



CITY OF KOTZEBUE NOTICE

Regular City Council Meeting Agenda

May 24, 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**
- III. **Invocation/Moment of Silence**
- IV. **Pledge of Allegiance**
- V. **Introduction of Guest & Staff**
- VI. **Adoption of The Agenda**
- VII. **Adoption of Minutes**
 - a) Apr 18, 2024 Minutes
 - b) May 2, 2024 Minutes
- VIII. **Citizen Comments**
- IX. **Correspondence**
 - a) **Alaska Statewide Transportation Improvement Plan (STIP) 2024-2027**
 - b) **Crossing Road Pumps-Hans B Nelson**
- X. **Unfinished Business**
 - a) Cape Blossom Road Update
 - b) Swan Lake Loop Update
 - c) Washateria Update
- XI. **New Business**
 - a) **ORDINANCE 24-03 [AMENDED] ENTITLED: "A NON-CODE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING THE SALE OF A**

PORTION OF CITY-OWNED REAL PROPERTY LOCATED WITHIN LOT 10, BLOCK 13, USS 2863 TO THE NATIVE VILLAGE OF KOTZEBUE (“NVK”) FOR THE FAIRMARKET VALUE OF ONE HUNDRED AND SEVENTY THOUSAND DOLLARS AND NO CENTS (\$170,000)”

- b) **RESOLUTION 24-28**, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING AND APPROVING AN AWARD TO SHORELINE PETROLEUM AS PER ITS RESPONSE TO ITB 24-14 IN THE AMOUNT OF SIXTY-FOUR THOUSAND, SIX HUNDRED DOLLARS AND TEN CENTS (\$64,100.10) FOR SHOP OIL, FLUIDS AND LUBRICANTS.”
- c) **RESOLUTION 24-29**, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING AND APPROVING AN AWARD TO US ECOLOGY ALASKA, LLC AS PER ITS RESPONSE TO ITB 24-12 IN THE AMOUNT OF FIFTY-THREE THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS (\$53,500.00) FOR HAZARDOUS WASTE DISPOSAL.”
- d) **RESOLUTION 24-30**, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO PAY THE ALASKA MUNICIPAL LEAGUE JOINT INSURANCE ASSOCIATION (“AMLJIA”) FOR THE CITY OF KOTZEBUE’S DEPOSIT CONTRIBUTION FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025 IN THE AMOUNT OF EIGHT HUNDRED FIFTY-THREE THOUSAND, NINE HUNDRED AND ELEVEN DOLLARS AND NO CENTS (\$853,911.00) LESS ANY FY2025 RATE STABILIZATION FUND CREDIT IN A LUMP SUM PAYMENT OR BY USING AN AMLJIA PROVIDED INSTALLMENT CONTRACT.”
- e) **RESOLUTION 24-31**, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ESTABLISHING JUNE 11 THROUGH JUNE 25, 2024 AS “JUNE NELSON SPRING CLEAN UP AND BEAUTIFICATION WEEK” AND AUTHORIZING WAIVER OF BALER BUILDING FEES FOR CLEAN UP WEEK PARTICIPANTS.”
- f) **RESOLUTION 24-32**, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO FINALIZE A GRANT AGREEMENT WITH THE ALASKA HOUSING FINANCE CORPORATION FOR THE LAST FRONTIER HOUSING INITIATIVE.”
- g) **RESOLUTION 24-33**, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO

FINALIZE AN ALASKA HOUSING FINANCE CORPORATION APPROVED NOTICE OF FUNDING AVAILABILITY FOR THE LAST FRONTIER HOUSING INITIATIVE.”

h) RESOLUTION 24-34, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING THE RECOMMENDATION OF THE KOTZEBUE PLANNING COMMISSION IN ITS RESOLUTION 24-04 FOR THE ACCEPTANCE AND APPROVAL OF THE MEMORANDUM OF UNDERSTANDING FROM THE NATIVE VILLAGE OF KOTZEBUE REGARDING THE INCLUSION OF CITY-OWNED ROADS/FACILITIES INTO THE BUREAU OF INDIAN AFFAIRS NATIONAL TRIBAL TRANSPORTATION FACILITY INVENTORY WITH THE CONDITION THAT THE LANGUAGE REGARDING “OWNER MAINTENANCE” OF THE ROADS/FACILITIES BE AMENDED.”

i) City of Kotzebue Scholarships

j) Letter of Interest-Vacant Seat “F”

1. Carl Dennis Jennings
2. Cory Jackson

k) Manager's Reports

1. City Manager
2. Holland and Hart
3. The Mulder Company
4. Joe Evans City Attorney
5. Finance Director
6. Public Works
 - i. Public Works Water
7. Police Department
8. Fire Department
9. Parks & Recreation
10. Package Store
11. Public Relations/Human Resources
12. Planning Department

XII. Council Members Comments

Seat F: Vacant

Seat G: Johnson Greene

Seat B: Derek Haviland-lie

Seat D: Saima Chase

Seat C: Joshua Hadley

Seat E: Kathy Sherman

Seat A: Ernest Norton

Youth Representative: Finnian Sweeney

XIII. Executive Session

XIV. Adjournment



P.O. Box 46
 Kotzebue, Alaska 99752
 City Hall (907) 442-3401
 Police Dept. (907) 442-3351
 Fire Dept. (907) 442-3404
 Public Works (907) 442-3401

CITY OF KOTZEBUE NOTICE

**MAYOR SAIMA CHASE HAS
 Re-SCHEDULED THE MAY 16, 2024
 REGULAR CITY COUNCIL MEETING
 TO**

FRIDAY, MAY 24, 2024 AT 5:15 pm.

***IN THE COUNCIL CHAMBERS LOCATED AT
 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#

Posted: 05/15/2024
 City Hall/ City FB Page
 KOTZ Radio
 Department Heads
 P.O.
 Bank
 A.C



P.O. Box 46
Kotzebue, Alaska 99752
City Hall (907) 442-3401

Police Dept. (907) 442-3351

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Section VII, Item A.

**CITY OF KOTZEBUE
REGULAR CITY COUNCIL MEETING
CITY HALL CHAMBERS
APRIL 18, 2024
AGENDA
AMENDED
MINUTES**

I. Call to Order

Mayor Saima Chase called the meeting to order at 5:15pm.

II. Roll Call

Present in person Mayor Saima Chase, Vice Mayor Derek Haviland-Lie, Members Ernest Norton, Kathleen Sherman, and Johnson Greene, and Youth Representative Finnian Sweeney participated telephonically.

a) Excusal Request for Joshua Hadley

Ernest Norton moved, and Johnson Greene seconded to approve the Excusal Request for Joshua Hadley.

Motion Passed by Voice Vote.

III. Invocation/Moment of Silence

Kathy Sherman gave an Invocation.

IV. Pledge of Allegiance

Pledge of Allegiance.

V. Introduction of Guest & Staff

Guests in the Chambers John Rae, and Rick Lie and Guest telephonically Paulette Schuerch N.V.O.K and Thomas Baker.

Staff in person Tessa Baldwin-City Manager, Rosie Hensley City Clerk, Ron Johnson Parks & Rec, Sam Camp Public Works Director, Matt Lazarus Water Plant, Joe Evans City Attorney, Lorraine Hunnicutt Public Works Assistant Director, Tristan Ferguson Fire Chief, Rachel Belamour HR/Public Relations, and Roger Rouse Chief of Police.

Staff telephonically Chelsea Sieh Finance Director, Jamie Lambert Arctic Spirits Manager, Eldon Mulder , and Ben Mohr.

VI. Adoption of the Agenda

Vice Mayor Derek Haviland-Lie amended the agenda as notes; under Roll Call add Excusal for Joshua Hadley, add new item VIII Update on Water Treatment Plant-PSA, Baffle Installation Filters, under Unfinished Business move item a) Maniilaq EMS Contract move to Executive Session, add b) Representative Thomas Baker-Funding Update Swan Lake Loop and Update Legislative Report, add c) Planning Commission Resolution 24-03: Cain Building Recommendations, and under New Business add item d) Council/Admin Roles and Responsibilities-Discussion.

Derek Haviland-Lie moved, and Johnson Greene seconded to approve the Amend Agenda as noted.

Motion Passed by Voice Vote.

VII. Adoption of the Minutes

a) March 21, 2024

b) April 4, 2024

Ernie Norton moved, and Johnson Greene seconded to approve as a block the March 21, 2024 and April 4, 2024 Minutes.

Motion passed By Voice Vote.

VIII Update on Water Treatment Plant-PSA, Baffle Instillation Filters

The following legal proceeding regarding Update Water Treatment Plant-PSA, Baffle Installation Filters, all comments can be found on recording at the City Hall.

IX. Citizens Comments

The following legal proceeding regarding Citizens Comments, all comments can be found on recording at the City Hall.

X. Correspondence

a) C.O.K 2024 Denali Commission Funding Opportunity Application-Cape Blossom Road and Port Project-Phase II

The following legal proceeding regarding Correspondence, all comments can be found on recording at the City Hall.

XI. Unfinished Business

a) Maniilaq EMS Contract

b) Representative Thomas Baker- Funding Update Swan Lake Loop and Update Legislative Report

c) Planning Commission Resolution 24-03:CAIN Building Recommendations

The following legal proceeding regarding Unfinished Business, all comments can be found on recording at the City Hall.

XII. New Business

- a) **ORDINANCE NO. 24-03: A NON-CODE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING THE SALE OF A PORTION OF CITY-OWNED REAL PROPERTY LOCATED WITHIN LOT 10, BLOCK 13, USS 2863 TO THE NATIVE VILLAGE OF KOTZEBUE (“NVK”) FOR THE FAIRMARKET VALUE OF ONE HUNDRED AND SEVENTY THOUSAND DOLLARS AND NO CENTS (\$170,000).**

Mayor Chase Introduced Ordinance 24-03, after the introduction, Mayor Chase reported that May 2, 2024 will be the First Public Hearing for Ordinance 24-03.

Derek Haviland-Lie moved, and Ernest Norton seconded to approve the introduction of Ordinance 24-03.

The Roll Call Vote

Kathy Sherman	Yes	Derek Haviland-Lie	Yes
Johnson Greene	Yes	Ernest Norton	Yes
Joshua Hadley	Yes	Saima Chase	Yes

Motion Passed.

- b) **RESOLUTION 24-25: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING THE BDO BID TO PROVIDE AUDITING SERVICES FOR THE CALENDAR YEARS 2023, 2024, 2025 AND 2026.**

Johson Greene Moved and Ernest Norton seconded to approve Resolution 24-25.

The Roll Call Vote

Ernest Norton	Yes	Kathy Sherman	Yes
Saima Chase	Yes	Joshua Hadley	Yes
Derek Haviland-Lie	Yes	Johnson Greene	Yes

Motion Passed.

- c) **RESOLUTION 24-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE DESIGNATING THE MAYOR AS THE CITY OF KOTZEBUE REPRESENTATIVE TO SIGN STATE REVOLVING FUND DOCUMENTS.**

Ernest Norton moved and Johson Greene seconded to approve Resolution 24-26.

The Roll Call Vote

Johson Greene	Yes	Saima Chase	Yes
Kathy Sherman	Yes	Ernest Norton	Yes
Derek Haviland-Lie	Yes	Joshua Hadley	Yes

Motion Passed.

- d) **COUNCIL/ADMIN ROLES AND RESPONSIBILITIES- Discussion**

The following legal proceeding regarding Council/Admin Roles and Responsibilities, all comments can be found on recording at the City Hall.

Mayor Chase requested a ten-minute break, off the record at 7:07pm.
Back on record at 7:17pm.

XIII. Manager's Report

- a) City Manager
- b) Holland & Hart
- c) The Mulder Company
- d) Joe Evans City Attorney
- e) Finance Director **(Need to vote to accept & approve Finance Report)**

Joshua Hadley moved, and Derek Haviland-Lie moved to accept and approve the Finance Director Report and Finance Report.

The Roll Call Vote

Ernest Norton	Yes	Kathy Sherman	Yes
Derek Haviland-Lie	Yes	Johnson Greene	Yes
Saima Chase	Yes	Joshua Hadley	Yes

Motion Passed.

- f) Public Works **(Need to vote to approve Public Works Report)**

Joshua Hadley moved, and Ernest Norton moved to accept and approve the Public Works Report.

The Roll Call Vote

Johnson Greene	Yes	Derek Haviland-Lie	Yes
Ernest Norton	Yes	Kathy Sherman	Yes
Joshua Hadley	Yes	Saima Chase	Yes

Motion Passed.

- Public Works Water

- g) Police Department
- h) Fire Department
- i) Parks & Recreation
- j) Package Store
- k) Public Relations/Personnel Office
- l) City Planner

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

XIV. Council Members Comments

- Seat A: Ernest Norton
- Seat E: Kathleen Sherman
- Seat G: Johnson Greene
- Seat C: Joshua Hadley
- Seat B: Derek Haviland-Lie
- Seat F: Ariana Erlich
- Seat D: Saima Chase
- Youth Representative: Finnian Sweeney

The following legal proceeding regarding Council Members Comments, all comments can be found on recording at the City Hall

XV. Executive Session

Derek Haviland-Lie moved and Ernest Norton second that the council go into an executive session to discuss matters which by law, or municipal ordinance are required to be confidential.

Motion Passed by Voice Vote.

The Council Members in Executive Session at 9:08pm.
The meeting reconvened in open session at 10:24pm.

Mayor Chase reported that no votes were taken during the Executive Session, direction was given to Staff and Administration.

XVI. Adjournment

Ernest Norton moved, and Johnson Greene seconded to Adjourn.
Motion Passed by Voice Vote.

Adjourn at 10: 25pm.

Accepted By:

Saima Chase Mayor

Date

Respectfully Submitted By:

Rosie Hensley City Clerk



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Kotzebue, Alaska 99752
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**CITY OF KOTZEBUE
REGULAR CITY COUNCIL MEETING
CITY HALL CHAMBERS
MAY 2, 2024
AGENDA
AMENDED
Minutes**

I. Call to Order

Mayor Chase called to Regular City Council Meeting to order at 5:18pm.

II. Roll Call

Present in person Ernest Norton, Derek Haviland-Lie, Joshua Hadley, Saima Chase, Kathleen Sherman, Johnson Greene, and Youth Representative Finnian Sweeney.

III. Invocation/Moment of Silence

Council Member Kathy Sherman gave an Invocation.

IV. Pledge of Allegiance

Pledge of Allegiance.

V. Adoption of the Agenda

Derek Haviland-Lie moved, and Johnson Greene seconded to approve the Amended Agenda as noted.

Motion Passed by Voice Vote.

VI. Water Treatment Update- Chase Nelson and Russ Fergason

The following legal proceeding regarding Water Treatment Update, all comments can be found on recording at the City Hall.

VII. Citizens Comments

The following legal proceeding regarding Citizens Comments, all comments can be found on recording at the City Hall.

VIII. Correspondence

- a) **Representative Baker-** update
- b) **Tetra Teck-** Letter RE: Urgent Concerns Regarding New Water Treatment Plant/ **Tetra Teck Dowl**
- c) **Title VI Pre-**Award Review: Approved 4.24.24

- d) **D.C. Trip Document/ Alaska's Air National Guard**
- e) **Ambler Road Final Supplement EIS**

The following legal proceeding regarding Correspondence, all comments can be found on recording at the City Hall.

VIII. Unfinished Business

- a) **Cape Blossom Road Update**
- b) **Swan Lake Loop Update**

The following legal proceeding regarding Unfinished Business, all comments can be found on recording at the City Hall.

IX. New Business

- a) **ORDINANCE NO. 24-03: A NON-CODE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING THE SALE OF A PORTION OF CITY-OWNED REAL PROPERTY LOCATED WITHIN LOT 10, BLOCK 13, USS 2863 TO THE NATIVE VILLAGE OF KOTZEBUE ("NVK") FOR THE FAIRMARKET VALUE OF ONE HUNDRED AND SEVENTY THOUSAND DOLLARS AND NO CENTS (\$170,000).**

Mayor Chase opened the first public hearing for Ordinance 24-03, also requested to keep the Ordinance 24-03 OPEN and extended public hearing to the May 24, 2024 Regular City Council Meeting.
Mayor Chase closed the first public hearing.

- b) **RESOLUTION 24-27: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE RENEWING THE CITY OF KOTZEBUE EMPLOYEE HEALTH CARE, DENTAL AND LIFE INSURANCE FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025 AND AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE AND THE FINANCE DIRECTOR TO CONTINUE, IF FEASIBLE, A HEALTH INSURANCE OPT-OUT OPTION FOR CITY EMPLOYEES FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025.**

Kathy Sherman moved, and Derek Haviland-Lie seconded to approve Resolution 24-27.

	The Roll Call Vote		
Kathy Sherman	Yes	Derek Haviland-Lie	Yes
Johnson Greene	Yes	Ernest Norton	Yes
Joshua Hadley	Yes	Saima Chase	Yes

Motion Passed.

- c) **Ambler Road Final Supplemental EIS**
- d) **Letter of Interest Local Beverage Control Board/Local Regulatory Advisory-Jonathan Heft.**

Ernest Norton accepted and approved the Letter of Interest from Jonathan Heft, and Johnson Greene seconded the motion.

Motion Passed by Voice Vote.

e) Budget Retreat Dates- Mid-Year

The Budget Retreat will be held June 11, 12, 2024.

The following legal proceeding regarding Ambler Road Final Supplemental EIS under New Business, all comments can be found on recording at the City Hall.

X. Council Members Comments

- Seat E: Kathy Sherman
- Seat A: Ernest Norton
- Seat C: Joshua Hadley
- Seat E: Kathy Sherman
- Seat B: Derek Haviland-Lie
- Seat G: Johnson Greene
- Seat D: Saima Chase
- Youth Representative: Finnian Sweeney

The following legal proceeding regarding Council Members Comments, all comments can be found on recording at the City Hall.

XI. Executive Session

The Council had no reason/business to go into Executive Session.

XII. Adjournment

Derek Haviland-Lie moved, and Johnson Greene seconded to Adjourn.
Motion Passed by Voice Vote.

Adjourn at 7:01pm.

Accepted By:

Saima Chase Mayor

Date

Respectfully Submitted By:

Rosie Hensley City Clerk

May 8, 2024

Good afternoon,

The Alaska Statewide Transportation Improvement Program (STIP) is the state’s four-year program for transportation system preservation and development. It includes interstate, state and some local highways, bridges, ferries and public transportation, but does not include airports or non-ferry-related ports and harbors. It covers all system improvements for which partial or full federal funding is approved and that are expected to take place during the four-year duration of the STIP.

The 2024-2027 STIP was approved in majority by FHWA on March 27th (6 project exceptions), and we here with Northern Region wanted to touch base with our communities and ensure you are up-to-date on STIP actions that impact your area. Below are projects in your area that may specifically be of interest. You can view the final STIP and interactive tools at this website: <https://publicinput.com/stip/>

STIP ID	Project Name	Outcome:
18634	Cape Blossom Road [Stage 1]	This project was not previously outlined in the January 2024 STIP submission. Stage 1 is complete, but is included in the 2024-2027 Statewide Transportation Improvement Program (STIP) to facilitate project closeout and advance construction conversion.
33241	Cape Blossom Road [Stage 2]	This project remains unchanged since the draft STIP submitted in January, 2024 and is funded via the Approved STIP.

Please let me know if community issues or needs arise, and we look forward to continuing to serve all of our communities.

Thank you,

Sara Lucey | Alaska Department of Transportation & Public Facilities | Fairbanks Field Office
2301 Peger Road Fairbanks, AK 99709 | 907.451.2315 | sara.lucey@alaska.gov

It is the policy of the Alaska Department of Transportation and Public Facilities (DOT&PF) that no one shall be subject to discrimination on the basis of race, color, national origin, sex, age, or disability, regardless of the funding source, including Federal Transit Administration, Federal Aviation Administration, Federal Highway Administration, Federal Motor Carrier Safety Administration and State of Alaska funds. Title VI Nondiscrimination Policy: https://dot.alaska.gov/tvi_statement.shtml. To file a complaint: dot.alaska.gov/cv/rts/titlevi.shtml.

Rosie Hensley

From: Customer Service
Sent: Monday, May 13, 2024 10:29 AM
To: Rosie Hensley
Subject: FW: Crossing Road Pumps

Hi Rosie,

Forwarding to you since this is addressed to the Council.

Thanks
Charlie

From: Hans B. Nelson <hansbnelson@gmail.com>
Sent: Friday, May 10, 2024 12:00 PM
To: Tessa Baldwin <TBaldwin@Kotzebue.org>; Saima Chase <saimajohnson@gmail.com>; dbhavilandli <dbhavilandli@hotmail.com>
Cc: Customer Service <CustomerService@Kotzebue.org>; My Beautiful Wife <enelson_494@msn.com>
Subject: Crossing Road Pumps

Good Afternoon City Manager and Council:

I have a considerable concern in the deployment of water hoses in our streets that are utilizing plywood as a means to protect the hose. While I feel it is worthwhile to not only pump water from dire locations and protect the hose, I am concerned that my vehicle and other citizens are being inundated with this method. It is a potential cause of damage to my vehicle tires and a high risk situation is damaging many components to my vehicle chassis. I would highly recommend that the City of Kotzebue address this issue by changing their methods in protecting their equipment while also protecting the equipment of its citizens. Please visit the following website as I'd like to suggest purchasing the correct method/tools to address hose protectors in high traffic areas.

[Rubber Pipe Ramps \(cabletiesandmore.com\)](http://cabletiesandmore.com)

Please reply to my email and to let me know how the City of Kotzebue is intending on addressing my concern.

Thank you so much!

-Hans

Hans B. Nelson
P.O. Box 657
Kotzebue, Alaska 99752



**CITY OF KOTZEBUE, ALASKA
ORDINANCE NO. 24-03
[AS AMENDED IN SECTION 5]**

ENTITLED: "A NON-CODE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING THE SALE OF A PORTION OF CITY-OWNED REAL PROPERTY LOCATED WITHIN LOT 10, BLOCK 13, USS 2863 TO THE NATIVE VILLAGE OF KOTZEBUE ("NVK") FOR THE FAIRMARKET VALUE OF ONE HUNDRED AND SEVENTY THOUSAND DOLLARS AND NO CENTS (\$170,000).

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

- Section 1.** This is a Non-Code Ordinance pursuant to Kotzebue Municipal Code ("KMC") **3.12.010 Acquisition of real property** which provides in pertinent part "*B. ...disposal of real property shall be approved...by ordinance if the property is valued at fifty-five thousand dollars to one million, one hundred thousand dollars...*"

- Section 2.** The Native Village of Kotzebue is the Tribal Government serving the Inupiaq people of Qikiqtagruk and wishes to purchase certain City-owned property from the City of Kotzebue and has obtained funding for the construction of a building to house a Nikaitchuat Iļisagviat Inupiaq Immersion School and Tribal offices.

- Section 3.** The City of Kotzebue by Trustee's Deed dated August 22, 1958, is the owner of that portion of lot 10, block 13, USS 2863, described as beginning at the corner no. 8, USS 2863A, Kotzebue Townsite, thence S. 45° 59' E., 200 feet, thence S. 44° 01' W., 173.06 feet, thence N. 45° 59' W., 200 feet, thence N. 44° 01' E. 173.06 feet to the beginning, containing 34,612 square feet.

Section 4.

The portion of City-owned real property sought by the Native Village of Kotzebue is located within City Limits and is described as the easterly portion of lot 10, block 13, USS 2863 conveyed by the 1958 Trustee's Deed referenced above and bordered by Lagoon Street and Fourth Avenue excluding the westerly portion of the City-owned Ashley Johnson-Barr Park and which portion sought by the Native Village of Kotzebue is measured at 110.02 linear feet by 173.98 linear feet for a total area of 19,141 square feet of the City-owned portion of lot 10, block 13 and that portion has been appraised at value of \$170,000 by a Certified Residential Real Estate Appraiser of the Appraisal Company of Alaska and the Native Village of Kotzebue has agreed to pay for a formal metes and bounds survey from a qualified Alaska surveyor which sets out a legal description of the property to be purchased starting from a point of beginning, then traces the outline of the property's boundary lines until there is closure in the legal description and provide the City of Kotzebue a copy of this survey as a condition subsequent to the purchase of the City's property set forth herein. The Native Village of Kotzebue and City of Kotzebue will work together on the documentation necessary to complete this purchase with the Native Village of Kotzebue paying for the filing/recording of same.

The Ashley Johnson-Barr Park and its immediately adjoining environs are not available for purchase by the Native Village of Kotzebue, so only that portion of the property adjacent to the east of the park as described above will be conveyed to the Native Village of Kotzebue once that property has been properly subdivided as noted above. Although the Native Village of Kotzebue will not own Ashley Johnson-Barr Park, the Native Village of Kotzebue would under covenant take full and complete responsibility for the maintenance, upgrades, safety, and well-being of the park and fully indemnify and hold harmless the City of Kotzebue from any and all claims and costs resulting from any harm or loss associated with the park as a condition subsequent.

Section 5. If by December 31, **2030**, the Native Village of Kotzebue has not fully constructed the proposed building to house a Nikaitchuat Iļisagviat Inupiaq Immersion School and Tribal offices, the ownership of the property will revert to the City of Kotzebue and the Native Village of Kotzebue will complete and file the necessary documentation to effectuate this reversion and the Native Village will be refunded its payment of \$170,000 in its entirety without any costs and/or interest. Furthermore, if at any time after the purchase of the property described herein by the Native Village of Kotzebue, the Native Village of Kotzebue decides to sell the property it has purchased as described herein, the City of Kotzebue shall be given the right of first refusal to the real property purchased by the Native Village of Kotzebue as described herein at the fairmarket value of the real property at that time.

Section 6. As a condition precedent for the purchase of this property, the Native Village of Kotzebue by a duly passed Resolution of its Tribal Council shall waive its sovereign immunity for the limited, express purpose of enforcing the terms and conditions of this Non-Code Ordinance and any subsequent Agreements for the purchase of the City of Kotzebue’s property described herein. Said Resolution shall be provided to the City of Kotzebue on or before the Public hearing set for this Non-Code Ordinance on May 2, 2024.

ENACTED this 2nd day of May, 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

ATTESTATION: I, Rosie Hensley, Clerk for the City of Kotzebue, hereby attest that the above Ordinance, No. 24-03, was duly presented to the Kotzebue City Council for introduction on April 18, 2024, duly published and posted on April 12, 2024, a first public hearing was held on May 2, 2024 and a second public hearing was held on May 24, 2024 at which time this Ordinance was passed.

Introduction: April 18, 2024
Published/Posted: April 12, 2024
First Public Hearing: May 2, 2024
Second Public hearing and Passage: May 24, 2024



PO Box 296
Kotzebue, AK 99752
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www.kotzebueira.org

RESOLUTION 24-044

THE RESOLUTION OF THE NATIVE VILLAGE OF KOTZEBUE TRIBAL COUNCIL APPROVING A LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR THE SOLE PURPOSE OF PURCHASING A PORTION OF THE CITY OF KOTZEBUE MEASURED AT 110.02 LINEAR FEET BY 173.98 LINEAR FEET FOR A TOTAL AREA OF 19,141 SQUARE FEET OF THE CITY-OWNED PORTION OF LOT 10, BLOCK 13, AND THAT PORTION HAS BEEN APPRAISED AT VALUE OF \$170,000, AND THE MAINTENANCE, UPGRADES, SAFETY AND WELL-BEING OF ASHLEY JOHNSON-BARR PARK AS SET FORTH IN THE CITY OF KOTZEBUE ORDINANCE 24-03.

WHEREAS, the Native Village of Kotzebue (the “Tribe”) is a federally-recognized Alaska Native Tribe with inherent sovereignty and governance authority (refer to the Federally Recognized Indian Tribes List Act of 1994, Pub. L. 103-454; 108 Stat. 4791, 4792; *Indian Entities Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs*, 85 Fed. Reg. 5467 (Jan. 30, 2020); and

WHEREAS, the Native Village of Kotzebue Tribal Council (the “Tribal Council”) is the governing body of the Tribe; and

WHEREAS, the Tribal Council has request to purchase a portion of property from the City of Kotzebue for the sole purpose of building the Nikaitchuat Ilisagvait and an Administrative Office that provides federal programs for the membership of the Native Village of Kotzebue; and

WHEREAS, the Tribal Council in future years plan to build a Cultural Center on the said property; and

WHEREAS, the Tribal Council requests to purchase a portion of “the City of Kotzebue by Trustee’s Deed dated August 22, 1958, is the owner of that portion of Lot 10, Block 13, USS 2863, described as beginning at the corner of No. 8, USS 2863A, Kotzebue Townsite, thense S. 42 (degrees) 01’ W., 173.06 feet, thence N. 45 (degrees) 59’ W., 200 feet, thence N. 44 (degrees) 01’ E. 173.06 feet to the beginning containing 34,612 square feet as described in the City of Kotzebue non-code Ordinance 24-03; and

WHEREAS, the Tribal Councils wishes to purchase a portion at 110.02 linear feet by 173.98 linear feet for a total area of 19,141 square feet of the City-owned portion of Lot 10, Block 13.

NOW, THEREFORE, BE IT RESOLVED, that Tribal Council hereby approved the limited waiver of sovereign immunity for:

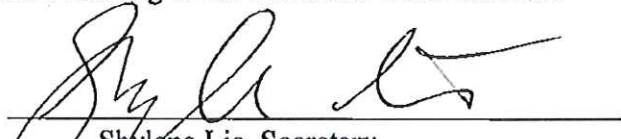
- (1) the terms and conditions of purchasing a portion at 110.02 linear feet by 173.98 linear feet for a total area of 19,141 square feet of the City-owned portion of Lot 10, Block 13; and
- (2) the maintenance, safety and wellbeing of the Ashley Johnson-Barr Park and its immediately adjoining environs to wit: although the Native Village of Kotzebue will not own Ashley Johnson-Barr Park, the Native Village of Kotzebue would under covenant take full and complete responsibility for the maintenance, upgrades, safety, and well-being of the park and fully indemnify and hold harmless the City of Kotzebue from any and all claims and costs resulting from any harm or loss associated with the park as a condition subsequent as set for the in City of Kotzebue Ordinance 24-03.

BE IT FURTHER RESOLVED, that the Tribal Council will use the property for the sole purpose of building the Nikaitchuat Ilisagvait, Administrative Office for the Tribe and a Cultural Center.

CERTIFICATION

Resolution 24-044 is approved through poll vote by the Native Village of Kotzebue Tribal Council held on this 5th, day of May, 2024 by a vote of 9 for, 0 against, and 0 not voting. This resolution will be ratified at the next regularly scheduled meeting of the Kotzebue Tribal Council.


Toni Raye Bergan, Chair


Shylena Lie, Secretary



**CITY OF KOTZEBUE
RESOLUTION NO. 24-28**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING AND APPROVING AN AWARD TO SHORELINE PETROLEUM AS PER ITS RESPONSE TO ITB 24-14 IN THE AMOUNT OF SIXTY-FOUR THOUSAND, SIX HUNDRED DOLLARS AND TEN CENTS (\$64,600.10) FOR SHOP OILS, FLUIDS AND LUBRICANTS.

WHEREAS, CY2024 ITBs for the Public Works Department were opened and read on Friday, May 3, 2024;

WHEREAS, the Public Works Director on May 6, 2024 prepared his CY24 ITBs Recommendations as set forth in Exhibit "A" attached hereto and incorporated by reference herein;

WHEREAS, the Kotzebue Municipal Code ("KMC") section 3.16.010(c), **3.16.010 - Competitive bidding required**, provides in pertinent part that *"Contracts for materials, supplies or services in excess of fifty thousand dollars shall only be awarded by a duly passed resolution of the city council"*; and,

WHEREAS, the bid of Shoreline Petroleum for ITB 24-14 to provide shop oils, fluids and lubricants is lowest responsible bidder in the amount of \$64,600.10.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue accepts and approves an award to Shoreline Petroleum as per its response to ITB 24-14 in the amount of \$64,600.10 for shop oils, fluids and lubricants and authorizes the City Manager, or her designee, to proceed with issuing the requisite Purchase Order and/or other necessary documents to obtain the shop oils, fluids and lubricants from Shoreline Petroleum.

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PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 24th day of May, 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

ATTEST:

Rosie Hensley, City Clerk

Attachments: Exhibit "A" – PWD CY24 ITBs Recommendations [4 pages]

MEMORANDUM
PUBLIC WORKS DEPARTMENT

DATE: May 6, 2024
TO: Tessa Baldwin, City Manager
FROM: Russell Ferguson, Russ Ferguson
Public Works Director

SUBJECT: CY24 ITB's Recommendation

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Bid readings were conducted on Friday, May 3, 2024, present were Russell Ferguson, Public Works Director, Lorraine Hunnicutt, Public Works Assistant Director, Rosie Hensley, City Clerk.

There were a total of fourteen ITB's, please see attached bid results for each ITB and the winning bid is highlighted in yellow. The total cost for the ITB's that were opened on May 3, 2024 were \$390,402.01

The preliminary breakdown for each department is as follows:

|                       |                    |
|-----------------------|--------------------|
| Water Treatment Plant | \$141,599.00       |
| Refuse Department     | \$138,758.12       |
| Streets Department    | \$ 15,479.20       |
| Mechanic's Shop       | \$ 64,600.10       |
| Line Maintenance      | \$ 22,743.42       |
| Building Maintenance  | <u>\$ 7,222.17</u> |
| Total                 | \$390,402.01       |

There were two bids that were over \$50k that need to go to the City Council for approval. The Hazardous Waste Disposal – US Ecology Alaska LLC \$53,500.00 and Mechanic's Shop – Shoreside Petroleum \$64,600.10.



| <u>DEPARTMENT &amp; CODE</u>              | <u>COMPANY</u>                            | <u>BID QUOTE</u>           | <u>BID OPENING</u>     |
|-------------------------------------------|-------------------------------------------|----------------------------|------------------------|
| WTP 601-20-54331                          | Uresco Construction Materials             | \$19,483.00                | May 3, 2024<br>3:00 PM |
| Pot. Perm/Soda Ash                        | Univar Solutions                          | \$22,374.00                |                        |
| ITB 24-03<br>3,960 Pounds                 |                                           |                            |                        |
| WTP 601-20-54331                          | Univar Solutions                          | \$9,300.00                 | May 3, 2024<br>3:00 PM |
| Scale Inhibitor                           |                                           |                            |                        |
| ITB 24-04<br>Four (4) 55 Gallon Drums     |                                           |                            |                        |
| WTP 601-20-54331                          | Uresco Construction Materials             | \$38,400.00                | May 3, 2024<br>3:00 PM |
| Sodium Hydroxide                          | Univar Solutions                          | \$39,360.00                |                        |
| ITB 24-05<br>16,000 pounds                |                                           |                            |                        |
| WTP 601-20-54331                          | Univar Solutions                          | \$5,880.00                 | May 3, 2024<br>3:00 PM |
| Sulfuric Acid                             |                                           |                            |                        |
| ITB 24-06<br>Eight (8) 55 Gallon Drums    |                                           |                            |                        |
| WTP 601-20-54331                          | Uresco Construction Materials             | \$41,536.00                | May 3, 2024<br>3:00 PM |
| Citric Acid                               | Univar Solutions                          | \$42,064.00                |                        |
| ITB 24-07<br>17,600 pounds                |                                           |                            |                        |
| WTP 601-20-54331                          | Quality Auto Parts                        | \$27,000.00                | May 3, 2024<br>3:00 PM |
| Polymeric Filter Cartridges               |                                           |                            |                        |
| ITB 24-08<br>60 Cases @ 15 Units per case |                                           |                            |                        |
| Refuse 602-40-54300                       | Uresco Construction Materials             | \$19,900.00                | May 3, 2024<br>3:00 PM |
| 95 Gallon Overpack Drums                  | Shoreside Petroleum                       | \$14,862.12                |                        |
| ITB 24-09<br>Twenty (20)                  |                                           |                            |                        |
| Refuse 602-40-54300                       | Uresco Construction Materials             | \$49,600.00                | May 3, 2024<br>3:00 PM |
| Shrinkable Polywrap                       | Marshall Brown                            | \$64,554.56                |                        |
| ITB 24-10<br>Eighty (80) Rolls            | Dr. Shrink, Inc.<br>Pacific Alaska Lumber | \$50,880.00<br>\$47,948.00 |                        |
| Refuse 602-40-54300                       | Uresco Construction Materials             | \$25,980.00                | May 3, 2024<br>3:00 PM |
| Super Hi Tensile Wire                     | AK Warehouse Specialist                   | \$22,448.00                |                        |
| ITB 24-11<br>Four (4) Spools              |                                           |                            |                        |

| <u>DEPARTMENT &amp; CODE</u>       | <u>COMPANY</u>                | <u>BID QUOTE</u> | <u>BID OPENING DATE</u> |
|------------------------------------|-------------------------------|------------------|-------------------------|
| Refuse 602-40-54300                | US Ecology Alaska LLC         | \$53,500.00      | May 3, 2024<br>3:00 PM  |
| Hazardous Waste Disposal           |                               |                  |                         |
| ITB 24-12                          |                               |                  |                         |
| Streets 100-90-54529               | Fairbanks Materials Inc.      | \$15,479.20      | May 3, 2024<br>3:00 PM  |
| ITB 24-13                          | Uresco Construction Materials | \$25,400.00      |                         |
| All Weather Patch<br>10,000 pounds |                               |                  |                         |
| 100-90-54526 4530                  | Quality Auto Parts            | \$79,050.00      | May 3, 2024<br>3:00 PM  |
| ITB 24-14                          | Shoreside Petroleum           | \$64,600.10      |                         |
| Shop Oils, Fluids, Lubricants      |                               |                  |                         |
| LM 601-30-54331                    | K&L Supply                    | \$22,743.42      | May 3, 2024<br>3:00 PM  |
| Citra Solve Degreaser & Digester   |                               |                  |                         |
| ITB 24-15                          |                               |                  |                         |
| PW BM 100-90-54220                 | Shoreside Petroleum           | \$7,222.17       | May 3, 2024<br>3:00 PM  |
| ITB 24-16                          | Marshal Brown                 | \$7,373.50       |                         |
| Propylene Glycol                   | JB Rentals                    | \$10,780.00      |                         |
| Four (4) 55 Gallon Drums           | Uresco Construction Materials | \$11,200.00      |                         |

|       | Dept.       | Code                             | Description                   | Company                   | Amount              |
|-------|-------------|----------------------------------|-------------------------------|---------------------------|---------------------|
|       | WTP         | 601-20-54331                     | Chemicals                     | Uresco Const. Materials   | \$19,483.00         |
|       | WTP         | 601-20-54331                     | Scale Inhibitor               | Univar Solutions          | \$9,300.00          |
|       | WTP         | 601-20-54331                     | Sodium Hydroxide              | Uresco Const. Materials   | \$38,400.00         |
|       | WTP         | 601-20-54331                     | Sulfuric Acid                 | Univar Solutions          | \$5,880.00          |
|       | WTP         | 601-20-54331                     | Citric Acid                   | Uresco Const. Materials   | \$41,536.00         |
|       | WTP         | 601-20-54331                     | Polymeric Filter Cartridges   | Quality Auto Parts        | \$27,000.00         |
|       |             |                                  |                               | <b>Total</b>              | <b>\$141,599.00</b> |
| 24-09 | Refuse      | 602-40-54300                     | 95 Gallon Overpack Drums      | Shoreside Petroleum       | \$14,862.12         |
| 24-10 | Refuse      | 602-40-54300                     | Shrinkable Polywrap           | Pacific Alaska Lumber     | \$47,948.00         |
| 24-11 | Refuse      | 602-40-54300                     | Super Hi Tensile Wire         | AK Warehouse Speicalist   | \$22,448.00         |
| 24-12 | Refuse      | 602-40-54300                     | Hazardous Waste Disposal      | US Ecology Alaska LLC     | \$53,500.00         |
|       |             |                                  |                               | <b>Total</b>              | <b>\$138,758.12</b> |
| 24-13 | Streets     | 100-90-54529                     | All-Weather Patch             | Fairbanks Materials, Inc. | \$15,479.20         |
| 24-14 | Shop        | 100-90-54526                     | Shop Oils, Fluids, Lubricants | Shoreside Petroleum       | \$64,600.10         |
|       |             | 100-90-54530                     |                               |                           |                     |
| 24-16 | Bldg. Maint | All Department: Propylene Glycol |                               | Shoreside Petroleum       | \$7,222.17          |
|       |             |                                  |                               |                           | <u>\$87,301.47</u>  |
| 24-15 | Line Maint. | 601-30-54332                     | Sewer Line Degreaser          | K&L Supply                | \$22,743.42         |
|       |             |                                  |                               | <b>Total</b>              | <b>\$390,402.01</b> |



**CITY OF KOTZEBUE  
RESOLUTION NO. 24-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING AND APPROVING AN AWARD TO US ECOLOGY ALASKA, LLC AS PER ITS RESPONSE TO ITB 24-12 IN THE AMOUNT OF FIFTY-THREE THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS (\$53,500.00) FOR HAZARDOUS WASTE DISPOSAL**

**WHEREAS,** CY2024 ITBs for the Public Works Department were opened and read on Friday, May 3, 2024;

**WHEREAS,** the Public Works Director on May 6, 2024 prepared his CY24 ITBs Recommendations as set forth in Exhibit "A" attached hereto and incorporated by reference herein;

**WHEREAS,** the Kotzebue Municipal Code ("KMC") section 3.16.010(c), **3.16.010 - Competitive bidding required**, provides in pertinent part that "*Contracts for materials, supplies or services in excess of fifty thousand dollars shall only be awarded by a duly passed resolution of the city council*"; and,

**WHEREAS,** the bid of US Ecology Alaska, LLC for ITB 24-12 to provide hazardous waste disposal was the only bid in the amount of \$\$53,500.00.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Kotzebue accepts and approves an award to US Ecology Alaska, LLC as per its response to ITB 24-12 in the amount of \$53,500.00 for hazardous waste disposal and authorizes the City Manager, or her designee, to proceed with issuing the requisite Purchase Order and/or other necessary documents to obtain hazardous waste disposal from US Ecology Alaska, LLC.

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**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 24<sup>th</sup> day of May, 2024.

**CITY OF KOTZEBUE**

\_\_\_\_\_  
Saima Chase, Mayor

ATTEST:

\_\_\_\_\_  
Rosie Hensley, City Clerk

Attachments: Exhibit "A" – PWD CY24 ITBs Recommendations [4 pages]

MEMORANDUM  
PUBLIC WORKS DEPARTMENT

DATE: May 6, 2024  
TO: Tessa Baldwin, City Manager  
FROM: Russell Ferguson, Russ Ferguson  
Public Works Director

SUBJECT: CY24 ITB's Recommendation

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Bid readings were conducted on Friday, May 3, 2024, present were Russell Ferguson, Public Works Director, Lorraine Hunnicutt, Public Works Assistant Director, Rosie Hensley, City Clerk.

There were a total of fourteen ITB's, please see attached bid results for each ITB and the winning bid is highlighted in yellow. The total cost for the ITB's that were opened on May 3, 2024 were \$390,402.01

The preliminary breakdown for each department is as follows:

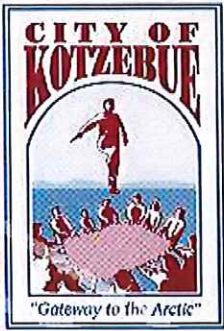
Water Treatment Plant	\$141,599.00
Refuse Department	\$138,758.12
Streets Department	\$ 15,479.20
Mechanic's Shop	\$ 64,600.10
Line Maintenance	\$ 22,743.42
Building Maintenance	<u>\$ 7,222.17</u>
Total	\$390,402.01

There were two bids that were over \$50k that need to go to the City Council for approval. The Hazardous Waste Disposal – US Ecology Alaska LLC \$53,500.00 and Mechanic's Shop – Shoreside Petroleum \$64,600.10.

<u>DEPARTMENT & CODE</u>	<u>COMPANY</u>	<u>BID QUOTE</u>	<u>BID OPENING</u>
WTP 601-20-54331	Uresco Construction Materials	\$19,483.00	May 3, 2024 3:00 PM
Pot. Perm/Soda Ash	Univar Solutions	\$22,374.00	
ITB 24-03			
3,960 Pounds			
WTP 601-20-54331	Univar Solutions	\$9,300.00	May 3, 2024 3:00 PM
Scale Inhibitor			
ITB 24-04			
Four (4) 55 Gallon Drums			
WTP 601-20-54331	Uresco Construction Materials	\$38,400.00	May 3, 2024 3:00 PM
Sodium Hydroxide	Univar Solutions	\$39,360.00	
ITB 24-05			
16,000 pounds			
WTP 601-20-54331	Univar Solutions	\$5,880.00	May 3, 2024 3:00 PM
Sulfuric Acid			
ITB 24-06			
Eight (8) 55 Gallon Drums			
WTP 601-20-54331	Uresco Construction Materials	\$41,536.00	May 3, 2024 3:00 PM
Citric Acid	Univar Solutions	\$42,064.00	
ITB 24-07			
17,600 pounds			
WTP 601-20-54331	Quality Auto Parts	\$27,000.00	May 3, 2024 3:00 PM
Polymeric Filter Cartridges			
ITB 24-08			
60 Cases @ 15 Units per case			
Refuse 602-40-54300	Uresco Construction Materials	\$19,900.00	May 3, 2024 3:00 PM
95 Gallon Overpack Drums	Shoreside Petroleum	\$14,862.12	
ITB 24-09			
Twenty (20)			
Refuse 602-40-54300	Uresco Construction Materials	\$49,600.00	May 3, 2024 3:00 PM
Shrinkable Polywrap	Marshall Brown	\$64,554.56	
ITB 24-10	Dr. Shrink, Inc.	\$50,880.00	
Eighty (80) Rolls	Pacific Alaska Lumber	\$47,948.00	
Refuse 602-40-54300	Uresco Construction Materials	\$25,980.00	May 3, 2024 3:00 PM
Super Hi Tensile Wire	AK Warehouse Specialist	\$22,448.00	
ITB 24-11			
Four (4) Spools			

<u>DEPARTMENT & CODE</u>	<u>COMPANY</u>	<u>BID QUOTE</u>	<u>BID OPENING</u>
Refuse 602-40-54300	US Ecology Alaska LLC	\$53,500.00	May 3, 2024 3:00 PM
Hazardous Waste Disposal			
ITB 24-12			
Streets 100-90-54529	Fairbanks Materials Inc.	\$15,479.20	May 3, 2024 3:00 PM
ITB 24-13	Uresco Construction Materials	\$25,400.00	
All Weather Patch 10,000 pounds			
100-90-54526 4530	Quality Auto Parts	\$79,050.00	May 3, 2024 3:00 PM
ITB 24-14	Shoreside Petroleum	\$64,600.10	
Shop Oils, Fluids, Lubricants			
LM 601-30-54331	K&L Supply	\$22,743.42	May 3, 2024 3:00 PM
Citra Solve Degreaser & Digester			
ITB 24-15			
PW BM 100-90-54220	Shoreside Petroleum	\$7,222.17	May 3, 2024 3:00 PM
ITB 24-16	Marshal Brown	\$7,373.50	
Propylene Glycol	JB Rentals	\$10,780.00	
Four (4) 55 Gallon Drums	Uresco Construction Materials	\$11,200.00	

	Dept.	Code	Description	Company	Amount
	WTP	601-20-54331	Chemicals	Uresco Const. Materials	\$19,483.00
	WTP	601-20-54331	Scale Inhibitor	Univar Solutions	\$9,300.00
	WTP	601-20-54331	Sodium Hydroxide	Uresco Const. Materials	\$38,400.00
	WTP	601-20-54331	Sulfuric Acid	Univar Solutions	\$5,880.00
	WTP	601-20-54331	Citric Acid	Uresco Const. Materials	\$41,536.00
	WTP	601-20-54331	Polymeric Filter Cartridges	Quality Auto Parts	\$27,000.00
				Total	\$141,599.00
24-09	Refuse	602-40-54300	95 Gallon Overpack Drums	Shoreside Petroleum	\$14,862.12
24-10	Refuse	602-40-54300	Shrinkable Polywrap	Pacific Alaska Lumber	\$47,948.00
24-11	Refuse	602-40-54300	Super Hi Tensile Wire	AK Warehouse Specialist	\$22,448.00
24-12	Refuse	602-40-54300	Hazardous Waste Disposal	US Ecology Alaska LLC	\$53,500.00
				Total	\$138,758.12
24-13	Streets	100-90-54529	All-Weather Patch	Fairbanks Materials, Inc.	\$15,479.20
24-14	Shop	100-90-54526	Shop Oils, Fluids, Lubricants	Shoreside Petroleum	\$64,600.10
		100-90-54530			
24-16	Bldg. Maint	All Department: Propylene Glycol		Shoreside Petroleum	\$7,222.17
					<u>\$87,301.47</u>
24-15	Line Maint.	601-30-54332	Sewer Line Degreaser	K&L Supply	\$22,743.42
				Total	\$390,402.01



**CITY OF KOTZEBUE
RESOLUTION NO. 24-30**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO PAY THE ALASKA MUNICIPAL LEAGUE JOINT INSURANCE ASSOCIATION (“AMLJIA”) FOR THE CITY OF KOTZEBUE’S DEPOSIT CONTRIBUTION FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025 IN THE AMOUNT OF EIGHT HUNDRED FIFTY-THREE THOUSAND, NINE HUNDRED AND ELEVEN DOLLARS AND NO CENTS (\$853,911.00) LESS ANY FY2025 RATE STABILIZATION FUND CREDIT IN A LUMP SUM PAYMENT OR BY USING AN AMLJIA PROVIDED INSTALLMENT CONTRACT.

WHEREAS, the City of Kotzebue (“City”) was one of the founding members of the AMLJIA in 1988 and has been a member of the AMLJIA for over 36 years;

WHEREAS, the City wishes to continue to participate in the AMLJIA pooling effort with the other cities, boroughs and school districts in Alaska;

WHEREAS, the AMLJIA has presented Notice of Deposit Contribution for \$853,911 for the City’s Premium Contribution for the period July 1, 2023 through June 30, 2024, excluding any FY2025 Rate Stabilization Fund Credit the City may elect to take, a copy of which is attached hereto as Exhibit “A”;

WHEREAS, the City has found the AMLJIA pooling process to be of benefit to the City and the residents of Kotzebue for over three decades; and,

WHEREAS, the City’s Premium Contribution for FY2025 may be paid in one single, lump sum or using an AMLJIA provided installment contract,.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue, authorizes the City Manager, or her Designee, to pay the attached Notice of Deposit Contribution from the AMLJIA in an amount of \$853,911 excluding any FY2025 Rate Stabilization Fund Credit the City may elect to take for the period July 1, 2024 through June 30, 2025 in one, single, lump sum payment or using an AMLJIA provided installment contract.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 24th day of May, 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachment:

Exhibit "A" -- AMLJIA Notice of Deposit Contribution for July 1, 2024 through June 30, 2025
[8 pages at two pages per page]



MEMORANDUM

DATE: May 8, 2024
TO: AMLIJA Members
FROM: Kevin Smith, Executive Director
RE: FY2025 Notice of Deposit Contribution

Your FY2025 Notice of Deposit Contribution is enclosed. Your contribution is based on the current exposure data provided in the renewal questionnaire(s) due to us last month. If you have not returned the questionnaire, your exposure information remains the same as last year, except that we have increased the building values to account for increased building costs. Remember, the AMLIJA offers Replacement Cost Coverage for property, so it is important to be fair to both other members and our excess carriers in estimating property values. Note that we will also be auditing payroll numbers at the end of each year. A credit or debit to your contribution may apply at that time. If your entity's questionnaire has not been returned, please do so as soon as possible to obtain the most accurate price estimate. If you need another copy of the questionnaire or need assistance contact the AMLIJA staff at 800-337-3682.

Loss Control Incentive Program
The Notice of Deposit Contribution includes a credit for your Loss Control Incentive Program discount. If you're not participating in the Loss Control Incentive Program, contact the risk management department at 800-337-3682 to sign up.

Three-Year Participant Membership Agreement
For many years the AMLIJA has offered members a Three-Year Participant Membership Agreement. This has provided membership stability for the association and cost savings for the members who sign up. Unfortunately, due to the current insurance market conditions and our expected consolidation, we are no longer able to offer this program to our membership. We will continue to honor the agreements that are currently in place. However, we are offering no new agreements in FY2024. We may revisit this program in the future if conditions change.

Rating
It is important to understand there are many factors that determine your individual contribution. First, are your exposures. Examples of your exposures include the value of your buildings, the amount of your payroll, and the number of vehicles and/or your average daily membership exposed to potential loss. Generally, if payroll increases so does your contribution, since much of the rating is based on payroll. The AMLIJA property coverage for buildings is for full replacement cost. Therefore, we annually adjust the building replacement cost values on the buildings with appraisal information on file. Deductibles play a

807 G. Steen, Suite 356 Tel: 907.258.2825 Toll Free: 1.800.
337.3682 Fax: 907.279.3615 www.amljia.org
Anchorage, Alaska 99501

role as well. Obviously, the larger the deductible a member takes, the less exposed the rest of the pool is on each individual loss; therefore your contribution is less.

Loss experience is another factor that will impact the amount of your contribution. If your losses (claims) are better or worse than expected, then you have either good or bad loss experience. An experience modifier is applied to both your workers' compensation and liability lines that reflect your individual experience. Collectively, when we are all able to keep our losses down, the membership can enjoy better pricing. To that end, the AMLIJA has been proactive in promoting risk control and safety.

Another factor is the cost the association pays for reinsurance. For each line of coverage the association takes the initial risk up to a certain point. Beyond that point, the association purchases reinsurance to cover losses that could put our financial stability in jeopardy.

Liability reinsurance has increased this renewal due to poor pool experience and loss development in the past year or two. That is within our control. Members can help by using the Employment Law Hotline (877-426-5542) prior to terminating an employee or taking other adverse personnel actions. Our lawyer, Kim Dunn, can help you do this right and avoid costly suits that penalize your entity and the rest of the membership.

You can also assist by reporting claims early. Your contribution is calculated on the COST of the claims, not the frequency. With early notice, our adjusters can advise you on strategies to limit costs. Late notice jeopardizes your coverage and prejudices your defense.

On the bright side, workers' compensation and property reinsurance rates have stabilized this year.

If after reviewing your Notice of Deposit Contribution you need further explanation, please contact your broker or Paul Bryner, Underwriting Manager, at 800-337-3682 or paulb@amljia.org. We are also available for council, assembly or board presentations upon request.

AML Membership Required
The AMLIJA is a member service of the Alaska Municipal League (AML). The AML provides advocacy and training and shared services to members. In order to participate in the AMLIJA, participants must also be members in good standing (current with dues) of the AML.

Conclusion
Our objective has always been to reward member loyalty to the AMLIJA program and proactive loss control practices by offering member credits such as those described above. These programs are designed to help members establish best practices and reduce losses, in turn building a culture of safety that protects your employees, your communities, your students and your schools. It is AMLIJA's belief that an investment in safety and risk management is rewarded by reduced liabilities, fewer employee injuries, and cost savings for you. Since 1988, our commitment to addressing your evolving risk management needs is a top priority. If there are other ways in which we can serve you better, please let us know. Your entity is an important member of this program. On behalf of the AMLIJA Board and staff, thank you for your support, and we look forward to continuing to serve you!



08-May-24
Policy #: 15

FY 2025 NOTICE OF DEPOSIT CONTRIBUTION

City of Kotzebue
Tessa Baldwin (City Manager)
PO Box 46
Kotzebue, AK, 99752 Fax: (907) 442-3386
Phone (907) 442-5101

Broker:
Brokerage Firm:
Phone
Joined AMLIJA: 7/1/1988
Fax

ANNUAL CONTRIBUTION

1. GENERAL LIABILITY

General Liability Limits:	\$10,250,000		
General Liability Deductible:	\$5,000		
Reported Payroll:	\$5,484,684		
Average Daily Membership (School only):	0		
General Liability Broker Fees:	\$0		

\$152,310

2. PUBLIC OFFICIALS LIABILITY / School Leaders E and O

Included in General Liability

3. WORKERS' COMPENSATION

Reported Payroll:	\$5,484,684		
Workers' Comp Broker Fees:	\$0		

\$286,768

4. AUTO LIABILITY

Auto Liability Limits:	\$10,250,000		
Auto Liability Deductible:	\$5,000		
Auto Liability Broker Fees:	\$0		
Total Number of Vehicles:	53		
Scheduled Values:	\$3,944,321		
Comp. and Collision Premium:			
Comp. and Collision Broker Fees:	\$0		

\$49,110

5. PROPERTY

Deductibles and Retains are listed on your Property Detail Report

Total Values:	\$60,469,539		
Total Mobile Equipment Values:	\$1,499,430		
Mobile Equipment Broker Fees:	\$0		
Property Broker Fees:	\$0		

\$250,373

\$7,497

Earthquake and Flood Coverage (see Property Detail Report for coverage and limits)

6. POLICE PROFESSIONAL LIABILITY

PPL Limits:	\$10,250,000		
PPL Deductible:	\$5,000		
PPL Broker Fees:	\$0		
Reported Police Payroll:	\$1,127,509		
Accreditation Discount Percent:	0%		

\$119,741

\$0

7. TOTAL ENHANCEMENT CONTRIBUTION

Crime Coverage Limits:	\$250,000		
EC Broker Fees:	\$0		
Loss Control/Incentive Program Discount:	\$0		
Rate Stabilization Fund Used:	\$0		

\$15,300

3 Year Agreement Rate Discount:

TOTAL CONTRIBUTION WITH 3 YEAR AGREEMENT

TOTAL CONTRIBUTION

\$898,854
(\$44,943)
\$853,911

807 G Street, Suite 366
Anchorage, Alaska 99501

THIS IS NOT A BILL - Actual Invoices are sent out June 2024
1 | 907 258 2425
7 | 907 279 3615

1 800 337 3682
www.amlja.net

THIS IS NOT A BILL - Actual Invoices are sent out June 2024

City of Kotzebue

FY 2025 GENERAL LIABILITY DETAIL REPORT

08-May-24

GL Limits:	\$10,250,000	GL Deductible:	\$5,000
GL Rate	\$1.654	GL Variable	\$0
PO/E and O Rate	\$1.123	GL Contrl.	\$90,717
ADM*	0	PO/E and O Contrl.	\$61,593
*School Districts Only		Base GL Contribution	\$152,310
Total Payroll	\$5,484,684	GL Broker Fee	\$0
GL Experience Modifier	1.264	General Liability Contribution	\$152,310

City of Kotzebue

FY 2025 WORKERS' COMPENSATION DETAIL REPORT

08-May-24

Code	Description	# Vol	Payroll	Rate	Contribution
9403	Refuse	0	\$442,304	\$12.23	\$54,094
9061	Clubs: All Employees	0	\$276,440	\$2.63	\$7,270
9015	Building Maintenance/Operators	0	\$165,864	\$6.62	\$10,980
8831	Animal Control Officer	0	\$110,000	\$3.06	\$5,366
8810	Clerical/Professional Employees	0	\$1,713,927	\$0.55	\$9,427
8380	Municipal Garage (Incl. Retail Fuel Sales)	0	\$211,152	\$5.92	\$12,500
7720-V	Municipal Garage (Incl. Retail Fuel Sales)	0	\$0	\$6.23	\$0
7720	Police Officers/Public Safety and Volunteers	0	\$1,127,509	\$6.23	\$70,244
7711	Police Officers/Public Safety	14	\$0	\$9.56	\$2,677
7710	Fire Fighters and Drivers - Volunteers	0	\$774,032	\$9.56	\$73,997
7580	Fire Fighters and Drivers	0	\$165,864	\$5.61	\$9,305
7520	Water Works	0	\$221,152	\$4.98	\$11,013
5509	Street/Road Excavation/Paving	0	\$276,440	\$7.92	\$21,894

WORKER'S COMPENSATION CONTRIBUTION CALCULATION

Total Payroll	\$5,484,684	WC Variable	\$0
WC Experience Modifier	1.12	Base WC Contribution	\$286,768
Employee Federal ID #	926001350	WC Broker Fee	\$0
Total WC Contribution		\$286,768	

2025 AUTOMOBILE LIABILITY/COMP AND COLLISION DETAIL REPORT DB-W03Y-24

City of Kotzebue

Year	Make	Model	Serial/Vin#	Value	C/C ?	C/C Ded.	C/C Rate	C/C Cntrl.	Al. Cntrl.	Date Spnt.	Date Fnd
2000	Perrill	Garbage Truck	307200R7979468	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
2011	Ford	F350 4x4	16025	\$37,213	Yes	\$1,000	\$1.20	\$447	S335	7/1/2024	7/1/2025
2011	Chevrolet	Thrive SUV 4x4	16NSKED08R329510	\$34,000	Yes	\$1,000	\$1.20	\$443	S335	7/1/2024	7/1/2025
2011	Chevrolet	Thrive SUV 4x4	16NKG0208R245440	\$38,000	Yes	\$1,000	\$1.20	\$443	S335	7/1/2024	7/1/2025
2011	Chevrolet	Express AVD Van	16NUN0B43A112900	\$29,154	Yes	\$1,000	\$1.20	\$354	S335	7/1/2024	7/1/2025
2010	Ford	F350 4x4	43284	\$18,511	Yes	\$1,000	\$1.20	\$438	S335	7/1/2024	7/1/2025
2010	Ford	F350 4x4	1FTFW1E1WAKL2780	\$31,200	Yes	\$1,000	\$1.20	\$315	S335	7/1/2024	7/1/2025
2010	Ford	F350 4x4	17281	\$21,290	Yes	\$1,000	\$1.20	\$225	S335	7/1/2024	7/1/2025
2007	International	7500 SBA 6x4	47949	\$383,169	Yes	\$1,000	\$1.20	\$1,208	S335	7/1/2024	7/1/2025
2005	Ford	F350 w/ canopy	1FTW121758323274	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
2003	Ford	F350 Crew Cab	1FTNW121758323299	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
1980	GM	Renov Truck	1170EVS60009	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
2001	Pierce	Fire Pumper	4FCTC22Z2A004497	\$270,000	Yes	\$100	\$1.50	\$4,890	S335	7/1/2024	7/1/2025
2013	Ford	Explorer AVD ADR	1FMS48M106854128	\$24,300	Yes	\$500	\$1.50	\$165	S335	7/1/2024	7/1/2025
2000	International	U3513	2E2X0LA89M4E0249	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
2000	Chevrolet	Truck	186170	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
1999	Spaen	All 100 ladder truck	4578AK3393XC021125	\$800,000	Yes	\$1,000	\$1.20	\$1,000	S335	7/1/2024	7/1/2025
1999	Ford	F350	2FTR18W32CA02186	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
1998	Ford	Pickup F350	1F7Z28W5WNB54314	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
1997	Chrysler	APR Vehicle	10791G8HMH101174	\$12,500	Yes	\$1,000	\$1.20	\$150	S335	7/1/2024	7/1/2025
1996	Jeep	Chester	1M4H28B7L233511	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
1994	Ford	Dump Truck	HTYR28D9MA5510	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
1993	Ford	Hydro Vac	1M5K3	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
1993	Ford	Garbage Truck	30268	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
2002	Sterling	Hydroblast	74983	\$0	No	\$0	\$0.00	\$0	S335	7/1/2024	7/1/2025
2014	Ford	Explorer	1FMSK8G86C6A0100	\$38,038	Yes	\$1,000	\$1.20	\$497	S335	7/1/2024	7/1/2025
2013	International	HW607 SBA	3H4KCTV10M275219	\$231,000	Yes	\$1,000	\$1.20	\$2,796	S335	7/1/2024	7/1/2025
2012	International	Int Dump Truck	1M1K1FAD0W413173	\$148,507	Yes	\$1,000	\$1.20	\$1,782	S335	7/1/2024	7/1/2025
2012	Ford	F350 Superduty 4x4 XL	1FT8B8B838C15674	\$46,422	Yes	\$1,000	\$1.20	\$557	S335	7/1/2024	7/1/2025
2012	Ford	F350	1FTFW2B5K6E37394	\$45,000	Yes	\$1,000	\$1.20	\$540	S335	7/1/2024	7/1/2025
2012	Ford	F350	1FTFW2B5K6E37339	\$45,000	Yes	\$1,000	\$1.20	\$540	S335	7/1/2024	7/1/2025
2011	International	HW607 SBA 6x4	3H4KCTV10M414125	\$32,743	Yes	\$750	\$1.35	\$1142	S335	7/1/2024	7/1/2025
2011	Ford	F350 MT Ambulance	1F5D4H4N6E035314	\$120,000	Yes	\$1,000	\$1.20	\$1,560	S335	7/1/2024	7/1/2025
2010	Chevrolet	Silverado Crew Cab	16CME1V71980219	\$50,000	Yes	\$1,000	\$1.20	\$600	S335	7/1/2024	7/1/2025
2010	Chevrolet	Silverado Crew Cab	16CME1V71980216	\$50,000	Yes	\$1,000	\$1.20	\$600	S335	7/1/2024	7/1/2025
2010	Merch	GL33 White Truck	1M2A52C23H0M01138	\$124,000	Yes	\$1,000	\$1.20	\$1,500	S335	7/1/2024	7/1/2025
2015	Perrill	Garbage Truck	3B97202H129208	\$328,473	Yes	\$1,000	\$1.20	\$3,382	S335	7/1/2024	7/1/2025
2012	Ford	F350 Ambulance	1FD0F3H1C33A34962	\$150,000	Yes	\$1,000	\$1.20	\$1,800	S335	7/1/2024	7/1/2025
2014	Ford	Explorer	1FMSK8B88E0428504	\$24,482	Yes	\$500	\$1.50	\$482	S335	7/1/2024	7/1/2025
2013	Ford	Explorer	1FMSK8B88E0428507	\$22,144	Yes	\$500	\$1.50	\$482	S335	7/1/2024	7/1/2025
2014	Ford	Explorer	1FMSK8A11E5A60102	\$29,148	Yes	\$1,000	\$1.20	\$350	S335	7/1/2024	7/1/2025
2013	International	WorkStar 7400 6x4	1H1WGA2X0D108714	\$103,320	Yes	\$1,000	\$1.20	\$1,240	S335	7/1/2024	7/1/2025
2013	International	WorkStar 7400 6x4	1H1WGA2X0D1080713	\$103,320	Yes	\$1,000	\$1.20	\$1,240	S335	7/1/2024	7/1/2025
2013	Ford	F350 4x4	1FTR18W32CA02186	\$54,428	Yes	\$1,000	\$1.20	\$665	S335	7/1/2024	7/1/2025
2013	Ford	F350	1FTR18W32CA02186	\$29,000	Yes	\$1,000	\$1.20	\$364	S335	7/1/2024	7/1/2025
2013	Ford	F350	1FTFW1E1WAKL2780	\$20,158	Yes	\$1,000	\$1.20	\$230	S335	7/1/2024	7/1/2025
2013	Ford	F350	1FTFW1E1WAKL2780	\$20,158	Yes	\$1,000	\$1.20	\$230	S335	7/1/2024	7/1/2025
2013	Ford	F350	1FTFW1E1WAKL2780	\$22,893	Yes	\$1,000	\$1.20	\$275	S335	7/1/2024	7/1/2025
2013	Ford	F350	1FTFW1E1WAKL2780	\$19,158	Yes	\$1,000	\$1.20	\$230	S335	7/1/2024	7/1/2025
2013	Ford	F350	1FTFW1E1WAKL2780	\$26,000	Yes	\$1,000	\$1.20	\$312	S335	7/1/2024	7/1/2025
2013	International	Tractor 40-404	3H4KCTV10M275219	\$231,000	Yes	\$1,000	\$1.20	\$2,796	S335	7/1/2024	7/1/2025
2014	Ford	Explorer	1FMSK8B88E0428603	\$74,382	Yes	\$1,000	\$1.20	\$935	S335	7/1/2024	7/1/2025

AUTOMOBILE CONTRIBUTION CALCULATION - AUTO LIABILITY/COMP. AND COLLISION

Auto Liability Limit	\$10,250,000	Auto Liability Deductible	\$5,000
Scheduled Values	\$3,944,321	Total Number of Vehicles	53
Non-Owned/Hired	\$450	Base AL Contribution	\$17,755
Base C/C Contribution	\$49,110	AL Brokerage Fee	\$0
C/C Brokerage Fee	\$0		
Auto C/C Contribution	\$49,110	Auto Liability Contribution	\$17,755

NOTE: Only those vehicles that are covered under Comp. and Collision have recorded scheduled values.

FY 2025 PROPERTY DETAIL REPORT

City of Koztzebe

Billing/Real Prop + Contents + EDP + Fine Arts + Bus Int + Granged Veh = Total Values

08-May-24

ID#	Property Item	Address	Appraised Bidg Value*	Prop	Content	EDP	Fine Arts	Bus Int	Gar/Veh	Total	Ded	Net	Contribution
133561	Ball and Package Store	238 D Third Avenue	\$10,400,477	\$10,400,477	\$148,847	\$0	\$0	\$0	\$0	\$11,490,064	\$5,000	\$0.32	\$35,342
135023	Builder House	Vanhook Lake	\$175,110	\$175,110	\$0	\$0	\$0	\$0	\$0	\$175,110	\$5,000	\$0.53	\$928
133024	City Hall	238-A Third Ave	\$1,382,515	\$1,382,515	\$146,052	\$172,616	\$0	\$0	\$0	\$1,701,143	\$5,000	\$0.53	\$0,011
133025	Police Station	238 B Third Ave	\$1,384,623	\$1,384,623	\$157,214	\$178,339	\$0	\$0	\$0	\$1,720,176	\$5,000	\$0.45	\$7,744
133026	Sewer Lift Stations -	Various throughout	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$250,000	\$5,000	\$0.53	\$1,324
133027	Transit Building	602 B Third Ave	\$2,077,041	\$2,077,041	\$175,980	\$30,300	\$0	\$0	\$300,000	\$2,583,321	\$5,000	\$0.53	\$13,629
134373	Water Treatment Plant	442 Third Ave	\$3,786,294	\$5,786,294	\$7,462,846	\$10,000	\$0	\$0	\$0	\$6,255,230	\$5,000	\$0.53	\$43,278
133028	Youth Center	346 Wanda St	\$2,023,303	\$2,023,303	\$100,000	\$25,000	\$0	\$0	\$0	\$2,048,303	\$5,000	\$0.45	\$13,724
133029	Dial Facility (Public Works)	602 Third Avenue	\$3,597,810	\$3,597,810	\$0	\$0	\$0	\$0	\$350,000	\$3,947,810	\$5,000	\$0.32	\$12,344
133070	Central Heating Center	238 Third Ave	\$722,843	\$722,843	\$34,329	\$0	\$0	\$0	\$0	\$1,072,172	\$5,000	\$0.37	\$397
133071	Fire Station and Rectory	Third & Blinn	\$6,789,435	\$6,789,435	\$57,216	\$1,038	\$0	\$0	\$350,000	\$7,140,240	\$5,000	\$0.37	\$16,318
133072	Fire Tower (Fireworks)	Third & Blinn	\$186,060	\$186,060	\$0	\$0	\$0	\$0	\$0	\$186,060	\$5,000	\$0.37	\$690
133073	Public Works Garage & Office	602 Third Ave	\$3,445,180	\$3,445,180	\$16,437	\$1,864	\$0	\$0	\$500,000	\$4,111,421	\$5,000	\$0.37	\$15,345
133974	Public Works Quonset	602 Third Ave	\$1,313,570	\$1,313,570	\$28,608	\$0	\$0	\$0	\$500,000	\$1,842,178	\$5,000	\$0.37	\$6,860
133975	Pump House	DuWits Lake	\$61,730	\$61,730	\$3,329	\$0	\$0	\$0	\$0	\$65,059	\$5,000	\$0.37	\$356
133976	Recreation Center	835 Third Ave	\$7,916,603	\$7,916,603	\$371,202	\$1,300	\$0	\$0	\$0	\$8,288,105	\$5,000	\$0.37	\$30,239
134084	Water Tank	602 Third Ave	\$0	\$2,078,840	\$0	\$0	\$0	\$0	\$0	\$2,078,840	\$5,000	\$0.53	\$15,779
134085	Water Tank	602 Third Ave	\$0	\$2,020,341	\$0	\$0	\$0	\$0	\$0	\$2,020,341	\$5,000	\$0.53	\$15,469

PROPERTY TOTALS / CONTRIBUTION CALCULATION

EARTHQUAKE AND FLOOD	
Flood Zone	0
Earthquake Limits	\$100,000,000
Flood Limits	\$125,000,000
Earthquake Deductible	2% / \$100,000 minimum
Flood Deductible	\$100K/\$250K

Total Building Values	\$53,417,863
Total Contents Values	\$4,478,569
Total EDP Values	\$673,107
Total Business Int	\$0
Total Fine Arts	\$0
Total Garaged Veh	\$1,900,000
Total Property Values	\$60,469,539
Base Contribution	\$249,587
Property Broker Fee	\$0
BM Contribution	\$786
Property Contribution	\$250,373

APPRAISED BUILDING VALUES

Property Appraisal data is a member service of the ANLVIA. Appraisal data is collected by ANLVIA Risk Managers and values are reviewed by Appraisal Company of Alaska, but are not certified appraisals and can not be used as such. Appraisal values are intended to give you an idea of the current value of your property, with the understanding that the ANLVIA is not engaged in rendering legal, survey or other professional services. If there is a difference from your scheduled value, we STRONGLY RECOMMEND that your scheduled value be within 20% of the indicated appraisal value. Property values will not be adjusted without your written request.

FY 2025 MOBILE EQUIPMENT DETAIL REPORT

08-May-24

City of Kotzebue	Year	Make	Model	Serial/Title	Location	Valuation	Def	Rate	Contribution	Date Start	Date End
Yes	2009	Isuzu	BA 7000 Asphalt Reclaimer	N09BA029013109	Kotzebue, AK	\$125,100	\$5,000	\$0.50	\$676	7/1/2024	7/1/2025
Yes	2008	Komatsu	D 66EX-1510 Dozer	70578	Kotzebue, AK	\$242,201	\$5,000	\$0.50	\$1,215	7/1/2024	7/1/2025
Yes	2006	Mack	Autumn	QW150221506	Kotzebue	\$150,000	\$5,000	\$0.50	\$800	7/1/2024	7/1/2025
Yes	2015	Peterbilt	4070 Body Front Loading Refuse Truck	3AP212072920208	Kotzebue	\$128,423	\$5,000	\$0.50	\$1,642	7/1/2024	7/1/2025
Yes	2008	Tomcat	T-7010 22' WLD Compacted Wheel Acs	48N12208L02311	Kotzebue, AK	\$44,550	\$5,000	\$0.50	\$722	7/1/2024	7/1/2025
Yes	2021	UAHek	NA	NA	Kotzebue	\$20,000	\$5,000	\$0.50	\$100	7/1/2024	7/1/2025
Yes	2013	Volvo	L130G Loader	VCCL1100K00002888	Kotzebue	\$233,166	\$5,000	\$0.50	\$1,166	7/1/2024	7/1/2025
Yes	2013	Volvo	L130G Loader	VCCL1310G10002882	Kotzebue	\$316,120	\$5,000	\$0.50	\$1,631	7/1/2024	7/1/2025
Yes	2001	Zodiac	R118	FRVDC782AVW001	Kotzebue	\$19,000	\$5,000	\$0.50	\$95	7/1/2024	7/1/2025

MOBILE EQUIPMENT CONTRIBUTION CALCULATION

Total ME Scheduled Values:	\$1,499,430
Base ME Contribution:	\$7,497
ME Broker Fee:	\$0
Total Mobile Equipment Contribution:	\$7,497

FY 2025 POLICE PROFESSIONAL LIABILITY DETAIL REPORT
City of Kortebeue 08-May-24

Chief's Name:	Roger Rouse	PPL Limit:	\$10,250,000
No. of Officers 1:	9	PPL Deductible:	\$5,000
No. of Guards:	6	Reported Police Payroll:	\$1,177,509
No. of Volunteers:	0		
Holding Facilities:	<input checked="" type="checkbox"/>	Police Dogs:	<input type="checkbox"/>
Firearms:	<input checked="" type="checkbox"/>		

POLICE PROFESSIONAL LIABILITY CALCULATIONS

PPL Variable:	\$0
PPL Base Contribution:	\$119,741
PPL Broker Fee:	\$0
Total Police Professional Liability Contribution:	\$119,741

025 ENHANCEMENT COVERAGE REPORT

08-May-24

City of Kotzebue

Coverage Type: Liquor Liability
 Coverage Policy #: _____
 Eff Date/Beg: 7/1/2024
 Eff Date/End: 7/1/2025

Limits: \$10,250,000
 Gross Receipts: Based on \$3,000,000 Est. Receipts

Deductible: \$0
 Brokerage Fee: \$15,000
 Contribution: \$0

Coverage Type: Crime Coverage
 Coverage Policy #: _____
 Eff Date/Beg: 7/1/2024
 Eff Date/End: 7/1/2025

Limits: \$250,000
 Beads Included

Deductible: \$10,000
 Brokerage Fee: \$0
 Contribution: \$300

TOTAL SUPPLEMENTAL COVERAGES: \$15,300



FY 2025 RATE STABILIZATION FUND CREDIT

08-May-24

City of Kotzebue

How to Use Your Rate Stabilization Fund Credit

The Alaska Municipal League Joint Insurance Association, Inc. (AMLJIA) is distributing members' retained earnings in a way that benefits both the membership and the pool itself. This program, called the Rate Stabilization Fund, considers longevity, loyalty and contributions to the program consistent with the desires of the Board of Trustees to meet that goal.

The Rate Stabilization Fund is based upon the allocation principles expressed in the Cooperative Participation Agreement (CPA) Section 11 (2), "Members' Equity and Dividend Distribution," which offer guidance on how to fairly and equitably distribute members' retained earnings. The fund consists of appropriations made to it from time to time by the AMLJIA Board of Trustees. Each member has its own balance which can be used to offset contributions. Members will be allowed to use up to one-third (33.3%) of the balance of their account in any one year until the balance remaining falls below \$150. If the total balance is \$150 or less, the entire amount may be used in a single fiscal year.

If you choose to use your credit this year, please indicate the amount of money you wish to use from the amount available to you this year, sign this form confirming your decision, and return it to the AMLJIA at the fax number above. Once we receive the signed form, we will send a credit invoice indicating the difference between your total contribution minus the amount of the credit which you elected to use.

Rate Stabilization Fund Balance	\$21,691
Credit Amount Available this Year:	\$7,230
Amount of Available Credit Member Desires to Use:	_____

Signature and Title: _____ Date: _____

PLEASE FAX THIS COMPLETED FORM TO 907-279-3615

807 G Street, Suite 256
 Anchorage, Alaska 99501

T 907 258 2625
 F 907 279 3615

T 800 337 3682
 www.amljia.org



**CITY OF KOTZEBUE
RESOLUTION 24-31**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ESTABLISHING JUNE 16 THROUGH JUNE 28, 2024 AS "JUNE NELSON SPRING CLEAN UP AND BEAUTIFICATION WEEK" AND AUTHORIZING WAIVER OF BALER BUILDING FEES FOR CLEAN UP WEEK PARTICIPANTS.

WHEREAS, each spring rubbish and debris that have been buried during the long winter are exposed with the melting snow and an organized effort must be in place to clean up the City;

WHEREAS, the City of Kotzebue has sponsored a spring clean up for a number of years with an "Adopt a Block" program involving various businesses and neighborhoods, as well as a special "Kids Community Pride Day," (also known as "*Dollar-A-Bag-Day*") set for Saturday, June 22, 2024 from 10 a.m. to 6 p.m. to involve the young people, and;

WHEREAS, there must be facilities available for disposal of all the rubbish and debris collected by residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Kotzebue hereby establishes June 16 through June 28, 2024, as "June Nelson Spring Clean Up and Beautification Week" and encourages all residents to take pride in their community and participate in the City wide clean up events.

FURTHER, BE IT RESOLVED that the City Council of the City of Kotzebue authorizes the City Manager or her designee to waive all fees at the Baler Building for those dropping off residential debris from June 16 through June 28, 2024 during the hours of 8 a.m. to 8 p.m. Large ticket items or "Adopt A Block" collections can be picked up June 26, 27 and 28, 2024 after residents have signed up with Lorraine Hunnicutt, Public Works Administrative Assistant at 442-5200 or City Hall at 442-3401 following the instructions on Exhibit "A" attached hereto.

PASSED AND APPROVED by a duly constituted quorum of the City Council for the City of Kotzebue this 24th day of May 2024.

CITY OF KOTZEBUE:

Saima Chase, Mayor

ATTEST:

(Seal)

Rosie Hensley, City Clerk

Attachment: Exhibit "A" – Large Item Instructions and Hazardous Waste [2 pages]

LARGE ITEM INSTRUCTIONS

1. PILES ARE TO BE AT SIDE OF LOT, EASILY ACCESSIBLE BY CREW.
2. COMPLETE THE ORANGE TAG, LISTING ITEMS TO BE PICKED UP.
3. INSERT THE ORANGE TAG INTO THE PLASTIC ENVELOPE.
4. SECURELY ATTACH THE ENVELOPE TO THE LARGE ITEM(S) IN PILE.

ONLY ITEMS LISTED ON THE ORANGE TAG WILL BE
REMOVED BY THE CITY.

EXAMPLES OF LARGE ITEMS:

- o FURNITURE
- o LARGE APPLIANCES
- o LUMBER & WOOD SCRAPS
- o METAL PIECES (free of oil & gasoline)

THINGS NOT CONSIDERED LARGE ITEMS:

- HAZARDOUS WASTE PRODUCTS (see back of this sheet)
- ANYTHING THAT CAN BLOW AWAY
- VEHICLES OF ANY SORT (these require special handling - contact Jim Beasley at baler building)
- HOUSEHOLD TRASH (even if picked up from grounds)

**QUESTIONS? CALL BALER BUILDING:
442-2105**

CITY OF KOTZEBUE

PROPER HANDLING & DISPOSAL OF HAZARDOUS WASTE FROM RESIDENCES:

ALL OILS AND ANTI-FREEZE MUST BE PLACED IN A CLOSED, DURABLE CONTAINER, ONE GALLON OR LESS IN SIZE. (Containers such as milk and juice containers, or coffee cans with lids work fine for storing and transporting these items.)

LIQUIDS CANNOT BE DISPOSED OF IN HOUSEHOLD TRASH, NOR WITH LARGE ITEMS FOR PICK UP. SOME ARE, BUT NOT LIMITED TO:

- ▶ Cooking Oils
- ▶ Seal Oil
- ▶ Petroleum Based Oils
- ▶ Used Motor Oils
- ▶ Anti-Freeze (also known as Glycol)
- ▶ Paints (oil-based and/or latex)

REMEMBER TO ALWAYS KEEP OIL FREE OF ALL OTHER SUBSTANCES, SUCH AS WATER, RAGS, PLASTIC, & PAPER. ALL LIQUID ITEMS MUST BE KEPT SEPARATED, NOT MIXING WITH ANY ANOTHER, i.e. oil with anti-freeze.

(Other liquids such as milk, water & water-based foods (that do not contain oil) can be disposed of through household drains.)

BATTERIES ARE ALSO CONSIDERED HAZARDOUS WASTE.

ALL OF THESE ITEMS WILL BE ACCEPTED AT THE BALER BUILDING UNDER SUPERVISION. THERE IS NO CHARGE FOR SUPERVISED DISPOSAL OF RESIDENTIAL HAZARDOUS WASTE.

FOR ARRANGEMENTS CALL BALER BUILDING AT
442-2105



**CITY OF KOTZEBUE
RESOLUTION NO. 24-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE
AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO FINALIZE A
GRANT AGREEMENT WITH THE ALASKA HOUSING FINANCE CORPORATION
FOR THE LAST FRONTIER HOUSING INITIATIVE.**

WHEREAS, the City Council in Resolution 23-56, as amended on the record, passed on December 14, 2023, a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein, directed the City Manager, *inter alia*, on behalf of the City of Kotzebue to participate in the AHFC Last Frontier Housing Initiative;

WHEREAS, the City Administration have worked diligently with AHFC and potential local and regional government partners over the last five months to effectuate this AHFC Last Frontier Housing Initiative for the City of Kotzebue,

WHEREAS, AHFC has presented a draft grant agreement with attachments and exhibits as set forth in Exhibit “B” attached hereto and incorporated by reference herein;

WHEREAS, AHFC has informed the City of Kotzebue that there is “*a fair amount of flexibility on the structure of [the grant] agreement [and] [i]f anything seems like a problem for the City, [AHFC] can probably adjust to make it work for [the City]*”; and,

WHEREAS, the City of Kotzebue desires to make its best, good faith effort to make this Initiative work for residents of Kotzebue.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue, authorizes the City Manager, or her Designee, to work with the City Attorney and Senior Administrative Staff to negotiate, finalize and execute a Grant Agreement with AHFC on such terms and conditions as are acceptable to AHFC and beneficial, appropriate and attainable for the City of Kotzebue.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 24th day of May, 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachment:

Exhibit "A" -- Resolution 23-56 [9 pages]

Exhibit "B" -- AHFC draft Grant Agreement w/ attachments and exhibits [26 pages]



CITY OF KOTZEBUE
RESOLUTION NO. 23-56
[AS AMENDED ON THE RECORD]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE DIRECTING THE CITY MANAGER OR HER DESIGNEEE TO PARTICIPATE IN THE ALASKA HOUSING FINANCE CORPORATION’S (“AHFC”) LAST FRONTIERS HOUSING INITIATIVE AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO WORK WITH AHFC AND OTHER KOTZEBUE PARTNERS TO INVEST FIVE MILLION DOLLARS (\$5,000,000) TO SPUR NEW HOUSING IN KOTZEBUE.

WHEREAS, AHFC has proposed new housing development funds to local governments in Bethel, Kotzebue and Nome as set forth in Exhibit “A” attached hereto with AHFC’s Planning & Program Development Department leading this effort and offering technical assistance to support this project;

WHEREAS, the funding for this Initiative comes from \$3,000,000 in State of Alaska General Funds through the Rural Professional Housing Program which must support the construction of no fewer than six housing units for state professionals and \$2,000,000 in federal funding expiring September 1, 2025 which must be used to construct three new units for families meeting the federal definition of low income;

WHEREAS, the City of Kotzebue will submit as required a signed, non-binding letter of intent to participate in this housing initiative with key contacts identified as set forth in Exhibit “B” attached hereto;

WHEREAS, since the AHFC Last Frontiers Housing Initiative requires a 15% community match to be spent over an aggressive timeline to spur new housing construction in the targeted communities and must be designed, developed and owned by the local government or its designee, this AHFC Initiative should involve other partners in Kotzebue; and,

WHEREAS, communities receiving these Last Frontiers Housing Initiative funds are encouraged to leverage these monies with local, philanthropic or other funds to the greatest maximum extent possible.

Resolution 23-56 [As Amended on the Record]
December 14, 2023 RCCM
AHFC Last Frontiers Housing Initiative
Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue directs the City Manager or her designee to proceed as set forth herein regarding the AHFC Last Frontiers Housing Initiative.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 14th day of December, 2023.

CITY OF KOTZEBUE



Saima Chase, Mayor
Derek Haviland-Lie Vice Mayor

ATTEST:



Rosie Hensley, City Clerk



Attachment: Exhibit "A" – AHFC Last Frontiers Housing Initiative [6 pages]
Exhibit "B" – Mayor's letter to AHFC [1 page]



**INVESTING IN IN WESTERN ALASKA
FILLING CRITICAL STATE POSITIONS, BUILDING STRONGER COMMUNITIES**

New housing development funds to local governments in Bethel, Kotzebue and Nome

Commissioners from the State of Alaska identified hard-to-fill, critical positions in communities across the state. Western Alaska was identified as a region most in need and likely to benefit from state workers in hub communities.

With a minimum 15% match, AHFC is prepared to respond to this need with a capital investment up to \$5 million to be spent over an aggressive timeline to spur new housing construction in targeted communities. The housing project will be designed, developed and owned by the local government (or its designee).



15% community match

Funding comes from a combination of state and federal sources and targets two objectives: \$3 million in state General Funds made available through the Rural Professional Housing program to support construction of no fewer than six housing units for state professionals. \$2 million in expiring federal funds is targeted to support the affordable housing needs of each community by constructing three new units for families meeting the federal definition of low income.

\$5 million in AHFC grants



At least 9 new housing units

Communities are encouraged to leverage AHFC's contribution with local, philanthropic or other funds to the greatest maximum extent.

New construction must meet AHFC's minimum criteria for financing, including energy efficiency standards of 5-star-plus or greater.

TIMELINE:

- Week of Dec. 4, 2023: Stakeholder meetings
- 30-days from today: AHFC receives signed, non-binding letter of intent from local government to participate in this housing initiative with key contacts identified

Funds rejected by communities not interested/unable to participate will be re-allocated to communities able to advance these development resources.

- Jan. 1, 2024: AHFC publicly announces local government participation in this Last Frontiers Housing Initiative
- March 1, 2024: Local Government Team Identified; Materials Ordered
- September 1, 2025: Deadline for expenditure of use-it or lose-it federal funds

RESOURCES:

AHFC's Planning & Program Development Department is leading this effort and positioned to offer technical assistance to support an enhanced development project.

CONTACT: Daniel Delfino, Planning Director, ddelfino@ahfc.us





Rural Professional Housing
Last Frontier Initiative
Allocation Plan

0



Overview: Last Frontier Housing Initiative

The allocation plan summarizes and includes the following:

- Needs assessment: Public Safety and Commissioner survey
- Past allocations and gaps in housing coverage
- Allocation plan assumptions and implied investment limits



New Housing Developments in Focus Areas *

Community	Rural Professional Program	Affordable Housing Programs
Bethel	2015	2022
Kotzebue	2023, 2004	2001
Nome	2020, 2008	2022, 2008
Sitka**	N/A	2007
Ketchikan**	N/A	2022, 2009

Historically, these five communities have experienced challenges in utilizing development resources that serve “small communities” or urban hubs.

*Notes the two most recent award cycles where AHFC funded new housing builds in the respective communities.

**Sitka and Ketchikan are the only two communities not connected by road to Anchorage with populations above the 6,500 threshold for “small communities.”



Allocation Plan: Summary

Allocate available funding through three channels:

- 1) Increase the funds available for the current Rural Professional Housing round to facilitate seven (7) statewide developments.

Awarded funding (11/21) to build / renovate 17 rural professional housing units in: Hoonah, Napakiak, Talkleetna, Thorne Bay, Togiak, Venetie, and Yakutat.

- 2) Announce targeted rural professional and affordable housing funds to governments in Bethel, Nome and Kotzebue.
- 3) Announce targeted affordable housing funds to governments in Ketchikan and Sitka.



Last Frontier Housing Initiative: West

Allocation Terms for \$5.0M (each) to Bethel, Kotzebue and Nome with local government* commitment for the following:

- Identifying / securing land
- Assembling / selecting development team (builder / architect)
- Identifying / recruiting property manager
- Securing at least 15% match to project cost
- Scope approval & vehicle to backstop cost overruns
- Delivering minimum of 6 new professional housing units and 3 new affordable housing units.

Regardless of the construction completion, all ERA funding must be paid out prior to 9/30/2025 to satisfy the Treasury program rules.

*Dedicated Alaska Housing staff will be available to provide technical assistance and support through the development process.



P.O. Box 46
Kotzebue, Alaska 99752

City Hall
(907) 442-3401

Police Dept.
(907) 442-3351

Fire Dept.
(907) 442-3404

Public Works
(907) 442-3401

December 11, 2023

Alaska Housing Finance Corporation
Daniel Delfino, Planning Director

Re: Rural Alaska Housing Grant

Dear Alaska Housing Finance Corporation,

I am writing on behalf of the City of Kotzebue's interest in the Rural Professional Housing- Last Frontier Initiative. We are grateful for this opportunity to provide much needed housing for our community as the need for more professional and low-income housing is a top priority.

As part of our strategy to maximize the impact of this grant, we are actively seeking collaboration with local partners. Currently, the Northwest Arctic Borough is working in conjunction with us, and we are reaching out to other groups as partners for these projects. By fostering strong partnerships, we aim to create a comprehensive approach that addresses various facets of housing challenges in Kotzebue. We plan to engage with local stakeholders, leverage the expertise of our partners, and ensure that the allocated funds are used efficiently to make a meaningful difference in our community.

Furthermore, we understand the importance of regular updates and reporting. The City is dedicated to transparent and effective project management. We look forward to working closely with your Planning & Program Development Department and other local entities to make a positive impact on housing in Kotzebue. Thank you for the opportunity to provide these resources to our community.

Sincerely,

Teressa "Tessa" Baldwin
City Manager
City of Kotzebue

Last Frontier Housing Initiative Draft Grant

Andy Petroni <apetroni@ahfc.us>

Thu 4/11/2024 5:10 PM

To:'TBaldwin@Kotzebue.org' <TBaldwin@Kotzebue.org>

Cc:Saima Chase <saimajohnson@gmail.com>;Joe Evans <Joe@jwevanslaw.com>;Daniel Delfino <ddelfino@ahfc.us>

📎 9 attachments (853 KB)

ATTACHMENT A Standard Provisions 012022.pdf; Attachment B reporting and provisions updated.docx; ATTACHMENT C Financial Provisions (Rev 1.22).docx; E2PstDevProv(Ver.1).doc; E3AffMrktPln(Ver.1).docx; E5Protects(Ver.1).doc; 1. Grant Agreement Draft.doc; E1PrptyLaws(Ver.1).doc; 1. Grant Agreement Draft.doc;

Hi Tessa,

The Draft grant agreement, attachments, and exhibits are attached. Many of the grant reporting and compliance requirements depend on the federal program choice selection for the low-income housing. Once that choice is made, we can remove any unnecessary provisions.

We have a fair amount of flexibility on the structure of this agreement. If anything seems like a problem for the City, we can probably adjust to make it work for you.

Please let me know if you have any questions.

v/r



Andy Petroni

Manager, Housing Development, Planning
4300 Boniface Parkway | Anchorage, Alaska 99504
Direct: 907-330-8275 | Fax: 907-338-2585 | ahfc.us

The information transmitted in this email and any attachments is intended only for the personal and confidential use of the intended recipients. This message may be or may contain privileged and confidential communications. If you as the reader are not the intended recipient, you are hereby notified that you have received this communication in error and that any retention, review, use, dissemination, distribution or copying of this communication or the information contained is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail. If you have received this communication in error, please notify the sender immediately and delete the original message from your system.

GRANT AGREEMENT

State of Alaska

Alaska Housing Finance Corporation

Program: Last Frontier Housing Initiative (LFH)	Grant Agreement Number: LFH-24-KOZ-1	Project : LFH City of Kotzebue; Kotzebue, Alaska
Funding Sources: See detail in grant budget		Activity: Last Frontier Housing Initiative
GRANTEE DATA		AHFC DEPARTMENT DATA
<u>Address:</u> City of Kotzebue 100 Lincoln St. Sitka, AK 99835		<u>Address:</u> Alaska Housing Finance Corporation Planning and Program Development Department P.O. Box 101020 Anchorage, Alaska 99510-1020
<u>Contact Name:</u> Tessa Baldwin <u>Email Address:</u> TBaldwin@Kotzebue.org <u>Phone:</u> (907) <u>Fax:</u> (907)		<u>Program Manager:</u> [AHFC Contact] <u>Grants Administrator:</u> [AHFC Contact]
<u>Federal ID Number:</u> <u>UEI Number:</u>		<u>Program Administration:</u> Planning Department Alaska Housing Finance Corporation
<p>The Alaska Housing Finance Corporation (AHFC) and the City of Kotzebue (hereinafter referred to as the "Grantee") agree as set forth herein.</p> <p>Section I. AHFC shall provide grant funds to the Grantee in an amount not to exceed Five million dollars and zero cents (\$5,000,000.00) for the acceptable performance of the activities under the terms set forth in this Agreement. The amount of the payment is based upon project expenses incurred which are authorized under the Approved Budget by Line Item.</p> <p>Section II. The Grantee shall perform all of the work and comply with all of the terms required by this Agreement.</p> <p>Section III. The effective date of this Agreement is the date upon which it is executed by the AHFC Director of Administrative Services. The period of performance of this Agreement shall be from January 1, 2024 through December 31, 2026.</p> <p>Section IV. This Agreement consist of this page, the attached Signatory/Notary page, Approved Budget by Line Item, Statement of Special Terms and Conditions and the following attachments:</p>		
<p>ATTACHMENTS: All items as indicated on Attachment E and found in the online submission system. Any fully executed Amendments to this Agreement.</p>		
<p>ALASKA HOUSING FINANCE CORPORATION</p>		
_____ Daniel Delfino, Director Planning and Program Development		_____ Date

GRANTEE ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on the dates set out below. This Grant Agreement takes effect on the date of its execution by AHFC.

GRANTEE AUTHORIZED SIGNATURE: _____

GRANTEE PRINTED NAME AND TITLE: Saima Chase, Mayor

FIRM NAME: City of Kotzebue

258A Third Avenue

Kotzebue, AK 99752

GRANTOR (AHFC) ACKNOWLEDGEMENT

GRANTOR AUTHORIZED SIGNATURE: _____

GRANTOR PRINTED NAME AND TITLE: Gregory Rochon, Director, Administrative Services

FIRM NAME: Alaska Housing Finance Corporation

P.O. Box 101020

Anchorage, AK 99510-1020

APPROVED BUDGET BY LINE ITEM

Cost Category	ERA2 Funding (Federal)	Rural Professional Housing Funding (State)	Other Funding	Total Project Cost
Acquisition				
Construction	\$2,000,000.00	\$3,000,000.00	\$750,000.00	\$5,750,000.00
General Requirements				
Contractor Profit / Overhead				
Soft Costs				
Developer Overhead/Fees				
Total Costs	\$2,000,000.00	\$3,000,000.00	\$750,000.00	\$5,750,000.00

Budget Funding Sources:

US DOT Emergency Rental Assistance 2 (ERA2); 5/10/2021
 ERA2 – 0072
 THHP – General Fund, Last Frontier Housing, SFY 2023

Request for Budget Revisions:

Any changes to the above Budget must be requested using the Budget Revision Request (BRR) form listed in Attachment E. An executed formal grant agreement will be required if there is an approved change by the Corporation in the scope of work (i.e., activities), the beginning or ending date of the period of performance is adjusted, or a new funding award will increase the grant agreement/amendment.

Audit Requirement:

Figures reflected in the Total Project Cost column of the Budget, above, may include Federal and State Funds appropriated by the State Legislature or granted directly to the agency or in-kind funds provided by the Grantee. If Grantee expended \$750,000 or more of Federal, or \$750,000 or more of State Financial Assistance in a fiscal year, Grantee shall be required to comply with the Federal and State Single Audit Act. Refer to Attachment B Article 5.c. Audit Report Requirement.

Federal and State award funds may be disbursed at different rates within the award budget. Awardees must contact AHFC at the end of their fiscal year to verify the exact split of Federal and State funds disbursed. The Awardee will need this information to comply with the Federal and State Single Audit Act.

STATEMENT OF SPECIAL TERMS AND CONDITIONS

Activity #1: Affordable Housing Units

The following scope applies to projects developed using ERA2 funding (“Federal Rent Relief Program”) in accordance with the requirements of Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020), and Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), and any regulations, guidance or other program rules issued or hereinafter issued thereunder.

1. Grantee must newly construct no fewer than three (3) rental housing units. Any units beyond the three (3) rental units funded with ERA-2 funds will not require income or rent restrictions.
2. These units may be constructed by the Grantee or through an entity (or entities) procured by the Grantee.
3. The units may be owned and / or operated by the Grantee or through an entity (or entities) procured by the Grantee.
4. ERA2 assisted units are to be rented to very low-income households. (those with income at or below 50% of the area median income adjusted for household size).
5. Rent and income restrictions will be secured by a land use restriction agreement (LURA) for no less than twenty (20) years.
6. All ERA2 funds must be expended no later than September 30, 2025.
7. A project funded, in whole or in part, with ERA2 funds must conform to and meet the program regulations and other requirements of at least one of the types of assistance listed below. The program(s) under which the ERA2 funded project will comply must be determined before any site work begins.
 - a. Low-Income Housing Tax Credit (Treasury);
 - b. HOME Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD));
 - c. HOME-ARP Program (HUD);
 - d. Housing Trust Fund Program (HUD);
 - e. Public Housing Capital Fund (HUD);
 - f. Indian Housing Block Grant Program (HUD);
 - g. Section 202 Supportive Housing for the Elderly (HUD);
 - h. Section 811 Supportive Housing for Persons with Disabilities (HUD);
 - i. Farm Labor Housing Direct Loans and Grants (U.S. Department of Agriculture (USDA));
 - j. Multifamily Preservation and Revitalization Program (USDA).
8. The ERA2 subsidy limit is \$666,667 per unit.
9. Grantee may sub-grant this award to a development team.
10. Project Timeline (estimated):

[TBD]:	Execute Grant Agreement
[TBD]:	Issue RFP

- [TBD]: Close RFP
- [TBD]: Issue Notice to Proceed with contract
- [TBD]: Final completion deadline
- 9/30/2025: 100% of grant funds expended
- 12/31/2025: Grant closeout

Activity #2: State Employee Housing Units

The following scope applies to projects developed using Rural Professional Housing funding in accordance with the requirements of 15 AAC 154.700 and any regulations, guidance or other program rules issued or hereinafter issued thereunder.

1. Grantee must newly construct no fewer than six (6) rental housing units for State of Alaska Employees. Any units beyond the six (6) rental units funded with RPH funds will not require occupancy restrictions.
2. The State of Alaska will identify professionals to be housed. If no State workers are available for occupancy after an agreed upon notice period, local government professionals may occupy the units.
3. These units may be constructed by the Grantee or through an entity (or entities) procured by the Grantee.
4. The units may be owned and / or operated by the Grantee or through an entity (or entities) procured by the Grantee.
5. Occupancy restrictions will be secured by a land use restriction agreement (LURA) for no less than ten (10) years.
6. Grantee may sub-grant this award to a development team.
7. Project Timeline (estimated):

- [TBD]: Execute Grant Agreement
- [TBD]: Issue RFP
- [TBD]: Close RFP
- [TBD]: Issue Notice to Proceed with contract
- [TBD]: Final completion deadline
- [TBD]: Grant closeout

ATTACHMENT E

FORMS, REPORTS, REGULATIONS AND EXHIBITS

Applicability ERA, RPH, or Both	Please return this document to AHFC with the signed/initialed Award Agreement, Budget, and Exhibits (if any).
	Checklists

	Download and retain for use.
Both	<u>Pre-Disbursement-Pre-Execution Checklist</u> <i>Pre-Disbursement Checklist (GOAL Ver.1)</i>
Both	<u>Project Close-Out Checklists</u> <i>Form #: Close-Checklist(Ver.5)</i>
	Deed Restrictions
Both	<u>Declaration of Conditions, Covenants, and Restrictions</u> <i>Form #:</i>
Both	<u>Deed of Trust, and Deed of Trust Note</u> <i>Form #:</i>
	LFHI Project Reporting
Both	<u>Project Reporting Workbook</u> <i>Form #: QRprt(Ver.1)</i>
ERA	<u>Sect 3 and MBE-WBE Reporting Forms</u> <i>Form #: REVISED 10-27-2021</i>
	Exhibits
Both	<u>Exhibit 1 Property Standards and Federal Laws</u> <i>Form #: E1PropStndrds-Laws(GOLVer1)</i>
ERA	<u>Exhibit 2 HOME Post-Development Provisions</u> <i>Form #: E2PstDevProv(GOLVer1)</i>
ERA	<u>Exhibit 3 Affirmative Marketing Plan</u> <i>Form #: E3AffMrktPln(GOLVer1)</i>
ERA	<u>Exhibit 5 Tenant and Participant Protections</u> <i>Form #: E5Protects(GOLVer1)</i>
	Financial Forms
Both	<u>AHFC Cost Allocation Plan</u> <i>Form #: CostAllocPln(Ver3)</i>
Both	<u>Authorized Signatories Form</u> <i>Form #: SignAuth(S-PVer.2)</i>
Both	<u>Budget Request Revision Form</u> <i>Form #: BudgRevisReq(Ver.1)</i>
Both	<u>Funds Disbursement Request</u>
Both	<u>Quarterly Financial Report</u>
	General Regulations
Both	<u>15 AAC 154.010 - 15 AAC 154.090 Grant Programs</u> <i>(Rev. 6/18/08)</i>
Both	<u>Article 7. Grant Management: 15 AAC 154.700 – 15 AAC 154.835</u> <i>(Rev. 6/18/08)</i>
Both	<u>Chapter 36.25 Contractors' Bonds</u> <i>(Rev. 1/11/11)</i>
Both	<u>Chapter 45. Grant Administration: Audit Requirements: 2AAC 45.010</u> <i>(Rev. 1/11/11)</i>
	Grant Attachments
Both	A. <u>Standard Provisions</u> <i>Form #: Attachment A Awards – Planning 01-2022</i>
Both	B. <u>Reporting and General Provisions</u> <i>Form #: Attachment B Reporting</i>
Both	C. <u>Financial Provisions</u> <i>Form #: Attachment C Financial Provisions (rev 01-2022)</i>
	LFHI Program Forms and Reference Materials
Both	<u>Purchasing Checklist</u> <i>Form #: PurchCheck(Ver.1)</i>
Both	<u>Summary of Building Inspections Requirements</u> <i>Form #: BldgInsp(Ver.1)</i>
Both	<u>Project Cost Certification Requirements</u> <i>Form #: CostCert(Ver.1)</i>
Both	<u>Sample Management Plan Guidelines</u> <i>Form #: MgmtPlan(Ver.1)</i>

ATTACHMENT E

CERTIFICATION OF UNDERSTANDING AND COMPLIANCE

The Grantee certifies that the person signing and submitting this Certification of Understanding and Compliance for Attachment E has the full and unencumbered authority to bind the Grantee, has read each and every provision of the Attachment, has a complete understanding of all requirements of the Attachment and the provisions of any Agreement that may be formed as a result of the Attachment.

AUTHORIZED SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

**ATTACHMENT A
Standard Provisions**

ARTICLE 1. GRANT MANAGEMENT REGULATIONS

AHFC’s Grant Management Regulations, 15 AAC 154.700 – 154.835, as amended from time to time, are incorporated by reference, and made part of this grant agreement. These regulations provide rules for the administration and management of all AHFC grants.

ARTICLE 2. GOVERNING LAW

This Grant Agreement is made and entered into in the State of Alaska and shall be governed by the laws of the State of Alaska and any Federal laws and regulations pertaining to this grant program. Any action relating to this Agreement shall be brought in the courts of the State of Alaska, Third Judicial District, at Anchorage, Alaska.

ARTICLE 3. SEVERABILITY

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the Agreement which can be given effect without the invalid provision.

ARTICLE 4. AMENDMENTS AND MODIFICATIONS

This Agreement, including all attachments and documents which by reference are incorporated herein, contains the entire Agreement between AHFC and the Grantee. Except as provided in 15 AAC 154.770, this Agreement may not be modified or amended except in writing signed by both parties and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties.

ARTICLE 5. INDEMNIFICATION

The Grantee shall indemnify, hold harmless and defend AHFC and the State of Alaska, their officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Grantee, it’s contractors, or anyone directly or indirectly employed by Grantee in the performance of this Agreement.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from Grantee’s performance under this Agreement which is caused by the joint negligence of AHFC, or the State, and the Grantee shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC or the State must be a direct result of active involvement by AHFC or the State.

ARTICLE 6. WAIVER

No provision of this Grant Agreement may be waived unless agreed to in advance by AHFC in writing. AHFC’s failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

**ATTACHMENT A
Standard Provisions**

ARTICLE 7. INSURANCE

The apparently successful Grantee must provide the required insurance certificates as described below within ten (10) working days of Notice of Intent to Award. AHFC will not sign a grant agreement or contract, issue a notice to proceed, or make any payment absent the required insurance certificates.

Without limiting Grantee’s indemnification, it is agreed that Grantee will purchase at its own expense and maintain in force at all times during the performance of services under this Grant, the following policies of insurance.

AHFC Risk Management reserves the right, but not the obligation, to review and revise any of the following insurance requirements, based on insurance market conditions which may affect the availability or affordability of coverage; or based on changes in the scope of work or specifications that apply to this Grant. In addition, AHFC Risk Management reserves the right, but not the obligation, to review and reject any insurance policies failing to either meet the necessary criteria or that have been provided by an insurer in poor financial condition or legal status.

The requirements contained herein, as well as AHFC Risk Management review or acceptance of insurance maintained by Grantee is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by Grantee under this Grant.

Insurance policies required to be maintained by Grantee will name AHFC as additional insured for all coverage where applicable.

Grantee and its subcontractors/subgrantees agree to obtain a waiver, where applicable, of all subrogation rights against AHFC, its officers, officials, employees and volunteers for losses arising from work performed by the Grantee and its subcontractors/subgrantees for AHFC. However, this waiver shall be inoperative if its effect is to invalidate in any way the insurance coverage of either party.

Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the Grantee's policy contains higher limits, AHFC will be entitled to coverage to the extent of such higher limits. The coverages and/or limits required are intended to protect the primary interests of AHFC, and the Grantee agrees that in no way will the required coverages and/or limits be relied upon as a reflection of the appropriate types and limits of coverage to protect Grantee against any loss exposure whether a result of this Grant or otherwise.

Grantee is to provide AHFC notice of cancellation or non-renewal of any insurance policy required under this grant. Grantee’s insurance agent/broker shall provide certificate holder notice of cancellation/non-renewal in accordance with the laws of the State of Alaska.

Failure to furnish satisfactory evidence of insurance or lapse of any required insurance policy is a material breach and grounds for termination of the Grant.

ATTACHMENT A Standard Provisions

A. **Workers' Compensation Insurance:** The Grantee will provide and maintain, for all employees of the Grantee engaged in work under the Grant, Workers' Compensation Insurance as required by AS 23.30.045. The Grantee shall be responsible for ensuring that any subcontractor/subgrantee that directly or indirectly provides services under this Grant has Workers' Compensation Insurance for its employees. This coverage must include statutory coverage for all States in which employees are engaging in work and employer's liability protection for not less than \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Acts) must also be included.

B. **Commercial General Liability Insurance:** The Grantee will provide and maintain Commercial General Liability Insurance with not less than \$1,000,000 per occurrence limit, and will include premises-operation, products/completed operation, broad form property damage, blanket contractual and personal injury coverage. Coverage shall not contain any endorsement(s) excluding or limiting contractual liability nor providing for cross liability.

C. **Automobile Liability Insurance:** The Grantee will provide and maintain Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 per occurrence bodily injury and property damages. In the event Grantee does not own automobiles, Grantee agrees to maintain coverage for hired and non-owned liability which may be satisfied by endorsement to the CGL policy or by separate Business Auto Liability policy.

D. **Umbrella or Excess Liability:** Grantee may satisfy the minimum liability limits required above for CGL and Business Auto under an umbrella or excess Liability policy. There is no minimum per occurrence limit under the umbrella or excess policy; however the annual aggregate limit shall not be less than the highest per occurrence limit stated above. Grantee agrees to endorse AHFC as an additional insured on the umbrella or excess policy unless the certificate of insurance states that the umbrella or excess policy provides coverage on a pure "true follow form" basis above the CGL and Business Auto policy.

E. **Professional Liability Insurance:** The Grantee will provide and maintain Professional Liability Insurance covering all errors, omissions or negligent acts of the Grantee, its subcontractors/sub grantees, or anyone directly or indirectly employed by them, made in the performance of this Grant which results in financial loss to the State. Limits required are not less than \$1,000,000 per each wrongful act.

F. **Contractors' Pollution Liability (or equivalent) Insurance:** The Grantee will provide and maintain Contractors' Pollution Liability Insurance covering all (sudden/accidental or gradual) pollution conditions arising from contracting operations performed by or on behalf of the Grantee, its contractors, or anyone directly or indirectly employed by them, made in the performance of this Agreement. Limits required are not less than \$1,000,000 per each pollution condition.

G. **Certificates of Insurance:** Grantee agrees to provide AHFC with certificates of insurance evidencing that all coverages, limits and endorsements as described above are in full force and effect and will remain in full force and effect as required by this Grant. Certificates shall include a minimum thirty (30) day notice to AHFC of cancellation or non-renewal. The Certificate Holder address shall read:

**ATTACHMENT A
Standard Provisions**

Alaska Housing Finance Corporation
Risk Management Department
4300 Boniface Parkway
Anchorage, Alaska 99504
Fax (907) 338-9517
risk@ahfc.us

H. Information for Insurance Agents/Brokers. The Grantee is strongly encouraged to provide its insurance agent/broker with a copy of the insurance provisions of this Grant in order that the Grantee may timely obtain and maintain the required insurance and/or bonding.

ARTICLE 8. OWNERSHIP OF MATERIALS

All designs, drawings, specification, notes, artwork, manuals, software, copyrightable works, patentable works, and all other works developed in the performance of this Agreement are produced for and remain the property of AHFC and may be used by AHFC for any other purpose without additional compensation to the Grantee. All designs, drawings, specification, notes, artwork, manuals, software, copyrightable works, patentable works, and all other works developed by Grantee prior to the performance of this Agreement shall remain the property of Grantee. The Grantee and AHFC shall retain the right to use any and all materials produced or developed under this Agreement for the purposes of internal research and development and/or education. Grantee agrees not to assert any rights and not to establish any claim under the design, patent, trademark, or copyright laws of the United States of America or the State of Alaska for works developed in the performance of this Agreement. The Grantee, for a period of three (3) years after the final payment under this Agreement, agrees to furnish and provide access to all retained materials at the request of AHFC.

ARTICLE 9. EXAMINATION OF RECORDS

Grantee shall permit any person designated by AHFC, at any reasonable time during regular business hours, and upon twenty four (24) hours' notice, to examine and make audits of any and all of the records related to this Agreement.

ATTACHMENT B

REPORTING AND GENERAL PROVISIONS

ARTICLE 1. REPORT REQUIREMENTS

The Grantee shall establish and maintain a separate record of all financial transactions associated with AHFC grant activities. In addition to any reports and data required under other parts of this Grant Agreement, the Grantee shall submit the following reports described below to AHFC. In addition to instructions contained in the body of this Grant Agreement, Grantee must follow instructions on the pertinent forms.

- A. Quarterly Report of Grant Progress.** Progress reports are required to be submitted to AHFC based on calendar quarters. Beginning with the first calendar quarter that ends during the performance period of the grant and after the notice to proceed, quarterly reports are due by the last day of the month following the end of each calendar quarter. If the grant performance period commences mid quarter, Grantee is required to report the partial quarter at quarter end as described above, unless directed otherwise in writing by AHFC. When the due date for reports falls on a weekend or federal or state holiday, reports are due on the next business day immediately following the non- working day.

Quarterly reports must be submitted **using the forms provided under Attachment E to this Grant Agreement** and contain the following:

- (i) The disposition of the subject grant funds by budget category (Quarterly Financial Report form, attached);
- (ii) Total interest earned, if any, on the subject grant funds provided during the reporting period (Quarterly Financial Report form, attached);

- B. Final Grant Reports.** Within ninety (90) days of project completion or the end of the grant performance period, whichever occurs first, the Grantee shall provide to AHFC a final report containing:

- (i) A report of all expenditures, costs and disposition of all grant funds (Quarterly Financial Report form marked as “Final,” attached);
- (ii) A statement of all interest earned on grant funds received (Quarterly Financial Report form marked as “Final,” attached);
- (iii) Unless otherwise specified in the Statement of Special Terms and Conditions, information provided on the last Quarterly Narrative Report will be considered a final report of all grant-funded activities and program accomplishments; and,
- (iv) The signature of the Grantee’s Executive Director or designated representative certifying that Grant funds provided by AHFC were used in accordance with the Grant Agreement and that the information provided in the Final Grant Report is a true and accurate statement of Total Project Costs and expenditures of grant funds. Use the narrative report form listed on Attachment E marked as “Final.”

The last Quarterly Financial Report may also satisfy the final report requirements, provided it is marked as "Final" and completed with all final project information. The deadline for submittal of the last Quarterly Financial Report remains the last day of the month following the end of the quarter regardless of whether it is submitted as the final report. If the last quarterly and final reports are submitted separately, the submittal deadline for the last quarterly report shall remain the last day of the month following the end of the quarter and the final report form will be due within 90 days after project completion or the end of the performance period, whichever occurs first.

ARTICLE 2. PENALTIES FOR FAILURE TO SUBMIT TIMELY REPORTS

Failure to submit two (2) or more quarterly reports according to Article 1, above, will constitute a performance finding that may result in suspension or termination of the grant or point deductions in future grant competitions.

ARTICLE 3. OPERATION, MAINTENANCE AND SECURITY OF PROJECT

The Grantee acknowledges that this award is a contribution to the Grantee's project and that AHFC is not responsible for the operation, maintenance and/or security of this grant site during or after project completion.

ARTICLE 4. ENERGY STAR PROGRAM PARTICIPATION

Should the replacement of appliances or equipment be necessary during the program period, the Grantee agrees to acquire products that meet Energy Star standards to the greatest extent practicable. The Grantee will report those acquisitions in the AHFC narrative report form, regardless of the funding source used to acquire those products.

ARTICLE 5. AUDIT REPORT REQUIREMENT

If Grantee expends financial assistance with a cumulative total of \$750,000 or more of State funds during Grantee's fiscal year, Grantee is required to comply with the State Single Audit Act. The latest version of 2 AAC 45.010 is located at the following link:

<http://www.legis.state.ak.us/basis/aac.asp#2.45>. For your reference, the State of Alaska's Single Audit webpage with additional resources including the State Single Audit Guide is located at the following link: <http://doa.alaska.gov/dof/ssa/index.html>.

If Grantee expends financial assistance with a cumulative total of \$750,000 or more of Federal funds during Grantee's fiscal year, Grantee is required to comply with the Federal Single Audit Act. (OMB 2 CFR 200.501)

Grantee shall provide AHFC with a copy of any audit report conducted of Grantee's expenditure of funds provided under this Grant Agreement by the earlier of (A) thirty (30) days after receipt of the report or (B) nine (9) months after the end of the audit period.

The Grantee shall also provide AHFC with a copy of any audit report conducted of Grantee's expenditure of grant funds from other sources.

ARTICLE 6. COMPLIANCE WITH FUNDING SOURCE AND PROGRAM REQUIREMENTS

As a recipient of this grant, Grantee agrees to comply with all terms, conditions, and requirements of the funding source(s) and program(s) under which it is funded as reflected on the Cover Page of this Grant Agreement.

ARTICLE 7. COMPLIANCE WITH FAIR HOUSING LAWS

The Grantee agrees to comply with The Fair Housing Amendments Act of 1988, as applicable to emergency shelters and/or transitional housing programs.

ARTICLE 8. COST ALLOCATION PLAN / INDIRECT COSTS

A cost allocation plan or an indirect cost rate must be submitted to AHFC for written approval prior to any payments to the Grantee, in accordance with the Grants Management Regulations 15 AAC 154.776 Cost Allocation and with the OMB Uniform Administrative Guidance 2 CFR 200.414 Indirect Costs. The Federal indirect cost options include a cost allocation plan, a de minimis indirect rate, and a negotiated indirect rate.

**ATTACHMENT C
FINANCIAL PROVISIONS**

ARTICLE 1. TASKS REQUIRED PRIOR TO EXECUTION BY AHFC

Execution of this Grant Agreement by AHFC will not occur until Grantee has accomplished all applicable insurance and bonding requirements indicated in Attachment A, Standard Provisions.

ARTICLE 2. TASKS REQUIRED PRIOR TO INITIAL DISBURSEMENT

- A. Submittal of a completed Authorized Signatories Form as provided in Attachment E;
- B. Submittal of a Cost Allocation Plan or an Indirect Rate (de minimis indirect rate or a negotiated indirect rate) in according to instructions on the form provided in Attachment E (15 AAC 154.776 and 2 CFR 200.414); and
- C. Submittal of all documents necessary to close out any preceding grant agreement for this project funded under the program indicated on the Cover Page to this Grant Agreement.

ARTICLE 3. FUNDING SOURCE RESTRICTION

Funds provided to the Grantee by AHFC under this Grant Agreement may only be used for eligible activities as identified in the Approved Budget and Statement of Special Terms and Conditions or as approved **in writing** by AHFC.

ARTICLE 4. PAYMENTS

Grant funds shall be released to the Grantee on a cost reimbursable basis. Payment requests should be sent to the attention of the AHFC contact person identified in the Grant Agreement, using the Funds Disbursement Request Form provided by AHFC. The Grantee should allow at least 30 days to receive the requested payment. In no case shall the total amount of payments exceed the total amount of this Grant Agreement. Under no circumstances shall AHFC release funds to the Grantee unless this Grant Agreement is fully executed and all required progress reports are current.

ARTICLE 5. SEPARATE ACCOUNTING RECORDS

The Grantee shall maintain a separate general ledger for all AHFC grant funds received and expended on this project. Grantee shall maintain financial records and accounts in a manner that permits them to be audited in accordance with 15 AAC 154.720.

ARTICLE 6. GRANT INCOME

Any revenues, cost reimbursements, interest income, or other form of income received from a source other than this grant and derived from the delivery of goods and/or services, within this grant’s scope of services, will be considered grant income, in accordance with 15 AAC 154.795. **Program income is reported quarterly. Failure to do so could result in funds being recaptured by AHFC. Funds can be rolled over, upon written approval by AHFC – provided the funding is tracked by line**

item and earmarked for direct program costs or deferred maintenance.

ARTICLE 7. RETAINAGE

Zero percent (0%) of the total grant amount will be retained until AHFC has received and approved all documents required for grant close out as indicated in Attachment B and the Statement of Special Terms and Conditions. Grantees will have a period of ninety (90) days within which to submit close out documents. The close out period will begin when all grant activities are complete or at the end of the grant performance period, whichever occurs first.

ARTICLE 8. INTERNAL CONTROLS

Grantee must establish and maintain effective internal controls that are in compliance with guidance in ‘Standards for Internal Control in the Federal Government’ issued by the Comptroller General of the United States (Green Book) or the ‘Internal Control Integrated Framework’, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ARTICLE 9. PROCUREMENT

A grantee shall establish written uniform purchasing practices and procedures for the procurement of goods and services. The practices and procedures must be acceptable to the Corporation. Unless other purchasing requirements are made applicable by 15 AAC 154.705, the practices and procedures shall provide that:

- (1) for purchases of non-expendable personal property with a value of \$5,000 or more or for the award of a contract of \$5,000 or more, the grantee will require three competitive price quotations from potential suppliers and complete a cost price analysis if practicable under the circumstances;
- (2) awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the grantee, price, quality and other relevant factors considered;
- (3) the grantee will retain written records of price quotations and cost price analysis in accordance with 15 AAC 154.730 and will include in the written records:
 - (A) specifications;
 - (B) suppliers' names and addresses and a statement of the reason for soliciting less than three quotations if applicable;
 - (C) the prices quoted; and
 - (D) the basis for the award if other than price; and
- (4) the grantee will retain written justification and executive management approval for sole source purchases from supplier or contractor with a value of \$5,000 or more.

ARTICLE 10. COST PRINCIPLES COMPENSATION

Wages and Fringe Benefits must be in compliance with Alaska Labor Statutes (Title 23 and related), Alaska Family Leave Act (AFLA), The Alaska Administrative Code and related labor regulations pertaining to Employment Practices and Working Conditions as required by the Alaska Department of Labor and Workforce Development.

EXHIBIT 1: Property Standards and Federal Laws Last Frontier Housing Initiative

PROPERTY STANDARDS: The project must meet the following property standards:

1. National Standards for the Physical Inspection of Real Estate (NSPIRE) established at 24 CFR 5.701. (Federal Programs only)
2. All applicable local building codes, the State’s Building Standard (AS.56.300) as implemented by 15 AAC 150.030 and Building Energy Efficiency Standard (BEES) (AS 46.11.040) as implemented by 15 AAC 155.010.
3. All applicable local codes, rehabilitation standards, ordinances, and zoning ordinances.
4. Accessibility requirements at 24 CFR part 8 which implements Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 USC 3601-3619).

APPLICABLE FEDERAL LAWS

1. **Fair Housing Act** (42 U.S.C. 3601-20) and implementing regulations 24 CFR part 100.
2. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1; Executive Order 11246 (3 CFR 1964-65, Comp., page 339)(Equal Employment Opportunity), as amended by Executive Orders 11375 and 12086, and the implementing regulations issued at 41 CFR chapter 60.
3. **Age Discrimination Act of 1975** (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146.
4. **HOME Investment Partnerships Program Final Rule** (24 CFR part 92) and any subsequent amendments thereto.
5. **Executive Order 11063, as amended by Executive Order 12259** (3 CFR, 1958-1963 Comp., page 652 and 3 CFR, 1980 Comp., page 307) (Equal Opportunity in Housing), and implementing regulations at 24 CFR part 107.
6. **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR part 8.
7. **Section 3 of the Housing and Urban Development Act of 1968** (12 U.S.C. 1701u).
8. **Executive Orders 11625 and 12432** (concerning Minority Business Enterprise), and **12138** (concerning Women Business Enterprise).
9. **Drug Free Workplace Act of 1988** (41 U.S.C. 701).
10. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended, and implementing regulations at 49 CFR Part 24; HOME policies for relocation assistance

(24 CFR part 92.353). SRO projects: 24 CFR 882.803(d).

11. **Davis-Bacon Act (40 U.S.C. 276a - 276a-5) and Contract Work Hours and Safety Standards Act (40 U.S.C. 327 -332).** Projects with 12 or more HOME-Assisted units.
12. **The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.)** and the implementing regulations at 24 CFR part 35.
13. **Uniform Administrative Requirements (24 CFR 92.205):** Non-profit organizations must meet requirements of OMB Circular No. A-122 and A-110.
14. **Debarment and Suspension (24 CFR 92.357).**
15. **Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128).**
16. **Environmental Review (25 CFR Part 58).** The Recipient will not enter into a contract for, or otherwise commit HOME funds for, acquisition, rehabilitation, conversion, lease, repair, or construction of property to provide housing under this Agreement, prior to AHFC's completion of an environmental review in accordance with 25 CFR Part 58.
17. **Site and Neighborhood Standards.** Housing opportunities provided as a result, in whole, or in part, of the HOME assistance provided through this Agreement must promote "greater choice" housing opportunities. HOME funds may not be used to construct or rehabilitate housing which would promote an undue concentration of poverty in any given area.
18. **National Housing Trust Fund (24 CFR part 93)** and any subsequent amendments thereto. (if applicable)

**EXHIBIT 2: Post-Development and Affordability Provisions
Last Frontier Housing Initiative**

- 1. **Period of Occupancy:** Provisions in this Exhibit shall be maintained for a minimum of twenty (20) years.
- 2. **Repair and Replacement Fund (RRF):** The RRF must be established and maintained as part of the Grantee’s ongoing project operations. The RRF must be funded on a routine basis from project cash flow, and deposits must be placed in a specific general ledger account identified as such. The RRF must be used for the repair and replacement of the project’s major structural components. Unless otherwise approved by AHFC in writing, the sum of routine periodic RRF deposits must equal a minimum of \$400 per unit annually or the amount specified in writing by the project’s primary lender. The RRF will be capped at an amount equal to five years of RRF payments. If the RRF balance reaches or exceeds the equivalent of five annual payments additional payments will not be required until such time that the balance decreases below that amount.
- 3. **Operating Reserve Fund (ORF):** In accordance with 24 CFR Part 92 operating reserves may be used to meet any shortfall in income during the period of project rent-up (not to exceed 18 months) and may only be used to pay project operating expenses, scheduled payments to replacement reserve, and debt service. Any HOME funds placed in an operating deficit reserve that remain unexpended after the period of project rent-up may be retained in the reserve fund to be used for activities in accordance with 24 CFR Part 92. The Grantee must retain a separate account for this fund. There is not a minimum or maximum balance that must be kept in this fund; however, the maximum amount of HOME funds that can be placed in an operating reserve fund are determined by the following formula:

$$\text{Number of HOME Units (Federal Set-aside)} \times \text{Current HOME Program Rents} \times 18 \text{ months} = \text{Maximum Operating Reserve}$$

4. **Unit Set-Asides:**

A. **Set-Aside Definitions:**

30% Units: Occupancy is restricted to households whose annual income does not exceed 30% of the area median income, as determined by HUD annually, adjusted for family size. Rents + utilities in these units are restricted to 30% of the gross income of a family whose income equals the 30% income limit, using the average occupancy per unit assumptions provided by HUD (1.5 persons per bedroom; 1 person per efficiency unit).

50% Units: Occupancy is restricted to households whose annual income does not exceed 50% of the area median income, as determined by HUD annually, adjusted for family size. Rents + utilities in these units are restricted to 30% of the gross income of a family whose income equals the 50% income limit, using the average occupancy per unit assumptions provided by HUD (1.5 persons per bedroom; 1 person per efficiency unit).

60% Units: Occupancy is restricted to households whose annual income does not exceed 60% of the area median income, as determined by HUD annually, adjusted for family size. Rents + utilities in these units are restricted to 30% of the gross income of a family whose income equals

the 65% income limit, using the average occupancy per unit assumptions provided by HUD, as calculated and published annually by HUD.

B. Project-Specific Income Set-Aside:

Project specific unit set-asides are detailed in the Statement of Special Terms and Conditions portion of the Grant Agreement.

5. Additional Project Use and Compliance Requirements:

- A. **Determine Tenant Eligibility:** Prior to move-in, determine eligibility of all families considered for occupancy.
- B. **Leases:** Must be in accordance with Federal, State and local law, and incorporate provisions set forth in Exhibit 5.
- C. **Property Standards:** The project must continue to meet all applicable local and State property standards. See Exhibit 1.
- D. **Management:** Project operations must comply with Equal Opportunity and Fair Housing Acts, including provisions identified in Exhibit 3 of this Attachment. Project operations must further be governed by a Management Plan consistent with the provisions identified in Exhibit 4 of the Attachment. For projects which were allocated Low Income Housing Tax Credits (LIHTC), the Property Manager must be certified through a qualified LIHTC compliance certification program.
- E. **Housing Waiting Lists:** In accordance with the application commitment, a priority to persons on waiting lists for subsidized housing will be given, and a referral relationship will be established with local affordable housing providers (not in the affirmative marketing plan).
- F. **Compliance and AHFC Monitoring:** Compliance documentation specified by AHFC must be submitted to AHFC annually. AHFC will monitor the subject project to ensure compliance with applicable program requirements, including, but not limited to, affordability compliance, property standards, and Fair Housing and Affirmative Marketing compliance.

EXHIBIT 3: Affirmative Marketing Plan Greater Opportunities for Affordable Living (GOAL)

Each Grantee receiving funding under HOME and/or NHTF is required by AHFC to detail methods of assuring that an Affirmative Fair Housing Marketing Plan will solicit eligible persons from all racial, ethnic and gender groups in the community.

I. Affirmative Marketing Plan

HUD form 935.2; Affirmative Fair Housing Marketing Plan is to be used by all housing project owners. Additional information may be included by attachment. The Grantee's Affirmative Marketing Plan must identify:

A. Affirmative marketing requirements and procedures adopted by the Grantee detailing methods for informing the public, owners, and potential home owners about Federal fair housing laws and the affirmative marketing policy. This must include at a minimum:

1. Affirmative fair housing marketing practices in soliciting home owners, determining eligibility, and concluding all transactions, including that all homes are made available to the "general public" and are not restricted to a particular class of people.
2. Identification of site(s) for fair housing posters display (at a minimum in the Grantee's office and/or application submission location).

All advertising should contain an equal housing opportunity logotype, statement, and slogan as means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. It should be printed on all applicable correspondence, notices and advertising, press releases and solicitations for home owners, and written communication to fair housing and other groups. The choice of logotype, statement or slogan will depend on the type of media used. See the table below for suggested guidelines:

Size of Advertisement	Size of Logo Type in Inches
½ page or larger	2X2
1/8 page up to ½ page	1X1
4 column inches to 1/8 page	½ x ½
Less than 4 column inches	Do not use

Slogan: "Equal Housing Opportunity" (usually placed under the logo)

Logos and slogans can be downloaded at:

<http://www.hud.gov/library/bookshelf15/hudgraphics/fheologo.cfm>

Equal Housing Opportunity Statement: “We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.”

- 3. Identification of proposed types of commercial media and community contacts to be used in affirmative marketing efforts.
 - 4. Identification of good faith efforts to solicit eligible persons who are not likely to apply for housing assistance, through special outreach efforts, including but not limited to, community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service agencies, medical service centers, homeless shelters, and the use of minority specific media. Special outreach efforts should also consider language barriers when advertising the units. If there are groups in the communities who have Limited-English Proficiency (LEP), efforts should be made to inform these groups of the available housing options and housing materials and advertisements should be translated.
- B. A description of how the Grantee will annually assess the success of affirmative marketing actions (see II below) and what corrective actions will be taken where affirmative marketing requirements are not met.

II. Annual Requirements

Annually, the owner/property manager is required to:

- A. Compile and analyze data showing the race/ethnicity, gender, and household type of each applicant, and the application status, including if the applicant is currently housed, on the wait list, was offered but did not accept housing, or if the application was withdrawn or rejected.
- B. Assess the success of affirmative marketing efforts in light of the data in (II.A.) above.
- C. Identify any changes or corrective actions to be taken where affirmative marketing requirements have not been met or affirmative marketing efforts have not been successful.
- D. Complete a new Affirmative Fair Housing Marketing Plan (HUD Form 935.2 and any attachments) which reflects any plan adjustments necessary to more effectively affirmatively market the project’s units.
- E. Report annually to the AHFC Internal Audit Department (no later than the anniversary date of the project completion) the results of the previous year’s affirmative marketing efforts (including results of A-C above).
- F. Provide AHFC Internal Auditors with the revised plan in D above.

III. Plan Availability

Upon request, the Affirmative Marketing Plan and any records documenting its implementation must be made available to AHFC for monitoring and results assessment purposes. This plan should be retained on-site. AHFC Internal Auditors will request a copy of this form during the annual compliance monitoring.

EXHIBIT 5: Tenant and Participant Protections Greater Opportunities for Affordable Living (GOAL) Program

AHFC does not provide a model Lease Agreement. However, owners of projects receiving HOME and/or NHTF funds must execute Lease Agreements with residents that incorporate the specific provisions identified below. These provisions establish resident responsibilities and avoid certain prohibited provisions. AHFC Internal Auditors (IAs) will examine leases during annual monitoring reviews for compliance with the following requirements:

I. Required Lease Terms

- A. Lease period: at least one year, unless documented by a mutual agreement between the resident and the owner.
- B. Upon a twenty-four (24) hour written notice to the resident, AHFC IAs, accompanied by the owner or agent, shall be permitted to enter the dwelling unit during reasonable hours to perform a property standards inspection.
- C. Include a mechanism for termination of the agreement and eviction for violation.
- D. Contain a provision for the resident to provide accurate information to determine eligibility prior to move-in and at each annual recertification. This provision must state that on commencement of the lease, and every year thereafter, the resident shall provide the owner with such certifications, verifications, and information as owners may require in order to perform an examination, re-examination or determination of the family’s income and eligibility as provided in the Rental Development Compliance Manual - Post Development Completion, as well as other applicable Federal or State programs.

The provision must also state that failure to provide such certification, verifications and information, or any falsification or willful misrepresentation of such shall be deemed to be a violation of the Lease Agreement, and the owner/property manager will terminate the Lease Agreement and begin the eviction process in such cases.

At recertification, for units that are not Low Income Housing Tax Credit set-aside units, if the family income exceeds the maximum limit, the tenant shall be permitted to continue to occupy such dwelling unit, provided that the tenant pay as rent the lesser of:

- 1. The amount payable under State or local law;
- 2. 30% of the family’s “adjusted monthly income,” as recertified annually; or
- 3. The market rent for comparable, unassisted units in the neighborhood.

- E. The lease must include the following:
 - 1. Security deposit amount and utility information;
 - 2. Monthly rental amount;
 - 3. Signatures of all parties; and
 - 4. A statement that the lease complies with all State and local laws.
- F. The lease must agree to give the resident a 30-day advance written notice of any increase in the monthly rents.

II. Prohibited Lease Terms

The lease may not contain any of the following provisions:

- A. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- B. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- C. Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for any action or failure to act, whether intentional or negligent;
- D. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- E. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties;
- F. Agreement by the tenant to waive any right to a trial by jury;
- G. Agreement by the tenant to waive the tenant’s right to appeal or to otherwise challenge in court, a court decision in connection with the lease;
- H. Agreement by the tenant to pay attorneys fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and,
- I. The lease can not be conditional on participation in any service programs. In addition, the lease can not include mandatory service charges for items such as food, medical care etc.

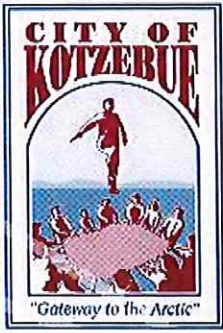
III. Termination of Tenancy

An owner/property manager may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

IV. Recommended Lease Terms

An owner/property manager is encouraged, but not required, to include a lease provision that requires a non-disabled family occupying an accessible unit to move if a family with a disability needing that size unit applies and there is an appropriately sized non-accessible unit available for the relocating family.

An owner/property manager is encouraged, but not required, to include a lease provision that allows regular “housekeeping” or “safety” inspections of units at least twice a year.



**CITY OF KOTZEBUE
RESOLUTION NO. 24-33**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO FINALIZE AN ALASKA HOUSING FINANCE CORPORATION APPROVED NOTICE OF FUNDING AVAILABILITY FOR THE LAST FRONTIER HOUSING INITIATIVE.

WHEREAS, the City Council has before it this date Resolution 24-32 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO FINALIZE A GRANT AGREEMENT WITH THE ALASKA HOUSING FINANCE CORPORATION FOR THE LAST FRONTIER HOUSING INITIATIVE which must be approved and effectuated before any AHFC proposed Notice of Funding Availability can be negotiated and finalized with AHFC;

WHEREAS, AHFC has proffered a Notice of Funding Availability (“NOFA”) a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein which AHFC has indicated can serve as a Request for Proposal (“RFP”) for the Last Frontier Housing Initiative;

WHEREAS, the AHFC NOFA requires, *inter alia*, (1) the City of Kotzebue to designate resources it will provide to facilitate the Last Frontier Housing Initiative development(s), (2) the City of Kotzebue to identify land and infrastructure, if any, that will be available for the Last Frontier Housing Initiative development, (3) the City of Kotzebue designate its Development Team, (4) site design requirements, unit configurations, square footage, amenities or “must haves” and unit amenity requirements, a procurement timeline, (5) evidence demonstrating financial feasibility, (6) a management plan, (7) an affirmative marketing plan for all affordable housing, (8) schematic drawings for each proposed project, (9) a review committee for the proposed design’s acceptability, and (10) evaluation according to the objective rating criteria set out in the NOFA which will be in whole or in part provided by the City of Kotzebue and/or its successful bidder for this Last Frontier Housing Initiative development;

WHEREAS, AHFC has informed the City of Kotzebue that “[i]his [NOFA] includes about everything AHFC would include in a competitive development funding round. [However], [t]he [City of Kotzebue] may not need everything and [AHFC] can pair it down to fit [the City’s] needs.”; and,

WHEREAS, the City of Kotzebue desires to make its best, good faith effort to make this Initiative work for residents of Kotzebue.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue, authorizes the City Manager, or her Designee, to work with DOWL, the City Attorney and Senior Administrative Staff to negotiate, finalize and prepare an appropriate NOFA with AHFC on such terms and conditions as are acceptable to AHFC and beneficial, appropriate and attainable for the City of Kotzebue and to issue such a NOFA in an effort to obtain proposals from prospective developers. .

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 24th day of May, 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachment:

Exhibit "A" – AHFC NOFA template [17 pages]

From: Andy Petroni <apetroni@ahfc.us>
Sent: Tuesday, May 7, 2024 5:56 PM
To: 'Tessa Baldwin' <TBaldwin@Kotzebue.org>; Daniel Delfino <ddelfino@ahfc.us>; Joe Evans <joe@jwevanslaw.com>; Eldon Mulder <muldereldon@gmail.com>; Benjamin Mohr <benmohr@gmail.com>; Samuel Camp <SAtkinson@Kotzebue.org>; Gem Belamour <GBelamour@Kotzebue.org>
Subject: RE: AHFC Grant Agreement and Next Steps

Tessa,

A NOFA template is attached. This document includes about everything AHFC would include in a competitive development funding round. You may not need everything and we can pair it down to fit your needs.

Please let me know if you have any questions.

v/r

Andy Petroni

Housing Development Programs Manager, Planning
4300 Boniface Parkway | Anchorage, Alaska 99504

Direct: 907-330-8275 | Fax: 907-338-2585 | ahfc.us

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Notice of Funding Availability

Invitation to Apply for Last Frontier Housing Initiative Funds for New Professional and Affordable Housing

June, 2024

Funding Available Under

The Last Frontier Housing Initiative:

**Emergency Rental Assistance Program
Rural Professional Program**

Application Deadline: 4:30 p.m. Alaska Local Time,
Month Date, 2024

For more information, contact:

**Program Contact
City of Kotzebue
Street Address / PO BOX
CITY, AK ZIP
907-ABC-EFGH
email@address.com**

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A. GENERAL INFORMATION

1. General Applicable Provisions

This Notice of Funding Availability (NOFA) is part of a two-part application process for a development team (Applicant) to serve as the Development Entity and Partner for the development of Professional and/or Affordable Housing in the CITY OF KOTZEBUE. Applications from Development Teams will be accepted by CITY OF KOTZEBUE until 4:30 p.m. (Alaska time) on June ##, 2024. Please note that eligible applicants may only submit their full application through AHFC’s online application system.

Under this NOFA, CITY OF KOTZEBUE may award Last Frontier Housing Initiative (LFHI) program funds to develop new rental housing units in CITY OF KOTZEBUE. The LFHI funding is made available through Alaska Housing Finance Corporation’s (AHFC’s) Rural Professional Housing (RPH) Program as well as the U.S. Department of Treasury’s Emergency Rental Assistance (ERA) Program.

If you have any questions regarding this NOFA package, including Application Instructions or Program Requirements, please call CITY OF KOTZEBUE CONTACT at (907) ABC-DEFG, submit a question through the online application system, or email email@address.com .

2. Funding Available

CITY OF KOTZEBUE PARTNER is providing the following resources to facilitate the Last Frontier Housing Initiative Developments: capital funding, land, something else? All capital resources are subject to final confirmation at the award review stage.

Capital Funding: The amounts of capital funding available through this NOFA are:

Emergency Rental Assistance Dollars*	\$	2,000,000.00
Rural Professional Housing Funds	\$	3,000,000.00
Total	\$	5,000,000.00

*100% of the Emergency Rental Assistance (ERA) dollars must be spent by September 30, 2025. Any ERA funds that have not been spent by September 30, 2025 will be forfeit.

In addition to the subsidies noted above, non-competitive 4% Low Income Housing Tax Credits may be awarded based on the amount of qualified basis across the proposal projects.

Awards of 4% LIHTCs are issued by Alaska Housing Finance Corporation. Applicants interested in this funding are encouraged to Contact Andy Petroni at Alaska Housing at (907) 330-8275 or via email at apetroni@ahfc.us for more information.

Land ?:

If land will be made available, a general description of the site, its condition and the availability of any utility / infrastructure. Formal documents regarding the land are encouraged as an appendix.

3. Eligible Applicants

For profit, not-for-profit, and Alaskan Regional Housing Authorities are eligible to apply for the funding noticed in this Notice of Funding Availability.

4. Eligible Projects

All project proposals must be eligible in accordance with the most recent version of the this Notice of Funding Availability and compliant with the respective program rules from the funding sources used to develop the housing. Applicants may submit projects to develop Rural Professional housing and/or Low-Income rental housing.

5. CITY OF KOTZEBUE AND DEVELOPMENT TEAM RESPONSIBILITIES

The following items represent a non-exhaustive list of ownership roles we anticipate the CITY OF KOTZEBUE and prospective DEVELOPMENT TEAM/ successful applicant (s) will need to memorialize in the Application or Subsequent Award Documents

- i. Subject to CITY OF KOTZEBUE approval, implementing an overall financing plan which maximizes the leverage of awarded capital funding sources
- ii. Identifying competitive proposals for construction and permanent financing and tax credit syndication proceeds;
- iii. Preparing a market analysis and appraisal updates, as required by lenders and investors;
- iv. Developing architectural plans and specifications;
- v. Obtaining all required building, construction, zoning and environmental approvals and any other federal, state and local approvals (except those that must be processed and obtained by a government entity);
- vi. Arranging for all necessary financial guarantees, assurances and closings;
- vii. Procuring all goods and services necessary for the successful completion of the project;
- viii. Performing all environmental and geotechnical testing after the award;
- ix. Supervising site preparation and construction;
- x. Providing property management services and, if proposed, resident supportive services;
- xi. Ensure successful lease-up and long-term viability of the developments;
- xii. If required by federal program(s), create economic opportunities for Section 3 eligible businesses and individuals and ensure compliance with minority, women and disadvantaged business contracting requirements;
- xiii. Provide regular reports to CITY OF KOTZEBUE on the progress of the development efforts including work completed, associated costs, schedule and budgetary requirements;
- xiv. Oversight during design, construction and quality control phases of the development;
- xv. Preparation of any additional financing applications as necessary to ensure overall project feasibility;
- xvi. Executing a construction strategy implementation schedule consistent with the full application;
- xvii. Selection of third party contractors based on relevant experience, creativity and experience in sustainability planning and design;

- xviii. Working with CITY OF KOTZEBUE to obtain all necessary AHFC approvals for work;
- xix. Assuming all marketing and lease up efforts;
- xx. For an initial period expected to be at least ten (10) years for the professional units and twenty (20) for the affordable units, providing comprehensive property management services in compliance with all applicable regulations and agreements;
- xxi. It is anticipated that the selected Development Team will negotiate and / or enter into a number of agreements with various partners during the implementation of the (re)development plan. A non-exhaustive list of these agreements includes:
 - o Long Term Ground Lease
 - o Limited Partnership or Operating Agreements governing project operations
 - o Low Income Housing Tax Credit Land Use Restrictive Covenants
 - o Loan Agreements, Notes, and Deeds of Trust to secure awarded capital funds and any conventional financing which may be requested by third party lender(s).

Applicants are strongly encouraged to critically examine the Sites and are expected to respond with an application that is responsive to the market and conducive to the successful development of the Sites. The selected Development Team will be expected to complete all activities in concert with the representations made in the application and duties including, but not limited to, those noted above.

The Applicant will, to the greatest extent possible, be solely responsible for all guarantees of completion, working capital, operating deficits or tax credit compliance required by tax credit investors or lenders.

CITY OF KOTZEBUE anticipates that the award agreements will provide for the Applicant to perform master planning, construction, timely acquisition of permanent and construction financing, securing investment equity, and other related activities.

The CITY OF KOTZEBUE will retain oversight as a potential lender, landowner; via oversight for procurement, programmatic compliance during the award, development, and operations of the project, and compliance monitoring oversight with respect to the affordable and professional housing units.

Once the property is complete and operational, Alaska Housing Finance Corporation (AHFC) will monitor any affordable housing units for compliance and will reserve the right to monitor the professional units during their compliance phase. The long term compliance obligations will be stated in recorded covenants that run with the land and building(s) developed through this initiative.

6. Deadline for Application Submission

Applications must be submitted on-line no later than 4:30 p.m. Anchorage Local Time on **DAY, MONTH DATE, 2024**. The official time for application submittal will be

documented via **APPROVED DELIVERY METHOD**. Applications received after the deadline will NOT be considered.

Applicants may submit questions regarding this NOFA until **[deadline about a week before application close]**. All questions and answers will be made available to all applicants. The City of Kotzebue reserves the right to amend this NOFA based on those questions and answers.

7. Proposal Costs

All costs of responding to this NOFA are the responsibility of the applicant.

8. Acceptance of Terms

By submitting an application, the applicant accepts all terms, conditions and requirements of this NOFA, and those contained in any applicable AHFC regulations, HUD regulations and Title 26 U.S.C. Section 42 as they relate to the LIHTC, and Emergency Rental Assistance Program regulations promulgated by the US Department of Treasury. The applicant’s proposal will become part of the award in the event the applicant is awarded program funds. **The applicant will be bound by what is in the proposal**, unless otherwise approved in writing by CITY OF KOTZEBUE.

Omission within this NOFA package of provisions found in federal and state regulations or terms and conditions of CITY OF KOTZEBUEs award agreement does not nullify or in any way relieve the applicant or CITY OF KOTZEBUE of responsibility for complying with all applicable Federal and/or State Program requirements.

Proposals and other materials submitted in response to this NOFA become the property of CITY OF KOTZEBUE and may be returned only at CITY OF KOTZEBUEs discretion. Applications are public documents and may be inspected or copied by anyone after a Notice of Intent to Award Funds has been issued by CITY OF KOTZEBUE. Financial statements included in the application may be considered public information unless a specific written request to restrict distribution is made by the applicant.

After CITY OF KOTZEBUE determines the selected development proposal under this NOFA, but before CITY OF KOTZEBUE can execute any binding agreement with an applicant, AHFC may be required to undertake an environmental analysis of the proposal under the National Environmental Protection Act (“NEPA”). The environmental analysis required will depend on the Federal Program the affordable units in the property operate under.

If a NEPA review is triggered by the selected affordable housing program, the applicant may be required to submit additional information for AHFC to review. AHFC and / or HUD may reject proposals based on such environmental review. AHFC and / or HUD may also approve a proposal subject to the implementation of mitigation measures to satisfy environmental concerns. Failure by an applicant to agree to such mitigation measures and incorporate them into the development proposal will be grounds for rejection of an applicant’s proposal.

The following is a list of some rules which may apply to the scope of work required as a

condition of funding under this NOFA. It is the responsibility of the applicant to seek advice as to the applicability of these rules or any others unlisted.. Failure to adhere to federal and state laws and regulations will be the sole legal and financial responsibility of the applicant.

1. Sections 523 and 527 of the Public Health Service Act of 1912
2. Contract Work Hours and Safety Standards Act
3. Copeland Act
4. Flood Disaster Protection Act of 1973
5. Provisions of the Davis-Bacon Act including Little Davis-Bacon Act (AS 36.05.010, AS 36.95.010)
6. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), implementing regulations 24 CFR Part 8.
7. Single Audit Act Amendments of 1996 and OMB Circular No. A-133
8. State law does not allow the use of state funds in a project that is constructed with a preference in contracting based on the ethnic origin of the bidder or owner of the bidding firm.
9. The Age Discrimination Act of 1975
10. The Americans with Disabilities Act
11. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970
12. The Drug Abuse Office and Treatment Act of 1972
13. The Hatch Act
14. The Fair Housing Act
15. The Intergovernmental Personnel Act of 1970
16. The Lead-Based Paint Poisoning Prevention Act
17. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
18. Title VI of the Civil Rights Act of 1964
19. Title VIII of the Civil Rights Act of 1968
20. Title IX of the Education Amendments of 1972
21. 24 CFR 983 (by incorporation, NEPA, Davis-Bacon Provisions, and other applicable cross-cutting requirements)
22. 24 CFR 982 (Tenant Criteria, Payment Standards, Housing Quality Standards, etc.)
23. 24 Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally recognized Indian Tribal Governments)

9. Misstatements

If CITY OF KOTZEBUE determines that an applicant for, or recipient of, Last Frontier Housing Initiatives resources has made a material misstatement relating to the recipient’s application for, or administration of, corporate receipts, grants, loans, or tax credits, CITY OF KOTZEBUE will, at its discretion, remove the application from any further funding consideration, or in the event that funds have already been received, require the recipient to repay the funds to CITY OF KOTZEBUE, together with accrued interest on the amount of

the funds received calculated at the highest rate allowed by law from the date of funds disbursement by CITY OF KOTZEBUE.

10. Site Design and Layout

Any site design requirements, unit configurations, square footage, amenities or “must haves” in terms of minimum unit counts should be stated here.

All proposed layouts, designs and densities must be backed up by a feasible financing proposal, be consistent with market conventions for project amenities, and evidence investor and lender confirmation of sound project underwriting. Application materials must provide a justification for the Site Design and Layout proposed in the application.

11. Unit and Amenity Requirements

Unless otherwise approved by CITY OF KOTZEBUE, in advance and in writing, all units proposed must fall within the below stated parameters

- one or two bedroom floor plans
- one bedroom floor plans containing no more than ABC net square feet
- two bedroom floor plans containing no more than EFG net square feet
- In-unit amenities: XYX
- If different expectations / parameters exists for, or within, the affordable and professional units, establishing the allowable parameters here would be helpful.

All proposed unit mixes, bedroom types and amenity packages must be backed up by a feasible financing proposal, documentation of market demand and investor and lender confirmation of sound project underwriting. Any market Study updates produced through information provided by the applicant must evidence a justification for the unit mixes, types and amenities proposed in the application.

12. Legal and Financial Structure

The following sections describe the anticipated aspects of legal and financial structures to be used by CITY OF KOTZEBUE to facilitate the developments.

Ownership Structure

An entity or entities (the “Ownership Entity”) that includes the Developer or its affiliate(s) will hold title to the improvements of the developments funded through this NOFA. During construction and operations, the Developer’s day-to-day management and operational authority of the Ownership Entity will be governed through the negotiated terms in the Partnership Agreement(s) and / or Operating Agreements, Grant Agreements and / or Contracts with the CITY OF KOTZEBUE.

Please note: CITY OF KOTZEBUE anticipates that the development entity will operate the finished properties either as an owner / operator or in partnership with one or more parties. The CITY OF KOTZEBUE does not anticipate owning or operating the finished facility.

Ground Lease

If CITY OF KOTZEBUE property is leased to the ownership entity as part of this application, please state the expected terms or timeline for the lease terms to be identified.

Procurement

All procurement accomplished by the Developer on behalf of the CITY OF KOTZEBUE shall be completed in compliance with the Procurement Policy proscribed by AHFC.

13. Minimum Required Inspection Standards

Housing that is constructed or rehabilitated must meet each of the following minimum property standards:

Newly constructed or rehabilitated housing shall meet all applicable local building codes, the State’s Building Code (AS 18.56.300) as implemented by 15 AAC 150.030 and Building Energy Efficiency Standard (AS 46.11.040) as implemented by 15 AAC 155.010.

If the Summary of Building Inspection (PUR-102) form or Building Energy Efficiency Standard Certification (PUR-101) is required (per AS 18.56.300 or AS 46.11.040, respectively), the project must be inspected and the form must be executed by a qualified inspector(s) at various stages of project development. It is the responsibility of the applicant to insure that the inspector selected is eligible to inspect the size of project proposed under state law (AS 154.090). Do not wait until the project is completed to obtain the necessary inspections and inspector signatures. This may result in requiring a destructive inspection. A BEES Compliance Certification list is provided on AHFC’s website: [Alaska Housing Finance Corporation :: Building Energy Efficiency Standard \(ahfc.us\)](http://Alaska Housing Finance Corporation :: Building Energy Efficiency Standard (ahfc.us)) .

All applicable local codes, rehabilitation standards, ordinances, and zoning ordinances must be followed. Housing that is constructed or rehabilitated must be developed by a contractor with a Residential Endorsement.

Affordable Housing units will need to satisfy the inspection protocol applicable to the federal program the units will be government by.

All projects must meet the following minimum accessibility laws:

- Americans with Disabilities Act
- Fair Housing Amendments Act of 1988
- Alaska Statute AS 18.80.240
- Local Government Ordinances
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), implementing regulations 24 CFR Part 8.

14. Procurement Timeline

The below tables provides dates applicable to this NOFA process. Any changes to the dates provided below will be communicated to all applicants via email.

Last Frontier Housing Initiative Proposals for CITY OF KOTZEBUE	Tentative Schedule
Issue Application – Invitations for Applications / RFPs	MONTH DATE, 2024
Final Deadline to Submit Questions on Application	MONTH DATE, 2024
Application / Proposals Due	MONTH DATE, 2024
Notice of Intent to Award Announced	MONTH DATE, 2024

B. APPLICATION REQUIREMENTS

1. Application Forms

All applications must be submitted via (DELIVERY METHOD) to CITY OF KOTZEBUE and, where required, use forms and Excel files provided by CITY OF KOTZEBUE. Workbooks and application forms will be provided via APPLICATION LOCATION. Any applicable limitations stated in the application materials regarding space and page numbers must be followed.

2. Underwriting Criteria

Financial feasibility of the applications will be evaluated based upon a number of criteria, including but not limited to:

- The total development cost and development cost per unit;
- The extent to which financing assumptions seem realistic and are backed-up by supporting documentation;
- The amount of amortizing debt as a that can reasonably be anticipated to be carried based on the anticipated revenue sources;

3. Required Application Material

(I) Threshold (T) Items

Each application proposal will be subject to a threshold review. An application which, in CITY OF KOTZEBUE’s sole opinion, has not met the required Threshold Criteria identified in this section and submitted all threshold materials, will be considered non-responsive, and may NOT be considered further in this Notice of Funding Availability cycle CITY OF KOTZEBUE reserves the right to request technical corrections to the application. Opportunities for technical corrections will not be extended for any potential corrections that would affect project scoring or otherwise qualify the application as “non-responsive” under the threshold criteria identified below. If an opportunity for technical correction is extended and the required information for correction is not provided by the applicant during the correction period stated in the notice of technical deficiency, the application will be deemed non-responsive and will not be considered for funding through this NOFA.

Please note: With the exception of the Schematic Drawings and Color Renderings, all information related to the application should be formatted for print on 8 ½ by 11 inch paper.

For all applicants, the Threshold Items include the following:

T-#1: One (1) **Signed Signatures and Certifications form**. This is required for an applicant to be considered responsive to this NOFA.

T-#2: **Evidence of legal organizational status**, i.e., non-profit designation letter from the Internal Revenue Service (non-profits and municipalities), authorizing legislation (Regional Housing Authorities), Certificate of Incorporation issued by the Department of Commerce (for-profit corporations), partnership agreement (if available - partnerships).

T-#3: Evidence demonstrating the **Financial Feasibility** of the proposed project. Both *development feasibility* (i.e., sources of development funds equal development costs) and *operational feasibility* (project revenue + other operating subsidies, if any, exceed in an acceptable amount the projects operating expenses and debt service requirements) must be evident. All applicants must complete the Application Workbooks for each property (Excel file). **Customized workbooks** of the applicant and / or unapproved (by CITY OF KOTZEBUE) modifications to the CITY OF KOTZEBUE workbook **will not be accepted**.

Evidence of Financial Feasibility must include:

(a) Development costs verified through credible third party support of the projected development costs. Information provided by entities with an identity-of-interest relationship to the Applicant and / or Developer may not be used to qualify as credible “third party” support.

Include bids and/or cost estimates supplied by the proposed contractor or professional construction cost estimators with experience estimating similar multi-family residential housing in Alaska.

(b) Data which supports estimated operating expenses and debt carrying capability.

(c) Support for the reliability of other proposed project funding sources have been confirmed, i.e. letters of funding commitment, preliminary loan review, evidence of application for other funding sources, etc. Please note: the information requested under this section applies to permanent sources of financing and those anticipated during the construction phase.

(d) Reasonable assurances that the project can be successfully implemented within the proposed time frame and that substantive

development activity will begin within 180 days of award of Last Frontier Housing Initiative funds.

Substantive activities include securing financing, completion of blueprints or plans, receipt of building permits, and starting project construction.

T-#4 If required by the federal affordable housing program, the application materials must provide an employment and vendor plan detailing efforts to include Section 3 and MBE/WBE firms and employees in the design, development and construction of the new community. These plans must be provided in the format proscribed by CITY OF KOTZEBUE in the online application system.

T-#5 A **Management Plan** which in CITY OF KOTZEBUE’s opinion adequately demonstrates the ability of the recipient to manage the proposed projects. The management plan submitted must include an appropriate plan for managing the affordable and / or professional housing units.

T-#6 **An Executive Summary:** The Executive Summary must be formatted according to the reference file included in the on-line application materials. Each of the four required headings must be included, and all bulleted points in the reference document will need to be addressed.

T-#7 **Affirmative Marketing Plan**

All applicants shall adopt affirmative marketing procedures and policies for all affordable housing produced under this NOFA. This affirmative marketing plan shall include the following:

1. Methods for informing the public, owners and potential tenants about fair housing laws and the owner's policies regarding compliance with fair housing laws. Homeownership projects must include practices regarding equal opportunity lending practices.
2. A description of what the owner will do to affirmatively market housing assisted with funds awarded through this NOFA.
3. A description of what the owners will do to inform persons not likely to apply for housing without special outreach. Based on historical data for the HOME program, the groups least likely to apply are persons who are minorities such as Hispanic, Black, and Asian or Pacific Islander, people who have Limited English Proficiency (LEP) and persons living in rural communities in the State.
4. A description of how the owner will maintain records documenting actions taken to affirmatively market units assisted with funding through this NOFA and to assess marketing effectiveness.

5. A description of how the owner’s affirmative marketing efforts will be assessed and what corrective actions will be taken where requirements are not met.

T-#8 **Schematic Drawings** for each of the proposed projects (construction and improvement plans). At minimum, provide the following drawings for each of the two (2) projects:

- i. Color-Rendered Site Plan
- ii. Landscape Plan
- iii. Floor Plans for All Building Types and Community Facilities
- iv. Unit Plans for All Unit Types
- v. Typical Elevations for All Building Types
- vi. Color-Rendered Perspectives

T-#9 **Development Team Resumes** for known team members such as

- i. The primary development team point(s) of contact,
- ii. The contractor and architectural firms, if known
- iii. The proposed syndicator / investor points of contact.

T-#10 **Concurrence of Review Committee of the Proposed Design’s Acceptability:** An XYZ member review committee will evaluate the drawings provided in response to T-#8. Applicants are invited to prepare a narrative summary of their site, building and unit plans for Review Committee consideration. The narrative summary must be double-spaced, use a minimum of twelve-point font and be no more than ten (10) pages in length.

The drawings and narrative will be evaluated to determine if the proposal is of acceptable quality for funding consideration. This determination will evaluate the proposals adherence to the threshold considerations stated in this NOFA, operational and maintenance considerations, and the appropriateness of the proposed use of public funds.

If a discrepancy is noted between the narrative information provided to the review committee and the other materials submitted with the application, CITY OF KOTZEBUE will contact the development team for a redacted narrative or redact the conflicting information itself prior to forwarding the materials to the review committee members.

Proposals will be evaluated on a pass-fail basis in response to this threshold item. Development teams are encouraged to include the following in their narrative summaries:

- Noteworthy Energy Efficiency and Durability (i.e. materials) features of the proposals
- Expected tenancy and services to be provided at sites
- Operational / functional considerations facilitated by the design

- Anticipated impact on maintenance and operating costs from design and operational plan proposed
- Feasibility constraints impacting the design choices made

C. EVALUATION CRITERIA

All applications will undergo a threshold review. Applications that pass the threshold review will be evaluated according to the objective rating criteria outlined in this NOFA.

Rating Factor	Affordable Units Score	Professional Units Score	Total Score
Property Design	20	20	40
Underwriting	20	20	40
Leverage	20	20	40
Cost	20	20	40
Property Operations	20	20	40
Total	100	100	200

- 1. Project Design (Maximum 20 Points)**
 - a. Specify the expectations for scoring and the materials that will be used as the basis of evaluation for the review committee.
- 2. Underwriting (Maximum 20 points)**
 - a. Specify the expectations for scoring and the materials that will be used as the basis of evaluation for the review committee.
- 3. Leverage (Maximum 20 Points)**
 - a. Specify the expectations for scoring and the materials that will be used as the basis of evaluation for the review committee.
- 4. Cost (Maximum 20 Points)**
 - a. Specify the expectations for scoring and the materials that will be used as the basis of evaluation for the review committee.
- 5. Property Operations (Maximum 20 Points)**
 - a. Specify the expectations for scoring and the materials that will be used as the basis of evaluation for the review committee.

PROJECT CHANGES & NONCOMPLIANCE WITH CRITERIA AFTER AWARD

CITY OF KOTZEBUE will not approve any project changes pertaining to rating criteria that would modify the order in which applications were ranked during the rating process. CITY OF KOTZEBUE will consider requested changes only if there is substantive reason, in CITY OF KOTZEBUEs opinion to believe that in not approving the change, the financial feasibility of the project will be compromised.

All project characteristics proposed by the applicant become part of the extended use agreement or deed restriction which are recorded on a funded project. Failure to meet any of these requirements which are incorporated in to the extended use agreement or deed restriction is considered a violation of this award plan. Such violations are considered reportable as non-compliance of program funds (and if not corrected in a timely manner), are events which may cause AHFC and / or CITY OF KOTZEBUE to demand repayment of the program funds.

4. PUBLIC INTEREST DETERMINATION

Projects which are proposed to receive Last Frontier Housing Initiative program funding must be determined to be in the public interest. For the purpose of the Last Frontier Housing Initiative program, an application will be determined to meet the public interest test if it meets the Notice of Funding Availability (NOFA) application requirements, including the Application Instructions, Rating and Award Criteria, and program criteria identified within the Last Frontier Housing Initiative Program Summary and associated documents. These include, but are not limited to, the following:

1. Eligibility of the applicant to receive the funds requested.
2. The application meets the Threshold Requirements identified in the Application Instructions. Also, that it earns the minimum number of points required in the rating process.
3. The funding provided is not more than is necessary to result in a financially feasible development. This "subsidy layering review," includes other funding sources committed to the project, and loan funds which are known to be available, and which would reasonably be expected to support the development based on anticipated revenue and expenses. CITY OF KOTZEBUE reserves the right to adjust the applicant's projected revenue and expenses based on an underwriting review completed by AHFC and / or CITY OF KOTZEBUE.
4. The project can be reasonably expected to be acquired, and/or begin significant

construction or rehabilitation activities, whichever is applicable, during the twelve months following the award of funds.

- 5. The project does not primarily further a private interest at the expense of the criteria identified above.



**CITY OF KOTZEBUE
RESOLUTION NO. 24-34**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING THE RECOMMENDATION OF THE KOTZEBUE PLANNING COMMISSION IN ITS RESOLUTION 24-04 FOR THE ACCEPTANCE AND APPROVAL OF THE MEMORANDUM OF UNDERSTANDING FROM THE NATIVE VILLAGE OF KOTZEBUE REGARDING THE INCLUSION OF CITY-OWNED ROADS/FACILITIES INTO THE BUREAU OF INDIAN AFFAIRS NATIONAL TRIBAL TRANSPORTATION FACILITY INVENTORY WITH THE CONDITION THAT THE LANGUAGE REGARDING "OWNER MAINTENANCE" OF THE ROADS/FACILITIES BE AMENDED.

WHEREAS, the City of Kotzebue Planning Commission at its Thursday, May 9, 2024, Regular Planning Commission Meeting reviewed the Native Village of Kotzebue's ("NVOK") proposed Memorandum of Understanding ("MOU") regarding the inclusion of some City-owned roads and facilities into the NVOK's National Tribal Transportation Facility Inventory;

WHEREAS, the City of Kotzebue Planning Commission at its Thursday, May 9, 2024, Regular Planning Commission Meeting passed Planning Commission Resolution 24-04, entitled, *A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KOTZEBUE RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF KOTZEBUE THE ACCEPTANCE OF THE MEMORANDUM OF UNDERSTANDING FROM THE NATIVE VILLAGE OF KOTZEBUE REGARDING THE INCLUSION OF CITY-OWNED ROADS/FACILITIES INTO THE BUREAU OF INDIAN AFFAIRS NATIONAL TRIBAL TRANSPORTATION PROGRAM INVENTORY WITH THE CONDITION THAT THE LANGUAGE REGARDING "OWNER MAINTENANCE" OF THE ROADS/FACILITIES BE AMENDED* a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein;

WHEREAS, the Planning Commission recommended the language in Section A of the proposed MOU (page 3 of 26 in Exhibit “A” to this Resolution) be amended to read as follows:

- A. If needed improvements to the Owner facilities are completed under cooperative agreements between the Tribe and Owner and if TTP funds participated in the project costs, ~~[the Owner will continue to be responsible for the maintenance of the facilities listed above]~~ **the Owner will continue to be responsible for the maintenance of the roads/facilities listed above, as determined by the Owner when funds and resources are available.**

WHEREAS, the City Council of the City of Kotzebue appreciates and values its working relationship with the NVOK and its Tribal Council; and,

WHEREAS, the City of Kotzebue looks forward to working with the NVOK to advance the objectives of the National Tribal Transportation Program Inventory.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue, authorizes the City Manager, or her Designee, amend the MOU as stated above and execute it on behalf of the City of Kotzebue.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 24th day of May, 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachment: Planning Commission Resolution 24-04 (with its Exhibit A) [26 pages]



**CITY OF KOTZEBUE PLANNING COMMISSION
RESOLUTION 24-04**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KOTZEBUE RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF KOTZEBUE THE ACCEPTANCE OF THE MEMORANDUM OF UNDERSTANDING FROM THE NATIVE VILLAGE OF KOTZEBUE REGARDING THE INCLUSION OF CITY-OWNED ROADS/FACILITIES INTO THE BUREAU OF INDIAN AFFAIRS NATIONAL TRIBAL TRANSPORTATION PROGRAM INVENTORY WITH THE CONDITION THAT THE LANGUAGE REGARDING “OWNER MAINTENANCE” OF THE ROADS/FACILITIES BE AMENDED

WHEREAS, the Planning Commission recognizes the importance of collaborative efforts with tribal entities to ensure the development and maintenance of safe and efficient transportation systems;

WHEREAS, the Tribe participates in the Bureau of Indian Affairs (BIA) National Tribal Transportation Program (NTTP) to comprehensively assess and address transportation needs within tribal lands, including those that intersect with municipal boundaries;

WHEREAS, the Tribe has presented a Memorandum of Understanding (MOU) “Exhibit A” outlining the terms of collaboration between the Tribe and the City to facilitate the inclusion of the City-owned roads/facilities into the Inventory;

WHEREAS, the proposed inclusions to the BIA NTTPI are three roads: Airport Access Road, Kotzebue Way, and Beach Access Road, and one facility: the Boat harbor, also outlined in “Exhibit A”;

WHEREAS, the Planning Commission understands that if the aforementioned roads/facilities are added to the BIA NTTPI they will be eligible for Tribal Transportation Program funds through the Tribe for necessary improvement projects stated in the second whereas of the MOU;

WHEREAS, section A of the MOU states “the Owner will continue to be responsible for the maintenance of facilities listed above”;

WHEREAS, the City is responsible for the maintenance of these facilities/roads within reason, the

Planning Commission recommends that language surrounding the maintenance of the roads/facilities to state “the Owner will continue to be responsible for the maintenance of roads/facilities listed above, as determined by the owner when funds and resources are available”;

WHEREAS, the Planning Commission has thoroughly reviewed the proposed MOU and finds it to be in alignment with the City’s goals of promoting regional cooperation, fostering sustainable development, and enhancing transportation infrastructure; and

WHEREAS, the Planning Commission acknowledges the significance of respecting tribal sovereignty and the rights of tribal nations to self-governance, particularly in matters concerning transportation planning and infrastructure development within their respective territories;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF KOTZEBUE PLANNING COMMISSION:

1. That the Planning Commission hereby recommends to the City Council the acceptance of the Memorandum of Understanding from the Native Village of Kotzebue for the inclusion of City-owned roads/facilities into the Bureau of Indian Affairs National Tribal Transportation Program Inventory with the condition that the language regarding “owner maintenance” of the roads/facilities be amended.
2. That the City of Kotzebue Planning Commission authorizes the Chairperson to transmit this resolution and the proposed MOU to the City Council for their consideration and approval.

BE IT FURTHER RESOLVED, that upon approval by the City Council, the Planning Department and Planning Commission shall work collaboratively with the Tribe and relevant stakeholders to implement the terms outlined in the Memorandum of Understanding and advance the objectives of the National Tribal Transportation Program Inventory.

PASSED AND APPROVED by the Kotzebue Planning Commission on this 9th day of May, 2024.

CITY OF KOTZEBUE
Planning Commission



Clay Nordlum, Acting Chairman

ATTEST:



Sam Camp, Planning Director

Memorandum of Understanding

This memorandum of understanding is by and between the City of Kotzebue (hereinafter Owner") and the Native Village of Kotzebue (hereinafter "Tribe"). The following listed routes and facilities, identified by the Tribe through Resolution No. 24-027 for inclusion into the Bureau of Indian Affairs (BIA) National Tribal Transportation Inventory (NTTFI) system, are owned by the Owner.

<u>Facility Name</u>	<u>BIA Route No.</u>	<u>Section(s)</u>	<u>Length</u>	<u>Region/Agency/Res.</u>
Airport Access Road	1011	10	0.3 miles	E04269
Kotzebue Way	1012	10	0.1 miles	E04269
Beach Access Road	1075	10	0.3 miles	E04269
Boat Harbor	5000	10	0.1 miles	E04269

- WHEREAS, the Tribe has identified the above listed facilities as priority facilities and has designated these facilities as Construction Needs of the BIA Tribal Transportation Program (TTP) Inventory System; and
- WHEREAS, said designation of Owner facilities will allow TTP funding to be used on these facilities; and
- WHEREAS, improvements to the above-mentioned Owner facilities will benefit the Tribe and Owner because our community planning and infrastructure development needs are needs of both at large,

NOW, THEREFORE, the parties agree that:

- A. If needed improvements to the Owner facilities are completed under cooperative agreements between the Tribe and Owner and if TTP funds participate in the project costs, the Owner will continue to be responsible for maintenance of the facilities listed above.
- B. Moreover, these facilities will be open to the public and meet the definition of 25 C.F.R. §170.5, §170.115, §170.118, Requirement – 23 U.S.C. §101 (a) and 23 U.S.C. §202.
- C. This agreement is binding upon the signatories not as individuals, but solely in their capacities as officials of their respective organizations and acknowledges proper action of Owner and Tribe to enter the same.
- D. This agreement will become effective as of the last date written below.

OWNER

Signature

Date

Print Name / Title

TRIBE

Signature

Date

Print Name / Title

Native Village of Kotzebue
Kotzebue, Alaska
Region/Agency: E04
Reservation: 269

Facility Narrative

Route Number: 1011
Section Number: 10
Facility Name: Airport Access Road
Length: 0.3 Miles

Action:

This route is being submitted for inclusion into the National Tribal Transportation Facilities Inventory (NTTFI).

Location:

This facility is located to the North of the Airport facilities in the downtown area of Kotzebue. This facility provides a connection between Third Street and Fifth Street.

Service/Land Use:

This facility provides public access to the Airport and other amenities in the vicinity of the airport.

Facility Condition:

This facility is a built-up gravel road that requires annual maintenance.

Land Ownership and Easements:

This facility is within the existing City of Kotzebue right-of-way.

ATTACHMENTS

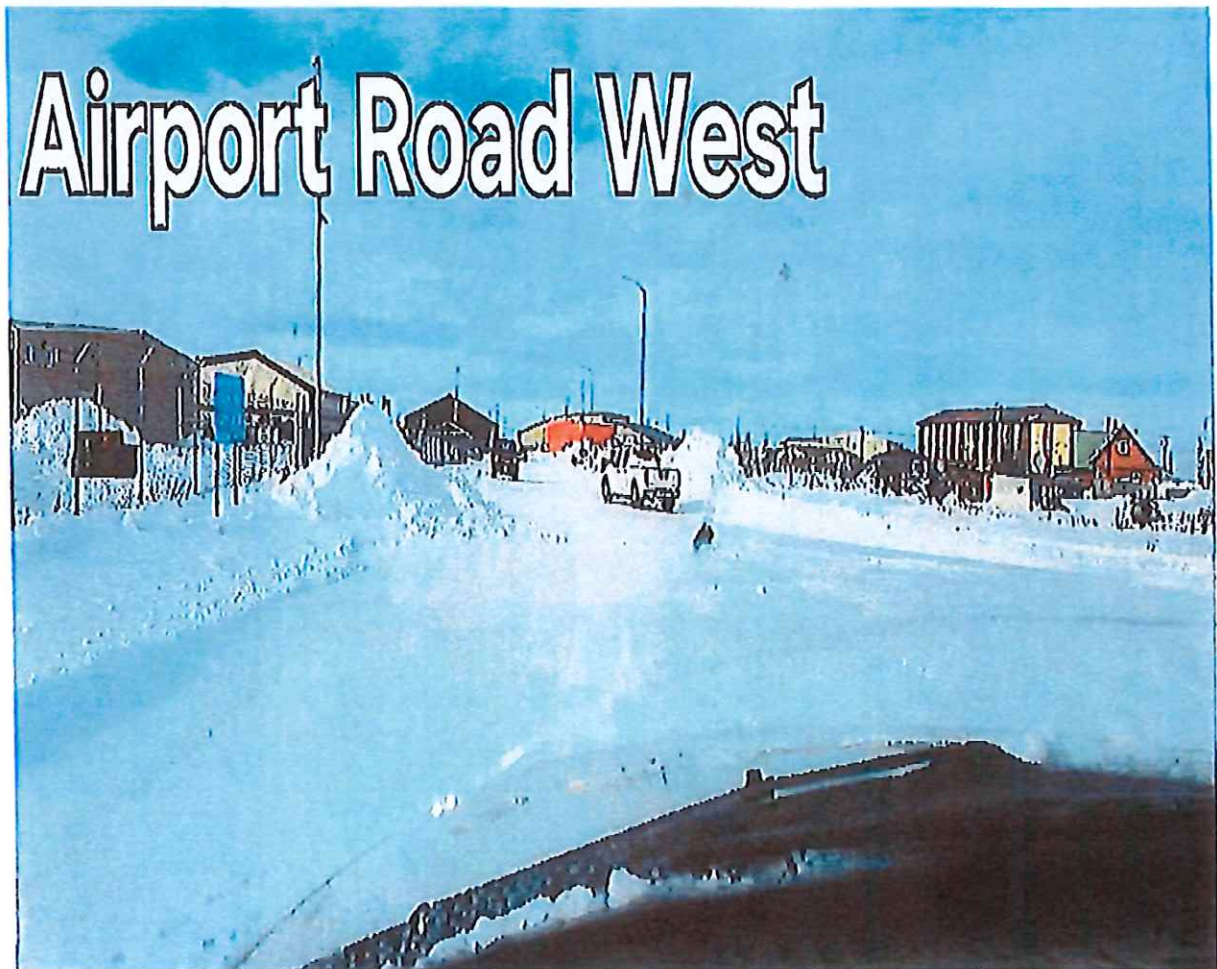
1. Representative Section Photo
2. Strip Map
3. RIFDS Form 5704
4. Memorandum of Understanding
5. ADT Verification
6. ICV Verification
7. SCI Rating

Native Village of Kotzebue
Kotzebue, Alaska
Region/Agency: E04
Reservation: 269

Facility Narrative

Route Number: 1011
Section Number: 10
Facility Name: Airport Access Road
Length: 0.3 Miles

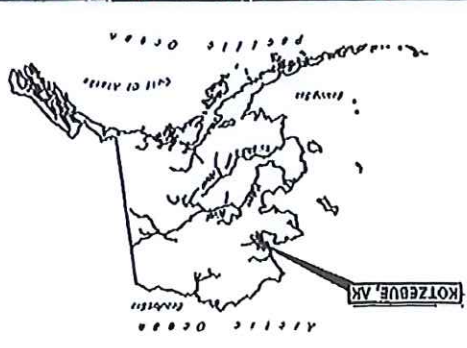
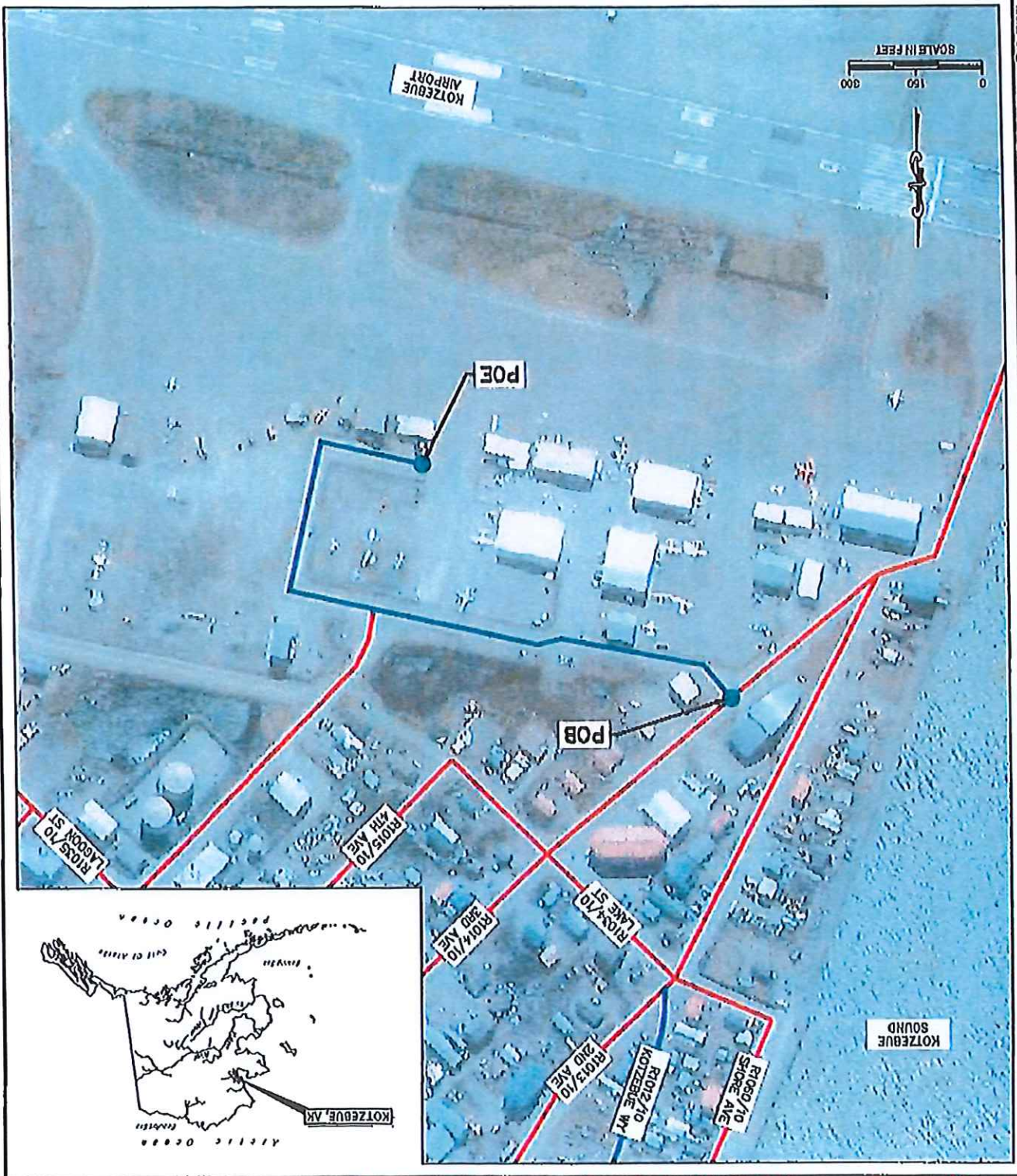
Representative Section Photo:



PROJECT No. 2210038 DATE 04/2024 DWN. JKP SCALE SHOWN APPRVD. JDM	NATIVE VILLAGE OF KOTZEBUE NITFI UPDATE 2024 AIRPORT ACCESS ROAD - ROUTE 1011/10

NOTES:
 REGION: E
 AGENCY: 04
 RESERVATION: 269
 TOWNSHIP: 17N
 RANGE: 18W
 MERIDIAN: KATEL, RIVER
 REGION: 0.3 MI
 ROW: 30 FT
 POB: 68°53'32.84" N, 162°38'17.16" W
 POE: 68°53'27.72" N, 162°35'59.70" W

LEGEND:
 - FY2024 NITFI ADDITION
 - OFFICIAL NITFI
 - ROUTE END/BEGINNING
 - POINT OF BEGINNING
 - POINT OF END
 - ROUTE ID



Drawing: C:\USERS\JANARDAN\ONEPANE - BRISTOL INDUSTRIES, LLC\00_008 SHORTCUTS\2210038_KOTZBUE_AIRPORT_ACCESS_STRIP_MAPS\2210038_STRIP_MAPS.DWG - Layout: R1011-10
 User: JANARDAN Apr 16, 2024 - 10:45am State: BR:11N17WMC BR:BS11P10MC - Inverse: (DENSEL, elevation: field)

REGION: Alaska
Tribe: Native Village of Kotzebue
6-digit tribal code: E04-269

Route Number: 1011
Route Name: Airport Access Road
Section (Segment) Number: 10

RIFDS software REVIEW tab

Core		Bridge	
7-State	02-Alaska	18-Bridge Number	
8-Ownership	4-Urban	19-Bridge Condition	
9-Federal Aid Code	1	20-Bridge Length (ft)	
10-Class	5-Rural Local		
11-Terrain	1-Flat		
12-Construction Need	3-Maintenance Only		

Condition	
24-SCI (20 times the old PCI value)	70
25-Roadbed Condition	5-Good, No Curbs

Maintenance	
26-Level of Maintenance	
27-Snow & Ice Control	

Reviewed ROW data	
28-Right of Way Status	4-Statutory Row Obtained
29-Right of Way Width (ft)	30

Additional Incidental Percent*	
30-Additional Incidental Percent*	

*Up to 1% for fencing, 9% for landscaping, 9% for structural concrete, 3% for traffic signals, and 3% for utilities

51-Road Category	
------------------	--

Core	
7-State	02-Alaska
8-Ownership	4-Urban
9-Federal Aid Code	1
10-Class	5-Rural Local
11-Terrain	1-Flat
12-Construction Need	3-Maintenance Only

Road	
13-Surface Type	3-Gravel Surface
14-Shoulder Type	2-Stabilized Shoulder
15-Length of Section (mi)	0.3
16-Surface Width (ft)	26
17-Shoulder Width (ft) (Enter 0 for none)	1

Traffic	
21-ADT Year	
22-Existing ADT	
23-Percent Trucks	Default ADT

*LINE ITEMS IN RED ARE REQUIRED FIELDS

RIFDS software Direct To Official tab

31a- Road/Bridge Name	
A	B
32-County	188-Northwest Arctic Borough
33-Congressional District	01
34-Owner Route Number	
35-Drainage Condition	
36-Shoulder Condition	
37-Number of Railroad Crossings	
38-Railroad Crossing Type	
39-Right of Way Utility	
40-Right of Way Cost (\$1000/mi)	
52-Year of Construction Change	
45-Atlas Map Number	
46-Grade Deficiencies	
47-Sight Deficiencies	
48-Number of Curve Deficiencies	
49-Number of Stopping Restrictions	
50-Safety Study	

Latitude and Longitude

41-Begin Latitude (deg.) [decimal]	
42-End Latitude (deg.) [decimal]	
43-Begin Longitude (deg.) [decimal]	
44-End Longitude (deg.) [decimal]	

RIFDS software Remarks tab

31-Narrative	
53-BIA/DOT Remark	
54-Region Remark	
55-Field Remark	

The Effective Tribe-Level Documentation

L RTP (month/year, route's page)		Carl Jennings
Tribal Resolution (to add routes)	56-Tribal Coordinator	Bristol Engineering
	57-Inventory Taker	

*LINE ITEMS IN RED ARE REQUIRED FIELDS

Surface Condition Index (SCI) Rating Worksheet for Gravel

General Information

Route and Section Nos.: R1011/S10

Route Name: Airport Access Road

Date: 3/28/24

Rater's Name: Jaclyn Hebnes

Photos taken? Yes No

Photo number(s): N/A

Items Rated	Rating
Loss of Gravel	6
Rutting	8
Corrugations	8
Grade Depression and Upheaval	8
Inclement Weather	6
Other	6
Average	7
SCI = Average x 10 =	70

Loss of Gravel - A loss of gravel from the original thickness due primarily to traffic and erosion.

6.7 to 10.0	A loss of less than 20% of the original thickness, but never less than 4 inches remaining
3.4 to 6.6	A loss of 20% to 40% of the original thickness, but never less than 3 inches remaining
0 to 3.3	A loss of over 40% of the original thickness, but never less than 2 inches remaining

Rutting - An obvious depression in the aggregate surface or sub-grade normally found parallel to the edge of the road.

6.7 to 10.0	Depression measures less than 1-inch deep
3.4 to 6.6	Depression measures more than 1-inch deep but not deep enough to prevent easy steering
0 to 3.3	Depression is deep enough to prevent easy steering of a vehicle

Corrugations - Ripples are visible in the surface perpendicular to the direction of traffic

6.7 to 10.0	Ripples are visible
3.4 to 6.6	Ripples create a bumpy ride but do not require the vehicle to reduce speed
0 to 3.3	Ripples are prevalent enough to require the vehicle to reduce speed

Grade Depression and Upheaval (Holes and Freeze-Thaw Action) - Depression (holes) in the gravel surface that vary in size and depth, which are created by a loss of surface material or of shrinkage of the subgrade. Upheaval (Freeze-Thaw Action) is the localized upward displacement of the gravel due to the swelling of the sub-grade or some portion of the gravel structure.

6.7 to 10.0	Holes or humps measure 1 inch or less
3.4 to 6.6	Holes or humps measure more 1 inch but are not enough to prevent easy steering
0 to 3.3	Holes or humps are enough to prevent easy steering of a vehicle

Inclement Weather - During a period of wet weather a road may become hazardous or impassible due to soil mixed with the gravel surface.

6.7 to 10.0	Road becomes muddy but there is not loss of steering of a vehicle
3.4 to 6.6	Road becomes muddy and vehicle must reduce speed to steer safely
0 to 3.3	Road becomes muddy hazardous, and possibly impassible

Other - Any item that causes a loss of structural ability or riding surface. Examples of such items are drainage structure failures, drainage ditches, and sub-grade failure.

6.7 to 10.0	Some damage, slows traffic to half speed.
3.4 to 6.6	Pretty bad without 4x4 drive
0 to 3.3	Road is missing a hunk, not passable

Native Village of Kotzebue
Kotzebue, Alaska
Region/Agency: E04
Reservation: 269

Facility Narrative

Route Number: 1012
Section Number: 10
Facility Name: Kotzebue Way
Length: 0.1 Miles

Action:

This Facility is being submitted for inclusion into the National Tribal Transportation Facilities Inventory (NTTFI).

Location:

This Facility is positioned to connect from the northwest of the intersection of Lagoon Street (R1035/10) and 2nd Avenue (R1013/10).

Service/Land Use:

This Facility serves as a public access point to the Northwest Arctic Heritage Center and residential areas.

Facility Condition:

This is a minimum built-up two-lane gravel road needing routine maintenance.

Land Ownership and Easements:

This facility is within ROW owned by the City of Kotzebue.

ATTACHMENTS

- 1. Representative Section Photo
- 2. Strip Map
- 3. RIFDS Form 5704
- 4. Memorandum of Understanding
- 5. ADT Verification
- 6. ICV Verification
- 7. SCI Rating

Native Village of Kotzebue
Kotzebue, Alaska
Region/Agency: E04
Reservation: 269

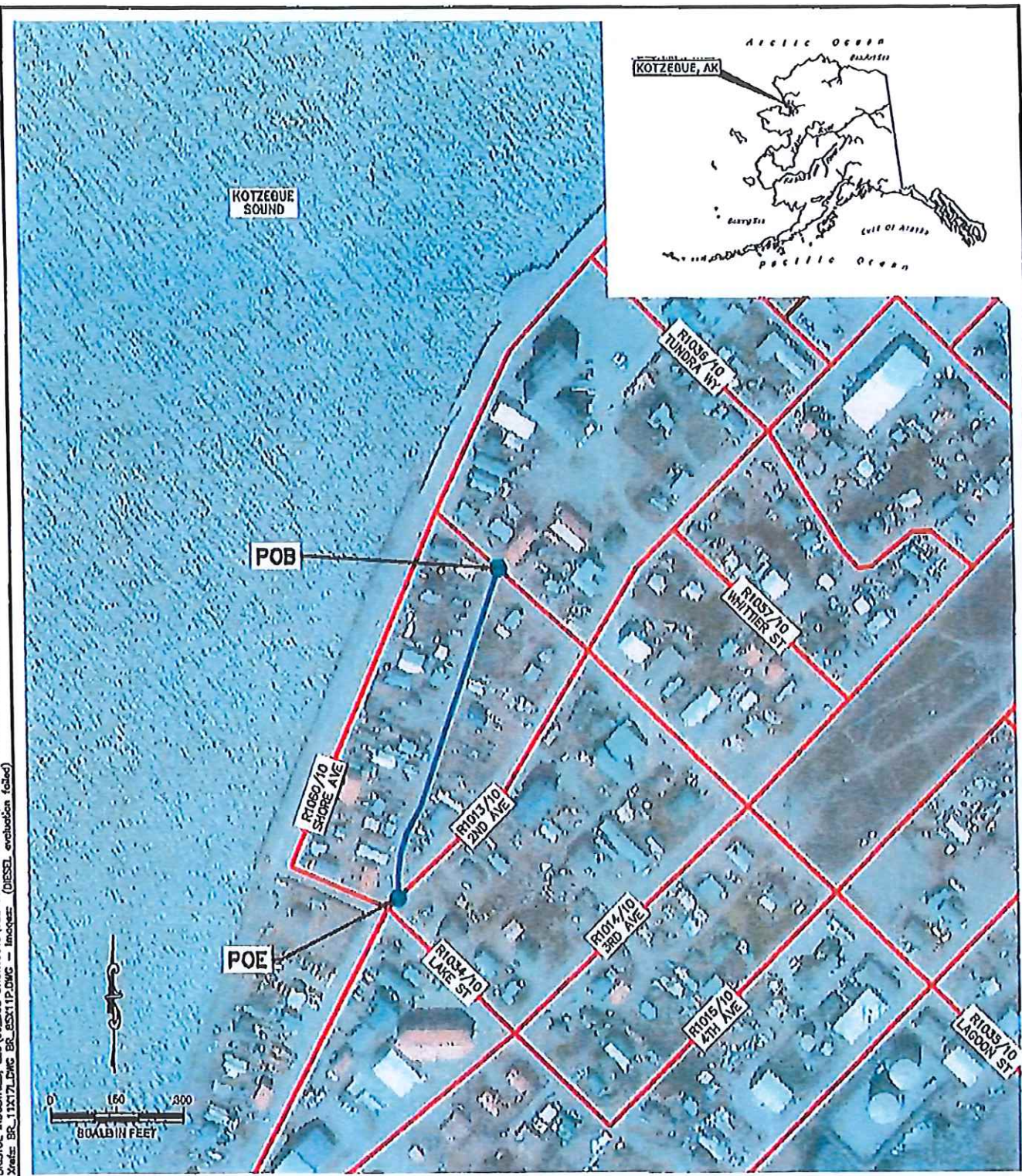
Facility Narrative

Route Number: 1012
Section Number: 10
Facility Name: Kotzebue Way
Length: 0.1 Miles

Representative Section Photo:



Drawing: C:\USERS\JWANDER\ONE\DRIVE - BRISTOL INDUSTRIES, LLC\00_JOB SHORTCUTS\32240038_KOTZ LRTV\4010-DESIGN\STRIP MAPS\32240038_STRIP MAPS.DWG - Layout: R1012-10
 User: JWANDER, Apr 18, 2024 - 10:22am Xrefs: BR_11X17L.DWG BR_55X11P.DWG - Images: (DIESEL, aerial, b64)



- LEGEND:**
- FY2024 NITFI ADDITION
 - OFFICIAL NITFI
 - ROUTE END/BEGINNING
 - POB POINT OF BEGINNING
 - POE POINT OF END
- R1001/10
SECTION 10
ROUTE ID

NOTES:

REGION: E
 AGENCY: 04
 RESERVATION: 269
 TOWNSHIP: 17N
 RANGE: 10W
 MERIDIAN: KATEEL RIVER
 LENGTH: 0.1 MI
 ROW: 50 FT

POB: 66°53'40.62" N, 162°30'07.56" W
 POE: 66°53'13.35" N, 162°30'13.35" W

NATIVE VILLAGE OF KOTZEBUE
KOTZEBUE, AK
NITFI UPDATE 2024
KOTZEBUE WAY - ROUTE 1012/10

Bristol

ENGINEERING
SERVICES COMPANY, LLC

DATUM:	DATE: 04/2024	SHEET
NA083 STP Z7	OWN: JKP	1
PROJECTION:	SCALE: SHOWN	of
PROJECT No. 32240038	APPRVD: JWH	1

PLANNING COMMISSION RESOLUTION 24-04 "EXHIBIT A" Page 10 of 24

REGION: Alaska
Tribe: Native Village of Kotzebue
6-digit tribal code: E04-269

Route Number: 1012
Route Name: Kotzebue Way
Section (Segment) Number: 10

RIFDS software REVIEW tab

Core		Bridge	
7-State	02-Alaska	18-Bridge Number	
8-Ownership	4-Urban	19-Bridge Condition	
9-Federal Aid Code	1	20-Bridge Length (ft)	
10-Class	3-City Local		
11-Terrain	1-Flat		
12-Construction Need	3-Maintenance Only		

Condition	
24-SCI (20 times the old PCI value)	70
25-Roadbed Condition	4-Designed, But Needs Imp

Maintenance	
26-Level of Maintenance	
27-Snow & Ice Control	

Reviewed ROW data	
28-Right of Way Status	4-Statutory Row Obtained
29-Right of Way Width (ft)	50

Additional Incidental Percent*	
30-Additional Incidental Percent*	

*Up to 1% for fencing, 9% for landscaping, 9% for structural concrete, 3% for traffic signals, and 3% for utilities

51-Road Category	
------------------	--

Core	
7-State	02-Alaska
8-Ownership	4-Urban
9-Federal Aid Code	1
10-Class	3-City Local
11-Terrain	1-Flat
12-Construction Need	3-Maintenance Only

Road	
13-Surface Type	3-Gravel Surface
14-Shoulder Type	2-Stabilized Shoulder
15-Length of Section (mi)	0.1
16-Surface Width (ft)	22
17-Shoulder Width (ft) (Enter 0 for none)	1

Traffic	
21-ADT Year	
22-Existing ADT	
23-Percent Trucks	
Default ADT	

*LINE ITEMS IN RED ARE REQUIRED FIELDS

RIFDS software Direct To Official tab

31a- Road/Bridge Name	
A	
32-County	188-Northwest Arctic Borough
33-Congressional District	01
34-Owner Route Number	
35-Drainage Condition	
36-Shoulder Condition	
37-Number of Railroad Crossings	
38-Railroad Crossing Type	
39-Right of Way Utility	
40-Right of Way Cost (\$1000/mi)	
52-Year of Construction Change	
B	
45-Atlas Map Number	
46-Grade Deficiencies	
47-Sight Deficiencies	
48-Number of Curve Deficiencies	
49-Number of Stopping Restrictions	
50-Safety Study	

Latitude and Longitude

41-Begin Latitude (deg.) [decimal]	
42-End Latitude (deg.) [decimal]	
43-Begin Longitude (deg.) [decimal]	
44-End Longitude (deg.) [decimal]	

RIFDS software Remarks tab

31-Narrative	
53-BIA/DOT Remark	
54-Region Remark	
55-Field Remark	There is now ROW, however the road is on a lot of land designated for the lagoon site

The Effective Tribe-Level Documentation

LRTP (month/year, route's page)	LRTP (04/2024, ##)	Carl Jennings
Tribal Resolution (to add routes)	56-Tribal Coordinator 57-Inventory Taker	Bristol Engineering

*LINE ITEMS IN RED ARE REQUIRED FIELDS

Surface Condition Index (SCI) Rating Worksheet for Gravel

General Information

Route and Section Nos.: R1012/S10

Route Name: Kotzebue Way

Date: 3/28/24

Rater's Name: Jaclyn Hebnes

Photos taken? Yes No

Photo number(s): N/A

Items Rated	Rating
Loss of Gravel	6
Rutting	8
Corrugations	8
Grade Depression and Upheaval	8
Inclement Weather	6
Other	6
Average	7
SCI = Average x 10 =	70

Loss of Gravel - A loss of gravel from the original thickness due primarily to traffic and erosion.

6.7 to 10.0	A loss of less than 20% of the original thickness, but never less than 4 inches remaining
3.4 to 6.6	A loss of 20% to 40% of the original thickness, but never less than 3 inches remaining
0 to 3.3	A loss of over 40% of the original thickness, but never less than 2 inches remaining

Rutting - An obvious depression in the aggregate surface or sub-grade normally found parallel to the edge of the road.

6.7 to 10.0	Depression measures less than 1-inch deep
3.4 to 6.6	Depression measures more than 1-inch deep but not deep enough to prevent easy steering
0 to 3.3	Depression is deep enough to prevent easy steering of a vehicle

Corrugations - Ripples are visible in the surface perpendicular to the direction of traffic

6.7 to 10.0	Ripples are visible
3.4 to 6.6	Ripples create a bumpy ride but do not require the vehicle to reduce speed
0 to 3.3	Ripples are prevalent enough to require the vehicle to reduce speed

Grade Depression and Upheaval (Holes and Freeze-Thaw Action) - Depression (holes) in the gravel surface that vary in size and depth, which are created by a loss of surface material or of shrinkage of the subgrade. Upheaval (Freeze-Thaw Action) is the localized upward displacement of the gravel due to the swelling of the sub-grade or some portion of the gravel structure.

6.7 to 10.0	Holes or humps measure 1 inch or less
3.4 to 6.6	Holes or humps measure more 1 inch but are not enough to prevent easy steering
0 to 3.3	Holes or humps are enough to prevent easy steering of a vehicle

Inclement Weather - During a period of wet weather a road may become hazardous or impassible due to soil mixed with the gravel surface.

6.7 to 10.0	Road becomes muddy but there is not loss of steering of a vehicle
3.4 to 6.6	Road becomes muddy and vehicle must reduce speed to steer safely
0 to 3.3	Road becomes muddy hazardous, and possibly impassible

Other - Any item that causes a loss of structural ability or riding surface. Examples of such items are drainage structure failures, drainage ditches, and sub-grade failure.

6.7 to 10.0	Some damage, slows traffic to half speed.
3.4 to 6.6	Pretty bad without 4x4 drive
0 to 3.3	Road is missing a hunk, not passable

Native Village of Kotzebue
Kotzebue, Alaska
Region/Agency: E04
Reservation: 269

Facility Narrative

Route Number: 1075
Section Number: 10
Facility Name: Beach Access Road
Length: 0.3 Miles

Action:

This Facility is being submitted for inclusion into the National Tribal Transportation Facilities Inventory (NTTFI).

Location:

This facility connects Air Force Road Route 1073/10 to Beach Road Route 1074/10.

Service/Land Use:

This facility provides alternative public access to the beach from Air Force Road.

Facility Condition:

This facility is a built-up gravel road requiring regular maintenance. Lack of proper drainage facilities contributes to roadway erosion.

Land Ownership and Easements:

There is a 17(b) trail easement for this route that is 60 feet wide (EIN 15, C5). This road is located on City of Kotzebue property.

ATTACHMENTS

1. Representative Section Photo
2. Strip Map
3. RIFDS Form 5704
4. Memorandum of Understanding
5. ADT Verification
6. ICV Verification
7. SCI Rating

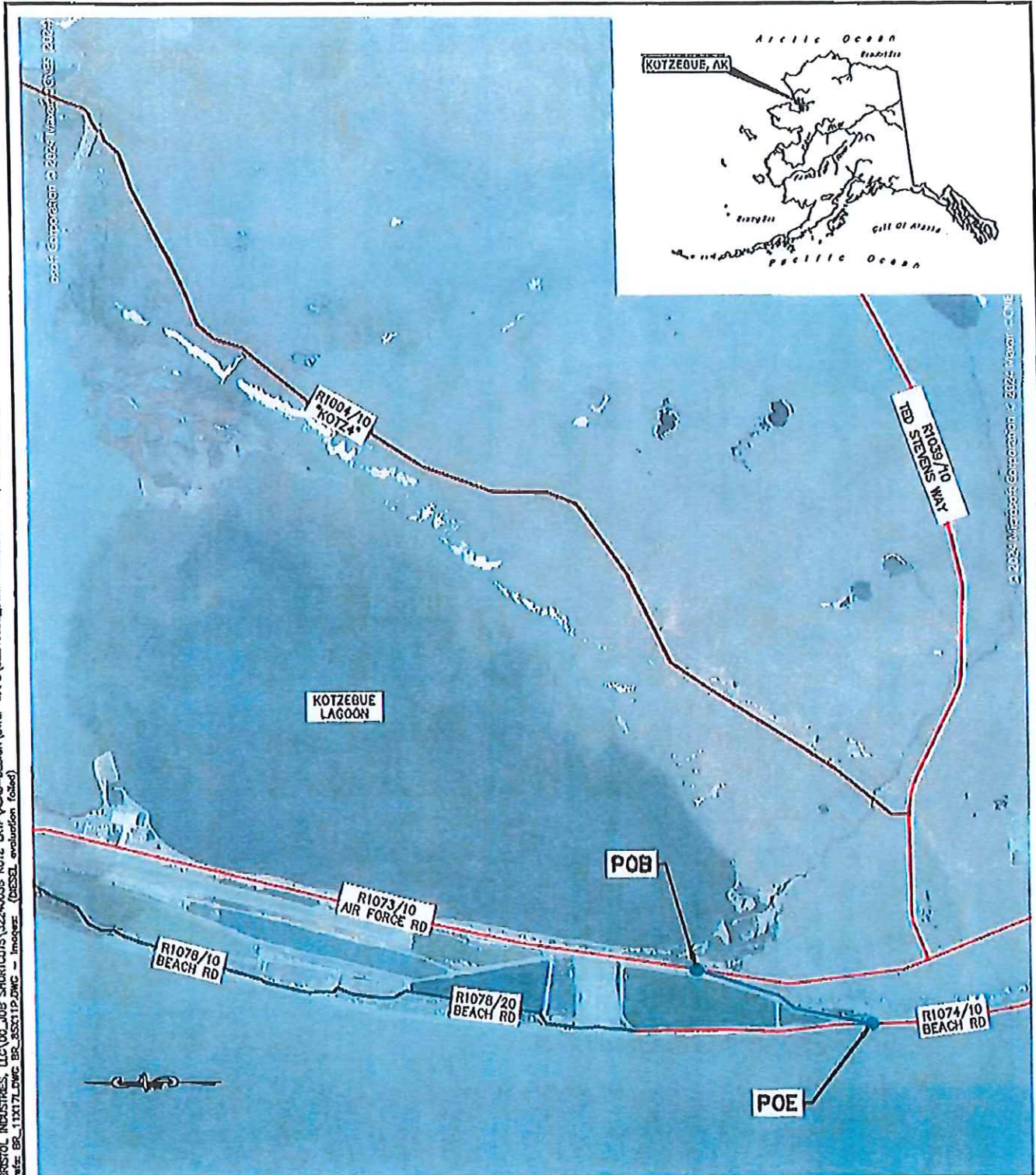
Native Village of Kotzebue
Kotzebue, Alaska
Region/Agency: E04
Reservation: 269

Facility Narrative

Route Number: 1075
Section Number: 10
Facility Name: Beach Access Road
Length: 0.3 Miles

Representative Section Photo:





Drawing: C:\USERS\JWANDER\ONEDRIVE - BRISTOL INDUSTRIES, LLC\06_JOB_SHORTCUTS\322-40038_KOTZ_LAYOUT\CAD-DESIGN\STRIP MAPS\322-40038_STRIP MAPS.DWG - Layout: R1075-10
 User: JWANDER Apr 16, 2024 1:58pm Xrefs: BR_113171.DWG BR_353119.DWG - Images: (DSSSL evaluation (tbl))

LEGEND:

- FY2024 NTFI ADDITION
- OFFICIAL NTFI
- ROUTE END/BEGINNING
- POB POINT OF BEGINNING
- POE POINT OF END

R1001/10
SECTION ID
ROUTE ID

NOTES:

REGION: E
 AGENCY: 04
 RESERVATION: 289
 TOWNSHIP: 17N
 RANGE: 18W
 MERIDIAN: KATEEL RIVER
 LENGTH: 0.3 MI
 ROW: 80 FT

POB: 66°51'54.70" N, 162°37'07.54" W
 POE: 66°51'35.37" N, 162°37'22.45" W

NATIVE VILLAGE OF KOTZEBUE KOTZEBUE, AK NTFI UPDATE 2024 BEACH ACCESS ROAD - ROUTE 1075/10			
Bristol ENGINEERING SERVICES COMPANY, LLC	DATUM: NAD83 BTP Z7	DATE: 04/2024 DWN: JKP	SHEET 1
	PROJECTION:	SCALE: SHOWN	APPRVD: JQH
	PROJECT No. 32210038	Page 16 of 24	

REGION: Alaska
Tribe: Native Village of Kotzebue
6-digit tribal code: E04-269

Route Number: 1075
Route Name: Beach Access Road
Section (Segment) Number: 10

RIFDS software REVIEW tab

Core

7-State	02-Alaska
8-Ownership	4-Urban
9-Federal Aid Code	1
10-Class	5-Rural Local
11-Terrain	2-Rolling
12-Construction Need	3-Maintenance Only

Bridge

18-Bridge Number	
19-Bridge Condition	
20-Bridge Length (ft)	

Condition

24-SCI (20 times the old PCI value)	70
25-Roadbed Condition	4-Designed, But Needs Imp

Road

13-Surface Type	3-Gravel Surface
14-Shoulder Type	2-Stabilized Shoulder
15-Length of Section (mi)	0.3
16-Surface Width (ft)	12
17-Shoulder Width (ft) (Enter 0 for none)	1

Maintenance

26-Level of Maintenance	
27-Snow & Ice Control	

Reviewed ROW data

28-Right of Way Status	3-Easmt. Acq. And Rec.
29-Right of Way Width (ft)	60

Additional Incidental Percent*

30-Additional Incidental Percent*	
-----------------------------------	--

Traffic

21-ADT Year	
22-Existing ADT	
23-Percent Trucks	
Default ADT	

*Up to 1% for fencing, 9% for landscaping, 9% for structural concrete, 3% for traffic signals, and 3% for utilities

*LINE ITEMS IN RED ARE REQUIRED FIELDS

RIFDS software Direct To Official tab

31a- Road/Bridge Name	
A	B
32-County	188-Northwest Arctic Borough
33-Congressional District	01
34-Owner Route Number	
35-Drainage Condition	
36-Shoulder Condition	
37-Number of Railroad Crossings	
38-Railroad Crossing Type	
39-Right of Way Utility	
40-Right of Way Cost (\$1000/mi)	
52-Year of Construction Change	
45-Atlas Map Number	
46-Grade Deficiencies	
47-Sight Deficiencies	
48-Number of Curve Deficiencies	
49-Number of Stopping Restrictions	
50-Safety Study	

Latitude and Longitude

41-Begin Latitude (deg.) [decimal]	
42-End Latitude (deg.) [decimal]	
43-Begin Longitude (deg.) [decimal]	
44-End Longitude (deg.) [decimal]	

RIFDS software Remarks tab

31-Narrative	
53-BIA/DOT Remark	
54-Region Remark	
55-Field Remark	

The Effective Tribe-Level Documentation

L RTP (month/year, route's page)		
Tribal Resolution (to add routes)		
	56-Tribal Coordinator	Carl Jennings
	57-Inventory Taker	Brsitol Engineering

*LINE ITEMS IN RED ARE REQUIRED FIELDS

Surface Condition Index (SCI) Rating Worksheet for Gravel

General Information

Route and Section Nos.: R1075/S10

Route Name: Beach Access Road

Date: 3/28/24

Rater's Name: Jaclyn Hebnes

Photos taken? Yes No

Photo number(s): N/A

Items Rated	Rating
Loss of Gravel	6
Rutling	8
Corrugations	8
Grade Depression and Upheaval	8
Inclement Weather	6
Other	6
Average	7
SCI = Average x 10 =	70

Loss of Gravel - A loss of gravel from the original thickness due primarily to traffic and erosion.

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Rutling - An obvious depression in the aggregate surface or sub-grade normally found parallel to the edge of the road.

6.7 to 10.0	Depression measures less than 1-inch deep
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0 to 3.3	Depression is deep enough to prevent easy steering of a vehicle

Corrugations - Ripples are visible in the surface perpendicular to the direction of traffic

6.7 to 10.0	Ripples are visible
3.4 to 6.6	Ripples create a bumpy ride but do not require the vehicle to reduce speed
0 to 3.3	Ripples are prevalent enough to require the vehicle to reduce speed

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3.4 to 6.6	Pretty bad without 4x4 drive
0 to 3.3	Road is missing a hunk, not passable

Native Village of Kotzebue
Kotzebue, Alaska
Region/Agency: E04
Reservation: 269

Facility Narrative

Route Number: 5000
Section Number: 10
Facility Name: Boat Harbor
Length: 0.1 Miles

Action:

This Facility is being submitted for inclusion into the National Tribal Transportation Facilities Inventory (NTTFI).

Location:

This facility is located in Kotzebue Lagoon.

Service/Land Use:

This facility is a public boat harbor for boat launching and moorage.

Facility Condition:

This facility is in good condition. The parking area consists of a gravel pad.

Land Ownership and Easements:

This facility is owned and maintained by the City of Kotzebue.

ATTACHMENTS

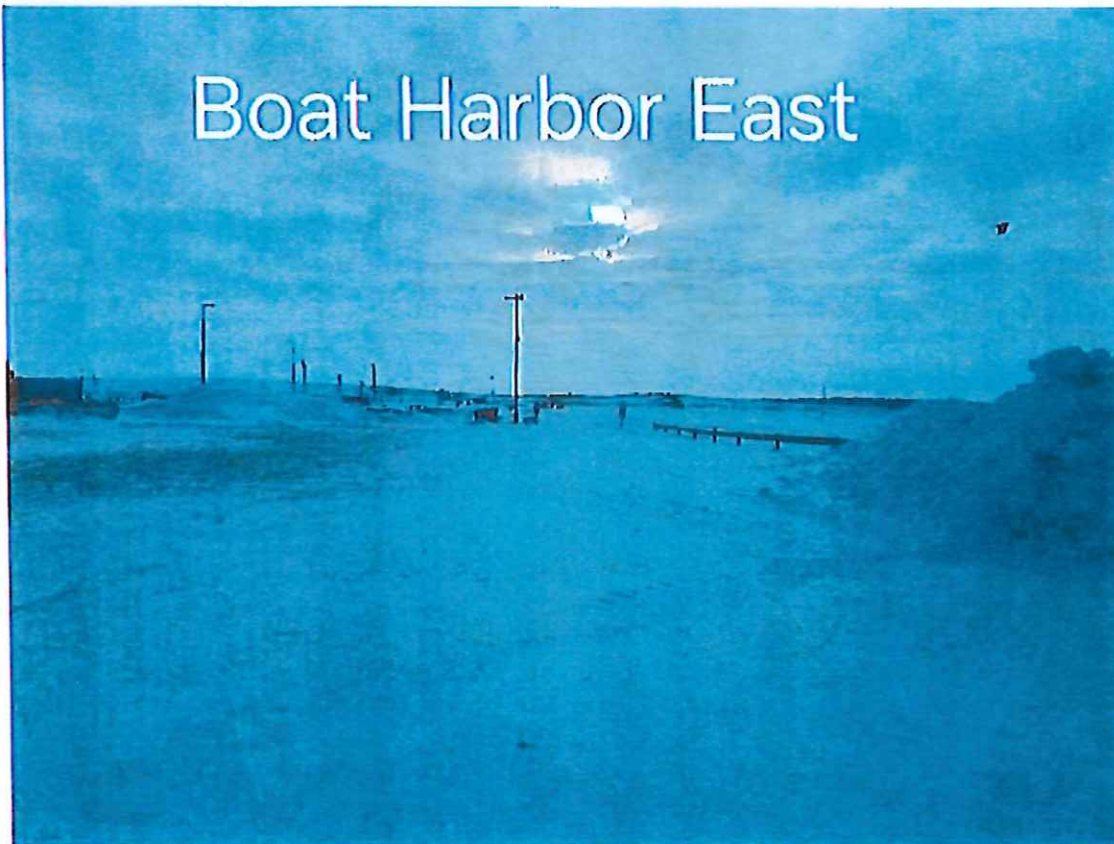
1. Representative Section Photo
2. Strip Map
3. RIFDS Form 5704
4. Memorandum of Understanding
5. ADT Verification
6. ICV Verification

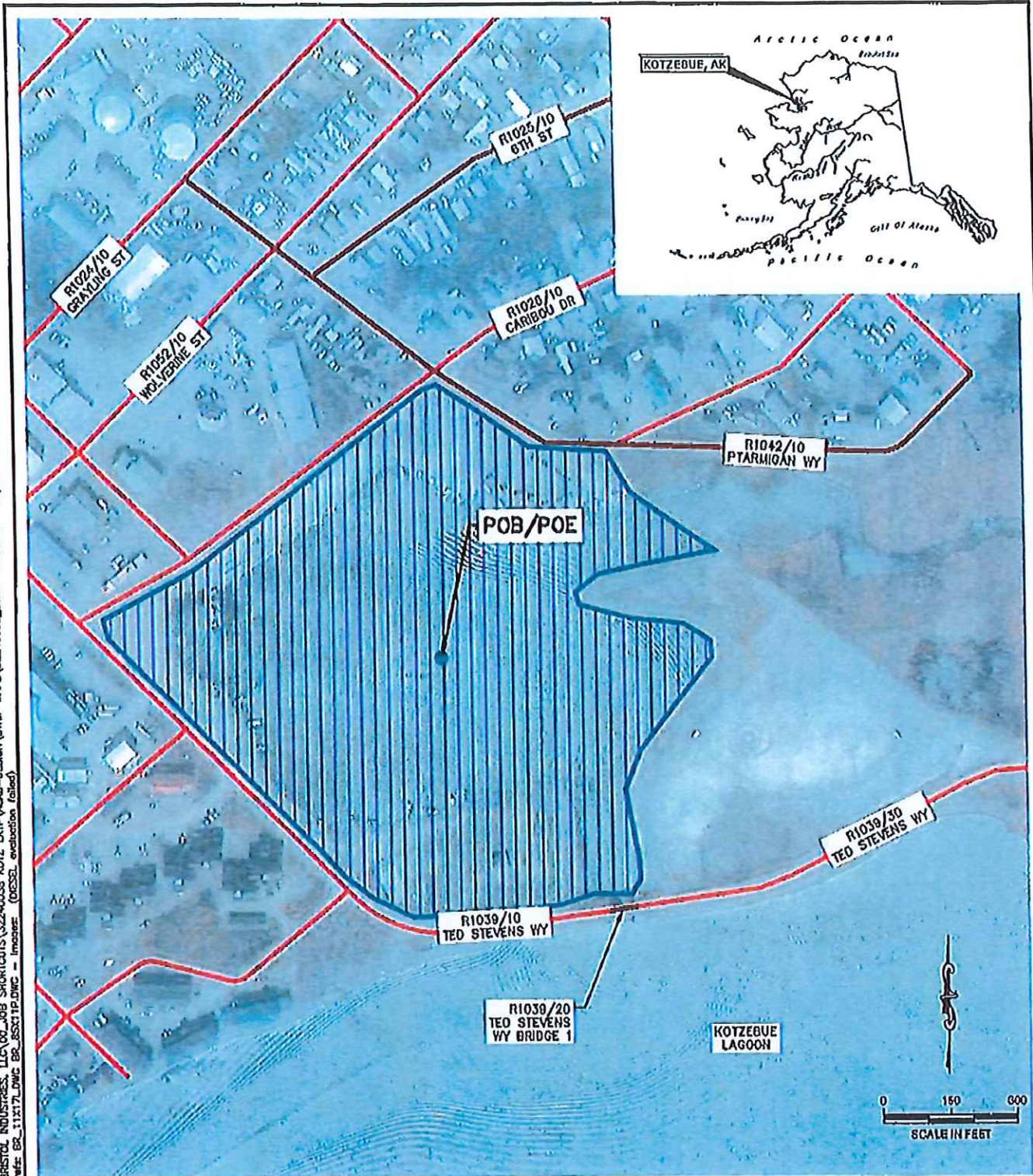
Native Village of Kotzebue
Kotzebue, Alaska
Region/Agency: E04
Reservation: 269

Facility Narrative

Route Number: 5000
Section Number: 10
Facility Name: Boat Harbor
Length: 0.1 Miles

Representative Section Photo:





Drawing: C:\USERS\JWANDER\ONE DRIVE - BRISTOL INDUSTRIES, LLC\00_009_SHORTCUTS\32240039_KOTZ_LRTF\410-DESIGN\STRIP MAPS\32240039_STRIP MAPS.DWG - Layout: R5000-10
 User: JWANDER_Apr 18, 2024 2:30pm Xref: BR_111171.DWG BR_85011P.DWG - Inserter: (DESCR, evaluation failed)

LEGEND:

- FY2024 NTTFI ADDITION
- OFFICIAL NTTFI
- ROUTE END/BEGINNING
- POB POINT OF BEGINNING
- POE POINT OF END

R1001/10
SECTION ID
ROUTE ID

NOTES:

REGION: E
 AGENCY: 04
 RESERVATION: 260
 TOWNSHIP: 17N
 RANGE: 18W
 MERIDIAN: KATEEL RIVER
 LENGTH: 0.1 MI
 ROW: N/A
 POB/POE: 66°53'40.84" N
 182°34'40.75" W

NATIVE VILLAGE OF KOTZEBUE KOTZEBUE, AK NTTFI UPDATE 2024 BOAT HARBOR - ROUTE 5000/10			
Bristol ENGINEERING SERVICES COMPANY, LLC	DATUM: NAD83 STP Z7 PROJECTION:	DATE: 04/2024 DWN: JKP SCALE: SHOWN APPRVD: JDH	SHEET 1 of 1
	PROJECT No. 32240039		

REGION: Alaska
Tribe: Native Village of Kotzebue
6-digit tribal code: E04-269

Route Number: 5000
Route Name: Boat Harbor
Section (Segment) Number: 10

RIFDS software REVIEW tab

Core

7-State	02-Alaska
8-Ownership	4-Urban
9-Federal Aid Code	1
10-Class	9-Other Trans Fac
11-Terrain	1-Flat
12-Construction Need	3-Maintenance Only

Road

13-Surface Type	3-Gravel Surface
14-Shoulder Type	2-Stabilized Shoulder
15-Length of Section (mi)	0.1
16-Surface Width (ft)	1,000
17-Shoulder Width (ft) (Enter 0 for none)	0

Traffic

21-ADT Year	
22-Existing ADT	
23-Percent Trucks	
Default ADT	

Bridge

18-Bridge Number	
19-Bridge Condition	
20-Bridge Length (ft)	

Condition

24-SCI (20 times the old PCI value)	
25-Roadbed Condition	

Maintenance

26-Level of Maintenance	
27-Snow & Ice Control	

Reviewed ROW data

28-Right of Way Status	
29-Right of Way Width (ft)	

Additional Incidental Percent*

30-Additional Incidental Percent*	
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*Up to 1% for fencing, 9% for landscaping, 9% for structural concrete, 3% for traffic signals, and 3% for utilities

51-Road Category

51-Road Category	
------------------	--

*LINE ITEMS IN RED ARE REQUIRED FIELDS

RIFDS software Direct To Official tab

31a- Road/Bridge Name	
A	
32-County	188-Northwest Arctic Borough
33-Congressional District	01
34-Owner Route Number	
35-Drainage Condition	
36-Shoulder Condition	
37-Number of Railroad Crossings	
38-Railroad Crossing Type	
39-Right of Way Utility	
40-Right of Way Cost (\$1000/mi)	
52-Year of Construction Change	
B	
45-Atlas Map Number	
46-Grade Deficiencies	
47-Sight Deficiencies	
48-Number of Curve Deficiencies	
49-Number of Stopping Restrictions	
50-Safety Study	

Latitude and Longitude

41-Begin Latitude (deg.) [decimal]	
42-End Latitude (deg.) [decimal]	
43-Begin Longitude (deg.) [decimal]	
44-End Longitude (deg.) [decimal]	

RIFDS software Remarks tab

31-Narrative	
53-BIA/DOT Remark	
54-Region Remark	
55-Field Remark	

The Effective Tribe-Level Documentation

L RTP (month/year, route's page)		
Tribal Resolution (to add routes)		
	56-Tribal Coordinator	Carl Jennings
	57-Inventory Taker	Bristol Engineering

*LINE ITEMS IN RED ARE REQUIRED FIELDS



April 19, 2024

City Council
City of Kotzebue
PO Box 46
Kotzebue, Alaska 99752

Dear Mayor Chase and Council Members:

I am writing to formally submit my name for vacant Council Seat F. I would be honored to represent the City and work with our Council to provide needed services for our community. I would commit to continue as a Council member after the term is over if appointed.

I have lived in Kotzebue thirty-eight years and have gained insight to many aspects of Municipal Government, with sixteen years as a City employee I have had the opportunity to work with many Administrations. I held the positions of Line Maintenance worker, Equipment Operator, Purchasing Agent and Public Works Director.

I will strive to ensure that the services we provide are conducted to the highest standards and meet the expectations of our residents. If appointed to Seat F, I will be dedicated to representing the City and working collaboratively with the Council to address the needs of our community.

Thank you for your consideration.

Respectfully,

Carl D Jennings
Carl D Jennings

Letter of Interest for City of Kotzebue City Council Seat "F"

Dear City of Kotzebue,

My name is Cory Jackson, I have resided in Kotzebue since 2022 with my three girls. Prior to moving back to Kotzebue, I had visited, lived and worked in Kotzebue and the surrounding villages since 2011. I am currently working for the State of Alaska at the Kotzebue Court House as the Superior Criminal Clerk. I am writing to express my strong interest in joining the City of Kotzebue Vacant Seat "F". I believe my knowledge and background of Kotzebue's needs, strength's and continued community support is an area that I would help benefit the City of Kotzebue with, if I am elected. My background is well versed in the Kotzebue Region as well as the Nome Region, as I have worked with many organizations and Tribes for the best interest of their members over the last 7 years.

Thank you



Cory Jackson
907-830-5832

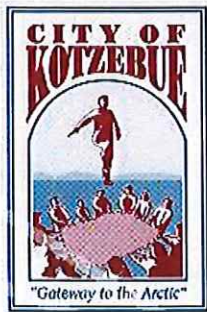
P.O. Box 46
Kotzebue, AK 99752

City Hall (907) 442-3401

Police Dept. (907) 442-3351

Fire Dept. (907) 442-3404

Public Works (907) 442-3401



Memorandum

TO: Mayor Saima Chase and Members of the City Council

FROM: The Office of the City Manager, Tessa Baldwin

DATE: May 20, 2024

Key Accomplishments and Project Updates

- City of Kotzebue City Council Trip to Washington D.C. May 6-10, 2024
- Car Crusher is ordered! Great job Russ and Chelsea for fully executing this PO.
- Water Treatment Plant Meeting with Swalling and Tetra Tech is scheduled for May 29, 2024, in Kotzebue.

Report Narrative

The City of Kotzebue City Council and myself travelled to Washington D.C. with the guidance and meeting coordination of Drue Pearce. We met successfully with many federal departments and our congressional delegation. We had great feedback on the capital project priorities and booklet. Representative Peltola’s office released her requests for the U.S. House of Representatives listing our congressionally designated spending request to the house budget. The meetings that we had are as follows:

- National Guard Meeting
- Senator Murkowski
- Senator Sullivan
- Representative Peltola
- U.S. DOT MARAD- PIDP Grant
- U.S. DOT Rural Program
- National League of Cities

Contracts and Amendments Signed

- Cape Blossom Economic Study Proposal and Execution to Start Project, May 20, 2024
- Department Director contracts have been renewed!

Current Open Grants and Funding Opportunities

- U.S. Department of Transportation, Port Infrastructure Development Program (PIDP) at **\$2,455,000.00.**
 - Sam and Gem have been working diligently to move through the NEPA process to fully execute this grant. We are hoping to have a grant execution document for the council to approve in June of 2024.
- Alaska Housing Finance Corporation Grant, **\$5,000,000.00.**
 - Grant agreement and notice of opportunity for funding is being placed in front of the council June 24, 2024 for final approval for the project funding.
- Healthy and Equitable Communities- State of Alaska Department of Health and Division of Public Health, **\$94,471.00.**
 - Quote selected and purchase moving forward.
- Village Improvement Fund- Northwest Arctic Borough Flood Mitigation and Emergency Management Project. **\$280,000.00** and Alaska Community Foundation- Typhoon Merbok Funding, **\$50,000.00**
 - COK Hazard Mitigation project has been moving forward and is going into draft format this summer.
- Village Economic Investment Funding, NANA Regional Corporation, Cape Blossom Road Project, **\$139,480.00**
 - Will be used for Cape Blossom local match for PIDP.
- Village Economic Investment Funding, NANA Regional Corporation, Cudd Hall Renovations, **\$56,289.00.**
 - Met with Brad Reeves who has submitted quotes for needed equipment. Public Works ordered the needed items and they are currently in storage awaiting the help of Mr, Reeves on this matter.
- Designated Legislative Spending, State of Alaska Legislature, **\$500,000.00.**
 - To be used for supporting Cape Blossom Local Committee in the development of a plan for the port. The economic study of \$75,000.00 will be charged to this account. The 2nd Cape Blossom Regional Committee will be scheduled for August of 2024.

- Denali Commission, Washeteria and Local Shower Facility, **\$1,250,000.00**
 - A task order was signed for DOWL Engineering to complete the design of the washeteria. The washeteria building was placed on its new location recently.
- Village Improvement Fund, NWAB, Car Crusher, **\$275,000.00**
 - The car crusher was ordered!! Thank you Russ, Chelsea and team for moving forward with this project.
- Village Economic Investment, NANA Regional Corporation, Landfill Upgrades, and Infrastructure Project, **\$782,500.00**
 - This project is moving forward quickly KEA is supposed to be placing electricity at the landfill soon. Russ is collecting quotes for the upgrade on the baler building.
- United States Department of Agriculture, Rural Development, Emergency Community Water Assistance Grant, **\$139,000.00**
 - This has been submitted but not yet awarded. We are working on a second grant through ECWAG for the current Swan Lake Loop Failure at \$150,000.00

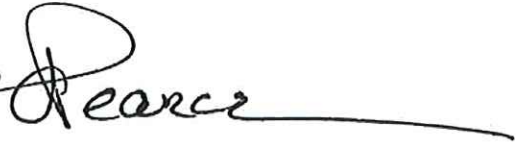
Public Notices Posted and Upcoming City Events/ Meetings

- Public Notice, Local Beverage Control Board Meeting on April 30, 2024. Posted on April 25, 2024.
- Public Notice, City Council Scheduled Next Regular City Council Meeting, May 2, 2024. Posted on April 25, 2024.
- Public Service Announcement, Reminder to residents on the proper dumping of waste and honey bucket waste. Posted on April 25, 2024.
- Public Service Announcement, Scholarship Deadline set by committee on May 17, 2024, posted on April 29, 2024.
- Public Notice, Parks and Recreation Advisory Committee to be held on May 7, 2024, posted on May 1, 2024.
- Public Notice, North Tent City Permits, Posted on May 1, 2024.
- Public Notice, Planning Commission Meeting on May 9, 2024. Posted on May 2, 2024.
- Public Notice, City of Kotzebue City Council soliciting letters of interest for vacant seats. Posted for second time on May 6, 2024.
- Public Notice, Reminder for Tideland Permits Submission to fisheries, second notice. Posted on May 7, 2024.

- Public Notice, North Tent City Permits, Delayed opening due to snow. Posted May 10, 2024.
- Public Notice, 4th posting on State Individual Assistance Program deadline on May 27, 2024. Posted May 15, 2024.
- Public Notice for the Rescheduling of the City Council Meeting on May 24, 2024, at 5:15PM. Posted May 16, 2024.

Memo to: Mayor Saima Chase and Kotzebue City Council
City Manager Tessa Baldwin

From: Drue Pearce, Holland & Hart LLP



May 21, 2024

RE: May 2024 DC Report

First and foremost, my sincere thanks to the Mayor, the Vice-Mayor, Councilman Norton, and Tessa for making the trip to DC, being flexible as schedules were fluid (as usual) and being such strong advocates for the city and their constituents. It was a great trip! I am convinced that the visit to Rep. Peltola just before her CDS requests were due to House Appropriations helped seal the deal to get the Emergency Shelter/Command Center Multi-purpose building on her list AT THE FULL AMOUNT! You will remember that she did not have a City of Kotzebue project on her list last year.

I know that Tessa is writing a trip report, so I will not duplicate. I can respond to questions at the meeting Friday night, although I probably will not stay on the line after 10:15 PM. If you have questions, feel free to email me directly at DPearce@hollandhart.com.

Congress finally passed and the President signed the FAA reauthorization into law May 16. The reauthorization is through 2028. While the can got kicked many times, the House and Senate worked in a bipartisan and bi-Body manner in the final days. All three of the Delegation deservedly took credit for the Alaska specific sections; Senator Sullivan was able to insert them in the Senate Aviation Safety, Operations, and Innovation Subcommittee.

Here are the projects he highlighted in his press release:

Essential Air Service:

1. The bill strengthens the Essential Air Service (EAS) program and triples its funding to ensure small and rural communities remain connected to the national airspace system. The EAS program benefits approximately 60 communities in Alaska.

Alaska Aviation Safety Initiative

1. The bill continues the FAA Alaska Aviation Safety Initiative (FAASI), an effort by the FAA to identify safety improvements and investments needed for the Alaska region. The bill authorizes as much as \$25 million annually from FY 2025 through 2028 to carry out the initiative, which would be redesignated as the "Don Young Alaska Aviation Safety Initiative." The initiative would aim to reduce the rate of fatal aircraft accidents by 90% through 2033. The legislation also requires an accompanying audit by the U.S.

Government Accountability Office (GAO) to determine the effectiveness of the initiative in improving service and infrastructure in Alaska. The FAASI is an FAA effort to respond to the issues raised in the October 2020 Alaska Aviation Safety Summit and the February 2020 National Transportation Safety Board (NTSB) report calling for the FAA to take a more comprehensive approach to improving aviation safety in Alaska.

Critical Infrastructure Improvements:

1. The bill ensures federal funding is able to be used to maintain critical **runway length** for runway resurfacing, rehabilitation or reconstruction projects to provide for critical community needs, such as projects in rural communities and villages off the road system, or economic development projects to expand a runway to meet new demands.
1. Building upon Sen. Sullivan’s provisions in the 2018 reauthorization that are leading to **additional ground-based ADS-B transmitters**, the legislation accelerates the deployment of ground-based equipment by removing administrative barriers associated with cost benefit analyses.
2. The bill provides for the safe development and deployment of **Visual Weather Observation Systems**, a new technology to provide weather information to pilots, and allows for its use in concert with Instrument Flight Rules.
3. The bill improves the runway lighting at Juneau International Airport.
4. Sen. Sullivan worked with Sen. Ed Markey (D-Mass.) to direct the Secretary of Transportation to provide discretionary grants to airports for the planning, design, and construction of projects that improve their resilience and ensure airports are ready to respond to changing conditions, extreme weather events, and natural disasters. The program will provide for additional funding opportunities to address costs associated with airport infrastructure damage due to permafrost thaw.

Alaska Airspace Improvements:

1. The bill requires systematic improvements to the **upgrade and maintenance of weather observing systems** owned by the FAA that experience frequent service outages, disrupting aviation operations throughout our state. The bill also provides for the development of a publicly available dashboard on the real-time status of the systems.
2. The bill requires the FAA to allow updated equipment to **continue to utilize certain low-level Instrument Flight Rules (IFR) routes—R-Routes**, facilitating safer and more reliable travels below heavy icing conditions that can develop throughout Southeast Alaska.
3. Building on Sen. Sullivan’s efforts in the 2018 reauthorization, the bill provides further clarity to the FAA to **increase the utilization of IFR approaches** for on-demand or commuter operation (Part 135) flights to destinations using IFR for destinations that have a published IFR approach but lack a Meteorological Aerodrome Report (METAR weather report) if a current area forecast, supplemented by non-certified local weather observations (such as weather cameras and human observations) is available, and an alternate airport that has a weather report is specified.

Aviation Fuel:

4. The bill includes an **8-year moratorium on aviation fuel regulations for Alaska** from the FAA or the Environmental Protection Agency (EPA) that would limit access to standard aviation gasoline in Alaska. The legislation also requires a study on supply chain challenges and costs associated with a transition to other fuel in Alaska, including recommendations on funding sources to offset potential costs.
5. To help provide **certainty for the availability of standard aviation gasoline through the transition**, the bill helps ensure that standard aviation gasoline will remain available until the FAA approves an industry-standard replacement fuel, or until 2030. The bill also provides airports flexibility to use federal funds on any potential storage equipment needs to assist with the transition to another fuel.

Unmanned Aircraft Systems (UAS):

5. The bill reauthorizes the FAA’s drone test ranges through 2028, which will ensure the continued success of the Alaska Center for Unmanned Aircraft Systems Integration at the University of Alaska, Fairbanks (UAF).
6. The bill ensures that large unmanned aircraft are able to be utilized in research areas established in the Arctic.

7. The bill provides a role for the test ranges to be used in FAA testing of counter-UAS technology.

Federal Funding Coordination and Flexibility:

1. The bill directs the FAA to consult with the Governor of Alaska to identify **reasonable exceptions to the Airport Improvement Program (AIP) Handbook** to meet unique regional circumstances and advance the safety needs of airports in Alaska. The AIP Handbook sets policies and procedures that determine eligibility for projects to receive federal funds.

Remote Airport Access Roads:

2. The bill contains a provision to allow greater local use of airport access roads located off the contiguous road system in Alaska. Currently, Airport Improvement Program funds prohibit adjacent property owners from using airport roads to access their land, including adjacent Alaska Native land allotments. The language provides incidental access to public or private property via airport access roads in Alaska for property that is adjacent to the road and is not otherwise connected to a public road.

Contract Weather Observer Program:

3. The bill preserves the Contract Weather Observer Program to ensure the continued availability of the existing human observers. In communities that experience severe weather, having a dedicated, on-site meteorological professional to record and interpret weather data is incredibly important for pilots and air carriers.

Aviation Workforce:

4. The bill **expands and increases funding for the FAA’s Aviation Workforce Development Grant Program** to grow the aviation workforce pipeline and support the education and recruitment of pilots, maintenance technicians, and aircraft manufacturing technical workers.
5. The bill **streamlines the transition of retiring military service members to civil aviation maintenance careers** and increases the FAA’s outreach and engagement on pathways to attain civilian mechanic certifications.
6. To address the shortage of **air traffic controllers**, the bill requires the FAA to revise and implement improved staffing standards to **close ongoing staffing gaps**.

Here are the projects that Senator Murkowski inserted at the Appropriations Committee:

Highlights for Alaska

- Senator Murkowski used her position as a senior member of the Appropriations Committee to dedicate resources to the FAA Alaska Safety Initiative (FAASI), which provided a holistic review of the necessary aviation safety needs in Alaska. This effort is reflected in the bill’s establishment of the Don Young Alaska Aviation Safety Initiative, a program to address Alaskan airspace safety priorities that:
 - - Sets a goal to reduce the rate of fatal aircraft accidents by 90 percent from 2019-2033 and eliminating fatal accidents of commercial aircraft in Alaska, Hawaii, and the territories of the United States by 2033.

- - Authorizes \$25 million annually for the duration of the bill to ensure the program has the resources to achieve their mandate.
- - Requires the FAA Administrator to adopt [NTSB Report](#) recommendations for Alaska.
- - Designates the FAA Alaska Regional Administrator as the head of the initiative providing the region the authority and leadership to address Alaska's needs.
- - Sets 2030 deadlines for the installation of certified weather technology (AWOS/VWOS).
- - Holds the FAA Administrator responsible for the reliability of certified weather systems in Alaska, and requires within two years a "weather system reliability and restoration plan for Alaska" to include telecommunications connection reliability and the available maintenance parts and staff.
- - Creates a process and requirement to deploy additional weather cameras, while requiring consultation with government and airspace users for deployment location.
- - Requires the FAA to ensure ADS-B aircraft tracking technology is available across Alaska above 5,000 feet by 2030.

The FAA reauthorization bill also:

- Provides a special exception for Alaska to ensure aviation fuel ("avgas") is available until 2032, forbidding the FAA or EPA from regulating this essential fuel source for Alaskan pilots.
- Protects and authorizes funds to maintain full Essential Air Service operations for Alaska, so that communities not connected by road will have access to air transportation.
- Ensures projects essential to Alaska receive Airport Improvement Program (AIP) funding, including for runway resurfacing, runway lengthening, construction access for rural airports, snow removal equipment, fuel deliveries, and firefighting response.
- Establishes a five-year, \$350 million grant program to reimburse airports to replace firefighting equipment that utilizes PFAS, while also funding the disposal of PFAS chemicals.

- The legislation also paves the way for Alaska to lead on unmanned aircraft system (UAS) testing, by building on the University of Alaska Fairbanks' (UAF) Alaska Center for Unmanned Aircraft Systems Integration (ACUASI). The bill also reauthorizes the UAS test site program, expands ACUASI's ability to build new UAS aircraft technologies, and expands the allowable UAS aircraft size for Arctic operations.

National Highlights

- Provides measures so that Air Traffic Controllers are staffed at reliable levels. Additionally, requires the FAA to develop a plan to expand its capacity to train air traffic controllers.
- Requires the FAA to set up "Runway Safety Council" to examine close calls and near misses, while evaluating technologies and methods to improve aircraft safety on and around airports.
- For flights that experience major delays longer than three hours, airlines are now required to issue a refund to passengers that choose not to fly on the flight or accept other compensation.
- Directs the FAA to require air carriers to allow families with children under the age of 14 the ability to sit together at no extra cost beyond the price of the ticket.

And Rep Peltola used her position on the House Transportation and Infrastructure Committee to push for her priorities:

"Only 14% of Alaskan communities are accessible by road – we fly *a lot*. As Vice Ranking Member of the House Transportation Committee's Aviation Subcommittee, and someone who has flown across Alaska my whole life, I know how important this legislation really is," said Rep. Peltola. "Alaska skies are some of the most dangerous in the country; as the Representative for all Alaska, I worked to get Alaska-specific solutions into this legislation."

The bill:

- Includes the Don Young Alaska Aviation Safety Initiative, a set of Alaska-specific solutions for weather reporting and airspace monitoring that plans to reduce fatal aircraft accidents by 90% by 2033.
- Maintains full Essential Air Service operations for Alaska, so all communities in Alaska will have reliable access to transportation.
- Ensures an Alaska-specific exemption from regulatory changes to aviation fuel ("avgas") by the FAA or EPA until 2032.
- Creates Airport Improvement Program flexibilities for Alaska airports for the development of runways, taxiways, or other construction.

I also want to share a paper written by my friend and former colleague at the Institute of the North, Captain Lawson Brigham, US Coast Guard (Retired) regarding the Bering Strait. I think you will be interested in his thoughts.

New Challenges for the Bering Strait

The Bering Strait is a narrow, international strait that separates Chukotka in Russia's Far East from Alaska, the only chokepoint between North America and the Arctic Ocean. It is a shallow waterway on the continental shelf with water depths averaging 100 to 160 feet and is seasonally ice-covered with an open water navigation season from May–June to October–November.

One of the most environmentally sensitive and biologically productive marine regions of the world, indigenous coastal communities ring both sides of the strait. Hunting and fishing have been the cornerstone of their culture and existence for millennia. The region is an international flyway for migrating birds, a major waterway for migrating marine mammals, and a valuable regional marine fishery. The complexity of marine resource management includes mitigation efforts to reduce the effects of vessel accidents, discharges, spills, ship noise, and ship strikes on marine mammals.



At 44 nautical miles wide, the Bering Strait is the only maritime corridor and chokepoint between North America and Asia with access to the Arctic Ocean. NASA Ship traffic through the Bering Strait is increasing primarily because of more commercial ship transits on Russia's Northern Sea Route and small increases in summer voyages along Canada's Northwest Passage. The Marine Exchange of Alaska (MXAK), a public-private-partnership in Juneau, monitors Automatic Identification System (AIS) ship signals using a network of land-based receivers around the Alaskan coast. MXAK data for 2020–23 indicates an annual average of 576 large vessels transiting the Bering Strait; the highest annual ship count is 681, as of 2023. These recent traffic levels contrast with an annual average of 338 AIS-tracked ships during the previous decade (2010–19). While the yearly numbers might seem

large, the daily number of ships transiting the strait is three to eight vessels during the ice-free navigation season.

Traffic along the Russian coast of the strait is dominated by tankers, bulk carriers, and liquefied natural gas (LNG) carriers moving cargoes south. Icebreaking LNG carriers have been transiting in recent winters, and Russia hopes to expand this into a year-round operation. Along the western coast of Alaska, most of the vessels are tugs and barges in summer supplying coastal communities and hydrocarbon developments on Alaska's North Slope. In addition, the coastal community Kivalina services the export of zinc ore from the region's Red Dog Mine. Each summer, approximately 25 large bulk carriers transit the strait and anchor off Kivalina, where barges lighten the ore, which is then shipped to smelters around the Pacific.

The International Maritime Organization (IMO) has been developing new governance measures to enhance marine safety and environmental protections that apply to the Bering Strait region. In July 2018, the IMO Code for Ships Operating in Polar Waters (the Polar Code) came fully into force with specific regulations for ship safety, environmental rules, and mariner training and experience. Sixty degrees north is the Polar Code boundary in the Bering Sea, meaning all commercial ships on international voyages through the Bering Strait must adhere to the code's standards. In 2018, the IMO approved a U.S.-Russia plan for voluntary (two-way) shipping lanes for the strait.

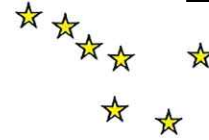
Future challenges in the Bering Strait region will be driven by climate change and the continued retreat of Arctic Sea ice, which will provide greater marine access and longer seasons of navigation for commercial ships as well as naval and coast guard vessels. Icebreaking commercial ships, such as the LNG carriers sailing from western Siberia, will likely attain reliable, year-round navigation through the strait. Increased marine traffic will necessitate enhanced monitoring and surveillance, as will the implementation and enforcement of the Polar Code by Russia, the United States, and all flag states with ships operating in these polar waters. Russia and the United States will continue to share responsibility for regional marine management and safety, while also likely increasing the frequency of naval exercises and law enforcement operations with allies and partners.

Once again, my sincere thanks go to the Kotzebue Delegation AND TO those at home who set up the trip and managed City affairs during their absence.



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May 16, 2024

Alaska Legislative Update: End of Session Report

The Alaska Legislature adjourned sine die last evening, but not without fireworks. The constitutional deadline for adjournment is on day 121, or midnight on May 15th. Several pieces of legislation were passed in the 30 minutes after midnight and democrats attempted to keep session rolling so they could pass an election reform bill, but they were eventually thwarted at 1:30 am.

The past week has been marked by marathon sessions, both in committee and on the House and Senate floors. While few bills were passed in the previous three and 1/2 months, the floodgates opened and a whole host of bills were approved in the final seven days. To make it even more confusing and complicated, numerous bills were combined, stuffing two, three or even four bills under one title. In the end, 75 bills were passed and most legislators felt the session was a success. (The 75 number is a bit misleading, however, as we have said several bills contain numerous other bills.)

Below is a recap of some of the more noteworthy legislative accomplishments:

Education: Correspondence Programs and Allotments ([HB-400](#)) – The provisions of HB 400 were combined into [HB 202](#): “An Act relating to the availability and administration of opioid overdose drugs in public schools.” The bill allows the Board of Education to develop interim regulations to continue funding for correspondence students until all judicial appeals have been exhausted and a permanent solution adopted. The bill was necessary as a Superior Court ruling the allotment program for correspondence and home schools unconstitutional.

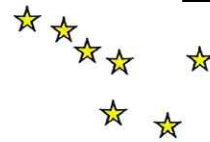
Education Funding – The Legislature has included temporary solutions to the problems with needed long-term funding increases for Alaska’s schools. The operating budget includes the equivalent of a \$680 BSA increase as one-time funds – and also includes one-time increases to pupil transportation (\$7.3 million), K-3 reading support (\$5.2 million) and Career and Technical Education. The capital budget also includes about \$62M for major maintenance projects, clearing 26 projects from the list. Gov. Dunleavy has indicated his support for the \$680 one-time funding, so we do not anticipate him vetoing any of that amount.

Energy: Transmission – [HB-307](#), introduced by the Governor, passed on the final night. The bill is intended to reduce the cost of transmitting energy across power lines owned by different entities, and thereby reduce the cost of power to customers on the railbelt.

Carbon Sequestration: [HB 50](#) - The Governor’s carbon sequestration bill creates a new opportunity for the state to earn revenue by storing carbon dioxide in depleted underground oil and gas basins. It also has provisions for the RCA regulated gas storage in Cook Inlet, AIDEA reserve-based lending for gas producers, and geothermal leasing.

Energy Production Incentives – [HB-223](#), a bill to provide royalty relief for new oil and gas production in southcentral Alaska, died in Senate Finance and will be reviewed again next year.

Healthcare: [HB 344](#): This bill combined three separate pieces of legislation: authorizing the Department of Health to apply for an 1115 waiver for Medicaid demonstration projects; allows



school districts to apply for and be reimbursed by Medicaid for services provided to students (formerly [SB 240](#)); and expanded SNAP eligibility to 200% of the federal poverty level. [HB 226](#), a bill to protect pharmacies and restrict pharmacy benefit managers (PBMs), passed in the final days.

Other healthcare bills that passed include one that requires insurance companies to completely cover contraceptives for a year ([HB-17](#)), temporary permits for lapsed nursing licenses ([HB-237](#)), and the creation of a psychedelics task force to evaluate rescheduling psychedelics for treatment of behavioral health ([HB-228](#)) have all passed.

Fisheries: A bill which would allow **stocking** of private fish ponds from fish purchased by a private person ([HB-295](#)) passed on the last day. The bill has been pitched as a benefit for anglers and private property owners and a win for entities who may wish to stock lakes in an area to promote food security.

Commercial Fishing: In response to a crash in the commercial fishing sector the legislature passed [SCR-10](#), a bill creating the **Joint Legislative Task Force Evaluating Alaska's Seafood Industry**. The task force is charged with developing a long-term vision for the state seafood industry as a critical element of the state's economic future.

[HB 273](#), a bill which created favorable terms for the **Commercial Fisheries Revolving Loan Fund**, also passed last evening. The Senate also rolled a bill creating a greenbank for renewable energy projects under the Alaska Housing Finance Corp and authorization for AHFC to issue or purchase mortgage loans for single family homes to Alaskans who cannot qualify for low interest mortgage programs offered by other government agencies into HB 273.

Omnibus Crime Bill: [HB 66](#) - Omnibus crime legislation containing Governor Dunleavy's plan to crack down on fentanyl dealers. Prosecutors will now be able to charge a person with second degree murder who sells or manufactures fentanyl or methamphetamine if a person dies as a direct result of taking those or other controlled substances. The legislation also strengthens the crime of stalking in the first degree, and sex offender registration requirements. It allows multidisciplinary child protection teams to investigate instances of sexual contact between young children. It also amends Criminal Rule 6 to allow witnesses to summarize testimony of other witnesses at grand jury.

Underage Servers/Workers: A bill designed to provide relief to a labor shortage, [HB 189](#) allows 18-, 19- and 20-year-old individuals to work in businesses that sell or distribute alcohol. It also allows them to serve alcohol in certain circumstances. This also passed on the last night of session and was pushed by the hospitality, tourism and alcohol distributor industries.

Elections/AI: Several proposals to reform elections in Alaska and address the use of artificial intelligence were proposed during the session, but in the end none of those bills were passed.

Permanent Fund Dividends (PFDs): The final operating budget adopted a PFD of \$1,355 and an energy relief payment of \$295, for a total payment of \$1,650 to each Alaskan which will be



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paid out this coming October. Interestingly, the PFD is taxable by the federal government, but the energy relief is not.

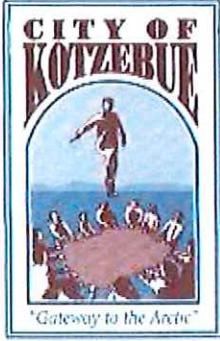
Filing Deadline: We anticipate some shakeup with the upcoming June 1st filing deadline for legislative office. Some members like Representatives Laddie Shaw and Jenny Armstrong have already announced that they are not running for reelection and we expect there will be several others.

The only statewide office that is up for election this fall is the US House of Representative seat for Alaska, currently held by Rep. Mary Peltola. She is being challenged by Lt. Gov. Nancy Dahlstrom and her opponent from the last election, Nick Begich.

That's about all for now. If you have any questions or concerns, don't hesitate to contact either Ben or me.

We won't issue another report until filing deadline. Have a great weekend!

Eldon Mulder & Ben Mohr



Finance Director's Monthly Report

To: Teressa Baldwin, City Manager
CC: Rosie Hensley, City Clerk
From: Donna McConnell, Controller
Date: May 20, 2024
Re: April 2024 Financial Statements

Good afternoon City Council Members,

The annual audit will be held in July towards the end of the month.

We are looking to hire 2 positions. 1-Administrative Assistant for the front desk & 1-Accounts Receivable Clerk. We in finance are extremely short handed.

If you have any questions feel free to contact me.

Thank you,
Donna McConnell
907-442-3401 ex 1232

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Kotzebue City
 Revenues with Comparison to Budget
 For the 4 Months Ending April 30, 2024

GENERAL FUND

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
GENERAL REVENUE					
100-00-43100 Sales Tax	368,279.12	1,446,145.20	3,837,500.00	2,391,354.80	37.7
100-00-43105 Sale Tax-Bingo/Pull Tabs	21,644.64	93,139.81	280,000.00	186,860.19	33.3
100-00-43110 Sales Tax - MUS	8,518.89	32,345.70	96,000.00	63,654.30	33.7
100-00-43111 Bed Tax	13,405.96	37,391.77	110,000.00	72,608.23	34.0
100-00-43115 Alcohol Use Tax	.00	.00	500.00	500.00	.0
100-00-43116 Liquor Store Use Tax	14,741.32	54,918.17	180,000.00	125,081.83	30.5
100-00-43117 Tobacco - Excise Tax	19,580.37	85,827.68	330,000.00	244,172.32	26.0
100-00-43120 Penalties/Interest	3,606.25	13,900.29	10,000.00	(3,900.29)	139.0
100-00-43125 Municipal Court Fines	990.00	2,840.00	3,000.00	160.00	94.7
100-00-43126 Court Fees for Summons	300.00	505.00	750.00	245.00	67.3
100-00-43130 Interest	2,377.71	12,077.33	10,000.00	(2,077.33)	120.8
100-00-43200 State Revenue Sharing	.00	.00	140,180.00	140,180.00	.0
100-00-43207 State of AK PERS Relief	.00	.00	317,342.00	317,342.00	.0
100-00-43305 Equipment Rental	.00	.00	500.00	500.00	.0
100-00-43315 DOC Jail Contract	.00	294,477.08	1,182,050.00	887,572.92	24.9
100-00-43320 Emerg. Mgmt. Assistance	.00	97,961.23	.00	(97,961.23)	.0
100-00-43330 Rentals/Lease	2,000.00	15,793.22	25,000.00	9,206.78	63.2
100-00-43331 Land Lease	.00	.00	500.00	500.00	.0
100-00-43335 Xerox Copy	1.08	7.41	75.00	67.59	9.9
100-00-43345 Maps	.00	100.00	180.00	80.00	55.6
100-00-43400 Alarms Monitoring	.00	.00	200.00	200.00	.0
100-00-43415 Animal Control Fees	5.00	185.00	2,000.00	1,815.00	9.3
100-00-43425 Building Permits	220.00	230.00	3,000.00	2,770.00	7.7
100-00-43426 Community Activities	.00	.00	4,000.00	4,000.00	.0
100-00-43427 Notary Services	16.05	61.85	200.00	138.15	30.9
100-00-43435 Miscellaneous Permits	50.00	5,480.00	15,000.00	9,520.00	36.5
100-00-43505 Cash Over/Short-G.F.	.00	.00	50.00	50.00	.0
100-00-43520 Miscellaneous Income	2,415.00	102,949.51	15,000.00	(87,949.51)	686.3
100-00-43522 Gen Fund Admin Overhead	.00	137,500.00	550,000.00	412,500.00	25.0
100-00-43523 Electric & Telephone Coop	.00	.00	90,621.00	90,621.00	.0
100-00-43524 OTZ Native Village-Roads	.00	.00	50,000.00	50,000.00	.0
100-00-43525 NSF Check Fee	.00	.00	1,000.00	1,000.00	.0
100-00-43530 Donations	.00	850.00	2,500.00	1,650.00	34.0
100-00-43534 911 Billing Surcharge	9,240.12	36,857.58	105,000.00	68,142.42	35.1
100-00-43535 Ambulance 3rd Party	20,081.03	115,029.65	275,000.00	159,970.35	41.8
100-00-43536 Manillaq Ambulance	.00	265,000.00	580,000.00	315,000.00	45.7
100-00-43606 Memberships	127.00	127.00	.00	(127.00)	.0
100-00-43610 Food	.00	.00	2,000.00	2,000.00	.0
100-00-43615 Building Rental	2,478.22	7,404.66	4,000.00	(3,404.66)	185.1
100-00-43616 Special Events / Misc.	.00	.00	5,200.00	5,200.00	.0
100-00-43800 Operating Tranfers In	.00	.00	1,778,344.00	1,778,344.00	.0
Total GENERAL REVENUE	490,077.76	2,859,105.14	10,006,692.00	7,147,586.86	28.6
Total Fund Revenue	490,077.76	2,859,105.14	10,006,692.00	7,147,586.86	28.6

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Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

GENERAL FUND

		Period Actual	YTD Actual	Budget	Unexpended	Pcnt
<u>ADMINISTRATION DEPT.</u>						
100-10-54125	Salaries & Wages	42,775.23	222,038.53	797,674.00	575,635.47	27.8
100-10-54130	Overtime Salaries	.00	.00	1,500.00	1,500.00	.0
100-10-54140	Employee Benefits	13,955.46	80,368.79	303,117.00	222,748.21	26.5
100-10-54210	Electricity	704.49	2,941.23	8,500.00	5,558.77	34.6
100-10-54215	Heating Fuel	1,107.70	4,842.48	12,675.00	7,832.52	38.2
100-10-54220	Building Maintenance	.00	144.97	3,500.00	3,355.03	4.1
100-10-54306	Meals & Entertainment	.00	61.40	500.00	438.60	12.3
100-10-54312	Books & Publications	.00	.00	200.00	200.00	.0
100-10-54315	Office Supplies & Equip.	291.80	5,976.18	16,478.50	10,502.32	36.3
100-10-54325	Office Leased Equipment	.00	9,495.67	30,000.00	20,504.33	31.7
100-10-54400	Service Charges	514.71	2,332.93	24,500.00	22,167.07	9.5
100-10-54407	Employee Morale & Health	.00	147.52	500.00	352.48	29.5
100-10-54410	Telephone/Fax	2,127.80	9,216.43	30,000.00	20,783.57	30.7
100-10-54415	Travel/Lodging	2,435.20	15,831.02	25,000.00	9,168.98	63.3
100-10-54425	Training	.00	.00	10,000.00	10,000.00	.0
100-10-54430	Dues & Membership	763.00	912.00	.00	(912.00)	.0
100-10-54434	Ambulance 3rd Party Fees	.00	4,279.02	25,000.00	20,720.98	17.1
100-10-54435	Postage	2,600.87	3,522.09	4,521.50	999.41	77.9
100-10-54436	Professional Services	6,411.76	33,575.40	100,000.00	66,424.60	33.6
100-10-54437	Audit Consulting	46,205.00	60,255.17	270,000.00	209,744.83	22.3
100-10-54438	Legal	28,290.85	73,442.76	157,000.00	83,557.24	46.8
100-10-54439	Insurance	6,041.62	9,166.48	14,000.00	4,833.52	65.5
100-10-54440	Advertising	.00	.00	1,500.00	1,500.00	.0
100-10-54441	Lobbying	4,000.00	18,538.82	60,000.00	41,461.18	30.9
100-10-54505	Unleaded Gas	294.97	1,416.86	2,700.00	1,283.14	52.5
100-10-54526	Light Vehicle R & M	.00	.00	2,000.00	2,000.00	.0
100-10-54620	Maintenance/Support Agrmt	1,793.00	12,136.60	75,000.00	62,863.40	16.2
100-10-54625	Computer & DP Equipment	.00	1,520.93	3,000.00	1,479.07	50.7
100-10-54901	Miscellaneous	.00	.00	900.00	900.00	.0
Total ADMINISTRATION DEPT.		160,313.46	572,163.28	1,979,766.00	1,407,602.72	28.9
<u>CITY CLERK</u>						
100-20-54110	Council Honorarium	1,800.00	8,100.00	31,000.00	22,900.00	26.1
100-20-54125	Salaries & Wages	6,131.35	26,735.95	80,100.00	53,364.05	33.4
100-20-54130	Overtime	.00	.00	1,000.00	1,000.00	.0
100-20-54140	Employee Benefits	2,703.80	12,336.67	30,400.00	18,063.33	40.6
100-20-54170	Election Expense	.00	.00	2,000.00	2,000.00	.0
100-20-54312	Books & Publications	.00	.00	500.00	500.00	.0
100-20-54315	Office Supplies	370.05	1,985.34	750.00	(1,235.34)	264.7
100-20-54325	Office Leased Equipment	.00	.00	3,000.00	3,000.00	.0
100-20-54410	Telephone	178.62	714.75	2,500.00	1,785.25	28.6
100-20-54415	Travel/Lodging	2,255.59	16,338.50	42,000.00	25,661.50	38.9
100-20-54425	Training	.00	350.00	2,000.00	1,650.00	17.5
100-20-54430	Dues & Memberships	470.50	2,472.63	4,750.00	2,277.37	52.1
100-20-54435	Postage	.00	.00	75.00	75.00	.0
100-20-54439	Insurance	218.74	874.96	3,000.00	2,125.04	29.2
100-20-54440	Advertising (RFB & RFP)	.00	.00	1,500.00	1,500.00	.0
100-20-54500	Council Amenities	.00	.00	500.00	500.00	.0
100-20-54620	Maintenance/Support Agrmt	.00	.00	1,000.00	1,000.00	.0
Total CITY CLERK		14,128.65	69,908.80	206,075.00	136,166.20	33.9

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Section XI, Item J.

Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

GENERAL FUND

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
<u>CAPITAL PROJ/PLANNING</u>					
100-50-54110	Planning Comm Stipend	375.00	1,125.00	6,300.00	5,175.00 17.9
100-50-54125	Salaries & Wages	19,379.30	52,129.51	180,000.00	127,870.49 29.0
100-50-54130	Overtime	.00	.00	500.00	500.00 .0
100-50-54140	Employee Benefits	6,546.98	18,487.35	34,200.00	15,712.65 54.1
100-50-54315	Office Supplies	.00	1,480.35	1,500.00	19.65 98.7
100-50-54325	Office Leased Equipment	.00	.00	2,000.00	2,000.00 .0
100-50-54410	Telephone	16.08	64.47	500.00	435.53 12.9
100-50-54415	Travel/Lodging	.00	978.46	2,000.00	1,021.54 48.9
100-50-54425	Training	.00	.00	2,500.00	2,500.00 .0
100-50-54436	Professional Services	1,640.00	52,876.25	335,000.00	282,123.75 15.8
100-50-54439	Insurance	208.32	833.28	2,800.00	1,966.72 29.8
100-50-54500	Commission Amenities	.00	.00	250.00	250.00 .0
100-50-54505	Unleaded Gas/Diesel	196.65	944.57	1,688.00	743.43 56.0
100-50-54526	Light Vehicle R & M	.00	.00	1,500.00	1,500.00 .0
100-50-54620	Maintenance/Support Agrmt	.00	.00	360.00	360.00 .0
Total CAPITAL PROJ/PLANNING		28,362.33	128,919.24	571,098.00	442,178.76 22.6
<u>POLICE DEPT</u>					
100-70-54125	Salaries & Wages	61,013.65	284,736.55	1,127,509.00	842,772.45 25.3
100-70-54130	Overtime	1,155.57	21,910.62	50,000.00	28,089.38 43.8
100-70-54140	Employee Benefits	26,156.50	122,890.26	404,301.00	281,410.74 30.4
100-70-54210	Electricity	883.47	3,543.60	8,500.00	4,956.40 41.7
100-70-54215	Heating Fuel	1,344.72	5,076.99	9,100.00	4,023.01 55.8
100-70-54220	Building Maintenance	.00	.00	2,500.00	2,500.00 .0
100-70-54301	Clothing	.00	691.39	4,200.00	3,508.61 16.5
100-70-54315	Office Supplies	.00	2,528.77	6,000.00	3,471.23 42.2
100-70-54316	Operations Supply	151.55	7,937.22	20,000.00	12,062.78 39.7
100-70-54317	Community Policing	.00	.00	500.00	500.00 .0
100-70-54325	Office Leased Equipment	.00	1,600.00	2,250.00	650.00 71.1
100-70-54410	Telephone/Fax	667.77	3,116.80	9,500.00	6,383.20 32.8
100-70-54415	Travel/Lodging/Per Diem	5,153.79	7,140.11	20,000.00	12,859.89 35.7
100-70-54420	Employee Rent	800.00	825.00	15,000.00	14,175.00 5.5
100-70-54425	Training	7,000.00	7,150.00	35,000.00	27,850.00 20.4
100-70-54430	Dues & Membership	.00	65.00	500.00	435.00 13.0
100-70-54435	Postage	227.74	294.26	800.00	505.74 36.8
100-70-54436	Professional Services	1,840.01	7,485.01	20,000.00	12,514.99 37.4
100-70-54439	Insurance	17,082.66	68,370.62	229,000.00	160,629.38 29.9
100-70-54440	Advertising	.00	.00	500.00	500.00 .0
100-70-54505	Unleaded Gas/Diesel	3,629.20	15,011.43	25,000.00	9,988.57 60.1
100-70-54526	Light Vehicle R & M	2,060.00	3,677.30	10,000.00	6,322.70 36.8
100-70-54530	Equipment Maintenance	.00	.00	500.00	500.00 .0
100-70-54620	Maintenance/Support Agrmt	.00	.00	1,500.00	1,500.00 .0
100-70-54630	Animal Control	.00	.00	2,000.00	2,000.00 .0
Total POLICE DEPT		129,166.63	564,050.93	2,004,160.00	1,440,109.07 28.1
<u>JAIL DEPT</u>					
100-75-54125	Salaries & Wages	43,642.01	177,305.46	831,945.00	654,639.54 21.3
100-75-54130	Overtime	17,029.67	44,170.82	70,000.00	25,829.18 63.1
100-75-54140	Employee Benefits	20,832.40	82,284.29	316,139.00	233,854.71 26.0

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Section XI, Item J.

Kotzebue City
Expenditures with Comparison to Budget
For the 4 Months Ending April 30, 2024

GENERAL FUND

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
100-75-54210 Electricity	1,225.99	5,112.06	10,000.00	4,887.94	51.1
100-75-54215 Heating Fuel	7,753.33	33,398.31	78,000.00	44,601.69	42.8
100-75-54220 Building Maintenance	.00	51.05	30,000.00	29,948.95	.2
100-75-54301 Clothing	.00	.00	3,000.00	3,000.00	.0
100-75-54306 Food & Prisoner Supplies	1,740.48	12,405.85	30,000.00	17,594.15	41.4
100-75-54315 Office Supplies	.00	2,584.78	3,500.00	915.22	73.9
100-75-54316 Operation Supplies	4,847.76	6,396.28	20,000.00	13,603.72	32.0
100-75-54410 Telephone	1,250.00	4,641.22	9,000.00	4,358.78	51.6
100-75-54415 Travel/Lodging/Per Diem	.00	5,712.45	15,000.00	9,287.55	38.1
100-75-54420 Employee Rent	4,200.00	5,050.00	15,000.00	9,950.00	33.7
100-75-54425 Training	.00	477.98	10,000.00	9,522.02	4.8
100-75-54430 Dues & Membership	.00	.00	650.00	650.00	.0
100-75-54434 Television	154.98	619.92	1,350.00	730.08	45.9
100-75-54435 Postage	.00	506.21	500.00	(6.21)	101.2
100-75-54436 Professional Services	1,450.00	7,143.49	10,000.00	2,856.51	71.4
100-75-54439 Insurance	9,895.44	39,581.76	133,000.00	93,418.24	29.8
100-75-54505 Unleaded Gas/Diesel	294.97	1,416.86	2,700.00	1,283.14	52.5
100-75-54526 Vehicle & Equip R & M	.00	.00	1,000.00	1,000.00	.0
100-75-54620 Maintenance/Support	.00	.00	16,723.00	16,723.00	.0
Total JAIL DEPT	114,317.03	428,858.79	1,607,507.00	1,178,648.21	26.7
FIRE/EMT DEPT					
100-80-54125 Salaries & Wages	38,243.69	217,599.01	1,029,422.00	811,822.99	21.1
100-80-54130 Overtime	10,532.91	31,298.77	85,500.00	54,201.23	36.6
100-80-54140 Employee Benefits	18,972.38	103,539.67	391,180.00	287,640.33	26.5
100-80-54210 Electricity	1,025.17	4,278.36	14,000.00	9,721.64	30.6
100-80-54215 Heating Fuel	11,419.90	39,298.70	71,500.00	32,201.30	55.0
100-80-54220 Building Maintenance	98.92	115.19	5,000.00	4,884.81	2.3
100-80-54301 Clothing	832.30	2,032.58	25,000.00	22,967.42	8.1
100-80-54315 Office Supplies	93.16	2,664.31	4,891.38	2,227.07	54.5
100-80-54323 Fire prevention/hydrant maint.	.00	.00	7,500.00	7,500.00	.0
100-80-54324 Ambulance Supplies&Equip.	191.93	191.93	1,500.00	1,308.07	12.8
100-80-54325 Office Leased Equipment	.00	1,600.00	2,000.00	400.00	80.0
100-80-54327 Small Tools	.00	.00	1,500.00	1,500.00	.0
100-80-54407 Fire/EMT Rehabilitation	195.76	433.74	1,000.00	566.26	43.4
100-80-54410 Telephone/Fax	26.07	778.65	3,000.00	2,221.35	26.0
100-80-54415 Travel/Lodging	.00	.00	11,608.62	11,608.62	.0
100-80-54425 Training	.00	157.00	15,000.00	14,843.00	1.1
100-80-54430 Dues & Membership	.00	66.50	500.00	433.50	13.3
100-80-54435 Postage	.00	.00	500.00	500.00	.0
100-80-54436 Professional Services	246.00	246.00	6,000.00	5,754.00	4.1
100-80-54439 Insurance	1,249.95	4,999.80	16,500.00	11,500.20	30.3
100-80-54505 Unleaded Gas/Diesel	1,586.31	6,939.55	12,000.00	5,060.45	57.8
100-80-54526 Vehicle R & M	.00	420.99	22,000.00	21,579.01	1.9
100-80-54530 Equipment R & M	117.31	117.31	10,000.00	9,882.69	1.2
Total FIRE/EMT DEPT	84,831.76	416,778.06	1,737,102.00	1,320,323.94	24.0
PUBLIC WORKS DEPT					
100-90-54125 Salaries & Wages	66,688.57	283,065.66	1,122,991.00	839,925.34	25.2
100-90-54130 Overtime	9,048.83	15,149.13	30,000.00	14,850.87	50.5
100-90-54140 Employee Benefits	29,241.63	142,839.31	426,737.00	283,897.69	33.5
100-90-54201 Street Lighting	10,082.00	27,558.25	80,000.00	52,441.75	34.5

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Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

GENERAL FUND

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
100-90-54202 Sign Replacement	.00	.00	2,500.00	2,500.00	.0
100-90-54210 Electricity	2,011.61	8,073.43	13,000.00	4,926.57	62.1
100-90-54215 Heating Fuel	20,012.63	82,341.94	131,200.00	48,858.06	62.8
100-90-54220 Building Maintenance	.00	5,576.04	13,000.00	7,423.96	42.9
100-90-54300 Cleaning Supplies	165.18	697.33	500.00	(197.33)	139.5
100-90-54301 Clothing	319.86	409.72	4,000.00	3,590.28	10.2
100-90-54315 Office Supplies	184.98	2,851.69	3,500.00	648.31	81.5
100-90-54325 Office Leased Equipment	.00	1,600.00	2,000.00	400.00	80.0
100-90-54327 Small Tools	.00	124.96	4,500.00	4,375.04	2.8
100-90-54410 Telephone/Fax	485.82	1,964.56	6,000.00	4,035.44	32.7
100-90-54415 Travel/Lodging	.00	.00	5,000.00	5,000.00	.0
100-90-54425 Training	.00	644.00	8,500.00	7,856.00	7.6
100-90-54430 Dues & Memberships	.00	.00	2,000.00	2,000.00	.0
100-90-54435 Postage	.00	.00	500.00	500.00	.0
100-90-54436 Professional Services	46.30	90.00	30,000.00	29,910.00	.3
100-90-54439 Insurance	2,083.25	8,333.00	28,000.00	19,667.00	29.8
100-90-54505 Unleaded Gas/Diesel	18,516.01	46,293.89	130,000.00	83,706.11	35.6
100-90-54525 Emergency Disaster Relief	8,418.96	842,379.56	.00	(842,379.56)	.0
100-90-54526 Light Vehicle R & M	4,550.00	3,939.82	22,500.00	18,560.18	17.5
100-90-54527 Snow Removal	28,065.00	28,065.00	40,000.00	11,935.00	70.2
100-90-54528 Gravel Purchases	.00	.00	50,000.00	50,000.00	.0
100-90-54529 Paved Road Maintenance	1,308.84	1,308.84	50,000.00	48,691.16	2.6
100-90-54530 Heavy Equipment R & M	33,384.96	43,648.33	85,000.00	41,351.67	51.4
Total PUBLIC WORKS DEPT	234,614.43	1,546,954.46	2,291,428.00	744,473.54	67.5
 SMALL BOAT HARBOR					
100-94-54125 Salaries & Wages	.00	.00	100,000.00	100,000.00	.0
100-94-54130 Overtime	.00	.00	500.00	500.00	.0
100-94-54140 Benefits	.00	.00	40,000.00	40,000.00	.0
100-94-54210 Electricity	632.07	3,250.16	13,500.00	10,249.84	24.1
100-94-54225 R&R Docks Annually	.00	.00	6,500.00	6,500.00	.0
100-94-54315 Office Supplies & Equipment	.00	110.38	1,000.00	889.62	11.0
100-94-54439 Insurance	2,083.25	8,333.00	28,000.00	19,667.00	29.8
Total SMALL BOAT HARBOR	2,715.32	11,693.54	189,500.00	177,806.46	6.2
 PARKS & REC.					
100-95-54125 Salaries & Wages	11,541.45	64,919.72	296,515.00	231,595.28	21.9
100-95-54130 Overtime	.00	.00	1,000.00	1,000.00	.0
100-95-54140 Employee Benefits	4,415.16	26,001.26	112,676.00	86,674.74	23.1
100-95-54210 Electricity	1,345.63	5,267.27	20,000.00	14,732.73	26.3
100-95-54215 Heating Fuel	.00	7,157.28	15,000.00	7,842.72	47.7
100-95-54220 Building & Equipment Maint.	3,350.60	3,897.64	20,000.00	16,102.36	19.5
100-95-54300 Cleaning Supplies	73.63	73.63	2,500.00	2,426.37	3.0
100-95-54306 Food	9.49	654.35	2,000.00	1,345.65	32.7
100-95-54308 Playground & Park Maintenance	40.00	40.00	5,000.00	4,960.00	.8
100-95-54315 Office Supplies & Equipment	931.46	2,549.40	3,000.00	450.60	85.0
100-95-54410 Telephone/Fax	296.06	1,199.03	3,000.00	1,800.97	40.0
100-95-54415 Travel/Per Diem	.00	.00	1,000.00	1,000.00	.0
100-95-54425 Training	.00	.00	1,000.00	1,000.00	.0
100-95-54436 Professional Services	55.00	165.00	2,500.00	2,335.00	6.6
100-95-54439 Insurance	648.36	2,593.46	9,000.00	6,406.54	28.8
100-95-54505 Gas/Deisel	544.02	1,665.91	2,700.00	1,034.09	61.7

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Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

GENERAL FUND

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
100-95-54526 Light Vehicle Maintenance	.00	.00	3,000.00	3,000.00	.0
100-95-54530 Program Equip. & Equip. Repair	.00	146.87	1,000.00	853.13	14.7
100-95-54907 Community Events	2,840.52	2,840.52	4,000.00	1,159.48	71.0
Total PARKS & REC.	26,091.38	119,171.34	504,891.00	385,719.66	23.6
<u>Other Agency Contributions</u>					
100-96-54905 Kotzebue Broadcasting, Inc	.00	.00	2,500.00	2,500.00	.0
100-96-54907 July 4th Celebration Comm.	.00	.00	4,500.00	4,500.00	.0
100-96-54908 Miscellaneous Comm. Support	450.00	619.12	2,500.00	1,880.88	24.8
100-96-54909 Kotzebue/Middle High School	.00	.00	40,000.00	40,000.00	.0
100-96-54911 City of Kotz Scholarship Fund	.00	5,500.00	20,000.00	14,500.00	27.5
Total Other Agency Contributions	450.00	6,119.12	69,500.00	63,380.88	8.8
<u>NON-DEPT. EXPENSE</u>					
100-98-54407 Employee Morale & Health	161.00	483.00	10,000.00	9,517.00	4.8
Total NON-DEPT. EXPENSE	161.00	483.00	10,000.00	9,517.00	4.8
Total Fund Expenditures	795,151.99	3,865,100.56	11,171,027.00	7,305,926.44	34.6
Net Revenue Over Expenditures	(305,074.23)	(1,005,995.42)	(1,164,335.00)	(158,339.58)	(86.4)

Kotzebue City
 Revenues with Comparison to Budget
 For the 4 Months Ending April 30, 2024

Capital Projects

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
<u>Water Treatment Plant Const.</u>					
467-85-43225 Water Treatment Plant-Const	.00	10,424.50	.00	(10,424.50)	.0
Total Water Treatment Plant Const.	.00	10,424.50	.00	(10,424.50)	.0
Total Fund Revenue	.00	10,424.50	.00	(10,424.50)	.0
Net Revenue Over Expenditures	.00	10,424.50	.00	(10,424.50)	.0

Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

Major R&R CPF

	Period Actual	YTD Actual	Budget	Unexpended	Pct
<u>Expense - Admin CP</u>					
469-10-54601 Capital Purchase - Constr.	.00	74,549.00	.00	(74,549.00)	.0
Total Expense - Admin CP	.00	74,549.00	.00	(74,549.00)	.0
<u>Expense - Police CP</u>					
469-70-54600 Capital Purchase - Veh & Equip	.00	11,460.28	.00	(11,460.28)	.0
Total Expense - Police CP	.00	11,460.28	.00	(11,460.28)	.0
<u>Expense - Package Store CP</u>					
469-93-54601 Capital Purchase - Constr.	.00	200,000.00	.00	(200,000.00)	.0
Total Expense - Package Store CP	.00	200,000.00	.00	(200,000.00)	.0
Total Fund Expenditures	.00	286,009.28	.00	(286,009.28)	.0
Net Revenue Over Expenditures	.00	(286,009.28)	.00	286,009.28	.0

Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

Washateria Denali Comm Fund

	Period Actual	YTD Actual	Budget	Unexpended	Pct
<u>Washateria Denali Comm Fund</u>					
472-10-54163 Design Engineering	30,661.50	137,423.46	.00	(137,423.46)	.0
Total Washateria Denali Comm Fund	30,661.50	137,423.46	.00	(137,423.46)	.0
Total Fund Expenditures	30,661.50	137,423.46	.00	(137,423.46)	.0
Net Revenue Over Expenditures	(30,661.50)	(137,423.46)	.00	137,423.46	.0

Kotzebue City
Revenues with Comparison to Budget
For the 4 Months Ending April 30, 2024

AEA Grant Special Revenue Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Unexpended</u>	<u>Pcnt</u>
<u>Source 00</u>					
487-00-43215 Grant Revenue - State	.00	2,875.33	.00	(2,875.33)	.0
Total Source 00	.00	2,875.33	.00	(2,875.33)	.0
Total Fund Revenue	.00	2,875.33	.00	(2,875.33)	.0

Kotzebue City
Expenditures with Comparison to Budget
For the 4 Months Ending April 30, 2024

AEA Grant Special Revenue Fund

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
487-00-54436 Professional Services	.00	2,875.33	.00	(2,875.33)	.0
Total Department 00	.00	2,875.33	.00	(2,875.33)	.0
Total Fund Expenditures	.00	2,875.33	.00	(2,875.33)	.0
Net Revenue Over Expenditures	.00	.00	.00	.00	.0

Kotzebue City
 Revenues with Comparison to Budget
 For the 4 Months Ending April 30, 2024

VIF

	Period Actual	YTD Actual	Budget	Unexpended	Pct
<u>Source 00</u>					
490-00-43220 Grant Revenue - Local	.00	275,000.00	.00	(275,000.00)	.0
Total Source 00	.00	275,000.00	.00	(275,000.00)	.0
Total Fund Revenue	.00	275,000.00	.00	(275,000.00)	.0

Section XI, Item J.

Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

VIF

	Period Actual	YTD Actual	Budget	Unexpended	Pct
490-00-54615 Equipment	.00	39,066.01	.00	(39,066.01)	.0
Total Department 00	.00	39,066.01	.00	(39,066.01)	.0
Total Fund Expenditures	.00	39,066.01	.00	(39,066.01)	.0
Net Revenue Over Expenditures	.00	235,933.99	.00	(235,933.99)	.0

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Kotzebue City
Revenues with Comparison to Budget
For the 4 Months Ending April 30, 2024

NANA VEI GRANT

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
491-00-43220 Grant Revenue - Local	.00	3,298.29	.00	(3,298.29)	.0
Total Source 00	.00	3,298.29	.00	(3,298.29)	.0
Total Fund Revenue	.00	3,298.29	.00	(3,298.29)	.0

Section XI, Item J.

Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

NANA VEI GRANT

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
491-00-54303 CONSTRUCTION	.00	4,974.45	.00	(4,974.45)	.0
Total Department 00	.00	4,974.45	.00	(4,974.45)	.0
Total Fund Expenditures	.00	4,974.45	.00	(4,974.45)	.0
Net Revenue Over Expenditures	.00	(1,676.16)	.00	1,676.16	.0

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Section XI, Item J.

Kotzebue City
 Revenues with Comparison to Budget
 For the 4 Months Ending April 30, 2024

ENTERPRISE ACCOUNTS

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
<u>MUS REVENUE</u>					
601-40-43915	MUS Penalties & Interest	2,487.57	10,069.86	20,000.00	9,930.14 50.4
601-40-43927	Service Equipment Sales	.00	741.33	500.00 (241.33)	148.3
601-40-43928	Hydro Flush Service	1,712.00	11,712.00	10,000.00 (1,712.00)	117.1
601-40-43930	Water Sales-Residential	41,778.53	144,832.35	700,000.00	555,167.65 20.7
601-40-43931	Water Sales-Commercial	96,352.09	398,528.57	1,150,000.00	751,471.43 34.7
601-40-43932	Water Delivery	1,243.40	2,895.15	10,000.00	7,104.85 29.0
601-40-43940	Sewer Sales-Commercial	55,210.85	219,818.12	500,000.00	280,181.88 44.0
601-40-43941	Sewer Sales-Residential	17,103.75	48,672.74	290,000.00	241,327.26 16.8
601-40-43950	Water Connection Fees	.00	.00	2,000.00	2,000.00 .0
601-40-43951	Sewer Connection Fees	.00	.00	500.00	500.00 .0
601-40-43952	Water Re/Dis/ connect	.00	200.00	4,000.00	3,800.00 5.0
601-40-43953	Sewer Re/Dis Connect	.00	.00	500.00	500.00 .0
601-40-43985	Miscellaneous	267.50	5,131.50	2,500.00 (2,631.50)	205.3
601-40-44107	State of AK PERS Relief	.00	.00	27,035.00	27,035.00 .0
	Total MUS REVENUE	216,155.69	842,601.62	2,717,035.00	1,874,433.38 31.0
	Total Fund Revenue	216,155.69	842,601.62	2,717,035.00	1,874,433.38 31.0

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Section XI, Item J.

Kotzebue City
Expenditures with Comparison to Budget
For the 4 Months Ending April 30, 2024

ENTERPRISE ACCOUNTS

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
<u>Water & Sewer Expenses</u>					
601-10-54400	Service Charges	1,872.90	8,688.49	17,500.00	8,811.51 49.7
601-10-54434	3rd Party Collection Fees	.00	.00	500.00	500.00 .0
601-10-54435	Postage	793.50	1,398.79	3,000.00	1,601.21 46.6
601-10-54460	Gen. Fund Admin. Overhead	.00	71,500.00	285,000.00	213,500.00 25.1
601-10-54700	Transfer Out	.00	.00	1,907,640.00	1,907,640.00 .0
Total Water & Sewer Expenses		2,666.40	81,587.28	2,213,640.00	2,132,052.72 3.7
<u>Water Expenses</u>					
601-20-54125	Salaries & Wages	15,888.91	67,372.02	300,000.00	232,627.98 22.5
601-20-54130	Overtime	6,149.91	22,452.81	27,000.00	4,547.19 83.2
601-20-54140	Employee Benefits	6,895.44	33,096.93	114,000.00	80,903.07 29.0
601-20-54210	Electricity	13,777.94	61,745.78	160,000.00	98,254.22 38.6
601-20-54215	Heating Fuel	27,930.69	51,500.78	100,000.00	48,499.22 51.5
601-20-54216	KEA Waste Heat	12,735.79	12,735.79	100,000.00	87,264.21 12.7
601-20-54220	Building Maintenance	.00	.00	5,000.00	5,000.00 .0
601-20-54301	Clothing/Safety Equipment	159.99	486.47	2,000.00	1,513.53 24.3
601-20-54315	Office Supplies	130.74	1,682.04	1,000.00	(682.04) 168.2
601-20-54327	Small Tools	.00	469.93	1,000.00	530.07 47.0
601-20-54331	Chemicals	.00	.00	170,000.00	170,000.00 .0
601-20-54332	Pipe & Materials	5,961.39	21,782.24	25,000.00	3,217.76 87.1
601-20-54410	Telephone	867.68	4,100.84	5,700.00	1,599.16 71.9
601-20-54415	Travel/Loding	.00	261.00	4,000.00	3,739.00 6.5
601-20-54425	Training	100.00	100.00	8,000.00	7,900.00 1.3
601-20-54430	Dues & Membership	.00	.00	4,000.00	4,000.00 .0
601-20-54436	Professional Services	1,250.30	3,523.59	64,000.00	60,476.41 5.5
601-20-54439	Insurance	1,041.62	4,166.48	14,000.00	9,833.52 29.8
601-20-54505	Unleaded Gas/Diesel/Oil	294.97	1,465.36	3,750.00	2,284.64 39.1
601-20-54525	Light Vehicle R & M	.00	.00	1,500.00	1,500.00 .0
601-20-54526	Vehicle & Equipment R & M	65.99	106.16	3,000.00	2,893.84 3.5
601-20-54541	Lab Equipment/Testing	665.00	8,350.39	20,000.00	11,649.61 41.8
Total Water Expenses		93,916.36	295,398.61	1,132,950.00	837,551.39 26.1
<u>Sewer Expenses</u>					
601-30-54125	Salaries & Wages	20,525.76	81,309.65	357,914.00	276,604.35 22.7
601-30-54130	Overtime	3,299.82	17,241.25	61,000.00	43,758.75 28.3
601-30-54140	Employee Benefits	10,280.13	42,427.14	154,998.00	112,570.86 27.4
601-30-54210	Electricity	8,363.05	34,403.90	75,000.00	40,596.10 45.9
601-30-54211	Electricity-Sewage Lagoon	191.69	665.84	10,000.00	9,334.16 6.7
601-30-54220	Building Maintenance	.00	28.97	30,000.00	29,971.03 .1
601-30-54301	Clothing/Safety Equipment	141.38	2,623.09	5,000.00	2,376.91 52.5
601-30-54315	Ofc Sup/Equip/Maintenance	.00	1,637.95	500.00	(1,137.95) 327.6
601-30-54316	Operational Supplies	.00	116.20	3,000.00	2,883.80 3.9
601-30-54327	Small Tools	2,583.54	4,173.45	4,000.00	(173.45) 104.3
601-30-54331	Chemicals	.00	74.22	80,000.00	79,925.78 .1
601-30-54332	Pipe & Materials	18,062.77	18,649.12	60,000.00	41,350.88 31.1
601-30-54415	Travel/Loding	.00	.00	3,500.00	3,500.00 .0
601-30-54425	Training	.00	.00	8,500.00	8,500.00 .0
601-30-54436	Professional Services	.00	113.70	35,000.00	34,886.30 .3
601-30-54439	Insurance	416.65	1,666.60	6,000.00	4,333.40 27.8

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Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

ENTERPRISE ACCOUNTS

	Period Actual	YTD Actual	Budget	Unexpended	Pct
601-30-54505 Unleaded Gas/Diesel/Oil	4,411.79	16,400.22	35,100.00	18,699.78	46.7
601-30-54525 Light Vehicle R & M	.00	248.94	2,000.00	1,751.06	12.5
601-30-54526 Vehicle & Equipment R & M	1,998.24	2,838.06	22,500.00	19,661.94	12.6
601-30-54600 Capital Purchases - Pumps	22,896.44	22,896.44	.00	(22,896.44)	.0
Total Sewer Expenses	93,171.26	247,514.74	954,012.00	706,497.26	25.9
Total Fund Expenditures	189,754.02	624,500.63	4,300,602.00	3,676,101.37	14.5
Net Revenue Over Expenditures	26,401.67	218,100.99	(1,583,567.00)	(1,801,667.99)	13.8

Section XI, Item J.

Kotzebue City
 Revenues with Comparison to Budget
 For the 4 Months Ending April 30, 2024

REFUSE DEPARTMENT

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
<u>REFUSE ENTERPRISE FUND</u>					
602-40-43915 Penalties & Interest	.00	.00	5,000.00	5,000.00	.0
602-40-43923 Baler Drop Off Charges	836.50	3,911.50	23,000.00	19,088.50	17.0
602-40-43924 Residential Refuse Collec	31,403.96	128,476.86	335,000.00	206,523.14	38.4
602-40-43925 Commercial Refuse Collect	49,917.40	199,935.77	640,000.00	440,064.23	31.2
602-40-43926 Refuse Equipment Sales	.00	.00	2,000.00	2,000.00	.0
602-40-43927 Residential Refuse Cart	349.99	789.49	1,750.00	960.51	45.1
602-40-43928 Commercial Dumpster Rental	3,172.23	12,110.25	40,000.00	27,889.75	30.3
602-40-44107 State of AK PERS Relief	.00	.00	28,496.00	28,496.00	.0
602-40-49987 Miscellaneous Income	.00	.00	5,000.00	5,000.00	.0
Total REFUSE ENTERPRISE FUND	85,680.08	345,223.87	1,080,246.00	735,022.13	32.0
Total Fund Revenue	85,680.08	345,223.87	1,080,246.00	735,022.13	32.0

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Section XI, Item J.

Kotzebue City
 Expenditures with Comparison to Budget
 For the 4 Months Ending April 30, 2024

REFUSE DEPARTMENT

	Period Actual	YTD Actual	Budget	Unexpended	Pct
<u>REFUSE ENTERPRISE FUND</u>					
602-40-54125 Salaries & Wages	36,088.71	143,368.72	579,620.00	436,251.28	24.7
602-40-54130 Overtime	1,828.96	3,324.87	10,000.00	6,675.13	33.3
602-40-54140 Employee Benefits	17,052.94	67,457.70	220,256.00	152,798.30	30.6
602-40-54210 Electricity	1,920.17	8,311.58	25,000.00	16,688.42	33.3
602-40-54215 Heating Fuel	10,767.07	40,801.91	60,000.00	19,198.09	68.0
602-40-54220 Building Maintenance	.00	282.73	5,500.00	5,217.27	5.1
602-40-54300 Operational Supplies	225.00	16,766.59	90,000.00	73,233.41	18.6
602-40-54301 Clothing/Safety Equipment	141.38	1,810.69	3,000.00	1,189.31	60.4
602-40-54307 Spring Cleanup	.00	300.00	7,000.00	6,700.00	4.3
602-40-54315 Office Supplies	.00	1,544.20	600.00	(944.20)	257.4
602-40-54327 Small Tools	.00	.00	1,000.00	1,000.00	.0
602-40-54410 Telephone	55.63	823.06	2,500.00	1,676.94	32.9
602-40-54415 Travel/Lodging	.00	.00	3,000.00	3,000.00	.0
602-40-54425 Training	.00	.00	7,000.00	7,000.00	.0
602-40-54436 Professional Services	46.30	4,529.75	30,000.00	25,470.25	15.1
602-40-54439 Insurance	6,666.40	26,665.60	90,000.00	63,334.40	29.6
602-40-54448 Bad Debt Expense	.00	.00	5,000.00	5,000.00	.0
602-40-54449 Closure & Post Closure	.00	.00	1,800.00	1,800.00	.0
602-40-54450 Refuse Operating Permit	.00	4,000.00	4,000.00	.00	100.0
602-40-54505 Unleaded Gas/Diesel/Oil	5,290.32	18,224.47	47,250.00	29,025.53	38.6
602-40-54525 Light Vehicle R & M	2,000.66	2,000.66	1,500.00	(500.66)	133.4
602-40-54526 Vehicle & Equipment R & M	1,413.70	2,313.02	25,000.00	22,686.98	9.3
602-40-54527 Gen. Fund Admin. Overhead	.00	27,500.00	110,000.00	82,500.00	25.0
Total REFUSE ENTERPRISE FUND	83,497.24	370,025.55	1,329,026.00	959,000.45	27.8
Total Fund Expenditures	83,497.24	370,025.55	1,329,026.00	959,000.45	27.8
Net Revenue Over Expenditures	2,182.84	(24,801.68)	(248,780.00)	(223,978.32)	(10.0)

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Section XI, Item J.

Kotzebue City
 Revenues with Comparison to Budget
 For the 4 Months Ending April 30, 2024

ARCTIC SPIRITS

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
<u>ARCTIC SPIRITS REVENUE</u>					
603-00-43405 Retail Sales	245,688.35	915,301.66	2,972,500.00	2,057,198.34	30.8
603-00-43407 Retail Sales - Tobacco	5,580.34	20,774.09	61,200.00	40,425.91	33.9
603-00-43408 Retail Sales - Miscellaneous	555.24	3,282.19	10,200.00	6,917.81	32.2
603-00-43410 Distribution Point Fees	240.00	600.00	1,500.00	900.00	40.0
603-00-43425 Permitting Fees	6,205.00	22,270.00	55,000.00	32,730.00	40.5
603-00-44107 State of AK PERS Relief	.00	.00	15,697.00	15,697.00	.0
Total ARCTIC SPIRITS REVENUE	258,268.93	962,227.94	3,116,097.00	2,153,869.06	30.9
Total Fund Revenue	258,268.93	962,227.94	3,116,097.00	2,153,869.06	30.9

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Section XI, Item J.

Kotzebue City
Expenditures with Comparison to Budget
For the 4 Months Ending April 30, 2024

ARCTIC SPIRITS

	Period Actual	YTD Actual	Budget	Unexpended	Pcnt
<u>ARCTIC SPIRITS EXPENSES</u>					
603-10-54110 LBCB Stipend	300.00	300.00	5,500.00	5,200.00	5.5
603-10-54125 Salaries & Wages	15,133.46	71,522.51	276,585.00	205,062.49	25.9
603-10-54130 Overtime	.00	153.25	3,000.00	2,846.75	5.1
603-10-54140 Employee Benefits	3,758.24	18,136.62	108,502.00	90,365.38	16.7
603-10-54210 Electricity	493.11	1,852.85	6,000.00	4,147.15	30.9
603-10-54215 Heating Fuel	5,168.88	19,257.99	30,000.00	10,742.01	64.2
603-10-54220 Building Maintenance	2,763.10	2,763.10	2,000.00	(763.10)	138.2
603-10-54300 Cleaning Supplies	.00	45.72	500.00	454.28	9.1
603-10-54315 Office Supplies & Equip	6,505.95	7,401.72	5,000.00	(2,401.72)	148.0
603-10-54320 Product Acquisition	2,005.56	2,005.56	1,279,000.00	1,276,994.44	.2
603-10-54321 Cash Overs/Shorts - Pkg Store	(32.63)	97.14	500.00	402.86	19.4
603-10-54400 Service Charges	5,131.76	17,694.94	37,500.00	19,805.06	47.2
603-10-54410 Telephone/Fax	127.83	512.68	2,000.00	1,487.32	25.6
603-10-54415 Travel/Lodging/Per Diem	.00	.00	2,000.00	2,000.00	.0
603-10-54425 Training	.00	.00	1,000.00	1,000.00	.0
603-10-54433 Postage	.00	.00	50.00	50.00	.0
603-10-54434 Freight Charges	57,289.74	105,362.56	475,000.00	369,637.44	22.2
603-10-54436 Professional Services	.00	.00	400.00	400.00	.0
603-10-54438 Legal Fees	729.20	1,724.60	10,000.00	8,275.40	17.3
603-10-54439 Insurance	4,687.32	18,749.26	63,000.00	44,250.74	29.8
603-10-54450 Permits	.00	(300.00)	500.00	800.00	(60.0)
603-10-54505 Gas/Diesel	294.97	1,416.86	2,700.00	1,283.14	52.5
603-10-54526 Light Vehicle R & M	.00	.00	2,000.00	2,000.00	.0
603-10-54527 Gen. Fund Admin. Overhead	.00	38,500.00	155,000.00	116,500.00	24.8
603-10-54530 Equipment Maint.	.00	.00	1,500.00	1,500.00	.0
603-10-54620 Maintenance/Support Agrmt	.00	.00	500.00	500.00	.0
603-10-54625 Computer Equipment	270.50	2,126.35	1,500.00	(626.35)	141.8
603-10-54702 Transfer to G.F.-Comm Support	.00	.00	1,137,672.00	1,137,672.00	.0
Total ARCTIC SPIRITS EXPENSES	104,626.99	309,323.71	3,608,909.00	3,299,585.29	8.6
Total Fund Expenditures	104,626.99	309,323.71	3,608,909.00	3,299,585.29	8.6
Net Revenue Over Expenditures	153,641.94	652,904.23	(492,812.00)	(1,145,716.23)	132.5

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Public Works Department Report
 April 2024
 Russell Ferguson/Lorraine Hunnicutt

Water Treatment Plant – the new water treatment – the contractor was here to install the baffles and it didn't fix the problem. We are injecting the potassium permanganate at the Devil's Lake Pump house to try and bring the levels of manganese down.

Building Maintenance: There were sixteen (16) work order for Building Maintenance. Two (2) Public Works; it's cold upstairs; get the extra copier from upstairs at public works and deliver to the Kotzebue jail along with the toner. Two (2) Fire Hall – one of the heaters in the by is not working; Boiler – yesterday they turned off the heat to work on the boiler, need to come back and finish working on it. Four (4) City Hall – The flag pole rope is in, fix it so we can fly the flags. Also, I smell glycol here at City Hall; It's getting cold at City Hall x 2; it's cold in Tessa Baldwin's office. Two (2) Quonset Hut – The Quonset Hut door is not working x 2. One (1) Diesel Pump – The diesel pump is not working, we dipped the tank and it's full. One (1) Jail – boiler not working need to change the coupling. Two (2) Youth Center – Boiler Room Control #1 – the system suddenly stops and can be restarted by tapping on the controller, need to replace controller #1. The boilers are currently sinking into the floor, replace the boiler room floor. One (1) Rainbow Park – Repair the fence at Rainbow Park. I can have Malik help in it's repair. There was an injury where a child scratched his face on an exposed portion of the fence. I want to make sure it doesn't happen again. One (1) LM Tool Room – Put hasp on the tool room door, so we can lock it.

Streets Department: Has been busy hauling snow, we have KIC Construction helping with the snow removal. There were thirty three (33) work orders for the Streets Department. Twenty Four (24) Elders driveways. Three (3) Disabled driveways. One (1) Water Treatment Plant – plow driveway. One (1) Employee – plow driveway. One (1) House #973 – plow in front of house. One (1) Fire Hall – Ambulance was stuck for 20 minutes trying to go to a call, couldn't get out of the parking lot. Sand the area of the Fire Hall. One (1) Shore & Tundra – Uutuku's black vehicle is stuck on the Shore & Tundra obstructing traffic. Two (2) Cell # 1 – Take gravel to Sewage Lagoon Cell #1 – build up low spot in berm; Clear snow to Cell # 1 pumphouse & clean out assembly.

Shop Department: There were fifteen (15) work orders for the Shop Department. Four (4) KPD – KPD-5 - Jail van needs an oil change and all fluids checked. Rear passenger side tire keeps going flat; KPD-5 – Is located behind the jail. The tail light is out, rear passenger tire is flat, the oil and fluids needs to be changed; KPD-9 – is a pick up truck that has been challenging to

drive/park on flat surfaces due to bald tires, no traction. Vehicle has been pulled & dug from multiple flat locations due to no tire tread, vehicle had to be pulled from location. Change the tires. Chevrolet Tahoe – According to our records, as of March 2024 service has not been completed on the following open recall(s) for your Chevrolet Tahoe. Four (4) Light Vehicles – PWL-12 – Vehicle wouldn't start, I had it plugged in. Vehicle is at my house #883 the keys are in the ignition and tow strap is on the front seat. PWL-20 – Vehicle wouldn't start, keys are on the dash and vehicle is at my house #817a; PWL-6 – Low tire pressure; PWL-15 – the battery light came on and the steering is not working. Three (3) Equipment – New & Old Excavator @ Landfill – One blew a seal and the other one is acting up; Baler Machine – The baler machine door – having trouble with the door. Five (5) Heavy Equipment – PWH-7 – tire is off the bead; New Dump Truck – The PTO is not working, won't dump; PWH-1 – Air leak; PWH-2 – electrical PTO; PWH-3 Tire and need to jump start. One (1) WTP Snowmobile – The water plant snowmobile needs a work order: the headlight is out, the starter does not work, and there are loose wires along the right side.

Line Maintenance: There were sixteen (16) work orders for the line maintenance department. Two (2) – for honey bucket removal. Four (3) Frozen sewer – house #128, AC Store, Crowley Shop, Baler Building. Two (2) Hydrovac septic tanks @ Ryan Air. One (1) Frozen water – house #287. Two (2) Frozen Mains – ATC & Caribou & Turf. One (1) AC Store – hydrovac porta potties. One (1) Water Leak – There was a water leak called in by Jeff Hadley (it's just snow melt). One (1) Disconnect – house #517 – getting a new house. One (1) House #821 – Open up the culvert that's across from house #821

Refuse Department: Has been busy with hauling bales to the landfill. We are having trouble with the Baler Machine and may need to bring someone up to fix it.



City of Kotzebue, Alaska
Police Department

258B Third Avenue Box 550 Kotzebue, AK 99752-0550
 Office: 907-442-3539 Fax: 907-442-3357
 Roger Rouse, Chief of Police



To: City Manager Tessa Baldwin
 Re: Kotzebue Police and Jail Activity Report

Date: 05/14/2024

Since the Kotzebue Police Department's last activity report, the police department has responded to 404 calls for service (April 2024), no change from the month of March. Calls of note for the month of April were 12 Assaults, 4 Driving Under the Influence Reports, 9 Intoxicated Person Reports, 1 Prostitution report, 2 Sexual Assaults (Adult). For a complete list of calls for service see the attached report. Calls for service occurred most frequently in April on Fridays between the hours of 03:00 am to 04:00 am.

The Kotzebue Regional Jail processed 60 prisoners during the month of April, a 15% increase from March.

Community Policing:

- KPD officers had 50 public relations, safety, and assistance contacts with the citizens and business owners of Kotzebue during the month of April.
- KPD officers conducted 111 security checks of businesses, or other locations within the city.
- Chief Rouse attended a Missing and Murdered Indigenous Persons meeting at Maniilaq Health Center.
- Chief Rouse attended a meeting with the US Department of Agriculture representatives reference grant funding for COK.
- Chief Rouse met with a representative from Senator Murkowski's office regarding crime, infrastructure, and future outlook of COK.
- Officer Christopher Buege attended his annual Criminal Justice Information System (CJIS) certification training.

Staff Development and Training:

- Corrections personnel have been training on the new computer assisted dispatch (CAD) software in preparation for the separation of dispatchers and corrections officers upcoming later in the year.
- Police Officers and Corrections officers have also been taking State required PREA (Prison Rape Elimination Act) training.
- Recruit Officer Erica Stamper has completed 3/4th of her Police Academy in Faribanks and is on track to successfully graduate.

Community Service Officers:

- The Community Service Officers responded to 31 calls for service regarding animal complaints, a 3% increase from March.
- The CSOs impounded 6 dogs.
- 1 animal was adopted or rescued. (2 since beginning of the year)
- 6 animals were euthanized in April. (9 since the beginning of the year)
- Served or attempted to serve 1 court document(s).

Roger Rouse / Chief of Police



KOTZEBUE POLICE DEPARTMENT
258B THIRD AVENUE

PO BOX 550
 KOTZEBUE, AK 99752

Date : 05 Section XI, Item J.
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 Agency : KPD

Calls For Service Totals By Call Type

04/01/2024 to 04/30/2024

Call Type	Totals	
ABAN	ABANDONED AUTO	4
AGAS	AGENCY ASSIST (NON LAW ENFORCEMENT)...	15
ALAR-U	ALARM UNFOUNDED	4
AOFF	ASSIST OFFICIAL	1
ASLT	ASSAULT	12
BURG	BURGLARY	1
CHAB	CHILD ABUSE/NEGLECT	3
CIVIL	CIVIL	16
DISC	DISORDERLY CONDUCT	6
DIST	DISTURBANCE	11
DOGY	ANIMAL CONTROL	32
DOMS	DOMESTIC	4
DUI	DRIVING UNDER THE INFLUENCE	4
DVORDER	DV ORDER SERVICE	4
FRAD	FRAUD	1
HARA	HARASSMENT	2
INTP	INTOXICATED PERSON	9
JAOFF	JAIL ASSIST OFFICAL (BOOKINGS=AST, ...	5
JDPS	DPS TRANSFERS TO AND FROM ANY STATE...	1
JSEAR	JAIL SEARCH AND SECURITY	1
MCA	MINOR CONSUMING ALCOHOL	1
MCHD	MISSING CHILD	1
PASS	PUBLIC ASSIST	14
POLYCOM	INMATE COURT	1
PROST	PROSTITUTION	1
PROV	PROBATION VIOLATION	3
PSAF	PUBLIC SAFETY	7
PUBR	PUBLIC RELATIONS	29
RUNA	RUNAWAY	3
SALT	SEXUAL ASSAULT	2
SCHOOL	SCHOOL PATROL	8
SECU	SECURITY	111
SUCD	SUICIDE/SUICIDAL/ATTEMPTED/POSSIBLE	2
SUM/SUB	SERVING SUMMONS/SUBPOENA/ORDER TO...	29
SUSP	SUSPICIOUS PERSON/VEHICLE/ACTIVITIES	3
THEF	THEFT	6
THRE	THREATS	3
TRAF	TRAFFIC	8



KOTZEBUE POLICE DEPARTMENT
258B THIRD AVENUE

PO BOX 550
KOTZEBUE, AK 99752

Date : 05 Section XI, Item J.
Page : 2
Agency : KPD

Calls For Service Totals By Call Type

04/01/2024 to 04/30/2024

Call Type		Totals
TRES	CRIMINAL TRESPASS	6
VAND	VANDALISM	1
VOCR	VIOLATION OF CONDITIONS OF RELEASE	6
WARRANT	WARRANT (ARREST, BENCH, DAY, AND...	13
WEAP	WEAPONS	1
WELF	WELFARE CHECK	9
Grand Total for all calls		404



KOTZEBUE FIRE DEPARTMENT SUMMARY
"Treat it. Fight it. Make it Better."



April 2024

The Fire Department responded to
101
calls for service this month; and
453
for the yearly total.

- Staffing - The Kotzebue Fire department is operating at a short staff. We currently have 7 total firefighters and EMTs. Five of those firefighters and EMTs cover the emergency response for the City of Kotzebue and regional medevac transports. We have a full-time permanent and a flex position currently advertised.
- TRI Air testing sample - Each quarter our Scott air compressor for firefighting gets tested in by TRI AIR lab. Results are pending. The Scott air compressor has been calibrated and passed the internal testing.
- The Fire department has prepared the airboat and will operate the airboat as the ice goes out for training.

KOTZEBUE FIRE DEPARTMENT SUMMARY
 "Treat it. Fight it. Make it Better."

March 2024

EMS Calls				
	April 2024	2024 Total	2023 Total	2022 Total
Total EMS Calls	94	410	1302	1343
Medevac Patient Transport	41	166	551	608
911 Response/Transport	40	163	548	575
Police Matter/Assist	0	3	0	5
Agency Mutual Aid	0	0	3	0
Non-Emergency Transport	7	26	43	49
Call Cancelled/No Patient Contact	3	10	35	52
Refusals	3	9	34	22
Human Remains Transport	0	32	58	29
False Call	0	0	0	1
EMS Rescue/Other Standby	0	1	4	2
Fire Calls				
	Apr 2024	2024 Total	2023 Total	2022 Total
Total Fire Calls	7	43	164	141
False Fire Alarm	3	20	56	56
Lockout/Public Assist	3	16	81	48
HazMat Incident	0	0	1	3
Rescue Operation	0	0	0	1
Building Fire	1	1	5	3
Vehicle Fire	0	1	1	5
Brush/Wildland Fire	0	0	1	2
Trash/Dumpster Fire	0	0	1	1
Investigation for Signs of Fire	0	0	11	7
Investigate for Hazardous Materials/HazMat	0	5	7	13
Unapproved Open Burn/Fire Extinguishment	0	0	0	2
Mutual Aid/Standby	0	0	0	0

MEDEVAC by Community 2024													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Ambler	1	3	1	0									5
Buckland	5	4	2	5									16
Deering	0	0	0	2									2
Kiana	0	0	4	1									5
Kivalina	0	2	5	5									12
Kobuk	0	0	1	0									1
Kotzebue	15	1	7	8									31
Noatak	4	5	7	8									24
Noorvik	3	3	6	5									17
Point Hope	3	10	7	0									20
Selawik	3	4	4	4									15
Shungnak	1	3	4	3									11
Outside	1	3	3	0									7
Unavailable													0
Total	36	38	51	41	0	0	0	0	0	0	0	0	166

City of Kotzebue - Parks and Recreation

May 2024 Report

1. STAFF: Parks and Recreation consists of a Director, Assistant Director, Program Coordinator, and an attendant. The Assistant Director is currently out on maternity leave but is expected to return to work at the end of May. At any given time, we are at 25-75% staffing level.

2. FACILITIES:

- a. Youth Center Boiler Room Repair: Due to moisture issues brought on by temperature changes, the boilers are sinking into the boiler room floor. Boilers will need to be removed and the floor repaired this summer. Parks and Recreation Department and Public Works Department are collaborating on a plan to hire a contractor to conduct these repairs.
- b. Replacement Swings: New swing saddles and toddler seats and chains are being ordered for the playgrounds.
- c. Harbor Dock Upgrades/Repairs: Parks and Recreation is currently coordinating harbor improvements. A contractor has been selected and materials have been ordered to support fabrication of ramp extensions.
- d. Harbors owned and operated by Alaska's cities and boroughs will be required to install safety ladders usable by someone who falls into the water. On 8 May, the Alaska Senate approved House Bill 345, which requires the ladders in all harbor projects that receive money from the state's harbor facility grant fund.
- e. The Youth Center has been booked many weekends and occasionally with multiple renters on the same day.
- f. The Cain building is now available for Parks and Recreation use. The Parks and Recreation Advisory Committee is considering the best uses of funds for future facilities.

3. Programs:

- a. Armory: The Armory gym is under normal operations.
- b. Toddler Time: Toddler Time continues Tuesdays and Thursdays from 10:00-11:30 am. Both Nikaitchuat School and individual parents / toddlers participate with about an average of about 16 children each session for May.
- c. Open Gym (School): Open Gym time re-opened and continues with high participation.
 - Sunday, 6:00 PM – 9:00 PM (Open)
 - Monday, 8:00 PM – 10:00 PM (Open)
 - Tuesday, 8:00 PM – 10:00 PM (B League ONLY)
 - Wednesday, 8:00 PM – 10:00 PM (Open)
- d. Memorial Day is scheduled for Monday, 27 May 2024. The parade begins at 10 AM (meet at 9:30 AM).
- e. July 4th Celebration is currently being planned. The first planning meeting occurred on 22 May 2024.

April 2024

Arctic Spirits Manager's Report

To: Tessa Baldwin – City Manager

CC: Chelsea Sieh, Rosie Hensley

From: Jamie Lambert, Arctic Spirits Manager

Date: May 2, 2024

Re: Arctic Spirits Manager's report and monthly recap comparison.

The following is a calendar recap for April 2023 as compared to April 2024.

Total revenue collected in April of 2023 was \$252,349.05, compared to \$273,376.34 in April of 2024. This is an increase of \$21,027.29 or almost 8% more revenue than last year. There were 23 sales days in April of 2023 and 25 sales days in April of 2024. In April of 2023 we had to close for 2 days due to a break-in at the store.

In April of 2023 we had 4,877 customers compared to 5,061 in April of 2024. This is an increase of 184 customers. The average sale in April of 2023 was \$51.74 compared to \$54.02 in April of 2024 or an average of \$2.28 more spent per customer this year compared to last year.

Cigarette sales in April of 2023 were \$4,543.93 as compared to \$5,580.34 in April of 2024. This is an increase of \$1,036.41 in tobacco sales compared to this time LY.

The Delivery Site 6 logged transactions.
The number of 10-day permits issued was 159.
The number of 30-day permits issued was 11.
The number of 90-day permits issued was 2.
The number of 180-day permits issued was 5.
The number of one-year permits issued was 64.

At least 2 permits were newly suspended or revoked due to background checks, public intoxication reports, and COR/judgement paperwork sent from the jail. We received over 20 COR/judgements to update in our system.

Inventory for April 2024 has been completed and filed.

Please feel free to contact me if you have any questions,
Jamie Lambert - Arctic Spirits Store Manager
(907)442-4000 or (907)412-0747



P.O. Box 46

Kotzebue, Alaska 99752

City Hall (907) 442-3401

Police Dept. (907) 442-3351

Fire Dept. (907) 442-3404

Public Works (907) 442-3401

**Human Resources/Public Relations City Council Report
Monday, May 20, 2024**

New Hires			
<i>Name</i>	<i>Department</i>	<i>Position</i>	<i>Perm/Temp</i>
Andrew Lie	Public Works	Line Maintenance Operator	Permanent
Gayle Ralston	Public Works	Streets Operator	Temporary
Alexander Jones	Public Works	Pump Crew Laborer	Temporary
Ethan Shayen	Public Works	Pump Crew Laborer	Temporary
William Vonscheerschmidt	Public Works	Pump Crew Laborer	Temporary
Michael Gudmundson	Public Works	Pump Crew Laborer	Temporary
Lorin Downing	Regional Jail	Corrections/Dispatcher	
Henry Sherman	Public Works	Pump Crew Laborer	Temporary
Zachary Stiney	PS/DS	Retail Sales Associate	Temporary

Transfers and Promotions		
<i>Name</i>	<i>From</i>	<i>To</i>
Jim Beasley	Refuse Operator	Refuse, Baler, and Collection Supervisor

Resignations		
<i>Name</i>	<i>Department</i>	<i>Position</i>
Allen Tolbert	Regional Jail	MCO
Faitafa Leafa	Finance	Administrative Assistance
Isaac Peacock	Refuse Operator	Public Works
Ethan Shayen	Pump Crew	Public Works
Bobby Simeon	Assistant Manager	PS/DS

End of Probation		
<i>Name</i>	<i>Department</i>	<i>Position</i>
David Barger	Public Works	Refuse Helper
Charlie Santos	Admin	Office Assistant
Mona Norton	Finance	Accts. Payable Assistant
Rachel Belamour	Admin	Human Resources
Gem Belamour	Planning	City Planner

Active Job Postings		
<i>Job Title</i>	<i>Department</i>	<i>Full-Time/Part-Time</i>
Police Officer	Police Department	Regular/Full-Time
911 Dispatcher	Police Department	Regular/Full-Time
EMS/FIRE: First Responder	Fire Department	Regular/Full-Time

Flex EMS/Fire: First Responder	Fire Department	Regular/Full-Time
Accounts Receivable Clerk	Finance Department	Regular/Full-Time
Administrative Assistant	Finance Department	Regular/Full-Time
Arctic Spirits Assistant Manager	Arctic Spirits	Regular/Full-Time
Harbor Master	Parks & Rec	Seasonal/Full-Time
Harbor Attendant	Parks & Rec	Temporary/Full-Time
Line Maintenance Operator	Public Works	Regular/Full-Time
Refuse: Landfill Supervisor	Public Works	Regular/Full-Time
Refuse Equipment Operator	Public Works	Regular/Full-Time
Temporary Laborers	Public Works	Temporary/Full-Time

Key Accomplishments/Ongoing items:

Human Resources

1. **New Hire Paperwork and Onboarding:** Completed paperwork and onboarding for new hires, ensuring compliance with city policies and smooth integration into their roles.
2. **Continuation of Process Implementation and Improvement:** Implemented resignation form, transfer request form, end of probation process, etc.

Public Relations

1. **Social Media Management:** Continually updating and monitoring the city’s social media platforms -around 35 posts.
2. **Point of Contact:** In contact with KOTZ regularly to give updates for the City as well as being the point of contact for questions they may have.

Future Plans:

Human Resources

1. Plan to take over the management of insurance and benefits from the payroll department to ensure a more comprehensive and HR-focused approach.

Public Relations

1. Create calendar and base PSAs for quicker posting and turnaround time.



P.O. Box 46
Kotzebue, AK 99752

Phone: (907) 442-3401
Fax: (907) 442-2155

05/24/24

Planning Director: May RCCM Report

- I. Swan Lake Loop Disaster
 - a. Homes' Water/Sewer update
 - i. 139 Homes on Swan Lake Loop with water/sewer services
 - ii. 6 Homes with frozen water service lines
 - iii. 2 Homes with frozen sewer service lines
 - iv. The frozen service lines at these homes are due to internal plumbing issues that cannot be resolved through city staff.
 - b. Three assistance programs available to effected homes on Swan Lake Loop:
 - i. Public Assistance (PA)- Waiting to put out RFP for repair work until ground thaws.
 - ii. Individual Assistance (IA)- Deadline to apply 05/27/24
 - iii. Small Business Administration (SBA) Economic Injury Disaster Loan (EIDL). Did NOT get activated.
 - c. **Goal:** Assist in the recovery and future prevention of water loop related disasters and malfunctions to provide City of Kotzebue residents with safe reliable water and sewer services.
- II. Disposal of City-owned Property through sale to Native Village of Kotzebue (NVOK)
 - a. First public hearing on ordinance 05/02/24.
 - b. Second public hearing to happen 05/24/24.
- III. Permits
 - a. Building permits
 - i. 1 pending
 - b. Moving permits
 - i. None
 - c. Excavation permits
 - i. 1 pending
 - d. Variance Requests
 - i. 1 pending
 - e. Tidelands permits
 - i. None
 - ii. Created application and agreement forms.

- IV. Hazards Mitigation Plan (HMP) Update
 - a. Working on update with DOWL and project team.
 - b. Four public meetings held during public comment period.
 - c. 04/01/24 entered draft phase of HMP update.
 - d. Stakeholder meeting scheduled for 05/20/24
 - e. Draft HMP scheduled to be finished by 06/30/24
 - f. **Goal:** Update the current City of Kotzebue HMP to aid in the mitigation of new and current hazards faced by the City of Kotzebue.

- V. CAIN Building update
 - a. City Council has accepted recommendation from Planning Commission to utilize the building as a recreation center.
 - b. Planning Department is working with DOWL Engineering Services and Parks and Recreation Department to procure funding and begin planning and development for renovations.
 - c. **Goal:** Utilize the CAIN building in such a way that is beneficial to well-being and health of City of Kotzebue residents.

- VI. City Zoning Project
 - a. Rough timeline and background presented to Planning Commission.
 - b. Work Group will be created at June Planning Commission Meeting.
 - c. **Goal:** Establish zoning districts within the City of Kotzebue to protect past, present, and future residential land use, while still allowing for the reasonable operation of already established commercial/industrial entities.