

#### CITY OF KOTZEBUE NOTICE

Regular City Council Meeting Agenda

December 05, 2024 at 5:15 PM

City Hall Chambers – 258 A Third Avenue

#### THE PUBLIC IS ENCOURAGED TO ATTEND.

For residents who want to participate telephonically call: **1-800-315-6338**; access code: **49401**#

- I. Call to Order
- II. Roll Call/Introduction of Staff and Guests
- III. Invocation/Moment of Silence
- IV. Pledge of Allegiance
- V. Adoption of The Agenda
- VI. Adoption of Minutes
  - a) November 21, 2024
- VII. Citizen Comments
- VIII. Correspondence
  - a) Draft Agenda for Budget Retreat in January
  - b) Capital Projects List Draft
  - c) Parks and Recreation Advisory Committee Letter
  - **d)** Discussion and Decision Regarding Whether to Have a Second RCCM in December and Dates for RCCM's in January
  - e) Letter of Interest for City of Kotzebue's Planning Commission and LRA Board
  - f) KEA Donation Request

#### IX. Unfinished Business

a) ORDINANCE 24-07, ENTITLED: "A CODE ORDINANCE AMENDING KOTZEBUE MUNICIPAL CODE ("KMC"), CHAPTER 3.20, SALES TAX, SECTIONS 3.20.210, 3.20.270, 3.20.280, 3.20.350 AND 3.20.450 TO PROVIDE FOR QUARTERLY REPORTING AND REMITTANCE OF CITY SALES TAXES COLLECTED DURING THE QUARTER, EFFECTIVE JANUARY 1, 2025 WITH THE \_FIRST QUARTERLY

REPORTING PERIOD BEING JANUARY 1, 2025 THROUGH MARCH 31, 2025." **SECOND READING** 

- b) ORDINANCE 24-08, ENTITLED: "A NON-CODE ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF KOTZEBUE, ALASKA FOR THE CALENDAR YEAR ("CY") JANUARY 1, 2025 TO ENDING DECEMBER 31, 2025." SECOND READING
- C) ORDINANCE 24-09, ENTITLED: "A NON-CODE ORDINANCE ADOPTING A FEE SCHEDULE FOR THE CITY OF KOTZEBUE, ALASKA FOR THE CALENDAR YEAR ("CY") JANUARY 1, 2025 TO ENDING DECEMBER 31, 2025." SECOND READING
- d) RESOLUTION 24-75, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE AN AGREEMENT FOR THE AHFC FRONTIER HOUSING DEVELOPMENT PROJECT IN KOTZEBUE.

#### X. New Business

- a) RESOLUTION 24-77, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO SUBMIT A BACKUP GENERATOR GRANT APPLICATION TO THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF WATER, STATE REVOLVING FUND PROGRAM ("SRFP").
- b) RESOLUTION 24-78, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE AN AGREEMENT WITH ALTMAN ROGERS & COMPANY, CPAs, FOR CY2025 ACCOUNTING AND ADVISORY SERVICES.
- C) RESOLUTION 24-79, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE POST HOC, ERGO PROPTER HOC, TO FINALIZE AND EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS /AGREEMENT WITH THE SUCCESSFUL, RESPONSIBLE BIDDER(S) TO THE CITY'S RFP FOR A DESIGN/BUILD PROPOSAL FOR THE WATER TREATMENT PLANT FILTRATION SYSTEM UPGRADE DESIGN/BUILD PROPOSAL AS SET FORTH HEREIN.

#### **XI. Council Members Comments**

Seat F: Cory Jackson

Seat G: Johnson Greene

Seat B: Derek Haviland-lie

Seat D: Kathleen Sherman

Seat C: Joshua Hadley

Seat E: Ruth Moto

Seat A: Ernest Norton

Youth Representative: Bristol Huffman

XII. Executive Session

XIII. Adjournment



#### CITY OF KOTZEBUE NOTICE

# Regular City Council Meeting Agenda November 21, 2024 at 5:15 PM City Hall Chambers – 258 A Third Avenue

#### THE PUBLIC IS ENCOURAGED TO ATTEND.

For residents who want to participate telephonically call: **1-800-315-6338**; access code: **49401**#

#### I. Call to Order

Vice-Mayor Sherman called the meeting to order at 5:18 PM.

#### II. Roll Call

Council members present at time of roll call: Ernest Norton, Derek Haviland-Lie, Joshua Hadley, Kathleen Sherman, Cory Jackson, Johnson Greene, Bristol Huffman.

Council member Ruth Moto was absent.

#### III. Invocation/Moment of Silence

Vice-Mayor Sherman provided an invocation.

#### IV. Pledge of Allegiance

Pledge of Allegiance.

#### V. Adoption of The Agenda

Council Member Norton made a motion to adopt the amended agenda, which tables Resolution 24-75, adds "Approve Rachel Belamour to Planning Commission" under Correspondence, and adds Resolution 24-76 to agenda, Council Member Hadley seconded this motion.

The agenda was approved as amended by the City Council.

#### VI. Adoption of Minutes

#### a) November 7, 2024

Council Member Norton made a motion to approve the previous meeting minutes, seconded by Council Member Hadley.

November 7<sup>th</sup>, 2024 meeting minutes were approved.

#### VI. Citizen Comments

There were no citizen comments.

#### VIII. Correspondence

a) KMHS Student Government Donation Presentation KMHS Treasurer, Bristol Huffman, presented to the Council what they would spend their donation on if it were to be approved. The City Council approved the KMHS donation request and was awarded \$20,000.00.

#### **b)** KOTZ Radio Donation

The Council looked over the donation request, Mayor Haviland-Lie made a motion to request to give KOTZ Radio their entire line-item amount for donation, Council Member Hadley seconded the motion.

KOTZ Radio donation was approved in the amount of \$2,500.00.

- c) Proposal to Permit Use of State Airport Land
   City Manager Tessa Baldwin introduced this to the Council.
- d) Appoint Rachel Belamour to Planning Commission Council Member Norton requested that this be completed during the meeting, Vice-Mayor Sherman made a motion to accept Rachel's letter of interest to the City of Kotzebue's Planning Commission, seconded by Mayor Haviland-Lie.

#### IX. Unfinished Business

#### X. New Business

- a) Manager's Reports
  - 1. City Manager
  - 2. Holland and Hart
  - 3. The Mulder Company
  - 4. Joe Evans City Attorney
  - Finance Director \* need to accept and approve Finance report\*

Council Member Norton made a motion to accept and approve the finance report, seconded by Mayor Haviland-Lie.

#### Roll Call Vote

Ernest Norton	Yes	Derek Haviland-Lie	Yes
Joshua Hadley	Yes	Kathleen Sherman	Yes
Cory Jackson	Yes	Johnson Greene	Yes
Ruth Moto	ABSENT		

#### Motion Passed.

6. Public Works \*need to accept and approve Public Works report\*

Council Member Hadley made a motion to accept and approve the Public Works report, seconded by Council Member Norton.

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Ernest Norton	Yes	Derek Haviland-Lie	Yes
Joshua Hadley	Yes	Kathleen Sherman	Yes
Cory Jackson	Yes	Johnson Greene	Yes
Ruth Moto	ABSENT		

#### Motion Passed.

- 7. Police Department
- 8. Fire Department
- 9. Parks & Recreation
- 10. Package Store
- 11. Public Relations/Human Resources
- 12. Planning Department

The following legal proceeding regarding the Manager's Reports, all comments can be found on recording at the City Hall.

b) ORDINANCE 24-07, ENTITLED: "A NON-CODE ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF KOTZEBUE, ALASKA FOR THE CALENDAR YEAR ("CY") JANUARY 1, 2025 TO ENDING DECEMBER 31, 2025." FOR

#### INTRODUCTION

Council Member Norton made a motion, seconded by Council Member Hadley to approve the Introduction of Ordinance 24-07.

#### Roll Call Vote

Ernest Norton	Yes	Derek Haviland-Lie	Yes
Joshua Hadley	Yes	Kathleen Sherman	Yes
Cory Jackson	Yes	Johnson Greene	Yes

Ruth Moto ABSENT

#### **Motion Passed.**

Section VI. Item a)

c) ORDINANCE 24-08, ENTITLED: "A NON-CODE ORDINANCE ADOPTING A FEE SCHEDULE FOR THE CITY OF KOTZEBUE, ALASKA FOR THE CALENDAR YEAR ("CY") JANUARY 1, 2025 TO ENDING DECEMBER 31, 2025." FOR

#### INTRODUCTION

Council Member Norton made a motion, seconded by Mayor Haviland-Lie to approve the Introduction of Ordinance 24-08.

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Ernest Norton	Yes	Derek Haviland-Lie	Yes
Joshua Hadley	No	Kathleen Sherman	Yes
Cory Jackson	Yes	Johnson Greene	Yes
Ruth Moto	ABSENT		

Motion passed by majority vote.

d) RESOLUTION 24-72, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING AND ADOPTING A NEW HAZARD MITIGATION PLAN ("HMP") FOR THE CITY OF KOTZEBUE.

Council Member Norton made a motion, seconded by Council Member Hadley to approve Resolution 24-72.

#### Roll Call Vote

Ernest Norton	Yes	Derek Haviland-Lie	Yes
Joshua Hadley	Yes	Kathleen Sherman	Yes
Cory Jackson	Yes	Johnson Greene	Yes
Ruth Moto	ABSENT		

#### Motion Passed.

e) RESOLUTION 24-73, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ("CITY") REQUESTING THE ADDITION OF VICE-MAYOR KATHLEEN SHERMAN, AND CITY OF KOTZEBUE STAFF CHRISTOPHER COOK, AND MICHAEL LAUGHLIN AS AUTHORIZED SIGNER'S ON ALL OF THE CITY'S ACCOUNTS WITH WELLS FARGO BANK.

Council Member Hadley made a motion, seconded by Council Member Norton to approve Resolution 24-73.

Roll Call Vote

Ernest Norton	Yes	Derek Haviland-Lie	Yes

Joshua Hadley Yes Kathleen Sherman Yes

Cory Jackson Yes Johnson Greene Yes

Ruth Moto ABSENT

#### **Motion Passed.**

f) RESOLUTION 24-74, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING A CONSULTING AGREEMENT WITH TESSA BALDWIN.

Mayor Haviland-Lie made a motion, seconded by Council Member Norton to approve Resolution 24-74.

#### Roll Call Vote

Ernest Norton	Yes	Derek Haviland-Lie Yes
Joshua Hadley	Yes	Kathleen Sherman Yes
Cory Jackson	Yes	Johnson Greene Yes

Ruth Moto ABSENT

#### Motion Passed.

g) RESOLUTION 24-75, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEEE TO EXECUTE AN AGREEMENT FOR THE AHFC FRONTIER HOUSING DEVELOPMENT PROJECT IN KOTZEBUE.

Resolution 24-75 was tabled per City Council.

h) RESOLUTION 24-76, APPLICATION FOR GRANT FROM THE INFLATION REDUCTION ACT COMMUNITY CHANGE GRANTS PROGRAM

Council Member Norton made a motion, seconded by Council Member Hadley to approve Resolution 24-76.

#### Roll Call Vote

Ernest Norton	Yes	Derek Haviland-Lie Yes
Joshua Hadley	Yes	Kathleen Sherman Yes
Cory Jackson	Yes	Johnson Greene Yes

Ruth Moto ABSENT

#### Motion Passed.

#### **XI. Council Members Comments**

		Section VI,
	Seat F: Cory Jackson	
	Seat G: Johnson Greene	
	Seat B: Derek Haviland-lie	
	Seat D: Kathleen Sherman	
	Seat C: Joshua Hadley	
	Seat E: Ruth Moto	
	Seat A: Ernest Norton	
	Youth Representative: Bristol Huffman	
	All comments can be found on recording at the City Hall.	
XII.	Executive Session	
	Council Member Hadley made a motion, seconded by Council Memb Executive Session to discuss matters which by law, or municipal ordin to be confidential.	
	Entered Executive Session at 7:19 PM.	
	Reentered Open Session at 7:52 PM.	
	Direction was given, no votes were taken during this time.	
XIII.	Adjournment	
	Council Member Hadley made a motion, seconded by Council Membat 7:53 PM.	er Norton to adjourn
	Meeting adjourned at 7:53 PM.	
Acce	epted By:	
Dere	ek Haviland-Lie Mayor	Date

Respectfully Submitted By:

Paeton Schaeffer

City Clerk

[SEAL]

#### **City of Kotzebue Budget Retreat Agenda**

Dates: January 6-7th, 2025

Location: City of Kotzebue Youth Center

#### Day 1: Financial State of the City

**Focus:** Overview of current finances, grants, projects, and the 2024 budget.

#### 9:00 AM - 9:15 AM: Welcome and Purpose

- Facilitator: Tessa Baldwin, City Manager
  - Opening remarks
  - Review of agenda and objectives for Day 1

#### 9:15 AM - 10:15 AM: Financial Overview

- **Presenter:** Mike Laughlin, Finance Director
  - State of the 2024 budget: successes and challenges
  - o Analysis of revenues and expenditures
  - Long-term financial outlook and reserve status

#### 10:15 AM - 10:30 AM: Break

#### 10:30 AM - 11:15 AM: Grant and Project Overview

- Facilitator: Tessa Baldwin
  - Summary of ongoing and upcoming grants
  - Update on major projects:
    - Cape Blossom Port planning and design
    - State employee and low-income housing
    - Infrastructure improvements
  - Discussion: maximizing grant opportunities in 2025

#### 11:15 AM – 12:15 PM: Impact of Financial Challenges

- Facilitator: Tessa Baldwin/ Mike Laughlin
  - o Tax Form 941 resolution update
  - Discussion of financial challenges and redundancy planning (e.g., internet, emergency systems)

Stakeholder input: Addressing funding gaps

#### 12:15 PM - 1:15 PM: Lunch Break

#### 1:15 PM - 2:30 PM: Capital Projects Assessment

- **Presenter:** Public Works Department
  - Current status of capital projects: Cape Blossom Road, housing, and port infrastructure
  - Evaluation of project progress and obstacles
  - o Realigning priorities based on financial constraints

#### 2:30 PM - 3:15 PM: Economic Study for Cape Blossom Port Project

• Presenter: DOWL Engineering

#### 3:15 PM - 4:00 PM: Wrap-Up and Preview of Day 2

- Recap of financial findings
- Preview of departmental budget requests and strategic planning for FY2025

#### Day 2: Budget Development and Strategic Planning

Focus: Departmental budgets, capital project prioritization, and legislative agenda for 2025.

#### 9:00 AM - 9:15 AM: Welcome and Purpose

- Facilitator: Tessa Baldwin, City Manager
  - Recap of Day 1 and objectives for Day 2

#### 9:15 AM - 10:45 AM: Departmental Budget Requests and Budget Cut Discussion

Presentations by department heads on FY2025 funding needs

#### 10:45 AM - 12:00 PM: Utility Rate Study Overview and Where We are

- Facilitator: DOWL Engineering
  - o Discussion: Balancing essential services with fiscal responsibility
  - Staff and council input on cost-saving measures

#### 12:00 PM - 1:00 PM: Lunch Break

#### 1:00 PM - 2:15 PM: Capital Project Reorganization

- Facilitator: Public Works Department
  - Reassessing capital project timelines and budgets

o Aligning priorities with available funding

#### 2:15 PM - 3:15 PM: Legislative Agenda for 2025

- Facilitator: Tessa Baldwin, Eldon, Ben and Drue
  - Identifying state and federal lobbying priorities
  - Discussion: Advocacy strategies

#### 3:15 PM - 3:30 PM: Break

#### 3:30 PM - 4:00 PM: Closing and Next Steps

- Summary of key decisions and action items
- Assigning responsibilities for follow-up
- Establishing timelines for budget finalization and legislative planning

#### **Preparation for Participants:**

- 1. Department heads: Submit budget requests and capital project updates one week before the retreat.
- 2. Finance team: Prepare reports on revenues, expenditures, and project budgets.
- 3. Review Day 1 findings to inform discussions on Day 2.

Materials to Bring: Budget packets, laptops/notebooks, department reports.

#### October 8, 2024

To: Mayor Haviland-Lie & City Council Members
Planning Commission Chair Norton & Commissioners

I am writing on behalf of the City of Kotzebue Parks & Recreation Advisory Committee (PRAC) to emphasize the urgent need for a strategic investment in revitalizing our existing City Recreation Center ("Family Entertainment Center") instead of diverting funds and resources into developing the Grain/Cain Capital Building for Parks & Recreation use.

At both our April 2024 and September 2024 PRAC meetings, the committee discussed the potential use of the Grain/Cain Building. While the building offers some space (~2,000 ft²), it is currently an empty shell with no interior structure. After allocating space for fitness equipment and essential bath/changing rooms, there would be minimal room left for much-needed community programs such as exercise classes. Additionally, this facility lacks the size to accommodate racquetball, pickleball, or basketball courts—essential features for a comprehensive recreation space.

In contrast, the City Recreation Center (FEC) already possesses critical infrastructure, including a half court, racquetball courts, weight rooms, exercise classrooms, shower rooms, changing areas, and saunas. While we acknowledge that the Recreation Center requires significant repairs, the cost—estimated at over \$2 million—is far more reasonable than the \$15-20 million needed for a new facility. This figure does not even include the costs associated with demolition and site cleanup of the existing structure.

Moreover, the FEC's steel frame and concrete foundation are estimated to be worth at least \$2 million, offering a strong and valuable base for future renovations. Demolishing this solid structure would not only be an inefficient use of resources but would also exacerbate our already strained landfill capacity, imposing an additional environmental cost on the community.

Given our community's recent hardships—losing access to the Recreation Center, the isolation of COVID-19, and the growing financial burdens on residents—now more than ever, we need accessible, year-round recreational facilities. Investing in the Recreation Center would directly support our mission to improve residents' physical health, emotional well-being, and social connections.

In May 2024, we shared these concerns with the Mayor and City Manager (email attached), and we reiterate our recommendation today: the City of Kotzebue should prioritize revitalizing the Recreation Center to serve as a true hub for the community rather than pursuing the Grain/Cain Building, which would not meet the community's needs even with significant investment.

We respectfully urge the City Council and Planning Commission to consider the long-term benefits of reinvesting in the Recreation Center—both from a financial and community health perspective—and reject any further plans to develop the Grain/Cain Building for Parks & Recreation use.

Thank you for your consideration of this crucial matter. We look forward to your support.

Sincerely,

Matthew I. Bergan, P.E.

Chair, City Parks and Recreation Advisory Committee

#### **Paeton Schaeffer**

From:

Samuel Camp

Sent:

Monday, December 2, 2024 1:17 PM

To:

Paeton Schaeffer

Cc: Subject: Tessa Baldwin; Cynthia Slater FW: Interest in Planning Board

Paeton,

Is this letter of interest in this weeks RCCM packet? If not, can it be added?

Best wishes, Sam Camp Planning Director City of Kotzebue 602B Third Avenue

PO Box 46, Kotzebue, AK 99752

Work: 907-442-5203 Cell: 907-412-2007 Fax: 907-442-2155



From: Customer Service < Customer Service@Kotzebue.org>

Sent: Friday, November 22, 2024 1:53 PM

To: Paeton Schaeffer < PSchaeffer @Kotzebue.org>; Samuel Camp < SCamp @Kotzebue.org>

Cc: Tessa Baldwin <TBaldwin@Kotzebue.org>
Subject: FW: Interest in Planning Board

From: Cynthia Slater < CSlater@Kotzebue.org> Sent: Friday, November 22, 2024 1:16 PM

To: Customer Service < Customer Service@Kotzebue.org>

Subject: Interest in Planning Board

Section VIII, Item e)

I am writing to express my interest in serving on the City's Planning Board. I am eager to cont community and believe my skills and enthusiasm will be a great fit for this role.

Thank you for your time and consideration,

Cynthia Slater

#### **Paeton Schaeffer**

From:

Jamie Lambert

Sent:

Monday, December 2, 2024 2:09 PM

To:

Paeton Schaeffer

Subject:

FW: Interest in Beverage Board

From: Customer Service < Customer Service @Kotzebue.org >

Sent: Friday, November 22, 2024 1:54 PM

To: Paeton Schaeffer <PSchaeffer@Kotzebue.org>; Jamie Lambert <JLambert@Kotzebue.org>

Cc: Tessa Baldwin <TBaldwin@Kotzebue.org>
Subject: FW: Interest in Beverage Board

From: Cynthia Slater < CSlater@Kotzebue.org> Sent: Friday, November 22, 2024 1:17 PM

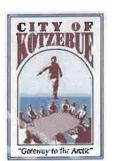
To: Customer Service < Customer Service @ Kotzebue.org >

Subject: Interest in Beverage Board

I am writing to express my interest in serving on the City's Beverage Board. I am eager to contribute to the community and believe my skills and enthusiasm will be a great fit for this role.

Thank you for your time and consideration,

Cynthia Slater



**P.O. Box 46 Kotzeb**ue, AK 99752

City Hall (907) 442-3401

Police Dept. (907) 442-3351

Public Works (907) 442-3401

Internal Use Only	Section VII	II, Item f)
Date Received By:		

#### **Donation Request Cover Sheet**

Thank you for submitting a donation request to the City of Kotzebue City Council Meeting. Please note that the city council meetings are on the third Thursday of each month unless otherwise stated. Donation letters received between council meetings will be reviewed and submitted at the following council meeting. It is encouraged that residents submit donations letters early in advance to meet their deadlines. In addition, it is encouraged that a representative be present at the city council meeting that will review their request.

Organization Name: Kotzeloue Electric Association, Inc

Address: P.O. Box 44 Kotzelove, AK 99752

Name of Project Lead: Thomas Atkinson

Email: +\_ Atkinson@ Kea. Coop

Phone Number: 907-442-3491

Project Title or Event: New Years Eve Kotubue Family Fireworks Show

Requested Dollar Amount: \$500.00

**Brief Description of Project or Event:** 

New Year's Fiveworks Display

#### **Document Checklist:**

- Cover Letter
- Annual or Project Budget
- o Donations or other funding amounts applied for or received
- Other Supporting Documents



### **New Years Eve Kotzebue Family Fireworks Show!**

It has been a long-held tradition to have a community fireworks show in Kotzebue on New Years Eve. It's something we all look forward to as we light up the skies during the darkest time of the year. This is an event the whole family can enjoy.

This event has happened, and will continue to happen, only by the volunteer efforts of the community.

The cost of the fireworks this year is \$7,500. We are asking businesses to contribute \$500 or more to help fund this event.

Really any amount is greatly appreciated and will help us put on a quality fireworks display that the community has become accustomed to. Like the 4<sup>th</sup> of July celebration, the New Year's Eve fireworks display has become one of the town's signature events.

Please help us get 2025 off to a great start! We wish you all a Merry Christmas and a healthy and prosperous New Year!

-Tom

Tom Atkinson

GM/CEO Kotzebue Electric Association

907-442-1303 / t\_atkinson@kea.coop

Department of the Treasury

**Request for Taxpayer Identification Number and Certification**  Section VIII, Item f)

Give form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information. Internal Revenue Service Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the entity's name on line 2.)	owner	's nan	ne on lir	ne 1, a	ınd enter	the b	ousir	ness/c	disregarded
	2 Business name/disregarded entity name, if different from above.									
က်	Kotzebue Electric Association Inc.									
Print or type. Specific Instructions on page 3		state	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting							
Pri	Other (see instructions)				coc	de (if any	ACI (	FAI	CA) re	eporting
See <b>Specifi</b>		c class interes	ification t, che	on, ck		Applies to	acc	ount Unite	ts mai ed Sta	intained ates.)
Š	5 Address (number, street, and apt. or suite no.). See instructions. P.O box 44	Requ	ester's	s name	and a	ddress (	option	nal)		
	6 City, state, and ZIP code									
	Kotzebue Alaska 997552									
	7 List account number(s) here (optional)	7.00			-					
reside entities TIN, la	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoing withholding. For individuals, this is generally your social security number (SSN). However, for a lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> ter.	ra a	or		]-	number	_			
Note: Numbe	If the account is in more than one name, see the instructions for line 1. See also What Name a er To Give the Requester for guidelines on whose number to enter.	and		10	luent	ification	num	ber	Т	
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1 The	penalties of perjury, I certify that:									
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3. I am	a U.S. citizen or other U.S. person (defined below); and									
4. The I	FATCA code(s) entered on this form (if any) indicating that I am exempt from EATCA reporting	in an								
because acquisit	e you have failed to report all interest and dividends on your tax return. For real estate transaction ion or abandonment of secured property, cancellation of debt, contributions to an individual retire an interest and dividends, you are not required to sign the certification, but you must provide your	u are o s, iten	currer 1 2 dc	es not	apply	/. For m	ortga	age i	intere	est paid
Here	Signature of U.S. person Date		4.	-2		21	1		- 11,	
	eral Instructions  New line 3b has bees required to complete the foreign partners, owner.	his lin	e to ir	ndicate	that	it has c	lirect	gh ε	entity indire	is ect

#### G

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Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



#### CITY OF KOTZEBUE, ALASKA

#### **ORDINANCE NO. 24-07**

ENTITLED: "A CODE ORDINANCE AMENDING KOTZEBUE MUNICIPAL CODE ("KMC"), CHAPTER 3.20, SALES TAX, SECTIONS 3.20.210, 3.20.270, 3.20.280, 3.20.350 AND 3.20.450 TO PROVIDE FOR QUARTERLY REPORTING AND REMITTANCE OF CITY SALES TAXES COLLECTED DURING THE QUARTER, EFFECTIVE JANUARY 1, 2025 WITH THE FIRST QUARTERLY REPORTING PERIOD BEING JANUARY 1, 2025 THROUGH MARCH 31, 2025."

#### BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF KOTZEBUE, ALASKA:

- Section 1. This is a Code Ordinance pursuant to KMC 1.12.010 and KMC 1.12.040.
- The City of Kotzebue ("City") has had a City-wide sales tax for several decades with a major rewrite of the Sales Tax Code in 2004. See, Ordinance 04-10, passed and approved April 22, 2004, effective July 1, 2004.
- Section 3. The City will be using AML Shared Services Sales Tax Collection Service ("STCS") to collect, remit, enforce and administer the City's 6% sales tax on all local sales transactions and has been using for several years the AML Alaska Remote Sellers Sales Tax Commission ("ARSSTC") to collect, remit, enforce and administer the City's 6% sales tax on all remote sales transactions.

#### Section 4.

The City wishes to change the reporting and remittance of sales taxes collected from a monthly regimen to a quarterly scheme and to effectuate and codify this change the following changes need to be made to the KMC using the legislative format with deletions in brackets and strikethrough text [deleted] and added/new text in bold and underlined -

added/new text - which shall read as follows:

#### 3.20.210 Public statement of tax required-Exception for coin-operated machines.

A seller shall not advertise or hold out or state to the public or to any buyer, directly or indirectly, that the tax payment or any part thereof imposed by this chapter will be assumed or absorbed by the seller or that it will not be added to the sales price or that it will be refunded or absorbed in whole or in part. The seller shall, whenever feasible, separately state the tax to the buyer on each taxable transaction. When not feasible to state separately, the seller shall prominently display a sign indicting the imposition of the tax. The revenue from coin-operated machines shall be treated in gross on a <a href="mailto:Immonthlyl quarterly">Immonthlyl quarterly</a> basis, without reference to the amount paid or played on a particular transaction.

(Ord. 04-10 § 2 (part), 2004).

# 3.20.270 Seller to collect and remit [montt:ily] quarterly.

Every seller making sales taxable under this chapter shall collect the taxes imposed by this chapter from the buyer at the time of sale, or with respect to credit transactions at the time of collection of sales price, and shall transmit the same [monthly] quarterly to the City. Upon collection by the seller of the taxes imposed in this chapter, title to the collected taxes shall vest in the City. All taxes collected are City monies. The seller holds the

monies in trust for the City and is at all times accountable to the City for such monies.

(Ord. 04-10 § 2 (part), 2004).

# 3.20.280 Tax returns-Contents-Penalty for delinquency.

- Α. A seller shall prepare a sales tax return for each calendar [month] quarter. The sales tax return shall state the total amount of the seller's sales, rentals and services; the amounts of the seller's exempt and taxable sales, rentals and services; and the amount of sales tax that is due from the seller. The seller shall submit on or with the return such additional information as the City may require to determine the amount of sales tax due for the [month] quarter. The seller shall prepare the return and remit sales tax to the City on the same basis, cash or accrual that the seller uses in preparing its federal income tax return. The seller shall sign the return and transmit the return, with the amount of sales tax that it shows to be due, to the City.
- B. A seller that filed or should have filed a sales tax return for the prior <a href="month">[month]</a> quarter shall file a return for the current <a href="month">[month]</a> quarter even though no tax may be due. The return shall show why no tax is due.
- C. A sales tax return, and the related remittance of sales tax, is due and must be received by the City not later than five o'clock p.m. on the last business day of the month immediately following the [month] **quarter** for which the return was prepared. The failure of the U.S. Postal Service or any private delivery service to make timely delivery of a sales tax return or the related remittance of sales tax shall not excuse an untimely filing or remittance.
- D. Sales tax that is not received on or before the time when due is delinquent. Delinquent sales taxes bear interest at the maximum rate per annum

allowed by law, until paid. In addition, delinquent sales taxes shall be subject to a late payment penalty equal to ten percent of the amount of the delinquent sales tax, multiplied by the number of calendar months (or portions thereof) that elapse until the delinquent sales taxes, interest and penalties are paid in full; provided that the amount of penalties shall not exceed twenty-five percent of the amount of the delinquent sales taxes. The penalty does not bear interest. All payments of sales taxes received from a seller owing delinquent sales tax shall be applied as set forth in Section 3.20.200E.

- E. A seller who timely files a correctly completed sales tax return, and the related remittance of sales tax before the fifteenth day of the month succeeding the end of the [month] **quarter** of collection, may retain five percent of the amount of the sales tax to be remitted, up to a maximum retainage of one hundred dollars per [month] **quarter**.
- F. The finance director may require a seller that fails to submit a sales tax return or remit taxes when due, to submit tax returns and remit taxes more frequently than [monthly] quarterly.

(Ord. 04-10 § 2 (part), 2004).

#### 3.20.350 Refund of excess payment.

- A. A seller who, through a clerical or similar error, pays a tax under this chapter that exceeds the amount actually due may receive a refund of the excess payment upon meeting the conditions set out in this section.
- B. A seller who has made an excess tax payment as set out in subsection A. of this section, shall be given a refund of the excess if the City receives written notice from the seller of the amount claimed as an excess payment accompanied by satisfactory proof of the excess payment in the form required by

the finance director. The claim and proof must be received not later than the last day of the third month following the <a href="mailto:limonth/quarter">[month/quarter</a> for which the excess payment was made, without regard to the <a href="mailto:limonth">[month] quarter</a> during which the payment to the City was actually made.

- C. Upon approval of a refund to a seller, the City may pay the refund to the seller or authorize the seller to take the refund as a credit against future <a href="monthly">[monthly] quarterly</a> tax payments; provided, the amount taken as a credit in any one <a href="month/quarter">[month/quarter</a> may not exceed twenty-percent (20%) of the amount otherwise due for the <a href="month/quarter">[month/quarter</a>. No interest may be paid on the excess payment.
- D. In the event the protest is denied, the seller may, within twenty days of the date of mailing of the notice of denial, file an appeal to the city manager. An appeal to the city manager shall be filed with the finance director who shall immediately forward the appeal to the city manager.
- E. A claim for a refund of an excess payment is forever barred if notice and proof of the excess payment are not given within the time required, as set out in subsection B. of this section.

(Ord. 04-10 § 2 (part), 2004).

#### 3.20.450 Other penalties.

A. A seller who fails to file a return as required under this chapter or who fails to remit all the taxes due to the City by that seller shall pay a penalty of ten percent of the taxes due if no return is filed and ten percent of the delinquent amount if a complete return is filed. The penalty shall be imposed for each <a href="mailto:lmonthl">lmonthl</a> <a href="mailto:lmonthl">quarter</a> or part of a <a href="mailto:lmonthl">[monthl</a> <a href="mailto:lmonthl">quarter</a> during which the delinquency or failure to file exists, up to a maximum of twenty-five percent of the initial delinquency; provided, the total penalty for a single <a href="mailto:lmonthl">[monthl</a> <a href="mailto:lmonthl">quarter</a> shall not exceed <a href="mailto:lmonthl">[one thousand five</a>

hundred-dollars] four thousand five hundred dollars. The filing of an incomplete return shall be treated as the filing of no return.

- В. A person required to collect a tax under this chapter, who fails to provide a written receipt or invoice setting out the amount of the tax due on the transaction when the amount of the tax is required to be shown on the receipt or invoice, shall pay a penalty to the City equal to twice the amount of the tax due on the sale.
- C. A person required to collect a tax under this chapter, who fails or refuses to produce records demanded or allow inspection at such reasonable time as requested or demanded by the finance director shall pay to the City, in addition to any other monies owed under this chapter, a penalty equal to three times any deficiency found or estimated by the finance director to have occurred; provided, the minimum penalty in this regard is five hundred dollars.
- D. A person required to maintain records under the provisions of this chapter shall immediately notify the City of any fire, theft or other casualty that might prevent the person from complying with the provisions of this chapter. Such casualty may be a defense to a civil penalty levied under this section, but does not excuse the person from the liability for payment to the City of taxes required to be collected. The unexplained or accidental loss of records, except by fire, theft or casualty, does not excuse a person from the performance of any of the requirements under this chapter. However, careless loss of records does not excuse the person from the liability for payment to the City of taxes required to be collected and careless loss of records is not a defense to the civil penalties levied under this chapter.

(Ord. 04-10 § 2 (part), 2004).

Section 5.

This quarterly process rather than a monthly process will be more effective and make it easier on those individuals and entities to report and remit properly and in a timely matter.

Section 6.

These revisions shall become effective January 1, 2025 and apply to the first quarter reporting period in 2025 - January 1, 2025 to March 31, 2025.

**ENACTED** this 5<sup>th</sup> day of December, 2024.

## **CITY OF KOTZEBUE** Derek Haviland-Lie, Mayor [SEAL] ATTEST: Paeton Schaeffer, City Clerk

ATTESTATION: I, Paeton Schaeffer, City Clerk of Kotzebue, hereby attest that the above Code Ordinance, No. 23-07 was duly presented to the Kotzebue City Council, duly published and that a valid public hearing was held and that it was duly enacted on December 5th, 2024.

Introduction: September 23, 2024

Published/Posted: September 13, 2024

Republished/Reposted: November 27, 2024

Public Hearing: December 5, 2024

Passage: December 5, 2024



#### CITY OF KOTZEBUE, ALASKA ORDINANCE NO. 24-08 \*RENUMBERED\*

ENTITLED: "A NON-CODE ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF KOTZEBUE, ALASKA FOR THE CALENDAR YEAR ("CY") JANUARY 1, 2025 TO ENDING DECEMBER 31, 2025."

#### BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF KOTZEBUE, ALASKA:

- **Section 1.** This is a Non-Code Ordinance pursuant to the Kotzebue Municipal Code ("KMC") sections 1.12.020(4), 3.04.060 and 3.04.070.
- Section 2. This CY2025 Budget must be adopted by the City Council in due course on or before December 15, 2025.
- **Section 3.** The City Council was unable to hold its usual two-day Budget Retreat in Kotzebue in October due to exigent circumstances.
- Section 4. This CY2025 Budget is a place-holder budget based upon and mimicking the City's CY2024 Budget and shall remain in force and effect until the City Council has been able to hold a Budget Retreat, presently scheduled for January 2025, after which appropriate and necessary amendments will be duly made to this place-holder Budget for CY2025.
- Section 5. Pursuant to the Kotzebue Municipal Code, Section 1.12.030(B), this Ordinance shall become effective January 1, 2025 and serve as the City's Budget for CY2025 until duly amended as set forth in Section 4 above following the appropriate provisions of the Kotzebue Municipal Code.

Ordinance No. 24-08 \*RENUMBERED\* CY2025 Budget Page 2 of 2

**ENACTED** this 5<sup>th</sup> day of December, 2024.

# Derek Haviland-Lie, Mayor ATTEST:

Paeton Schaeffer, City Clerk

ATTESTATION: I, Paeton Schaeffer, City Clerk for the City of Kotzebue, hereby attest that the above Ordinance, No. 24-08 \*RENUMBERED\*, was duly presented to the Kotzebue City Council, duly published and that a valid public hearing was held and that it was duly enacted on December 5, 2024.

[SEAL]

Initially Published/Posted: November 15, 2024 [originally incorrectly numbered as 24-07] Introduction: November 21, 2024 [originally incorrectly numbered as 24-07]

Republished/Reposted: November 27, 2024 [renumbered as 24-08]
First Public Hearing: December 5, 2024 [renumbered as 24-08]
Passage: December 5, 2024 [renumbered as 24-08]

Attachment: Exhibit "A" -- CY2025 Budget [30 pages]

CY23 Budget	Revenues	Expenditures	Surplus (Deficit)
General Fund	9,780,642	11,026,053	(1,245,411)
E-911 Surcharge	-	-	-
Seizure Fund	-	-	-
MUS Enterprise Fund	2,780,285	4,320,002	(1,539,717)
Refuse Enterprise Fund	1,080,246	1,221,801	(141,555)
Package Store & Dist. Fund	3,121,097	3,681,709	(560,612)
Total Budget less Depreciation			(3,487,295)
Reserves			3,487,295
Total Budget less Depreciation			\$ -

CY22 Budget	Revenues	Expenditures	Surplus (Deficit)
General Fund	9,517,809	9,554,532	(36,723)
E-911 Surcharge	-	530,237	(530,237)
Seizure Fund	-	-	-
MUS Enterprise Fund	2,780,460	2,780,460	-
Refuse Enterprise Fund	1,124,261	1,124,261	-
Package Store & Dist. Fund	2,779,250	2,779,250	-
Total Budget less Depreciation			(566,960)
Reserves			566,960
<b>Total Budget less Depreciation</b>			\$ -

CY21 #2 Amended Budget	Revenues	Expenditures	Surplus (Deficit)
General Fund	9,685,945	10,504,541	(818,596)
E-911 Surcharge	518,091	530,237	(12,146)
Seizure Fund	-	-	-
MUS Enterprise Fund	2,780,460	2,780,460	-
Refuse Enterprise Fund	1,124,261	1,124,261	-
Package Store & Dist. Fund	2,779,250	2,779,250	-
Total Budget less Depreciation			(830,742)
Reserves			830,742
Total Budget less Depreciation			\$ -

CY24 Budget	Revenues	Expenditures	Surplus (Deficit)
General Fund	9,780,642	10,773,127	(992,485)
E-911 Surcharge	-	-	-
Washateria Denali Comm. & Capt. Proj.	1,250,000	1,398,500	(148,500)
MUS Enterprise Fund	2,780,285	4,118,602	(1,338,317)
Refuse Enterprise Fund	1,080,246	1,081,551	(1,305)
Package Store & Dist. Fund	3,116,097	3,620,909	(504,812)
Total Budget less Depreciation			(2,985,419)
Reserves			2,985,419
Total Budget less Depreciation			\$ -

CY22 Actuals	Revenues	Expenditures	Surplus (Deficit)
General Fund	20,893,336	21,471,184	(577,848)
E-911 Surcharge	-	-	-
Seizure Fund	0	0	-
MUS Enterprise Fund	2,525,421	2,160,059	365,362
Refuse Enterprise Fund	1,033,484	919,178	114,306
Package Store & Dist. Fund	3,268,598	2,526,326	742,272
Total 2022 Actual Budget			\$ 644,092

CY 21 Actuals	Revenues	Expenditures	Surplus (Deficit)
General Fund	25,309,836	25,309,836	-
E-911 Surcharge	485,985	485,985	0
Seizure Fund	-	-	-
MUS Enterprise Fund	2,515,380	6,542,109	(4,026,728)
Refuse Enterprise Fund	936,602	1,068,211	(131,609)
Package Store & Dist. Fund	3,108,354	2,851,152	257,202
Total 2021 Actuals			\$ (830,742)

Section IX, Item b)

#### **General Fund**

100 - General Fund

	Actual	Actual Figures Budgetary Figures					
General Fund Summary (100 XX)	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
REVENUES:	25 200 025 05	20,002,224,00	0.515.000.00	0.700 (42.00		0.500.640.00	
Income	25,309,835.87	20,893,336.00	9,517,809.00	9,780,642.00	-	9,780,642.00	
Total Revenues	25,309,835.87	20,893,336.00	9,517,809.00	9,780,642.00	-	9,780,642.00	
Operating Expenditures:							
Administration	1,468,079.72	1,804,185.77	1,748,320.00	1,985,266.00	(9,500.00)	1,975,766.00	
City Clerk	198,796.81	157,461.44	228,872.00	172,075.00	33,100.00	205,175.00	
Planning	307,356.64	478,848.40	401,059.00	569,498.00	(117,200.00)	452,298.00	
Police	1,532,608.08	1,625,238.82	1,826,516.00	1,863,275.00	78,185.00	1,941,460.00	
Jail	1,112,675.45	1,182,949.75	1,295,598.00	1,516,007.00	53,500.00	1,569,507.00	
Fire	1,433,960.40	1,408,342.21	1,493,891.00	1,726,107.00	5,495.00	1,731,602.00	
Public Works	18,723,682.49	14,301,038.86	1,998,175.00	2,358,578.00	(240,650.00)	2,117,928.00	
Small Boat Harbor	64,951.51	70,880.70	78,901.00	175,356.00	(856.00)	174,500.00	
Parks & Recreation	328,778.42	267,386.52	358,200.00	564,891.00	(55,000.00)	509,891.00	
Other Agency Cont.	76,602.87	84,488.96	110,000.00	85,000.00	-	85,000.00	
Non-Departmental	62,343.48	90,362.66	15,000.00	10,000.00	-	10,000.00	
SUBTOTAL OPERATING EXPENDITURES	25,309,835.87	21,471,184.09	9,554,532.00	11,026,053.00	(252,926.00)	10,773,127.00	
Excess of Revenues over Operating Expenditures	-	(577,848.09)	(36,723.00)	(1,245,411.00)	252,926.00	(992,485.00)	

Comments

	Actua	l Figures	Budgetary Figures			
General Fund Revenues (100-00)	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget
Taxes:						
43100 Sales Tax	3,533,912,89	4,077,348.68	3,500,000.00	3,587,500.00		3,587,500.00
43105 Sales Tax - Bingo/Pull Tabs	196,341.85	289,848.77	260,000.00	270,000.00		270,000.00
43110 Sales Tax - MUS	87,096.13	90,727.04	96,000.00	96,000.00		96,000.00
43111 Bed Tax	102,786.34	114,382.91	100,000.00	102,000.00		102,000.00
43114 Marijauna Sales- SOA Share	600.00	-	-	-		-
43115 Alcohol Use Tax	484.41	542.73	500.00	500.00		500.00
43116 Liquor Store Tax	179,347.92	185,557.40	180,000.00	180,000.00		180,000.00
43117 Tobacco Excise Tax	356,257.41	326,500.10	360,000.00	360,000.00		360,000.00
43118 Small Boat Harbor Moorage Fee		100.00	-	-		
43120 Penalties/Interest - Sales Tax	6,333.32	21,761.44	15,000.00	17,500.00		17,500.00
Total	4,463,160.27	5,106,769.07	4,511,500.00	4,613,500.00	-	4,613,500.00
Intergovernmental:	00.400.40		00.400.00	100 100 00		400 400 00
43200 State Revenue Sharing	88,180.25	146,115.19	88,180.00	100,180.00		100,180.00
43207 AK PERS Relief	311,995.43	233,877.89	357,342.00	357,342.00		357,342.00
43208 Cares Act Funding	391,779.61	392,833.50	-	-		-
43224 Grant - Federal DOT	15,446,014.27	12,331,798.61	-	-		-
43232 JAG Grant	51,430.00		-	-		
43315 DOC Jail Contract	982,050.00	1,128,943.73	982,050.00	1,182,050.00	-	1,182,050.00
43320 Emerg. Mgmt. Assistance 43510 Fish Business Shared Tax	8.924.42	-	-	-	-	-
43510 Fish Business Shared Tax 43523 Electric & Telephone Co-op	85,621.24	106,585,44	85.621.00	85,621.00		85.621.00
Total	17,365,995.22	14,340,154,36	1,513,193.00	1,725,193.00	_	1,725,193.00
Charges for Services:	17,303,993.22	14,040,104.00	1,313,193.00	1,723,193.00	-	1,723,193.00
43335 Xerox Copies	18.75	69.25	75.00	75.00		75.00
43345 Maps	120.00	145.00	180.00	180.00		180.00
43400 Alarm Monitoring	-	800.00	-	200.00		200.00
43522 Gen Fund Admin Overhead	530,000.00	550,000.00	550,000.00	550,000.00		550,000.00
43535 Ambulance 3rd Party	275,208.91	246,006.00	285,000.00	275,000.00		275,000.00
43536 Ambulance: Maniilaq	530,000.00	430,000.00	580,000.00	580,000.00		580,000.00
43540 Fire Extinguisher		100.00	-	-		4 ==0 0 4 4 00
43800 Operating Transfers In	1,689,291.71	-	1,881,161.00	1,778,344.00		1,778,344.00
Total	3,024,639.37	1,227,120.25	3,296,416.00	3,183,799.00	-	3,183,799.00

Actual Figures				Comments			
General Fund Revenues (100-00) cont.	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
Parks & Recreation:							
43606 Memberships	135.00	870.00	-	-		_	
43610 Food	1,382.50	1,441.00	3,500.00	3,500.00		3,500.00	
43615 Building Rental	1,800.00	1,620.00	5,000.00	5,000.00		5,000.00	
43616 Special Events/Misc.	2,874.82	3,731.50	5,000.00	10,200.00		10,200.00	Armory Rec Center Admission
Total	6,192.32	7,662.50	13,500.00	18,700.00	_	18,700.00	
Miscellaneous:	0,2,2,0	1,00=.00	20,000.00	20,7.00,00		20,100,00	
43125 Municipal Court Fines	1,360.00	5,982.99	1,000.00	2,000.00		2,000.00	
43126 Court Fees for Summons	325.00	780.00	1,000.00	750.00		750.00	
43130 Interest (Investment Income)	(593.11)	(11,477.20)	15,000.00	15,000.00		15,000.00	
43305 Equipment Rental		-	1,000.00	1,000.00		1,000.00	
43330 Rentals/Leases	16,144.94	26,789.47	19,000.00	25,000.00		25,000.00	
43331 Land Lease	-	-	500.00	500.00		500.00	
43415 Animal Control Fees	2,400.00	1,435.00	3,750.00	3,750.00		3,750.00	
43425 Building Permits	4,154.00	3,135.00	2,500.00	2,500.00		2,500.00	
43426 Community Activities	5,000.00	3,950.00	3,000.00	3,000.00		3,000.00	
43427 Notary Services	125.00	80.00	400.00	400.00		400.00	
43435 Miscellaneous Permits	18,125.00	16,465.00	12,000.00	12,000.00		12,000.00	
43505 Cash Over/Short	-	(0.18)	50.00	50.00		50.00	
43520 Miscellaneous Income	9,682.73	20,612.98	15,000.00	15,000.00		15,000.00	
43521 Land Sale Proceeds	22,600.00	-	_	-		-	
43524 OTZ Native Village - Roads	-	-	-	50,000.00		50,000.00	IRA BIA Road Maintenance
43525 NSF Check Fee	6,225.00	1,000.00	4,000.00	1,000.00		1,000.00	
43530 Donations	265,666.67	42,692.00	5,000.00	2,500.00		2,500.00	
43534 E-911 Surcharge	98,633.46	100,184.76	100,000.00	105,000.00		105,000.00	
Total	449,848.69	211,629.82	183,200.00	239,450.00	-	239,450.00	
	•	·	·	·		·	
TOTAL GENERAL FUND REVENUES:	25,309,835.87	20,893,336.00	9,517,809.00	9,780,642.00	-	9,780,642.00	

	Administration (100-10)	Actual 1	Figures		Budg	etary Figures		Comments
		2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
PERS	ONNEL:	400 004 05	F10 F20 15	<b>707</b> 00 6 00	E0E (E4 00		E05 (51.00	
	Salaries & Wages	498,081.95	718,520.45	785,886.00	797,674.00		797,674.00	
	Overtime	1,550.08	96.00	1,500.00	1,500.00		1,500.00	
	Employee Benefits	176,874.41	258,533.94	251,484.00	303,117.00		303,117.00	
	Total Personnel	676,506.44	977,150.39	1,038,870.00	1,102,291.00	-	1,102,291.00	
	ERIALS, SUPPLIES AND SERV							
	Electricity	8,524.23	7,274.74	8,500.00	8,500.00		8,500.00	
54215		9,082.43	9,456.41	9,750.00	12,675.00		12,675.00	
54220	Building Maintenance	1,513.65	3,348.88	3,500.00	3,500.00		3,500.00	
54306	Meals & Entertainment	-	1,476.13	1,000.00	500.00		500.00	
54312	Books & Publications	326.40	326.40	700.00	200.00		200.00	
54315	Office Supplies & Equip.	30,325.79	25,924.28	16,000.00	18,000.00		18,000.00	
54325	Office Leased Equip.	6,977.80	29,449.54	26,500.00	26,500.00	3,500.00	30,000.00	Increase to match actuals
54400	Service Charges	25,108.62	20,620.04	22,000.00	24,500.00		24,500.00	
54407	Employee Health/Morale	519.81	429.73	1,000.00	500.00		500.00	
54410	Telephone/Fax	30,432.03	26,147.52	22,000.00	30,000.00		30,000.00	
54411	Internet	2,815.45	-	8,000.00	-	-	-	
54415	Travel/Lodging	5,930.68	21,584.60	10,000.00	15,000.00	10,000.00	25,000.00	Increase to reflect DC Travel and training
54425	Training	399.00	2,886.10	9,000.00	5,000.00	5,000.00	10,000.00	Increase to reflect DC Travel and training
54430	Dues & Memberships	724.28	100.00	1,000.00	-		-	
54434	Ambulance 3rd Party	23,761.12	4,175.88	31,000.00	25,000.00		25,000.00	
54435	Postage	3,336.00	2,500.54	6,000.00	3,000.00		3,000.00	
54436	Professional Services	116,343.78	124,685.33	80,000.00	90,000.00	10,000.00	100,000.00	Increase to match actuals
54437	Audit Consulting	287,398.98	229,507.47	150,000.00	270,000.00		270,000.00	
54438	Legal	81,081.67	180,756.76	150,000.00	157,000.00		157,000.00	
54439		13,638.87	9,649.68	7,500.00	10,000.00		10,000.00	
54440	Advertising	3,906.20	-	2,500.00	1,500.00		1,500.00	
54441	Lobbying	99,385.00	51,819.14	100,000.00	100,000.00	(40,000.00)	60,000.00	Increase to match actuals
54505		3,250.76	2,621.42	2,000.00	2,700.00	(	2,700.00	
54526	Light Vehicle R & M	20.00	393.90	2,000.00	2,000.00		2,000.00	
54600	O	7,500.00	-	-	-		-	
54620	*	29,153.69	71,251.26	36,000.00	73,000.00	2,000.00	75,000.00	Increase to match actuals
54625	Computer & DP Equipment	-	-	3,000.00	3,000.00	,	3,000.00	
	Miscellaneous	117.04	649.63	500.00	900.00		900.00	
	Total MS&S	791,573.28	827,035.38	709,450.00	882,975.00	(9,500.00)	873,475.00	1
	Total Operating Expenditures	1,468,079.72	1,804,185.77	1,748,320.00	1,985,266.00	(9,500.00)	,	1

	City Clerk (100-20)	Actual F	igures		Budgetary Figures Comi						
		2021 Actual 2022 Actual		CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget				
PERSONN	NEL:			_							
Cor	ouncil Honorarium	22,078.93	20,005.03	25,000.00	20,000.00	11,000.00	31,000.00	Increase to 30 Meetings per year			
Sala	laries & Wages	114,117.19	60,776.62	118,440.00	80,000.00	100.00	80,100.00	1.5% Merit Increase			
Ove	vertime	-	-	1,000.00	1,000.00		1,000.00				
	nployee Benefits	42,852.54	16,618.05	45,007.00	30,400.00		30,400.00				
	otal Personnel	179,048.66	97,399.70	189,447.00	131,400.00	11,100.00	142,500.00				
	ALS, SUPPLIES AND SERVICE										
54170 Ele	ection Expense	615.00	1,923.18	600.00	2,000.00		2,000.00				
54312 Boo	ooks & Publications	653.04	325.00	2,000.00	500.00		500.00				
54315 Off	fice Supplies	1,068.44	1,877.99	1,000.00	750.00		750.00				
54325 Off	fice Leased Equip.	2,358.05	1,675.34	3,000.00	3,000.00		3,000.00				
54410 Tel	lephone	1,870.76	2,794.18	1,500.00	2,500.00		2,500.00				
54411 Inte	ternet	483.54	-	2,000.00	-		-				
54415 Tra	avel/Lodging	4,450.35	39,142.07	15,000.00	20,000.00	22,000.00	42,000.00	Increase to reflect DC, AML, JNU Trips			
54425 Tra	aining	1,550.00	7,570.85	2,000.00	2,000.00		2,000.00				
54430 Du	ues & Memberships	4,417.00	1,247.64	4,750.00	4,750.00		4,750.00				
54435 Pos	stage	-	-	75.00	75.00		75.00				
54439 Ins	surance	1,485.09	2,061.40	1,500.00	2,100.00		2,100.00				
	dvertising (RFB & RFP)	283.90	-	1,500.00	1,500.00		1,500.00				
54500 Cor	ouncil Amenities	512.98	1,359.09	3,500.00	500.00		500.00				
54620 Ma	aintenance/Support Agreement	-	85.00	1,000.00	1,000.00		1,000.00				
	omputer & DP Equipment	-	-	-	-		-				
	otal MS&S	19,748.15	60,061.74	39,425.00	40,675.00	22,000.00	62,675.00	]			
Tot	otal Operating Expenditures	198,796.81	157,461.44	228,872.00	172,075.00	33,100.00	205,175.00	<u>]</u>			

Cap Projects/Planning (100-50)		Actual Figures		Budgetary Figures				Comments
PERSO	ONNEL:	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
	Planning Comm. Stipend	2,850.00	1,650.00	5,000.00	5,000.00	1,300.00	6,300.00	7 Seats
	Salaries & Wages	94,141.27	62,042.03	138,188.00	90,000.00	(10,000.00)	80,000.00	Match Job Posting
	Overtime	299.57	47.82	1,000.00	1,000.00	(500.00)	500.00	
	Employee Benefits	40,462.23	28,139.30	52,511.00	34,200.00		34,200.00	
	Total Personnel	137,753.07	91,879.15	196,699.00	130,200.00	(9,200.00)	121,000.00	
	MATERIALS, SUPPLIES, & SERVICES:							
54315	Office Supplies	1,215.72	769.95	1,500.00	1,500.00		1,500.00	
54325	Office Leased Equip.	654.13	508.06	2,000.00	2,000.00		2,000.00	
54410	Telephone	902.38	290.28	1,000.00	500.00		500.00	
54415	Travel/Lodging	-	-	2,000.00	2,000.00		2,000.00	
54425	Training	(285.12)	-	2,500.00	2,500.00		2,500.00	
54436	Professional Services	161,245.18	380,955.18	190,000.00	425,000.00	(108,000.00)	317,000.00	No Grant writer
54439	Insurance	1,980.08	2,748.56	2,000.00	2,000.00		2,000.00	
54500	Commission Amenities	24.99	-	250.00	250.00		250.00	
54505	Unleaded Gas/Diesel	2,167.18	1,697.22	1,250.00	1,688.00		1,688.00	
54526	Light Vehicle R & M	1,699.03	-	1,500.00	1,500.00		1,500.00	
54620	Maintenance/Support Agreement	-		360.00	360.00		360.00	]
	Total MS&S	169,603.57	386,969.25	204,360.00	439,298.00	(108,000.00)	331,298.00	
	Total Operating Expenditures	307,356.64	478,848.40	401,059.00	569,498.00	(117,200.00)	452,298.00	

		Actu	al Figures		Budg	getary Figures		Comments
	Police (100-70)	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
PERSO	ONNEL:	2021 Actual	2022 Actual	C122 Budget	C1 23 Budget	C124 +/-	C1 24 Budget	
	Salaries & Wages	805,359.72	904,582.21	1,048,226.00	1,060,949.00	66,560.00	1,127,509.00	5 Open Positions Need Filling
	Overtime	22,529.19	17,225.77	50,000.00	38,000.00	12,000.00	50,000.00	Addition for 5 short positions
	Employee Benefits	369,484.90	376,422.50	439,290.00	404,301.00		404,301.00	
	Total Personnel	1,197,373.81	1,298,230.48	1,537,516.00	1,503,250.00	78,560.00	1,581,810.00	
MATE	RIALS, SUPPLIES, & SERVICES	S:						
54120	Police Department							
54210	Electricity	6,900.33	9,151.57	8,500.00	8,500.00		8,500.00	
54215	Heating Fuel	4,935.59	6,285.84	7,000.00	9,100.00		9,100.00	
54220	Building Maintenance	-	2,146.58	2,500.00	2,500.00		2,500.00	
54301	Clothing	5,298.76	5,073.29	5,000.00	6,500.00		6,500.00	
54315	Office Supplies	2,928.35	4,862.08	4,000.00	4,500.00	1,500.00	6,000.00	Increase to purchase evidence boxes
54316	Operations Supply	7,523.56	23,302.18	17,500.00	21,350.00	(1,350.00)	20,000.00	Decrease to match actuals
54317	Community Policing	-	-	500.00	500.00		500.00	
54325	Office Leased Equipment	793.60	2,230.80	2,000.00	1,650.00	600.00	2,250.00	Increase to include computers/printers
54410	Telephone/Fax	6,431.44	10,566.59	7,400.00	9,500.00		9,500.00	
54411	Internet	-	-	600.00	-		-	
54415	Travel/Lodging/Per Diem	6,818.71	7,097.98	15,000.00	15,000.00	5,000.00	20,000.00	Increase for Tactical Team Training
54420	Employee Rent	1,521.23	(1,197.02)	5,000.00	15,000.00		15,000.00	
54425	Training	12,878.70	34,139.18	35,000.00	35,000.00		35,000.00	
54430	Dues & Membership	669.88	490.00	750.00	750.00	(250.00)	500.00	Decrease to match actuals
54435	Postage	656.57	729.54	750.00	800.00		800.00	
54436	Professional Services	21,893.36	17,114.31	15,000.00	20,000.00		20,000.00	
54439	Insurance	137,014.08	163,977.62	125,000.00	163,000.00	1,000.00	164,000.00	Increase to AMLJIA Annual Insurance
54440	Advertising	137.79	-	1,000.00	1,000.00	(500.00)	500.00	Decrease to match actuals
54505	Unleaded Gas/Diesel	32,630.70	26,720.28	22,500.00	30,375.00	(5,375.00)	25,000.00	Decrease to match actuals
54526	Light Vehicle R & M	8,699.09	8,287.04	11,000.00	10,000.00		10,000.00	
54530	Equipment Maintenance	42.39	52.99	500.00	500.00		500.00	
54620	Maintenance/Support Agrmt.	77,460.14	1,330.00	500.00	2,500.00	(1,000.00)	1,500.00	Decrease to match actuals
54630	Animal Control	-	4,647.49	2,000.00	2,000.00		2,000.00	
54600	Capital Purchase	-	-	-	-		<u> </u>	
	Total MS&S	335,234.27	327,008.34	289,000.00	360,025.00	(375.00)	359,650.00	
	<b>Total Operating Expenditures</b>	1,532,608.08	1,625,238.82	1,826,516.00	1,863,275.00	78,185.00	1,941,460.00	]

		Actual 1	Figures		Budgetary Fi	gures		Comments
	Jail (100-75)							
PERS	ONNEL:	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
	Salaries & Wages*	557,247.49	615,419.74	695,417.00	831,945.00		831,945.00	3 Open Positions Need Filling
	Overtime	12,605.41	32,006.90	26,627.90	45,000.00	25,000.00	70,000.00	Addition for 3 short positions
	Employee Benefits	271,707.52	268,346.00	273,758.00	316,139.00	20,000.00	316,139.00	The distriction of the state of
	Total Personnel	841,560.42	915,772.64	995,802.90	1,193,084.00	25,000.00	1,218,084.00	1
MAT	ERIALS, SUPPLIES, & SERVICES:			·		·		1
54210	Electricity	11,280.51	12,563.88	10,230.51	10,000.00		10,000.00	
54215	Heating Fuel	39,225.14	39,848.49	51,722.47	78,000.00		78,000.00	
54220	Building Maintenance	6,359.53	1,316.31	7,000.00	8,000.00	22,000.00	30,000.00	Paint, garage door, floor repairs
54301	Clothing	3,313.89	604.88	2,300.00	3,000.00		3,000.00	
54306	Food & Prisoner Supplies	10,828.60	22,592.33	23,200.00	30,000.00		30,000.00	
54315	Office Supplies	3,442.58	3,553.78	3,553.78	3,500.00		3,500.00	
54316	Operations Supplies	9,179.87	21,911.65	23,723.26	20,000.00		20,000.00	
54410	Telephone	5,536.92	10,064.91	9,296.00	9,000.00		9,000.00	
54411	Internet	-	-	600.00	-		-	
54415	Travel/Lodging/Per Diem	3,080.73	-	9,380.84	13,500.00	1,500.00	15,000.00	Additional training for dispatch
54420	Employee Rent	10,314.15	7,840.00	15,000.00	15,000.00		15,000.00	
54425	Training	630.00	3,645.31	3,645.31	5,000.00	5,000.00	10,000.00	Additional training for dispatch
54430	Dues & Membership	-	-	150.00	650.00		650.00	
54434	Television	912.88	1,118.37	1,118.37	1,350.00		1,350.00	
54435	Postage	184.25	207.11	207.11	500.00		500.00	
54436	Professional Services	16,580.54	19,512.73	20,449.65	10,000.00		10,000.00	
54439	Insurance	109,666.50	108,054.48	90,000.00	95,000.00		95,000.00	
54505	Unleaded Gas/Diesel	3,250.76	2,545.84	2,385.40	2,700.00		2,700.00	
54526	Light Vehicle R & M	126.68	179.99	1,000.00	1,000.00		1,000.00	
	Capital Purchase	37,201.50	4,005.00	4,005.00	-		-	
54620	Maintenance/Support	-	7,612.05	20,827.40	16,723.00		16,723.00	
	Total MS&S	271,115.03	267,177.11	299,795.10	322,923.00	28,500.00	351,423.00	
	Total Operating Expenditures	1,112,675.45	1,182,949.75	1,295,598.00	1,516,007.00	53,500.00	1,569,507.00	

#### Paid in Fy21 out of fund 204.

 5 Year VESTA 9-1-1 Motorola
 421,728.60

 Less 5 year support
 (76,947.24)

 Less 5 year maintenance
 (106,669.23)

 Fixed costs
 238,112.13

5 year support/maintnance from Motorola	183,616.47
Annual amoun to recognize in FY21 through FY25	36,723.29

		Actual	Figures		Budgetar	y Figures		Comments
	Fire (100-80)							
		2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
PERS	ONNEL:							
	Salaries & Wages	784,398.65	800,498.63	878,149.00	1,029,422.00		1,029,422.00	1 open position
	Overtime	79,816.22	71,993.55	75,500.00	85,500.00		85,500.00	
	Employee Benefits	404,764.90	360,610.15	362,387.00	391,180.00		391,180.00	
	Total Personnel	1,268,979.77	1,233,102.33	1,316,036.00	1,506,102.00	-	1,506,102.00	
MAT	ERIALS, SUPPLIES, & SERVICES:							
54210	Electricity	15,505.10	12,375.18	14,000.00	14,000.00		14,000.00	
54215	Heating Fuel	62,107.62	58,217.32	55,000.00	71,500.00		71,500.00	
54220	Building Maintenance	6,845.14	2,841.76	4,000.00	4,000.00	1,000.00	5,000.00	Increase to fix building ADA compliant
54301	Clothing	2,378.89	4,305.63	5,000.00	25,000.00		25,000.00	
54315	Office Supplies	3,357.49	1,828.07	2,000.00	1,500.00	3,500.00	5,000.00	Increase to fix fire hydrants
54323	Fire prevention/hydrant maintenance	2,223.39	3,801.37	4,000.00	4,000.00		4,000.00	
54324	Ambulance Supplies & Equip.	208.95	1,451.61	1,500.00	1,500.00		1,500.00	
54325	Office Leased Equipment	793.60	2,231.81	2,000.00	2,000.00		2,000.00	
54327	Small Tools	444.71	258.47	750.00	750.00	(250.00)	500.00	Decrease to match actuals
54407	Fire/EMT Rehabilitation	1,478.15	1,015.22	1,000.00	1,000.00		1,000.00	
54410	Telephone/Fax	2,220.26	2,471.48	3,280.00	3,280.00	(280.00)	3,000.00	Decrease to match actuals
54415	Travel/Lodging	8,035.81	12,616.72	12,500.00	12,500.00	2,500.00	15,000.00	Increase for fire training
54425	Training	14,149.78	15,824.60	17,325.00	17,325.00	(2,325.00)	15,000.00	Split between Travel/Training
54430	Dues & Membership	491.56	5,645.00	500.00	500.00		500.00	
54435	Postage	(2,968.74)	74.12	500.00	500.00		500.00	
54436	Professional Services	1,630.01	9,642.78	5,000.00	5,000.00	1,000.00	6,000.00	Increase for building/fire maintenance
54439	Insurance	9,073.29	11,681.38	8,500.00	11,500.00	500.00	12,000.00	Increase to match actuals
54505	Unleaded Gas/Diesel	15,197.33	11,957.20	9,000.00	12,150.00	(150.00)	12,000.00	Decrease to match actuals
54526	Vehicle R & M	13,913.00	14,860.27	22,000.00	22,000.00		22,000.00	
54530	Equipment R & M	7,895.29	2,139.89	10,000.00	10,000.00		10,000.00	
54600	Capital Purchases	-	-	-	-		-	
	Total MS&S	164,980.63	175,239.88	177,855.00	220,005.00	5,495.00	225,500.00	]
	Total Operating Expenditures	1,433,960,40	1,408,342,21	1.493.891.00	1,726,107.00	5,495.00	1,731,602,00	

		Actual	Figures		Bu	dgetary Figures		Comments
	Public Works (100-90)							1
		2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
PERS	ONNEL:							_
	Salaries & Wages	887,023.00	930,994.32	933,540.00	1,122,991.00	(180,000.00)	·	Match Actuals
	Overtime	19,625.24	34,069.17	30,210.00	30,000.00		30,000.00	
	Employee Benefits	414,161.36	386,849.74	392,175.00	426,737.00	27,000.00	453,737.00	Match Actuals
	Total Personnel	1,320,809.60	1,351,913.23	1,355,925.00	1,579,728.00	(153,000.00)	1,426,728.00	
	ERIALS, SUPPLIES, & SERVICES:							
54201	0 0	72,321.05	78,918.60	73,275.00	83,000.00	(3,000.00)	80,000.00	Match Actuals
54202	Sign Replacement	-	-	-	1,250.00	(1,250.00)	-	Match Actuals
54203	Sidewalk	2,525,484.00	183,934.86	-	-	-	-	
54210	Electricity	11,363.26	10,860.85	13,000.00	13,000.00		13,000.00	
54215	Heating Fuel (5% of City Shop)	107,751.28	110,832.51	112,000.00	151,200.00	(20,000.00)	131,200.00	Match Actuals
54220	Building Maintenance	15,314.66	10,972.49	15,000.00	13,000.00		13,000.00	
54300	Cleaning Supplies	884.08	189.62	218.00	500.00		500.00	
54301	Clothing	1,461.80	3,441.80	4,500.00	4,500.00	(500.00)	4,000.00	Match Actuals
54315	Office Supplies	4,709.74	3,336.27	3,500.00	3,500.00		3,500.00	
54323	Supplies and Equipment	7,013.58	-	-	-		-	
54325	Office Leased Equipment	620.95	2,108.06	1,789.00	1,500.00	500.00	2,000.00	Match Actuals
54327	Small Tools	1,917.33	4,000.07	4,010.00	4,500.00		4,500.00	
54410	Telephone/Fax	7,715.96	5,062.47	5,063.00	7,300.00	(1,300.00)	6,000.00	Match Actuals
54411	Internet	-	-	200.00	-	-	-	
54415	Travel/Lodging	-	3,661.15	3,662.00	5,000.00		5,000.00	
54425	Training	-	-	8,225.00	8,500.00	(3,500.00)	5,000.00	Match Actuals
54430	Dues & Memberships	676.18	534.07	900.00	500.00		500.00	
54435	Postage	132.97	187.19	500.00	500.00		500.00	
54436	Professional Services	2,915.16	25,402.15	30,000.00	25,000.00		25,000.00	
54439	Insurance	17,780.30	20,563.89	15,430.00	17,000.00	3,000.00	20,000.00	Match Actuals
54505	Unleaded Gas/Diesel	66,494.89	113,287.57	112,000.00	145,600.00	(15,600.00)	130,000.00	Match Actuals
54526	Light Vehicle R & M	21,911.73	35,046.55	37,500.00	22,500.00		22,500.00	
54527	Snow Removal	12,000.00	-	37,456.00	40,000.00		40,000.00	
54528	Gravel Purchases	29,580.00	49,800.00	50,000.00	50,000.00		50,000.00	
54529	Paved Road Maintenance (OTZ Roads)	21,027.18	20,021.33	20,022.00	70,000.00	(20,000.00)	50,000.00	Match IRA Contibution Amount of \$50k
54530	Heavy Equipment R & M	86,047.27	79,646.74	83,000.00	100,000.00	(15,000.00)	85,000.00	Match Actuals
54600	Capital Purchases - Equipment	230,182.23	-	11,000.00	11,000.00	(11,000.00)	-	Capital Projects Should not be included here but on CP schedule
54625	Capital Purchase - Infrastructure	14,157,347.07	12,187,317.39	-	=	,,	-	Capital Projects Should not be included here but on CP schedule
54901	Miscellaneous Expense	220.22	-	-	-		-	
	Total MS&S	17,402,872.89	12,949,125.63	642,250.00	778,850.00	(87,650.00)	691,200.00	1
	Total Operating Expenditures	18,723,682.49	14,301,038.86	1,998,175.00	2,358,578.00	(240,650.00)	2,117,928.00	1

1 Refuse Landfill Operator - \$25/hr (2) Building Maint. \$25/hr Electrician/Journeyman \$60-80/hr (2) Line Maint. \$25/hr Capital Project Manager \$150k Class A Operators - \$50/hr Class B operators - \$50/hr

		Actual Figures			Budge	Comments		
Swa	Swan Lake Boat Harbor (100-94)							
	EXPENSES	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
PERS	SONNEL:							
	Salaries & Wages	31,522.85	29,414.54	44,875.00	105,548.00	(5,548.00)	100,000.00	Decrease for seasonal employement
	Overtime	777.15	-	1,000.00	500.00		500.00	
	Employee Benefits	6,737.58	6,631.30	8,526.00	40,108.00	(108.00)	40,000.00	Decrease for seasonal employement
	Total Personnel	39,037.58	36,045.84	54,401.00	146,156.00	(5,656.00)	140,500.00	
MAT	ERIALS, SUPPLIES, & SERVICES:							
54210	Electricity	11,684.02	13,123.07	10,000.00	11,500.00		11,500.00	
54225	Remove & Replace Docks Annually	1,051.53	1,297.77	1,500.00	1,500.00		1,500.00	
54315	Office Supplies & Equipment	-	894.92	500.00	1,200.00	(200.00)	1,000.00	Match Actuals
54439	Insurance	13,178.38	19,519.10	12,500.00	15,000.00	5,000.00	20,000.00	CY23 Insurance Increase
	Total M,S & S	25,913.93	34,834.86	24,500.00	29,200.00	4,800.00	34,000.00	
	Total Operating Expenses	64,951.51	70,880.70	78,901.00	175,356.00	(856.00)	174,500.00	

		Actua	l Figures		Budge	tary Figures		Comments
	Parks & Recreation (100-95)	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
	EXPENSES							
PERS	SONNEL:							
	Salaries & Wages	126,561.20	142,947.90	125,000.00	246,515.00	50,000.00	296,515.00	Increase 2 full time positions
	Overtime	193.74	-	1,050.00	1,000.00		1,000.00	·
	Employee Benefits	59,752.23	68,005.69	46,250.00	93,676.00	19,000.00	112,676.00	Increase 2 full time positions
	Total Personnel	186,507.17	210,953.59	172,300.00	341,191.00	69,000.00	410,191.00	
MAT	ERIALS, SUPPLIES, & SERVICES:							
54210	Electricity	14,634.72	15,969.23	25,000.00	20,000.00		20,000.00	
54215	Heating Fuel	34,396.05	11,786.85	62,000.00	80,600.00	(65,600.00)	15,000.00	Decrease Not Heating Rec Center
54220	Building & Equipment Maintenance	34,622.84	(17,005.77)	22,000.00	22,000.00	(2,000.00)	20,000.00	Decrease to Match Actuals
54300	Cleaning Supplies	1,574.56	2,141.28	2,500.00	2,500.00		2,500.00	
54303	Materials	54.51	-	-	-		-	
54306	Concessions Food	1,687.91	1,948.49	5,000.00	3,500.00	(1,500.00)	2,000.00	Decrease to Match Actuals
54308	Playground Maintenance	1,598.29	2,323.04	4,000.00	3,000.00	2,000.00	5,000.00	Increase to Include Veteran's Park
54315	Office Supplies & Equipment	2,268.34	2,857.37	2,500.00	3,500.00	(500.00)	3,000.00	Decrease to Match Actuals
54410	Telephone/Fax	1,445.85	1,634.94	2,000.00	4,000.00	(1,000.00)	3,000.00	Decrease to Match Actuals
54411	Internet/Cable	2,471.71	2,225.07	2,400.00	-		-	
54415	Travel/Per Diem	-	-	1,000.00	1,000.00		1,000.00	
54425	Training	-	-	-	1,000.00		1,000.00	
54436	Professional Services	25,940.28	660.00	5,000.00	5,000.00	(2,500.00)	2,500.00	Decrease to Match Actuals
54439	Insurance	14,805.55	13,036.49	13,000.00	16,000.00	(2,000.00)	14,000.00	Decrease to Match Actuals
54505	Gas/Diesel	3,250.76	2,545.84	2,000.00	2,700.00		2,700.00	
54530	Program Equipment & Equipment Repair	69.39	2,971.64	3,000.00	1,000.00		1,000.00	
54626	Light Vehicle Maintenance	264.39	106.25	1,000.00	4,000.00	(1,000.00)	3,000.00	Decrease to Match Actuals
54907	Community Events	3,186.46	3,631.21	3,500.00	23,900.00	(19,900.00)	4,000.00	Decrease to Match Actuals
54600	Capital Purchase	(0.36)	9,601.00	30,000.00	30,000.00	(30,000.00)	<u>-</u>	Capital Projects on Spreadsheet - Code Inactive
	Total M,S & S	142,271.25	56,432.93	185,900.00	223,700.00	(124,000.00)	99,700.00	
	<b>Total Operating Expenses</b>	328,778.42	267,386.52	358,200.00	564,891.00	(55,000.00)	509,891.00	

	Actua	l Figures	Budgetary Figures					
Other Agency Contribution (100-96)	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	Comments	
MATERIALS, SUPPLIES, & SERVICE	s.						1	
54905 KOTZ Broadcasting	10,000.00	10,000.00	10,000.00	5,000.00		5,000.00		
54907 July 4th Celebration Comm	1,742.95	· ·	10,000.00			5,000.00		
54908 Community Support/Donation	-	(12,535.86)		·		5,000.00		
54909 Kotzebue Middle/High School	49,351.00	,	60,000.00	50,000.00		50,000.00		
54911 City of Kotzebue Scholarship Fu	nd 12,500.00	16,000.00	20,000.00	20,000.00		20,000.00		
Total Operating Expenses	76,602.87	84,488.96	110,000.00	85,000.00	-	85,000.00	1	

Non-Dept Expenses (100-	98)					
	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget
EXPENSES:						
MATERIALS, SUPPLIES, & SERVI	CES:					
54407 Employee Morale & Health	10,461.85	16,716.43	15,000.00	10,000.00		10,000.00
54408 Covid-19	42,420.10	-	-			-
54700 Operating Transfer Out	6,966.54	5,237.40	-			-
54701 Operating Tfr to E911	2,494.99	68,408.83				-
54704 Operating Tfr to S.F.	-	-	-			-
Total M,S & S	62,343.48	90,362.66	15,000.00	10,000.00	-	10,000.00

Section IX, Item b)

# **Special Revenue Funds**

204 E-911 Surcharge

206 Seizure Funds

#### OTHER GOVERNMENTAL FUND SUMMARY

	Actua	l Figures	Budgetary Figures				
	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
Revenues:							
E-911 Services Fund Washateria Denali Comm	485,985.41 -	_	-	-		1,250,000.00	
SUBTOTAL FUND REVENUES	485,985.41	-	-	-	-	1,250,000.00	
Operating Expenditures: E-911 Services Fund Washateria Denali Comm	485,985.41	-	530,237.00	-	-	1,398,500.00	
SUBTOTAL OPERATING EXPENDITURES	485,985.41	-	530,237.00	-	-	1,398,500.00	
Excess of Revenues over Operating Expenditures	-	-	(530,237.00)	-	-	(148,500.00)	

Section IX, Item b)

		Actual F	igures	Budgetary Figures				
E-9	11 SERVICES FUND (204-00)	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
	REVENUES:				Duaget		Duuget	
43226	Homeland Security Grant	483,490.42	-	-	-	-	-	
49990	Operating Transfer In - GF	2,494.99	-	-	-	1	-	
	<b>Total Revenues</b>	485,985.41	-	-	-	-	-	
	EXPENSES:							
MATE	RIALS, SUPPLIES, & SERVICES							
54600	Capital Purchase	485,985.00	44,323.90	-	-	1	-	
	Total M,S & S	485,985.00	44,323.90	-	-	-	-	
Excess	of Revenues over Operating Expenditures	0.41	(44,323.90)	-	-	-	-	

		Actua	ıl Figures		Budgetar	y Figures	
Washateria Denali Comm Fund (472-00)		2021 Actual 2022 Actual		CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget
	REVENUES:						
43800	Transfer in from other funds	-	-	-	-		-
43211	Denali Commission Revenue				1,250,000		1,250,000
	Total Revenues	-	-	-	1,250,000	-	1,250,000
	EXPENSES:						
MATE	ERIALS, SUPPLIES, & SERVICES						
54600	Capital Outlay	-	-	-	1,398,500	-	1,398,500
	Total M,S & S	-	-	-	1,398,500	-	1,398,500
Excess	of Revenues over Operating Expenditures	-	-	-	(148,500)	-	(148,500)

# **ENTERPRISE FUNDS**

601 - Water & Sewer Fund

602 - Refuse Fund

#### ENTERPRISE REVENUE FUND SUMMARY

	A	ctual Figures	Budgetary Figures				
Enterprise Revenue Fund Revenues:	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
Water & Wastewater Refuse	2,515,380 936,602	2,525,421 1,033,484	2,780,285 1,080,246	2,780,285 1,080,246	-	2,780,285 1,080,246	
SUBTOTAL FUND REVENUES	3,451,982	3,558,905	3,860,531	3,860,531	-	3,860,531	
Operating Expenditures: Water & Wastewater Refuse SUBTOTAL OPERATING EXPENDITURES	6,542,109 1,044,221 7,586,329	2,160,059 919,178 3,079,237	4,520,229 923,013 5,443,242	4,320,002 1,221,801 5,541,803	(201,400) (140,250.00) (341,650)	4,118,602 1,081,551 5,200,153	
Capital Expenditures: Water & Wastewater Refuse SUBTOTAL CAPITAL EXPENDITURES	- 23,991 23,991	1,428 - 1,428	1,428 0 1,428	- -		- - -	
Excess Revenues over All Expenditures except depreciation	(4,158,338)	478,240	(1,584,139)	(1,681,272)	341,650	(1,339,622)	

<sup>\*</sup> Depreciation in FY21 is \$1,520,000 for the Water & Sewer fund, and \$110,000 for the refuse fund.

		Actual	Figures		Budgetary I	7 Figures		
	MUS REVENUE FUND (601-40) ER & SEWER REVENUES:	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
Wate	er Services:							
43930	Water Sales - Residential	653,819.24	662,932.72	700,000.00	700,000.00		700,000.00	
43931	Water Sales - Commercial	1,017,701.40	995,537.31	1,150,000.00	1,150,000.00		1,150,000.00	
43932	Water Delivery	12,699.91	8,862.18	10,000.00	10,000.00		10,000.00	
43950	Water Connection Fees	100.00	500.00	5,000.00	5,000.00		5,000.00	
43952	Water Re/Dis/Connect	3,100.19	4,650.06	3,750.00	3,750.00	L	3,750.00	
Total		1,687,420.74	1,672,482.27	1,868,750.00	1,868,750.00		1,868,750.00	
Sewer	Services:				<del></del>			
43928	Hydro Flush Service	10,834.95	14,250.00	8,000.00	8,000.00		8,000.00	
43940	Sewer Sales - Commercial	501,165.47	469,393.18	510,000.00	510,000.00		510,000.00	
43941	Sewer Sales - Residential	285,965.23	277,187.17	290,000.00	290,000.00		290,000.00	
43951	Sewer Connection Fees	-	500.00	500.00	500.00		500.00	
43953	Sewer Re/Dis/Connect	-	1,250.00	500.00	500.00		500.00	
	Total	797,965.65	762,580.35	809,000.00	809,000.00	-	809,000.00	
Misce	llaneous:		<u> </u>	<u> </u>				
43915	MUS Penalties & Interest	28,406.92	12,120.14	45,000.00	45,000.00		45,000.00	
43927	Service Equipment Sales	578.00	793.94	500.00	500.00		500.00	
43524	OTZ Native Village Roads	-	50,000.00	-	l ,		-	
43985	Miscellaneous	857.98	1,600.00	10,000.00	10,000.00		10,000.00	
44107	State of AK PERS Relief	151.18	25,844.00	47,035.00	47,035.00		47,035.00	
49999	Capital Contribution (Dep 00)					<u> </u>		
	Total	29,994.08	90,358.08	102,535.00	102,535.00	-	102,535.00	
TOTA	AL MUS REVENUES:	2,515,380.47	2,525,420.70	2,780,285.00	2,780,285.00	-	2,780,285.00	

Comments

ANTHC granted capital assets, not budget item as simply value of water treatment plant built and paid by them.

		Ac	ctual Figures		<b>Budgetary Figures</b>					
МАТ	MUS Expense (601-10) TERIALS, SUPPLIES AND SERVICES:	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget			
54325	Office Leased Equipment	-	-	-	-		-			
54326	Trasnfer to General Fund	1,165,498.72	=	-	-		-			
54400	Service Charges	13,652.98	16,809.66	17,500.00	17,500.00		17,500.00			
54434	3rd Party Collection Fees	-	=	500.00	500.00		500.00			
54435	Postage	2,693.74	3,296.77	3,000.00	3,000.00		3,000.00			
54448	Bad Debt Expense (Recovery)	(21,787.63)	-	-	-		-			
54460	Administrative Overhead	275,000.00	286,000.00	285,000.00	285,000.00		285,000.00			
54700	00 Transfer Out 1,8		-	2,305,745.00	1,907,640.00		1,907,640.00			
54470	Depreciation	1,531,155.33	-	-	-		-			
	<b>Total Operating Expenditures</b>	4,824,213.14	306,106.43	2,611,745.00	2,213,640.00	-	2,213,640.00			

		Actua	al Figures		Budgeta	ry Figures		Comments
Wate	r Expense (601-20)							Ī
PERS	ONNEL:	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
	Salaries & Wages	224,949.22	262,133.61	284,802.00	300,000.00	(50,000.00)	250,000.00	Match Actuals
	Overtime	34,142.99	52,828.77	45,784.00	27,000.00	,	27,000.00	'
	Employee Benefits	38,775.87	110,932.96	109,062.00	114,000.00	(15,000.00)	99,000.00	Match Actuals
	Total Personnel	297,868.08	425,895.34	439,648.00	441,000.00	(65,000.00)	376,000.00	1
MATI	RIALS, SUPPLIES, & SERVICES:							1
54210	Electricity	150,074.60	152,217.17	140,000.00	219,000.00	(59,000.00)	160,000.00	Decrease old WTP Decomissioned
54215	Heating Fuel	82,313.42	74,251.76	82,000.00	123,000.00	(23,000.00)	100,000.00	Decrease old WTP Decomissioned
54216	KEA Waste Heat	107,433.51	82,652.86	105,000.00	105,000.00	(5,000.00)	100,000.00	Decrease to Match Actuals
54220	Building Maintenance	2,481.65	5,621.63	6,393.00	4,500.00	500.00	5,000.00	Match Actuals
54301	Clothing/Safety Equipment	2,316.38	1,314.63	1,315.00	2,000.00		2,000.00	
54315	Office Supplies	1,775.40	1,018.44	1,100.00	1,000.00		1,000.00	
54327	Small Tools	389.73	643.77	700.00	1,000.00		1,000.00	
54331	Chemicals	144,083.19	189,157.95	161,440.00	150,000.00	20,000.00	170,000.00	Increase for Inflation
54332	Pipe & Materials	2,616.79	19,654.50	30,000.00	25,000.00		25,000.00	
54410	Telephone	5,654.51	10,441.08	10,406.00	5,700.00		5,700.00	
54411	Internet	-	-	800.00	-		-	
54415	Travel/Lodging	1,645.45	1,557.15	1,583.00	4,000.00		4,000.00	
54425	Training	2,281.00	3,842.60	3,638.00	8,000.00		8,000.00	
54430	Dues & Memberships	-	3,918.00	3,918.00	2,000.00	2,000.00	4,000.00	Increase to Match Actuals
54436	Professional Services	30,823.49	5,622.53	63,995.00	89,500.00	(25,500.00)	64,000.00	Decrease to Match Actuals
54439	Insurance	5,148.23	7,146.22	6,565.00	11,000.00	(1,000.00)	10,000.00	Decrease to Match Actuals
54505	Unleaded Gas.Diesel/Oil	3,250.76	2,545.84	3,000.00	3,750.00		3,750.00	
54525	Light Vehicle R & M	48.75	599.80	2,000.00	1,500.00		1,500.00	
54526	Vehicle & Equipment R & M	6,815.34	1,984.50	4,500.00	3,000.00		3,000.00	
54541	Lab Equipment/Testing	15,778.67	14,823.22	20,000.00	20,000.00		20,000.00	
	Total MS&S	564,930.87	579,013.65	648,353.00	778,950.00	(91,000.00)	687,950.00	
	Total Operating Expenses	950,432.26	1,004,908.99	1,088,001.00	1,219,950.00	(156,000.00)	1,063,950.00	

Capital Related Budgetary Items (Not expenses for financial statements but outlays required to buy or close assets along with depreciation:

87,633.31

54600 Capital Purchases

52

	Actual I	igures		Bud	lgetary Figures		
Wastewater Expense (601-30)			67/22 P. 1	GV and D. J.		CVAID 1	
PERSONNEL:	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	Comm
Salaries & Wages	304,670.50	371,152.20	326,646.00	357,914.00	(40,000.00)	317,914.00	Match
Overtime	58,109.40	59,659.87	61,000.00	61,000.00		61,000.00	
Employee Benefits	136,828.43	129,482.21	153,041.00	154,998.00	(5,000.00)	149,998.00	Match
Total Personnel	499,608.33	560,294.28	540,687.00	573,912.00	(45,000.00)	528,912.00	
MATERIALS, SUPPLIES, & SERVICES:							
4210 Electricity	74,672.32	78,971.57	72,500.00	72,500.00	2,500.00	75,000.00	Match
4211 Electricity - Sewage Lagoon	6,684.80	9,195.89	9,033.00	4,200.00	5,800.00	10,000.00	Match
4301 Clothing/Safety Equipment	8,603.37	5,204.03	4,892.00	5,000.00		5,000.00	
4315 Office Supply	1,092.44	390.25	391.00	500.00		500.00	
4316 Operational Supplies	666.16	5,319.77	5,320.00	1,000.00	2,000.00	3,000.00	Match
4327 Small Tools	4,579.95	4,760.00	4,760.00	4,000.00		4,000.00	
4331 Chemicals	12,483.98	25,436.70	24,680.00	80,000.00	(20,000.00)	60,000.00	Match
4332 Pipes & Materials	24,379.72	58,345.88	58,232.00	35,000.00	25,000.00	60,000.00	Match
4410 Telephone	-	67.16	68.00	-		-	
4415 Travel & Lodging	-	-	101.00	3,500.00	(500.00)	3,000.00	Match /
4425 Training	-	16,053.96	12,835.00	8,500.00	(500.00)	8,000.00	Match
4436 Professional Services	37,300.50	12,265.29	16,513.00	35,000.00	(15,000.00)	20,000.00	Match /
4439 Insurance	3,974.41	4,944.12	4,531.00	3,700.00	300.00	4,000.00	Match /
4505 Unleaded Gas/Diesel/Oil	32,286.07	32,066.05	30,209.00	35,100.00		35,100.00	
4525 Light Vehicle R & M	4,456.59	5,152.59	5,153.00	2,000.00		2,000.00	
4526 Vehicle & Equipment R & M	38,622.77	28,705.34	28,706.00	22,500.00		22,500.00	
4620 Maintenance/Support Agrmt	-	170.12	171.00	-		-	
4901 Miscellaneous	483.82	272.24	273.00	-		-	
Total MS&S	250,286.90	287,320.96	278,368.00	312,500.00	(400.00)	312,100.00	
<b>Total Operating Expenses</b>	767,463.23	849,043.24	820,483.00	886,412.00	(45,400.00)	841,012.00	

#### Capital Related Budgetary Items (Not expenses for financial statements but outlays required to buy or close assets along with depreciation:

54600 Capital Purchases	-	1,428.00	1,428.00	-	-	-
54601 Capital Purchases - Chemicals	17,568.00	-	-	-	-	- 1

		Actual F	igures	Budgetary Figures				
	Refuse Fund (602-40)							
	REVENUES:	2021 Actual	2022 Actual	CY22 Budget CY 23 Budget		CY24 +/-	CY 24 Budget	
43915	MUS Penalties & Interest	-	-	5,000.00	5,000.00		5,000.00	
43923	Bailer Drop Off Charges	40,721.50	29,224.14	23,000.00	23,000.00		23,000.00	
43924	Residential Refuse Collection	321,990.06	368,690.29	335,000.00	335,000.00		335,000.00	
43925	Commercial Refuse Collection	533,285.57	575,490.67	640,000.00	640,000.00		640,000.00	
43926	Refuse Equipment Sales	-	-	2,000.00	2,000.00		2,000.00	
43927	Residential Refuse Carts	2,240.00	2,209.69	1,750.00	1,750.00		1,750.00	
43928	Commercial Dumpster Rental	36,218.81	35,345.00	40,000.00	40,000.00		40,000.00	
44107	State of AK PERS Relief	94.89	22,524.24	28,496.00	28,496.00		28,496.00	
49987	Miscellaneous Income	2,051.10	=	5,000.00	5,000.00		5,000.00	
•	Total Revenues	936,601.93	1,033,484.03	1,080,246.00	1,080,246.00	-	1,080,246.00	

		Actual 1	Figures		Вис	lgetary Figures		
	Refuse Fund (602-40)							
	EXPENSES	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
PERS	ONNEL:							1
	Salaries & Wages	326,642.80	371,371.83	374,375.00	579,620.00	(100,000.00)	479,620.00	Match Actuals
	Overtime	12,585.23	13,043.56	10,000.00	10,000.00	,	10,000.00	
	Employee Benefits	154,268.47	192,512.46	157,238.00	220,256.00	(40,000.00)	180,256.00	Match Actuals
	Total Personnel	493,496.50	576,927.85	541,613.00	809,876.00	(140,000.00)	669,876.00	1
MAT	ERIALS, SUPPLIES, & SERVICES:	:				,		
54210	Electricity	15,595.00	22,826.31	17,000.00	17,000.00		17,000.00	
54215	Heating Fuel	40,487.34	23,239.44	54,250.00	70,525.00		70,525.00	
54220	Building Maintenance	3,496.36	5,435.81	4,000.00	4,000.00		4,000.00	
54300	Operational Supplies	91,287.16	90,934.54	72,000.00	72,000.00		72,000.00	
54301	Clothing/Safety Equipment	2,011.81	1,891.63	3,000.00	3,000.00		3,000.00	
54307	Spring Cleanup	3,496.62	2,165.86	7,250.00	7,250.00	(250.00)		<b>Budget Cut to match actuals</b>
54315	Office Supplies	1,109.16	406.25	600.00	600.00		600.00	
54327	Small Tools	482.40	1,031.61	1,000.00	1,000.00		1,000.00	
54410	Telephone	2,537.46	3,831.51	2,500.00	2,500.00		2,500.00	
54415	, 00	-	-	1,000.00	1,000.00		1,000.00	
54425	Training	-	-	2,000.00	2,000.00		2,000.00	
54436	Professional Services	54,661.84	11,224.49	30,000.00	30,000.00		30,000.00	
54439	Insurance	4,950.21	6,536.02	4,500.00	6,500.00		6,500.00	
54448	3rd Party Collection Fees	-	-	-			-	
54449	Closure & Post Closure	1,784.76	-	1,800.00	1,800.00		1,800.00	
54450	Refuse Operating Permit	4,000.00	4,212.98	4,000.00	4,000.00		4,000.00	
54470	Depreciation	123,759.17	-	-			-	
54448	Bad Debt Expense	9,364.84	-	5,000.00	5,000.00		5,000.00	
54505	Unleaded Gas/Diesel/Oil	33,800.68	36,360.33	35,000.00	47,250.00		47,250.00	
54525	Light Vehicle R & M	338.59	1,679.78	1,500.00	1,500.00		1,500.00	
54526	1 1	28,569.80	20,473.67	25,000.00	25,000.00		25,000.00	
54527	Administrative Overhead	105,000.00	110,000.00	110,000.00	110,000.00		110,000.00	
	Total M,S & S	526,733.20	342,250.23	381,400.00	411,925.00	(250.00)	411,675.00	
	Total Operating Expenses	1,044,220.53	919,178.08	923,013.00	1,221,801.00	(140,250.00)	1,081,551.00	

54600	Capital Purchases	23,990.83	-		-	-	-
	Total Capital Expenditures	23,990.83	-	1	-	=	-

#### ARCTIC SPIRITS REVENUE FUND SUMMARY

	Actual Figur	es	Budgetary Figures					
Enterprise Revenue Fund Revenues:	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget		
Arctic Spirits	3,108,354	3,268,598	3,042,197	3,121,097	(5,000.00)	3,116,097		
SUBTOTAL FUND REVENUES	3,108,354	3,268,598	3,042,197	3,121,097	(5,000.00)	3,116,097		
Operating Expenditures	:							
Arctic Spirits	2,851,152	2,526,326	3,450,783	3,681,709	(60,800)	3,620,909		
SUBTOTAL OPERATING EXPENDITURES	2,851,152	2,526,326	3,450,783	3,681,709	(60,800)	3,620,909		
Excess of Revenues over Operating Expenditures	257,202	742,272	(408,586.00)	(560,612.00)	55,800	(504,812)		

		Actual	l Figures		Budgetai	ry Figures		Comments
Arctic Spirits Fund (603-XX)		2021 Actual	2022 Actual	CY22 Budget		CY24 +/-	CY 24 Budget	
	REVENUES:	2021 Actual	2022 Actual	C122 Buuget		C124 1/-	C1 24 Duaget	
4340	75 Retail Sales	2,989,131.25	3,092,623.27	2,900,000.00	2,972,500.00		2,972,500.00	1
4340	7 Retail Sales - Tobacco	53,710.27	47,327.23	60,000.00	61,200.00		61,200.00	
4340	8 Retail Sales - Miscellaneous	8,329.99	9,696.36	10,000.00	10,200.00		10,200.00	
434	0 Distribution Point Fees	1,100.00	2,030.00	1,000.00	1,000.00	500.00	1,500.00	Increase for expected CY24 Fees
4342	Permitting Fees	55,998.16	97,665.00	55,000.00	60,000.00	(5,000.00)	55,000.00	Decrease due to fee schedule changes
4352	0 Miscellaenous Income	10.13	-	500.00	500.00	(500.00)	-	Remove No Misc Income
4410	7 State of AK PERS Relief	74.65	19,256.02	15,697.00	15,697.00		15,697.00	
	Total Revenues	3,108,354.45	3,268,597.88	3,042,197.00	3,121,097.00	(5,000.00)	3,116,097.00	1

		Actual	Figures	Budgetary Figures				
-	Arctic Spirits Fund (603-XX) EXPENSES:	2021 Actual	2022 Actual	CY22 Budget	CY 23 Budget	CY24 +/-	CY 24 Budget	
PERS	ONNEL:							
	LBCB Stipend	1,725.00	1,275.00	4,500.00	2,500.00	3,000.00	5,500.00	Match Actuals
	Salaries & Wages	339,924.40	347,541.06	363,125.00	356,585.00	(80,000.00)	276,585.00	Decrease 1 position
	Overtime	9,436.73	9,002.72	6,500.00	7,000.00	(4,000.00)	3,000.00	Expected Decrease
	Employee Benefits	93,503.61	116,144.34	130,725.00	135,502.00	(27,000.00)	108,502.00	Decrease 1 position
	Total Personnel	444,589.74	473,963.12	504,850.00	501,587.00	(108,000.00)	393,587.00	
MAT	ERIALS, SUPPLIES, & SERVICES:					,		
54210	Electricity	5,567.70	5,930.32	6,000.00	6,000.00		6,000.00	
54215	Heating Fuel	22,470.20	17,571.89	26,000.00	33,800.00	(3,800.00)	30,000.00	Match Actuals
54220	Building Maintenance	5,272.87	3,227.72	10,000.00	2,000.00		2,000.00	
54300	Cleaning Supplies	602.30	813.32	1,500.00	500.00		500.00	
54315	Office Supplies & Equipment	4,877.96	5,677.94	5,000.00	5,000.00		5,000.00	
54319		-	29,333.07	-	-		-	
54320	Product Acquisition	1,246,525.45	1,241,872.36	1,310,000.00	1,309,000.00		1,309,000.00	
54321	Cash Overs/Shorts - Pkg Store	263.28	5,885.42	500.00	500.00		500.00	
54400	Service Charges	38,301.06	43,907.50	37,500.00	37,500.00		37,500.00	
54410	Telephone/Fax	1,292.35	1,508.68	2,100.00	2,000.00		2,000.00	
54415	Travel/Lodging/Per Diem	-	2,091.89	2,000.00	2,000.00		2,000.00	
54425	Training	1,167.27	175.00	1,000.00	1,000.00		1,000.00	
54433	Postage	-	0.53	50.00	50.00		50.00	
54434	Freight Charges	352,367.83	477,591.87	417,500.00	417,000.00	58,000.00	475,000.00	Increased freight prices expected
54435	Television	912.89	833.46	1,300.00	1,000.00	(1,000.00)	-	TV Removed
54436	Professional Services	75.00	400.00	400.00	400.00		400.00	
54438	Legal Fees	1,402.30	2,146.00	17,500.00	17,500.00	(7,500.00)	10,000.00	
54439	Insurance	45,730.68	56,321.03	43,000.00	45,000.00		45,000.00	
54450	Permits	1,900.00	100.00	500.00	500.00		500.00	
54505	Gas/Diesel	3,250.76	2,545.84	2,000.00	2,700.00		2,700.00	
54526		10.00	62.99	1,000.00	500.00	1,500.00	2,000.00	MX on Truck Needed
54530		-	-	5,000.00	1,500.00		1,500.00	
54600	1	-	-	-	-		-	
54620		779.70	365.70	500.00	500.00		500.00	
54625		-	-	1,500.00	1,500.00		1,500.00	
54527	General Admin Overhead	150,000.00	154,000.00	155,000.00	155,000.00		155,000.00	
54700			-	-	-		-	
54702	Transfer to G.F Comm. Support	523,792.99	-	899,083.00	1,137,672.00		1,137,672.00	
	Total M,S & S	2,406,562.59	2,052,362.53	2,945,933.00	3,180,122.00	47,200.00	3,227,322.00	
	Total Operating Expenses	2,851,152.33	2,526,325.65	3,450,783.00	3,681,709.00	(60,800.00)	3,620,909.00	



#### CITY OF KOTZEBUE, ALASKA ORDINANCE NO. 24-09 \*RENUMBERED\*

ENTITLED: "A NON-CODE ORDINANCE ADOPTING A FEE SCHEDULE FOR THE CITY OF KOTZEBUE, ALASKA FOR THE CALENDAR YEAR ("CY") JANUARY 1, 2025 TO ENDING DECEMBER 31, 2025."

#### BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF KOTZEBUE, ALASKA:

- **Section 1.** As part of the annual budgeting process the City Council of the City of Kotzebue usually adopts a Fee Schedule for the following Calendar Year.
- Section 2. This CY2025 Fee Schedule must be adopted by the City Council in due course on or before December 15, 2025.
- **Section 3.** The City Council was unable to hold its usual two-day Budget Retreat in Kotzebue in October due to exigent circumstances.
- Section 4. This CY2025 Fee Schedule is a place-holder fee schedule based upon and mimicking the City's CY2024 Fee Schedule and shall remain in force and effect until the City Council has been able to hold a Budget Retreat, presently scheduled for January 2025, after which appropriate and necessary amendments will be duly made to this place-holder Fee Schedule for CY2025.
- Section 5. Pursuant to the Kotzebue Municipal Code, Section 1.12.030(B), this Ordinance shall become effective January 1, 2025 and serve as the City's Fee Schedule for CY2025 until duly amended as set forth in Section 4 above following the appropriate provisions of the Kotzebue Municipal Code.

Ordinance No. 24-09 \*RENUMBERED\* CY2025 Fee Schedule Page 2 of 2

ENACTED	this 5 <sup>th</sup>	day of	December,	2024
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# CITY OF KOTZEBUE Derek Haviland-Lie, Mayor [SEAL] ATTEST:

ATTESTATION: I, Paeton Schaeffer, City Clerk for the City of Kotzebue, hereby attest that the above Ordinance, No. 24-09 \*RENUMBERED\*, was duly presented to the Kotzebue City Council, duly published and that a valid public hearing was held and that it was duly enacted on December 5, 2024.

Initially Published/Posted: November 15, 2024 [originally incorrectly numbered as 24-08] Introduction: November 21, 2024 [originally incorrectly numbered as 24-08]

Republished/Reposted: November 27, 2024 [renumbered as 24-09]
First Public Hearing: December 5, 2024 [renumbered as 24-09]
Passage: December 5, 2024 [renumbered as 24-09]

Attachment: Exhibit "A" -- CY2025 Fee Schedule [11 pages]

# **CITY OF KOTZEBUE ORDINANCE 24-09**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ADOPTING SERVICE FEES, RATES AND CHARGES FOR THE CY2024 BUDGET

WHEREAS, the City Council of the City of Kotzebue has previously adopted

the City's CY24 Operating Budget; and,

WHEREAS, the City Council of the City of Kotzebue shall annually, by

resolution, set the fees, rates and charges for City services that are not otherwise established by ordinance or other applicable law.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Kotzebue, hereby adopts the following list of fees, rates, and charges for the CY24.

#### CITY OF KOTZEBUE CY24 FEE SCHEDULE

#### **Administration**

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Business License	\$50.00	January – December	
Business License Reprint	\$10.00	January – December	
Late Filing Fee	\$25.00	After January 1st	
Failure to Display	\$25.00	January – December	
Special Event License	\$25.00	January – December	Each Event
Chauffeur Permit		January 1-December 31	
Operator Only	\$50.00		Fee Per Permittee
Taxicab/Food Delivery Permit	\$100.00	January 1- December 31	Per Vehicle (Required: Operator Information and Proof of Insurance
Sales Tax Rate	6%		
Tobacco License Fee	\$500.00	January 1-December 31	
Marijuana License Fee	\$500.00	January 1-December 31	
Copy and/or Fax	\$0.25		Per page
Мар	\$30		Each
Notary	\$5.00		Each
Non-Sufficient Funds (NSF)	\$30.00		Each

Pin	\$3.00	Each
Drug Testing	\$150.00	Each Occurrence
Public Information		
Audio Recordings	\$15.00	Each
Copies of Documents	\$0.25	Per page
Copies of Drawings	Actual Cost	Actual Cost of Copy
Research/copying costs	Actual Cost	Above five (5) hours

## **Package Store – check permit sales prices**

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Non-Residential Permit	\$50.00	180 Days	
	\$40.00	90 Days	
	\$30.00	30 Days	
	\$20.00	10 Days	
Resident Permit New	\$60.00	One Year	New Applicants Only
Resident Permit Renewal	\$35.00	One Year	Renewal
Pick up Fee	\$40.00	Each	

## **Parks & Recreation – Fees**

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Youth Center Facility Rental	\$50.00	1 Hour	Setup during Valid Period
	\$100.00	2 Hours	Setup during Valid Period
	\$200.00	4 Hours	Setup during Valid Period
	\$400.00	8 Hours	Setup during Valid Period
Facility Deposit	\$100.00	Each	Refundable Upon Completion of Clean-up
Tables Rentals	\$25.00	Up to 20	Per day
Tables Rentals	\$50.00	21 or More	Per day
Chairs Rentals	\$25.00	Up to 50	Per day
Chairs Rentals	\$50.00	51 or More	Per day
Armory Workout	\$4.00		Per Day
Armory Punch Card	\$36.00	10 Visits	
Armory Punch Card	\$76.00	21 Visits	
Ski Rentals	\$3.00	Per day	
Ski Equipment Deposit	\$10.00	Per day	Refundable Upon Return
Ice Skate Rentals	\$3.00	Per day	

Ice Skate Deposit	\$10.00	Per day	Refundable Upon Return
Winter Rental Punch Card	\$20.00	10 Rentals	Per Winter Season
Kayak Rentals Hourly	\$2.00	Per Hour	
Kayak Rentals 1/2 Day	\$10.00	6 Hours	
Kayak Rentals Full Day	\$20.00	12 Hours	
Kayak Rentals Weekend	\$40.00	48 Hours	2 Consecutive Days
Camping Fees	\$100.00	Season	
Camping Fees Elders	\$50.00	Season	
Swan Lake Boat Harbor		Nov 1 – May	
Winter Parking	\$100.00	15	Seasonal per boat and/or trailer
Swan Lake Boat Harbor		May 16 - Oct	
Summer Parking	\$100.00	31	Per Month per boat and/or trailer
Fairground Space Rental			
Fairground 1/2 Day Lease	\$50.00	4 Hours	
Fairgrounds Full Day Lease	\$100.00	10 Hours	
	_	Each	
Fairground Use Deposit	\$100.00	Occurrence	Refundable Upon Clean-up

# **Public Works – Equipment & Snow Removal**

YEAR	MAKE	MODEL	HOURLY RATE
Vehicle Impound Fee (Tow to Impound)			\$220.00
1992	Dressor	TD15E Dozer	\$225.00
1988	John Deere	450 Dozer	\$125.00
1983	Gallion	Grader	\$150.00
2001	Caterpillar	163-H Grader	\$225.00
1985	John Deere	644C Loader (City)	\$150.00
1985	John Deere	644C Loader (State)	\$150.00
1992	John Deere	624E Loader	\$150.00
1989	Hitachi	EX150 Backhoe	\$225.00
1984	John Deere	710 Loader/Backhoe	\$150.00
1993	Ingersoll-Rand	Genset 185	\$100.00
1993	Ingersoll-Rand	Compressor	\$100.00
1983	Bomaq	Roller (Compactor)	\$100.00
1997	Positrack	M070	\$90.00
1996	Bobcat	953	\$90.00
	Miller	Welder	\$75.00
2005	Caterpillar	287B Tracked MTV	\$125.00

2005	Cummins Trackless	Articulation Tract/Blwr	\$150.00
2004	Trailer craft	Hopper Spreader	\$75.00
	Tow Master	Low Boy	\$200.00
2008	Komatsu	D-65EX-15EO Dozer	\$275.00
2010	International	Dump Truck	\$125.00
2010	International	Dump Truck	\$125.00
1981	Kenworth	Water Truck	\$125.00
2020	International	Water Delivery Truck	100.00
2016	Mack	Water Truck	\$100.00
1993	Ford	Hydro Vac	\$200.00
2022	International	Hydro Vac	\$250.00
2002	Sterling	Hydro Jet	\$200.00
2007	International	Hydrovac Flush	\$250.00
1993	Ford (red)	Garbage Truck	\$150.00
1995	Ford (white)	Garbage Truck	\$150.00
2000	International	Flatbed	\$125.00
2001	Volvo	L150 Loader	\$225.00
XXXX	Volvo	L110 Loader	\$175.00
		Video Camera	\$65.00
		Concrete Saw	\$75.00
		Service Line Thawer	\$175.00
		Jackhammer	\$60.00
2017	Genie	Telehandler	\$200.00
2017	Komatsu	Forklift	\$200.00
Snow Removal Fees			
			Actual Cost Per Hour +
City Operator + Equipment			Cost Per Hour for Equipment

### **Public Works – Solid Waste**

ACTIVITY	FEE	QTY	COMMENTS
Sewer Line Labor	\$125.00	Hour	
<b>Building Maintenance Labor</b>	\$125.00	Hour	
<b>Equipment Operator</b>	\$125.00	Hour	
Mechanic Shop	\$150.00	Hour	
A & B Foam	\$60.00	Gallon	
6" Repair Band	\$150.00	Each	

Actual Cost		
<del>\$30.00</del>		
\$35.61	Each	Monthly (Check prices)
<del>\$25.00</del>	Per	
\$30.00	Each	Late/Blocked/Missed
\$50.00	Each	
\$16.00	Cubic Yard	
•		
\$11.87	Cubic Yard	
\$20.00	Each	
\$30.00	EdCII	
¢EO OO	Each	
	EdCII	
	b	
\$20.00	Cubic Yard	
	Each	
•	Monthly	
	iviolitily	
=		
	Each	
<del>\$0.00</del>		
\$10.00		Late/Blocked/Missed
<del>\$0.00</del>		
\$10.00		
\$10.00	Each Offense	
\$10.00	Each	
\$10.00	Each	
Cost of		
Remediation		
\$150.00	Each	
	Each	
,		Added City Tax as a service
		· ·
<del>\$25.00</del> \$26.50	Each	item
	\$30.00 \$35.61 \$25.00 \$29.68 \$30.00 \$50.00 \$16.00 \$9.98 \$11.87 \$30.00 Cost of Remediation \$150.00 \$20.00 \$140 \$45.97 \$54.57 \$22.99 \$27.29 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 Remediation	\$30.00 \$35.61 Each \$25.00 Per \$29.68 Dumpster \$30.00 Each \$50.00 Each \$16.00 Cubic Yard \$9.98 \$11.87 Cubic Yard  \$30.00 Each  Cost of Remediation \$150.00 Each \$20.00 Cubic Yard  \$140 Each \$45.97 \$54.57 Monthly \$22.99 \$10.00 Each \$0.00 \$10.00 Each Cost of Remediation Each Each Each Each Each Each Each Each

## **Public Works – Water Wastewater**

ACTIVITY	FEE	QTY	COMMENTS
Water Wastewater COMMERCIAL			
	<del>\$232.18</del>		
Water Flat Rate	\$240.77	Monthly	
	<del>\$41.35</del>	Per 1000	
Water Metered Rate	\$42.88	Gallons	
	<del>\$103.20</del>		
Water Minimum Rate	\$107.02	Monthly	
	<del>\$96.51</del>		
Wastewater Flat Rate	\$118.42	Monthly	
		Per 1000	
Wastewater Metered	\$18.26	Gallons	
Water Wastewater Multi-Unit Dwellings			Multi-unit 6 Plex and Above
	<del>\$103.20</del>		
Water Base Rate	\$107.02	Monthly	Up to 6000 Gallons
	<del>\$41.35</del>	Per 1000	
Water Metered	\$42.88	Gallons	
	<del>\$46.60</del>		
Wastewater Base Rate	\$57.18	Monthly	Up to 6000 Gallons
		Per 1000	
Wastewater Metered	\$18.26	Gallons	
Water Wastewater RESIDENTIAL			Single/Multi-units up to 5 Plex
	<del>\$101.46</del>		
Water Flat Rate	\$105.21		
	<del>\$40.58</del>		
Senior/Disables Flat Rate	\$42.08		
	\$46.60		
Wastewater Flat Rate	\$57.18		
Conjunt Disabled Flat Bata	\$20.18		
Senior/Disabled Flat Rate	\$24.76 \$41.23		
Honey Bucket Flat Rate	\$41.23 \$50.03		
Honey Bucket Hat Nate	\$9.98		
Landfill Drop-Off Commercial	\$11.87		
Other Charges			
Water Delivery	\$65.00		
water benvery	703.00		
Mate: Cale	¢ or	Dor Callan	
Water Sales	\$.05	Per Gallon	

Videotaping	\$150.00	Per Hour	
Hydro flushing Residential	\$200.00	Per Hour	
Hydro flushing Commercial	\$300.00	Per Hour	
Vacuum Septic Tank Commercial	\$250.00	Per Hour	
Mustang (Jetting)	\$200.00	Per Hour	
Porta Potty Rental	\$150.00	Plus per Vacuum	Per Rental
Porta Potty Rental	\$10	Daily	Per Rental
Porta Potty Rental	\$50	Weekly	Per Rental
Porta Potty Rental	\$250	Monthly	Per Rental
Sewer Line Labor	\$125.00	Hour	
Equipment Operator	\$125.00	Hour	
Honey Bucket Clean-Up	\$150.00	Per Hour	
Water/Sewer Hook-up/Disconnect/Re- connect Fees			
New Connection Water	\$500.00	Each Occurrence	
New Connection Sewer	\$500.00	Each Occurrence	
Year Round with Arctic Box	\$100.00	Per Unit	
Residential Units (In gravel)	\$500.00	Per Unit	June 1- September 30
Residential (in pavement)	\$500.00	Per Unit	June 1- September 30 Plus Cost of Cold Patch
Commercial Including Multi-Unit Dwellings	\$600.00	Per Unit	June 1- September 30 Plus Cost of Cold Patch
Residential	\$400.00	Per Unit	October 1-May 31 Plus Cost of Cold Patch
Commercial Including Multi-Unit Dwellings	\$400.00	Per Unit	October 1-May 31 Plus Cost of Material and Labor

**Residential** A single dwelling or multi-unit up to a 5 plex

Commercial Multi-unit Dwellings Multi-unit dwellings of a 6 Plex or more

**Commercial** Any building or land intended to generate a profit either

from capital gain or rental income

## **Planning**

ACTIVITY	FEE	VALID PERIOD	COMMENTS
<b>Building Permit</b>			

Application Fee	\$10.00	Each Occurrence	
\$0-\$100,000	\$0.00	Each Occurrence	
\$100,001-\$500,000	\$100.00	Each Occurrence	
\$500,001-\$1,000,000	\$250.00	Each Occurrence	
\$1,000,001-\$10,000,000	\$500.00	Each Occurrence	
Application Permit Late Fees	\$10.00	Per Day	
Flood Hazard Permit	\$25.00	Each Occurrence	
Moving Permit	\$50.00	Each Occurrence	\$500 Refundable Deposit
Permit to Excavate/Locate	50.00	Each Occurrence	
Application Fee	\$10.00		
	Bond for		
	Contract		1
Suggestion Deposit	Value plus		Deposit returned upon
Excavation Deposit	15% \$200.00	Dor Application	Satisfactory Completion Non-Refundable
Variance Application Regular Meeting	\$200.00	Per Application	Non-Returidable
Variance Application Special Meeting	\$300.00		
Major Subdivision Preliminary Plat	\$250.00		
Major Subdivision Final Plat	\$100.00		
Minor Subdivision Preliminary Plat	\$150.00		
Minor Subdivision Final Plat	\$100.00		
	φ100.00		
Alteration or Replat, including			
Vacation of Right-of-Way	\$150.00		
Minor Lot Consolidation and	4		
Exempted Replats	\$150.00		
Abbreviated Plats and Waivers	\$150.00		
Vacations of Property	\$200.00		
			Use Amount Established by
Special Use Permit Application Fee	\$250.00	Per Application	City Manager/Council
			Lease Amount Established by
Tideland Permit Application Fee	\$300.00	Per Application	City Manager/Council
Tideland Fee	\$1500.00		Per Use
Connex Storage Fee	\$500.00	Per Connex	Per Month
Land Lease	\$	Per Square Foot	Per Month
Fines			

Encroachment	\$150.00	Each	First Offense
Encroachment	\$300.00	Each	Second Offense
Encroachment	\$450.00	Each	Third Offense
Public Nuisance	Property Lien	Each Offense	
ROW Infraction	\$150.00	Each	First Offense
ROW Infraction	\$300.00	Each	Second Offense
ROW Infraction	\$150.00	Each	Third Offense
Abatement	Actual Cost	Each Offense	
Litter Violation	\$300.00	Each Offense	Plus cost of abatement
Hazardous/loathsome Materials	\$300.00	Each Offense	Plus cost of abatement

# **Police**

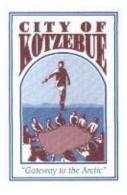
ACTIVITY	FEE	VALID PERIOD
	<del>\$40.00</del>	
Fingerprints	\$50.00	Each Occurrence
	<del>\$25.00</del>	
Police Reports	\$30.00	Each Copy
	<del>\$25.00</del>	
Police Report Pictures	\$30.00	Each Copy
, , , , , , , , , , , , , , , , , , ,	\$65.00	
Serve Court Summons/Serve Civil Papers	\$75.00	Each Occurrence
Day or Night Patches	<del>\$7.50 ea.</del>	
Animal Control Fees		
	\$ <del>50.00</del>	
Unattended Animals 1st Offense	\$100.00	
	<del>\$100.00</del>	
Unattended Animals 2nd Offense	\$150.00	
	<del>\$150.00</del>	
Unattended Animals 3rd Offense	\$200.00	
Annual Dog License	\$5.00	Per Animal
Lifetime Dog License	\$100.00	Per Animal
Pick up Fee (First Time)	\$50.00	
Pick up Fee (Additional)	\$10.00	
	<del>\$50.00</del>	
Impound Fee 1st Offense	\$100.00	
	\$ <del>100.00</del>	
Impound Fee 2nd Offense	\$150.00	
	<del>\$150.00</del>	
Impound Fee 3rd Offense	\$200.00	
Kennel Fee	<del>\$10.00</del>	Per Day (maximum 3 days)

	\$25.00	
Euthanasia and Disposal Fee	\$50.00	Per Animal
	\$150.00	
Public Intoxication 1st Offense	\$250.00	
Public Intoxication 2nd Offense	\$300.00	
Public Intoxication 3 <sup>rd</sup> Offense	\$500.00	3 <sup>rd</sup> Offense and every offense after
	<del>\$10.00</del>	
Impound Storage Fee	\$20.00	Per Day
Burglar/Intrusion Alarm Monitoring	\$ <del>50.00</del>	<del>Per Month</del>
False Alarms		
		<del>Per Quarter</del>
First False Alarm	\$0.00	Per Business/Resident/Year
	<del>\$0.00</del>	<del>Per Quarter</del>
Second False Alarm	\$100.00	Per Business/Resident/Year
	\$100.00	<del>Per Quarter</del>
Third False Alarm	\$200.00	Per Business/Resident/Year
	<del>\$100.00</del>	<del>Per Quarter</del>
Each False Alarm in Excess of Three	\$500.00	Per Business/Resident/Year
Parking Fines	\$25.00	Per Violation
Discharge Weapon in City limits	\$100.00	Per Violation
Snow machine/ATV Minor Cited Violation Fines		
First Offense	\$25.00	Per Violation
Second Offense	\$50.00	Per Violation
Third Offense	\$75.00	Per Violation
Each Offense in Excess of Three	\$100.00	Per Violation

# Fire

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Ambulance	\$22.00		Per Mile
Basic Life Support	\$1375.00	Each Occurrence	
Advanced Life Support I	\$1705.00	Each Occurrence	
Advanced Life Support II	\$1925.00	Each Occurrence	
False Alarms			
First False Alarm	\$ <del>0.00</del> \$100.00	No Charge Per Business/Resident/Year	
Second False Alarm	\$100.00	Per Business/Resident/Year	

		Per	
Third False Alarm	\$200.00	Business/Resident/Year	
		Per	
Fourth False Alarm	\$300.00	Business/Resident/Year	
More Than 4 Responses to the			
same address	\$500.00	Per Occurrence	
Lock-out Assistance	\$10.00		Per Vehicle/Home
Fire Extinguisher Servicing	\$25.00		Per Fire Extinguisher



# CITY OF KOTZEBUE RESOLUTION NO. 24-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEEE TO EXECUTE AN AGREEMENT FOR THE AHFC FRONTIER HOUSING DEVELOPMENT PROJECT IN KOTZEBUE.

WHEREAS, KIC through an RFP process was selected for the AHFC Frontier Housing Development Project in Kotzebue;

WHEREAS, the responsibilities for this Project need to be defined for the City, KIC and AHFC as set forth in Exhibit A attached hereto and incorporated by reference herein; and.

WHEREAS, defining these responsibilities in advance of the commencement of this much needed Project will allow the City, KIC and AHFC to proceed with the orderly construction of these housing units in Kotzebue.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Kotzebue authorizes the City Manager or her designee to execute the attached Agreement for the AHFC Frontier Housing Development Project in Kotzebue.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 21<sup>st</sup> day of November, 2024.

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Resolution 24-75 Agreement for the AHFC Frontier Housing Development Project in Kotzebue Page 2 of 2

CITY OF KOTZEBUE	
Derek Haviland-Lie, Mayor	
ATTEST:	[SEAL]
Paeton Schaeffer, City Clerk	

Attachment: Exhibit A – Agreement for AHFC Frontier Housing Development Project [4 pages]

#### Agreement for the AHFC Frontier Housing Development Project in Kotzebue

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_, 2024, by and between the City of Kotzebue (hereinafter referred to as "the City"), Kikiktagruk Inupiat Corporation (hereinafter referred to as "KIC"), and the Alaska Housing Finance Corporation (hereinafter referred to as "AHFC").

The purpose of this Agreement is to outline the roles, responsibilities, and commitments of each party as they work collaboratively to execute the Frontier Housing Development Project ("the Project"), providing essential housing solutions for residents of Kotzebue.

#### 1. Scope of Agreement

- The parties agree to cooperate fully in executing the Project, with the primary objective of KIC's designing, constructing, and delivering housing for residents in Kotzebue.
- Each party acknowledges and agrees to fulfill its designated role as outlined below to ensure the successful completion of the Project in a timely and efficient manner.

#### 2. Roles and Responsibilities

#### City of Kotzebue

- **Administrative Support**: The City shall provide administrative support, ensuring compliance with grant requirements and assisting KIC in the reporting processes.
- Quarterly Reporting: The City shall receive and review copies of quarterly reports from KIC detailing progress, costs, and any adjustments to the Project plan. Original reports will be forwarded to the appropriate authorities per grant requirements.
- Compliance Assistance: The City may provide support in regulatory compliance matters if requested by KIC, but the City will have no direct or indirect involvement in the design, construction, or management of Project finances.

#### **Kikiktagruk Inupiat Corporation (KIC)**

- **Project Design and Construction**: KIC shall be solely responsible for the design, engineering, and construction of housing units as outlined in the Project specifications.
- **Reporting Obligations**: KIC shall submit detailed quarterly reports to AHFC and the City, including progress updates, cost breakdowns, and any challenges or changes in scope.
- Adherence to Standards: KIC shall ensure that all construction complies with relevant housing codes, regulations, and quality standards to provide safe and adequate housing for residents.

#### **Alaska Housing Finance Corporation (AHFC)**

• **Grant Administration and Oversight**: AHFC, as the grantor agency, shall oversee the funding for the Project and ensure that grant funds are utilized appropriately.

- **Funding Distribution**: AHFC agrees to provide funding directly to KIC upfront to cover Project costs, with subsequent fund distributions contingent upon the review of KIC's quarterly reports.
- Quarterly Financial Review: AHFC shall coordinate with the City to maintain transparency regarding all financial aspects of the Project and work closely with KIC to monitor expenses and adherence to budgetary constraints.

#### 3. Reporting and Communication Protocols

- Quarterly Reports: KIC shall submit quarterly reports to AHFC and the City, detailing:
  - Project milestones and timeline updates.
  - o Detailed financial expenditures with supporting documentation.
  - o Variances from the initial Project plan or budget.
  - o Challenges encountered and strategies for resolution.
- Regular Check-Ins: Representatives from each party shall participate in scheduled
  meetings, either in person or virtually, to review progress, address concerns, and ensure
  alignment with Project objectives.
- **Dispute Resolution**: In the event of any disputes, the parties agree to engage in mediation before seeking formal legal remedies.

#### 4. Funding and Financial Obligations

- **Upfront Funding**: AHFC agrees to provide upfront funding to KIC to facilitate the initiation and continued progress of Project activities.
- **Quarterly Reconciliation**: Upon receiving quarterly reports from KIC, AHFC will review expenditures and approve further fund distributions as needed. The City shall be informed of all financial approvals and fund distributions for administrative records.
- Use of Funds: All funds provided by AHFC must be used strictly for Project-related expenses. Any unspent or misused funds by KIC are subject to review and possible reallocation per AHFC's discretion.

#### 5. Compliance and Regulatory Obligations

- Compliance with Laws: All parties agree to comply with applicable federal, state, and local laws, including housing codes and standards relevant to the Project.
- Audit Rights: AHFC reserves the right to audit the financial records related to the Project to ensure funds are used appropriately. KIC and the City agree to provide all necessary documentation upon request.

#### 6. Term and Termination

- **Term of Agreement**: This Agreement shall commence on the date above and continue until the completion of the Project or until terminated as provided herein.
- **Termination**: Any party may terminate its respective participation in this Agreement with thirty (30) days' written notice to the other parties. In the event of termination, all obligations incurred prior to the termination date shall remain enforceable.

#### 7. Miscellaneous Provisions

- **Amendments**: This Agreement may be amended only in writing and signed by authorized representatives of each party.
- Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, representations, or agreements.
- Governing Law: This Agreement shall be governed by the laws of the State of Alaska.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

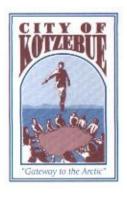
# [SIGNATURES NEXT PAGE]

City of Kotzebue	
Signature:	
Name: Tessa Baldwin	
Title: City Manager	
Date:	

**Kikiktaqgruk Inupiat Corporation (KIC)** 

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tion (AHFC)
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This Agreement outlines a collaborative framework for ensuring that the Frontier Housing Development Project is executed efficiently and effectively, meeting the housing needs of Kotzebue residents while adhering to grant requirements.



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#### **CITY OF KOTZEBUE RESOLUTION NO. 24-77**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO SUBMIT A BACKUP GENERATOR GRANT APPLICATION TO THE **STATE OF** ALASKA, **DEPARTMENT** OF **ENVIRONMENTAL** CONSERVATION, DIVISION OF WATER, STATE REVOLVING FUND PROGRAM ("SRFP").

> WHEREAS, the State of Alaska has a SRFP for the purchase of backup generators;

> WHEREAS, the Devil's Lake and Vortac Lake pump houses (which supply raw water to the residents of Kotzebue) have no backup power in the event of a power outage; and,

> WHEREAS, as set forth in the Backup Generator Grant Application attached hereto as Exhibit A the mobile generator will be connected to raw water pump(s) to provide power in the event of a power outage..

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue authorizes the City Manager or her designee to complete and submit the Backup Generator Grant Application attached hereto as Exhibit A.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 5<sup>th</sup> day of December, 2024.

CITY OF KOTZEBUE	
Derek Haviland-Lie, Mayor	
ATTEST:	[SEAL]
Paeton Schaeffer, City Clerk	
Attachment: Exhibit A – Backup Generato	or Grant Application [2 pages]



# **Division of Water State Revolving Fund Program**

С	Section X, Item a)
	,

# **Backup Generator Grant Application**

APPLICANT INFORMATION				
Public Water System Name:	KOTZEBUE MUN. WATER SYSTEM Ownership		✓ Municipal ☐ Private non-profit	
Public Water System ID No.:	AK2340060 Classific		☑ CWS □ NTNC	
System Owner/Grantee:	: City of Kotzebue			
*Project Contact Name:	Russ Ferguson	UEI No.:	(Required	
*Project Contact Title:	Public Works Director	Mailing Address:		
*Phone Number:	907-412-1780	City/State:	Kotzebue, AK	
*Email Address:	rferguson@kotzebue.org	Zip Code:	99752	
Note: *Not a consultant. CWS = Community Water System NTNC = Non-Transient, Non-Community				
GENERAL INFORMATION				

		<u> </u>	<u> </u>	<u> </u>		
GENERAL INFORMATION						
Population Served:	3200	# of Service Connections:	1194	<b>Generator Type:</b>	☐ Sta	ationary 🗹 Portable
Do you currently have a generator to operate the critical water system facilities? ☐ Yes ☑ No						
What will be the source of fuel for the new emergency power generator?  ☐ Diesel ☐ Propane ☐ Natural Gas						
What is the size of the generator you are looking to purchase? (in kilowatts)						
Will the generator provide sufficient capacity to maintain critical system electrical components?*    ✓ Yes □ No						
Project estimated start date: 12/15/2024 Estimated completion date: 2/1/2025			25			

Note: \*It is important to purchase a generator that can maintain critical system electrical components. If the answer is no, please provide an explanation under the Project Description as to why the sufficiently sized generator could not be purchased and how the generator will maintain the critical system electrical component.

PROJECT COMPONENTS AND ASSOCIATED COST				
(Cost should only reflect what will be paid for using this grant and cannot exceed \$75,000)				
Generator (procurement only):	\$	50000		TOTAL
Installation:	\$			
Electrical work to accept generator:	\$	6000		00400
Security (e.g. security fencing):	\$		\$	60100
<b>Fuel storage, piping, etc.</b> (actual fuel is not to be included):	\$			
Other: Shipping	\$	4100		

#### **PROJECT DESCRIPTION**

Describe how the work will be accomplished.

A mobile generator will be procured in concurrence with the City of Kotzebue's procurement process. The mobile generator will be shipped from Anchorage to Kotzebue. 3-phase, 208-V cables (included under "Electrical work to accept generator") will be attached the mobile generator. A new switch will be provided in the Devil's Lake and Vortac Lake pumphouses to allow the pumps to transfer from line power to the generator. In the event of an outage, the mobile generator will be connected to the raw water pump(s) to provide power.

Contact: dec.srfprogram@alaska.gov

Website: https://dec.alaska.gov/water/technical-assistance/state-revolving-fund/

#### **CERTIFICATION**

The authorized representative certifies that the information submitted in this application is true and correct to the best of his/her knowledge and that he/she is authorized to sign and submit this application. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable rules and regulations of the Alaska Department of Environmental Conservation and the terms and conditions of the grant agreement.

Print Name:	Title:	Signature:	Date

PREPARER'S NAME AND SIGNATURE			
Print Name: Title: Signature: Date			Date

#### **APPLICATION SUBMITTAL OPTIONS**

**Email:** dec.srfprogram@alaska.gov



Mail: Alaska Department of Environmental Conservation/State Revolving Program 555 Cordova Street, Anchorage, AK 99501

#### ADDITIONAL INFORMATION

- 1. Eligibility: Grants will be made available to community water systems serving populations of 3,300 or less.
- 2. Applicant Information: Print or type the applicant information. The applicant is the entity that will receive the grant, if awarded. The contact noted on the application should be knowledgeable about the application and able to be contacted during business hours.

Prior to receiving funding assistance, the entity must have a SAM.gov Unique Entity Identifier (UEI) and the UEI must be included on the application. Applicants may obtain a UEI at no cost from the System for Award Management (SAM) website: https://www.sam.gov/SAM/. Should you need assistance with this process, call the tollfree help desk at 1-866-606-8220 or learn more at https://www.fsd.gov/gsafsd\_sp. Applicants who have a prior enrollment with SAM.gov should only have to log into their account to obtain their UEI. Applicants must attach a screenshot/printout of the SAM.gov website showing the applicant's UEI to this Backup Generator Grant application.

The authorized representative is the person designated by the application to sign official documents and to speak on behalf of the applicant on project related matters.

Please provide a telephone number that will be answered during workday hours.

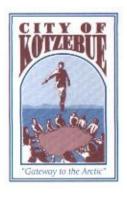
- 3. Backup Generator Program Guidelines: The guideline is laid out on the Backup Generator Program website at: https://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund/backup-generator-grant/
- 4. Application Submission: Sign the application; attach any additional information that will enable the department to prioritize your project needs.



Incomplete applications will be returned. The project must result in fully installed and

Contact: dec.srfprogram@alaska.gov

Website: https://dec.alaska.gov/water/technical-assistance/state-revolving-fund/



#### CITY OF KOTZEBUE RESOLUTION NO. 24-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE AN AGREEMENT WITH ALTMAN ROGERS & COMPANY, CPAs, FOR CY2025 ACCOUNTING AND ADVISORY SERVICES.

**WHEREAS,** the City of Kotzebue is in need of accounting and advisory services for CY2025;

**WHEREAS,** Altman Rogers & Company has provided these services in the recent past; and,

WHEREAS, Altman Rogers & Company has provided a proposed new Agreement for CY2025 as set forth in Exhibit A attached hereto and incorporated by reference herein.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Kotzebue authorizes the City Manager or her designee to execute the Agreement with Altman Rogers & Company attached hereto as Exhibit **A**.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 5<sup>th</sup> day of December, 2024.

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Resolution 24-78 Agreement with Altman Rogers for CY2025 Page 2 of 2

CITY OF KOTZEBUE	
Derek Haviland-Lie, Mayor	
ATTEST:	[SEAL]
Paeton Schaeffer, City Clerk	

Attachment: Exhibit A – Altman Rogers Agreement CY2025 [9 pages]



# City of Kotzebue, AK

Accounting & Advisory Services Agreement

September 18, 2024



9/18/2024

Ms. Tessa Baldwin City of Kotzebue P.O. Box 46 Kotzebue, AK 99752

Dear Ms. Baldwin,

We are pleased to submit this agreement to engage with Altman, Rogers & Company for your accounting and advisory needs. This agreement explains the terms and objectives of our accounting and advisory services and to clarify the nature and extent of the accounting and related services to be provided.

If the accounting and advisory services our firm provides is expanded or altered in any other way, this accounting and advisory service agreement will be amended and signed by both parties. Those changes will supersede any prior accounting and advisory service agreements.

We welcome this opportunity to provide your organization the quality of services our current clientele has come to expect.

If you have any questions regarding this agreement, please contact your engagement principal:

This agreement will be in effect until either party terminates the engagement.

Steve Wadleigh, CPA
Principal
(907) 274-2992
stevew@altrogco.com

#### Your Responsibilities

You authorize Altman, Rogers & Co. to accept instructions from you and/or from the staff you designate for this engagement.

A representative of City of Kotzebue is responsible for assuming all management responsibilities, and for overseeing any accounting or related services we provide. This representative should be, when possible, an individual within senior management who possesses suitable skill, knowledge, or experience. In addition, a representative for your organization is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, we will inform you of any material errors and of any evidence or information that comes to our attention during the performance of our review procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of the review process regarding illegal acts that may have occurred, unless they are clearly inconsequential. We are not responsible for identifying items or issues with accounting records prior to your engagement with our firm.

You should retain all accounting documents including canceled checks and other data for your income tax purposes. These may be necessary to prove the accuracy and completeness of any returns filed with a taxation authority. We will not keep any of your original records, and any original records we are provided during the course of our engagement will be returned to you upon termination of this agreement.

You agree you are responsible for the proper recordkeeping of transactions in the records, the safekeeping of assets, and the preparation and fair presentation of the financial statements in accordance with GAAP—accounting principles generally accepted in the United States of America, the cash basis of accounting, and the basis of accounting City of Kotzebue uses for income tax purposes. In addition, we have no responsibility to identify deficiencies or material weaknesses in your internal control as part of this engagement.

You are responsible to make staff available during our ongoing work with you, provide timely responses to questions and calls for decisions, and devote the resources necessary to achieve the objectives of the engagement. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services. We reserve the right to suspend or terminate our work. Upon suspension or termination, we will use commercially reasonable efforts to transfer information in our possession that City of Kotzebue is entitled to per the AICPA Code of Professional Conduct to the City of Kotzebue or its designated representative.

Any information, data, or documentation required by Altman, Rogers & Co. to meet any filing or reporting deadlines for those services listed in Exhibit B must be received timely. Any penalties or fines incurred by City of Kotzebue due to late filing or reporting because of missed deadlines due to data received late by Altman, are the responsibility of City of Kotzebue.

City of Kotzebue owns the data that Altman, Rogers & Co. processes and reports on behalf of City of Kotzebue. If we provide customized reporting created by our staff for use by City of Kotzebue, such customized reports are the property of Altman, Rogers & Co.

It is your responsibility to report and/ or file any business-related licenses.

#### Requests for Additional Services

We want to ensure that you are never surprised by the price for any service we provide. Therefore, we have adopted a "Service Order" Policy. If you request that we provide services beyond those outlined in this agreement we will be happy to provide you with a "Service Order" outlining the scope of that request, our fees, and anticipated timeline for those services. Although we strive to meet your needs, we reserve the right to decline a request for additional services that is outside the scope of services we provide, our expertise or for any other reason. A "Service Order Request" form is provided in Exhibit D. Any such requests will be considered addendums to this agreement.

#### Staff Engagement

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within two (2) years of when they last worked for Altman, Rogers & Co., we will be due a finder's fee equal to 100% of the annual salary they were earning as of their last day of employment. Payment will be due within ten (10) days of your receipt of our invoice.

#### Transfer of Information and Documents

Due to the increase in mail and financial fraud, we require that all documentation and data be submitted electronically. We cannot be held responsible for documents sent via mail that is not received by our firm.

We will not keep client check stock on hand. If City of Kotzebue uses manual checks, City of Kotzebue is responsible for distribution of said checks.

We will not handle cash for clients. If City of Kotzebue accepts cash payment, City of Kotzebue is responsible for its storage and deposit.

#### Technology Disclaimer

Altman, Rogers & Co. does not assume liability for third party applications, warranties, etc.

City of Kotzebue is responsible for backing up and maintaining its computer systems.

All costs for application hosting, if not paid directly by City of Kotzebue are due in full in advance of each purchase. Depending on the nature of the purchase, you may be billed by our firm or by the vendor directly. Payment for ongoing subscription services (such as application hosting) requires automatic billing to your credit card or checking account.

#### On- Site Requests

If you request on-site training, advisory, or other consulting services from our firm, all fees will be billed at a fee of \$225.00 per hour plus travel and any out-of-pocket expenses.

All estimated time and trip charges are due and payable to confirm appointment. In the event that you cancel a scheduled appointment, any airfare or other charges we have already incurred related to this appointment will be nonrefundable. Appointment cancellations received with less than forty-eight (48) hours' notice will be considered 100% billable and nonrefundable.

#### Legally Required Services

In the event that we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates at the time the services are performed. We will request a retainer payment in advance of the services being performed, as well as ongoing replenishments of the retainer. You also agree to reimburse us for all out-of-pocket expenses incurred in that regard.

#### Confidentiality

Altman, Rogers & Co. agrees to take reasonable steps to protect all Confidential Information and to use the Confidential Information only in connection with performing the services hereunder. For purposes of this agreement, Confidential Information shall mean any and all information which is private and not in the public domain about City of Kotzebue that is provided, obtained, or produced in connection with the services in written, oral, digital or other tangible form, including, without limitation, all information furnished at any time relating to City of Kotzebue's business, customers, intellectual property, processes, strategies, all portions of any analyses, compilations, data, studies, or other documents prepared by Altman, Rogers & Co. that contain or are based on any furnished information or that reflect its review of such information, and any and all information concerning City of Kotzebue's plans and activities, ideas, projects, software, methodologies, processes, tools, experience, customers and suppliers, financial information, and any other information, which ought reasonably under the circumstances to be considered confidential (the "Confidential Information"). Altman, Rogers & Co. agrees to take reasonable steps necessary to ensure that the confidentiality of the Confidential Information is maintained and that such Confidential Information is protected from unauthorized disclosure, but not to a greater extent than City of Kotzebue itself uses to protect Confidential Information. Without limiting the generality of the foregoing, Altman, Rogers & Co. shall not disclose Confidential Information to any party outside its organization, without the prior written approval of City of Kotzebue. Altman, Rogers & Co. represents that, as a matter of policy, it informs its personal concerning maintaining the confidentiality of client information. The parties hereto agree that equitable relief, including injunctive relief and specific performance, shall be available in the event of any breach of the provisions of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement but shall be in addition to all other remedies available at law or equity.

You assume all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry.

You acknowledge that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents, which we make available to you, are confidential and proprietary to us. Any and all new documents created as a result of this engagement will automatically become our property. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This agreement will apply to all materials whether in digital or "hard copy" format. Any requested workpapers from Altman, Rogers & Co. will be provided in Portable Document Format (.PDF) to ensure the integrity of the information reported.

#### Insurance

City of Kotzebue confirms that the appropriate business and other related insurance are in place to cover the scope of this agreement and any service order additions or amendments. In turn, Altman, Rogers & Co. carries professional liability and other insurance required to operate as a certified public accounting firm.

#### Third Party Disclosure and the use of Third Party Services

Unless you indicate otherwise, you consent to and authorize our firm to transmit confidential information that you provide to us to third parties in order to facilitate delivering our services to you. Examples of such transmissions may include, but are not limited to, the access to your contact information by members of our team (independent contractors such as consultants, administrative assistants, or third party developers), transfer of accounting information and other data files via the internet, online back-up services, web site developer and hosting services (for newsletter and order processing), or a credit card processing company. We only work with established companies that we believe to be reputable and that have demonstrated their commitment to safeguarding your data. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

#### Electronic (Email) Communications

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Record Retention**

During the course of our work with you, we will use one or more third party applications (including internet-based application providers) to provide portions of our services to you. This may include online filing of your Accounts Payable or other business documents. By signing this agreement, you confirm that you understand the services being provided and also agree that Altman, Rogers & Co. is not liable for record retention or any other aspect of the services provided by these 3<sup>rd</sup> parties, even if we absorb the cost (in part or in full) of a third party service as a benefit to you. You at all times assume responsibility for a decision to maintain hard copies of your original documents or to limit your document retention to the digital copies stored by the web application.

It is our policy to keep our electronic and work paper files electronically for seven (7) years, unless otherwise required by tax or other regulatory agencies. All work paper and miscellaneous report copies that we are not required to retain are discarded at the conclusion of the engagement. At the end of seven (7) years, electronic files may be erased.

In the unlikely event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly as our work is complete. We do not keep copies of all documents. It is your responsibility to safeguard your documents in case of future need. We may occasionally keep some copies we deem necessary to our work. Our workpapers are the property of our firm and will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. Our workpapers are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. Our policies require that we maintain workpapers for seven (7) years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

#### Mediation/Arbitration

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

City of Kotzebue and Altman, Rogers & Co. both agree that any dispute over fees charged by Altman, Rogers & Co. to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Altman, Rogers & Co., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

#### Third Party Settlements

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

#### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to the principles of conflicts of law thereof.

#### Assignment

All obligations provided under this Agreement are between Altman, Rogers & Co, and City of Kotzebue and neither party shall assign any rights or delegate any obligations hereunder without the other party's prior written consent. Any attempted assignment without the required consent shall be null and void.

#### Conclusion

This letter sets forth the entire agreement relating to our work with you. This letter supersedes any prior agreements, discussions or understandings. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement. As indicated earlier in this agreement, you may request that we perform additional services at a future date beyond the scope of this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional service will necessitate that we issue a Service Order as an addendum to this agreement, or a separate agreement to reflect the obligations of both parties. This agreement and any stated fees will expire within ten (10) days of the agreement date unless signed and accepted within that time. At that time, Altman, Rogers & Co. reserves the right to amend this agreement and the terms that lie within.

Any additional entities for which we are engaged to perform services will be documented in a separate agreement.

#### AGREED TO AND ACCEPTED:

The foregoing is in accordance with my understanding of your engagement to provide accounting and related services. The terms in this agreement are acceptable and are hereby agreed to.

Sincerely,

Steve E. Wadleigh, CPA

Principal

ALTMAN, ROGERS & CO.

#### APPROVED:

The above letter and the supporting Exhibit (s) confirms o	ur understanding of the services to be performed and the
limitations of those services.	

Signature Title

Printed Name Date

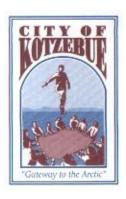
#### **EXHIBIT A: Scope of Work**

Service Type	Monthly	Quarterly	<u>Annually</u>	<u>Other</u>
I. Advisory Services				
Prepare financial statements (internal use only) <sup>1</sup>				
Budgeting and/ or Forecasting			XX	
Recurring management reporting and consulting meeting with client representative				
Key Performance Indicators (KPIs)				
(Reporting on key areas to help organization's overall long-term performance)				
If KPIs are required, what type of reporting is needed:				
Revenue Growth				
Current Accounts Receivables				
Operational Cash Flow				
Other:				
Audit Prep			XX	
Controller/ Financial Manager/ Finance Director (Virtual)				
CFO (Virtual)				XX

#### **EXHIBIT B: Fees**

Our rates for these services for the current calendar year are as follows and are subject to annual increases:

Staff Level	Rate Per Hour
Senior Advisory Consultant	\$225
Partner Rate (if needed)	\$325



#### CITY OF KOTZEBUE RESOLUTION NO. 24-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE POST HOC, ERGO PROPTER HOC, TO FINALIZE AND EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS /AGREEMENT WITH THE SUCCESSFUL, RESPONSIBLE BIDDER(S) TO THE CITY'S RFP FOR A DESIGN/BUILD PROPOSAL FOR THE WATER TREATMENT PLANT FILTRATION SYSTEM UPGRADE DESIGN/BUILD PROPOSAL AS SET FORTH HEREIN.

WHEREAS,

the City of Kotzebue issued an RFP for a design/build proposal for the water treatment plant filtration system upgrade with a closing date/time of 5:00pm AKST on Monday, December 2, 2024, for the submittal/response to the RFP and an evaluation committee review on Friday, December 6, 2024, in order to expedite this much needed public health improvement, if possible, before the late winter/early spring manganese episodic return;

WHEREAS,

the only response to the RFP received as of 5:00pm AKST on Monday, December 2, 2024, came from Drake/DOWL as set forth in Exhibit **A** attached hereto and incorporated by reference herein; and,

WHEREAS,

the evaluation committee as set forth in the RFP will meet on Friday, December 6, 2024, to review and evaluate the submittal/response from Drake/DOWL using the criteria set forth in the RFP and determine if the Drake/DOWL submittal/response is responsive and in the best interest of the City of Kotzebue and make a recommendation to the City Manager whether or not to finalize and execute the appropriate contract documents/agreement with Drake/DOWL.

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**Resolution 24-79** 

*Pro Hoc, Ergo Propter Hoc* Re: WTP Filtration System Upgrade Design/Build Contract Page 2 of 2

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Kotzebue authorizes the City Manager or her designee to *post hoc, ergo propter hoc*, after advice and consultation with the City Attorney, Planning Director and Public Works Director and only after a favorable recommendation from the evaluation committee to finalize and execute the appropriate contract documents/agreement with Drake/DOWL for the Water Treatment Plant Filtration System Upgrade Design/Build Project as set forth in the Drake/DOWL submittal/response attached hereto as Exhibit **A**.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 5<sup>th</sup> day of December, 2024.

CITY OF KOTZEBUE	
Derek Haviland-Lie, Mayor	
ATTEST:	[SEAL]
Paeton Schaeffer, City Clerk	
Attachment: Exhibit A – Drake/D	OWL Submittal/Response to RFP [29 pages]
[Note: the Latin phrase <i>post hoc</i> , this [Resolution], therefore because	ergo propter hoc as used herein has the legal meaning "after se of this [Resolution]."]



December 2, 2024

City of Kotzebue 258A Third Avenue PO Box 46 Kotzebue, Alaska 99752

Subject: Water Treatment Plant Filtration System Upgrade Design/Build Project

Dear Members of the Selection Committee:

The Kotzebue Water Treatment Plant (WTP) was an important project for the community, but its current filtration system is not keeping up with springtime water conditions. To support the fluctuations in water quality, the City of Kotzebue (City) is seeking a design/build team to get an upgraded system in place by Spring 2025. Having drinkable water is an important part of any community, and the City's prioritization of this project is admirable.

As firms whose employees work and reside in Kotzebue, Drake Construction Inc. (Drake) and DOWL are eager to team up to help the City solve this issue. Proposed Construction Project Manager Daniel Paajanen has worked in Kotzebue for more than 20 years and is intimately familiar with the City's infrastructure. Design Manager Chris Maus, PE brings vital experience in Kotzebue's water systems, while Senior Water Treatment Process Engineer Stephan Bradley offers 30+ years of expertise in membrane filtration and has been key in past WTP projects.

The Drake/DOWL team brings the following key benefits to the WTP project:

- ▶ Successful Project Management Team. The Drake/DOWL team has already been involved in the WTP and has specific understanding of this project and the system's challenges. Because of this, we can pick up where the WTP design project left off and develop solutions more quickly than another firm could.
- ▶ Understanding of the Project. Both Drake and DOWL have been involved with the water plant construction as subcontractors and subconsultants. Stephan was on-site multiple times for troubleshooting and commissioning. DOWL did not design the treatment process, but is intimately familiar with it. This team deeply understands why this project is important as many of our team members have seen first-hand the springtime water quality issues that this project seeks to correct.
- ▶ Familiarity with the Community. Previous project work in Kotzebue has given our team the opportunity to build rapport with the City's staff, and the residents and stakeholders who will be impacted by this project. Our established relationships will support efficient communications that will help resolve issues in the field to keep the project moving with minimal disruption to City staff.

The Drake/DOWL team is committed to the City of Kotzebue. Simply put, we would not propose on this contract if we did not believe we were the best team to help the City out of this challenging situation. We are excited to bring our team's dedication and expertise to improve the health and livelihoods of the residents of Kotzebue.

I am authorized to bind the firm to this contract and will be the primary point of contact should you choose to select the Drake/DOWL team for this important project. We look forward to working with you!

Sincerely,

**Toby Drake** 

President/Owner 907.442.3512

tdrake@drakeconstruction.net

Daniel Paajanen

Project Manager 907.442.3512

dpaajanen@drakeconstruction.net

#### 1. TECHNICAL APPROACH

The Drake/DOWL team is keenly aware of the importance of this project for the City of Kotzebue (City). We must quickly come to a solution that can also be implemented quickly. We are also aware of significant planning that has occurred with the City's previous contractor and engineering firm. Our approach will be to build on what has been done and to make decisions swiftly to get to construction.

#### **Kickoff**

The project will begin with a Drake/DOWL kick-off meeting in Kotzebue as soon as Notice to Proceed (NTP) is granted. The team will discuss the following:

- Current plant performance with Iron (Fe) and Manganese (Mn) removal
- Current plant performance for disinfection by-products (DBP) removal
- Available space within the existing plant

This team, which is further discussed in 2. Experience and Qualifications, will consist of the following: Dan Paajenan (Drake), Michael Peters (Drake), Stephan Bradley (DOWL), Chris Maus (DOWL), and Brita Mjos (DOWL). Additional staffing resources can be added as project capacity or expertise requires.

#### **Alternatives Evaluation**

There are at least three options for major improvements that could stop the issues arising from elevated Mn and Fe levels in the source water:

- Additional Contact Tank to increase contact time for removal mechanisms
- Media Pre-filtration System ahead of existing ultrafiltration (UF) and nanofiltration (NF) modules, using either greensand or pyrolucite
- 3. Dissolved Air Flotation System before the existing contact tank
- 4. Addition of Media Polishing Filters

A preliminary assessment of these alternatives is shown in **Table 1** below. Our team also recognizes the best solution, if funding allows, will be to implement a combination of the alternatives.

Each of these three alternatives require further evaluation for:

- Compatibility with the existing plant
- Speed of procurement and installation
- ► Effectiveness in removing Fe and Mn, and DBP precursors
- Design and construction costs

This evaluation will lead to a recommendation for procuring one of these systems. Once the preferred alternative is selected, procurement will commence immediately as subsequent steps are undertaken.

#### **Design of Selected Alternative**

Regardless of which alternative is selected, it is critical to begin the major treatment equipment procurement while the process design proceeds. Our preliminary research indicates that some of the potential alternatives (such as the filter vessels) are available and could ship quickly.

Our team will develop design documents showing how the selected alternative will be placed inside the existing plant. These drawings would include process flow diagrams and equipment general arrangements. Preliminary research indicates that Alternatives 1, 2, and 4 could all be completed for less than \$1 million each, so completing two of these alternatives is a possibility.

Our team includes TecPro (a division of Koniag) for system controls. Regardless of the preferred alternative, a controls component will be required. TecPro is the best fit for automating valves and level sensors, and integrating the systems into the plant SCADA, having done all of the automation and integration of the City's existing SCADA system.

#### **Procurement of Ancillary Equipment**

Following the design of the systems, the Drake/DOWL team will procure the piping and fittings for the selected alternative. The Drake/DOWL team is the only team that will be able to organize winter mobilization of this equipment. Drake will receive and organize incoming shipments at their facilities in Kotzebue, avoiding storage of the equipment at the already-cramped facility.

# Installation and Implementation of Selected Alternative

Installation and implementation is completely dependent on the availability of products, but our team will be ready to install them when they arrive. Physical installation will only take a few weeks once all products are on-hand.

Once the system is installed, the Drake/DOWL team will be on-site for a system commissioning. This on-site commissioning will include Drake, DOWL, TecPro, and equipment (filters, Dissolved Air Flotation System tank, etc.) manufacturers.

Having all players work together during commissioning is essential for imparting full system knowledge to the operators. This approach excludes pilot testing, which is usually necessary to validate the technology. Due to time constraints, we will instead test worst-case scenarios for Fe and Mn levels, increasing them by an agreed-upon safety factor.



OPTIONS	1. Additional Contact Tank	2. Addition of Media Pre-Filtration System	3. Dissolved Air Flotation System	Section X, Item c) 4. Addition of Media Polishing Filters
Technical Specifications	Min. 18,000 gal. nominal tank (materials TBD).	Ion exchange resin customized for raw water quality, minimum three FRP pressure vessels.	Custom designed aluminum or stainless steel rectangular tanks, blowers, and accessories.	Greensand or ion exchange resin targeting specific remaining contaminants after the NF membrane stage. Minimum three FRP pressure vessels.
Advantages	<ul> <li>Does not increase process complexity</li> <li>Lower cost compared to other alternatives</li> <li>Can be rapidly deployed</li> </ul>	Would provide protection for the valuable membranes     Would physically remove other contaminants     ATEC indicates they have vessels ready to ship	<ul> <li>Original concept was developed during plant design</li> <li>Would provide protection from future algal blooms</li> <li>Would provide additional oxidation and contact time</li> <li>Allows for skimming of floatable organics and some clarification / solids settling</li> <li>Good at reducing foulants that negatively impact UF Membrane, potentially providing significant performance increase in UF stage</li> </ul>	Original concept was developed during plant design     Located in "cleanest" water available, thus minimizing load on new resin / Greensand     Allows targeting of specific contaminants not addressed elsewhere in the treatment scheme
Disadvantages	<ul> <li>Would add significant volume of cold water storage inside plant</li> <li>Tank would likely need to be assembled on-site to fit inside the plant</li> </ul>	<ul> <li>Increased backwash</li> <li>Additional automation</li> <li>Additional headloss for feed pumps</li> <li>Requires modified oxidation strategy</li> </ul>	Initial research indicates a Dissolved Air Flotation system would have to be custom designed and fabricated for this plant     Possibly require use of space in chemical storage area     Additional automation required	<ul> <li>Increased backwash water volume</li> <li>Additional automation required</li> <li>Additional power required for headloss</li> </ul>

## 2. EXPERIENCE AND QUALIFICATIONS

Drake is a general contracting firm with over 40 years' experience in all phases of construction including civil, underground utility, commercial building, pile foundations, demolition, aggregate mining operations and barging. Our company has been serving the City since 1982, and has worked with the City to build multiple water and wastewater projects. We deeply value the long-standing, positive relationship with the City.

Drake P.O. Box 338 Kotzebue, AK 99752 907.442.3512 DOWL has been providing services to communities across Alaska for 62 years. Our company was started in a garage in Anchorage and has since grown to comprise more than 530 employees across seven western US states, including 131 employees in our three Alaska offices. Our Anchorage office remains the firm's largest, and we have many long-term employees who will be committed to this project.

DOWL 5015 Business Park Blvd., Suite 4000 Anchorage, AK 99503 907.562.2000



Page 3 of 29

#### **Proposed Staff Experience**

Drake/DOWL has meticulously selected members based on their expertise and capability to efficiently execute the WTP Filtration System project. Our proposed staff are prepared to commence work immediately, identify the appropriate solutions, and implement them promptly.

Figure 1: Organizational Chart

CITY OF KOTZEBUE **Russell Ferguson** 

CONSTRUCTION PM

Daniel Paajanen

DESIGN PM

Chris Maus, PE CE-156282-AK

SUPERINTENDENT

Tim Kurka

MECHANICAL MANAGER

Jeff Nagle

TREATMENT PROCESS
Stephan Bradley, PE CE-12444-AK

MODELING

Dustin Wheeler, PE CE-54451-MT

CIVIL ENGINEERING Brita Mjos, PE CE-214603-AK

SYSTEM CONTROLS

TecPro

Table 2: Proposed Staff

# **QUALIFICATIONS** STAFF | ROLE Daniel has been working on Kotzebue projects with Drake since 2001. He is a lifelong Alaskan and a project manager with 27 years of experience designing, surveying, and constructing water distribution and wastewater collection systems, as well as a a wide variety of infrastructure projects in Arctic regions of Alaska. Right out of school, Daniel worked for the City in the Capital Project Department where he learned about designing, building, and maintaining infrastructure in Arctic regions. He was also involved in grant **Daniel Paajanen** writing and interacting with funding agencies. **Construction Project Manager** Tim has 30 years of construction experience. He started with Drake in 2006 and has extensive experience in residential and commercial water and sewers services and mains, as well as lift stations and industrial piping. He has been involved in all phases of construction, including excavation, foundation, rough carpentry, mechanical and finish carpentry, as well as welding. Tim has completed past projects inside of the former WTP and current water storage tanks. Tim also has experience with construction survey and **Tim Kurka** project administration. Superintendent Jeff is a fully licensed mechanical journeyman with over 20 years of experience. Jeff's vast knowledge of rural Alaska and the importance logistics plays is valuable to the team. Jeff has completed several rural projects including Red Dog Camp remodel, Nome Wellness Training Center, as well as over 600 heating systems installed throughout the Bering Straits and Northwest Arctic Borough in the last 10 years. **Jeff Nagle Mechanical Manager**



Page 4 of 29

#### STAFF | ROLE

#### **QUALIFICATIONS**



**Chris Maus, PE** Design Project Manager

Chris brings more than 11 years of experience in rural water and wastewater, including the planning, analysis, and design of public, private, and tribal water/sewer systems. He specializes in water/sewer conveyance systems. He has experience in projects spanning the entire water and sewer lifecycle, including intakes, treatment plants, storage facilities and distribution, collection, treatment, and discharge. In addition to design work, he has authored various technical documents, and spent months in the field as an inspector, surveyor assistant, and owner's representative.

Chris was the lead project engineer on the ANTHC Kotzebue Lift Stations 1 and 7 Replacement project and was a technical reference for multiple recent ANTHC First Service water/sewer preliminary engineering reports (PER). He performed a quality control review on the Kotzebue Caribou and Turf Water Main Project. He is currently the lead project engineer on the Tanacross Sewer System Improvements and Tyonek Indian Creek Water System Replacement projects. Chris will bring his understanding of Kotzebue's climate, culture, and local construction challenges along with his good relationship with the public works department to the project team.



Stephan Bradley, PE **Treatment Process Technical** Services Lead

With more than 30 years of experience, Stephan is a senior water treatment process engineer who provides high-quality management and design consulting services, resulting in award-winning water and wastewater treatment plant projects. Stephan's chemical engineering expertise focuses on membrane filtration systems for municipal and industrial water treatment facilities and has extensive experience in water chemistry related to chemical pretreatment, flocculant size optimization, clarification, filtration, controls system design, and DBP reduction. Stephan has provided treatment alternative analysis for Alaska Native Tribal Health Consortium (ANTHC) projects throughout Northwest Alaska as well as detailed design, commissioning, and start-up assistance for WTPs in Kotzebue, Bethel, Wrangell, Ketchikan, and Thorne Bay. His unique experience in systems design using packaged treatment equipment provides for reduced construction and commissioning costs.



Brita Mjos, PE **Design and Project Administration** 

Brita's experience encompasses designing water distribution and sewer collection systems, modeling infrastructure capacity and buildouts, meeting one-on-one with project stakeholders, and conducting construction inspection and administration on projects across Alaska. In Kotzebue, she has worked on several piped water and sewer projects, including the Caribou and Turf Street Water Improvements, the Kotzebue Sanitation Utilities Master Plan, and the Kotzebue Sewer Collection Improvements. Her familiarity with Northwest Alaska and commitment to community- and climateappropriate solutions enhance her contributions. Additionally, Brita has been involved in the Bethel water distribution projects, showcasing her broad experience and dedication to high-quality infrastructure solutions. Brita was also involved in the administration of the initial WTP contracts, and is familiar with the initial water plant design and specifications.

#### **Project Experience**

Drake has been and will be a major part of the City's development. We have been available to help the City during emergency situations such as during the major freeze-up on Swan Lake Loop early in 2024. Specific capital projects on which Drake provided services include the following:

- ▶ Lift Station 2, 3, 5, 6, 8, 1, and 7
- Replacements
- Water Plant foundation and civil work (as a subcontractor)

Drake has also worked on many projects in Kotzebue and around the region for Fish and Wildlife Service, Alaska Airlines, Alaska Technical Center, and State of Alaska Department of Transportation.

#### Kotzebue WTP, Kotzebue, Alaska

DOWL and Drake have both been involved with construction and Uptown, Front, and a portion of Swan Lake Loop Water Main design of the existing WTP as subconsultants and subcontractors. While we did not design and build the treatment process, our team is intimately familiar with the treatment plant. DOWL



provided environmental permitting, survey, civil site design, and administered the construction contract through a contract directly with the City. Drake constructed the pad and foundation and was involved with much of the civil work. When the water plant was starting up and having significant issues, DOWL deployed Stephan Bradley three times as a subconsultant to the previous design firm to assist with start-up issues. TecPro provided all of the control and automation and is the only firm that can build on the systems without significant re-work. While our team is not responsible for the existing treatment deficiencies, we understand the plant and are ready to begin improvements on it.

#### Kotzebue Lift Stations 1 and 7, Kotzebue, Alaska

This project was led by DOWL and Drake. TecPro was also involved with the installation of the controls systems and integrating these two lift stations into the City's SCADA system. This project replaced the City's two terminal lift stations and has been successfully operating for about one year. In contrast to the water plant, this project had designated training and start-up services. This lift station project serves as a model for this exact team's services (Drake/DOWL/TecPro) and how we will deploy them on the WTP filtration system upgrades.

#### Bethel WTP Projects, Bethel, Alaska

DOWL has completed several WTP projects for the City of Bethel. For the Institutional Corridor Piped Water System project, DOWL provided geotechnical, survey, permitting, design, and procurement services for 7,000 feet of above-ground circulating water main. The team modeled the existing distribution system to find ways to combine loops to save thousands of feet of new main. DOWL provided planning, design, and construction administration for this project.

In addition, DOWL provided bid support and construction administration for replacement of the filter media and associated parts at the City Sub and Bethel Heights WTPs. We worked with the filter vendor to develop the bid package for this maintenance project. Overall, the project finished on time and under budget.

# Thorne Bay Water and Wastewater Treatment Plant, Thorne Bay, Alaska

The City of Thorne Bay operated a WTP not capable of producing drinking water that was compliant with all State and federal drinking water regulations because the current filtration plant was performing at or near its capability for removing DBPs precursors and was not able to maintain DBP levels in the distribution system below regulatory limits. DOWL completed a PER, jar testing study, and design analysis report in support of a grant application which was funded at just over \$1M to add a new nano-filtration system to remove additional total organic carbon (TOC) from the filtered water prior to chlorination. The system includes a completely new programmable logic controller (PLC) and SCADA system to integrate the existing and new filtration steps into a completely automated plant with remote monitoring capabilities.

## 3. EQUIPMENT MOBILIZATION

The Drake/DOWL team is the only contractor team readily available to receive equipment and materials in Kotzebue when they arrive in winter. Our team will not need to store incoming materials at the water plant until we are ready to construct. Drake has the necessary equipment standing by to receive all incoming project materials in Kotzebue and place them in our warehouse for storage and management:

- ► Low boy semi trailer and tractor
- ► Forklifts and telehandlers
- ► Front end loader with loading forks
- ▶ Warehouse space
- ▶ Office space for management of incoming shipments

Furthermore, the Drake/DOWL team has working relationships with all of the air carriers in Kotzebue and can work with them on short-term storage if needed.

#### 4. COST

#### **Cost Proposal**

The Drake/DOWL team's standard rates are included as an appendix to this proposal.

### 5. PROJECT TIMELINE

Our team understands the existing project budget and our approach will be to do as much as we can as quickly as we can with available funding. While the arrangement of the preferred alternative is not yet set, we know the ideal solution will be a mix of the above-mentioned options. Ideally, we would be able to increase the oxidation time and offer pre-filtration.

Initial conversations with filter manufacturers indicate that filter vessels could be ready to ship, but initial conversations with tank suppliers indicate that any tank would have to be made to order.

While we understand the critical need for the work to be done quickly, the Spring 2025 construction timeline will be a significant challenge. This compressed schedule does not allow for any sort of pilot testing of the preferred alternative. Upon initiation of the construction contract, the City and this team will need to discuss balancing the risk of fast deployment with no pilot testing and the current status of Mn levels. This team has the ability to install pilot systems if the City feels this is the best long-term approach.

The project timeline below assumes that no pilot testing would be included.

- ► Following NTP: Kickoff
- ▶ Weeks 2-4 after kickoff: Alternatives Evaluation
- ▶ Weeks 5-8 after kickoff: Design of Selected Alternative
- ► Weeks 9-12 after kickoff: Procurement of Ancillary Equipment
- Weeks 13+: Installation and Implementation of Selected Alternative

If pilot testing were allowed, it would begin around week 8, which would allow pilot testing through the worst water quality of the year (April-May). In this scenario, the installation and implementation would be pushed back many months but the confidence in the preferred alternative would increase.



Our team understands the importance of completing as much of this upgrade as possible as soon as possible with available funding, but following the NTP and some initial due diligence, it is in the City's best interest to consider how these systems will be deployed.

#### 6. REFERENCES

#### **Russ Ferguson:**

City of Kotzebue, 907.412.3656, rferguson@kotzebue.org

- ► On-Call Engineering Term Contract (ongoing)
- ► Kotzebue WTP (2024)

#### **Elizabeth Hodges:**

ANTHC, 907.729.4022, ehodges@anthc.org

► Lift Stations 1 and 7 (2024)

#### **Neil Strandberg:**

Section X, Item c)

State of Alaska Department of Transportation and Public Facilities, 907. 304.2394, neil.strandberg@alaska.gov

- ▶ White Mountain and Holy Cross Runway Rehabs (2021)
- ► Kotzebue Airport Roadway Repair (2024)

#### **Bill Arnold:**

City of Bethel, 907.543-2311, warnold@cityofbethel.net

► City of Bethel On-Call Engineering Term Contract (ongoing)

Figure 2: The Team's Kotzebue Experience

# City of Kotzebue Drake / DOWL Projects 2005 - Present

#### **Drake and DOWL Projects**

- Swan Lake Loop Replacement (Caribou and Turf)
- Sewer Lift Station 5, 6, and 8
- 3 Sewer Lift Station 1, 7 (ANTHC)
- Kotzebue Water Treatment Plant

#### **Drake Projects**

- 5 Uptown Water Main Loop Replacement
- 6 Front Loop Water Main Replacement
- 7 Lift Station 2 and 3 Replacement

#### **DOWL Projects**

- 8 Southern Loop Water Main Elimination
- 9 Front Loop Water Main Expansion
- 10 Devil's Lake Raw Water Source Improvement
- Washeteria Design
- 12 Vortac Lake Dam Inspection and Planning

#### **DOWL Community Wide Projects**

- Utility Rate Study
- Solid Waste O&M Management Database
- 2011 and 2021 Sanitation Utilities Master Plan
- System Wide SCADA and GIS Improvements
- Long-Range Transporation Plan

# **RATE SHEETS**



#### **RATE SHEET**

## **Proposed Staff Rates:**

ROLE	NAME	HOURLY RATE
Project Manager	Daniel Paajanen	\$360
Mechanical Manager	Jeff Nagle	\$350
Superintendent	Tim Kurka	\$275
Addtl. Labor	Various	\$250

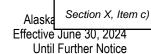
<sup>\*</sup>Note-Rates above include tools, housing, vehicle

## **Equipment:**

Will be charged from rate sheet

## Materials/Freight/Airfare/Consumables:

Cost + 30%



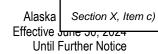


#### **ALASKA FEE SCHEDULE**

## **Personnel Billing Rates**

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$185	Engineer IX	\$250
Accounting Technician	\$120	Engineer X	\$280
Administrative Assistant	\$110	Engineering Technician I	\$100
Administrative Manager	\$125	Engineering Technician II	\$120
Biologist I	\$130	Engineering Technician III	\$135
Biologist II	\$140	Engineering Technician IV	\$150
Biologist III	\$150	Engineering Technician V	\$160
Biologist IV	\$160	Engineering Technician VI	\$175
Biologist V	\$205	Environmental Specialist I	\$120
CAD Drafter I	\$105	Environmental Specialist II	\$135
CAD Drafter II	\$120	Environmental Specialist III	\$150
CAD Drafter III	\$130	Environmental Specialist IV	\$170
CAD Drafter IV	\$140	Environmental Specialist V	\$175
CAD Drafter V	\$150	Environmental Specialist VI	\$190
Senior CAD Drafter	\$170	Environmental Specialist VII	\$210
Civil and Transportation Designer	\$135	Environmental Specialist VIII	\$225
Senior Civil and Transportation Designer	\$170	Environmental Specialist IX	\$245
Contract Administrator I	\$160	Environmental Specialist X	\$265
Contract Administrator II	\$185	Field Project Representative I	\$145
Corporate Development Manager	\$230	Field Project Representative II	\$160
Cultural Resources Specialist I	\$120	Field Project Representative III	\$190
Cultural Resources Specialist II	\$140	Field Project Representative IV	\$205
Cultural Resources Specialist III	\$145	Field Project Representative V	\$225
Cultural Resources Specialist IV	\$180	Geologist I	\$125
Cultural Resources Specialist V	\$195	Geologist II	\$135
Document Production Supervisor	\$150	Geologist III	\$160
Engineer I	\$135	Geologist IV	\$185
Engineer II	\$145	Geologist V	\$205
Engineer III	\$165	GIS Coordinator	\$175
Engineer IV	\$185	GIS Manager	\$185
Engineer V	\$195	GIS Specialist	\$145
Engineer VI	\$205	GIS Technician	\$110
Engineer VII	\$220	Graphics Designer	\$135
Engineer VIII	\$230	Senior Graphics Designer	\$165





Description	Rate	Description	Rate
Hydrogeologist I	\$140	Professional Land Surveyor IV	\$150
Hydrogeologist II	\$165	Professional Land Surveyor V	\$160
Hydrogeologist III	\$195	Professional Land Surveyor VI	\$165
Sr. Hydrogeologist	\$225	Professional Land Surveyor VII	\$175
Intern I	\$95	Professional Land Surveyor VIII	\$185
Intern II	\$105	Professional Land Surveyor IX	\$210
Laboratory Manager	\$125	Professional Land Surveyor X	\$220
Laboratory Supervisor	\$105	Professional Land Surveyor XI	\$255
Landscape Architect I	\$130	Project Administrator	\$135
Landscape Architect II	\$145	Project Assistant I	\$115
Landscape Architect III	\$160	Project Assistant II	\$130
Landscape Architect IV	\$175	Project Controller	\$165
Landscape Architect V	\$190	Senior Project Controller	\$185
Landscape Architect VI	\$200	Project Manager I	\$160
Landscape Architect VII	\$210	Project Manager II	\$175
Landscape Designer I	\$95	Project Manager III	\$190
Landscape Designer II	\$115	Project Manager IV	\$205
Marketing Assistant	\$105	Project Manager V	\$220
Marketing Coordinator	\$145	Project Manager VI	\$235
Marketing & Administrative Manager	\$225	Project Manager VII	\$250
Materials Technician I	\$95	Proposal Manager	\$140
Materials Technician II	\$105	Senior Proposal Manager	\$210
Lead Materials Technician	\$115	Public Involvement Assistant	\$115
Senior Materials Technician	\$125	Public Involvement Coordinator	\$155
Materials Manager	\$130	Public Involvement Planner	\$135
Planner I	\$120	Public Involvement Program Manager	\$200
Planner II	\$145	Real Estate Services Manager	\$180
Planner III	\$165	Right of Way Agent I	\$125
Planner IV	\$180	Right of Way Agent II	\$140
Planner V	\$190	Right of Way Agent III	\$155
Planner VI	\$200	Right of Way Agent IV	\$170
Planner VII	\$210	Right of Way Agent V	\$185
Planner VIII	\$225	Right of Way Agent VI	\$215
Planner IX	\$240	Right of Way Assistant	\$115
Planner X	\$280	Risk Manager	\$205
Planning Technician	\$110	Senior Manager I	\$240
Professional Land Surveyor I	\$120	Senior Manager II	\$260
Professional Land Surveyor II	\$130	Senior Manager III	\$270
Professional Land Surveyor III	\$140	Senior Manager IV	\$295





Description	Rate	Description	Rate
Senior Manager V	\$315	Survey Technician Supervisor	\$155
Senior Manager VI	\$335	Systems Administrator	\$155
Survey Technician I	\$90	Technical Coordinator	\$180
Survey Technician II	\$95	Utility Operator	\$145
Survey Technician III	\$100	Water Resource Specialist	\$195
Survey Technician IV	\$115	Water Rights Specialist I	\$160
Survey Technician IX	\$170	Water Rights Specialist II	\$190
Survey Technician V	\$120	Water Rights Specialist III	\$220
Survey Technician VI	\$130	Water Rights Technician I	\$105
Survey Technician VII	\$145	Water Rights Technician II	\$115
Survey Technician VIII	\$160	Water Rights Technician III	\$125

#### **Survey Crews**

One-Person Survey Crew	=	\$160 / hour
One-Person Survey Crew GPS/Robotics	=	\$180 / hour
Two-Person Survey Crew	=	\$240 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$280 / hour
Two-Person Survey Crew GPS/Robotics	=	\$255 / hour
Three-Person Survey Crew	=	\$350 / hour

#### Travel, Mileage, and Miscellaneous

Lodging = Cost per night
Airfare = Cost
Vehicle Usage – Passenger Cars = \$1.10/mile
Vehicle Usage – Trucks & SUV's = \$1.30/mile
Printing/Supplies/Phone/Fax/Postage = Note 3
In-House Usage Charges = Note 4

#### Per Diem

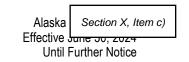
Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m.-3:00 p.m.), and dinner (3:00 p.m. to midnight).

					1st and	
	Breakfast	Lunch	Dinner	Incidentals	Last Day	Per Diem Rate
Anchorage	\$22.00	\$36.00	\$58.00	\$29.00	\$108.75	\$145.00
Fairbanks	\$16.00	\$27.00	\$43.00	\$22.00	\$81.00	\$108.00
Juneau	\$18.00	\$30.00	\$47.00	\$23.00	\$88.50	\$118.00

All other cities not listed above, use the following link:

Per Diem Rate Lookup | Defense Travel Management Office (dod.mil) (use section Per Diem Rate Lookup | Foreign & Non-Foreign OCONUS)





Description	Rate	Description	Rate

Use the following link for the meal breakdown:

https://aoprals.state.gov/content.asp?content\_id=114&menu\_id=75

#### **Notes**

- 1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
- 2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
- 3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
- 4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
- 5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

# **CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

Section X, Item c)

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).

COVEDACES	CERTIFICATE NUMBER: 040000007	DEVISION NUMBER.				
		INSURER F:				
Kotzebue AK 99752		INSURER E:				
PO Box 338		INSURER D:				
Drake Construction, Inc. Drake Investments, LLC		INSURER C:				
INSURED	DRAKECONST1	ınsurer в : Alaska National Insurance Company	38733			
	License#: 82353	INSURER A: Crum & Forster Specialty Insurance Co	44520			
		INSURER(S) AFFORDING COVERAGE	NAIC#			
Anchorage AK 99501		E-MAIL ADDRESS: skye.huls@marshmma.com				
Marsh & McLennan Agency LLC 1031 W 4th Ave, Suite 400	,	PHONE (A/C, No, Ext): 907-257-6352 FAX (A/C, No):				
PRODUCER		CONTACT NAME: Skye Huls				

#### COVERAGES CERTIFICATE NUMBER: 2123236807 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Х	COMMERCIAL GENERAL LIABILITY			EPK143370	4/2/2024	4/2/2025	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	Х	GL Ded \$5,000						MED EXP (Any one person)	\$ 10,000
	Х	Poll Ded \$5,000						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						Pollution	\$1,000,000
В	AUT	TOMOBILE LIABILITY			24DAS58088	4/2/2024	4/2/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α		UMBRELLA LIAB X OCCUR			EFX125073	4/2/2024	4/2/2025	EACH OCCURRENCE	\$ 5,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
		DED X RETENTION \$ 0							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY			24DWS58088	4/2/2024	4/2/2025	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	ndatory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
-					l .				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80. Applies to Company "A" only.

Re: Evidence of Insurance. Subject to said policy limits, terms, and exclusions.

CERTIFICATE HOLDER CA	ANCELLATION
-----------------------	-------------

Drake Construction, Inc. P.O. Box 338 Kotzebue AK 99752-0000 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Skye flule

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# CERTIFICATE OF LIABILITY INSURANCE

Section X, Item c)

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).

PRODUCER		CONTACT NAME:				
IMA, Inc Wichita PO Box 2992		PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No): 31		6-6254		
Wichita KS 67201		E-MAIL ADDRESS:				
		INSURER(S) AFFORDING COVERAGE		NAIC#		
	License#: PC-1210733	INSURER A: The Charter Oak Fire Insurance Con	npany	25615		
INSURED DOWN LLC	DOWLLLC-01	ınsurer в : The Travelers Indemnity Company		25658		
DOWL, LLC 15325 SE 30th PL. Suite 300		INSURER C: The Phoenix Insurance Company		25623		
Bellevue, WA 98008		INSURER D:				
		INSURER E :				
		INSURER F:				

## COVERAGES CERTIFICATE NUMBER: 372664480 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ISR ADDLISUBR POLICY EXP							
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Υ	P6305W324780COF24	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
	OB WING WINDE						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY	Υ	Υ	8105W3264352443G	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	UB5W3306692443G	5/1/2024	5/1/2025	X PER X OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	, .					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Number: 1163.64075.00; Project Name: COK - Water Treatment Plant Filtration; Client's Project Number: 2024-05.

Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions. General Liability, Automobile Liability and Workers Compensation Coverage(s) include 30 day notice of cancellation, subject to the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION		
City of Kotzebue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
PO Box 46 Kotzebue AK 99752	Butt Universe		

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territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

## G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

# H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

# I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

# J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

## Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

# K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- **c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

# L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- **(b)** A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

# M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

COMMERCIAL AUTO

Section X, Item c)

# 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

# N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.





# WORKERS COMPENSATION AND **EMPLOYERS LIABILITY POLICY** ENDORSEMENT WC 99 06 R3 (00) - 001

POLICY NUMBER: UB5W3306692443G

# NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS:

# Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

# **SCHEDULE**

# Name and Address of Designated Persons or Organizations:

**Number of Days Notice** 

"ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO

PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2.WE RECEIVE SUCH A WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT."

"THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."

30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**Endorsement Effective** Insured

Policy No.

Endorsement No. Premium \$

Insurance Company

Countersigned by \_

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

# **PROVISIONS**

The following is added to Paragraph A.1.c., Who
Is An Insured, of SECTION II – LIABILITY
COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

# c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

# d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

#### 5. Premium Audit

- **a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

# 6. Representations

By accepting this policy, you agree:

- **a.** The statements in the Declarations are accurate and complete:
- **b.** Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

# 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- Separately to each insured against whom claim is made or "suit" is brought.

# 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

# 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

# SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB5W3306692443G

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

## **SCHEDULE**

# **DESIGNATED PERSON:**

Any Person or Organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver

**DESIGNATED ORGANIZATION:** 

DATE OF ISSUE: - -

ST ASSIGN:

# NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

# SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice:

# **PROVISIONS**

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

# Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

## K. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.
- L. AMENDMENT OF EXCESS INSURANCE CONDITION PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION –
WHEN REQUIRED BY WRITTEN CONTRACT
OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

# **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COVERAGE INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

## **PROVISIONS**

# A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

## B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured"

# C. EMPLOYEE HIRED AUTO

The following is added to Paragraph A.1.,
 Who Is An Insured, of SECTION II –
 LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5.,
   Other Insurance, of SECTION IV –
   BUSINESS AUTO CONDITIONS:
  - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

CA T3 53 08 17

Policy Number: 8105W3264352443G

ISSUE DATE: 0

Section X, Item c)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

#### **SCHEDULE**

CANCELLATION: Number of Days Notice: 30

## **PERSON OR**

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

- 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
- WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

## ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

# **PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

IL T4 05 05 19

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Page 1 of 1

# BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

# The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- **a.** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

# The following is added to Paragraph 4.a. of SEC-TION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

# The following is added to SECTION IV – COM-MERCIAL GENERAL LIABILITY CONDITIONS:

# **Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
- **ii.** The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- **d.** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- **a.** After the signing and execution of the contract or agreement by you;
- While that part of the contract or agreement is in effect; and
- **c.** Before the end of the policy period.

Terra Insurance Company (A Risk Retention Group) Two Fifer Avenue, Suite 100 Corte Madera, CA 94925



**DATE** 11/19/24

# CERTIFICATE OF INSURANCE

# **CERTIFICATE HOLDER**

City of Kotzebue PO Box 46 Kotzebue, AK 99752

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	Professional Liability	
POLICY NUMBER 224089	EFFECTIVE DATE 01/01/24	EXPIRATION DATE 12/31/24
LIMITS OF LIABILITY	\$1,000,000 EACH CLAIM \$1,000,000 ANNUAL AGGREGATE	

# PROJECT DESCRIPTION

DOWL Project Number: 1163.64075.00

DOWL Project Name: COK - Water Treatment Plant Filtration

Client's Project Number: 2024-05

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

# NAME AND ADDRESS OF INSURED

DOWL, LLC operating as DOWL DOWL 15325 SE 30th Place, Suite 300 Bellevue, WA 98007 **ISSUING COMPANY:** 

TERRA INSURANCE COMPANY

(A Risk Retention Group)

**President**