10,986,763 3,140,783 2,617,003 5,896,499 - 22,641,048 16,011,292	\$ Ac \$ \$ \$ \$	tual 10,799,197 2,825,441 2,157,931 1,901,917 - 17,684,486 13,917,125	35%		1,200		
General Fund Revenue Special Fund Revenue Transfers In Grant and Bond Revenue CIP Revenue General Fund Expenditures Special Fund Expenditures	Total	Budget \$ \$ \$ \$ \$ \$ \$	10,986,763 3,140,783 2,617,003 5,896,499 - 22,641,048 16,011,292 5,297,963	AC \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	tual 10,799,197 2,825,441 2,157,931 1,901,917 - 17,684,486 13,917,125 4,729,838	35%		1,200		
General Fund Revenue Special Fund Revenue Transfers In Grant and Bond Revenue CIP Revenue General Fund Expenditures Special Fund Expenditures Grant and Bond Expenditures	Total	Budget \$ \$ \$ \$ \$ \$ \$ \$	10,986,763 3,140,783 2,617,003 5,896,499 - 22,641,048 16,011,292 5,297,963 5,896,499	AC \$ \$ \$ \$ \$ \$ \$ \$ \$	(128,006) tual 10,799,197 2,825,441 2,157,931 1,901,917 - 17,684,486 13,917,125 4,729,838 2,368,601	35%		1,200		
General Fund Revenue Special Fund Revenue Transfers In Grant and Bond Revenue CIP Revenue General Fund Expenditures Special Fund Expenditures Grant and Bond Expenditures	Total	Budget \$ \$ \$ \$ \$ \$ \$	10,986,763 3,140,783 2,617,003 5,896,499 - 22,641,048 16,011,292 5,297,963	\$ A C S S S S S S S S S S	tual 10,799,197 2,825,441 2,157,931 1,901,917 - 17,684,486 13,917,125 4,729,838	35%		1,200		•
General Fund Revenue Special Fund Revenue Transfers In Grant and Bond Revenue CIP Revenue General Fund Expenditures		Budget \$ \$ \$ \$ \$ \$ \$	10,986,763 3,140,783 2,617,003 5,896,499 - 22,641,048 16,011,292 5,297,963 5,896,499 368,694	A C \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	tual 10,799,197 2,825,441 2,157,931 1,901,917 - 17,684,486 13,917,125 4,729,838 2,368,601 128,006	35%		1,200		101,006 (102,206

FUND BALANCE EVALUATION as of June 30, 2025

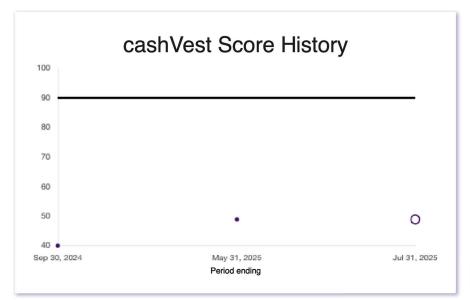
	Audited	Audited	Audited	Audited	Audited	Audited	Audited	Audited	Audited	Unaudited
Fund	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025
General Fund	4,571,704	3,602,827	4,076,400	4,327,297	5,555,980	5,688,480	8,740,663	10,125,737	9,019,700	5,969,173.62
Planning Capital Project	28,885	28,885	28,885	305,430	264,537	266,116	588,096	928,266	929,466	1,030,472.28
Debt Service	-	-	-	-	-	(53,742)	-	-		-
Special Revenue Fund								-		
Water & Sewer	12,660	45,099	104,132	344,381	552,780	753,230	890,544	1,180,582	1,354,928	1,426,542.44
Landfill	(74,870)	(335)	(335)	(5,136)		(769)	(6,278)	(6,278)	(37,434)	(2,073.00)
Port - Dock	730,405	790,694	687,068	1,113,198	1,218,057	1,278,441	1,282,112	1,282,112	662,354	662,354.00
Port - Harbor	33,950	24,430	24,431	17,655	13,256	17,069	(72,030)	(320,507)	2,687	(80,759.48)
E-911 Service	175,091	201,096	225,460	244,039	268,809	294,592	310,420	336,842	337,511	267,909.30
Asset Forfeitures Fund	2,994	11,034	18,364	15,586	27,733	27,762	26,080	26,497	27,065	27,823.52
Reward Fund	400	400	400	400	400	400	400	400	400	400.00
Senior Center	(38,010)	(700)	2,700	7,774	11,099	9,338	10,193	204,198	(1,705)	(1,862.33)
Library (Grants)	-	-	-	85	(804)	70	69	(2,745) -		(5,749.92)
Public Safety	-	-	-	-	-	-	-	-		-
Local Support	2,293	2,293	2,293	2,293	1,170	1,170	2,293	(11,868)	(11,868)	(21,323.78)
Covid Support	-	-	-	-	-	-		1,000 -		-
Capital Project Fund								-		
Ambulance Reserve Capital Project	673,757	448,074	499,470	499,470	544,853	300,373	289,036	357,222	415,367	475,222.58
Equipment Replacement Capital Projec	155,172	132,873	68,327	68,327	68,327	61,652	61,652	61,652	61,652	73,748.77
School Project	-	315	(1,626)	(1,626)	(1,626)	(1,626)	(1,626)	(1,626)	(1,626)	(1,626.00)
Streets Project	-	-	-	3,240,294	3,078,649	100,772	100,772	100,772	100,772	100,772.00
Firehall Project	-	-	-	805,281	787,325	120,541	34,784	(48,058)	(48,058)	(48,058.00)
New Firehall Project	-	-	-	-	-	-	-		· -	· - ′
Dock and Harbor Capital Project	-	-	-	-	-	-	-	-	-	-
Public Safety Capital Project	-	-	-	-	-	-	-	-	-	-
Wastewater System Improvements	-	-	-	-	-	-	-	-	-	(101,006.28)
Water Improvement	-	-	-	-	-	-	-	-	-	-
SOA Loans Capital Projects	-	-	-	-	_	-	-	-	-	(482,562.38)
SOA DOH Grants	-	-	-	-	_	-	-	-	-	25,334.44
Denali Commission Project	-	-	-	-	_	-	-	-	-	· -
Landfill Committed Funds	172,044	172,044	172,044	172,044	172,044	172,044	172,044	172,044	172,044	197,044.00
Permanent Fund	•	•	,	,	•					
Mary Carlson Estate	393,280	344,550	344,581	351,659	367,955	368,570	356,691	360,883	376,245	388,639.61
Total	\$6,839,755	\$ 5,803,579	\$ 6,252,594	\$ 11,508,451	\$ 12,916,263	\$ 9,404,483 \$	12,785,915 \$	14,747,125 \$	13,359,500 \$	9,900,415
•		(1,036,176)	449,015	5,255,857	1,407,812	(3,511,780)	3,381,432	1,961,210	(1,387,625)	(3,459,085)

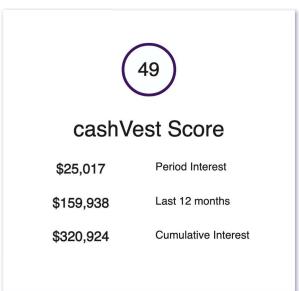
Balance Sheet City of Dillingham 6/30/2025

		Capital		
	General	Project	Other	
<u>Assets</u>	Fund	Fund	Funds	Total
Current:				
Cash - Wells Fargo				
Checking/Operating Account	1,730,187	-	-	1,730,187
Investments:				
Piper Jaffrey	2,877,549	-	-	2,877,549
TVI Investments	796,975	-	-	796,975
Wells Fargo Bank	298,825	-	-	298,825
AMLIP	243,740	-	-	243,740
Wells Fargo Bonds	-	2,318,586	-	2,318,586
Total Investments	4,217,089	2,318,586	-	6,535,675
Restricted Cash and Investments -				
Piper Jaffrey (Mary Carlson Estate)	-	-	434,948	434,948
Receivables:				
Sales Tax	620.756			629,756
Real and Personal Property Taxes	629,756	-	-	· ·
Services & Utilities	700,734 141,178	-	- 429,657	700,734
Total Receivables			429,657	570,835
Total Receivables	1,471,668	-	429,037	1,901,325
Prepaids & Deposits	40,070	-	-	40,070
Due from other funds	2,625,320	-	3,384,326	6,009,646
Total Current Assets	10,084,334	2,318,586	4,248,931	16,651,851
<u>Liabilities and Fund Balances</u>				
Liabilities:	22-22-		402.402	222
Accounts payable	237,287	-	102,188	339,475
Accrued payroll and payroll liabilities	275,522	-	27,265	302,787
Unearned Revenue	280,792	-	120,006	400,798
Due to other funds:	3,384,326	1,389,121	1,236,199	6,009,646
Total liabilities	4,177,927	1,389,121	1,485,658	7,052,706
Fund Balances:				
Restricted - M. Carlson Estate	-	-	376,245	376,245
Committed	-	929,465	-	929,465
Unassigned	5,906,407		2,387,028	8,293,435
Total fund balances	5,906,407	929,465	2,763,273	9,599,145
Total liabilities and fund balances	10,084,334	2,318,586	4,248,931	16,651,851

Scorecard

The City's cashVest score remained at 49 this period. Data suggests that the City can invest \$4.125 million without affecting balances needed for daily operations and \$6.375 million during high-cash periods. As of 7/31, the City had 2 CDs with TVI for \$492,000. The City continues to rely heavily on liquid accounts that are exposed to rate volatility. The City has more in low-yielding accounts than is necessary for daily operations. The City only needs between \$600,000 - \$800,000, but holds \$1.4 million in low-yielding accounts as of 7/31. Low-yielding accounts are made up of just General Fund x3096, which does not earn interest but accumulates earnings credit at a rate of 1.04%. Further, the City holds much more in this account than what is needed to offset banking fees, making excess balances not provide any value. The City would receive better value through a high-yielding account or fixed income. The cashVest score is comprised of the five components below. Recommendations to help increase the score for each component are provided in the accompanying commentary. As each component score increases, the City will ensure it is always earning and saving as much as possible.





% of Funds Providing Value



0 Unchanged from prior period

Summary

79.1% of the City's funds provided value through direct interest earnings or offsetting line item banking fees.

Drivers for Your Score

The remaining 20.9% of funds were held in Wells Fargo account x3096, yet were not needed to offset fees.

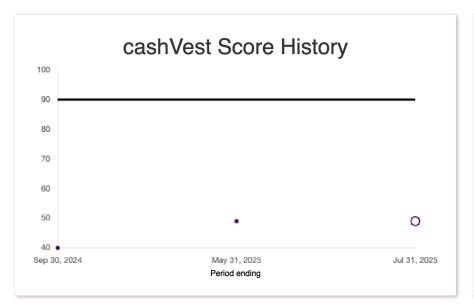
Implementing a sweep account through Wells Fargo, with a peg balance of \$1,000,000, will allow all banking fees to be covered by balances, while excess balances are transferred each day to earn interest. This creates the scenario in which 100% of funds provide value and allow the City to have a 5-star score in this component area.

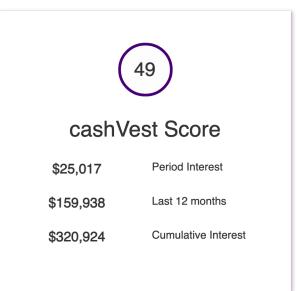
cashVest Analyses

The cashVest analysis is a liquidity data tool to help you execute borrowing, investing, and cash management decisions with more confidence and greater ease. Here you can find your current and prior cashVest analyses, including identification of data-supported opportunities for maximizing value and efficiencies.

Scorecard

The City's cashVest score remained at 49 this period. Data suggests that the City can invest \$4.125 million without affecting balances needed for daily operations and \$6.375 million during high-cash periods. As of 7/31, the City had 2 CDs with TVI for \$492,000. The City continues to rely heavily on liquid accounts that are exposed to rate volatility. The City has more in low-yielding accounts than is necessary for daily operations. The City only needs between \$600,000 - \$800,000, but holds \$1.4 million in low-yielding accounts as of 7/31. Low-yielding accounts are made up of just General Fund x3096, which does not earn interest but accumulates earnings credit at a rate of 1.04%. Further, the City holds much more in this account than what is needed to offset banking fees, making excess balances not provide any value. The City would receive better value through a high-yielding account or fixed income. The cashVest score is comprised of the five components below. Recommendations to help increase the score for each component are provided in the accompanying commentary. As each component score increases, the City will ensure it is always earning and saving as much as possible.





% of Funds Providing Value



0 Unchanged from prior period

Summary

79.1% of the City's funds provided value through direct interest earnings or offsetting line item banking fees.

Drivers for Your Score

The remaining 20.9% of funds were held in Wells Fargo account x3096, yet were not needed to offset fees.

Implementing a sweep account through Wells Fargo, with a peg balance of \$1,000,000, will allow all banking fees to be covered by balances, while excess balances are transferred each day to earn interest. This creates the scenario in which 100% of funds provide value and allow the City to have a 5-star score in this component area.

Liquidity Proficiency



0 Unchanged from prior period

Summary

Stress-test modeling confirmed a Strategic Liquidity of \$6.375 million, including a \$4.125 million Cushion.

Drivers for Your Score

Data suggests that the City can invest \$4.125 million without affecting balances needed for daily operations and \$6.375 million during high-cash periods. The City heavily relies on liquid accounts. The City had 2 CDs with TVI that totaled \$492,000. On average \$4.3 million was in high-yielding accounts and \$1.7 million was held in low-yielding accounts during the 2-month period.

Data suggests that the City can maintain between \$600,000 - \$800,000 in low-yielding accounts. The General Fund x3096 is the only low-yielding account and does not earn interest, but offsets banking fees instead. The City would see better value if all but \$800,000 were transitioned from this account to a high-yield or fixed income earning at least 4%, representing an opportunity cost of \$154,200+ annually.

Warnick Rate Indicator®



0 Unchanged from prior period

Summary

The City's average return on its interest-bearing balances (x0606, x2391, x2433) over the two-month period was 3.74%. Including accrued interest from the City's 2 CDs, this rate increases to 4.32%.

Drivers for Your Score

The 30-day US Treasury benchmark during the analyzed period was 4.31%.

A sweep account through Wells Fargo, with a peg balance of \$1,000,000, will allow all banking fees to be covered by balances, while excess balances are transferred each day to earn interest. The City continues to have too much in the x3096 account than what is needed for offsetting banking fees, resulting in lost value on those excess balances. Further, this account is earning a nECR of only 1.04%. The City can find better value through a high-yielding account or fixed income providing rates of at least 4%.

Cash Flow Optimization



0
Unchanged from prior period

Summary

The City maintains a streamlined account structure, with all operating activity managed through a single bank, Wells Fargo, and high-yield liquid holdings with Piper Sandler and AMLIP.

Drivers for Your Score

The City's ECR with Wells Fargo was reduced from 1.40% in May to 1.20% in June. July's analysis statement was not available during the time of this report.

Without July's analysis statement, it is difficult to accurately calculate the City's check-to-ACH ratio for June and July. Transactional data includes ACH batches and does not accurately represent the number of ACHs disbursed. That being said, looking at dollar disbursements would be more representative. This ratio is \$5 via ACH to \$1 via Check. This is an excellent ratio as checks are the #1 source of bank fraud and can add up to an additional \$1 in ancillary costs per check.

Investment Policy



0
Unchanged from prior period

Summary

The City does not have an Investment Policy Statement (IPS). A Municipal Code was provided to us. However, IPS is required for a higher score.

Drivers for Your Score

An IPS provides the framework in which the City staff can make investment and banking decisions that maintain liquidity, safety, and return based on market conditions.

three+one will work with the City to adopt a policy that meets state legal requirements and provides the guardrails needed to maximize the value of all cash assets while supporting daily operating disbursements.



Activities to help improve your cashVest Score

Utilize the stress test data in the Long-term liquidity tab, which identified \$4.1 million that could be invested for periods up to 30 months.

•

Implement a sweep service with Wells Fargo that will allow funds not needed to offset banking fees to earn interest. We suggest a peg balance of \$1,000,000 remain in account x3096 each day, with excess funds swept to the investment account. Should x3096 drop below \$1,000,000, funds will be brought back to x3096.

•

Adopt a City investment policy statement that outlines the full breadth of allowable investments. Implement policy by making FI investments on the City's Strategic Liquidity.

cashBoard (6/1/2025 - 7/31/2025)

The following data summarizes your organization's financial relationships and cash balances for the analyzed period.

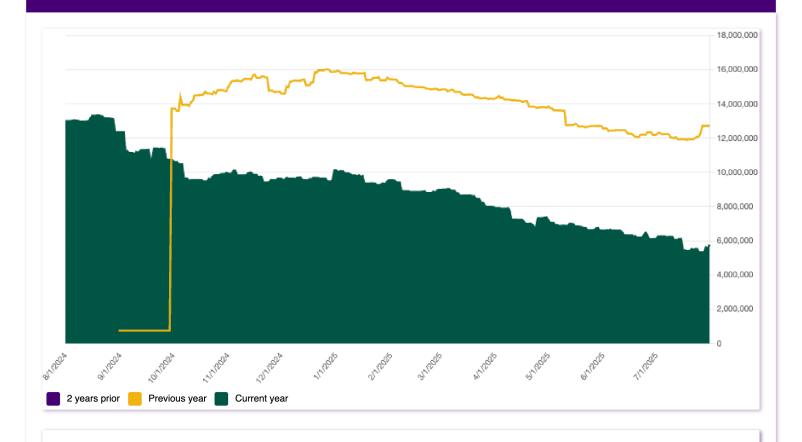
Financial Relationship Summary								
2	2							
Banking	Investment							
Relationships	Relationships							
3 accounts	2 accounts							
0	0							
Change in bank	Change in							
accounts	investment accounts							

Liquidity Breakdown				
All accounts	Period interest	Viold	Ava balanasa	9/ of funds
		Yield	Avg balances	% of funds
Accounts: 5	\$25,017	2.50%	\$6,088,312	100%
No Yield- Liquid Dollars	Period interest	Yield	Avg balances	% of funds
Accounts: 1	\$0	0.00%	\$1,745,732	28.7%
Liquid Dollars	Period interest	Yield	Avg balances	% of funds
Accounts: 3	\$25,017	4.29%	\$3,550,569	58.3%
Fixed Income	Period interest	Yield	Avg balances	% of funds
Accounts: 1	\$0	0.00%	\$792,011	13%

cashVest Analysis

The Scorecard referenced the City's lower cash position within the five accounts currently tracked within cashVest. The cash flow pattern generally remains similar. As of July 31, the balances were down by \$7,207,223 compared to the same day last year. The only account with a lower balance over the past 22 months was the x3096. All other accounts increased in balance (each is an investment-type account that received a monthly deposit of interest or dividends. The lack of activity in these accounts suggests the funds are not needed to support daily operating disbursements and can be placed into allowable fixed-income investments).

CurrentStatus - All Accounts



12 Month Average Balance (8/1/2024 - 7/31/2025)			Period Average	Balance (6/1/20	25 - 7/31/2025)	
	Previous year	Current year	Difference	Previous year	Current year	Difference
	\$12,984,148	\$8,925,532	(\$4,058,616)	\$12,257,144	\$6,088,312	(\$6,168,832)

Long-term Liquidity

three+one's cashVest® Liquidity Analysis stress-tests your liquidity position, taking into account each transaction (every debit and credit from each account three+one had access to), to comprehensively assess its duration capability. The cashVest data identifies the potential to complement current investment strategies by utilizing the duration capability of existing cash balances to optimize opportunities for increased value. Due to the cyclical nature of markets, various investments have strengths during different aspects of the market cycle.

cashVest Analysis

Strategic Liquidity

Stress-test modeling confirmed a Strategic Liquidity of \$6.375 million, including a \$2.25 million Cushion. The City relies heavily on liquid balances, which are exposed to rate volatility. The City has 2 CDs with TVI for \$492,000, which is a small portion of the City's overall cash position. The City has services through Piper Sandler which fixed income may be made. We recommend further investing through TVI and working with Piper Sandler to place funds into various FI investments for varying maturity dates. The Benchmark Rates shown in the table below are Treasury yields as of 7/31. The results below are not intended as an investment strategy, but rather to demonstrate the opportunities available with the City's cash. This table is provided to help inform decisions based on any market conditions. The table reflects the potential value the City can "lock in" for its Strategic Liquidity, noting that the rates shown below are gross, not considering fees charged by brokers for the purchase of the investments.

Investments vs Strategic Liquidity Levels

The dropdown box below offers two graph visualization options. The "Strategic Liquidity vs Total Balance" option visualizes the stress-test results table above. The "Investment vs Strategic Liquidity Levels" is the allocation of the City's cash into the three main banking and investment groups (FY, HY, and LY). The City held \$4.4 million in HY accounts, earning great yields. However, these funds expose the City's balances to rate volatility. Ensuring that the City locks in some of the interest revenue by investing further in a fixed-income portfolio will preserve value for the longer term. The City has minimal investments as of 7/31. The graph below shows \$792k in fixed income. However, only \$492,000 of this is investments. The data-supported allocation ranges below can be used to guide minimizing the LY balance to only those needed for daily operational activity (less than \$1 million) and reallocating the balances to fixed income. Based on the data results of the stress-test short-term forecast and the review of the City's daily net change in cash, we provide the following allocation ranges for each of the three primary investments and banking groups (with supporting information also found on the Short-term Liquidity tab): FI Investments: \$4.1 (levels 1 - 5) - \$6.3 million 9 (entire Strategic Liquidity) HY Liquid Accounts: \$800,000 - \$6.4 million LY Liquid Accounts: \$600,000 - \$800,000. This range is based on an analysis of the City's daily net change in cash over the past 12 months. Details on this analysis can be found on the Short-term Liquidity tab. Utilizing data-supported allocation ranges and duration capabilities will maximize value per dollar while securing current high rates and sustaining interest revenue for the future.

Strategic Liquidity

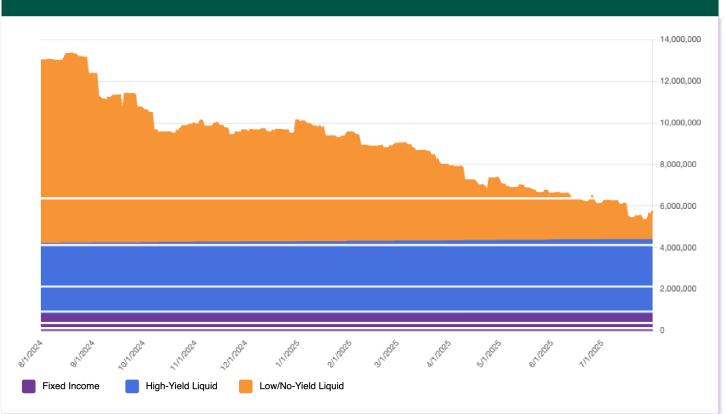
\$6,375,000

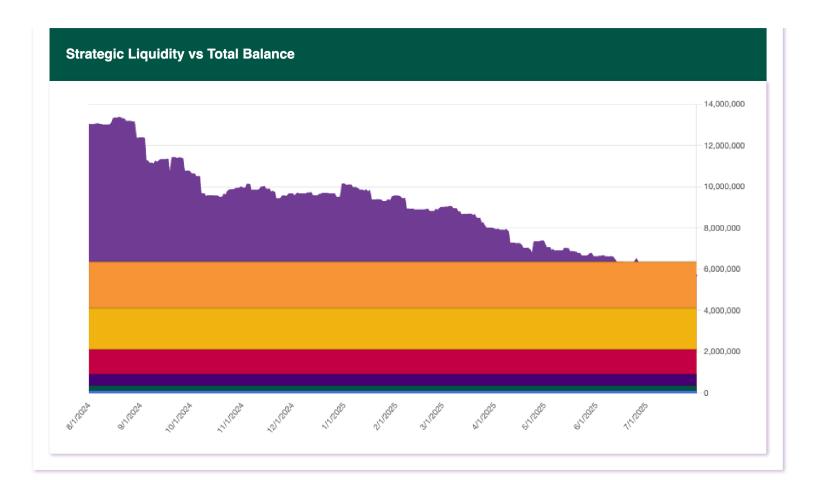
Total Strategic Liquidity

J	LEVEL 5 \$125,000	LEVEL 4 \$250,000	LEVEL 3 \$550,000	LEVEL 2 \$1.2M	LEVEL 1 \$2 M	Cushion \$2.25M	Working ? Capital \$2,550,532	Total \$8,925,532
Duration	24-30 months	18-24 months	12-18 months	6-12 months	1-6 months	Up to 30 days	Daily	Varies
Benchmark Rates	3.94%	4.02%	4.10%	4.31%	4.40%	4.49%	4.49%	4.40%
Benchmark Values	\$4,925	\$10,050	\$22,550	\$51,720	\$88,000	\$101,025	\$114,519	\$392,789

^{*} Treasury Yield Curve Rates as of 7/31/2025

Investment vs Strategic Liquidity Levels





Short-term Liquidity

The following provides the data and tools to identify near-term cash needs and opportunities for short-term investments during high cash balance periods.

cashVest Analysis

three+one MC® Liquidity Forecast Model

The short-term model requires a full 24 months for all accounts, which is anticipated for October 2025. This only impacts the first chart immediately below. The "Monthly Net Change in Cash" table and graph that follow are pertinent to the City's cash flow and are important tools in making cash allocation decisions.

Monthly Net Change in Cash

As the City's cash position decreased by \$7.2 million, we compared the 10 months of the prior report (October 2023 through July 2024) to the same period of the current report (October 2024 through July 2025). The most recent 8 months represent \$4,207,007 of this decrease. The following places the two periods side by side, showing the month-over-month (MoM) difference: Prior Year Net Change Current Year Net Change MoM Difference Oct 2023 1,008,618 Oct 2024 (771,197) (1,779,815) Nov 2023 (10,976) Nov 2024 (335,595) (324,619) Dec 2023 1,159,771 Dec 2024 488,140 (671,631) Jan 2024 (442,996) Jan 2025 (586,233) (143,237) Feb 2024 (624,608) Feb 2025 (552,118) 72,490 Mar 2024 (511,085) Mar 2025 (1,011,154) (500,069) Apr 2024 (474,440) Apr 2025 (609,463) (135,023) May 2024 (1,279,373) May 2025 (769,706) 509,667 June 2024 (365,902) May 2025 (487,512) (121,610) July 2024 775,489 May 2025 (337,671) (1,113,160) TOTAL (763,502) (4,972,509) (4,207,007) The table below provides the historical net change in cash for each month. The graph that follows provides a visual display based on daily impacts. This table, combined with the forecast, can inform short-term investments in working capital dollars. Over the last 12 months, the City's cash position never decreased by more than \$1.61 million on a net basis in any given month.

Daily, Weekly and Monthly Variance

This graph is a daily representation of the table above. To better understand the daily cash needs, we have reviewed each day's net change in balances (sum of all inflows and outflows) and all transactions over the past 12 months. The following information provides the number of days of net cash outflows that occurred at each level, with each level being inclusive of the one above it: > (\$800,000) 2 > (\$600,000) 7 > (\$300,000) 10 > (\$200,000) 13 > (\$100,000) 44 > (\$50,000) 71 Of the 252 banking days, 114 days had a positive increase in cash, and 138 days had a net decrease. To put it in perspective, of the 138 days with declining cash balances, 95% had declines of less than \$600,000. The data suggests that a balance between \$600,000 and \$800,000 in LY operating accounts is more than sufficient to cover all but the largest outflow days. As of 6/30, the City had \$1.4 million in low-yielding accounts.

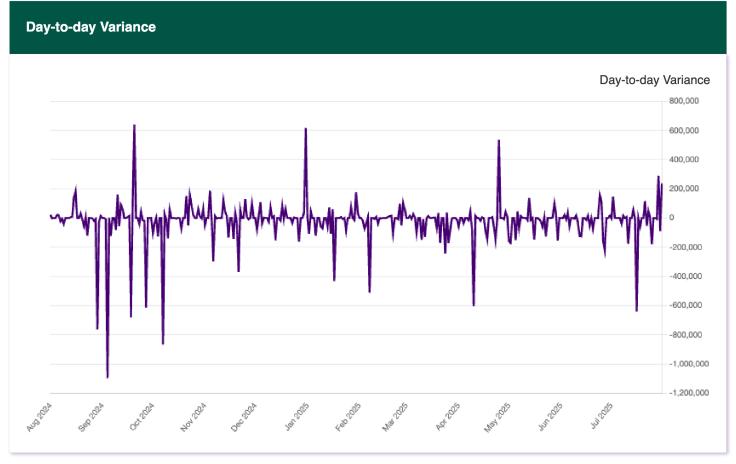
Explain this chart

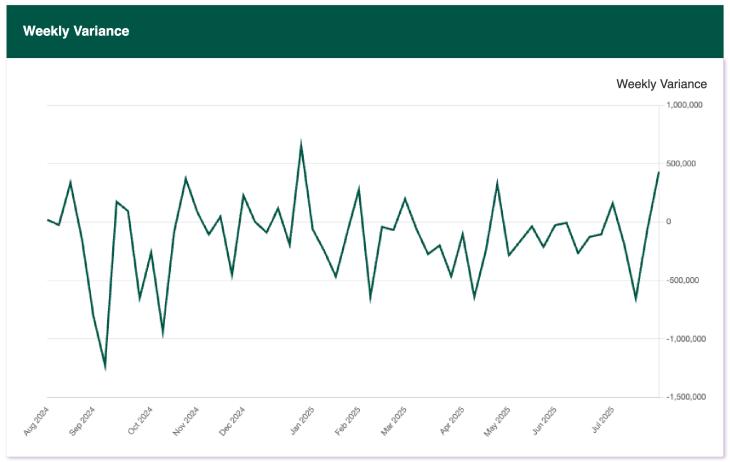
Week Ending Total Forecast Forecast Net of Strategic Liquidity Low Forecast Prior Year Actual

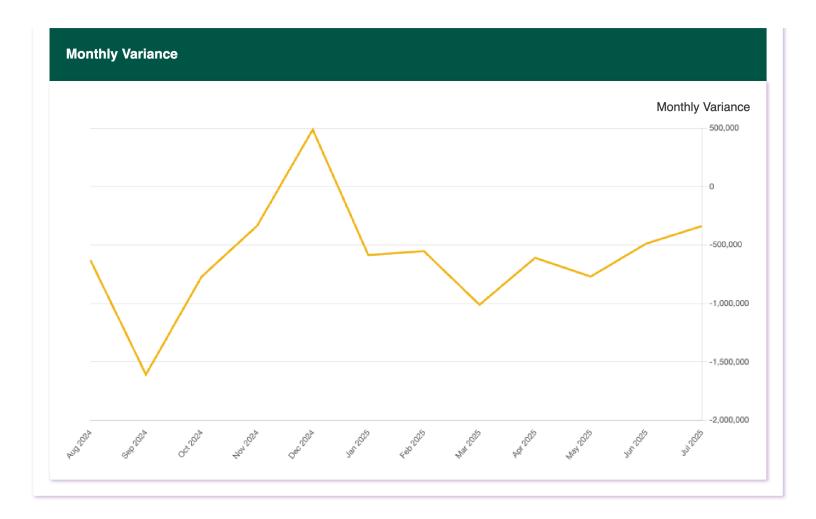
liquidity forecast model®

Monthly Net Change in Cash

Month	Positive Cash flows	Negative Cash flows	Net Monthly Impact
Aug 2024	\$450,392	(\$1,079,040)	(\$628,649)
Sep 2024	\$1,127,608	(\$2,735,776)	(\$1,608,167)
Oct 2024	\$648,568	(\$1,419,765)	(\$771,197)
Nov 2024	\$712,567	(\$1,048,162)	(\$335,595)
Dec 2024	\$1,010,635	(\$522,495)	\$488,140
Jan 2025	\$477,871	(\$1,064,104)	(\$586,233)
Feb 2025	\$306,247	(\$858,365)	(\$552,118)
Mar 2025	\$138,890	(\$1,150,044)	(\$1,011,154)
Apr 2025	\$663,648	(\$1,273,111)	(\$609,463)
May 2025	\$330,893	(\$1,100,598)	(\$769,706)
Jun 2025	\$382,186	(\$869,698)	(\$487,512)
Jul 2025	\$919,010	(\$1,256,681)	(\$337,671)







Account Optimization

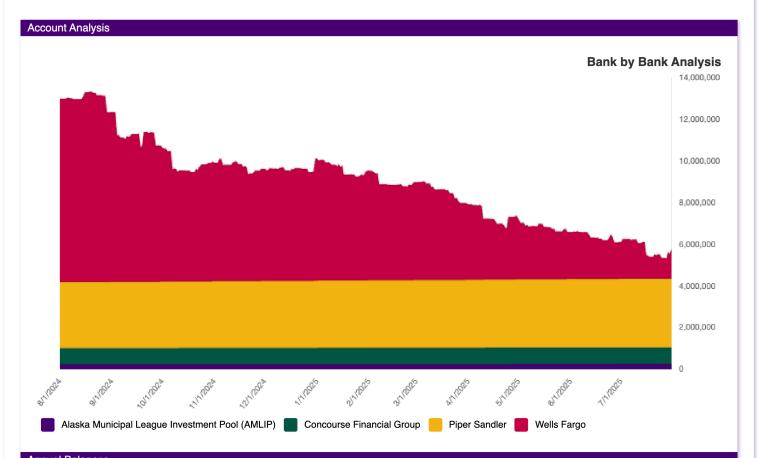
The following analysis provides a detailed review of your financial relationships and account structure, identifying areas to improve efficiencies as well as reduce expenses. An optimized account structure will simplify balance management and allow you to more easily maximize the value on all cash.

cashVest Analysis

Account Analysis

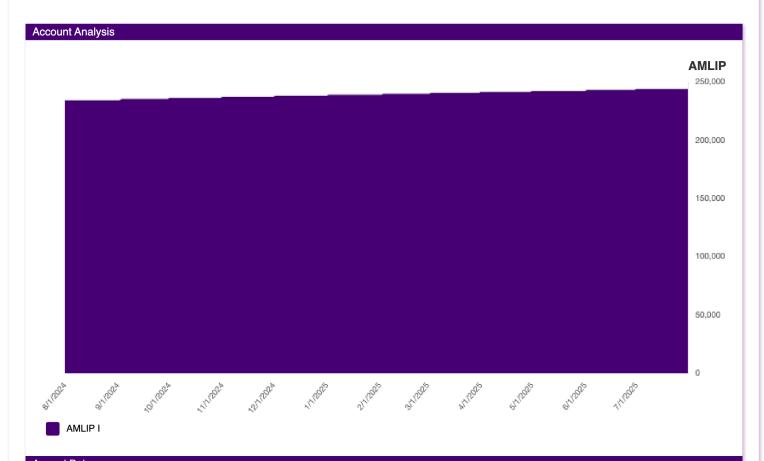
The dropdown above enables the City to select and view different groups, typically by bank. As each group is selected, the table below the graph will display the relevant data and interest rate history for each account within that group. The table can also be used to identify funds in low-yielding accounts with appropriate balances for high-yield liquid accounts and/or fixed income. The red section represents the Wells Fargo x3096 account and confirms that the full decrease in the City's cash position is directly associated with that one account. All other colors show steady balances. The steadiness of those balances for more than 12 months indicates that fixed-income investments are a viable and valuable option to help the City preserve and protect its interest revenue.

Bank by Bank



Annual Balances					
	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
Alaska Municipal League Investment Pool (AMLIP)	\$243,740	\$239,021	\$234,034	4.49%	\$10,728
Concourse Financial Group	\$792,011	\$781,976	\$768,103	0.45%	\$3,537
Piper Sandler	\$3,324,383	\$3,248,182	\$3,178,709	4.48%	\$145,673
Wells Fargo	\$1,406,764	\$4,656,353	\$981,776	0.00%	\$0
Grand Total	\$5,766,898	\$8,925,532	\$5,330,024	1.79%	\$159,938

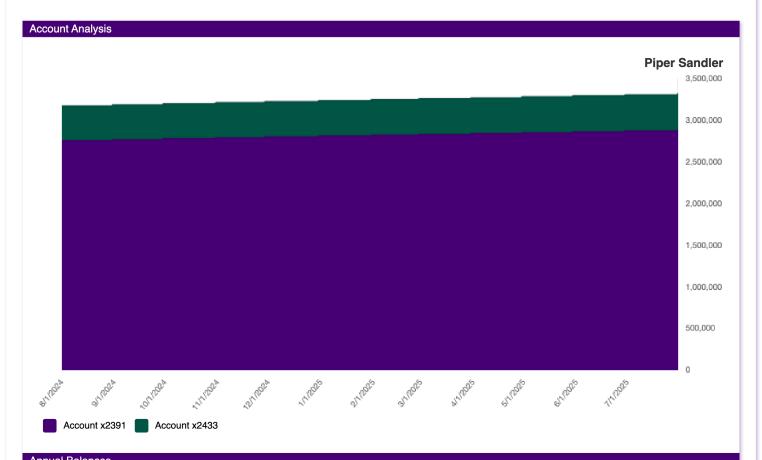
eriod Balances					
	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
Alaska Municipal League Investment Pool (AMLIP)	\$243,740	\$243,316	\$242,050	4.16%	\$1,690
Concourse Financial Group	\$792,011	\$792,011	\$792,011	0.00%	\$0
Piper Sandler	\$3,324,383	\$3,307,253	\$3,301,056	4.22%	\$23,327
Wells Fargo	\$1,406,764	\$1,745,732	\$981,776	0.00%	\$0
Grand Total	\$5,766,898	\$6,088,312	\$5,330,024	2.46%	\$25,017



Annual Balances					
	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
AMLIP I - x0606	\$243,740	\$239,021	\$234,034	4.49%	\$10,728
Grand Total	\$243,740	\$239,021	\$234,034	4.49%	\$10,728

Period Balances					
	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
AMLIP I - x0606	\$243,740	\$243,316	\$242,050	4.16%	\$1,690
Grand Total	\$243,740	\$243,316	\$242,050	4.16%	\$1,690

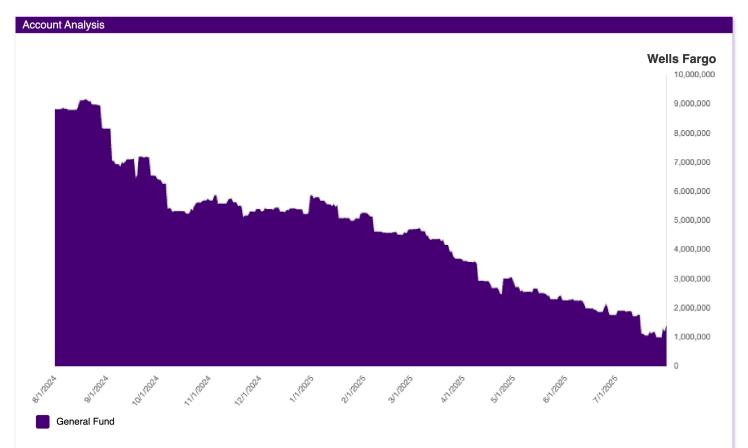
Piper Sandler



Annual Balances					
	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
Account x2391 - x2391	\$2,887,874	\$2,821,679	\$2,761,329	4.48%	\$126,545
Account x2433 - x2433	\$436,509	\$426,503	\$417,381	4.48%	\$19,128
Grand Total	\$3,324,383	\$3,248,182	\$3,178,709	4.48%	\$145,673

Period Balances					
	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
Account x2391 - x2391	\$2,887,874	\$2,872,994	\$2,867,610	4.22%	\$20,264
Account x2433 - x2433	\$436,509	\$434,259	\$433,446	4.22%	\$3,063
Grand Total	\$3,324,383	\$3,307,253	\$3,301,056	4.22%	\$23,327

Wells Fargo



Annual Balances					
	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
General Fund - x3096	\$1,406,764	\$4,656,353	\$981,776	0.00%	\$0
Grand Total	\$1,406,764	\$4,656,353	\$981,776	0.00%	\$0

Period Balances					
	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
General Fund - x3096	\$1,406,764	\$1,745,732	\$981,776	0.00%	\$0
Grand Total	\$1,406,764	\$1,745,732	\$981,776	0.00%	\$0

Treasury Services

cashVest Analysis

The City's ECR with Wells Fargo decreased from 1.40% in May to 1.20% by June. The June 2025 analysis statement was the only statement available by the time of this report. The City continues to be in an excess position with Wells Fargo, building excess credit. Having too many balances over what is needed for offsetting fees results in accounts not providing value and is the equivalent of overpaying for banking services. Through June 2025, excess credit totaled \$17,816. On average, we estimate the City needs around \$950,000 in average balances at the current ECR to fully offset monthly fees. This is the basis for the sweep account recommendation with a peg balance (or the balance that does not sweep to an investment account) of \$1,000,000 (conservative amount). Considering the City has substantial excess credit for 2025, the peg balance could be \$0, then adjusted up for January 2026.

cashVest Analysis

Balance Summary

The below figure for the Balance Needed to Offset Fees is based on the ECR of 1.20%, but does not take into account the extra FDIC fees paid on balances not needed to offset fees. The \$950,000 calculated takes into account the overpayment of FDIC and adjusts accordingly. Even with the higher estimate of balances needed to offset fees, the table below does show \$932,239 in excess balances - balances not providing any value for June.

Earnings Credit Rate (ECR)

The City continues to be in an excess position. For June, total fees were \$1,085, but the City was in an excess position. The City is on an annual settlement period from January - December. Any excess credit is considered lost value to the City at the end of the year, as this credit is not transferred to the new settlement period.

Total Fees and Credits

The City's ECR decreased from 1.40% in May to 1.20% in June. Further, incorporating FDIC fees, this rate is further reduced to 1.04%. The City would receive better value through transitioning accounts that provide rates higher than 1.04% as the City already holds much more than what is necessary for offsetting banking fees.

Line Item Fees

Balance Related Fees represent the largest portion of fees for the City. The FDIC fee is based on the total average balances over the period. The City keeps high balances in this account, resulting in a high total FDIC fee. Reducing balances to what is needed to cover monthly banking fees (no more than \$950,000) will directly reduce the FDIC fee, and the reallocated balances will earn better value elsewhere. Sweep investment services is the easiest way to accomplish this.

Wells Fargo AllAccounts

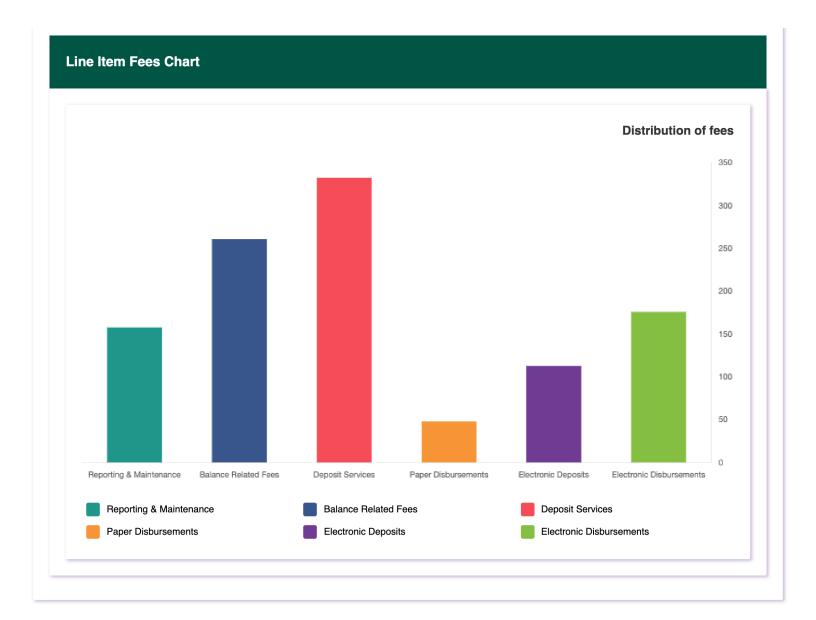
Balances	Amount
Balance Available to Offset Fees 😯	\$2,032,754
Balance Needed to Offset Fees	\$1,100,516
Excess/(Deficit) Balances	\$932,239

Rate name	Percentage
Average Earnings Credit Rate (ECR)	1.20%
FDIC Fee	0.16%
net Earnings Credit Rate (nECR)	1.04%

Fees	
Total Line Item Fees	(\$1,085)
Fees Offset Through Compensating Balances	\$2,005
Excess Credit / (Hard Fees)	\$919

Line Item Fees Table

Category	Total costs	Subcategory	Unit Price	Volume	Cost
Reporting & Maintenance	\$157 (14.5%)	Other			\$157
Balance Related Fees	\$260 (24.0%)	FDIC			\$260
Daniel Carrier	\$332 (30.6%)	Cash	\$0.00	46,211	\$185
Deposit Services		Checks (received)	\$0.54	273	\$147
Paper Disbursements	\$48 (4.4%)	Checks (issued)	\$0.76	63	\$48
Electronic Deposits	\$112 (10.4%)	ACH Receipts	\$0.98	115	\$112
Electronic Disbursements	\$176 (16.2%)	ACH Disbursements	\$1.03	171	\$176



Liquidity Proficiency



0
Unchanged from prior period

Summary

Stress-test modeling confirmed a Strategic Liquidity of \$6.375 million, including a \$4.125 million Cushion.

Drivers for Your Score

Data suggests that the City can invest \$4.125 million without affecting balances needed for daily operations and \$6.375 million during high-cash periods. The City heavily relies on liquid accounts. The City had 2 CDs with TVI that totaled \$492,000. On average \$4.3 million was in high-yielding accounts and \$1.7 million was held in low-yielding accounts during the 2-month period.

Data suggests that the City can maintain between \$600,000 - \$800,000 in low-yielding accounts. The General Fund x3096 is the only low-yielding account and does not earn interest, but offsets banking fees instead. The City would see better value if all but \$800,000 were transitioned from this account to a high-yield or fixed income earning at least 4%, representing an opportunity cost of \$154,200+ annually.

Warnick Rate Indicator®



0 Unchanged from prior period

Summary

The City's average return on its interest-bearing balances (x0606, x2391, x2433) over the two-month period was 3.74%. Including accrued interest from the City's 2 CDs, this rate increases to 4.32%.

Drivers for Your Score

The 30-day US Treasury benchmark during the analyzed period was 4.31%.

A sweep account through Wells Fargo, with a peg balance of \$1,000,000, will allow all banking fees to be covered by balances, while excess balances are transferred each day to earn interest. The City continues to have too much in the x3096 account than what is needed for offsetting banking fees, resulting in lost value on those excess balances. Further, this account is earning a nECR of only 1.04%. The City can find better value through a high-yielding account or fixed income providing rates of at least 4%.

Cash Flow Optimization



0 Unchanged from prior period

Summary

The City maintains a streamlined account structure, with all operating activity managed through a single bank, Wells Fargo, and high-yield liquid holdings with Piper Sandler and AMLIP.

Drivers for Your Score

The City's ECR with Wells Fargo was reduced from 1.40% in May to 1.20% in June. July's analysis statement was not available during the time of this report.

Without July's analysis statement, it is difficult to accurately calculate the City's check-to-ACH ratio for June and July. Transactional data includes ACH batches and does not accurately represent the number of ACHs disbursed. That being said, looking at dollar disbursements would be more representative. This ratio is \$5 via ACH to \$1 via Check. This is an excellent ratio as checks are the #1 source of bank fraud and can add up to an additional \$1 in ancillary costs per check.

Investment Policy



0 Unchanged from prior period

Summary

The City does not have an Investment Policy Statement (IPS). A Municipal Code was provided to us. However, IPS is required for a higher score.

Drivers for Your Score

An IPS provides the framework in which the City staff can make investment and banking decisions that maintain liquidity, safety, and return based on market conditions.

three+one will work with the City to adopt a policy that meets state legal requirements and provides the guardrails needed to maximize the value of all cash assets while supporting daily operating disbursements.

Strategic Liquidity

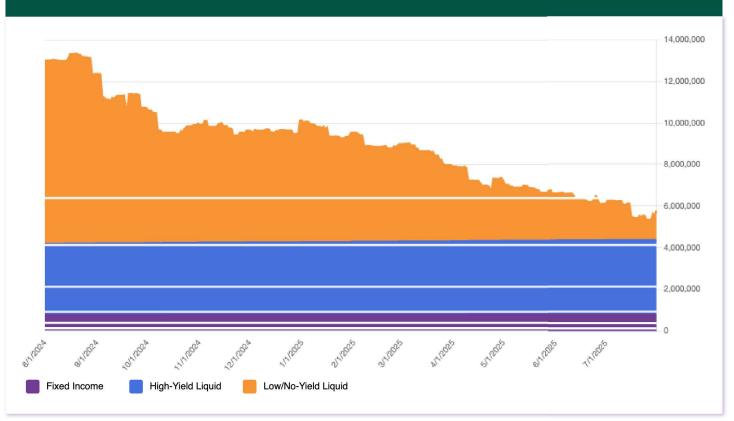
\$6,375,000

Total Strategic Liquidity

	LEVEL 5 \$125,000	LEVEL 4 \$250,000	LEVEL 3 \$550,000	LEVEL 2 \$1.2M	LEVEL 1 \$2M	Cushion \$2.25M	Working ? Capital \$2,550,532	Total \$8,925,532
Duration	24-30 months	18-24 months	12-18 months	6-12 months	1-6 months	Up to 30 days	Daily	Varies
Benchmark Rates	3.94%	4.02%	4.10%	4.31%	4.40%	4.49%	4.49%	4.40%
Benchmark Values	\$4,925	\$10,050	\$22,550	\$51,720	\$88,000	\$101,025	\$114,519	\$392,789

^{*} Treasury Yield Curve Rates as of 7/31/2025

Investment vs Strategic Liquidity Levels



Mayor Alice Ruby

Acting City Manager Jack Savo, Jr.



Dillingham City Council

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall Kevin McCambly

MEMORANDUM

Date: August 25, 2025

To: Jack Savo, Jr., Acting City Manager

From: Phil Baumgartner, Public Works Director

Subject: Monthly report

August has been both productive and with the completion of fishing, returned to a more structured operation. A structure for storage of EMS' emergency generator and siding of the EMS office were completed. Repairs to landfill buildings, continued work to improve "bear fences," clearing rifle range brush, swept sidewalks and graded as staffing and conditions allowed.

We have five positions open and are reviewing applications, conducting interviews and onboarding new personnel. We coordinating with others to schedule Heavy Equipment Operator training in Dillingham for November.

Underway:

 Union negotiations, coordinating logistics for incinerator repair, Waterline Extension RFP review, building additional RFPs,

Accomplishments:

- Consolidated used oil and new coolant ("antifreeze") system, rebuilt used oil containment structure, continued mowing, organizing and decluttering COD properties
- Landfill returned to regular hours, adherence to rate sheet, preparing for repairs
- Water sampling, hydrant flushing, daily checks and facility maintenance has kept Water/Wastewater busy. After a system failure attributed to incoming power and internal safety measure issues, the water treatment systems were returned to operational conditions on contact & troubleshooting with the design engineer.
- Confirmed Code requirements for new water service installation

Upcoming:

 Heavy Equipment Operator training, Landfill Operations training, applicant interviews, incinerator repairs, evaluating erosion mitigation through dredge spoils

City of Dillingham Page 1 of 1

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

Mayor Alice Ruby

Acting City Manager Jack Savo



Dillingham City Council

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall

MEMORANDUM

Date:

August 19, 2025

To:

Jack Savo, Acting City Manager

From:

Scott Runzo, Fire Department Coordinator

Subject:

Fire/EMS Report

Acknowledgements and Recognitions

- EMS Calls (June 1 Present): 95
- Fire Calls (June 1 Present): 8
- Additional Service Calls & Wellness Checks (Not Included Above): 12

Fire Board Members

- Fire Chief: Koolie Heyano
- Assistant Fire Chief: Kevin Hardin
- **Fire At-Large:** John Taylor
- Medical Squad Director: Clint Reigh
- Assistant Medical Director: Brandi Olson
- Medical At-Large: Malcolm Wright

Department Accomplishments & Upcoming Activities

• September is the time when volunteers return, and training season begins. At the end of

City of Dillingham

Page 1 of 2

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

- September there is the state
- fire training conference and we hope to take 4 volunteers to this.
- EMS is finalizing a comprehensive Memorandum of Understanding (MOU) with BBAHC, which includes inventory control, updated Standard Operating Procedures (SOPs), and revised policies and procedures.
- The Fire Department is implementing a federally updated fire management system. Training will be provided for personnel responsible for entering fire statistics.
- A community open house is being planned to encourage new volunteers to join the Fire Department.
- This year, we anticipate having more trained volunteers available for shifts than in the past five years.

Projects – Progress, Public Engagement & Preparations

- EMS will be participating in the upcoming "out of the darkness" walk on September 6th. This event will promote suicide prevention.
- The ISO update is currently in progress, with a target completion date of **September 2025**.
- EMS Prevention is developing a prevention calendar for the upcoming year.
- EMS is conducting a rate comparison study to evaluate and potentially revise the ambulance fee structure.
- This fall, we will collaborate with local schools to introduce new prevention programs for elementary and middle school students.
- EMS and Fire are partnering with community members to host a Wilderness Survival Program in October. We already have 20 participants registered.

Public Feedback

 We've received positive feedback regarding the summer EMT teams, especially regarding their service quality and response times.

City of Dillingham Page 2 of 2

Mayor Alice Ruby

Acting City Manager Jack Savo Jr.



Dillingham City Council

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall

MEMORANDUM

Date: August 25, 2025

To: Jack Savo Jr., Acting City Manager

From: Christopher Maines, Planning Director

Subject: August 2025 Monthly Report

Upcoming Planning Commission Activity:

The Planning Department, in collaboration with the Planning Commission, has begun work on key issues for Fiscal Year 2026. The first of which is Dillingham Streets and Roads.

Street and Road Compliance Issue

Staff has identified a significant municipal code compliance issue regarding street maintenance practices. The city currently maintains various streets without formal acceptance agreements as required by Municipal Code Sections 17.23.090 and 17.23.100, while simultaneously declining to maintain other streets such as Dragnet Drive and Squaw Creek Road. This creates inconsistent treatment of property owners and potential legal exposure.

Current Situation

Our review reveals that no city-maintained street has the required formal inspection and written acceptance documentation mandated by municipal code. The code clearly distinguishes between dedication (automatic upon plat recording) and acceptance (requiring formal city inspection and written agreement). Without following proper acceptance procedures, the city lacks legal authority for current maintenance decisions. This inconsistency affects three categories of property owners:

- Those receiving city maintenance without formal agreements
- Those denied city maintenance despite street dedications
- A theoretical third group that would have properly executed agreements (currently Waskey Road)

Legal and Financial Implications

The current approach violates established municipal code requirements and creates several risks:

City of Dillingham Page 1 of 3

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified, and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

- Unauthorized expenditure of city funds on streets without legal maintenance obligations
- Potential liability for refusing maintenance where legal obligations may exist
- Unequal treatment of similarly situated property owners
- Budget planning difficulties due to unclear actual responsibilities

Recommended Solution

Staff recommends a four-phase approach to resolve this compliance issue:

- 1. Street Inventory and Assessment (6 months): Catalog all city streets, current maintenance practices, construction standards, and legal status
- 2. Policy Development (3 months): Establish objective criteria and procedures for street acceptance based on code requirements
- 3. Community Engagement (6 months): Public notification, meetings, and input process for affected property owners
- 4. Ordinance Adoption (6 months): Comprehensive street maintenance ordinance with clear legal basis for all decisions

Requested Council Action

Staff requests Council direction to proceed with developing a comprehensive Street Maintenance Ordinance that brings city practices into compliance with existing municipal code. This would include conducting the necessary street inventory, establishing clear acceptance criteria, and engaging the community in developing fair, legally defensible maintenance policies.

The current system requires immediate attention to ensure legal compliance and equitable treatment of all property owners within the municipality.

Planning Department Activity:

Dillingham Community Action Plan

The Dillingham Community Action Plan will be seeing its first projects involving the Dillingham City School District. Currently a schedule is being developed for a walking satellite bus group, in which students with chaperones will be dropped off at the local harbor and walk to school in the morning. The aim is to promote healthy walking habits and aid in preventing additional traffic at the school during morning student drop-off. The second project will involve students painting the crosswalks on Seward and D Street in the official school colors and logos. The aim is to give students a sense of ownership and provide pedestrians safer crosswalks that adhere to the natural use patterns.

EPA Landfill Appropriation

Key Milestone: NEPA Process Complete

The Planning Office received news that the NEPA Process is complete and that no negative findings were found. We have received several forms that need to be updated on account of the extended delay. The new project start date will be slated for September 1, 2025. We are hoping to have our grant agreement in place before the start of the federal calendar year. I will keep the council posted on updates as they become available.

City of Dillingham Page 2 of 3

EPA Brownfields Inventory Grant

There are no updates to report this month. Regular updates on project status and milestones will be provided to the council as work progresses through the coming months.

Benthic GeoScience

I met with David Oliver with Benthic GeoScience on August 19th, 2025. He is currently conducting a feasibility study for a fiberoptic line that is proposed to cross from Kanakanak Beach across the Nushagak River. The meeting was purely informational and I will update the Council as more information is available.

Rural Professional Housing Grant Application

The Planning Department has successfully submitted the City of Dillingham's preapplication to the Alaska Housing Finance Corporation (AHFC) for the Rural Professional Housing Grant program. This competitive annual funding initiative is specifically designed to create affordable rental housing for essential rural professionals, including teachers and healthcare workers who are critical to our community's well-being and economic stability.

I will be attending the training on this application on September 3, 2025. The course is all day and will be held in Anchorage. As a cost savings I have elected to attend remotely.

City of Dillingham Page 3 of 3

Page 102



MEMORANDUM

DATE:

8/25/25

TO:

City Manager

FROM:

Chief of Police

SUBJECT: Police Department Report for August 2025

STAFF REPORT

The Dillingham Police Department:

Patrol:

The police department is currently in the process of accreditation with Northwest Accreditation.

Corrections:

During the month of August corrections held 23 people in the correctional facility.

DMV:

- 02- Commercial D/L
- 48 Driver License
- 23 Identification Cards
- 03 HC Permits (No Fee)
- 07– Miscellaneous Fees
- 46 Vehicle Registration
- 39 Title / Lien

25 – Boat Registration

09-Road Test

00-License Services

12-AK Written Test

DEPARTMENT OF CORRECTIONS

Contract Jails Coordinator- Justin François

1300 E. 4th Avenue

Anchorage, AK 99501

Month: August 2025
Facility Reporting: Dillingham Jail
Total Number of Man-Days Served: 99
Total Number of Persons: 14 10-80 AND 9 T-47
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE SERVICES RENDERED.
Certifying Officer: SGT. W. FORMAN (Print Name)
SG.T. WILIIAM FORMAN
(Signature)
Title: Correctional Supervisor
Note: This form must accompany the Monthly Booking Report

Monthly Report for AUGUST 2025

Dillingham Corrections:

As of August 1st there were 23 inmates held in the Dillingham Jail Facility. We held 9 individuals under the Alaska Statutes T-47 protective custody. 0 Juveniles.



RECEIVED

AUG 2 0 2025

City of Dillingham

Corrections Report Cash Count - Commissary Account: 1000 4722 20 21 0000 0

Date 8/19/2025 Coin Currency 20 x 1.00 = \$20.00**PENNIES ONES** x .01 ____ x 5.00 = <u>\$</u> **NICKELS** x .05 **FIVES** x .10 x 10.00 = \$**TENS DIMES QUARTERS** ____ x .25 **TWENTIES** 3 x 50.00 = \$ 150.00 **FIFTIES HALVES** ____ x .50 HUNDREDS 3 $\times 100.00 = \$ 300.00$ **DOLLARS** x 1.00 = \$ Checks Check # Check \$ Check # Check \$ Check # Check \$ TOTAL CURRENCY TO DEPOSIT <u>\$</u> 1010.00 TOTAL CHECK(S) TO DEPOSIT TOTAL DEPOSIT Date Supervisor Signature Chief Signature Finance Signature Date

City of Dillingham

Monthly Administrative Report

Department/Program: Corrections	By: Sgt. W. Forman	Date: 08/20/2025
Operations: Jail is operational with 4 current staff.		
Commissary Sales for the month of March: \$1010.00		
Fingerprints done for the month of March: \$0.00		
Staffing:		
Staffing at this time; there are currently 5 officers		
Fully staffed at this time		
Projects: New faucet installed in kitchen Waiting on the new door to cell #5 to arrive. Kitchen sink drains fixed •		
Facility Needs: Currently the city maintenance is working on minor maintenance issues that arise.		
Tools & Equipment Needs: New cameras for cells that have privacy masking software. New cameras need to be able to integrate with current system.		

List of Attachments:

STATS:

Monthly Activity Report Dillingham Dept. of Public Safety

For the period of July 25, 2025, to August 20, 2025

Division of Motor Vehicle

- ❖ 02 Commercial D/L
- ❖ 48 Driver License
- ❖ 23 Identification Cards
- ❖ 03 HC Permits (No Fee)
- ❖ 07 Miscellaneous Fees
- ❖ 46 Vehicle Registration
- ❖ 39 Title / Lien
- ❖ 25 Boat Registration
- ❖ 09 Road Test

Customer Assist:

- ❖ 00 License Services
- ❖ 12 AK Written Test
- The credit card reader still not working, credit card must be manually entered.

Mayor Alice Ruby

Acting City Manager
Jack Savo Jr.



Dillingham City Council

Michael Bennett
Curt Armstrong
Kaleb Westfall
Kevin McCambly
Bertram Luckhurst
Steven Carriere

MEMORANDUM

Date: 8/21/2025

To: Jack Savo Jr., Acting City Manager

From: Daniel Miller, Port Director

Subject: Monthly Report: August 2025

Upcoming Events:

9/2: Pull East-side Docks at Harbor

9/24: Proposed Port Advisory Committee Meeting

• 9/26: Pull Remaining Docks

Winterize and shut down Ice Machine

Shut down Harbor for Winter season

Projects – Progress and Public Impacts:

- Replace compressor for cold storage in icehouse
- Develop a plan for improved Kanakanak Beach Access maintenance
- Work with PND Engineering to acquire all necessary permits for PIDP Grant
- Work with Nushagak Coop. to restore harbor lights and extend primary power
- Work with PW Director and Planning Director to improve security and efficiency at Dock facilities
- Working with PW Director and CRW to restore Dock lighting
- Exploring options for Harbor breakwater
- Finalize New Terminal Tariff

Completed Projects:

- 8/5: August Port Advisory Committee meeting
- 8/20: Meeting with Corps of Engineers to discuss dredging contract

Public Feedback:

- Repair cold storage for ice machine
- Restore harbor lights
- Repair/Replace docks

City of Dillingham Page 1 of 1

Mayor Alice Ruby

Acting Manager Jack Savo Jr.



Dillingham City Council

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall Kevin McCambly

MEMORANDUM

Date: August 21, 2025 for the period from July 23 to August 21, 2025

To: Jack Savo Jr., Acting City Manager
From: Abigail Flynn, Acting City Clerk
Subject: Monthly Report for August

Needs: Yupik Speakers willing to be October 7th Election Day interpreters, Election Judges, Candidates for open seats for the next election, donations of garden produce and subsistence foods, fish and meat for the Senior Center.

City Clerk Department Accomplishment and Opportunities Since the Last Report:

- Continuing to work with the legal team on the current foreclosure recording.
- Getting ready to issue certificates of redemption once the foreclosure is recorded.
- Public Notices made for Election ads 1 and updated ad 1.
- 4 records requests completed, ahead of the 10-day window.
- Communicated with Dianne Blumer. She would like the council's priority list in October or November and would like a workshop with the council.
- Continued to provide oversite to the library and senior center, with help from the Acting Manager. It has not been possible to hand over this task.
- The Records Specialist is preparing for destruction of obsolete records. 23 Boxes of obsolete records are now approved for destruction.
- Scheduled all fall meetings.
- Worked as a team member to bring the RFP 2025-02 Contract to the Council.
- Identifying Municipal Codes that could use updates to present the Code Committee.

Upcoming Meetings in the Council Chambers & Important Dates: August-October

- September 4: School Facility Committee, 3:00 PM
- September 4, October 2, November 6: Regular City Council Meetings, 7 PM
- September 10, October 8, November 12: Planning Commission, 5:30 PM
- September 22, October 20, November 17: Finance and Budget, 5:30 PM
- November 13: Code Review Committee, 5:30 PM
- September 24, 10 AM: MOU
- September 26: Port Advisory Committee, 6 PM
- October 9 (Time and date to be confirmed later) Canvasing Committee
- October 16, 5:30 PM, Special Council Meeting to Certify the Election

City of Dillingham Page 1 of 2

Important Election Dates

- August 12-September 2: Filing period for declaration of candidacy for the municipal election for seats A & B on the City Council and Seat A, E & B for the School Board. See the Acting Clerk to declare candidacy.
- September 3 1 PM on October 6: Filing period for Write-in candidates.
- September 7: Voter Registration Deadline for this municipal election.
- September 22- October 22: Absentee Voting in Person and by Personal Representative, Absentee Voting by mail begins September 27.
- October 7, 8 AM-8 PM: Municipal Election (also absentee voting by Personal Representative)



PUBLIC NOTICE REGULAR CITY ELECTION – OCTOBER 7, 2025

Date and Time: Tuesday, October 7, 2025, Polls open at 8 a.m. and close at 8 p.m.

Precinct Location: City Hall, Council Chambers, 141 Main Street, Dillingham

For the upcoming Election, seats are elected at-large. The seats open are:

Council Seat A three year term School Board Seat A three year term
Council Seat B three year term School Board Seat E two year term

School Board Seat B one year term

Candidate Filing period:

Candidate: Declaration of candidacy period August 12 - September 2, 2025.

Write-in Candidate must file a letter of intent. Forms can be filled out in the Clerk's Office from 8 a.m., Sept. 3 through 1 p.m., October 6, 2025. Write-ins will **not** be listed on the ballot.

Candidate Qualifications

- · Be a registered qualified voter of the City of Dillingham;
- · Be a resident of the City for one year immediately prior to the election;
- Must have a declaration of candidacy or a letter of intent on file with the City Clerk's office.

If you are not registered to vote the registration deadline for this election is Sept. 7, 2025. You can register to vote at City Hall or visit https://www.elections.alaska.gov.

A person may vote in city elections only if the person:

- A. Is a United States citizen who is qualified to vote in state elections;
- B. Has been a resident of the City for thirty calendar days immediately preceding the election;
- C. Is registered to vote in state elections at a residence address within the City at least thirty calendar days before the City election; and
- D. Is not disqualified under Article V of the State Constitution which provides that no person may vote who has been convicted of a felony, unless they've been unconditionally discharged.

An interpreter is sought for those who need Yupik bilingual assistance. Handicap access is available on the side of the building facing AC Dockside.

Absentee Voting:

<u>In Person:</u> You can vote an absentee ballot at City Hall Sept. 22 – October 6, 8 a.m. to 5 p.m., M-F. <u>By Personal Representative:</u> A voter with a language barrier or physically disabled, may apply for an absentee ballot by personal representative, Sept. 22 – October 7.

By Mail: Off to school or on vacation, apply for an absentee ballot no later than Sept. 27, 2025.

Contact the City Clerk's office at (907) 842-5212 or cityclerk@dillinghamak.us. For more information on the election, go to www.dillinghamak.us.

City of Dillingham Page 2 of 2

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

Senior Center

Accomplishment and Opportunities for July 21st - August 17th

Accomplishments

- Days open when meals were served: 18 with 329 meals served during that time.
- Days the van ran: 19, People given rides: 192, Meals delivered: 288
- Monthly menus planned with vendors for future food purchases being established.
- Sonja Marx was provided access into the GetCare system to enter data for reporting;
 learning from the State how to record congregate & home delivered meals and rides.
- Daily receiving suggested monetary donations for meals and transportation

Staffing Update

- Senior Center van driver, Fred McCormick, back driving on July 22nd after being on medical leave. Patrick Backford drove in his absence.
- Acting Community Services Coordinator drove the van one day with assistance from Nadia Sifsof in delivering meals.

News

• Committee appointments are needed so that Senior Advisory Meetings can be set.

Grant Reporting

- The NTS grant was funded significantly lower than in past years. A budget revision is necessary.
- The NTS Biannual Progress Report & Performance Measures is still in progress as the newly Acting Community Services Coordinator is being trained to complete this report while compiling past documentation.
- NSIP claims completed monthly for reimbursements.

Needs:

 The senior center needs donations and can receive fresh, whole gutted fish & fresh whole quarters of moose. This past month OBI donated bread and frozen vegetables. Commercially canned salmon and frozen fillets were also donated by others.

Library Accomplishment and Opportunities for July 21st – August 17th:

Accomplish**ments**

Library Stats for July 21 to August 17, 2025				
623 Patron count	25 Desktop computer usage			
640 WiFi session count	105 Museum visitors			
2 AWE station usage	3 Volunteer hours			
384 Items checked out	24 Storytime attendees			
31 items renewed with 357 items checked in during this time period				
Library was closed Monday, July 21 due to staff illness				

Staffing Changes

- Two 16-week BBEDC Youth Internships ending soon. Natalie Bailey and Izabelle Savo helped keep the library running during its busy season during staff shortages.
- Sarah Fuller, our Librarian Assistant hired through the LINKED grant, resigned July 31st as she moved to the Lower 48. That position has not been advertised as our current Librarian Assistant, Rhianna Santos, absorbs those hours into her 30-hour week.

City of Dillingham

Page 1 of 2

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

- Lane Ito, our Library Aide/Clerk, remains at 20 hours a week. Both City employees work a combined 50 hours a week to keep the library open 39 hours for 6 days a week. Volunteers are needed to maintain the current schedule.
- Rhianna took her 3-week vacation to the Philippines in July and August. Lane took a 2-week family vacation in July. The Librarian covered the front desk as much as possible while taking on new duties at the senior center.

Grant Reporting

- The FY26 PLA Grant has been awarded for \$7,000. The final grant report for the PLA FY25 deadline has been extended to October 1st.
- The FY25 IMLS grant (our FY26) has been awarded. Our thanks go to the Curyung Tribe in applying for & managing this \$10,000 grant for the city for librarian wages.
- The LINKED Grant for \$25,000 continues one more year. The DCSD was awarded another 5-year grant starting FY27; however, the Dillingham Public Library will not be receiving the \$25,000 for salaries and books each year as we had in the past. Due to the very limited budget that was provided by DEED, the DCSD was unable to integrate the library into the plan; however, the new grant will continue to support the annual Summer Reading Program, book distribution, and other events hosted at the library.
- Application for the FY26 OWL award for internet costs is due by the end of August.

Library Advisory Board News

• LAB is meeting August 21 at 5:30 pm in the library. New business on the agenda includes changes needed due to overhaul of library administration, set new library hours, future events for library, and revisit the volunteer program. Open seats need filling; some expiring at the end of September.

FOL updates:

 New books purchased in memory of Jenice Cox have arrived, been processed, and are on the shelves for check out. No future meetings and events have been set as school has started. Both FOL and LAB members have sorted through discarded books and stored 18 large totes offsite for future book sales

Needs:

- Volunteers are needed to keep the library open; background checks required (paid for by the city).
- Volunteers have weeded, planted/watered flowers, pruned bushes, and painted flower beds; Buildings & Grounds have mowed, watered, and fertilized the lawn this summer.
 New signage for the library and museum has been ordered for the front lawn area

Sincerely,

Sonja Marx

Acting Librarian/ Community Services Coordinator

City of Dillingham

Page 2 of 2

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

Page 114

File Attachments for Item:

Standing Committee Reports

Finance and Budget Minutes from 05/17/2025 & 03/12/2025

Planning Commissions Minutes from 05/22/2025, 04/16/2025 & 01/08/2025

Port Advisory Committee Minutes from 02/21/2025

Library Advisory Committee Minutes from 03/18/2025



FINANCE AND BUDGET COMMITTEE

Saturday, May 17, 2025 at 12:00 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

FINANCE & BUDGET COMMITTEE MEETING CITY HALL COUNCIL CHAMBERS

141 Main Street, Dillingham, AK 99576 (907) 842-5212

CALL TO ORDER Chair Curt Armstrong called the meeting to order at 12:15 p.m.

ROLL CALL

- Members Present: Curt Armstrong (Chair), Alice Ruby (Mayor) Daniel Decker (City Manager), and Anita Foran (Finance Director, via Zoom)
- Members Absent: Kaleb Westfall (Council Member), Michael Bennet (Council Member), Steve
 Carriere (Council Member; communicated inability to attend)
- Excused Absences: Not specified
- Staff Present: Abigail Flynn (Acting City Clerk)

A Quorum of four was established.

APPROVAL OF MINUTES- none were presented.

APPROVAL OF AGENDA

Agenda approved without objection

Motion by Decker. Discussion, no additions or objections. Motion carried.

STAFF REPORTS

- Finance and Budget Report for March presented.
- Discussion included:
 - Harbor/Dock fund balance (\$667,000 at end of FY24)
 - Revenue changes and dock projects
 - Gaming tax revenue decline
 - Raw fish tax revenue
 - MARRAD grant and property cleanup costs (\$160,000)
- Follow-up: Staff to review PILT numbers and personal property tax data by Monday.

NEW BUSINESS

- 1. FY26 Budget Proposal Discussion held.
- 2. Personal Leave Accrual Rate Changes Proposal to increase from 4.62 to 6.46 hours.
 - a. MOTION: Dan Decker moved to recommend approval of the personal leave policy changes with removal of cash-out option except upon termination.
 - b. VOTE: Motion passed without objection; recommendation to forward to full council.
- 3. Organizational Chart Review Discussion held.

PUBLIC/COMMITTEE COMMENT(S)

Alice Ruby expressed appreciation for the budget packet and suggested including department priorities in future presentations.

ADJOURNMENT Chair Curt Armstrong adjourned the meeting at 3:14 p.m.

ATTEST:

Abigail Flynn, Acting City Clerk

[SEAL]

Date Approved:



FINANCE AND BUDGET COMMITTEE

Wednesday, March 12, 2025 at 5:30 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION FINANCE & BUDGET COMMITTEE MEETING CITY HALL COUNCIL CHAMBERS

141 Main Street, Dillingham, AK 99576 (907) 842-5212

Call to Order

The meeting was called to order at 5:30 PM by Curt Armstrong, Chair.

Roll Call

Present:

Curt Armstrong (Chair)
Alice Ruby (Mayor)
Council member Michael Bennett (via Zoom)
Council member Kaleb Westfall
Council member Steve Carriere
Dan Decker (Acting City Manager)
Anita Foran (Finance Director, via Zoom)
Also present
Abigail Flynn (Acting City Clerk)

A Quorum of at least four was established.

Approval of Minutes

No minutes to approve for this meeting.

Approval of Agenda

The agenda was moved for approval by the City Manager. Seconded by Steven Carriere

No formal vote was recorded, but the agenda was considered approved.

Staff Reports

- Finance and Budget Staff Report:
- Revenues and Expense Report as of December 31, 2024: A detailed report was provided.
 No questions or concerns were raised.

New Business

- 1. Set a Time for the Audit Financial Workshop:
 - The Audit Financial Workshop was scheduled for March 27, 2024, at 5:30 PM, with a special meeting to follow at 6:30 PM.
- 2. Foreclosure List (2020-2024):
 - The foreclosure list for 2020-2024 was reviewed. No formal motions or decisions were made.
 - Action Item: Further review of the foreclosure list, particularly State of Alaska properties, to be conducted.
- 3. Set a Date for FY25 Budget Revision Discussion:
 - o The budget revision meeting will be scheduled after March 31, when Anita Foran returns from vacation.

Public/Committee Comments

Public Comments:

Cade Woods (Public): Asked about the landfill fire project, particularly regarding spending and status.

Adjournment

The meeting was adjourned by Curt Armstrong at 6:54 p.m. after no further business was raised.

Abigail Flynn, Acting City Clerk

Approval Date:

[SEAL]



PORT OF DILLINGHAM ADVISORY COMMITTEE MEETING

Friday, February 21, 2025 at 6:00 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

CALL TO ORDER

ROLL CALL

1. Alice Ruby

Kevin McCambly

Steven Carriere

Dan Dunaway

Robert Heyano

Robin Samuelsen

Cole Schlagel

Committee Members Absent:

Reed Tennyson (Excused)

APPROVAL OF AGENDA

Motion to approve the agenda was made by Robin Samuelsen and seconded by Dan Dunaway. Motion passed unanimously.

APPROVAL OF MINUTES

No minutes were reviewed or approved during this meeting.

UNFINISHED BUSINESS

No unfinished business was addressed during this meeting

NEW BUSINESS

A. PIDP Grant Updates

Port Director Danny Miller presented details of the \$16.25M project.

- Includes harbor float replacement (\$10.25M), north head bulkhead extension (\$3M), and other infrastructure improvements.
- Funded by \$5M state appropriation and \$11.25M federal MARAD PIDP grant.
- Construction scheduled for Spring 2026.
- NEPA process expected to be completed by end of 2025.
- A goal is to minimize fishing season disruption.
- Questions were raised regarding:
 - Design similarities with previous plans (confirmed to be 95% similar).
 - Specialized pile driving equipment.
 - o Piling removal and replacement strategies.

B. Tariff Updates

- First major update since 2019; current rates unchanged since 2017.
- Consultant hired: International Association of Maritime and Port Executives.
- Discussion topics included:
 - Fairness of fees between personal/commercial vessels.
 - Set net vs drift boat fee structures.
 - o Harbor use for small cargo operations.
 - Concerns regarding enforcement and lack of collection for some freight operations.
 - Possibility of gate access control and sticker verification.
 - Harbor amenities compared to other ports.

C. Erosion

- Miller presented 2021 erosion projections and older Bristoll Alliance Fuels Site Erosion Report.
- Committee members discussed:
 - East side sheet pile vs rock revetment strategies.
 - Impacts from creek water outflows and potential dredging adjustments.
 - Cost-benefit of outer breakwaters and NE corner reinforcement.
 - Using dredge materials (found unviable due to soil composition).
 - Long-term usability and buildable land concerns.

D. Clean Harbors

- Miller introduced certification requirements and potential environmental benefits.
- Committee raised concerns about:
 - Enforcement burden and staffing impacts.
 - Cost of additional dumpsters, porta-potties, and waste oil facilities.
 - Lack of significant financial benefit.
- Recommendation: Delay pursuit of certification but gradually adopt environmentally beneficial practices where feasible.

PUBLIC COMMENT/COMMITTEE COMMENTS

- Provided historical context on harbor rates and vessel classifications.
- Emphasized need for better rule enforcement and erosion planning.
- Clarified port jurisdiction (dock, harbor, Kanakanak Beach, and Wood River).
- Advocated for improved enforcement strategies (e.g., camera surveillance, VHF coordination, staff presence).
- Encouraged long-term planning for harbor infrastructure and parking management.
- Raised concerns over inadequate waste and sewage management.
- Supported efforts to improve crane and ice machine functionality.
- Discussed support for increasing staff positions to enhance harbor operations and revenue collection.

ADJOURNMENT

The meeting was adjourned at 7:42 PM

ATTEST:

Abigail Flynn, Acting City Clerk

DATE APPROVED

[SEAL]

Meeting Minutes 5:30 PM / Dillingham Public Library

- Call to Order at 5:53 PM
- II. Roll Call
 - a. Rebecca Duke
 - b. LeeAnn Andrew
 - c. Janet Dieckgrafe
 - d. Amy Ruby
 - e. Sonja Marx
- III. Approval of Agenda
 - a. Approved by Janet Dieckgrafe
 - b. Seconded by Rebecca Duke
 - c. All approved
- IV. Approval of Minutes
 - a. Approved by Janet Dieckgrafe
 - b. Seconded by Rebecca Duke
 - c. All approved
- V. Librarian's Report
 - a. Grant Funding
 - LINKED Grant will be 1 more year paying for 1 staff member and \$2500 for books
 - ii. PLA Grant
 - The City of DLG Finance Department suggested Sonja buy physical books so she will adjust higher costs to the grant and books to the city budget
 - a. Sonja submits the requisition
 - b. The city approves
 - c. She receives the books
 - d. Sends a copy of the packing slip to the city to show the book was received
 - iii. Institute of Museum and Library Services (IMLS) -
 - 1. This is at risk to go away
 - 2. We get roughly \$10,000 annually
 - 3. The library applies through the tribe
 - 4. This helps pay for employee salaries
 - iv. The city budget is being cut 10% this year for the library.
 - 1. The city is looking at cutting payroll and seeking funding for that through grants.

- VIII. Public Comment/Committee Comments
 - a. No comments
 - IX. Adjournment @ 7:16 PM

DILLINGHAM CITY PLANNING COMMISSION

MEETING MINUTES

May 22, 2025

CALL TO ORDER

A regular meeting of the Dillingham City Planning Commission was held on May 22, 2025, at the Dillingham City Council Chambers and via video conferencing, in Dillingham, Alaska. Chair Kaleb Westfall called the meeting to order at 5:35 P.M.

ROLL CALL

Members Present:

- Kaleb Westfall, Chair (Seat A)
- Gregg Marxmiller (Seat C)
- Jenniffer DeWinne (Seat D)
- Susan Isaacs (Seat E)
- Michael Bennett (Seat F)
- Misa Webber (Seat G)
- Cade Woods (Seat B) arrived late

APPROVAL OF MINUTES

The minutes from the previous meeting were considered. Commissioner DeWinne moved to approve the minutes with amendments to include Michael Bennett's complete commissioner comments regarding welcoming new and returning commissioners and adding corrections to spelling (adding 'T' to Bennett and 'G' to Gregg on page 3). Commissioner Isaacs seconded.

Motion carried unanimously.

APPROVAL OF AGENDA

Commissioner DeWinne moved for an open agenda. Commissioner Isaacs seconded. A prior motion by Commissioner Marxmiller to move elections to new business and seat new officers at the next meeting was approved.

Motion carried unanimously.

STAFF REPORTS

Planning Director Chris Maines provided an oral report covering:

- Agnew Beck visit scheduled for first week of June to discuss comprehensive plan
- Walkability Action Institute project for safer pedestrian walkways and bike paths
- Downtown traffic configuration experiments including potential D Street modifications
- Population data: Dillingham currently at 2,048 residents (declined 4% since 2000)
- Housing survey indicating need for 100 additional units despite population decline
- Fish tax status: 2.5% tax remains in code but unenforced since annexation ruling overturn

Follow-up Actions:

- Staff to email commissioners about Agnew Beck meeting details
- Staff to prepare freight traffic solution for harbor area
- Staff to coordinate comprehensive plan public outreach

CITIZEN COMMENTS

No citizens were present for public comment.

PUBLIC HEARINGS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Item 1: Comprehensive Plan Discussion

Staff presented the seventh version executive summary of the comprehensive plan. Discussion focused on public outreach strategies including:

- Public meetings after fishing season
- Survey tools and QR codes
- Community event information boards
- Lunch and learn sessions

No formal motion was made. Staff will coordinate public feedback collection.

Item 2: Election of Planning Commission Officers

Motion to elect Cade Woods as Chair: Nominated and seconded (nominees not clearly identified in record). Vote: 6 Yes (Webber, Bennett, Isaacs, DeWinne, Marxmiller, Woods), 1 No (Westfall) Motion carried.

Motion to elect Gregg Marxmiller as Deputy Chair: Nominated and seconded (nominees not clearly identified in record). Commissioner Webber was initially nominated but declined. Vote: Unanimous approval Motion carried.

Note: Newly elected officers will assume positions at the next meeting.

COMMISSIONER COMMENTS

- Commissioner Isaacs thanked Chair Westfall for outstanding leadership
- Commissioner Marxmiller expressed appreciation for diverse perspectives
- Commissioner DeWinne offered community health needs assessment materials
- Commissioner Webber thanked staff for comprehensive plan information
- Commissioner Woods expressed appreciation for opportunity to serve
- Commissioner Bennett had no comments

CHAIR'S CLOSING REMARKS

Chair Westfall thanked commissioners for their volunteer service and acknowledged the significant time commitment required. He emphasized the unique opportunity to shape Dillingham's future growth, address community needs, and execute the will of the people through planning work.

ADJOURNMENT

Chair Westfall adjourned the meeting at 6:52 P.M.

NEXT MEETING

Date to be determined - discussion of June meeting before fishing season or July/August meeting after fishing season. Staff will coordinate schedules.

Abigail Flynn, Acting City Clerk

ATTEST

Date Approved: 08/20/2025



PLANNING COMMISSION

April 16, 2025 at 5:30 PM

MINUTES

In compliance with the Americans with Disabilities Act, individuals needing special accommodations / during this meeting should notify the City of Dillingham at 907-842-5212 at least three working days before the meeting.

MEETING INFORMATION

PLANNING COMMISSION REGULAR MEETING CITY HALL COUNCIL CHAMBERS / 5:30 p.m.

CALL TO ORDER

Commissioner Kaleb Westfall called meeting to order at 5:31 PM on April 16, 2025.

ROLL CALL

Present:

Kaleb Westfall, Gregg Marxmiller, Susan Isaacs, Cade Woods, Jennifer DeWinne,

Michael Bennett, Misa Webber

APPROVAL OF MINUTES

Minutes were approved by unanimous consent of the Planning Commission.

APPROVAL OF AGENDA

MOTION 0425-01

Susan Isaacs moved to approve the agenda as presented, seconded by Cade

Woods. Motion carried without objection.

COMMUNICATIONS

Planner Chris Maines presented reports for March and April.

CITIZEN'S COMMENTS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

1. PLANNING COMMISSION GUIDE

Christopher Maines presented a consolidated guide of codes and procedures

2. PLANNING COMMISSION PROCEDURE

Discussion of subdivision standards and requirements

3. CAPITAL IMPROVEMENT PROGRAM

Reviewed 31 current projects and discussed six-year planning process

COMMISSIONER COMMENTS

Susan Isaacs- welcomed new members and excitement to see new ideas and perspectives. Sue also commended Chris's work.

Jennifer DeWinne- mentioned her love of capital projects and enthusiams for being a part of the Planning Commission.

Misa Webber- said she was happy to be part of the Planning Commission. Looked forward to working on the CIP and the Comprehensive Plan.

Michael Bennett- welcomed the old and new commissioners. Offered to help anyone if they had questions.

Cade Woods- is looking forward to continuing to learn more about the process and the discussions.

Gregg Marxmiller- thanked volunteers and shared experience from Anchorage's Fashion Week

Kaleb Westfall- expressed excitement about working on the comprehensive plan, acknowledged the funding in pipeline for CIP projects and thanked everyone for their participation.

ADJOURNMENT

Commissioner Kaleb Westfall adjourned the Planning Commission Meeting.

The meeting was adjourned at 6:30 PM Wednesday April 16, 2025, in the Dillingham City Council Chambers in Dillingham, Alaska

Abigail Flynn, Acting City Clerk

ATTEST

Date Approved: 05/22/2025



PLANNING COMMISSION

January 8, 2025 at 5:30 PM

MINUTES

In compliance with the Americans with Disabilities Act, individuals needing special accommodations / during this meeting should notify the City of Dillingham at 907-842-5212 at least three working days before the meeting.

MEETING INFORMATION

PLANNING COMMISSION REGULAR MEETING CITY HALL COUNCIL CHAMBERS / 5:30 p.m.

CALL TO ORDER

Commissioner Kaleb Westfall called meeting to order at 5:38 PM on January 8, 2025.

ROLL CALL

Present:

Kaleb Westfall, Gregg Marxmiller, Susan Isaacs, Cade Woods

Absent:

Liz Clark (EXCUSED), Bert Luckhurst (EXCUSED) Michael Bennet (EXCUSED)

APPROVAL OF MINUTES

MOTION 0125-04

Gregg Marxmiller moved to approve the agenda as presented, seconded by Susan Isaacs. Motion carried without objection

APPROVAL OF AGENDA

MOTION 0125-02

Gregg Marxmiller moved to approve the agenda as presented, seconded by Susan Isaacs. *Motion carried without objection.*

COMMUNICATIONS

Planner Chris Maines presented reports for December and January. Topics included land use permits, municipal property issues, possible changes to municipal code, and the comprehensive plan updated timeline.

CITIZEN'S COMMENTS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

Harbor Lease lot Replat

MOTION 0125-03 Gregg Marxmiller moved to approve the agenda as presented, seconded by Cade Woods. Motion carried without objection

Sayak Subdivision

MOTION 0125-04 Gregg Marxmiller moved to approve the agenda as presented, seconded by Susan Isaacs. Motion carried without objection

S&W Subdivision Replat

MOTION 0125-05 Gregg Marxmiller moved to approve the agenda as presented, seconded by Susan Isaacs. Motion carried without objection

Comprehensive Plan Public Meeting

The Planning Commission discussed scheduling the first public meeting for the end of March 2025.

COMMISSIONER COMMENTS

Susan Isaacs- Expressed her happiness with the consistent meeting and is hopeful to making continued progress.

Cade Woods- Looking forward to continuing to learn more about the process and the discussions.

Greg Marxmiller- Said he appreciated Chris's work in the planning department and the agenda management.

Kaleb Westfall- Noted that he was pleased with the progress and effort into putting the pieces together and improving the community.

ADJOURNMENT

Commissioner Kaleb Westfall adjourned the Planning Commission Meeting.

The meeting was adjourned at 7:08 PM Wednesday January 8, 2025, in the Dillingham City Council Chambers in Dillingham, Alaska

Abigail Flynn, Acting City Clerk

ATTEST

Date Approved: 4/16/2025

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File Attachments for Item:

Resolution No. 2025-26: Personnel Policy Update, Juneteenth Holiday

ORDINANCES AND RESOLUTIONS

Meeting Date: September 4, 2025

CITY OF DILLINGHAM, ALASKA **RESOLUTION NO. 2025-26**

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL RECOGNIZING JUNETEENTH (JUNE 19TH) AS AN OFFICIAL PAID HOLIDAY FOR CITY EMPLOYEES AND APPROVING CHANGES TO THE PERSONNEL REGULATIONS

WHEREAS, Juneteenth commemorates June 19, 1865, the day when the last enslaved people in the United States were declared free in Galveston. Texas — more than two years after the Emancipation Proclamation was issued; and

WHEREAS, the State of Alaska and the United States federal government have both recognized Juneteenth as an official holiday; and

WHEREAS, the City of Dillingham Personnel Regulations: 5.20. HOLIDAYS already states that "The City shall observe all holidays so proclaimed by special proclamation of the President of the United States or the Governor of the State of Alaska which are observed by the State of Alaska"; and

WHEREAS, adding Juneteenth as a paid holiday reinforces the City's commitment to diversity, equity, and respect for all individuals; and

WHEREAS, the City Council wishes to officially add Juneteenth (June 19th) to the list of observed paid holidays for City of Dillingham employees;

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council hereby declares June 19th — Juneteenth — to be an official **paid holiday** for all City of Dillingham employees, to be observed annually beginning in 2025.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Dillingham City Council authorizes the revisions to the following sections in the City of Dillingham Personnel Regulations: 5.20. HOLIDAYS (add "Juneteenth, June 19th" between 5. and 6. and update the numbering.)

PASSED and ADOPTED and ENACTED by the Dillingham City Council on September 4th, 2025.

ATTEST:	Alice Ruby, Mayor	
	[SEAL]	
Abigail Flynn, Acting City Clerk	_	

City of Dillingham Resolution No. 2025-26

Personnel Regulations (2023) Original

5.20. HOLIDAYS All employees in a regular full-time position shall be entitled to paid holidays as designated below. Holidays are paid on a prorated basis for regular part-time employees (except those whose wages are paid by grants that do not allow for such leave or benefits).

Holidays recognized by the City are:

- 1. New Year's Day, January 1;
- 2. Washington's Birthday, Third Monday in February;
- 3. Beaver Round-Up Day, Friday of Beaver Round-Up;
- 4. Seward's Day, Last Monday in March;
- 5. Memorial Day, Last Monday in May;
- 6. Independence Day, July 4th;
- 7. Labor Day, First Monday in September;
- 8. Indigenous Peoples Day, Second Monday in October; (Res. No. 2016-23, 04/2016)
- 9. Veteran's Day, November 11;
- 10. Thanksgiving, Fourth Thursday in November;
- 11. Friday after Thanksgiving;
- 12. Christmas, December 25;
- 13. Birthday; to be taken within one week of birthday. (Res. No. 2012-11, 3/2012)

If a holiday falls on a Sunday, the following Monday shall be the legal holiday. If a holiday falls on a Saturday, the preceding Friday shall be a legal holiday. Employees who are on approved, paid leave shall be paid for holidays which occur during their leave. (Revised 4/2016)

The City shall observe all holidays so proclaimed by special proclamation of the President of the United States or the Governor of the State of Alaska which are observed by the State of Alaska

Personnel Regulations Suggested Changes

5.20. HOLIDAYS All employees in a regular full-time position shall be entitled to paid holidays as designated below. Holidays are paid on a prorated basis for regular part-time employees (except those whose wages are paid by grants that do not allow for such leave or benefits).

Holidays recognized by the City are:

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- 3. Beaver Round-Up Day, Friday of Beaver Round-Up;
- 4. Seward's Day, Last Monday in March;
- 5. Memorial Day, Last Monday in May;
- 6. Juneteenth, June 19th; (Res. No. 2025-25, 06/2025)
- 7. Independence Day, July 4th;
- 8. Labor Day, First Monday in September;
- 9. Indigenous Peoples Day, Second Monday in October; (Res. No. 2016-23, 04/2016)
- 10. Veteran's Day, November 11;
- 11. Thanksgiving, Fourth Thursday in November;
- 12. Friday after Thanksgiving;
- 13. Christmas, December 25;
- 14. Birthday; to be taken within one week of birthday. (Res. No. 2012-11, 3/2012)

If a holiday falls on a Sunday, the following Monday shall be the legal holiday. If a holiday falls on a Saturday, the preceding Friday shall be a legal holiday. Employees who are on approved, paid leave shall be paid for holidays which occur during their leave. (Revised 4/2016)

The City shall observe all holidays so proclaimed by special proclamation of the President of the United States or the Governor of the State of Alaska which are observed by the State of Alaska

Resolution No. 2025-29: Authorizes the Administration to negotiate a lease with GCI

CITY OF DILLINGHAM, ALASKA RESOLUTION NO. 2025-29

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING CITY ADMINISTRATION TO NEGOTIATE A LEASE AGREEMENT WITH GCI COMMUNICATION CORP.

WHEREAS, the City of Dillingham is the owner of real property described as a parcel of land located within U.S. Survey 2732A, Section 20, Township 13 South, Range 55 West, Seward Meridian, State of Alaska; said property more particularly described as USS 2732A, Lot 3, Bldg. 17, Latitude 59.10092, Longitude-158.43093, which is located at 414 2nd Avenue West, Dillingham, Alaska 99576, containing .67 acres or 29,080 square feet, more or less, with all appurtenances including the Building containing approximately 1,500 rentable square feet, more or less ("Premises"); and

WHEREAS, the City of Dillingham and GCI entered into a lease agreement for the Premises on January 21, 2019; and

WHEREAS, this lease expired on December 31, 2024; and

WHEREAS, Dillingham Municipal Code 5.30.080 authorizes the disposal, including by lease, of city land to promote local trade or industry; and

WHEREAS, Dillingham Municipal Code § 5.30.100 provides, in part, that the terms and conditions of leases, easements and rights-of-way will be established by the city council for each disposal; and

WHEREAS, the City Administration has determined that this lease, like other current city leases, is no longer consistent with reasonable market values, which the City Administration seeks to bring current with reasonable market values; and

WHEREAS, a draft lease with key terms open is attached to this Resolution; and,

WHEREAS, the City Administration will utilize comparable properties and leases to negotiate an appropriate rate with GCI.

NOW, THEREFORE, BE IT RESOLVED the Dillingham City Council:

Section 1. Authority to Engage in Negotiations. The Council authorizes the Administration to negotiate a lease with GCI regarding renting the Premises described above, in substantially the same form as the attached draft lease, with substantially similar terms as the Council directed. The Administration will return to the Council for final approval of said lease by resolution.

Section 2. Effective Date. This resolution shall be effective immediately after its adoption.

PASSED and ADOPTED by the Dillingham City Council on September 4th, 2025.

ATTEST:	Alice Ruby, Mayor	
	[SEAL]	
Abigail Flynn, Acting City Clerk		

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this ___day of _____, 2025, by and between, the City of Dillingham, whose address Is PO Box 889, Dillingham, Alaska, 99576 ("Lessor"), and GCI COMMUNICATION CORP., whose address is 2550 Denali Street, Suite 1000, Anchorage, AK 99503 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain property located in Dillingham, Alaska, which includes the land more fully described below and the building thereon, which together are hereinafter referred to as the "Premises"; and

WHEREAS, Lessor desires to lease the Premises to Lessee for use as a retail store and office providing wireless communications services and for the sale of retail and commercial products related thereto; and

WHEREAS, Lessee desires to lease the Premises from Lessor for operating a retail store and office providing wireless communications services and the sale of retail and commercial products related thereto.

NOW THEREFORE, in consideration of the Premises, the covenants made herein, and the acts to be performed by the parties hereto, the parties have agreed and by this lease do agree as follows:

I RECITALS

The recitals hereinabove set forth are incorporated herein by reference for all purposes.

II LEASED PROPERTY

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property:

A parcel of land located within U.S. Survey 2732A, Section 20, Township 13 South, Range 55 West, Seward Meridian, State of Alaska; said property more particularly described as USS 2732A, Lot 3, Bldg. 17, Latitude 59.10092, Longitude-158.43093, which is located at 414 2nd Avenue West, Dillingham, Alaska 99576.

Contains .67 acres or 29,080 square feet, more or less, with all appurtenances including the building containing approximately 1,500 rentable square feet, more or less.

III LEASE TERM

The first term of this Lease shall be for five (5) months beginning on August 1, 2025, and ending on December 31, 2025. The parties agree this lease shall be backdated and effective back to August 1, 2025.

The second term shall be for one (1) year beginning on January 1, 2026, and ending on December 31, 2026.

IV OPTION TO RENEW

Lessor agrees that Lessee has the option to extend this Lease four (4) additional terms for a

period of one (1) year per term at the end of the second Lease term on the same conditions as provided herein. The maximum lease duration is five years and five months. The Lessee shall automatically be renewed at the end of each term unless Lessee notifies Lessor at least 60 days in writing prior to the expiration of the then-current term that Lessee does not intend to renew the Lease.

V RENTAL PAYMENTS

For the first lease term (last five months of	of 2025) the monthly rental p	ayment shall be Nine
Hundred Thirty Dollars (\$930) . For the second least	se term (2026), the monthly	rental payment shall be
If the option to renew is	s exercised, the rental paym	ent shall increase each
year of the lease extension by	per month (i.e., 2027	/month; 2028-
/month; etc.). Monthly rent must be pa	id in advance of the first cale	endar day of each month
without demand. Rent shall be prorated for any pa	artial month.	

VI SECURITY DEPOSIT

On the execution of this Lease, Lessee shall pay to Lessor as a security deposit the amount of Zero Dollars (\$0).

VII USE OF PREMISES/QUIET ENJOYMENT

The Premises shall be used by Lessee for the purpose of conducting and operating a retail store and office providing wireless communications services and for the sale of retail and commercial products related thereto. Lessee shall not use or permit the Premises or any part thereof to be used for any other purpose or in violation of any municipal, borough, state, federal, or other governmental law, ordinance, rule or regulation. No use will be made upon the Premises, or acts done which will Increase the existing rate of Insurance upon the property or cause cancellation of the Insurance policies covering the Premises.

VIII TAXES AND ASSESSMENTS

- (a) Lessor shall pay all taxes and assessments upon the Premises and upon the buildings and Improvements thereon, which are assessed during the Lease Term or any extension thereof.
- (b) Lessee shall pay all taxes on trade or other fixtures on the Premises, any license and excise fees or occupation taxes concerning any business conducted on the Premises, any sales tax which may become payable as a result of this Lease, and timely remit all sales taxes owed to the City of Dillingham. Failure to timely remit sales taxes owed to the City shall constitute a violation of this Lease.

<u>IX</u> <u>UTILITIES AND SERVICES</u>

- (a) Lessor shall at its expense furnish structural, building, and mechanical systems maintenance to the Premises.
- (b) Lessee shall at its expense furnish all utilities, including but not limited to heat and cooling, electricity, water, sewer, trash (option is allowed to share trash expense with the City of Dillingham as defined following in (d)) and snow removal, Janitorial, Interior maintenance and light bulbs.
- (c) Lessor shall not be liable for any loss or damage caused by or resulting from any violation, Interruption, or failure of such utility or services due to any cause whatsoever.

(d) Lessee agrees to pay for a shared trash service with City of Dillingham in the amount of 50% of the actual invoiced cost. This will be invoiced separately from rent.

<u>X</u> <u>INDEMNIFICATION OF LESSOR</u>

Lessee shall Indemnify Lessor against all liabilities, expenses, and losses Incurred by Lessor as a result of:

- (a) failure by Lessee to perform any covenant required to be performed by Lessee hereunder;
- (b) any accident, Injury, or damage which may occur In or about the Premises or appurtenances, or on or under the adjoining streets, sidewalks, curbs, or vaults resulting from the condition, maintenance, or operation of the Premises, or from any act or omission of Lessee or Lessee's agents;
 - (c) failure to comply with any requirement of any governmental authority; and
- (d) any mechanic's liens or security agreement filed against the Premises, any equipment therein, or any materials used in the construction or alteration of any building or improvements thereon

XI INSURANCE

- (a) Lessee, during the Lease Term, shall carry, at its sole expense, plate glass, public liability, general liability, and property damage insurance covering the Premises insuring Lessor and Lessee with minimum liability limits of \$1,000,000.00 CLS.
- (b) All insurance policies required to be maintained by Lessee under subsection (a) above shall name Lessor (or Lessor's designee) and Lessee as the insured, as their respective interests appear. All such policies shall contain an agreement by the insurer(s) that such policies shall not be cancelled without at least ten (10) days' prior written notice to Lessor. Certificates or copies of all insurance policies shall be furnished to Lessor promptly after the issuance thereof.
- (c) Lessor shall not be liable to Lessee, its sub-lessee, or their respective agents, employees, licensees, and Invitees for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with a broad form extended coverage.
- (d) Lessor, at his/her expense will maintain property insurance covering the building and Improvements owned by the Lessor throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold Improvements or trade fixtures.

XII CASUALTY

In case of damage by fire or other casualty to the building in which the Premises are located, without the fault of Lessee, If the damage is so extensive as lo amount practically to the total destruction of the Premises or of such building, this Lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the Premises are damaged by fire or other casualty without the fault of Lessee, Lessor may repair the damage or terminate this Lease at Lessor's sole option, if the damage has rendered the Premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired.

XIII DEFAULT BY LESSEE AND REMEDIES

The following events shall be deemed to be events of default by Lessee under this Lease:

- (a) Lessee falls to pay any installments of rent, sales tax, or other obligation hereunder involving the payment of money and such failure shall continue for a period of ten (10) days after the due date.
- (b) Lessee fails to comply with any term, provision, or covenant of this lease, other than as described in subsection (a) above, and shall not cure such failure within fifteen (15) days after written notice thereof to Lessee.
- (c) Lessee or any guarantor of Lessee's obligations under this Lease becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment of this Lease for the benefit of creditors.
- (d) Lessee or any guarantor of Lessee's obligations under this Lease flies a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any stale thereof, or Lessee or any guarantor of Lessee's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Lessee or any guarantor of Lessee's obligations under this Lease.
- (e) A receiver or Trustee is appointed for the Premises or for all or substantially all of the assets of Lessee or of any guarantor of Lessee's obligations under this Lease.
- (f) Lessee deserts or vacates, or commences to desert or vacate, the Premises or any substantial portion of the Premises, or removes or attempts to remove without the prior written consent of Lessor all or a substantial portion of Lessee's goods, wares, equipment, fixtures, furniture, or other personal property.
 - (g) Lessee does or permits to be done anything which creates a lien upon the Premises.

Upon the occurrence of any such events of default, Lessor shall have the option to pursue either of the following alternative remedies:

(1) Without any notice or demand whatsoever, Lessor may take any action permissible at law to ensure performance by Lessee of Lessee's covenants and obligations under this Lease. In this regard, it is agreed that if Lessee deserts of vacates the Premises, Lessor may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Lessee the monthly rentals and other charges provided in this Lease, without any obligation to re-let: but that if Lessor does, at its sole discretion, elect to re-let the Premises, such action by Lessor shall not be deemed as an acceptance of Lessee's surrender of the Premises unless Lessor expressly notifies Lessee of such acceptance in writing. Lessee hereby acknowledges that Lessor shall be re-letting as Lessee's agent and Lessee hereby agrees to pay to Lessor on demand any deficiency that may arise between the monthly rentals and other charges provided in this Lease and that actually collected by Lessor. It is further agreed that in the event of any default described in this Section XIII, Lessor has the right to enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Lessee Is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

Page 144

(2) Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore. Lessee hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Lessee agrees to pay to Lessor on demand the amount of ail loss and damage which Lessor may suffer by reason of any termination carried out pursuant to this subsection (2), including actual reasonable attorney's fees.

It Is further agreed that Lessee shall compensate Lessor for all expenses incurred by Lessor in effecting such repossession (Including among other expenses, reasonable actual attorney's fees and any Increase in insurance premiums caused by the vacancy of the Premises), all expenses incurred by Lessor in re-letting (including among other expenses, repairs, remodeling, replacements, advertisements, and brokerage fees), all concessions granted to a new tenant upon re-letting (Including among other concessions, renewal options) and all losses incurred by Lessor as a direct or Indirect result of Lessee's default.

XIV LESSOR MAY CURE DEFAULTS

In the event of any breach hereunder by Lessee, Lessor may, on reasonable notice to Lessee, cure such breach at the expense of Lessee. If Lessor, at any time, by reason of such breach, is compelled to pay or elects to pay any sums or money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting, prosecuting, an/or defending any action or proceeding to enforce Lessor's rights hereunder, or otherwise, the sum or sums paid by Lessor, with all interest, costs, and damages, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the month following the incurring of such respective expenses.

XV DEFAULT BY LESSOR

Lessor shall not be in default unless Lessor falls to perform its obligations under this Lease within thirty (30) days after written notice by Lessee, or if such failure is not reasonably capable of being cured within such thirty (30) day period, Lessor shall not be In default unless Lessor has failed to diligently pursue the cure to the extent possible.

XVI SUBORDINATION

Lessee accepts that this Lease is subject and subordinate to any mortgage, deed of trust or other lien presently existing upon the Premises and to any renewals and extensions thereof.

XVII LIENS AND ENCUMBRANCES

Lessee shall keep the Premises free and clear from any liens and encumbrances arising or growing out of the use and occupancy of the Premises by Lessee.

XVIII ADDITIONS. ALTERATIONS OR IMPROVEMENTS TO PREMISES

Lessee shall not make any structural alterations, additions, or improvements in or to the Premises without <u>first obtaining the express written consent of</u> Lessor. Any such alterations, additions or Improvements approved by Lessor shall be made at Lessee's expense, and Lessor may require, as a condition of approval, that Lessee agrees to return the Premises to its original condition before expiration

of the term of this Lease. In addition, Lessor may require, as a condition for such approval, that Lessee deposit with Lessor sufficient security to protect Lessor from any and all liens for materials or labor supplied to the Premises and require Lessee to furnish proof prior to the commencement of any work on the Premises that the persons employed In connection with the work have Workmen's Compensation Insurance and liability insurance sufficient, in Lessor's sole and absolute discretion, to protect Lessor from any liability In connection with the making of such alterations, additions or improvements. Notice is hereby given that Lessor will not be responsible for payment for any labor or materials furnished to the Premises at Lessee's request, and no mechanic's or materialman's liens for such labor or materials shall attach to Lessor's interest in the Premises.

XIX MAINTENANCE OF PREMISES

Lessor shall, at his expense, maintain and keep in good repair the foundations, exterior walls, roof, and other structural portions of the Premises. Lessee shall, at its expense, maintain the interior of the Premises at all times in good condition and repair, and shall commit no waste of any kind in, on or about the Premises, nor create or suffer a nuisance to exist on the Premises. At the expiration of the term of this Lease, Lessee shall surrender the Premises to Lessor in good condition, normal wear and tear excepted. Lessee shall pay for any and all damage to the Premises, the building located on the Premises and its appurtenances, and the personal property of Lessor. If abnormal wear and tear, abuse or waste of the Premises is found during the term of this Lease, Lessee shall, upon demand by Lessor, immediately eliminate such abnormal wear and tear, abuse or waste and restore the Premises to its condition at the beginning of the Lease, normal wear and tear excepted. Lessee shall be responsible for repair and replacement of doors and windows located on the Premises for any cause except for causes attributable to Lessor. At the end of the leased period, Lessee shall leave the rental space clean, including the repair of any damages to the interior walls.

LESSEE'S OWNERSHIP OF TRADE FIXTURES. MACHINERY AND EQUIPMENT

It is expressly understood and agreed that any and all trade fixtures, machinery and equipment of whatsoever nature at any time constructed, placed or maintained upon any part of the Premises shall be and remain the property of Lessee or its tenants and may be removed or replaced at any time during the Lease Term, provided Lessee or its tenants repair any and all damage to the building or Improvements resulting from such removal or replacement.

XXI LESSEE'S RIGHT TO REMOVE IMPROVEMENTS AND LESSOR'S OWNERSHIP THEREOF

Neither Lessee nor its tenants shall have the right to remove any buildings or improvements constructed or placed upon the Premises without the <u>prior written consent</u> of Lessor, and, at the expiration of the Lease Term, all buildings and Improvements on the Premises shall become the property of Lessor without the payment of any compensation to Lessee or Its tenants. Lessee shall have the right to remove any and all of Its personal property and fixtures, including furniture not permanently attached to the Premises.

XXII ASSIGNMENT SUBLEASE

Neither Lessee nor Lessee's legal representatives or successors in interest, shall assign or mortgage this Lease, or sublet the whole or any part of the Premises, or permit the Premises or any part thereof to be used by others without the express written consent of Lessor. Any consent by Lessor to any act of assignment or subletting shall be held to apply only to the specific transaction thereby

Page 146

authorized and shall not relieve or release Lessee from Its obligations or duties to Lessor under this Lease: that is, the assignor Lessee continues to be liable hereunder. Such consent shall not be construed as a waiver of the duty of Lessee, or its legal representatives, or the assigns of Lessee, to obtain from Lessor consent to any other or subsequent assignment or subletting, or as modifying or limiting the rights of Lessor under the foregoing covenant by Lessee not to assign or sublease without such consent. Any violation of any provision of the Lease, whether by act or omission, by any assignee, subtenant or undertenant, or occupant shall be deemed a violation of such provision by Lessee, it being the intention and meaning of the parties hereto that Lessee shall assume and be liable to Lessor for any and all acts and omissions of any and all assignees, subtenants, undertenants, and occupants. If this Lease is assigned, Lessor may and is hereby empowered to collect rent from the assignee. If the premises or any part thereof be under-let or occupied by any person other than Lessee, Lessor, in the event of Lessee's default, may and is hereby empowered to collect rent from the undertenant or occupant. In either of such events, Lessor may apply the net amount received by it to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and under-letting, or the acceptance of the assignee, undertenant, or occupant as tenant, or a release of Lessee from the further performance of the covenants herein contained on the part of Lessee.

XXIII SIGNS

- (a) Lessee shall be entitled at its sole cost and expense, to place appropriate signage on the exterior walls of the premises, subject to Lessor's written approval. Approval will not be unreasonably withheld
- (b) During the three (3) months prior to the expiration of the Lease Term, Lessor may place upon the Leased Land reasonably sized notices "To Rent" or "For Sale", which notices Lessee shall permit to remain without molestation.

XXIV NOTICE OF NON-RESPONSIBILITY

Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee on credit and no lien of any nature or type shall be attached to or affect the reversion or other estate of the Lessor in and to the premises herein let. At least twenty (20) days before commencing any work that Is or may be the subject of a lien for work or materials furnished to the Premises, Lessee shall notify Lessor in writing thereof, to allow Lessor, if Lessor desires, to post and record notices of non-responsibility or to take other steps the Lessor deems appropriate to protect Lessor's Interests. The provisions of this section do not eliminate the requirement for written consent(s) of Lessor.

XXV TIMELINESS REQUIRED

Time is of the essence in all actions required to be performed under this Lease.

XXVI "AS IS, WHERE IS"

Lessee leases the Premises "as Is" and "where Is" and assumes the responsibility and risks of all defects and conditions, including but not limited to environmental hazards occurring after the commencement date of the Lease. The Intent of the parties Is that Lessee has had already and shall continue to have a thorough opportunity to Inspect and study the Premises before signing this Lease, but that once the Lease is signed, Lessor shall have no further responsibility or liability to Lessee or any third party for any claims of any kind that may arise as to the Premises.

Page 147

COSTS UPON DEFAULT

In the event either party shall be in default in the performance of *any* of its obligations under this Lease, and an action is brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefore, Including full, actual, reasonable attorney's fees. Any sums due from the Lessee under this lease shall accrue interest at 10.5% per annum from the date they are due until paid in full.

XXVIII NO WARRANTIES PROVIDED BY LESSOR

Neither Lessor, nor any of its officers, employees, agents, attorneys, or representatives have previously nor does under this agreement make any representations or warranties, and none of the persons or entities described above shall in any way be liable for or with respect to:

(1) the condition of the real property or the suitability of the real property for Lessee's intended use, or for *any* use whatsoever;

XXIX NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mall to the following respective addresses:

LESSOR:

City of Dillingham PO Box 889 Dillingham, Alaska 99576

With a courtesy copy to:

Munson, Cacciola & Severin, LLP 1029 West 3rd Ave., Suite 402 Anchorage, Alaska 99501

LESSEE:

GCI Communication Corp, 2550 Denali Street, Suite 1000 Anchorage, AK 99503 Attn: Corporate Properties

GCI Communication Corp. 2550 Denali Street, Suite 1000 Anchorage, AK 99503 Attn: Corporate Counsel

or to such other respective addresses as either Lessor or Lessee may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

XXX COMPLIANCE WITH LAWS

Lessee shall comply with all applicable laws, ordinances, and regulations of duly constituted public authorities then inforce in any manner affecting the Premises, whether or not any such laws, ordinances, or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting same. Lessee further agrees It will not permit any unlawful occupation, business, or trade to be conducted on said premises, or any use to be made thereof, contrary to any law, ordinance, or regulation.

XXXI WAIVER

Neither the acceptance of rent nor any other act or omission of Lessor at any time or times after the happening of any event which would enable Lessor to cancel this Lease or declare Lessee's interest City GCI Lease

Page 8 of 10

7/31/2025

hereunder forfeited, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of right to cancel or terminate this Lease at any time that cause for cancellation or termination may exist, or be construed so as to at any future lime estop Lessor from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

XXXII HOLDING OVER

In the event Lessee remains in possession of the Premises after expiration of this Lease and all renewal terms without a written Lease, Lessee shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Insofar as they may be applicable to such month-to-month tenancy.

XXXIII BENEFIT

Subject to the restrictions stated In Article XXII hereof, all the terms, conditions, covenants and agreement In this Lease shall extend to and be binding upon the Lessor, Lessee and their respective successors and assigns and upon any person, firm or corporation coming Into ownership or possession of any interest in the Premises by operation of law or otherwise, and shall be construed as covenants running with the land.

XXXIV DEFINITIONS

The words "Lessor", Lessors", and "Lessee", "Lessees" as used in this Lease shall include both the singular and plural, the masculine, the feminine and the neuter whenever appropriate and shall include any individual or person acting In a fiduciary capacity as an executor, administrator, and trustee or in any other representative capacity. The titles of paragraphs herein are for identification only and not to be considered to a part of this Lease nor to be restrictive in any manner of the provisions of any of the paragraphs of this Lease.

XXXV SEVERABILITY

If any provision of this Lease shall be found to be Invalid, the remainder hereof shall nevertheless be carried into effect.

XXXVI APPLICABLE LAW

This Lease is made under and shall be construed In accordance with the laws of the State of Alaska. Any legal proceedings arising out of this Lease shall be heard by the Court for the State of Alaska in the Third Judicial District at Anchorage.

Signed by Lessor on theday of	2025
Lessor: CITY OF DILLINGHAM	
Ву:	
Its:	
Signed by Lessee on theday of	2025
Lessee:	

Ву:	
THIS IS TO CERTIFY that on this day of me, the undersigned Notary Public in and for the State of Alaska, personally appeared who is known to me to be the	
of the City of Dillingham, and the person who executed the instrument on behalf of said affirmed that he or she was authorized to do so.	l organization, and
IN WITNESS HEREOF. I have hereunto set my hand and seal the day hereinabove written	y and year first
NOTARY PUBLIC My Commission Expires:	
THIS IS TO CERTIFY that on this day of me, the undersigned Notary Public in and for the State of Alaska, personally appeared who is known to me to be the	
of the Lessee, and the person who executed the instrument on behalf of said organization that he or she was authorized to do so.	
IN WITNESS HEREOF. I have hereunto set my hand and seal the day hereinabove written	y and year first
NOTARY PUBLIC My Commission Expires:	•

- :1-	A 11 -	 	<i>c</i>	Item:

Resolution No. 2025-28 Discontinue "Mayor's Sale" and replace with "Public Purchase"

Meeting Date: September 4th, 2025

CITY OF DILLINGHAM, ALASKA RESOLUTION NO. 2025-28

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL DIRECTING THAT THE DISPOSITION OF CITY-OWNED PERSONAL PROPERTY BE CONDUCTED THROUGH THE ONLINE PUBLIC PURCHASE PLATFORM, AND DISCONTINUING THE USE OF THE MAYOR'S SALE

WHEREAS, Dillingham Municipal Code Chapter 4.36 governs the procedures for the disposition of City-owned property that is no longer needed for municipal purposes; and

WHEREAS, while the City has historically conducted an in-person "Mayor's Sale" to dispose of surplus stock and personal property, this process is not referenced or required under DMC 4.36, nor is it mandated by any current City policy; and

WHEREAS, the traditional Mayor's Sale required significant coordination and effort by multiple City departments, diverting staff from regular duties for two or more workdays to facilitate setup, inventory, sales, and cleanup—with often minimal financial return for the City; and

WHEREAS, the City now seeks to adopt a more efficient, cost-effective, and accessible method for the disposition of surplus and City-owned personal property by utilizing Public Purchase, an online government auction and surplus management platform; and

WHEREAS, Public Purchase offers a transparent and streamlined process that allows the City to dispose of items with the involvement of only one designated staff member on an as-needed basis, thereby reducing disruption to day-to-day operations and increasing administrative efficiency; and

WHEREAS, Public Purchase is a no-cost solution for the City of Dillingham, as the platform is funded through a buyer's premium—meaning buyers pay a small fee on top of their winning bid, allowing the City to retain the full proceeds of each sale without incurring service fees; and

WHEREAS, utilizing Public Purchase aligns with best practices for municipal asset management, increases access for potential buyers by expanding the reach of surplus sales beyond the immediate community, and ensures full compliance with applicable local and state regulations;

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council hereby discontinues the use of the informal "Mayor's Sale" and directs that, moving forward, the disposition of City-owned surplus stock and personal property be conducted through the Public Purchase platform in accordance with Dillingham Municipal Code Chapter 4.36 and other applicable regulations;

Meeting Date: September 4th, 2025

Page 153

BE IT FURTHER RESOLVED that City staff shall implement the necessary administrative procedures to utilize Public Purchase effectively and ensure compliance with surplus disposition and public notice requirements.

PASSED and **ADOPTED** and **ENACTED** by the Dillingham City Council on September 4^{th} , 2025.

ATTEST:	Alice Ruby, Mayor	
	[SEAL]	
Abigail Flynn, Acting City Clerk		

File Attachments for Item:

Resolution No. 2025-33 Support Arctic Tern Application

Meeting Date: September 4, 2025

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2025-33

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL SUPPORTING CURYUNG TRIBAL COUNCIL'S BBEDC ARCTIC TERN GRANT APPLICATION FOR PARTICIPATION AT THE 2025 FIRST ALASKAN INSTITUTE ELDERS AND YOUTH CONFERENCE

Whereas, the City of Dillingham supports employment and educational activities for youth in the community; and

Whereas, the City of Dillingham supports participation in the 2025 First Alaskans Institute Elders and Youth Conference by youth from the community; and

Whereas, a grant from BBEDC under the Arctic Tern program will allow the Curyung Tribal Council to provide the activities described above;

NOW THEREFORE BE IT RESOLVED that this resolution supports the application for and receipt of a BBEDC Arctic Tern Grant and further supports Curyung Tribal Council youth program.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on September 4th, 2025.

	Alice Ruby, Mayor	
ATTEST:		[SEAL]
Abigail Flynn, Acting City Clerk	_	

City of Dillingham Resolution No. 2025-33

2024 Arctic Tern Program

Close Out-Report

Organization Filing Report:

Curyung Tribal Council P.O. Box 216

Dillingham, Alaska 99576

Person Completing Report:

Kim Williams, Tribal Administrator

Project Title:

DCSD 2024 Youth & Elders

Conference

Project Overview:

From October 13-18, 2024, students traveled to Anchorage for the Elders & Youth Conference and the Alaska Federation of Natives (AFN) Convention. At the Elders & Youth Conference (October 13-16), students connected with peers and elders, participated in cultural activities like Yuraq (Native dance), and explored the theme "Dinjii Zhuh K'yàa Zhit Gwarandaii" – "Our Land Our Food - We are Living Our Indigenous Ways of Life."

On October 17, they attended the opening day of AFN, observing policy discussions and leadership in action. The day ended with Quyana Night, celebrating traditional dances from across Alaska. The trip was a meaningful opportunity to grow as leaders, celebrate culture, and make lasting connections.

of students employed and/or involved:

• 10 Students attended the conference.

Were you able to carry our the project as described in your application?

- Yes.
- We were also able to practice yuraq and then perform on the main stage, with a dance group comprised of adults, students, and elders from across Bristol Bay!
- We added an additional day to the conference so the students could attend 1 day of the AFN convention.

How did the youth participants perform?

- All students were actively engaged every day and performed Yuraq on the main stage to open the conference on Day 1
- Students were responsible, respectful, and safe while attending the conference.
- 2 students were nominated and spoke in front of the Bristol Bay Delegation group
 1 student was elected to represent Bristol Bay on the State Elders & Youth Board.
- Each student made atleast one meaningful connection with someone from outside our community.

How did the community respond to the project/program?

- The school, community, tribes, and other project partners showed strong support and warmly congratulated the students for their participation in the Elders and Youth Conference.
- The conference was highlighted in DNN's Monday newscast after returning.

How did the project contribute to the community?

 This trip helps our community by building cultural pride, leadership, and connections. Our youth step up by learning about challenges in their communities and finding positive ways to make a difference. They gain new skills, connect with peers and leaders from all over Alaska, and come back inspired to share what they've learned and make our community stronger.

Suggestions for the program:

Continue to support young leaders through the Elders & Youth Conference. Share with other communities who are eligible for the program - so they know the possibility.

Quyana for the opportunity!



File Attachments for Item:

Resolution No. 2025-35 Grader Procurement Waiver

Meeting Date: September 4, 2025

Page 158

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2025-35

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO WAIVE THE COMPETITIVE BIDDING REQUIREMENTS OF DILLINGHAM MUNICIPAL CODE FOR THE PURCHASE OF A NEW CATERPILLAR 160 MOTOR GRADER USING SOURCEWELL COOPERATIVE CONTRACT PRICING.

WHEREAS, The City of Dillingham has identified the need to replace its 1998 Caterpillar 160H grader, which is no longer cost-effective to repair; and

WHEREAS, The cost of acquiring a new grader exceeds \$50,000, thus ordinarily requiring a competitive procurement process under City policy; and

WHEREAS, NC Machinery has provided a quote of \$499,080.00 for a new Caterpillar 160 grader under **Sourcewell Contract #032119-CAT**, a nationally recognized cooperative purchasing program that secures competitive pricing for participating government entities; and

WHEREAS, Dillingham Municipal Code (DMC) **4.30.130(B)(3)** allows the City Council to waive advertising and competitive bidding requirements when the public interest is best served by using an alternative procurement method, including cooperative purchasing contracts; and

WHEREAS, The Council finds that purchasing through Sourcewell ensures competitive pricing, reduces administrative costs, and expedites equipment replacement necessary for City operations.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

- 1. **Authorizes the Acting City Manager** to waive the advertising and competitive bidding requirements under DMC 4.30.130 for the acquisition of a new Caterpillar 160 motor grader.
- 2. Approves use of **Sourcewell Cooperative Contract #032119-CAT** for the purchase of the grader from NC Machinery.
- 3. Authorizes the Acting City Manager, or designee, to execute all documents necessary to complete the waiver and procurement process.

PASSED and ADOPTED by the Dillingham City Council on September 4th, 2025.

ATTEST:	Alice Ruby, Mayor SEAL:
Abigail Flynn, Acting City Clerk	

City of Dillingham Resolution No. 2025-35

File Attachments for Item:

Resolution No. 2025-32 Enter into a capital lease to finance the purchase of a new Caterpillar Model 160M Grader

City of Dillingham Fiscal Note

Agenda Date:	September 4,	2025	<u>;</u>								
Purchase of Grader fr	om NC Mach	inery	and using Fina	ancing Op	otions of 5	years	from NC Mac	hinery	I		
ORIGINATOR:	Finance Dia	recto	<u>r</u>								
FISCAL ACTION (T	O BE COMP	LETI	ED BY FINAN	CE)	FISCAL	IMP	ACT 🔽	YES	⊔ NO		
AMOUNT REQUES			\$554,244		FUNDIN	VG SO	OURCE				
							City of Dilling	gham			
FROM ACCOUNT					Project	Project					
7120 7620 30 33 0	000 0		Equipment Rep	placement							
Grader Purchase NC Machinery							hinery				
TO ACCOUNT:			VERIFIED B	Y: A	Anita Fulle	r	Date:		8/26/2025		
EXPENDITURES			<u></u>								
OPERATING			FY26	F	Y27		FY28		FY29-31		
7120 7620 30 33 000	0 0	\$	110,848.61		10,848.61	\$			221,698.17		
TOTAL OPERATIN	G	\$	110,848.61	\$ 1	10,848.61	\$	110,848.61	\$	221,698.17		
	-					ı		- I			
CAPITAL		\$	-								
<u> </u>				ı		1		l			
REVENUE			-								
FUNDING											
General Fund Transfe	er to	\$	110,848.61	\$ 1	10,848.61	\$	110,848.61	\$	221,698.17		
Equipment Replacem	ent Fund										
TOTAL FUNDING		\$	110,848.61	\$ 1	10,848.61	\$	110,848.61	\$	221,698.17		
POSITIONS											
Full-Time											
Part-Time											
Analysis: (Attach a see Finance options were Machinery for 4 years recommended best pr	asked from Ns. Chose 5 years	NC M ar rep	lachinery, Least payment as the l	oest optio	Wells Farg n to assist	go. Cl with t					
PREPARED BY:	Anita Foran						Augu	st 26,	2025		
DEPARTMENT:	Finance					_			_		

APPROVED BY:

Page 160

Grader Purchase

Leasing Options \$500,000 Loan amount

NC Machinery								
Lessor 4 Year 5 Year 7 Year								
Annual Amt	135,051.47	110,848.61	83,286.61					
Final Pmt	0.95	0.95	0.95					
Interest	5.49%	5.49%	5.49%					
Full Payment	540,206.83	554,244.00	583,007.22					

Leasing 2								
Lessor	4 Year	5 Year	7 Year					
Annual Pmt	137,045.95	112,211.24	84,018.50					
Interest	5.48%	5.36%	5.28%					
Full Payment	548,183.80	561,056.20	588,129.50					

Wells Fargo							
Lessor	4 Year	5 Year	7 Year				
Monthly	11,946.00	9,859.00	7,486.00				
Annual Amt	143,352.00	118,308.00	89,832.00				
Interest	6.88%	6.82%	6.75%				
Full Payment	573,408.00	591,540.00	628,824.00				

Mayor Alice Ruby

Acting City Manager Jack Savo. Jr.



Dillingham City Council

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall Kevin McCambly

MEMORANDUM

Date: August 20, 2025

To: Jack Savo, Jr.; Acting City Manager

From: Phil Baumgartner; Public Works Director

Subject: Purchase of Caterpillar 160 Grader

The City needs to purchase a new grader to replace an aged piece of equipment.

Our grader in need of replacement is a 1998 Caterpillar 160H in very poor condition is at end of life. It is marginally operable in that it has two remaining functional forward gears, one reverse gear, sizable fluid leaks and various other states of disrepair. This unit's transmission has been rebuilt/repaired twice to date. We do not recommend continuing to rebuild and cost prohibitive to replace the transmission.

A quote from NC Machinery for a new 160 Caterpillar grader at a cost of \$499,080.00 (F.O.B. Dillingham) was received under SourceWell pricing August 20, 2024 which NC Machinery continues to honor. The SourceWell purchasing system meets the City's procurement requirements. This piece of equipment is a necessity as at times Public Works have sporadic difficulty keeping up with grading and plowing tasks with two functioning graders.

I recommend we proceed with the purchase of the grader listed in Quote 299693 from NC Machinery.

Regards,

Phil Baumgartner

Phil Baumgartner
Public Works Director

Previously submitted: 5/6/25, 3/7/25

Mayor Alice Ruby

City Manager Daniel Decker



Dillingham City Council

Bertram Luckhurst
Michael Bennett
Steven Carriere
Curt Armstrong
Kaleb Westfall
Kevin McCambly

MEMORANDUM

Date: March 7, 2025

To: Dan Decker; Acting City Manager

From: Phil Baumgartner; Public Works Director

Subject: Purchase of Caterpillar 160 Grader

The City needs to purchase a new grader to replace an aged piece of equipment.

Our grader in need of replacement is a 1998 Caterpillar 160H in very poor condition is at end of life. It is marginally operable in that it has two remaining functional forward gears, one reverse gear and various other states of disrepair. This unit's transmission has been rebuilt/repaired twice to date. We do not recommend continuing to rebuild and cost prohibitive to replace the transmission.

A quote from NC Machinery for a new 160 Caterpillar grader at a cost of \$499,080.00 (F.O.B. Dillingham) was received under SourceWell pricing. Which system meets the City's procurement requirements. This piece of equipment is a necessity as at times Public Works have sporadic difficulty keeping up with grading and plowing tasks with two functioning graders.

I recommend we proceed with the purchase of the grader listed in Quote 299693 from NC Machinery.

Regards,

Phil Baumgartner
Phil Baumgartner

Public Works Director

From: Steven Fisher
To: PublicWorks Director

Cc: <u>Deputy Manager</u>; <u>Abigail Flynn</u>; <u>Anita Foran</u>

Subject: RE: Resubmission of 160 grader

Date: Wednesday, August 20, 2025 9:54:10 AM

Attachments: NEW CAT 160 GRADER QUOTE - SOURCEWELL CONTRACT PRICING - 8-20-2024.pdf

Good morning Phil,

Please continue to use that same quote for the next 60 days. We will have to evaluate again if it goes past 60 days as there are some price increases coming in the 4th quarter, I just don't know what they are going to be at this time.

Also note that depending on availability we may use Henke attachments for the wing and v-plow, instead of the CAT attachments listed on the quote. We originally bid the Henke attachments on the AKDOT contract but availability became very poor for a time so we went to CAT Worktools. Now it looks like we're headed back to Henke based on availability issues with CAT Worktools. This will not impact the price either way.

Let me know if you need anything else.

Thank you,

Steve Fisher

Cell: 907-748-7540 Office: 907-786-7500 sfisher@ncmachinery.com





From: PublicWorks Director <publicworks@dillinghamak.us>

Sent: Wednesday, August 20, 2025 8:29 AM **To:** Steven Fisher <SFisher@NCMachinery.com>

Cc: Deputy Manager <deputymanager@dillinghamak.us>; Abigail Flynn <abigail.flynn@dillinghamak.us>; Anita Foran <Anita.Foran@dillinghamak.us>

Subject: Resubmission of 160 grader

Good morning, Steve. I am once again submitting for the purchase of a 160 grader. Might you provide an updated quote or confirmation of the attached quote being valid?

Your patience with our process is appreciated.

Sincerely,



Public Works Director City of Dillingham 907-842-4598 303* Direct

publicworks@dillinghamak.us

This message and any attachments are intended only for the addressee(s) and may contain priviledged or confidential information. Any unauthorized disclosure is strictly prohibited. If you have received this message in error, please notify us immediately so that we may correct our internal records. Please then permanently delete the original message and any attachments and destroy any copies.



Purchaser's Order

DATE

Aug 20th, 2024

Quote No. 299693

PURCHASER CITY OF DILLINGHAM				_	FOB	DILLINGHA	M, AK - DOCKSIDE		
S STREET ADDRESS PO BOX 889	BOX 889				AT.AS	SKA, ALASI	(A		
L POSTAL CODE 99576-0889	PHONE NO. 907 842 5211			;·	- Ti				
D CUSTOMER CONTACT: EQUIPMENT PRODUCT SUPPORT				P.					
T O INDUSTRY CODE: LOCAL GOVERNMENT (G/103 /	ACCESS : PRINCIPAL WORK CODE CONSTRU	ROAD	T-					
TOCAL GOVERNMENT	<u> </u>	MAINT (4			F.O.E	B. AT: DILI	INGHAM, AK - DOC	KSIDE	
CUSTOMER 9993029		Sales Tax Exemption # (if applicable)		•		CUSTOMER	PO NUMBER		
NUMBER PAYMENT TERMS:		LOCAL GOV'T				All tarms and m	aumonto are subject to Fine	naa Camna	ov. OAC approval)
T E NET PAYMENT ON RECEIPT OF INVOICE	NET ON DE	LIVERY FINANCIAL SERVICES			l csc		ayments are subject to Fina	LKE Assigni	
R CASH WITH ORDER \$0.		TO FINANCE	INIT	EREST RATE	1 000			Erte / toolgiii	
S PAYMENT PERIOD	PAYMENT		-	MBER OF PAYM	ENTS		OPTIONAL BUY-OUT		
	<u> </u>	RIPTION OF EQUIPMENT ORDERED / PURCHASED	INO	WIDER OF FATIV	LNIO		OF HONAL BOT-OUT		
MAKE: CATERPILLAR	MODEL: 160			YEAR: 2024	l				
STOCK NUMBER: TBD - NEW		ER: TBD - NEW		SMU: TBA	_	401 011011			
160 15A MOTOR GRADER	577-2963	TIRES, 14.0R24 BRIDGESTONE V-STEE SNOW WEDGE * G2 MP	iL	252-0708	MAS		WING WITH FULL H	IEIGHT	
14' MOLDBOARD	349-3047	ARTICULATION GUARD		368-6239	WEL	DCO BOLT	ON MOLDBOARD END	GATE	
REAR HITCH	337-7510	REAR VISION CAMERA		396-3921					
COLD WEATHER PLUS PACKAGE	394-4522	OUTSIDE HEATED MIRRORS, 24V		344-0984					
BLADE LIFT ACCUMULATORS	358-9338	TRANSMISSION GUARD		366-2459					
ENGINE AIR PRECLEANER	380-6774	ENGINE COOLANT HEATER, 120V		249-5516					
BASE+6 HYDRAULICS	481-8610	CIRCLE SAVER		521-3250					
(WM, WT+F, DA1, DA2, FL, RIP)									
EXTREME DUTY STARTER	395-3547	1 PAPER SET OF PARTS AND SERVICE MANUALS							
LED HIGH MOUNT HEADLIGHTS	553-2589	FREIGHT FROM FACTORY, FOB DILLINGHAM, AK DOCKSIDE							
LED ROADING LIGHT	550-6608	NEW MACHINE PREP							
LED WORK LIGHT PLUS PKG	552-7285	5 YEAR / 2500 HOUR CAT PREMIER							
		WARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED	3						
CAB PLUS PKG	385-9554	WINTER ENGINE COVER							
PRODUCT LINK, DUAL PLE782	464-6807	TIRE CHAINS							
AUTO ARTICULATION	483-2354	1 SPARE TIRE MOUNTED ON NEW CAT R	MIS						
JOYSTICK CONTROLS	357-9151	CAT FRONT V-PLOW AND LIFT GROUP W HYDRAULIC LOCKING PINS	ITH						
	E-IN EQUIPMEN		SE	LL PRICE				\$4	99,080.00
MODEL: PAYOUT TO:		YEAR:SN.: AMOUNT: PAID BY:	NE:	T BALANCE I	OUE				99,080.00
MODEL:		YEAR: SN.:	BA	LANCE				\$4	199,080.00
PAYOUT TO:		AMOUNT: PAID BY:							
MODEL: PAYOUT TO:		YEAR: SN.:	ł						
MODEL:		AMOUNT:PAID BY: YEAR: SN.:	i						
PAYOUT TO:		AMOUNT: PAID BY:	1						
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING OF REPLACEMENT MACHINE PURCHASE ABOVE.	IN "AS INSPECTE	ED CONDITION" BY VENDOR AT TIME OF DELIVERY							
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMEN FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES									
CATERPILLAR EQUIPMENT WARRANTY		harrier	_	USED E	OUIPM	IFNT	la uzia.		$\overline{}$
CATERFILLAR EQUIPMENT WARRANTT		INITIAL		WARRA		ENI	INITIAL		
The customer acknowledges that he has received a co Scheduled oil sampling (S.O.S.) is mandatory with this war from all power train components and failure to do so may re Warranty applicable including experation date where neces 1 YEAR NEW CAT WARRANTY - TECHNICIA	ranty. The custom sult in voiding the sary:	er is responsible for taking oil samples at designated inte warranty.	ranty. ervals	All used equip specified here Warranty app	9 :		Lere is and no warranty is off	ered or impli	ed except as
5 YEAR / 2500 HOUR CAT PREMIER WARF									
INCLUDED									
NOTES: SOURCEWELL-CAT CONTRACT # 032119-CAT, C	CITY OF DILLING	HAM MEMBER # 94231. CONTRACT PROVIDES A \$36	7,487	DISCOUNT OFF	OF TH	IE PACKAGE I	IST PRICE OF \$866,567.		
THIS	AGREEMEN	T IS SUBJECT TO THE TERMS AND	CON	NDITIONS C	N T	HE REVE	RSE		
						DUE:	DHARED		
ORDER RECEIVED BY <u>Fisher, Stever</u>	L	REPRESENTATIVE CTTV OF	AND.	ACCEPTED ON _		PUR	CHASER		
		CITY O	r DI	LLINGHAM					
		BY		<u>.</u>					PURCHASER

PRINT NAME AND TITLE

Page 166

SIGNATURE

ADDITIONAL TERMS AND CONDITIONS

- 1. Terms of Payment: Purchaser agrees to pay the balance shown together with any applicable sales, use and similar taxes and governmental charges that are not included within the balance and that are payable by reason of the sale of the Equipment. All payments shall be made to such address as Seller from time to time provides to Purchaser. If any amount of the Unpaid Balance is not paid when due, Purchaser
- agrees to pay Seller a charge calculated thereon at the rate of 1.25% per month from the date when the delinquent amount was due, or, at Seller's option, a charge equal to 5% of the delinquent amount, provided that the charge shall not exceed the amount the Purchaser can legally obligate itself to pay and Seller can legally
- 2. Additional Terms and Conditions: This Order is subject to ADDITIONAL TERMS and CONDITIONS including but not limited to DISCLAIMER AND RELEASE AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, all of which Purchaser has read and understands and agrees to. The terms and conditions on all pages of this Order, together with any agreements entered into pursuant to Paragraph 4, constitute the entire agreement of Seller and Purchaser with respect to the subject matter of this Order. Purchaser acknowledges that all of such terms and conditions, including but not limited to such LIMITED WARRANTY AND DISCLAIMER and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, were freely negotiated and bargained for with Seller and that Purchaser has agreed to purchase the Equipment subject to these terms and conditions. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON PURCHASER'S ASSENT TO ALL OF SUCH TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OF CONDITIONS WHICH MAY APPEAR IN ANY COMMUNICATION FROM PURCHASER, INCLUDING BUT NOT LIMITED TO ANY SEPARATE DOCUMENT SUBMITTED BY PURCHASER IN CONNECTION WITH THE PURCHASE OF THE EQUIPMENT, ARE HEREBY OBJECTED TO AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING BY SELLER'S SALES/BRANCH MANAGER AND APPROVED IN WRITING BY SELLER'S CREDIT DEPARTMENT.
- 3. LKE/RENTAL SALE: YES or NO: (circle one)
- 4. ADDITIONAL DOCUMENTS:If any portion of the Unpaid Balance is to be paid following delivery of the Equipment. Purchaser agrees to execute and deliver to Seller such security agreements, financing statements, and other documents as Seller may request from time to time in order to permit Seller to obtain and maintain a perfected security interest in the Equipment on Terms and Conditions acceptable to Seller.
- **5. ACCEPTANCE; MODIFICATION:** This Order shall be binding on Seller only when it has been both accepted in writing on behalf of Seller by Seller's Sales / Branch Manager and if the Seller is extending credit to the Purchaser or arranging for credit for the Purchaser, approved in writing by Seller's Credit Department. No modifications of the Terms and Conditions of this Order shall be effective or binding upon Seller unless it is in writing and executed by both Seller's Sales / Branch Manger and by Seller's Credit Department. The Terms and Conditions of this Order shall not be modified or otherwise affected by statements and actions of sales people or others unless and until there is such a written modification.
- **6. SECURITY INTEREST:** In order to secure the payment of the Unpaid Balance. Purchaser grants to Seller a purchase money security interest in the Equipment. This security interest shall be superseded if Purchaser and Seller enter into a separate security agreement covering the Equipment.
- 7. DELIVERY, INSPECTION, and ACCEPTANCE: The Equipment is sold F.O.B., the F.O.B. location shown on (Page 1) of this Order. Any delivery or shipping dates indicated on (Page 1) are estimated and approximate, and Seller shall not be liable for any delay in delivery, however occasioned. Seller may deliver the Equipment in installments as the equipment becomes available. Title and risk of loss shall pass to Purchaser upon delivery. Delivery of the Equipment to Purchaser shall take place when physical possession of the Equipment is given to Purchaser or to a carrier, or when the Seller receives directions from Purchaser to place the Equipment place when physical possession of the Equipment is given to Purchaser or to a carrier, or when the Selier receives directions from Purchaser to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Seller's authorized to execute in Purchaser's name and carrier's standard bill of lading for the Equipment. Without being required to do so, Seller may, on behalf of Purchaser, advance the cost of shipping and/or insurance for the Equipment. To the extent not separately included in calculating the Unpaid Balance, Purchaser agrees to immediately reimburse Seller on demand for such cost. Purchaser agrees to inspect each item of Equipment, at it's sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies Seller within (10) days following receipt, of any claimed discrepancy between the item as described on (Page 1) and the item as received by Purchaser. Any claim for shortages, delays, or damages occurring after Seller has delivered the Equipment to a carrier shall be made directly to the carrier, and Seller shall have no liability with respect thereto.
- 8. PERFORMANCE EXCUSED: Seller shall not be liable for Seller's inability to perform any or all of it's obligations hereunder due to causes beyond Seller's control, including but not limited to acts of God, acts of omissions of Purchaser, acts of civil or military authorities, fire, weather, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Seller's suppliers, fuel or other energy shortages, or the inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. If any such cause results in a delay in performance years to the delay and curb extension shall be extended for a period equal to the time lost by reason of the delay, and such extension shall be purchaser's exclusive remedy.
- 9. NEW and USED EQUIPMENT: The term "New Equipment" means any items of Equipment that are registered or registerable as new equipment for the purposes of the warranty provided by the manufacturer thereof. All other items of Equipment are "Used Equipment". Seller does not represent or warrant that items of New Equipment are unused or newly manufactured or that they are the most current models available from the manufacturer thereof.
- 10.LIMITED WARRANTY and DISCLAIMER: Each item of New Equipment is entitled to the benefits of such warranties as are made in writing by the manufacturer thereof, as set forth on the manufacturer's warranty form in effect at the time this order is accepted by Seller. If it is expressly noted on (Page 1) of this Order that there is a separate warranty of Seller that applies to one or more specified item or items of New or Used Equipment, such item or items are entitled to the benefits of such warranty as set forth on Seller's warranty form for such warranty in effect at the time this Order is accepted by Seller, subject to any disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth below. Purchaser acknowledges receipt of the manufacturers' and, if applicable, Seller's current warranty forms for the items of Equipment purchased under this Order. EXCEPT FOR A WARRANTY OF TITLE BY SELLER, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITEMS OF USED EQUIPMENT, AND PURCHASER AGREES THAT IT HAS PURCHASED ALL SUCH ITEMS "AS IS" WITH ALL FAULTS AND DEFECTS.
- 11.WARRANTY PROCEDURES: Purchaser shall promptly notify Seller of any claim under any special warranty (such notice to be in addition to compliance with the procedural requirements of the warranty) and to make the affected item of Equipment available for inspection by Seller. Any replacements or repairs to be made by Seller as a warranty representative of the manufacturer shall be made at a repair and service facility of Seller or it's designee during regular business hours, the cost of the transportation of the Equipment to and from the service facility of Seller or its designee and the cost of the Seller's personnel traveling to and from the location of the Equipment and related cost shall be borne solely by Purchaser. The failure of any item of Equipment purchased hereunder to fulfill any applicable warranties shall not affect the liability of Purchaser to Seller for the purchase price of that item or any other obligation of Purchaser to Seller.
- 12. DISCLAIMER and RELEASE: THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR DEFECTIVE ITEMS OF NEW EQUIPMENT SHALL BE AS PROVIDED IN THE MANUFACTURER'S WARRANTY, ANY OTHER RIGHTS PROVIDED BY LAW AGAINST THE MANUFACTURER, AND ANY APPLICABLE SELLER'S WARRANTY REFERRED TO IN PARAGRAPH 10 EXCEPT FOR ITS OBLIGATION TO DELIVER THE EQUIPMENT IN ACCORDANCE WITH THE EXPRESS TERMS AND CONDITIONS OF THIS ORDER, SELLER SHALL HAVE NO OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEM PURCHASED HEREUNDER, INCLUDING BUT NOT LIMITED TO; (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE, OR TRADE. (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT.
- 13. EXCLUSION of CONSEQUENTIAL and OTHER DAMAGES: SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLEGENCE) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTÉ EQUIPMENT, ADDITIONAL COST INCURRED BY PURCHASER AT ITS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISÉ), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS, OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEMS PROVIDED HEREUNDER.

- 14. PURCHASER'S RESPONSIBILITIES: Except to the extent provided in the express warranties under paragraph 10, Purchaser agrees that, even though it may receive technical information, drawings, or advice from Seller, Purchaser will have sole responsibility (a) for the safety, operation, and performance of the Equipment, (b) for it's suitability for Purchaser's intended use, and (c) where the Equipment is to be used as part of a power, propulsion, or other system, for the installation of the Equipment, the design and performance of such systems, and the adequacy of such system for the particular needs of the Purchaser or any customer of Purchaser.
- 15. PURCHASER'S INDEMNITY: PURCHASER SHALL INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, AND CIVIL PENALTIES, INCLUDING COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCIDENT THERETO OR INCIDENT TO SUCCESSFULLY ESTABLISHING THE RIGHT TO INDEMNIFICATION, FOR INJURY TO OR DEATH OF ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF PURCHASER, OR FOR LOSS OF, OR DAMAGE TO ANY PROPERTY, INCLUDING EQUIPMENT, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE POSSESSION, USE, MAINTENANCE, OR OPERATION OF THIS EQUIPMENT, WHETHER OR NOT ARISING IN TORT OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SELLER, WHETHER ACTIVE, PASSIVE, OR IMPUTED. TO THE EXTENT OF THIS INDEMNITY, PURCHASER HEREBY WAIVES ANY IMMUNITY PROVIDED BY TITLE 51 REVISED CODE OF WASHINGTON OR ANY OTHER INDUSTRIAL INSURANCE LAW OR WORKERS COMPENSATION STATUTE. IF THIS INDEMNITY IS LIMITED IN SCOPE BY OPERATION OF LAW THEN IT SHALL EXTEND TO THE FULL EXTENT ALLOWED BY SUCH LAW.
- 16. INSURANCE: Purchaser is solely responsible for any loss or damage that occurs to any item or items of Equipment after delivery to Purchaser, and to such loss or damage shall diminish any obligation of Purchaser to Seller hereunder. At all times following delivery, Purchaser agrees to maintain one or more polices insuring the Equipment, in an amount not less than the full amount of the Unpaid Balance from time to time remaining unpaid against all hazards generally covered by extended coverage hazard insurance and against any other hazards required by Seller. Each such policy shall name Seller as an additional insured and loss payee and shall provide that no cancellation or material changes to the policy will be effective as to Seller unless Seller has been given written notice at least thirty (30) days prior to the effective date thereof. Purchaser agrees, if Seller request, to deliver to Seller copies of all such policies or certificates of the insurers evidencing such coverage.
- 17. DEFAULT: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.
- 18. NON-WAIVER: No term or condition of this Order shall be deemed waived and no breach excused, unless such waiver or excuse is in writing signed by the party claimed to have waived or executed. Any such waiver in a particular instance shall not constitute a waiver of future compliance with such term condition.
- 19. NOTICES: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.
- 20. ASSIGNMENT: This Order may not be assigned or otherwise transferred by Purchaser in whole or in part without Seller's prior written consent. Subject to this limitation on assignment and transfer, the terms and condition of this Order shall bind and benefit the parties and their respective successors and assigns.
- 21. SEVERABILITY: Should any provision of this Order be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable the remaining provisions shall not be affected or impaired thereby except to the extent reasonably necessary to preserve the intent of the parties.
- 22. MERGER; NO CREDIT AGREEMENT: The terms and conditions of this Order merge and supersede all prior and contemporaneous agreements and negotiations regarding the subject matter hereof, except for any agreements entered into pursuant to Paragraph 4 above. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.
- 23. ATTORNEYS' FEES; APPLICABLE LAW: In any suit or action arising out of this Order, the losing party shall pay to the prevailing party its reasonable attorneys' fees and all other cost, fees, and expenses incurred by the prevailing party at trial and upon appeal: This Order shall be governed by and construed in accordance with the laws of the State of Washington..
- **24. INVALIDITY:** Each provision of this shall be considered separable, and if for any reason any provision herein is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this agreement. If any provision is deemed to be invalid, it shall be modified, if possible to the extent necessary to remove such invalidity.
- 25. LKE ASSIGNMENT: PURCHASER IS HEREBY NOTIFIED THAT SELLER HAS ASSIGNED TO "HGI EXCHANGE LLC" ACTING SOLEY IN IT'S CAPACITY AS SELLER'S QUALIFIED INTERMEDIARY, RIGHTS TO ACCEPT AND RECEIVE ALL CONSIDERATION PAYABLE BY PURCHASER (INCLUDING ALL MONEY AND ANY TRADE-IN), BUT NONE OF SELLER'S OBLIGATIONS IN THIS SALE WITH RESPECT TO THE PURCHASE OF QUALIFIED LKE/RENTAL EQUIPMENT FOR THE PURPOSES OF COMPLETING A LIKE-KIND EXCHANGE UNDER SECTION 1031 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.
- 26. Telematics Disclaimer: In the event this machine is equipped with "Product Link" or other systems for the transfer of equipment health and diagnostic information ("Telematics Systems"), Purchaser understands that data concerning this machine, its condition, and its operation is being transmitted by "Product Link" or by other, similar Telematics Systems, to Caterpillar Inc. or the manufacturer of your equipment, and/or their affiliates, subsidiaries and dealers. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. For more information about the information collected in connection with "Product Link," and how this information is used and shared, please see the Caterpillar Telematics Data Privacy Statement, available at http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. For more information regarding the information collected in connection with Telematics Systems used on other manufacturers' equipment, and how this information is used and shared, please see the data privacy statement issued by the manufacturer. By using any machine equipped with "Product Link" or other Telematics Systems, you consent to the collection, use and disclosure of information as described in the applicable privacy statement and to the processing, transfer and storage of information in and to the United States and other countries, where you may not have the same rights and protections as you do under local law. PURCHASER RELEASES AND FOREVER DISCHARGES SELLER FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM THE COLLECTION, USE AND DISCLOSURE OF TELEMATICS SYSTEMS' DATA VIA PRODUCT LINK OR OTHER TELEMATICS SYSTEM.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product LinkTM Telematics and Cat Equipment Control Module Software document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess? qa=2.245276421.1412167159.1561985855-475983137.1559312215.

https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215. Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar. AGREE **DECLINE** Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document. **AGREE DECLINE** The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof. FOR DEALER USE ONLY Company **Company UCID** Company (Print) **Company Representative CWS ID Company Representative (Print) Main Store Dealer Code** Signature **Dealer Representative Name**

Dealer Representative CWS ID

Date

Meeting Date: September 4, 2025

Page 170

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2025-32

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO PURCHASE A NEW CATERPILLAR 160 MOTOR GRADER FROM NC MACHINERY USING SOURCEWELL CONTRACT PRICING AND TO ENTER INTO A FIVE-YEAR MUNICIPAL LEASE FINANCING AGREEMENT WITH NC MACHINERY.

WHEREAS, The City of Dillingham must replace its 1998 Caterpillar 160H grader, which is at the end of life, marginally operable, and no longer cost-effective to repair; and

WHEREAS, NC Machinery provided a quote of **\$499,080.00** for a new Caterpillar 160 grader under **Sourcewell Contract #032119-CAT**, which meets cooperative purchasing standards recognized by the City's procurement code; and

WHEREAS, Staff obtained financing quotes from NC Machinery / Caterpillar Financial, Leasing 2, and Wells Fargo. The most cost-effective option was from **Caterpillar Financial Services (via NC Machinery)** at 5.49% interest which is a CAT Financial government lease option with a final \$1 balloon payment to own the grader. If budget appropriations are not approved at any given year the city can discontinue the lease and return the machine; and

WHEREAS, The City recommends selecting the **five-year repayment option** with annual payments of **\$110,848.61**, total repayment **\$554,244.00**, as the best balance between cost savings and budget sustainability; and

NOW, THEREFORE, BE IT RESOLVED The City Council:

- 1. Authorizes the Acting City Manager to purchase a Caterpillar 160 motor grader from NC Machinery for the price of \$499,080.00 under Sourcewell cooperative contract pricing.
- 2. **Approves the financing agreement** with Caterpillar Financial Services Corporation for a five-year governmental lease, with annual payments of \$110,848.61, total repayment of \$554,244.00, at a fixed rate of 5.49% interest.
- 3. Authorizes the Acting City Manager, or designee, to execute all documents necessary to complete the purchase and financing of the grader.

PASSED and ADOPTED b	y the Dillingham Cit [,]	y Council on Se	eptember 4, 2025.
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	Alice Ruby, Mayor
ATTEST:	[SEAL]

City of Dillingham Resolution No. 2025-32

Meeting Date: September 4

Abigail Flynn, Acting City Clerk

City of Dillingham Page 2 of 2 Resolution No. 2025-32

File	Attachments	for Item:
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Resolution No. 2025-34 Senior Center Staffing Adjustment

Meeting Date: September 4, 2025

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2025-34

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL TO ADJUST SENIOR CENTER STAFFING POSITIONS ON THE SALARY SCHEDULE

WHEREAS, job descriptions at the Senior Center have been updated to reflect current certification and staffing requirements, including the return of the Director to a salaried position; and

WHEREAS, Staffing adjustments at the Senior Center include:

- Librarian/Community Director Level IX -0.5 FTE (50/50 shared with the Library), returned to a salaried position.
- Kitchen Manager Level V 0.75 FTE.
- Driver Level III 0.5 FTE; and

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council hereby:

- 1. Affirms the staffing allocations as follows:
 - Librarian/Community Director, Level IX, 0.5 FTE (shared with Library).
 - o Kitchen Manager, Level V, 0.75 FTE.
 - o Driver, Level III, 0.5 FTE.
- 2. Directs the Acting City Manager and Finance Department to implement these adjustments in accordance with Dillingham Municipal Code and Employee Policy.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on September 4, 2025.

	Alice Ruby, Mayor	
ATTEST:		[SEAL]
Abigail Flynn, Acting City Clerk		

City of Dillingham Resolution No. 2025-34

Page 1 of 1

File Attachments for Item:

Resolution No. 2025-36 Adopt Investment Policy

Meeting Date: September 4, 2025

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2025-36

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL ADOPTING AN INVESTMENT POLICY FOR THE CITY OF DILLINGHAM

WHEREAS, The City of Dillingham maintains and invests public funds in accordance with the Dillingham Municipal Code and applicable state law; and

WHEREAS, A formal investment policy provides essential guidance to the City Manager, Finance Director, and other designated investment officers in managing City funds prudently, safeguarding assets, and achieving reasonable returns; and

WHEREAS; The attached **City of Dillingham Investment Policy**, prepared pursuant to **DMC 4.04.040**, establishes clear objectives, standards of care, authorized investments, and roles and responsibilities of investment officers, custodians, managers, and consultants; and WHEREAS: because the format of City Council meetings has evolved to include participation via online platforms, additional guidelines are necessary to manage public comment for all participants in an orderly fashion; and

WHEREAS; Adoption of this policy is consistent with best practices recommended by the Government Finance Officers Association (GFOA) and other municipal standards.

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council:

- 1. Adopts the attached City of Dillingham Investment Policy as the official investment policy of the City.
- 2. Directs that this policy be implemented by the City Manager and Finance Department, with periodic reporting to the City Council in accordance with the policy.
- 3. Authorizes the Acting City Manager to make any administrative adjustments necessary to carry out the intent of the policy, provided that substantive amendments shall require Council approval.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on September 4, 2025.

	Alice Ruby, Mayor	
ATTEST:		[SEAL]
Abigail Flynn, Acting City Clerk		

City of Dillingham Resolution No. 2025-36

CITY OF DILLINGHAM

INVESTMENT POLICY

09/04/2025

1. Scope & Authority

This Investment Policy (the "IP") governs the investment of the funds the (the "Funds") maintained by the City of Dillingham (the "City"). Authority for the creation and enforcement of this IP derives from DMC 404.040.

2. Purpose

The purpose of this IP is to assist the Investment Officers, who shall be the City Manager and his or her designees, in effectively managing and investing the Funds' principal and in monitoring the investment results.

3. Objectives

The Funds will be invested in accordance with DMC 404.040, this IP and written administrative procedures. The objectives of this IP are (i) to maintain the purchasing power of the Funds' corpus, and (ii) to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital in the overall portfolio. The Funds will be invested by utilizing a balanced investment approach, within prudent levels of risk, using an investment allocation appropriate to each Fund as provided below. Investments shall be made based on statutory constraints and subject to available designated staffing capabilities.

4. Standards of Care

4.1 Prudent Investor Standard

The Investment Officer shall invest the Funds subject to the following "prudent investor rule": Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. This rule shall be applied in the context of managing an overall portfolio.

4.2 Limitation of Liability

The Investment Officer acting in accordance with written procedures and this IP and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion, and purchases and sales of securities are carried out in accordance with the terms of this IP.

4.3 Ethics and Conflicts of Interest

The Investment Officer shall refrain from personal business activity that could conflict with the proper execution and management of the investment of the Funds, or that could impair their ability to make impartial decisions. The Investment Officer shall disclose any material interests in financial institutions with which the Investment Officer conducts business. The Investment Officer shall further disclose any personal financial/investment positions that could be affected by the performance of the investment portfolio. All required disclosures shall be made in writing to the City Council by the City Manager acting as Investment Officer, and to the City Manager by any other Investment Officer. The Investment Officer shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

1. 4.4 Delegation of Authority

Authority to manage the investment of the Funds, and responsibility for the operations of the investment program are delegated to the Investment Officer. No person may engage in an investment transaction, except as provided under the terms of this IP and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

2. 4.5 Safekeeping and Custody

All investment securities purchased by the City shall be held in third-party safekeeping by an institution designated as primary agent. The primary agent shall issue a safekeeping receipt to the City listing the specific instrument, rate, maturity, and other pertinent information.

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

Deposit-type securities (*i.e.*, certificates of deposit) shall be collateralized for any amount exceeding FDIC or any other federal deposit insurance limits. Other investments shall be collateralized by the actual security held in safekeeping by the primary agent. Collateral shall consist only of securities that are legal investments defined by this IP. The market value of the securities held as collateral for a deposit shall never be less than the value of the deposit.

5. <u>Guidelines for External Investment Managers</u>

5.1 General Investment Management Criteria

To achieve the investment objectives of the Funds, external investment managers may be employed to invest the assets. Both separate accounts and collective investment vehicles may be considered. The selection process shall conform to appropriate

municipal procurement requirements. An external investment manager must meet the following minimum criteria:

- 5.1.A Be a bank, insurance company, independent investment counselor, or investment adviser, as defined by the Investment Advisers Act of 1940.
- 5.1.B Clearly articulate the investment strategy that will be followed, provide historical performance associated with the strategy, and document that the strategy is consistent with the IP guidelines.
- 5.1.C Provide historical quarterly performance numbers calculated on a time-weighted basis.
- 5.1.D Provide detailed information on the history of the firm, key personnel, key clients, fee schedule, and support personnel.
- 5.1.E Selected firms shall not be subject to any legal judgments which may reflect negatively upon the firm's ability to perform.
- 5.1.F Demonstrate highly ethical business principles and strictly manage potential conflicts of interest.
- 5.1.G Offer a competitive fee structure.
- 5.1.H Have assets under management in an amount appropriate for the Fund assets assigned.

5.2 Duties and Responsibilities of External Investment Managers

The duties and responsibilities of each investment manager retained for the Funds shall include the following:

- 5.2.A Manage the Fund assets under its care, custody, and/or control in accordance with the IP objectives and guidelines set forth herein.
- 5.2.B Exercise investment discretion within the IP objectives and guidelines set forth herein.
- 5.2.C For each fund under management provide a monthly report including the following: (i) holdings at the end of the period, with a comparison to the required asset allocation; (ii) transactions; and (iii) the return achieved net of all fees and commissions, with a comparison to the applicable benchmark. Provide quarterly reports that provide additional detail on the investment strategy and outlook, and performance attribution for the prior quarter. Quarterly reports must state whether the portfolio is in compliance with this IP, and note the steps being taken to correct any failures to comply. Compliance

- requirements of particular interest include duration, quality ratings, and the use of derivatives.
- 5.2.D Promptly inform the Investment Officer in writing regarding all material matters and changes within the investment management firm pertaining to the investment of Fund assets, including, but not limited to:
 - a. Investment strategy
 - b. Portfolio structure
 - c. Tactical approaches
 - d. Ownership
 - e. Organizational structure
 - f. Financial condition
 - g. Professional staff
 - h. Recommendations for guideline changes
 - i. All material, legal, SEC, and other regulatory agency proceedings affecting the firm
 - j. Significant account losses
 - k. Significant growth of new business
- 5.2.E Promptly vote all proxies and related actions in a manner consistent with the long-term interests and objectives of the Funds set forth herein. Each investment manager shall keep detailed records of said voting of proxies and related actions and will comply with all regulatory obligations related thereto.
- 5.2.F Utilize the same care, skill, prudence, and due diligence under the circumstances then prevailing that experienced investment professionals acting in a like capacity and fully familiar with such matters would use in like activities for like investment programs with like aims in accordance and compliance with all applicable laws, rules, and regulations from local, state, federal, and international political entities.
- 5.2.G Adopt a brokerage policy that ensures that all transactions effected for the Funds are "subject to the best price and execution."

- 5.2.H Acknowledge and agree in writing to their fiduciary responsibility to fully comply with the entire IP set forth herein, and as modified in the future.
- 5.2.I Provide on an annual basis a disclosure concerning whether the firm makes use of soft dollars. If the firm does use soft dollars, the report shall disclose how the soft dollar benefits are utilized.
- 5.2.10 The market value of all investments shall be calculated at least monthly and a statement of the market value of the portfolio shall be issued at least monthly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA Recommended Practice on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools." In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

5.3 Duties and Responsibilities of the Investment Officer

The Investment Officer shall:

- 5.3.A Invest the assets of the Funds in accordance with this IP and the Dillingham Municipal Code and Charter.
- 5.3.B Coordinate the presentation of information from the investment manager and/or investment consultant to the City Council.
- 5.3.C Administer investment consultant, investment manager, and custodian contracts.

5.4 Duties and Responsibilities of the Custodian

The Custodian shall:

- 5.4.A Provide safekeeping and custody of securities purchased by investment managers on behalf of the Funds.
- 5.4.B Provide for timely settlement of securities transactions.
- 5.4.C Maintain short-term investment vehicles for investment of cash not invested by investment managers.
- 5.4.D Check all manager accounts daily to make sure all available cash is invested.
- 5.4.E Collect interest, dividend, and principal payments on a timely basis.

- 5.4.F Process corporate actions.
- 5.4.G Price all securities on a daily basis.
- 5.4.H Provide monthly, quarterly, and annual reports.
- 5.4.1 Provide securities lending services.

5.5 Duties and Responsibilities of the Investment Consultant

The Investment Consultant, if one is utilized by the City, shall provide general consulting services in connection with the investment of Fund assets. As directed, the Consultant will:

- 5.5.A Review this IP to assure it is consistent with each Fund's goals and objectives.
- 5.5.B Conduct and review an asset allocation study to establish the classes of assets, the strategy and style to be used within each class of assets, levels of risk, acceptable risk tolerance, and predicted rates of return that will meet each Fund's goals and objectives.
- 5.5.C Recommend investment manager performance standards and guidelines to monitor and measure investment managers.
- 5.5.D Provide guidelines as to the selection of investment managers and custodians for the Funds.
- 5.5.E Conduct a quarterly analysis of, and report the performance of, the investment manager(s).

6. <u>Authorized Investments</u>

Subject to the asset allocation policy applicable to each Fund, in order to provide both security and flexibility for the investment of the Funds and to provide the greatest interest revenue consistent with safety, only the following investments of the City's funds will be authorized:

6.1 Cash Equivalents

- 6.1.A Treasury bills
- 6.1.B Discount Notes
- 6.1.C Certificates of Deposit (to the extent guaranteed as to the payment of principal and interest by any agency or instrumentality of the United States)
- 6.1.D Money Market Funds, taxable or tax-exempt

6.2 Fixed Income Securities

- 6.2.A U.S. government and agency securities and instrumentalities of Government Sponsored Corporations
- 6.2.B Investment grade corporate obligations or corporate obligations guaranteed by the FDIC through its Temporary Liquidity Guaranty Program
- 6.2.C Securitized assets, including MBS/ABS/CMBS (Mortgage Backed Securities/Asset Backed Securities/Commercial Mortgage Backed Securities)
- 6.2.D State and local governments
- 6.2.E Yankee Bonds
- 6.2.F Cash Covered TBA (to be announced) rolls
- 6.2.G Mortgage Pass Thru's
- 6.2.H Investments through Alaska Municipal League Investment Pool, Inc., an investment pool and nonprofit corporation established under AS 37.23
- 6.2.I Repurchase agreements which shall be consistent with GFOA recommended Practices on Repurchase Agreements

6.3 Equity Securities

- 1. Equity securities of U.S. and International Corporations. Individual equities are to be traded on one of the national or regional securities exchanges or in the national Over the Counter Market (OTC). Direct individual equity investments shall not exceed five percent (5%) at cost or ten percent (10%) at Market Value of the Fund's aggregate market value. Qualified Equity Securities are:
- 6.3.A Common Stocks
- 6.3.B Convertible Notes and Bonds
- 6.3.C Convertible Preferred Stocks
- 6.3.D American Depository Receipts (ADRs) of Non-U.S. Companies
- 6.3.E Stocks of Non-U.S. Companies (Ordinary Shares)
- 6.3.F REITS Real Estate Investment Trusts

6.3.G Exchange Traded Funds

6.4 Alternative Investments

Alternative Investments constitute capital investment that is not attributable to the traditional asset classes such as equities, bonds and money market products. They show little correlation with the equity and bond markets and therefore aid in overall portfolio diversification and risk management.

6.5 Mutual Funds

A Fund may be invested in mutual funds whose holdings consist entirely of investments that are authorized investments for that Fund.

7. Prohibited Assets and Transactions

7.1 Prohibited Assets

Assets that fail to comply with the Prudent Investor Act are prohibited under this IP. Such prohibited assets shall include, but are not limited to direct investment in:

- 7.1.A Options
- 7.1.B Limited Partnerships
- 7.1.C Venture-Capital Investments
- 7.1.D Real Estate Properties
- 7.1.E Interest-Only ("IO"), Principal-Only ("PO"), and Residual Tranche CMOs (Collateralized Mortgage Obligations)
- 7.1.F Derivatives, except those included in the Allowable Assets listed in this policy

7.2 Prohibited Transactions

- 2. Prohibited transactions shall include, but are not limited to the following:
- 7.2.A Short Selling of individual securities held as direct investment
- 7.2.B Margin Transactions
- 7.2.C Uncovered TBA rolls

8. Specific Requirements for Funds other than the Permanent Fund

8.1 Purpose

Capital project accounts are established from time to time to hold funds that will be expended for City capital projects. The purpose of the Central Treasury account is to provide funding for City operations, to provide for a proper matching of revenues with operating expenses within a fiscal year, and to provide a reserve for extraordinary expenses.

8.2 Asset Allocation

Assets in Funds other than the Permanent Fund shall be allocated only between fixed income and cash equivalents. The Investment Officer will review and adopt an asset allocation policy for investment of assets in each Fund on an annual basis. This policy shall comply with all the requirements of this IP and shall be authorized by the City Council via resolution.

8.3 Index Benchmark

3. The index benchmark for fixed income and cash equivalents shall be the 30-day US Treasury rate.

8.4 Guidelines for Fixed Income Investments and Cash Equivalents

- 8.4.A Investment grade corporate securities and Yankee Bonds must be rated BBB-/Baa3 or better by Standard & Poor's, Moody's Investors Services ("Moody's"), Fitch, or another nationally recognized statistical ratings organization ("NSRO"). State and local government obligations must have an underlying rating of at least A-/A3. Securitized Assets must be rated AAA/Aaa by Standard & Poor's, Moody's, Fitch, or NSRO. Money Market Funds shall contain securities having a rating of at least A-1/P-1. Ratings under this subparagraph 8.4.1 apply at the time of purchase.
- 8.4.B In the event of a downgrade in the rating of a security held by the Fund, the Investment Officer may hold the security if it is rated BBB-/Baa3 or higher. In the event only one of the ratings of a security is downgraded below BBB-/Baa3, the higher rating of Standard & Poor's, Moody's, or Fitch shall govern.
- 8.4.C Fixed income maturity/duration/quality restrictions are as follows:
 - a. Maximum maturity/average life for any single security is 30/5 years.

- b. Effective portfolio duration may not exceed 125% of the duration of the Merrill Lynch 1-3 Year Treasury Bond Market Index.
- c. Average portfolio quality should be at least AA/Aa2.

8.5 Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same day liquidity for short-term funds.

9. Specific Requirements for the Permanent Fund

9.1 Purpose

The purpose of the Permanent Fund (also known as the General Reserve Fund) is to provide a continuing source of funding for the capital and operating expenses of the City, to assist in minimizing the tax burden to the citizens of Dillingham, and preserve in trust assets of the City for the benefit of present and future generations of Dillingham residents.

9.2 Asset Allocation

Assets in the Permanent Fund shall be allocated among equity, fixed income, cash equivalents and alternative investments. The Investment Officer will review and adopt an asset allocation policy for investment of Permanent Fund assets on an annual basis. This policy shall comply with all the requirements of this IP and shall be authorized by the City Council via resolution.

9.3 Index Benchmark

4. The index benchmark for fixed income and cash equivalents shall be the Barclay's Intermediate Government/Credit Index.

9.4 Guidelines for Fixed Income Investments and Cash Equivalents

9.4.A Corporate securities and Yankee Bonds held as direct investments must be rated BBB-/Baa3 or better by Standard & Poor's, Moody's Investors Services ("Moody's"), Fitch, or another nationally recognized statistical ratings organization ("NSRO"). State and local government obligations held as direct investments must have an underlying rating of at least A-/A3. Securitized Assets held as direct

- investments must be rated AAA/Aaa by Standard & Poor's, Moody's, Fitch, or NSRO. Securities in a suitably diversified bond mutual fund need not meet these rating requirements. Money Market Funds shall contain securities having a rating of at least A-1/P-1. Ratings under this subparagraph 9.4.1 apply at the time of purchase.
- 9.4.B In the event of a downgrade in the rating of a security held by the Fund, the Investment Officer may hold the security if it is rated BBB-/Baa3 or higher. In the event only one of the ratings of a security is downgraded below BBB-/Baa3, the higher rating of Standard & Poor's, Moody's, or Fitch shall govern.
- 9.4.C Fixed income maturity/duration/quality restrictions are as follows:
 - a. Maximum maturity/average life for any single security is 30/10 years.
 - b. Effective portfolio duration may not exceed 125% of the duration of the Barclay's Intermediate Government/Credit Index.
 - c. Average portfolio quality should be at least A+/A1.

File Attachments for Item:

Resolution No. 2025-37 Assessor Contract

Meeting Date: September 4, 2025

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2025-37

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL APPROVING A CONTRACT WITH APPRAISAL COMPANY OF ALASKA, LLC FOR MUNICIPAL ASSESSMENT SERVICES FOR THE 2026 TAX YEAR

WHEREAS, The City of Dillingham is required to provide municipal assessment services to establish the full and true value of all taxable real and personal property located within the City for the 2026 tax year; and

WHEREAS, Appraisal Company of Alaska, LLC has provided professional municipal assessment services to the City under prior contracts, and has proposed to continue these services under the same terms and conditions for the 2026 tax year; and

WHEREAS, The services to be provided include establishing values for taxable property, maintaining electronic property records, providing annual sales ratio analyses, assisting with Board of Equalization hearings, and completing the State of Alaska Annual Report on Assessments and Taxation; and

WHEREAS, The contract provides for a fee of \$28,000 for real property and \$8,000 for personal property, for a total cost of \$36,000 for the 2026 tax year, inclusive of assessor's Board of Equalization representation, travel, and lodging; and

WHEREAS, Pursuant to **DMC 4.30.130(A)(6)**, competitive procurement requirements do not apply to professional services retained on a continuing basis, including appraisal services; and

WHEREAS, The Acting City Manager recommends approval of the 2026 Municipal Assessment Services contract with Appraisal Company of Alaska, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council:

- 1. **Approves the contract** with Appraisal Company of Alaska, LLC for municipal assessment services for the 2026 tax year in an amount not to exceed \$36,000.
- 2. **Authorizes the Acting City Manager** to execute the contract and any related documents necessary to implement the agreement.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on September 4, 2025.

ATTEST:	Alice Ruby, Mayor	[SEAL]
Abigail Flynn, Acting City Clerk	-	

City of Dillingham Resolution No. 2025-37

Appraisal Company of Alaska LLC

ANCHORAGE, ALASKA 99503 office@appraisalalaska.com EIN#26-2071908

Abigail Flynn, City Clerk

City of Dillingham

PO Box 889

Dillingham, AK 99576

Re: Assessment Contract Extension

Dear Ms. Flynn,

Pursuant to our contract for 2025, the Appraisal Company would like to extend the Municipal Assessment Contract for another year (2026 tax year). See No 2. Term Agreement on 2025 contract.

The Appraisal Company agrees to the same terms and conditions. In addition, we agree to complete the State of Alaska Annual Report on Assessments and Taxation for the City.

Attached are our current State and Municipal business licenses and Certificate of Insurance.

Please acknowledge if the City wishes to extend the contract. If you have any questions, please phone or text.

Sincerely,

MCR

Appraisal Company of Alaska

CONTRACT

Municipal Assessment Services

This Agreement is entered into this day <u>1st day of August 2025</u> by and between Appraisal Company of Alaska, LLC, herein referred to as "Contractor" and the City of Dillingham, herein referred to as "City". For good and valuable consideration, the receipt whereof is hereby acknowledged, Contractor and City agree as follows:

WHEREAS, City is in need of;

A firm possessing the skills and ability required to render professional municipal assessment services to the City of Dillingham;

WHEREAS, Services to be provided include all real property assessment appraisals for commercial and residential taxable properties within the City of Dillingham and taxable Personal Propery:

WHEREAS, Contractor, through necessary education, personnel and experience, possesses the requisite license to perform such duties;

WHEREAS, City is therefore desirous of engaging the services of Contractor as an independent contractor using independent professional judgment to accomplish assigned tasks;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contractor

The work to be performed by Contractor pursuant to this Agreement is all tasks assigned by the City Manager or through a designee. A more specific identification of Contractor's services to be provided in accordance with the provisions of this Agreement is listed in Appendix A, incorporated herein by reference and such other duties as requested by the City.

2. Term of Agreement

The term of this Agreement shall be from the date of the agreement through tax year 2026. The City shall have an option to renew this Agreement yearly thereafter, for four one-year extensions. Exercise of this option by City shall be contingent upon a favorable review of the contracted services three months before the then scheduled date of termination of this Agreement and shall be further conditioned on the continuity of Contractor's Designated Representative. Any contract renewal must be approved by both Contractor and City and the fee for any such extension will be mutually agreed upon.

3. Fee

The City shall pay Contractor in accordance with the fee schedule attached hereto as Appendix B for tax year 2026.

4. Payments

City agrees to make payments to Contractor as services are performed and costs are incurred, provided Contractor submits two (2) copies of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by City.

For the tax year in which Contractor is entitled to payment, Contractor shall become entitled to, and City of Dillingham shall pay within fifteen days, that year's fee according to the following schedule:

Contractor gives notice of starting assessment:	30%
Contractor gives notice that assessment is half complete:	20%
Contractor provides assessment roll to City Clerk:	40%
Following Certification of Final Roll and Appeals:	10%

5. Services Supplied by City

City shall provide Contractor with work space while the Contractor is performing work under this Agreement in Dillingham during the term of this Agreement.

6. Independent Contractor Status

In performing under this Agreement, Contractor acts as an independent contractor and shall have responsibility for and control over the details and means for performing the work required hereunder.

7. Indemnification

To the maximum extent permitted by law, Contractor shall defend, indemnify and save harmless City or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of Contractor, its agents or employees while performing under the terms of this Agreement.

8. Assignment

Contractor shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

9. Subcontracting

Contractor may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

10. Designation of Representatives

The parties agree, for the purpose of this Agreement, that City shall be represented by and may act only through the City Manager, or such other person as they may designate in writing. Contractor shall be represented by and may act only through Michael Renfro, or such other person he may designate in writing.

11. Termination

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice. Termination of this agreement by either party may be for any reason, or no reason. Contractor shall not be entitled to any anticipated profit on services not performed.

12. Insurance

Contractor shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Contractor and the City against liability that may accrue against them or either of them in connection with the performance of Contractor under this Agreement:

- City of Dillingham Business License
- State of Alaska Business and Contractors or Professional License [Per AS 43.70 any individual, partnership, or company which engages in business activity in Alaska must have a business license. "Business" means a for profit or nonprofit entity engaging or offering to engage in a trade, a service, a profession, or an activity with the goal of receiving a financial benefit in exchange for the provision of services, or goods, or other property.]
- Certification of Insurance and Workers Compensation <u>as required under AS23.30</u> naming all employees [Not required for sole proprietors with no employees.]
- Proof of commercial insurance, covering bodily injury, death, and property damage with a single limit not less than one million (\$1,000,000) dollars. [Not required for purchases of supplies, materials, and equipment unless over \$20,000.]
- Proof of Professional errors and omissions insurance of not less than one million (\$1,000,000) dollars per occurrence.
- Vehicle liability insurance including applicable uninsured/underinsured coverage with limits of liability not less than five hundred thousand (\$500,000) dollars per occurrence combined single limit bodily injury and property damage. [Not required for purchase agreements for supplies, materials or equipment.]

All insurances, workers' compensation insurance, commercial general liability insurance and motor vehicle liability insurance, as described above shall include an endorsement stating the following: sixty (60) days advance written notice of cancellation, non-renewal, reduction change, shall be sent to the City Manager, PO Box 889, Dillingham, AK 99576.

13. Insurance Certificate

All insurance shall be placed with an insurance carrier or carriers satisfactory to the City and shall not be subject to cancellation or any material change except after 30 days

written notice to the City and shall provide that no failure of Contractor to comply with any condition or provision of this Agreement or other conduct of Contractor or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the City. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be kept on deposit at the general offices of the City. If Contractor fails to comply with these insurance requirements, the City may terminate this Agreement on 10 days written notice.

14. Claims Recovery

Claims by City resulting from Contractor's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Contractor for work performed or to be performed. City shall notify Contractor of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

15. Compliance with Applicable Laws

Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation; all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Contractor also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted valuation methods and appraisal practices and shall comply with all applicable codes and standards.

16. Records and Audit

Contractor agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred for at least three years after receipt of final payment and closure of all pending matters related to this Agreement. Said books shall be subject to inspection and audit by City.

17. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City of Diliingham:
Abigail Flynn
City Clerk
City of Dillingham
P.O. Box 889
Dillingham, AK 99576

To Contractor:
Michael Renfro
Owner
Appraisal Company of Alaska, LLC
405 W 27th Ave.
Anchorage, AK 99503

18. Venue and Applicable Law

The venue of any legal action between the parties arising as a result of this Agreement shall exclusively be laid in the Third Judicial District of the Superior Court of the State of Alaska, at Dillingham, Alaska, and this Agreement shall be interpreted in accordance with the laws of the State of Alaska.

19. Attorney's Fees

In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

20. Waiver

No failure on the party of either City or Contractor to enforce any covenant or provision herein contained, nor any waiver of any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the City or Contractor to enforce the same or any other provision in the event of any subsequent breach or default.

21. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

22. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

<u>IN WITNESS WHEREOF</u>, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

CITY	By:
Date:	Abigail Flynn
I	City Clerk
	City of Dillingham
CONTRACTOR	By:
Date: 8/5/2025	Michael C. Renfro, Owner Appraisal Company of Alaska, LLC

APPENDIX A

SCOPE OF SERVICES

Contractor will provide the following services for the tax 2026 year:

- Establish the full and true value of all taxable real and personal property, located within the City of Dillingham, to be assessed in the name of the person by whom it is owned on the first day of January of the associated tax year.
- Provide current assessments with new photographs and valuations for all new buildings constructed and inspect and assess all material changes on existing properties.
- 3. Create and/or update in full detail an electronic property record for each parcel showing size, dimensions, construction materials, and other pertinent data as well as a minimum of one exterior photograph, using the City's GAMA software. These electronic files, and all data associated, are owned and retained by the City of Dillingham.
- 4. Review personal property returns and provide assessment values where needed.
- 5. Provide a sales ratio analysis annually in the fall, reflecting how the City is working to achieve the State requirement to assess property at 90% to 100% of market value.
- 6. Provide updates of the assessment roll to the Finance Department no later than February 15 of each year.
- 7. Provide City Clerk with written response to appeals made. After completion of the Board of Equalization hearings, assist the City Clerk in certifying the tax roll.
- 8. Travel to Dillingham to represent the City at Board of Equalization hearings.
- 9. Be accessible to City staff throughout the term of the agreement for consultation and advise on issues pertaining to property tax, valuation and assessment.
- 10. Complete the State of Alaska Annual Report on assessment and taxation of the City.

APPENDIX B

FEE SCHEDULE

The follow fees will apply for the 2026 tax year shown below:

2026 \$28,000 Real Property

2026 \$8,000 Personal Property



City of Dillingham 5776

Business License

Appraisal Company Of Alaska, LLC Anchorage, AK 99503 405 W. 27th Ave

Is hereby licensed to operate

53 - Real Estate, Rental & Leasing

for the period commencing January 1st, 2025 to be carried on in the City of Dillingham and ending December 31st, 2025

DMC 4.16.070 The Dillingham business license shall be posted on the premises in a conspicuous place that is in view of the public.

Issued: December 11, 2024

Finance Director

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing PO Box 110806, Juneau, AK 99811-0806

This is to certify that

APPRAISAL COMPANY OF ALASKA, LLC

405 W 27TH AVE, ANCHORAGE, AK 99503

owned by

APPRAISAL COMPANY OF ALASKA, LLC

is licensed by the department to conduct business for the period

October 21, 2024 to December 31, 2026 for the following line(s) of business:

53 - Real Estate, Rental and Leasing



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Julie Sande Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	DDUCER ateFarm Art Mathias	00		×	CONTA NAME: PHONE (A/C, No E-MAIL	o, Ext): 907-56	3-3188	FAX (A/C, No):	
3900 Arctic Blvd Suite 102			ADDRESS: art.mathias.b7v7@statefarm.com						
A14 005005700			INSURER(S) AFFORDING COVERAGE NAIC #						
	Anchorage			AK 995035780	modelety, state farm modele decadly company			25143	
INSU	JRED ADDRAISAL COMPANY OF	A1 AC	N/A 1	NO			rm Mutual Aut	omobile Insurance Company	25178
	APPRAISAL COMPANY OF	ALAS	SKA I	NC	INSURE	RC:			
	405 W 27TH AVE				INSURE	RD:			
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_	ANCHORAGE			AK 995032612	INSURE	RF:			
				NUMBER:				REVISION NUMBER:	
IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED, NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLIC	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPECT TO AL	O WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADD	SUB	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$ 2,0	000,000
	CLAIMS-MADE OCCUR			± 1				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 30	0,000
		-						MED EXP (Any one person) \$ 10	,000
Α		N	N	92-BD-X677-2		04/17/2025	04/17/2026	PERSONAL & ADV INJURY \$ 2,0	000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,0	000,000
	POLICY PRO- JECT LOC		-			-		PRODUCTS - COMP/OP AGG \$ 4,0	000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY			004 4342-D17-02J		04/17/2025	10/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY AUTO					04/11/2020	10/11/2020	BODILY INJURY (Per person) \$ 1,0	000,000
В	OWNED SCHEDULED AUTOS	N	N				Ì		000,000
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$ 1,0	000,000
			`	н				\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$ 1,0	000,000
Α	EXCESS LIAB CLAIMS-MADE	N/A		92-BS-4086-1		04/17/2025	04/17/2026	AGGREGATE \$ 1,0	000,000
	DED RETENTION \$ 10,000			2266		*		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- \$	
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	N	92-BS-M452-7		04/17/2025	04/17/2026	E.L. EACH ACCIDENT \$ 1,0	000,000
	(Mandatory In NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$ 1,0	000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,0	000,000
									1
20.000		VI. 100 AL VII. 100 AL VIII. 100 AL VII							
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	.ES (A	.CORD	101, Additional Remarks Schedul	le, may bo	attached If mon	e space is requir	9d)	
				¥					N
				-					
UEF	RTIFICATE HOLDER				CANC	ELLATION			
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
					AUTHOR	IZED REPRESEN	NTATIVE		
				-	C	Er mare		This form was system-generated	on 07/25/2025 .

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City of Dillingham Fiscal Note

Agenda Date: September	4, 2025	<u> </u>				
Appraisal Company of Alaska -	Munici	pal Assessmen	t Services 2	2026 tax y	ear	
ORIGINATOR: Finance I	Directo:	<u>r</u>				
FISCAL ACTION (TO BE CON	ЛРLЕТ	ED BY FINAN	NCE)	FISCAL	IMPACT	√ YES NO
AMOUNT REQUESTED: \$36,000 FUNDING SOURCE City of Dillingham						
FROM ACCOUNT				Project		
1000 7030 10 14 0000 0 GF Finance -Appraisal Appraisal service for calendar year					lendar year 2026	
TO ACCOUNT:		VERIFIED B	SY: A	l nita Fuller	Date:	9/2/2022
EXPENDITURES						
OPERATING		FY26	FY	27	FY28	FY29
1000 7030 10 14 0000 0	\$	36,000.00				
TOTAL OPERATING	\$	36,000.00	\$	<u>-</u>	s -	s -
CAPITAL	\$	-				
REVENUE		-				
FUNDING						
General Fund - Budgeted	\$	20,000.00				
General Fund - Not Budgeted		6,000.00				
TOTAL FUNDING	\$	26,000.00	\$	_	\$ -	\$ -
POSITIONS						
Full-Time						
Part-Time						
Analysis: (Attach a separate pag FY26 Budget is for \$28,000, Wi			to the budg		esolution 2025-37 00 (personal Prope	
PREPARED BY: Anita Fora	n				Aug	ust 26, 2025
DEPARTMENT: Finance						

APPROVED BY:

File Attachments for Item:

Resolution No. 2025-40 for Union Local 71 Contract

Meeting Date: September 4, 2025

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2025-40

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DILLINGHAM AND PUBLIC EMPLOYEES LOCAL 71

WHEREAS, the Public Employees Local 71 ("Local 71") represents the City of Dillingham's ("City") Public Works and Port Department employees ("Employees"); and

WHEREAS, the City has had an agreement with Local 71 from July 1, 2025 – June 30, 2028; and

WHEREAS, the City and Local 71 have reached a tentative three (3) year collective bargaining agreement ("CBA"); and

WHEREAS, the CBA shall take effect July 1, 2025, and will remain in full force and effect through June 30, 2028; and

WHEREAS, the Members have voted and approved the tentative CBA; and

WHEREAS, the CBA is subject to approval by the Dillingham City Council; and

WHEREAS, the ratified CBA authorizes a 0% wage increase on July 1, 2025; a 1% wage increase on July 1, 2026; and a 2% wage increase on July 1, 2027, and other negotiated amendments.

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council has authorized the Acting City Manager to approve the CBA between the City and Local 71, which will commence, retroactive, on July 1, 2025 and end on June 30, 2028.

PASSED and ADOPTED by the Dillingham City Council on September 4, 2025.

	Alice Ruby, Mayor
ATTEST:	[SEAL]
Abigail Flynn, Acting City Clerk	

City of Dillingham Resolution No. 2025-40

Page 1 of 1

Mayor Alice Ruby

Acting City Manager Jack Savo Jr.



Dillingham City Council
Bertram Luckhurst
Michael Bennett
Steven Carriere
Curt Armstrong
Kaleb Westfall
Kevin McCambly

MEMORANDUM

Date: 08/28/2025

To: Dillingham City Council

From: Jack Savo Jr., Acting City Manager

TITLE

Resolution 2025-40: A Resolution Of The Dillingham City Council Authorizing The Acting City Manager to Approve A Collective Bargaining Agreement Between the City Of Dillingham And Public Employees Local 71

RECOMMENDED ACTION

Adoption of Resolution 2025-40 by The Dillingham City Council

SUMMARY OF ISSUE

This contract is renegotiated every three years and is ratified by the Union members. The contract authorizes a 0% wage increase on July 1, 2025; a 1% wage increase on July 1, 2026; and a 2% wage increase on July 1, 2027.

Acting City Manager City of Dillingham

City of Dillingham

Page 1 of 1

File Attachments for Item:

Acting City Manager Mentorship with Hladick

UNFINISHED BUSINESS

August 18, 2025

To: Mayor Alice Ruby

From: Chris Hladick, Chris Hladick Consulting LLC

RE: Scope of Work for possible contract

Dear Alice:

The scope of work for my contract should be defined. I have prepared this initial draft, and you are welcome to review and expand upon the scope as needed.

As I understand it the city council is desirous of having me on stand-by to assist Jack Savo in his new role as interim city manager for Dillingham. I have already had a brief discussion with Mr. Savo to get a handle on what has been requested. I would be happy to come to Dillingham to meet with Mr. Savo for several days to get clarity and to sit down with the city council in a workshop to ensure everyone is on the same page.

I foresee an initial visit and then maybe a follow up visit in a month or so. I can assist via phone call when needed and I can attend council meetings via zoom from Anchorage. Please let me know the number of visits to Dillingham you would like me to schedule within the next six months.

Are you also requesting that I attend Juneau and Washington DC trips? If so, I can assist in the preparation of documents and materials for lobbying purposes for those trips. And I can help train Jack on the process.

I will work directly with Jack and be available to the City Council for research or consultation as needed. The city may want me to attend conferences in Anchorage or elsewhere when city representatives can't get away. I think it will be useful to have a conversation about whom you want me to work for/with. I can be available to you Madame Mayor when you have questions on council process and strategy.

I recommend that I come to Dillingham soon to participate in a workshop with the Council and Jack to discuss city priorities and work with Jack on developing plans to accomplish those priorities so that the council has something to evaluate Jack against in six months. In essence the council asked you to do x and y and either you got it done in the allotted time or you did not. I would suggest another trip to Dillingham during evaluation time to help the council with the evaluation process. Council can decide the timeline for evaluation. The development of these priorities would include working with the department heads.

I can be available to department heads to help with problem solving or personal development. I would need to work this out with Jack on how best to accomplish this. There are also HR issues and legal issues that arise from time to time that I can assist with, this is critical. I have been

instrumental in evaluating and negotiating settlements with the various lawsuits whereas a green city manager would not know where to begin.

Additionally, I can help with capital projects. My fingerprints are on many projects the city has in the works. I began the harbor project process in the late 1990s. I obtained the funding for Snag Point Erosion. I can help Jack understand the Federal process with the Corps, the Fish and Wildlife Service and the EPA as well as the State of Alaska.

I would like to get the scope of work somewhat nailed down realizing that city management always includes the phrase and other duties as assigned.

I am proposing to the contract to be at \$150 per hour with cap if council wishes. I can better put a dollar figure on an expected amount of time after talking through a scope of work. I expect the city council to evaluate how my contract is working at any time. I expect the city to cover my travel costs to Dillingham, and, if needed, to Juneau and Washington DC, as well as any conference fees for required attendance. I would draft reports on all meetings attended.

My goal is to assist Jack and the council in keeping the city moving forward. It is my hope that my 35 years' experience in city management will be helpful.

Let me know your thoughts about the scope of work. When we have agreement, I can develop what I think a reasonable fee would be for six months work.

Thanks

Chris Hladick
Chris Hladick Consulting.

File Attachments for Item:

RFP for Manager Selection- discussion

Mayor

Alice Ruby



Dillingham City Council

Bertram Luckhurst

Michael Bennett

Steven Carriere

Curt Armstrong

Kaleb Westfall

Kevin McCambly

Acting City Manager

Jack Savo Jr.

Request for Proposals for Recruiting Executive Search Services - RFP 2025- ()

Issue Date: (Date)

Deadline Date: (Date)

The City of Dillingham, Alaska, is soliciting proposals to select a qualified firm or individual to provide recruiting and executive search services (hereafter "Consultant") for the City of Dillingham (hereafter "City") to assist in identifying and hiring a qualified candidate for the position of City Manager. The selected firm or individual will enter into a term contract for a period of 6 months with an option for an additional extension based upon a satisfactory review by the Mayor and City Council of services provided. The contract will also include a termination clause by either party with a 15-day notice. This RFP can also be found on the City's website at www.dillinghamak.us under the "Bids and RFPs" tab.

Inquiries and proposals should be directed to:

Mayor City of Dillingham PO Box 889 Dillingham, AK 99576 (907) 842-5148 assistant@dillinghamak.us

An electronic copy of the proposal shall be emailed to the office of the Mayor no later than

(Date and Time) at the email address noted above.

About Dillingham, Alaska:

The City of Dillingham is a First-Class City and has a Council/Manager form of government. The City is located approximately 350 miles southwest of Anchorage, set against a backdrop of Wood River Mountains. The City is home to about 2,300 residents and covers an area of about 36 square miles. The community is largely Yupik Eskimo and the hub of the surrounding Bristol Bay region, as well as being the gateway to Wood Tikchik State Park, the largest State Park in the nation. Many people look to, and rely on, Dillingham for freight, transportation, health, and visitor services.

City of Dillingham Page 1 of 4

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

The City requires the services of a professional recruiting and executive search firm to assist in identifying and hiring a qualified candidate for the position of City Manager. The Consultant will provide professional advice to the Mayor and City Council regarding recruitment strategies, candidate evaluation, and hiring processes.

Scope of Work:

The Consultant will work directly with the Mayor and City Council to identify, recruit, and evaluate candidates for the City Manager position.

In this regard, the Consultant shall:

- A. Receive guidelines for recruitment efforts from the City Council through the Mayor and work within such guidelines to identify, evaluate, and recommend candidates for City Manager. Modifications to these guidelines may be made from time to time by the City.
- **B.** Communicate with the City Council through the Mayor for the purpose of acquiring necessary available information, job descriptions, qualifications, and other relevant materials to support the recruitment process.
- **C.** Develop and execute a recruitment strategy, including advertising, outreach, and networking to attract qualified candidates.
- **D.** Conduct initial screening and evaluation of candidates, including interviews, reference checks, and background checks as required.
- **E.** Provide recommendations and reports to the Mayor and City Council regarding the most qualified candidates for each position.

The Consultant shall provide regular updates and professional advice to the City Council through the Mayor regarding the recruitment process. In this regard, the Consultant shall:

- **A.** Maintain regular contact with the City Council through the Mayor on the status of recruitment efforts and provide updates on candidate pools, interviews, and evaluations.
- **B.** Provide written monthly reports to the Mayor, and such reports shall include, but shall not be limited to, progress made on recruitment efforts, candidate evaluations, and any anticipated problem areas of which the Consultant becomes aware.
- **C.** Travel to Dillingham to meet with the Mayor and City Council for an initial consultation and thereafter as required by the firm selected or the City Council.
- **D.** Exercise best professional judgment in all matters relating to work for the City of Dillingham and immediately report any position or action taken which involves an area of uncertainty or controversy to the Mayor.

Required Proposal Content:

Proposals must include:

- Transmittal Letter
- Proposed Process and Experience in recruiting and executive search services
- Proposed Rates and Fee Structure
- Minimum of three (3) professional references
- Ability to provide applicable insurance coverage

City of Dillingham Page 2 of 4

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

Submittal Requirements and Information:

To be considered, all proposals must be delivered to the email address below, on or before the deadline.

Email proposals must be sent to: assistant@dillinghamak.us

Title of the email must be: RFP-2025-____ PROPOSAL FOR EXECUTIVE SEARCH SERVICES

Deadline: All proposals must be received no later than (Date & Time).

Delivery instructions –emailed electronic copy to:

Email proposals must be sent to: assistant@dillinghamak.us

Title of the email must be: RFP-2025- PROPOSAL FOR EXECUTIVE SEARCH SERVICES

Mayor City of Dillingham PO Box 889 Dillingham, AK 99576 (907) 842-5148 assistant@dillinghamak.us

Email proposals will be recorded as received based on the date and time stamp on the email when it is received by the City.

No exceptions will be made concerning the deadline.

The City of Dillingham reserves the right to reject or accept any or all bids, to waive irregularities or informalities in the proposal, and to give particular attention to the qualifications of the proposer. The City reserves the right to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of proposals.

The City retains the right to cancel the RFP process if it is in their best interest. Any cost incurred by proposers for the preparation and submittal of the proposal is the sole responsibility of the proposer. A proposal may be corrected or withdrawn by a written request received prior to the deadline for receipt of proposals.

All proposals and other material submitted become City property and will not be returned.

The City assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

Any and all media announcements pertaining to this RFP require the City's prior written approval. This RFP does not obligate the City or the selected proposer until a contract is signed and approved by all parties.

City of Dillingham Page 3 of 4

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

Evaluation and Selection Criteria:

EVALUATION CRITERIA	RELATIVE WEIGHT
-Transmittal Letter	10%
-References	10%
-Proposed Rates and Fee Structure	20%
-Qualifications and Experience	40%
-Overall Quality of Proposal	20%

The evaluation committee appointed by the Mayor will review the submittals.

A person(s) designated by the Mayor will conduct reference checks.

Based on the committee evaluation, the City may select a short list of up to three individuals or firms for more in-depth evaluation or interviews.

The evaluation committee will recommend one finalist to the City Council for final contract award.

The City intends to award a contract, subject to negotiation of a satisfactory agreement based on a contract form provided by the City, to the individual or firm which, in the City Council's sole judgment, is best suited to perform the services required.

City of Dillingham Page 4 of 4

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

File	Attachm	ents for	Item:
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Set a Date for a workshop on Property Tax Assessments and Exemptions

NEW BUSINESS

Fall Committee Calendar

Committee	Date of Fall meetings	Place	Time
Committee	Date of Fatt meetings	Flace	Tillie
Boot Advisory (Oping and Fall)	0/04/0005 0/00/0005	0:5-11-11	0.00 DM
Port Advisory (Spring and Fall)	9/24/2025, 9/26/2025	City Hall	6:00 PM
	09/04/2025,	0 11.11	7.00 514
Regular Council Meetings	10/02/2025	City Hall	7:00 PM
	08/20/2025,		
Planning Commission (every second	09/10/2025,		
Wednesday)	10/08/2025	City Hall	5:30 PM
	08/14/2025,		
Code Review Committee (Every	09/11/2025 , (no		
Second Thursday except in October	October meeting due		
and July)	to election)	City Hall	5:30 PM
Finance and Budget (every 3rd	09/22/2025,		
Monday)	10/20/2025	City Hall	5:30 PM
School Facility (3rd Wednesday in			
September, January and March, 2nd			
Wednesday in June)	9/4/2025	City Hall	3:00 PM
Potential Workshop : with Lobbyist		City Hall	
MOU - Quarterly	9/24/2025	City Hall	10:00 AM
Canvassing Committee	10/9/2025	City Hall	?
Special Council Meeting	10/16/2025	City Hall	5:30 PM
Library Advisory Board	8/21/2025	Library	5:30 PM
	08/28/2025,		
Friends of the Landfill, Every last	09/25/2025,		
Thursday of the month	10/30/2025	City Hall	10:00 AM
Public Outreach Committee	?		
Additional Workshop 3+1	9/4/2025	City Hall	6:15 PM

Election Day: October 7, 8 AM to 8 PM

Moose Season: August 25-Sept 25

^{*} Dates and times subject to change based on the availability of the committee members. Please call 907-842 5212 to confirm meeting details closer to the dates or see the City Webpage.