



**CITY OF KOTZEBUE  
NOTICE**

**MAYOR GAYLE RALSTON HAS SCHEDULED THE  
INTRODUCTION AND PASSAGE OF  
EMERGENCY ORDINANCE 18-04**

**An "Emergency Ordinance pursuant to Kotzebue  
Municipal Code ("KMC") 1.12.050 Adding Chapter  
7.02, 'Local Beverage Control Board Designated as  
Local Regulatory Authority' to KMC Title 7,  
Marijuana, pursuant to Alaska Statutes Title 17,  
Chapter 38, The Regulation of Marijuana, to be  
effective immediately upon passage."**

**DURING THE REGULAR MEETING OF THE  
KOTZEBUE CITY COUNCIL  
*June 21, 2018 at 5:15 P.M.***

\*\*\*\*\*

\*\*\*\*\*

**THE PUBLIC IS INVITED TO ATTEND**

For further information or a copy of this ordinance  
contact the City Clerk's Office at 442-3401

Posted: 06-15-18  
USPO  
AC Store  
City Hall

**CITY OF KOTZEBUE  
REGULAR CITY COUNCIL MEETING  
CITY HALL CHAMBERS  
June 21, 2018  
AGENDA**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. INVOCATION**

**Pastor Phil Greene, Church of God  
Pledge of Allegiance**

**IV. ADOPTION OF THE AGENDA**

**V. ADOPTION OF MINUTES**

**May 17, 2018 regular meeting minutes  
May 31, 2018 special meeting minutes**

**VI. CORRESPONDENCE**

**VII. CITIZENS COMMENTS**

**VIII. UNFINISHED BUSINESS**

**IX. NEW BUSINESS**

- a. Appointment of the Local Beverage Control Board (LBCB) as the Local Regulatory Authority (LRA) for the City of Kotzebue**
- b. Introduction of and First Public Hearing - Ordinance 18-04: an Emergency Code Ordinance pursuant to Kotzebue Municipal Code (KMC) 1.12.050 adding Chapter 7.02 'Local Beverage Board designated as Local Regulatory Authority' to KMC Title 7, Marijuana, pursuant to Alaska Statutes Title 17, Chapter 38, The Regulation of Marijuana, to be effective immediately upon passage**
- c. Resolution 18-38: a resolution of the City Council of the City of Kotzebue adopting Service Fees, Rates and Charges for the FY2019 Budget**
- d. Resolution 18-39: a resolution of the City of Kotzebue adopting an Organizational Chart for the City of Kotzebue**
- e. Resolution 18-40: a resolution of the City Council of the City of Kotzebue authorizing the City Manager, or his designee, to execute a Contract with the State of Alaska Department of Corrections for the operation of the Kotzebue Regional Jail for the period beginning July 1, 2018 through June 30, 2019 in the amount of \$982,050.00**
- f. Awarding of 2018 Scholarship: High School Graduate and Returning Students Scholarships to Kotzebue High School Graduates**

**X. CITY MANAGER'S REPORT**

**XI. COUNCIL MEMBERS COMMENTS**

**Seat C: Matthew Tekker**

**Seat A: Eugene Smith**

**Seat B: Lewis Pagel**

**Seat F: August Nelson, Sr.**

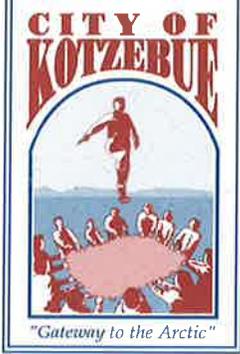
**Seat G: Johnson Greene**

**Seat E: Sandra Shroyer-Beaver**

**Seat D: Gayle Ralston**

**XII. EXECUTIVE SESSION**

**XIII. 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  
CITY COUNCIL MEETING  
MINUTES  
CITY COUNCIL CHAMBERS  
May 17, 2018**

**I. CALL TO ORDER**

Mayor Gayle Ralston called the meeting to order at 5:16 p.m.

**II. ROLL CALL**

In attendance were: Mayor Ralston, Vice-Mayor Lewis Pagel, who appeared telephonically; Councilors: Johnson Greene, Matthew Tekker, August Nelson, Sr., Sandra Shroyer-Beaver and Eugene Smith.

A quorum was established.

The excusal request from Sandra Shroyer-Beaver for the April 19, 2018 meeting was reviewed.

**A motion was made by Councilor Smith, seconded by Councilor Nelson to approve the excusal request from Councilor Beaver.**

**The motion carried unanimously by voice vote.**

**III. INVOCATION/PLEDGE OF ALLEGIANCE**

Assembly of God Associate Pastor's spouse, Sonia McCabe provided invocation.

The Pledge of Allegiance was recited.

**IV. ADOPTION OF THE AGENDA**

**The amended agenda was reviewed.** City Manager Bill Reich stated that there were no changes.

**A motion was made by Councilor Nelson, seconded by Councilor Beaver to adopt the amended agenda as read.**

**The motion passed unanimously by voice vote.**

## **V. ADOPTION OF MINUTES**

The minutes of April 19, 2018 were reviewed.

**A motion was made by Councilor Smith, seconded by Councilor Greene to adopt the minutes of April 19, 2018 as read.**

**The motion carried unanimously by voice vote.**

## **VI. CORRESPONDENCE**

City Manager Bill Reich directed the council to the letter of objection to applicant L&A Cannabis, LLC addressed to the Alcohol and Marijuana Control Board and provided to the council by Cushla Thompson. He mentioned the article entitled Marijuana, a new industry, copied for the council from the Alaska Economic Trends magazine. Mr. Reich noted that the Northwest Arctic Borough sent information to the council discussing the Establishment of a Public Safety Commission and the code adopted by the Assembly relating to it. He stated that Federal Lobbyist Steve Silvers provided his report. Mayor Ralston stated that he is interested in serving on the Borough Public Safety Commission as an elected official.

## **VII. CITIZENS COMMENTS**

Henry Goodwin stated that his dad contacted the city manager requesting that the snow that the city has been piling up in the lagoon area where his father lives be pushed out as it is melting and there is a lot of water around their property. Mr. Goodwin stated that he went to talk to Public Works Director Dennis Jennings about the concern and nothing has been done in the area yet. He reminded everyone that it is also affecting the boat launch area that people use. City Manager Reich stated that the Komatsu machine is being repaired and it is the one that operators will use in that area.

Shylena Monroe-Lie distributed copies of photos taken of the Steve Stein property next door to her home. She stated that the smell from the debris laying in that yard is becoming unbearable and it happens every year. Sewer is dumped on the road. Ms. Lie said that Kotzebue Police Department, in the past, put lime on the streets. She stated that there are dead carcasses in the yard. Ms. Lie stated that she has a ten year old and a one year old son whom she wants to allow to play out but the condition is hazardous and unhealthy. Mayor Ralston stated that the City Manager will get the matter resolved. He asked City Attorney Joe Evans

what else the City could do to alleviate the problem. Mr. Evans informed the council that the City can issue a Public Nuisance Order and he will work with the City Manager to develop a cease and desist letter. Councilor Beaver said that there is even trash on the road. Mr. Evans stated that the City has the pictures of the situation and he will base the letter on them.

Sonia McCabe, Parks and Recreation Director, stated that she is before the council to mention information she left out of her report. Councilor Smith stated that an e-mail was sent out in regard to it all. Ms. McCabe informed the council that she wants to provide more programs to the community from her department including: she is working with the Boys and Girls Club to extend the Youth Center hours to provide teen and youth programming. Ms. McCabe said evening hours at the center include Yoga and Tai-Chi and those programs will need to be relocated. She mentioned that she spoke to City Manager Reich about making improvements at the Rec Center upstairs area where the Boys and Girls Club was located at one time and change it to a multi-purpose room. City Manager Reich stated that there were plans to put in a conference room upstairs and the Bar and Grille downstairs. Mayor Ralston stated that he liked the activities listed for this summer especially boxing. Councilor Tekker mentioned that the space upstairs needed renovation. Councilor Smith asked what repairs were needed. Ms. McCabe stated that repairs were minor. Rubber matting would be needed for various activities. Councilor Beaver asked about liability. City Attorney Joe Evans stated that the Alaska Municipal League/Joint Insurance Association contract takes care of liability. Councilor Smith asked Ms. McCabe to list of what needs to be prepared for the City Manager.

Ryan Cassidy introduced himself as a candidate on the ballot for City Council last year. He stated that he appeared before the council to bring its attention to the city website. Mr. Cassidy said that there have been many changes to the website including updated minutes, lists of elected and appointed officials and he gives city staff the credit for them. He asked that current information be put on the website including contact information for United States Senator Dan Sullivan and Lisa Murkowski as well as United States Representative Don Young. Mr. Cassidy said that the website still lists Benjamin Nageak as State Senator for this area and reminded everyone that John Lincoln is in that position. He stated that there is no information on Senator Donald Olson. Mr. Cassidy said there is no information on elections. Councilor Smith asked who maintains the website. Parks and Recreation Director Sonia McCabe stated that she is making improvements to it.

Thomas Baker stated that he wants to start a boxing program in the upstairs area of the Recreation Center. He said he is a licensed boxing coach through USA Boxing at Level One (1). Councilor Smith asked Mr. Baker if he needed a ring for participants. Mr. Baker said a ring would help but is not needed. He said he might be able to obtain some equipment with Ms. McCabe's assistance. Ryan Cassidy asked what size ring would work. Mr. Baker said one 12x12 and/or one 12x24 would be sufficient. Mayor Ralston mentioned that there are liability issues and release of information would be needed. Mr. Baker informed the council that it would be his liability.

## VIII. UNFINISHED BUSINESS

There was no Unfinished Business.

## IX. NEW BUSINESS

### a. **Proposed Land Transaction – Maniilaq Association: Charlie Nelson**

Charlie Nelson, Vice-President of Maniilaq Association informed the council that he was present to get a discussion of interest going on a proposed land transaction between the City and the association. He stated that the association wants to construct on Allied Health Center on the lot it owns at the corner of Ted Stevens Way and Caribou Drive. Mr. Nelson identified Tract 9 USS 2645, block 15, lot 1B located immediately east of the Maniilaq IT building, the Kotzebue IRA office complex and Nikaitchuat school as the proposed building site. He stated that Maniilaq is requesting that the City of Kotzebue meet with Maniilaq staff for it to acquire the triangle shaped sliver of land from the Caribou Drive right-of-way such that is lot 1B, Block 15, Tract 9, USS 2645 and involves approximately 34,000 square feet. After a question and answer period, the City Council directed the administration to begin formal discussion with Maniilaq Association for the proposed acquisition pursuant to applicable sections of Chapter 3.12 of the Kotzebue Municipal Code. The council directed that the formal proposal be brought back to it for review and possible approval by it.

### b. **Introduction and First Public Hearing: Ordinance 18-03: a non-code ordinance making appropriations for the City of Kotzebue for Fiscal Year beginning July 1, 2018 and ending June 30, 2019**

Mayor Ralston stated that the ordinance needs to be introduced and a public hearing needs to be held on the budget. He further stated that the council needs to hold a work session to discuss it.

Councilor Smith asked if the budget information presented to the council includes the 4% cost of living allowance that was discussed at the recent council retreat. Dara Otness, Finance Director, stated it is included in the budget. She further stated that a discussion needs to be held on the 10% vacancy factor the council mentioned at the retreat because there could be an impact for employees who are in salaried positions. A discussion ensued. City Attorney Joe Evans reminded everyone that the FY-19 budget needs to be passed for June 15, 2018.

**A motion was made by Councilor Greene, seconded by Councilor Nelson to introduce Ordinance 18-03.**

The roll call vote was:

Matthew Tekker	yes	August Nelson	yes
Eugene Smith	yes	Gayle Ralston	yes
Lewis Pagel	yes	Johnson Greene	yes
Sandra Beaver	yes		

**The motion carried unanimously.**

**Mayor Ralston set the First Public Hearing on Ordinance 18-03 for May 31, 2018 at 5:15 p.m.**

**Mayor Ralston set the work session on Ordinance 18-03 for May 24, 2018 at 5:15 p.m.**

**c. Resolution 18-34: A resolution of the City of Kotzebue requesting the City as a Project Lead for Water System Improvements**

Councilor Smith asked why the City needs to lead the project. City Manager Reich informed the council that the Alaska Native Tribal Health Consortium (ANTHC) requested the city's involvement due to the size of the improvements. Mayor Ralston mentioned that the Water Treatment Plant needs replacing. Councilor Smith stated that the improvements will benefit the water system.

**A motion was made by Councilor Greene, seconded by Councilor Nelson to adopt Resolution 18-34.**

The roll call vote was:

Matthew Tekker	yes	August Nelson	yes
Eugene Smith	yes	Gayle Ralston	yes
Lewis Pagel	yes	Johnson Greene	yes
Sandra Beaver	yes		

**The motion passed unanimously.**

**d. Resolution 18-35: a resolution of the City Council of the City of Kotzebue establishing June 23-30, 2018 as June Nelson Spring Cleanup and Beautification Week and authorizing the Waiver of Baler Building Fees for cleanup participants**

Councilor Smith asked about the Adopt-A-Block map taped to the table. The clerk informed the council that the map is setup on the table for organizations and businesses to review and decide what areas the employees can assist with the citywide cleanup effort. She stated that one organization has made arrangements with its staff to clean a large area. The goal is to remove debris and garbage throughout the City. Councilor Tekker stated that the City should consider a once a month large item pickup to remove junk that has sat around for a long time. Councilor Smith reminded everyone that at one point the City held a Fall cleanup event. Councilor Nelson stated that the City needs to get a hold of Fish and Game to get control of crows that hang around the baler building and get into garbage. Councilor Beaver said that the city needs to have a harsh ordinance that can be enforced with residents who do not make certain their garbage is secure and birds cannot get into it. She stated that there are a lot of vehicles in yards that are inoperable and should be moved out. Ryan Cassidy reminded everyone of how the city was cleaned up before the President of the United States Barack Obama visited. Councilor Nelson stated that the cost for removal of vehicles is too high for some residents to pay. Mayor Ralston stated that some of the garbage is related to the winds and storms the city experiences. He said that the stores need to quit using plastic bags and go back to paper ones as they are making an unsightly mess. A discussion was held in regard to debris in yards, plastic shopping bags and people not making sure their trash is in the garbage containers.

**A motion was made by Councilor Smith, seconded by Councilor Beaver to adopt Resolution 18-35.**

The roll call vote was:

Matthew Tekker	yes	August Nelson	yes
Eugene Smith	yes	Gayle Ralston	yes
Lewis Pagel	yes	Johnson Greene	yes
Sandra Beaver	yes		

**The motion passed unanimously.**

**e. Awarding of 2018 Scholarships to Kotzebue High School Graduates**

Mayor Ralston stated that he is in favor of awarding each applicant the same amount that graduates received last year which was \$500.00. Councilor Tekker stated that action on the awards needs to be tabled until after an executive session.

**A motion was made by Councilor Smith, seconded by Councilor Tekker to table the awarding of scholarships until after the executive session.**

The motion carried with Vice-Mayor Pagel voting nay.

- f. **Resolution 18-36: a resolution of the City Council of the City of Kotzebue authorizing the City Manager, or his designee, to enter into an Agreement with URESCO Construction Materials in the amount of \$52,011.29 for chemicals and an additional 10,00 more pounds of soda ash for the City-owned and operated Water Plant for FY2019**

A motion was made by Councilor Smith, seconded by Councilor Greene to adopt Resolution 18-36.

The roll call vote was:

Matthew Tekker	yes	August Nelson	yes
Eugene Smith	yes	Gayle Ralston	yes
Lewis Pagel	yes	Johnson Greene	yes
Sandra Beaver	yes		

The motion carried unanimously.

## X. CITY MANAGER'S REPORT

City Manager Bill Reich referred the council to his written report. He mentions the snow melt around the city and how residents are calling him and/or stopping him discussing their concerns in regard to potholes, water on the streets and in yards. Mr. Reich said that after the roads dry out there will be concerns about the dust. He stated that when it rains potholes will be of concern. Mr. Reich reported that Ed Garoutte has been hired as the City Planner. He thanked Eric Swisher, who has indicated he is retiring as Chief of Police, for his years of service to the city in the department. Mr. Reich noticed the council that Nicole Stoops of the Kotzebue IRA informed him that the IRA will provide the \$100,000 for the matching grant. He stated that with Jason Miles time as in-kind the donation is going to make the Safe Routes To School project happen. In Mr. Reich report, he states that he and Public Works Director Dennis Jennings checked the sewer cells. There was no indication of any overflow so cells one and two may not have to be pumped into three. He reported that in checking Ted Stevens Way, below the OTZ cell tower, a frozen culvert was discovered. Mr. Reich stated that Streets and Line Maintenance were able to open the culvert to allow for drainage and the situation was resolved before the road was damaged. While Streets and Maintenance were in the vicinity working on the problem, the road was closed. He thanked the Streets, Line Maintenance, and Refuse Departments for responding to the emergency in that area. Mayor Ralston stated that every department provided good reports. Mr. Reich informed the council that he did not

get to review the staff reports because he had to leave for Anchorage for a few days.

## **XI. COUNCIL MEMBERS COMMENTS**

**Seat C: Matthew Tekker:** Councilor Tekker thanked the police and fire departments to the quick response to the recent house fire. He stated that he appreciated their effort to get the fire under control. Councilor Tekker thanked Chief Swisher for his service to the community. He mentioned that with the snow removal there are still puddles and he asked how many people are involved in the effort to pump areas that are overflowing with water. City Manager Reich stated that there are two people who are maintaining the pumps. Public Works Director Dennis Jennings that pumping is ongoing from 9 a.m. to 9 p.m. daily and efforts are made to remove water where needed. He reminded everyone that there was an unprecedented amount of snow fall and the City is fortunate to have had several entities with heavy equipment assist in removing snow. Councilor Tekker asked about the problems with lift stations. Mr. Jennings said that seven and eight lift stations issues have been addressed. Councilor Tekker stated that he appreciated Officer Cox's assistance to the Arctic Care military group that was here recently.

**Seat A: Eugene Smith:** Councilor Smith compliment the Fire and Police Departments for their fast response to the fire near his home recently. He stated that the streets are beginning to dry out and he is concerned with the road near the old Wein Hotel right after the pavement that needs repair. Councilor Smith wished everyone a good spring.

**Seat B: Lewis Pagel:** Vice-Mayor Pagel stated that he is glad to hear that the lift stations have been fixed. He said that the budget needs to reflect funding for pumping equipment. Vice-Mayor Pagel stated that he did not want anyone putting any more snow in the Swan Lake Boat Harbor. He said he does not want the city to be dredging it again because of the piles and debris involved in the snow being hauled there.

**Seat F: August Nelson, Sr.:** Councilor Nelson informed everyone that two young guys setup pumps in the area where his residence is located near the home of Tiny Hoffman and people had to wear rubber boots and were complaining about all the water in the area. He stated that when someone asked the pump crew why they setup the pumps the way they did, one of them responded with Enoch Shieldt, Sr. told us how to do it. Councilor Nelson requested that the pump crew be given guidance on where to install pumps to drain water from property. Public Works Director Jennings informed the council that the crew has several years of experience with pumping water.

**Seat G: Johnson Greene:** Councilor Greene stated that now that school is out curfew needs to be enforced. Mayor Ralston stated that even with the enforcement of curfew as long as the kids are on their property nothing can be done about them. Councilor Smith stated that he supports Vice-Mayor Pagel's statement about the snow dumping at the boat harbor. He said there could be a lot of gravel in the snow. Mayor Ralston said that this is the first winter in several

years that there has been so much snowfall. City Manager Reich informed the council that there was so much snow it was difficult to keep it pushed out and there seemed to be no other place to dump it. Councilor Greene mentioned all the abandoned buildings that homeless people are using on Front Street and requested that the city do something with the situation. City Attorney Joe Evans informed the council that without the homeowners consent to demolish the buildings the city cannot intervene. Councilor Greene asked what age kids can be to drive vehicles. City Attorney Joe Evans stated that the age limit is 16 years and a driver's license is required for all operators.

**Seat E: Sandra Shroyer-Beaver:** Councilor Beaver requested that the administration respond to Cushla Thompson's letter. City Attorney Joe Evans stated that he will respond and also notify her of the meetings that are scheduled to discuss marijuana. Councilor Beaver thanked Eric Swisher for his years of service with the police department wishing him well in his future endeavors. She stated that she is pleased with the efforts to remove snow and water from properties.

**Seat D: Gayle Ralston:** Mayor Ralston requested that a Public Service Announcement be written to remind operators of vehicles that they must be licensed. He commended the fire department for its assistance when he locked himself out of his vehicle. Mayor Ralston stated that road improvements are being made even with the bad conditions the streets are in right now. He further stated that funds for equipment need to be sought and perhaps the Village Improvement Committee with the borough could be approached for monies.

## **XII. EXECUTIVE SESSION**

**A motion was made by Councilor Tekker, seconded by Councilor Nelson to go into executive session to discuss matters that tend to prejudice the reputation and character of any person and to discuss matters the immediate knowledge would have an adverse effect upon the finances of the city.**

**The motion passed unanimously by voice vote.**

The council went into executive session at 6:50 p.m.

The meeting reconvened in open session at 7:17 p.m.

## **IX. NEW BUSINESS**

### **e. Awarding of 2018 Scholarships to Kotzebue High School Graduates**

Mayor Ralston stated that the council will be awarding scholarships to: Payton McConnell who will attend the University of Oregon; Eric Johnson who will go to the University of Alaska in Anchorage; Cassidy Kramer who will attend Colorado Christian University; Caitlin Conwell who will go to the University of

Alaska in Anchorage and Angela Simmons who will attend the University of Alaska in Anchorage.

**A motion was made by Councilor Smith, seconded by Councilor Beaver to award scholarships in the amount of \$500.00 to each of the five graduates that applied for one from the City.**

**The motion carried unanimously by voice vote.**

**NO FURTHER BUSINESS.**

#### **XIV. ADJOURNMENT**

**A motion was made by Councilor Smith, seconded by Councilor Beaver to adjourn.**

**The motion passed unanimously by voice vote.**

The meeting adjourned at 7:18 p.m.

Respectfully submitted,

---

Linda B. Greene  
City Clerk

Accepted by:

---

Gayle D. Ralston  
Mayor



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  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
CITY COUNCIL CHAMBERS  
MAY 31, 2018**

**I. CALL TO ORDER**

Mayor Gayle Ralston called the meeting to order at 5:15 p.m.

**II. ROLL CALL**

In attendance were: Mayor Ralston, Vice-Mayor Lewis Pagel, Councilors: Sandra Shroyer-Beaver, Matthew Tekker, Eugene Smith, Johnson Greene and August Nelson, Sr.

A quorum was established.

**III. ADOPTION OF THE AGENDA**

**The agenda was reviewed.** There were no amendments to it.

**A motion was made by Councilor Smith, seconded by Councilor Beaver to adopt the agenda as read.**

**The motion carried unanimously by voice vote.**

**IV. NEW BUSINESS**

- a. First Public Hearing: Ordinance 18-03: a non-code ordinance making appropriations for the City of Kotzebue, Alaska for Fiscal Year beginning July 1, 2018 and ending June 30, 2019**

Mayor Ralston opened the first public hearing on the ordinance.

No comments were made.

Mayor Ralston closed the first public hearing on the ordinance.

**A motion was made by Councilor Greene, seconded by Councilor Beaver to adopt Ordinance 18-03.**

The roll call vote was:

Sandra Beaver	yes	Eugene Smith	yes
Matthew Tekker	yes	Gayle Ralston	yes
Lewis Pagel	yes	Johnson Greene	yes
August Nelson, Sr.	yes		

**The motion passed unanimously.**

- b. Resolution 18-37: a resolution of the City Council of the City of Kotzebue authorizing the City Manager, or his designee, to execute a Contract with Wilson Agency, LLC for medical, life, and accidental death and dismemberment insurance effective July 1, 2018**

**A motion was made by Councilor Greene, seconded by Councilor Nelson to adopt Resolution 18-37..**

The roll call vote was:

Sandra Beaver	yes	Eugene Smith	yes
Matthew Tekker	yes	Gayle Ralston	yes
August Nelson, Sr.	yes	Johnson Greene	yes
Lewis Pagel (private contractor)	abstain		

**The motion carried unanimously.**

**NO FURTHER BUSINESS.**

## **V. ADJOURNMENT**

**A motion was made by Councilor Smith, seconded by Councilor Nelson to adjourn.**

**The motion carried unanimously.**

The meeting adjourned at 5:20 p.m.

Respectfully submitted,

---

Carolyn Woodard  
Acting City Clerk

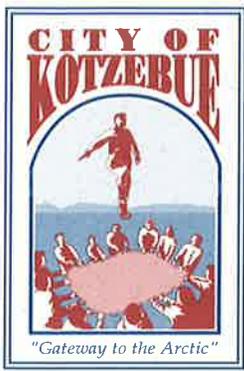
Accepted by:

---

Gayle Ralston, Mayor

IX. New Business:

- a. Appointment of the Local Beverage Control Board (LBCB) as the Local Regulatory Authority (LRA) for the City of Kotzebue



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  
LOCAL BEVERAGE CONTROL BOARD  
SPECIAL MEETING MINUTES  
CITY COUNCIL CHAMBERS

May 22, 2018

**I. CALL TO ORDER**

Vice-Chairman Hannah Atkinson called the special meeting to order at 5:17 p.m.

**II. ROLL CALL**

Present were: Vice-Chair Atkinson and Members: Shane Moberly Steve Van Slyke, Bradley Williams, Derek Haviland-Lie and Jon Gregg.

Not present was Chairman Dominic Ivanoff.

A quorum was established.

**III. INVOCATION**

A moment of silence was observed.

**IV. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

Vice-Chairman Atkinson thanked residents of Kotzebue for taking the time to be present at this meeting and stated that before the agenda is adopted, she wanted those present to identify themselves.

Residents present at the meeting included: Kalla Peacock, Cushla Thompson, Mahlon Uhi, Jr. and Andrew Nash.

**V. ADOPTION OF AGENDA**

The agenda was reviewed by the board. There were no changes to it.

**A motion was made by Member Moberly, seconded by Member Lie to adopt the agenda as read.**

The motion passed unanimously by voice vote.

**VI. PUBLIC COMMENTS: LBCB AS LRA FOR LOCAL MARIJUANA REGULATION**

Vice-Chair Atkinson informed everyone that the Local Beverage Control Board held a work session on marijuana ordinances and discussed the idea of becoming the Local Regulatory Authority (LRA) for the City of Kotzebue on May 16, 2018. The City Council asked the board to consider becoming the authority at its retreat in April 2018. Vice-Chair Atkinson stated that the board's structure is similar to the State of Alaska's Alcohol Beverage Control Board; now of which is also involved in local control of marijuana throughout Alaska. Cushla Thompson asked what information other cities have on marijuana. Vice-Chairman Atkinson stated that the board reviewed ordinances from other cities at the work session. Ms. Thompson asked about alternatives and who would a person talk to about them. Member Gregg stated that whatever board members decide will be discussed by the city council whom makes the final decision as the board is only advisory. He stated that State Statutes on Marijuana govern the rules and requirements. City Attorney Joe Evans stated that the city council makes the ultimate decision which will be based on Alaska State Statutes. Member Moberly said that the authority may be able control what businesses do but that the ultimate decision will be made by the city council. He stated that there are several individuals who have applied to open marijuana businesses in Kotzebue. Vice-Chair Atkinson stated that the authority could also review applicants' information. Mr. Evans stated that the authority could set hours, buffers and that type of rules for the business. Member Williams mentioned that businesses could sell edibles and other merchandise. Mr. Evans informed the board that there will be city ordinances that need to be adopted by the city council in regard to marijuana. He stated that revisions to the Kotzebue Municipal Code (KMC) will have to be made that will change the LBCB to the LRA. Member Van Slyke mentioned the Northwest Arctic Borough's ordinance and stated that it has several tax collection policies that are gray to him. Mr. Evans said the ordinance is gray to him as and he will be discussing the matter with the borough attorney. Mr. Evans mentioned that the borough excise tax on tobacco concerns him as well because it discusses credit but the city has not received any and has its own excise tax on the same product. Discussion ensued.

**VII. DISCUSSION AND VOTE ON LBCB AS LRA FOR LOCAL MARIJUANA REGULATION**

Vice-Chair Atkinson asked board members to individually give their opinion on whether or not he/she supported the Local Beverage Control Board becoming the Local Regulatory Authority and managing the marijuana matter.

**Member Moberly:** Member Moberly said that based on the results of the work session that the board had and discussion among the board then he supports becoming the LRA. He stated that the public needs to be given the choice of whether a marijuana business should be in Kotzebue and it could go to vote by the people at an election. Member Moberly stated that the decision should come from the community. He said the ordinance needs to be written to keep everything

under control and there will be lots of revenue from any store for the city. Member Moberly said it can be regulated and the board needs to become the regulatory.

**Member Lie:** Member Haviland-Lie stated that he agrees with Member Moberly. He further stated that the board can work together on the matter. Member Haviland-Lie said that if the board does not become the regulatory he wondered who will take on the responsibility. He reminded everyone that this board has established itself.

**Member Williams:** Member Williams thanked Cushla Thompson for her letter of concern regarding marijuana use. He stated that if there is public concern then the voters need to speak up by voting on the matter. Member Williams said marijuana needs to be regulated and he is concerned that it could be laced with other drugs. He stated that the businesses would benefit this community because of the taxes that can be collected.

**Member Van Slyke:** Member Van Slyke stated that marijuana is legalized by the State. He further stated that if it is not regulated locally then Juneau will be regulating it for the city and local control is needed. Member Van Slyke informed the board that as a nurse in the Emergency Room, he has seen little impact on the result of marijuana use in the area. It is alcohol that is more dangerous. He stated that the city needs to regulate this right way. Member Van Slyke said he is more concerned about hash usage here.

**Member Gregg:** Member Gregg stated that the city is way behind other areas because it has no structure regarding regulation of marijuana and there needs to be some transparency. He said it is good to have observers in attendance at meetings and residents who can provide input. Member Gregg stated that the board can make recommendations and could get veto power. He stated that he believes marijuana can be integrated with the LBCB if designed as the LRA. Member Gregg stated that decisions need to be made.

Vice-Chairman Hannah Atkinson asked the male who just arrived to identify himself for the record and make his comments to the board.

Claude Wilson, Jr. stated that he was present as an observer and wanted to listen to the discussion.

**Vice-Chairman Atkinson:** Vice-Chairman Atkinson stated that there has been a lot of discussion regarding the LBCB becoming the LRA. She said she feels it is a good idea to have the LRA with the LBCB. Vice-Chairman Atkinson stated that there is potential for public participation during the meetings. She reminded everyone that the board members are appointed by the city council. Vice-Chairman Atkinson stated that she is concerned with what the board will have to do as the LRA. She further stated that the right people from the community need to be reviewing all the regulations of the marijuana issue. Vice-Chairman Atkinson informed the board that she personally does not have the answers in regard to marijuana. As to the structure of the board, she stated that she believes it is the right way to take care of all the alcohol and marijuana matters.

City Attorney Joe Evans was asked if he had any statements to make to the board on the matter. Mr. Evans said he had no comments.

Vice-Chairman Atkinson stated that the board needs to decide, by motion, whether or not it wants to take on the responsibility of regulation of marijuana and become the Local Regulatory Authority for the City of Kotzebue and notify the council of its decision.

**Member Gregg moved that the Local Beverage Control Board for the City of Kotzebue be designated as the Local Regulatory Authority pursuant to the applicable Alaska Statutes for the regulation of marijuana and marijuana establishments. Member Williams seconded the motion.**

The roll vote was:

Derek Haviland-Lie	yes	Micheal Moberly	yes
Jon Gregg	yes	Bradley Williams	yes
Hannah Atkinson	yes	Steve Van Slyke	yes

The motion passed unanimously.

#### **VIII. SET DATE AND TIME OF NEXT MEETING**

Chairman Atkinson stated that the **next scheduled meeting of the board is set for June 11, 2018**. After a brief discussion, the board indicated there was no need to change the date.

#### **IX. MEMBER CLOSING REMARKS**

**Chairman Atkinson:** Chairman Atkinson stated that she felt comfortable taking on the responsibility as a member of the board as the Local Regulatory Authority. She stated that she was pleased to see some members of the community present as it shows there is public interest.

**Member Gregg:** Member Gregg thanked residents present for coming to the meeting.

**Member Van Slyke:** Member Van Slyke thanked those present for attending this meeting.

**Member Williams:** Member Williams thanked the people present for coming to the meeting.

**Member Lie:** Member Lie thanked the public present for coming to the meeting.

**Member Moberly:** Member Moberly thanked board members for their decision to become the Local Regulatory Authority. He stated that his decision is based on the information he has reviewed. Member Moberly reminded everyone that concerns from the residents need to be heard as the board will receive valuable input from them. He asked Arctic Spirits Manager Tom Atkinson if he had any comments.

Arctic Spirits Manager Tom Atkinson stated that the city is far behind other municipalities and it needs to get in front of the situation to mitigate it all. He said the city needs to hit the ground running.

NO FURTHER BUSINESS.

**A motion was made by Member Van Slyke, seconded by Member Moberly to adjourn.**

The motion passed unanimously by voice vote.

The meeting adjourned at 5:47 p.m.

---

Linda B. Greene  
Recording Clerk

**X. APPEALS**

Package Store Manager Tom Atkinson stated that there are no appeals for the board to review.

**XI. ARCTIC SPIRITS MANAGER REPORT**

Tom Atkinson, Arctic Spirits Manager, informed the board that since it has been unable to meet since June 2017 for various reasons he is going to provide highlights of events from then through December. He stated that a record number of new permits were sold in June due to many seasonal workers being in town. Sales from June through August 2017 were \$876,260 compared to the same time period in 2016 of \$810,644 which was a 7% increase over the previous year. Mr. Atkinson stated that City Council member Johnson Greene suggested that the package store be open extended hours during the summer and so the hours were 2 p.m. to 10 p.m. Monday through Saturday. In July three twenty (20) feet connexes were received that contained beer products. The staff were able to get those products into the store before the next barged arrived and before colder weather set in for the winter. He said that getting the beer here on the barge saved costs on transporting it to Kotzebue from Seattle and/or Anchorage. Mr. Atkinson reported that in August two pallets of products fell off the truck belonging to FBX and the city received reimbursement for the cost. School staff returned to the region for in-service and their presence brought in more revenue for the store while training was ongoing. He said that in September two twenty foot containers were delivered holding hard alcohol. The store hours were changed for the winter months open from 3 to 9 p.m. from Monday through Thursday and 2 to 10 p.m. on Friday and Saturday. Mr. Atkinson reported that long-time employee Phillip Gregg passed. Mr. Gregg was able to train staff on what he knew from working at the store so long. He said Jamie Lambert was trained and worked at the store for two years and is now Assistant Manager. Mr.

Atkinson reported that Marion Elam has been working at the store for two years while Louis Burnor has completed his first year there. In November 2017 Mr. Atkinson reported that NANA dividend checks helped increase sales. With the NANA and KIC checks the month of December saw huge sales. He stated that in calendar year 2017 sales were at \$3,294,309 compared to \$3,141,672 in calendar year 2016, a 5% percent increase or \$152,637. Mr. Atkinson reported that several projects were completed within the store that reduced heat loss and improvements were made to fix the bathroom where plumbing was an issue. Member Moberly stated that the bathroom area has been a concern and he is pleased that it is no longer an issue. Chairman Ivanoff asked for more details regarding the calendar year income. Mr. Atkinson stated that Finance Director Dara Otness is present to provide some details about it. Ms. Otness distributed the financial statement for the board to review. She stated that there is an increase in the sale of permits. Mr. Atkinson stated that no customers are having shipments sent through the delivery site. Member Gregg asked about the staffing status. Mr. Atkinson said that there was a seasonal employee up until September 2017. The individual is trained for the TAP requirement and it may be necessary to re-hire her this month. He stated that with Marion Elam being on leave because her dad is having open heart surgery and Jamie Gregg going to Minnesota for meetings, along with Dara Otness, there will be an employee gap. Ms. Lambert and Ms. Otness will be attending the Minnesota Municipal Business Association gathering in Alexandria. Ms. Otness informed the board that attending the association meeting will help with the bookkeeping requirements and audit for the city. Member Gregg stated that there are four package stores in Alaska. Mr. Atkinson said that the Kotzebue store is the most successfully run. He reminded everyone of the problems in the Bethel area where the store is now closed on Sundays. Member Gregg asked how Jamie Lambert's apprenticeship is going. Mr. Atkinson stated that she is doing extremely well and has managed the business when he is out of town. Member Gregg suggested that Ms. Lambert attend a board meeting.

## **XII. DISCUSSION – PERMIT SUSPENSION: DELINQUENT CITY ACCOUNTS**

Manager Atkinson stated Dara Otness is present to provide the board with financial data regarding delinquent city accounts and mentioned that other communities with municipal owned liquor establishments require customers to be current with utility accounts. Ms. Otness reported that delinquent accounts amount to approximately \$390,000 and the city is sending customers to collections. She said that the package store is budgeted to subsidize the general fund. Mr. Atkinson reminded the board that the 2016 petition discussed what the city is doing for the residents who live here. Member Gregg asked what the intent was of the group that developed the store. Member Moberly said that the LCB tried to be strict about issuing permits however the city council did not approve of the idea of not allowing people to purchase permits unless residents were current with their bills. He stated that residents had to prove residency and some used utility bills because their house numbers were on them. Member Gregg asked what Ingemar Mathiasson with the borough had in mind when he led the task force about people who owed the city money. Ms. Otness stated the suggestion was that customers should have their bills paid before they could purchase items from the store. She mentioned that rumor was the borough may be assisting residents in paying their bills however there is nothing in writing. Dara mentioned that the administration is hoping to get the loan the city has paid off within two years because one hurdle is the city cannot get matching grants until it is paid in full. Member Van Slyke mentioned that the youth center was constructed to support activities for the children.

Vice-Chairman Atkinson the board needs to recommend to the city council that the funds be used for community wellness projects such as funding the recreation department as was the intent.

### **XIII. DISCUSSION: LIQUOR COMMITTEE**

Store Manager Atkinson reported that he brought the Liquor Committee suggestion to the city council. He stated that the committee would serve as an advisory one to review the business operation for Arctic Spirits and possibly the Bar and Grille to follow practices established in the industry and privately owned establishments. The Committee purpose would be to ensure proper oversight and structures are in place for the city owned businesses to run efficiently and profitable. Mr. Atkinson stated that the committee will be composed of three individuals to include the City Manager, a City Council member and a board member from the Local Beverage Control. He said that it would meet monthly to review inventory, sales, gross and net profit, marketing ideas and promote strategies. Mr. Atkinson stated that it would also help with planning the annual budget, large expenditures such as barge orders, make plans for future growth and a new location for the facility. A discussion ensued and the consensus of the board is that the committee is needed for the business.

**A motion was made by Member Atkinson, seconded by Member Van Slyke to recommend to the city council that it adopt and implement the framework developed by Arctic Spirits management to form a Liquor Committee to ensure the transparency and profitability of the ongoing operation to make it a for profit enterprise operated under a municipal structure.**

**The motion carried unanimously by voice vote.**

### **XIV. BAR AND GRILLE UPDATE**

Tom Atkinson, Store Manager informed the board that Dara Otness with Finance will present this topic. Ms. Otness stated that there is no business plan for the Bar and Grille yet legal fees are being charged to the account as the attorney is consulting a chef to plan the menu. She stated that there is no safe building for the business as the recreation center floods and flooring and other structural issues are in need of repair. Ms. Otness suggested that the board recommended to the city council that it put the Bar and Grille idea on hold. Member Moberly stated that the building that housed E Z Mart is empty and there are kitchen equipment in it already setup. He further stated that the fire that occurred there did not cause a lot of damage to the structure. Member Moberly mentioned that if the city purchased it that is where the Bar and Grille could be located, and it would alleviate storage space problems ongoing for barge orders. He stated that there are two apartments in the building and the liquor store could be moved there as well. A discussion ensued. **The board unanimously recommends to the City Council of the City of Kotzebue that it suspend any further expenditures related to the development of the Bar and Grille until a comprehensive business and operational plan are developed for the project.**

### **XV. 2018 LBCB GOALS**

Mr. Atkinson stated that there are several goals that need to be aimed toward including improving financial reporting, the purchase of additional licenses POS for city administration, and the establishment of a Liquor Committee. He further stated that a firm decision needs to be made about the Bar and Grille. Member Moberly stated that the board needs to be more committed to the business and more meetings need to be held regarding it.

**XVI. SET NEXT MEETING DATE AND TIME**

Chairman Ivanoff set the next meeting for June 11, 2018.

**XVII. MEMBER CLOSING COMMENTS**

**VICE-CHAIRMAN ATKINSON:** Vice-Chairman Atkinson stated that she is pleased to have been chosen Vice-Chairman of the Board.

**MEMBER GREGG:** Member Gregg stated that he will do his best to provide the comments and motion in regard to the Bar and Grille and Liquor Committee.

**MEMBER VAN SLYKE:** Member Van Slyke stated that he is happy to be appointed to the board.

**MEMBER MOBERLY:** Member Moberly welcomed Steve Van Slyke as a board member. He stated that the Bar and Grille situation needs to be squared away and a firm decision on it is needed.

**CHAIRMAN IVANOFF:** Chairman Ivanoff thanked the board for its confidence in him as Chairman. He said that control in regard to the Bar and Grille needs to be addressed with the possibility of a new site in mind. Chairman Ivanoff stated that the idea of a Liquor Committee is a good one so that it can assist with the operation of the package store.

**NO FURTHER BUSINESS.**

**XIX. ADJOURNMENT**

A motion was made by Member Moberly, seconded by Member Gregg to adjourn.

The motion carried unanimously by voice vote.

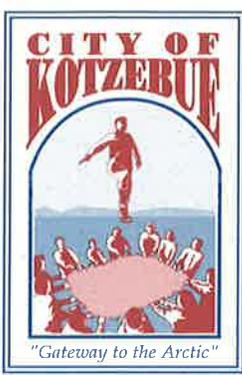
The meeting adjourned at 6:38 p.m.

Respectfully submitted,

---

Linda B. Greene

Recording Clerk



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

April 17, 2018

Dominic Ivanoff, Chairman  
Local Beverage Control Board  
City of Kotzebue  
Box 23  
Kotzebue, Alaska 99752

Dear Chairman Ivanoff, et.al.

At the City Council retreat last week, City Attorney Joe Evans presented information on Marijuana that several cities within the State of Alaska have adopted as part of their municipal code.

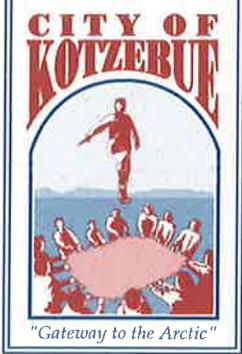
During the discussion, the council asked the administration to contact the Local Beverage Control Board (LBCB) to find out if its members would be willing to serve as the Marijuana Board on top of its current responsibility.

Please discuss this idea among yourselves at the your next meeting and respond to me accordingly.

Sincerely,

A handwritten signature in black ink that reads "Billy Reich". The signature is written in a cursive, slightly slanted style.

Billy Reich  
City Manager



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, ALASKA  
ORDINANCE NO. 18-04**

**ENTITLED: "AN EMERGENCY ORDINANCE PURSUANT TO KOTZEBUE MUNICIPAL CODE ("KMC") 1.12.050 ADDING CHAPTER 7.02 'LOCAL BEVERAGE CONTROL BOARD DESIGNATED AS LOCAL REGULATORY AUTHORITY' TO KMC TITLE 7, MARIJUANA, PURSUANT TO ALASKA STATUTE 17.38.210, TO BE EFFECTIVE IMMEDIATELY UPON PASSAGE."**

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

- Section 1.** This is a Code Ordinance.
- Section 2.** KMC 1.12.050(A) provides that the City Council may "[t]o meet a public emergency . . . adopt ordinances effective immediately. Every emergency ordinance shall contain a finding by the council that an emergency exists and a statement of the facts upon which the finding is based."
- Section 3.** KMC 1.12.050(C) provides that "[e]mergency ordinances are effective for sixty days."
- Section 4.** The voters of Alaska mandated and the Alaska Legislature enacted a comprehensive set of statutes and regulations regarding the growing, testing, manufacturing and selling of marijuana for personal use. That scheme provides for some measure of local control over marijuana through the establishment of a Local Regulatory Authority ("LRA").

**Section 5.** There are currently at least two applications pending before the Alaska Marijuana Control Office (“AMCO”) for approval of retail sales of marijuana within the city limits of Kotzebue. The present (and future) applicants are entitled to know the local requirements and local restrictions, if any, for such businesses in Kotzebue and a LRA needs to be established posthaste to that end.

**Section 6.** KMC 7.02.010, “Local Beverage Control Board Designated as Local Regulatory Authority,” a copy of which is attached hereto as Exhibit “A,” is hereby added to the Kotzebue Municipal Code.

**Section 7.** This Ordinance is effective immediately upon passage.

**ENACTED** this 21st day of June, 2018.

**CITY OF KOTZEBUE**

\_\_\_\_\_  
Gayle Ralston, Sr., Mayor

ATTEST:

[SEAL]

\_\_\_\_\_  
Linda B. Greene, City Clerk

ATTESTATION: I, Linda B. Greene, Clerk for the City of Kotzebue, hereby attest that the above Ordinance, No. 18-04, was duly presented to the Kotzebue City Council, duly published and that a valid public hearing was held and that it was duly enacted on June 21, 2018.

Published/Posted: 6/15/18

Introduction: 6/21/18

First Public Hearing: 6/21/18

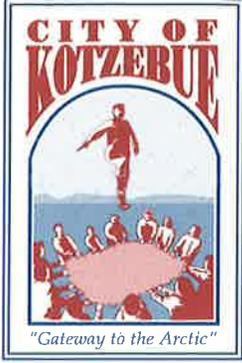
Passage: 6/21/18

Attachment:

Exhibit "A" -- New Section 7.02.010 of Title 7 of the Kotzebue Municipal Code [1 page]

**7.02.010 Local Regulatory Authority**

The Local Beverage Control Board, established and codified in Kotzebue Municipal Code Title 4, Alcohol, Chapter 4.01, Local Beverage Control Board (“LBCB”), is designated as the “local regulatory authority” as that term is used in Alaska Statutes, Chapter 17.38, The Regulation of Marijuana, 3 Alaska Administrative Code, Chapter 306, Regulation of Marijuana Industry and any other implementing legislation or rule making, within the corporate boundaries of the City of Kotzebue. (Ord. No. 18-04, § 6 (Exhibit A), 6-21-2018)



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  
RESOLUTION 18-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE  
ADOPTING SERVICE FEES, RATES AND CHARGES FOR THE FY2019 BUDGET**

**WHEREAS,** the City Council of the City of Kotzebue has previously adopted the City's FY19 Operating Budget; and,

**WHEREAS,** the City Council of the City of Kotzebue shall annually, by resolution, set the fees, rates and charges for City services that are not otherwise established by ordinance or other applicable law.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Kotzebue, hereby adopts the following list of fees, rates and charges for the FY19 fiscal year.

**CITY OF KOTZEBUE FY19 FEE SCHEDULE**

**Administration**

ACTIVITY	FEE	VALID PERIOD	COMMENTS
<b>Business License</b>	\$50.00	July 1-June 30	
<i>Business License Reprint</i>	\$10.00	July 1-June 30	
<i>Late Filing Fee</i>	\$25.00	July 1- August 31	Through February 1st
<i>Late Filing Fee</i>	\$50.00	September 1-June 30	Additional Fee March 1st and Later
<i>Failure to Display</i>	\$25.00	July 1-June 30	
<i>Special Event License</i>	\$25.00	July 1-June 30	Each Event
<b>Chauffeur Permit</b>		January 1-December 31	
<i>Operator Only</i>	\$10.00		Fee Per Permittee
<i>Fingerprints</i>	\$40.00		New Applicants Only
<i>Fingerprints</i>	\$10.00		Renewal

<i>Taxicab/Food Delivery Permit</i>	\$50.00	January 1- December 31	Per Vehicle (Required: Operator Information and Proof of Insurance)
<b>Sales Tax Rate</b>	6%		
<b>Tobacco License Fee</b>	\$100.00	January 1-December 31	
<b>Copy and/or Fax</b>	\$0.25		Per page
<b>Food Delivery Permit</b>	\$50.00	January 1-December 31	
<b>Map</b>	\$10.00		Each
<b>Notary</b>	\$5.00		Each
<b>Non-Sufficient Funds (NSF)</b>	\$30.00		Each
<b>Pin</b>	\$3.00		Each
<b>Drug Testing</b>	\$100.00		Each Occurrence
<b>Public Information</b>			
<i>Audio Recordings</i>	\$15.00		Each
<i>Copies of Documents</i>	\$0.25		Per page
<i>Copies of Drawings</i>	Actual Cost		Actual Cost of Copy
<i>Research/copying costs</i>	Actual Cost		Above five (5) hours

### Package Store

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Non-Residential Permit	\$40.00	180 Days	
	\$30.00	90 Days	
	\$20.00	30 Days	
	\$10.00	10 Days	
Resident Permit New	\$50.00	One Year	New Applicants Only
Resident Permit Renewal	\$25.00	One Year	Renewal
Pick up Fee	\$25.00	Each	
2 <sup>nd</sup> offense Admin Fee	\$200.00	Each	To renew permit after 2 <sup>nd</sup> PI offense
3 <sup>rd</sup> offense Admin Fee	\$300.00	Each	To renew permit after 3 <sup>rd</sup> PI offense

### Parks & Recreation – Fees

ACTIVITY	FEE	VALID PERIOD	COMMENTS
<b>Youth Center Facility Rental</b>	\$150.00	2 Hours	Setup/Cleanup during Valid Period
	\$250.00	4 Hours	Setup/Cleanup during Valid Period
	\$400.00	8 Hours	Setup/Cleanup during Valid Period
<i>Facility Deposit</i>	\$350.00	Each	Refundable Upon Clean-up
<b>Tables Rentals</b>	\$25.00	Up to 20	Per day
<b>Tables Rentals</b>	\$50.00	21 or More	Per day
<b>Chairs Rentals</b>	\$25.00	Up to 50	Per day
<b>Chairs Rentals</b>	\$50.00	51 or More	Per day
<b>Ski Rentals</b>	\$5.00	Per day	
<i>Ski Equipment Deposit</i>	\$20.00	Per day	Refundable Upon Return
<b>Kayak Rentals 1/2 Day</b>	\$20.00	6 Hours	
<b>Kayak Rentals Full Day</b>	\$40.00	13 Hours	
<b>Kayak Rentals Weekend</b>	\$60.00	48 Hours	2 Consecutive Days
<b>Camping Fees</b>	\$100.00	Season	
<b>Camping Fees Elders</b>	\$50.00	Season	
<i>Fairground Space Rental</i>			
<i>Fairground 1/2 Day Lease</i>	\$50.00	4 Hours	
<i>Fairgrounds Full Day Lease</i>	\$100.00	10 Hours	
<i>Fairground Use Deposit</i>	\$100.00	Each Occurrence	Refundable Upon Clean-up

### Parks & Recreation - Memberships

ACTIVITY	ADULT	SENIOR	YOUTH	Employee
<b>Day Use</b>	\$5.00	\$3.00	\$3.00	50% Disc.
<b>Two Week Plan</b>	\$25.00	\$22.00		50% Disc.
<b>Monthly Plan</b>	\$40.00	\$35.00		50% Disc.
<b>3 Month Plan</b>	\$110.00	\$95.00		50% Disc.
<b>6 Month Plan</b>	\$180.00	\$160.00		50% Disc.
<b>1 Year Plan</b>	\$355.00	\$310.00		50% Disc.
<b>10 Visit Punch Card</b>	\$30.00	\$25.00	\$25.00	50% Disc.

## Public Works - Equipment

YEAR	MAKE	MODEL	HOURLY RATE
1992	Dressor	TD15E Dozer	\$225.00
1988	John Deere	450 Dozer	\$125.00
1983	Gallion	Grader	\$150.00
2001	Caterpillar	163-H Grader	\$225.00
1985	John Deere	644C Loader (City)	\$150.00
1985	John Deere	644C Loader (State)	\$150.00
1992	John Deere	624E Loader	\$150.00
1989	Hitachi	EX150 Backhoe	\$225.00
1984	John Deere	710 Loader/Backhoe	\$150.00
1993	Ingersoll-Rand	Genset 185	\$100.00
1993	Ingersoll-Rand	Compressor	\$100.00
1983	Bomaq	Roller (Compactor)	\$100.00
1997	Positrack	M070	\$90.00
1996	Bobcat	953	\$90.00
	Miller	Welder	\$75.00
2005	Caterpillar	287B Tracked MTV	\$125.00
2005	Cummins Trackless	Articulation Tract/Blwr	\$150.00
2004	Trailer craft	Hopper Spreader	\$75.00
	Tow Master	Low Boy	\$200.00
2008	Komatsu	D-65EX-15EO Dozer	\$275.00
1980	Ford	Dump Truck	\$125.00
1980	Ford	Dump Truck	\$125.00
1985	Ford	Dump Truck	\$125.00
1994	Ford	Dump Truck	\$125.00
2000	International	Dump Truck	\$125.00
1981	Kenworth	Water Truck	\$125.00
1993	Ford	HydroVac	\$200.00
2002	Sterling	Hydrojet	\$200.00
1993	Ford (red)	Garbage Truck	\$150.00
1995	Ford (white)	Garbage Truck	\$150.00
2000	International	Flatbed	\$125.00
1984	Ford	Water Wagon	\$100.00
2007	International	Hydrovac Flush	\$250.00
		Video Camera	\$65.00
		Concrete Saw	\$75.00

		Service Line Thawer	\$175.00
		Jackhammer	\$60.00

### Public Works – Solid Waste

ACTIVITY	FEE	QTY	COMMENTS
Sewer Line Labor	\$125.00	Hour	
Equipment Operator	\$125.00	Hour	
Mechanic Shop	\$150.00	Hour	
A & B Foam	\$60.00	Gallon	
6" Repair Band	\$150.00	Each	
Parts and Materials	Actual Cost		
<b>Refuse Service COMMERCIAL</b>			
<i>Dumpster Lease</i>	\$30.00	Each	Monthly
<i>Commercial Pick-Up Service</i>	\$25.00	Per Dumpster	
<i>Additional Pick-Up Commercial</i>	\$30.00	Each	Late/Blocked/Missed
<i>Excess Refuse Commercial</i>	\$50.00	Each	
<i>Bailer Drop off Commercial</i>	\$16.00	Cubic Yard	
<i>Landfill Drop-Off Commercial</i>	\$9.98	Cubic Yard	
<i>Improperly Positioned Containers Commercial</i>	\$30.00	Each	
<i>Garbage not Contained Properly Commercial</i>	\$50.00	Each	
<i>Improper Disposal Hazardous Waste Commercial</i>	Cost of Remediation		
<i>Vehicle Disposal Drained</i>	\$150.00	Each	
<i>Vehicle Disposal Not Drained</i>	\$400.00	Each	
<i>Construction &amp; Demolition Waste</i>	\$20.00	Cubic Yard	
<b>Refuse Service RESIDENTIAL</b>			
<i>Container Purchase</i>	\$45.97	Each	
<i>Residential Pick-Up Services</i>	\$37.99	Monthly	
<i>Residential Pick-Up Elder Service</i>	\$22.99		
<i>Additional Pick-Up Residential</i>	\$10.00	Each	Late/Blocked/Missed
<i>Bailer Drop off Residential</i>	\$0.00		
<i>Landfill Drop-Off Residential</i>	\$0.00		
<i>Non-Conforming Container Residential</i>	\$10.00	Each Offense	
<i>Improperly Positioned Containers</i>	\$10.00	Each	

<i>Garbage not Contained Properly</i>	\$10.00	Each	
<i>Improper Disposal Hazardous Waste</i>	Cost of Remediation		
<i>Vehicle Disposal Drained</i>	\$150.00	Each	
<i>Vehicle Disposal Not Drained</i>	\$400.00	Each	
<i>Freon Removal Residential Only</i>	\$25.00	Each	
<i>Construction &amp; Demolition Waste</i>	\$20.00	Cubic Yard	

### Public Works – Water Wastewater

ACTIVITY	FEE	QTY	COMMENTS
<b>Water Wastewater COMMERCIAL</b>			
<i>Water Flat Rate</i>	\$232.18	Monthly	
<i>Water Metered Rate</i>	\$41.35	Per 1000 Gallons	
<i>Water Minimum Rate</i>	\$103.20	Monthly	
<i>Wastewater Flat Rate</i>	\$96.51	Monthly	
<i>Wastewater Metered</i>	\$18.26	Per 1000 Gallons	
<b>Water Wastewater Multi-unit Dwellings</b>			Multi-unit 6 Plex and Above
<i>Water Base Rate</i>	\$103.20	Monthly	Up to 6000 Gallons
<i>Water Metered</i>	\$41.35	Per 1000 Gallons	
<i>Wastewater Base Rate</i>	\$46.60	Monthly	Up to 6000 Gallons
<i>Wastewater Metered</i>	\$18.26	Per 1000 Gallons	
<b>Water Wastewater RESIDENTIAL</b>			Single/Multi-units up to 5 Plex
<i>Water Flat Rate</i>	\$101.46		
<i>Senior/Disables Flat Rate</i>	\$40.58		
<i>Wastewater Flat Rate</i>	\$46.60		
<i>Senior/Disabled Flat Rate</i>	\$20.18		
<i>Honey Bucket Flat Rate</i>	\$41.23		
<i>Landfill Drop-Off Commercial</i>	\$9.98		
<b>Other Charges</b>			
<i>Water Delivery Flat Rate</i>	\$66.06		
<i>Water Delivery Metered Rate</i>	\$44.89	Per 1000 Gallons	Fees include flat rate plus metered rate

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

**Residential** A single dwelling or multi-unit up to a 5 plex  
**Commercial Multi-unit Dwellings** Multi-unit dwellings of a 6 Plex or more  
**Commercial** Any building or land intended to generate a profit either from capital gain or rental income

## Planning

ACTIVITY	FEE	VALID PERIOD	COMMENTS
<b>Building Permit</b>			
<i>Application Fee</i>	\$10.00	Each Occurrence	
<i>\$0-\$100,000</i>	\$0.00	Each Occurrence	

<i>\$100,001-\$500,000</i>	\$100.00	Each Occurrence	
<i>\$500,001-\$1,000,000</i>	\$250.00	Each Occurrence	
<i>\$1,000,001-\$10,000,000</i>	\$500.00	Each Occurrence	
<b>Flood Hazard Permit</b>	\$25.00	Each Occurrence	
<b>Moving Permit</b>	\$50.00	Each Occurrence	
<b>Permit to Excavate/Locate</b>	50.00	Each Occurrence	
<i>Application Fee</i>	\$10.00		
<i>Excavation Deposit</i>	Bond for Contract Value plus 15%		Deposit returned upon Satisfactory Completion
<b>Variance Application Regular Meeting</b>	\$200.00	Per Application	Non-Refundable
<b>Variance Application Special Meeting</b>	\$300.00		
<b>Major Subdivision Preliminary Plat</b>	\$250.00		
<b>Major Subdivision Final Plat</b>	\$100.00		
<b>Minor Subdivision Preliminary Plat</b>	\$150.00		
<b>Minor Subdivision Final Plat</b>	\$100.00		
<b>Alteration or Replat, including Vacation of Right-of-Way</b>	\$150.00		
<b>Minor Lot Consolidation and Exempted Replats</b>	\$150.00		
<b>Abbreviated Plats and Waivers</b>	\$150.00		
<b>Vacations</b>	\$200.00		
<b>Special Use Permit Application Fee</b>	\$50.00	Per Application	Use Amount Established by City Manager/Council
<b>Tideland Permit Application Fee</b>	\$50.00	Per Application	Lease Amount Established by City Manager/Council
<b>Land Lease for Temporary/Special Use</b>			Based upon current valuation
<b>Fines</b>			
<i>Encroachment</i>	\$150.00	Each Offense	
<i>Public Nuisance</i>	Property Lien	Each Offense	
<i>ROW Infraction</i>	\$150.00	Each Offense	
<i>Abatement</i>	Actual Cost	Each Offense	
<i>Litter Violation</i>	\$300.00	Each Offense	Plus cost of abatement

<i>Hazardous/loathsome Materials</i>	\$300.00	Each Offense	Plus cost of abatement
--------------------------------------	----------	--------------	------------------------

## Police

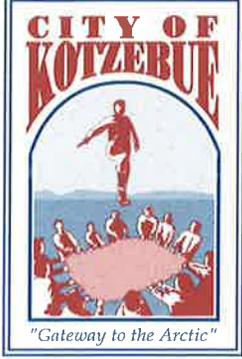
ACTIVITY	FEE	VALID PERIOD
<b>Fingerprints</b>	\$40.00	Each Occurrence
<b>Police Reports</b>	\$25.00	Each Copy
<b>Police Report Pictures</b>	\$25.00	Each Copy
<b>Serve Court Summons/Serve Civil Papers</b>	\$65.00	Each Occurrence
<b>Day or Night Patches</b>	\$7.50 ea.	
<b>Animal Control Fees</b>		
<i>Unattended Animals 1st Offense</i>	\$50.00	
<i>Unattended Animals 2nd Offense</i>	\$100.00	
<i>Unattended Animals 3rd Offense</i>	\$150.00	
<i>Dog License</i>	\$5.00	
<i>Pick up Fee (First Time)</i>	\$50.00	
<i>Pick up Fee (Additional)</i>	\$10.00	
<i>Impound Fee 1st Offense</i>	\$50.00	
<i>Impound Fee 2nd Offense</i>	\$100.00	
<i>Impound Fee 3rd Offense</i>	\$150.00	
<i>Kennel Fee</i>	\$10.00	Per Day
<b>Public Intoxication 1st Offense</b>	\$150.00	
<b>Public Intoxication 2nd Offense</b>	\$300.00	
<b>Public Intoxication 23rd Offense</b>	\$500.00	
<b>Vehicle Impound Fee (Tow to Impound)</b>	\$220.00	
<b>Impound Storage Fee</b>	\$1.00	Per Day
<b>Burglar/Intrusion Alarm Monitoring</b>	\$50.00	Per Month
<b>False Alarms</b>		
<i>First False Alarm</i>	\$0.00	Per Quarter
<i>Second False Alarm</i>	\$0.00	Per Quarter
<i>Third False Alarm</i>	\$100.00	Per Quarter
<i>Each False Alarm in Excess of Three</i>	\$100.00	Per Quarter
<b>Parking Fines</b>	\$25.00	Per Violation
<b>Snow machine/ATV Minor Cited Violation Fines</b>		
<i>First Offense</i>	\$25.00	Per Violation
<i>Second Offense</i>	\$50.00	Per Violation
<i>Third Offense</i>	\$75.00	Per Violation



[SEAL]

ATTEST:

\_\_\_\_\_  
Linda B. Greene, City Clerk



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  
RESOLUTION NO. 18-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE  
ADOPTING AN ORGANIZATIONAL CHART FOR THE CITY OF KOTZEBUE**

**WHEREAS,** the City Council of the City of Kotzebue has previously reviewed the attached Organizational Chart, Exhibit "A" attached hereto; and,

**WHEREAS,** an Organizational Chart is an effective tool for good governance.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Kotzebue, hereby adopts the attached Organization Chart.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 21<sup>st</sup> day of June 2018.

**CITY OF KOTZEBUE**

\_\_\_\_\_  
Gayle Ralston Sr., Mayor

[SEAL]

ATTEST:

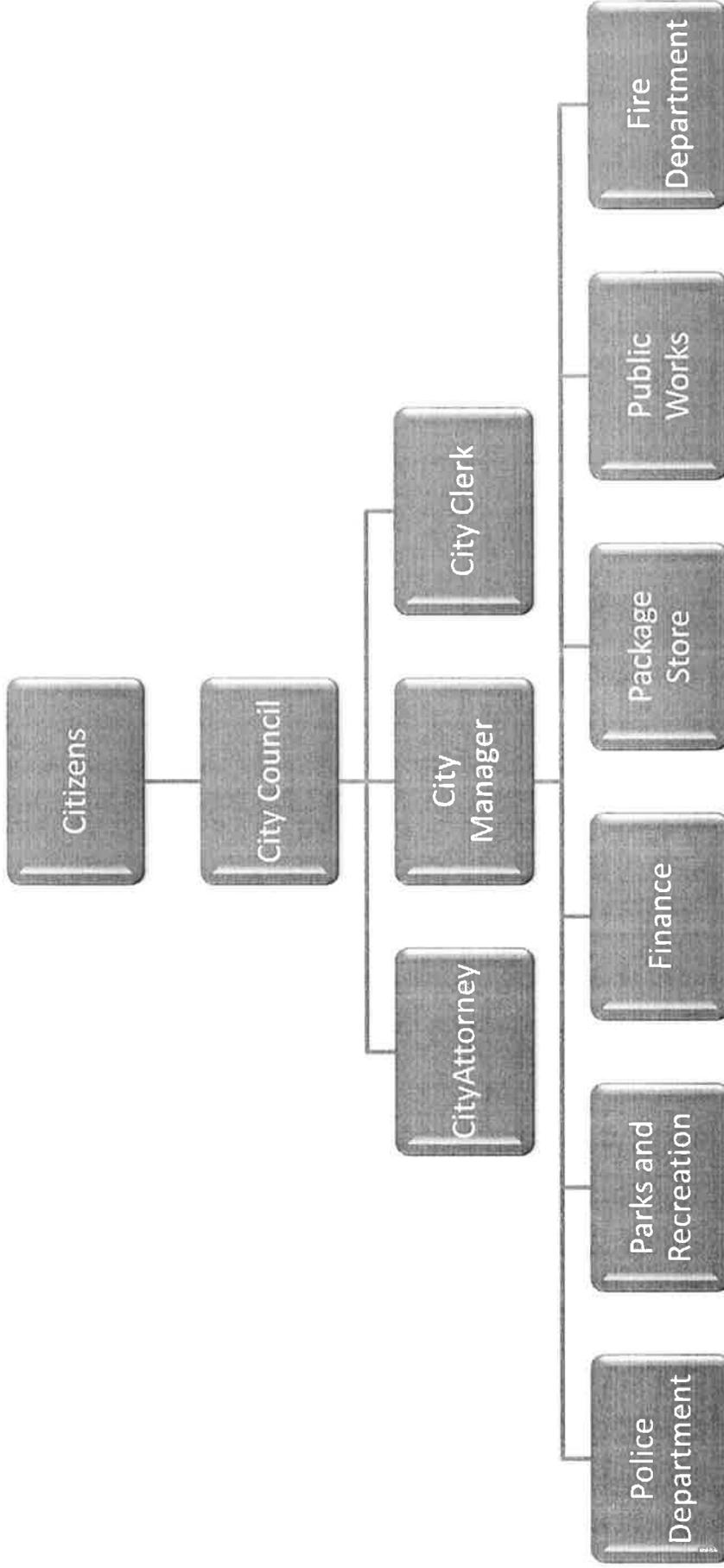
\_\_\_\_\_  
Linda B. Greene, City Clerk

Attachments: Exhibit "A" – Organizational Chart

# City of Kotzebue

---

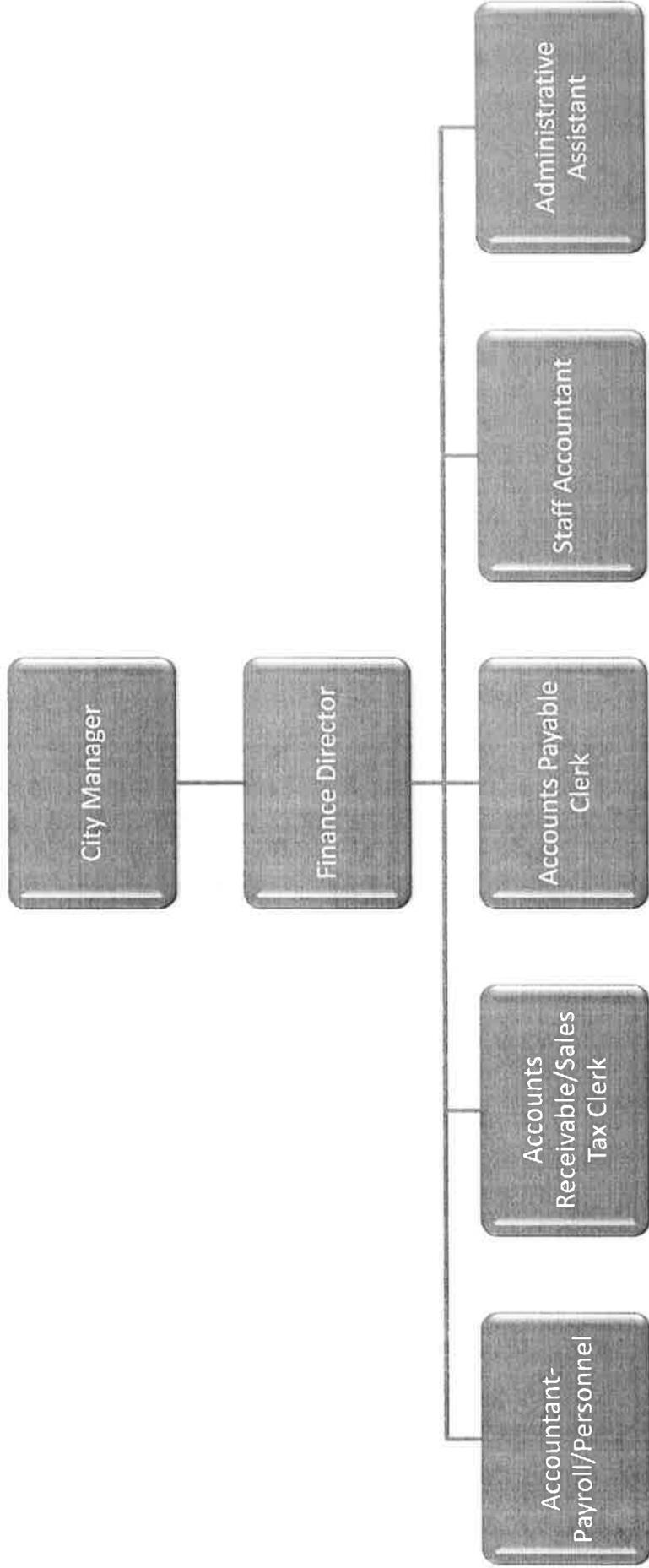
City Organizational Chart



# City of Kotzebue

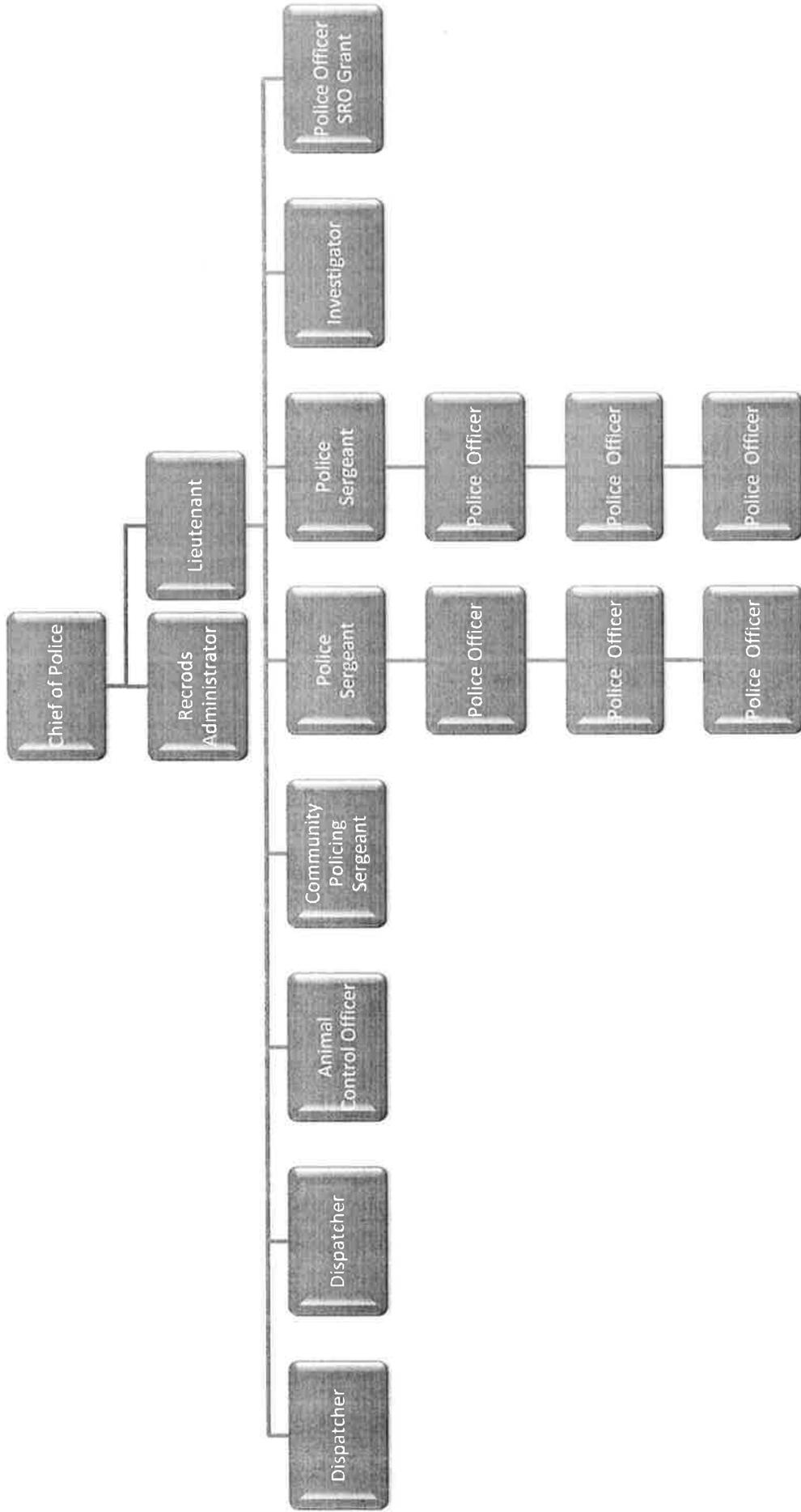
---

## Administration and Finance



# City of Kotzebue

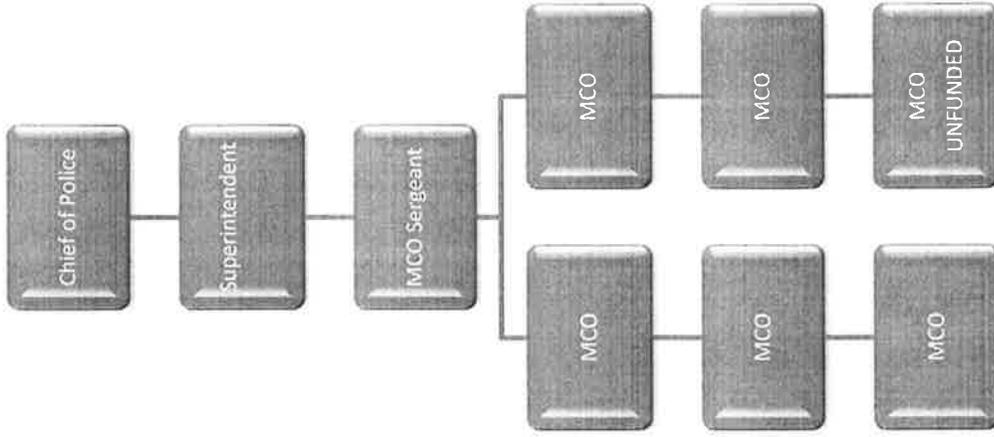
## Police Department



# City of Kotzebue

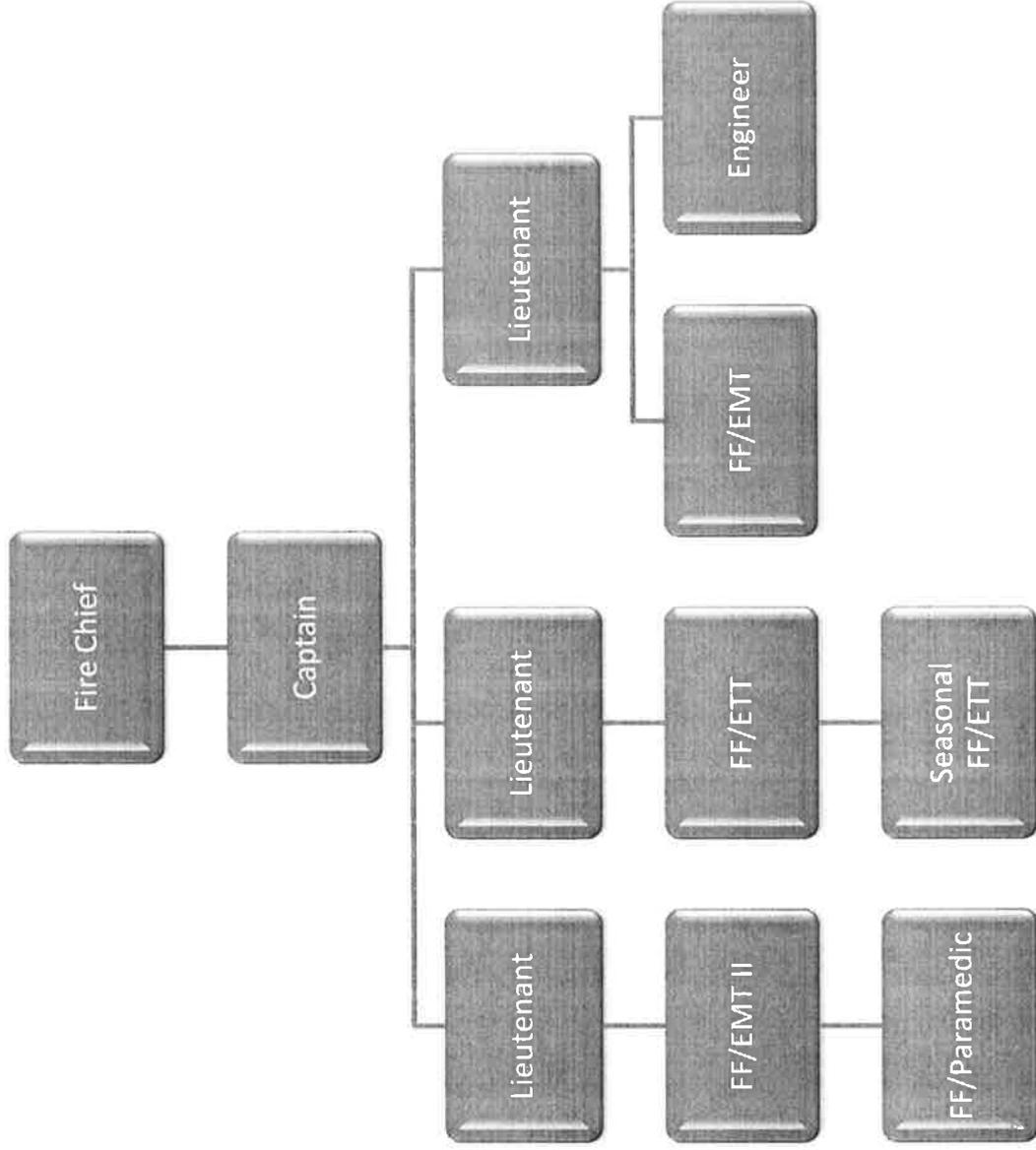
---

## Jail Department



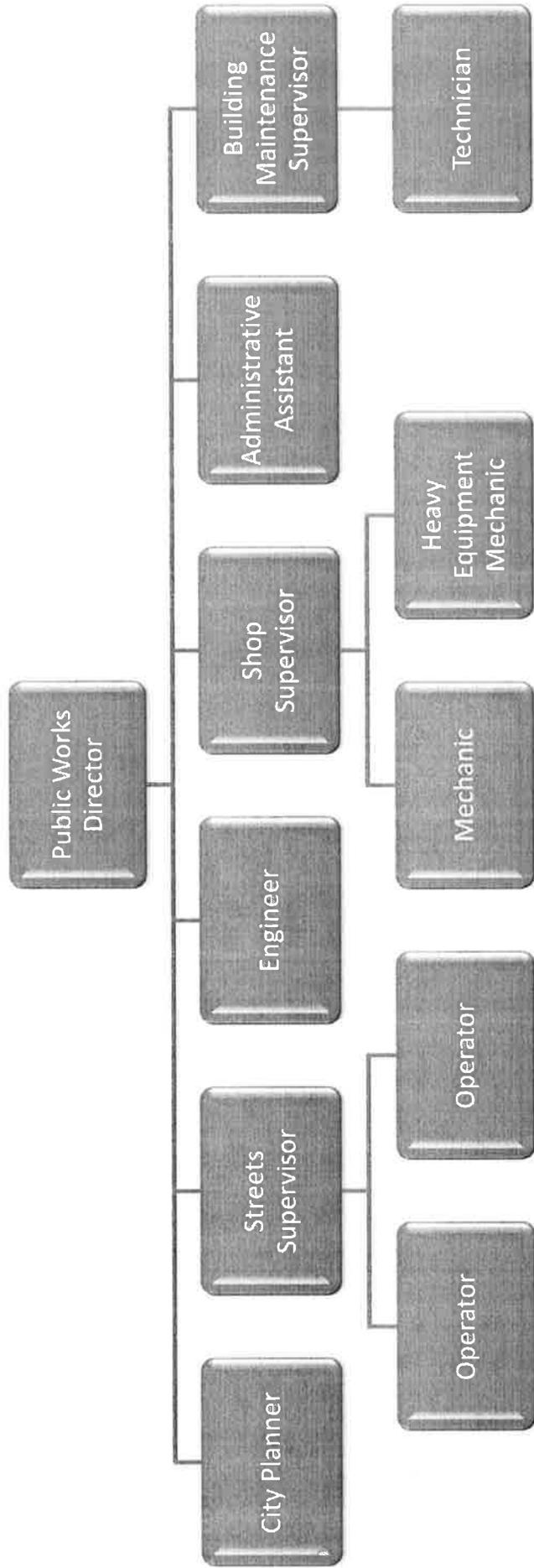
# City of Kotzebue

## Fire Department



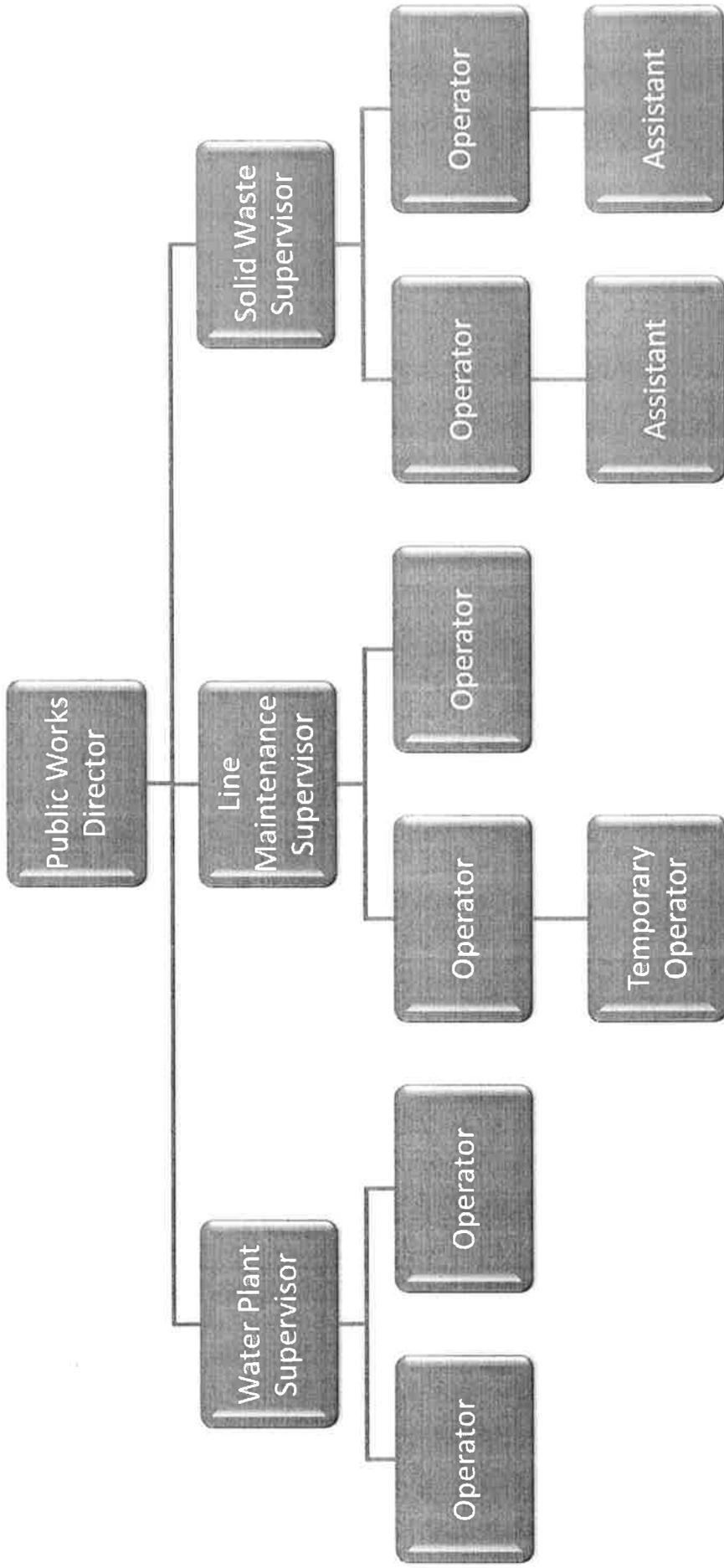
# City of Kotzebue

## Public Works



# City of Kotzebue

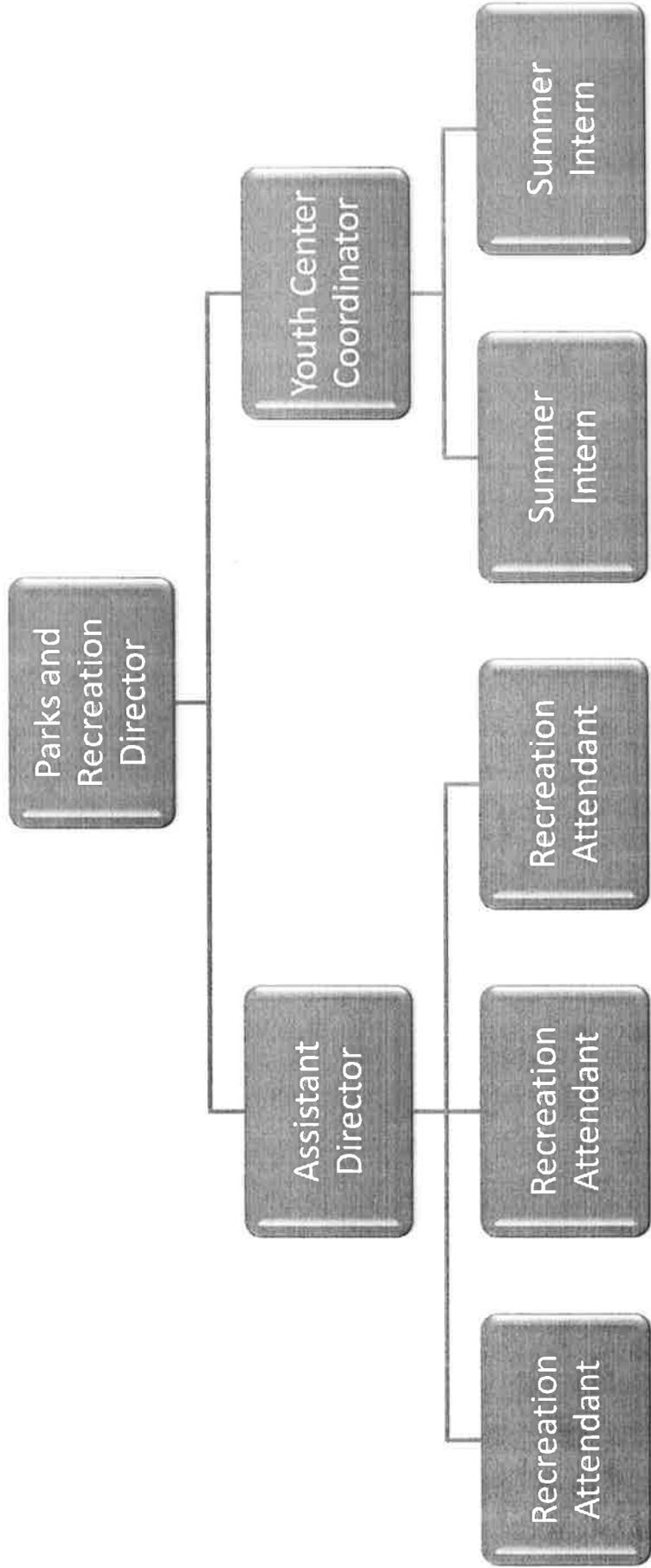
## Municipal Utility Services



# City of Kotzebue

---

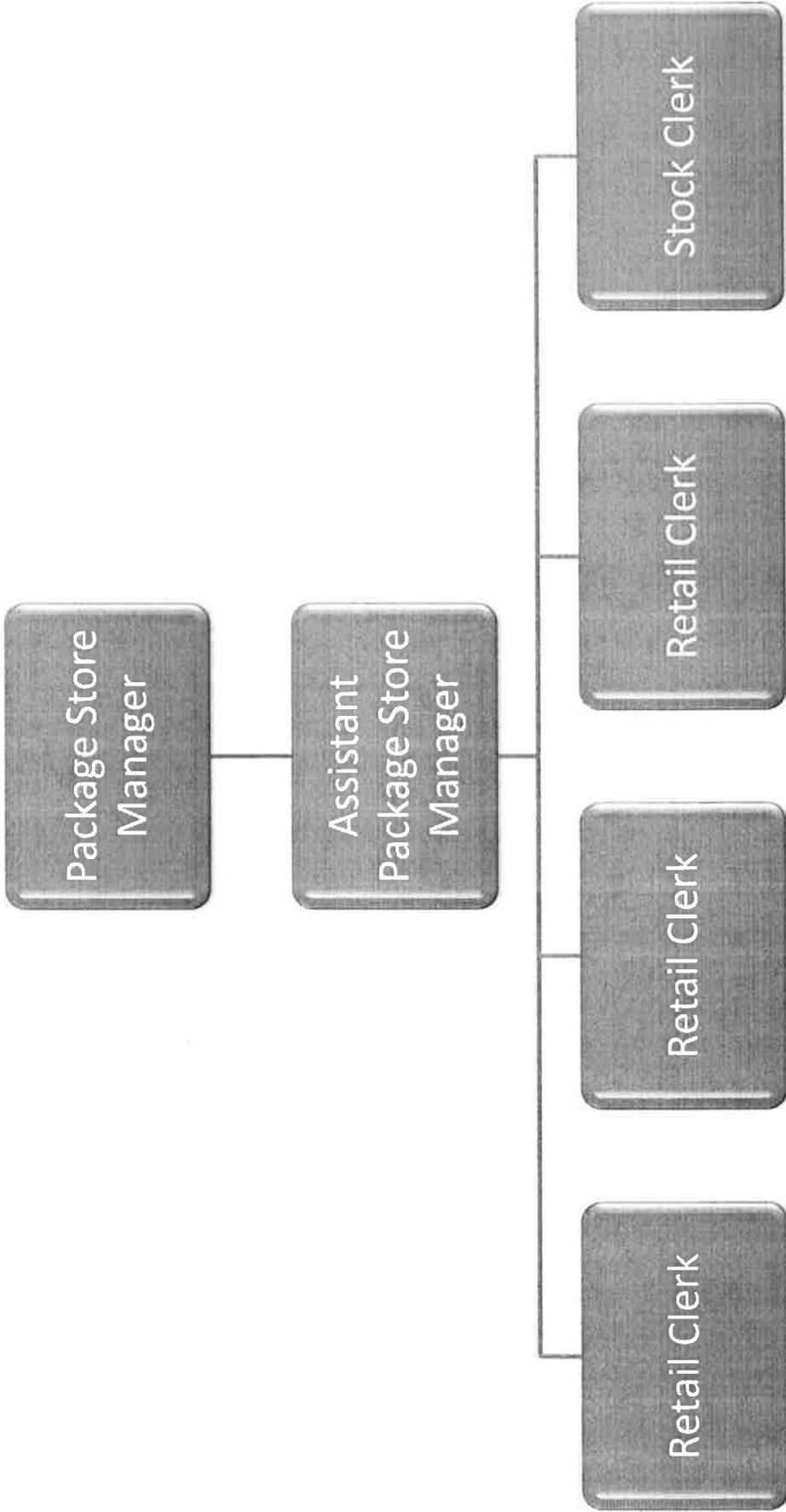
## Parks and Recreation



# City of Kotzebue

---

## Package Store

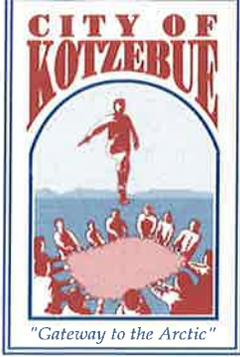


# *City of Kotzebue*

---

Swan Lake Harbor





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  
RESOLUTION NO. 18-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A CONTRACT WITH THE STATE OF ALASKA DEPARTMENT OF CORRECTIONS (SOA/DOC) FOR THE OPERATION OF THE KOTZEBUE REGIONAL JAIL FOR THE PERIOD BEGINNING JULY 1, 2018, THROUGH JUNE 30, 2019, IN THE AMOUNT OF \$982,050.00.**

**WHEREAS,** SOA/DOC has proposed the City of Kotzebue continue to operate the Kotzebue Regional Jail for the period beginning July 1, 2018, through June 30, 2019; and

**WHEREAS,** SOA/DOC has agreed to pay the City of Kotzebue \$982,050.00 for the operation of the Kotzebue Regional Jail for this period of time, hereto attached as Exhibit "B"; and,

**WHEREAS,** the City Administration has determined that this level of compensation is a minimal amount necessary to provide basic services to pay the anticipated costs for the operation of the Kotzebue Regional Jail for the period beginning July 1, 2018, through June 30, 2019.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Kotzebue, authorizes the City Manager, or his Designee, to execute this contract with the State of Alaska, Department of Corrections for the operation of the Kotzebue Regional Jail for the period beginning July 1, 2018, through June 30, 2019, in the amount of \$982,050.00.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 21<sup>st</sup> day of June 2018.

**CITY OF KOTZEBUE**

---

Gayle Ralston Sr., Mayor

**ATTEST:**

---

Linda B. Greene, City Clerk

Attachments:

Exhibit A: DOC letter [2 pages]

Exhibit B FY19 State of Alaska Professional Services Contract [16 pages].

Exhibit C – Standards for Jail Operations [42 pages]



THE STATE  
of ALASKA  
GOVERNOR BILL WALKER

Department of Corrections

DIVISION OF ADMINISTRATIVE SERVICES  
Juneau Procurement Section

P.O. Box 112000  
Juneau, AK 99811-2000  
Tele: 907.465-3399  
Fax: 907.465-2006

Email: [john.schauwecker@alaska.gov](mailto:john.schauwecker@alaska.gov)

May 25, 2018

Dear Borough / City:

Please find attached the Regional & Community Jail Contract for FY19. The Department of Corrections has identified below changes that were made to the contract language and the reasons for the changes.

1. Appendix C.1: Added additional titles for the "Community Jail Administrator".
2. Appendix C.3: This language changed to reflect the new 5 year contract term.
3. Appendix C. 4. q - r: This language was slightly modified to add the word "Operational" for current fiscal year and change the date from October 15 to July 15.
4. Appendix C.4. s - t: This language was slightly modified to add the word "Operational" for future year budget requests.
5. Appendix C. 4. y: This language was added to recognize that the Borough / City will comply with the national standards to prevent, detect, and response to prison rape under the Prison Rape Elimination Act (PREA) guidelines.
6. Appendix C. 5. e: This language was added to recognize that the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.
7. Appendix C. 8: The Sentenced Electronic Monitoring language was modified and the intent of this language is to explain how the Sentenced Electronic Monitoring will work and compensation.
8. Appendix C.9: Pretrial Program Services were added to provide optional services the Community and Regional Jails can participate and the respective compensation for the optional Pretrial Services.

Resolution 18-40 Exhibit A

9. Appendix D.1: This language was modified to include the amount of money for Pretrial Program Services.

If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Schauwecker". The signature is fluid and cursive, with a long horizontal stroke at the end.

John Schauwecker CPPB, C.P.M  
Procurement Manager

cc: Clair Sullivan  
Deputy Commissioner

April Wilkerson,  
Administrative Services Director

Jacob Wyckoff,  
Institutions Director

Geri Fox,  
Pretrial Services Director

Brann Wade,  
Probation Officer V

Matthias Cicotte  
Alaska Department of Law  
Attorney III

1. Agency Contract Number 2091007	2. Contract Title Regional and Community Jail: Kotzebue	3. Agency Fund Code 1004	4. Agency Appropriation Code 201014600-1600000002-3020-5003
5. Vendor Number CIK84679	6. IRIS GAE Number (if used) 2091007	7. Alaska Business License Number Not Applicable	

This contract is between the State of Alaska,

8. Department of Corrections	Division Institutions	hereafter the State, and
---------------------------------	--------------------------	--------------------------

9. Contractor City of Kotzebue, Police Department	hereafter the contractor
--	--------------------------

Mailing Address P.O. Box 46	Street or P.O. Box 258B Third Avenue	City Kotzebue	State AK	ZIP+4 99752
--------------------------------	---	------------------	-------------	----------------

10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Service:**

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins July 1, 2018, and ends June 30, 2019.

**ARTICLE 4. Considerations:**

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$982,050.00 in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Corrections	Attention: Division of Administrative Services, Accounting
----------------------------------	---

Mailing Address P.O. Box 112000, Juneau, AK 99811-2000	Attention: Janette Perlasca (ph. 907-465-3461)
---	---

<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm City of Kotzebue			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative <del>Shawn Quinn</del> William G. Reich, Sr.			
Title City Manager (ph. 907-442-3401; fax 907-442-3350)			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division Corrections, Division of Institutions	Date		
Signature of Project Director		Typed or Printed Name John Schauwecker	
Typed or Printed Name of Project Director Jacob Wyckoff		Title Procurement Manager CPPB, C.P.M	
Title Acting Director of Institutions			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Resolution 18-40 Exhibit B

1. Agency Contract Number 2091007	2. Contract Title Regional and Community Jail: Kotzebue	3. Agency Fund Code 1004	4. Agency Appropriation Code 201014600-160000002-3020-5003
5. Vendor Number CIK84679	6. IRIS GAE Number (if used) 2091007	7. Alaska Business License Number Not Applicable	
<b>This contract is between the State of Alaska,</b>			
8. Department of Corrections	Division Institutions	hereafter the State, and	
9. Contractor City of Kotzebue, Police Department <span style="float: right;">hereafter the contractor</span>			
Mailing Address P.O. Box 46	Street or P.O. Box 258B Third Avenue	City Kotzebue	State AK ZIP+4 99752
10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.			
<b>ARTICLE 2. Performance of Service:</b>			
2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.			
2.2 Appendix B sets forth the liability and insurance provisions of this contract.			
2.3 Appendix C sets forth the services to be performed by the contractor.			
<b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>July 1, 2018</u> , and ends <u>June 30, 2019</u> .			
<b>ARTICLE 4. Considerations:</b>			
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$982,050.00</u> in accordance with the provisions of Appendix D.			
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of Corrections		Attention: Division of Administrative Services, Accounting	
Mailing Address P.O. Box 112000, Juneau, AK 99811-2000		Attention: Janette Perlasca (ph, 907-465-3461)	
<b>12. CONTRACTOR</b>			
Name of Firm City of Kotzebue			
Signature of Authorized Representative		Date	
Typed or Printed Name of Authorized Representative <del>Shawn R. Bink</del> William G. Reich, Sr.			
Title City Manager (ph. 907-442-3401; fax 907-442-3350)			
<b>13. CONTRACTING AGENCY</b>			
Department/Division Corrections, Division of Institutions		Date	
Signature of Project Director		Signature of Head of Contracting Agency or Designee	
Typed or Printed Name of Project Director Jacob Wyckoff		Typed or Printed Name John Schauwecker	
Title Acting Director of Institutions		Title Procurement Manager CPPB, C.P.M	
14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

**Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

**Article 2. Inspections and Reports.**

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

**Article 3. Disputes.**

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

**Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

**Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

**Article 7. No Additional Work or Material.**

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

**Article 8. Independent Contractor.**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9. Payment of Taxes.**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ALASKA DEPARTMENT OF CORRECTIONS  
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES  
July 1, 2018 through June 30, 2023**

**Appendix C  
General Terms**

**Parties**

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Kotzebue, herein referred to as the "Borough/City".

**1. Services**

Provide short-term regional and community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

**2. Sole Agreement**

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the Kotzebue Regional and Community Jail participating in the Regional and Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

### **3. Effective Date/Termination/Amendments**

This contract is effective **July 1, 2018** and continues in force through **June 30, 2023** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a five-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

### **4. Responsibilities of the parties**

#### General Responsibilities of the Borough/City

##### The Borough/City Shall

- a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.
- b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention, and shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract, and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections, as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.
- g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- h. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the

prisoner's institutional adjustment, and records of medical and dental treatment. These prisoner records must be in a prisoner's file when they are transferred from the regional and community jail facility to another state correctional facility.

- i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- k. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- l. The Borough / City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for insuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self insurance carried by the State.
- n. Hold that the Borough / City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough / City under this agreement up to the Borough / City policy limits as noted in Section 4(m). The Borough / City shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough / City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough / City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough / City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's

selection, administration, monitoring, or controlling of the Borough / City and in approving or accepting the Borough / City work.

- o. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- p. The regional and community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- q. The regional and community jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- r. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.
- s. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example; Fiscal Year 2020 is due to the State Regional and Community Jail administrator on October 1, 2018 for inclusion in the annual Department of corrections' fiscal year 2020 operating budget request.
- t. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year
- u. Quarterly financial reports are due to the state regional and community jail administrator on the following dates of each fiscal year:
  - July – September – quarterly and year-to-date financial statement due on October 31.
  - October – December – quarterly and year-to-date financial statement due on January 31.
  - January – March – quarterly and year-to-date financial statement due on April 30.
  - April – June– quarterly financial and year-to-date financial statement due on July 31.
- v. Provide a monthly accounting of prisoner statistics by the 15<sup>th</sup> day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

"Man-day" indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

- w. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
  
- x. Regional and Community Jails accessing the Agency's Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
  - (1) Full name
  - (2) Residence address
  - (3) Telephone
  - (4) Date of birth
  - (5) Valid drivers license and state of issue, or other photo identification
  - (6) Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

- Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.
  
- y. The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

## **5. General Responsibilities of the Department of Corrections**

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.

- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.
- c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
- d. Provide on-going technical assistance and training for regional and community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.
- E Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.

## **6. Medical and Dental Care and Reimbursement**

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, "necessary medical care" has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term "necessary medical care" and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
  - i. control bleeding;
  - ii. relieve pain;
  - iii. eliminate acute infection;
  - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
  - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider, and take reasonable steps to guard against misuse or overdose of medicines by prisoners.

- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld. To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.
- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons
  - (1) held under the authority of AS 47,
  - (2) accepted into the facility while unconscious or in immediate need of medical attention,
  - (3) receiving medical services for elective, cosmetic or other medical services that are not necessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
  - (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
  - (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
  - (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or

any insurance carrier or other third-party payer.

## **7. Transfers and Transportation of Prisoners**

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.
- b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;
  - (1) a court has ordered the transportation;
  - (2) the prisoner has been incarcerated in the facility for 7 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
  - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.
- d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

## **8. Sentenced Electronic Monitoring**

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

### **Sentenced Electronic Monitoring:**

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide \$10,000 for the first 1-5 inmates and \$5,000 for each additional 5 inmates annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/18 through 6/30/19, they will receive the full \$10,000. If the City/Borough exceeds 5 and has any number between 6-10, they will receive the full \$5,000, for any number between 11-15 at

any given time during the fiscal year they will receive another \$5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another \$5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive \$35,000 for that fiscal year. The breakdown of the \$35,000 is: 1-5 Sentenced EM \$10,000 + 6-10 Sentenced EM \$5,000 + 11-15 Sentenced EM \$5,000 + 16-20 Sentenced EM \$5,000 + 21-25 Sentenced EM \$5,000 + 26<sup>th</sup> Sentenced EM \$5,000 = a total of \$35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring they will automatically receive \$10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements they will receive an additional \$5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional \$5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If an inmate has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

## **9. Pretrial Program Services**

### **a. Assessment & Database Collection:**

Complete training and comply with DOC policies for the following program services:

Complete inmate bookings by utilizing the ACOMS software system. Complete and submit the Alaska pretrial risk assessment tool (AK-2S), located in the ACOMS software application and submit release recommendations for the courts. Meet all risk assessment and recommendation timeline requirements by scheduled initial appearances. Participate in remedial training and quality evaluation as needed.

Document all contacts and pretrial actions with defendants in the ACOMS software application to ensure proper and complete records are maintained. Notify and file pretrial status and/or violation reports and paperwork through the court as needed.

**\*\*\*Service currently not included but can be added via amendment throughout the life of the contract\*\*\*. The amount for this service would be: \$15,874.00**

### **b. Community Pretrial Electronic Monitoring:**

Complete training and comply with DOC policies for the following program services:

Defendants may be required to have electronic monitoring (EM). Electronic monitoring requires that defendants are fitted with the proper device at the time of release. Related data with regard to the defendant and the EM restrictions should be loaded into the web based database utilized for EM and also noted in the ACOMS software application. Most

defendants on EM will be moderate or high risk defendants, but low risk defendants may also be placed on EM with court orders. EM also requires monitoring of the system and response to EM alarms and alerts. This can be accomplished in a variety of ways, such as EM monitoring by DOC staff, monitoring by community jail staff, or monitoring by local dispatchers, who will then contact local providers, Police Departments (PDs), for response to alerts and alarms. Defendants placed on EM may require occasional action such as notification to the court for those in violation of release conditions. Coordination for arrests may also be required for defendants who are in violation. Community and Regional Jails will not charge pretrial defendants a fee for EM services.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

**\*\*\*Service currently not included but can be added via amendment throughout the life of the contract\*\*\*. The amount for this service would be: \$37,039.00**

**c. Community Pretrial Monitoring and Pretrial Supervision**

Complete training and comply with DOC policies for the following program services:

Defendants placed on Pretrial monitoring may require occasional action such as phone contact for reminders about upcoming court appearances, or home visits for defendants to ensure compliance with release conditions. Notification to the court or potential coordination for arrests may also be required for defendants who are in violation.

Provide Pretrial supervision for low, moderate and high risk pretrial defendants who are released from jail. Pretrial supervision involves occasional office visits (when necessary), random home visits, and phone contact with defendants as well as reminders about upcoming court appearances. Defendants placed on Pretrial supervision may require occasional action such as drug and alcohol testing as well as notification to the court for those in violation of release conditions. Coordination with Pretrial for arrests may also be required for defendants who are in violation.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

**\*\*\*Service currently not included but can be added via amendment throughout the life of the contract\*\*\*. The amount for this service would be: \$13,228.00**

**d. Diversion Programs**

Complete training and comply with DOC policies for the following program services:

Coordinate diversion programs with prosecutors, treatment providers, law enforcement, and other interested parties. Diversion programs will be tailored to each community and what can be offered and supported. Programs will be clearly defined with related performance measurements. Develop and implement programs to divert appropriate defendants to services while still achieving public safety outcomes. Funding allocation

for diversion programs will be distributed upon program authorization by the Pretrial Services Director.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

**\*\*\*Service currently not included but can be added via amendment throughout the life of the contract\*\*\*. The amount for this service would be: \$35,275.00**

**ALASKA DEPARTMENT OF CORRECTIONS  
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES  
July 1, 2018 through June 30, 2023**

**Appendix D  
Payment Provisions**

1. The total contract amount for the City / Borough of Kotzebue is **\$982,050.00** for the period from **July 1, 2018 through June 30, 2019** and represents the total payment due for FY19. This will be a five-year contract. 12 Beds
2. It is specifically agreed by the parties that the Department of Corrections is not funded for and will not provide annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The City / Borough shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the City / Borough under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

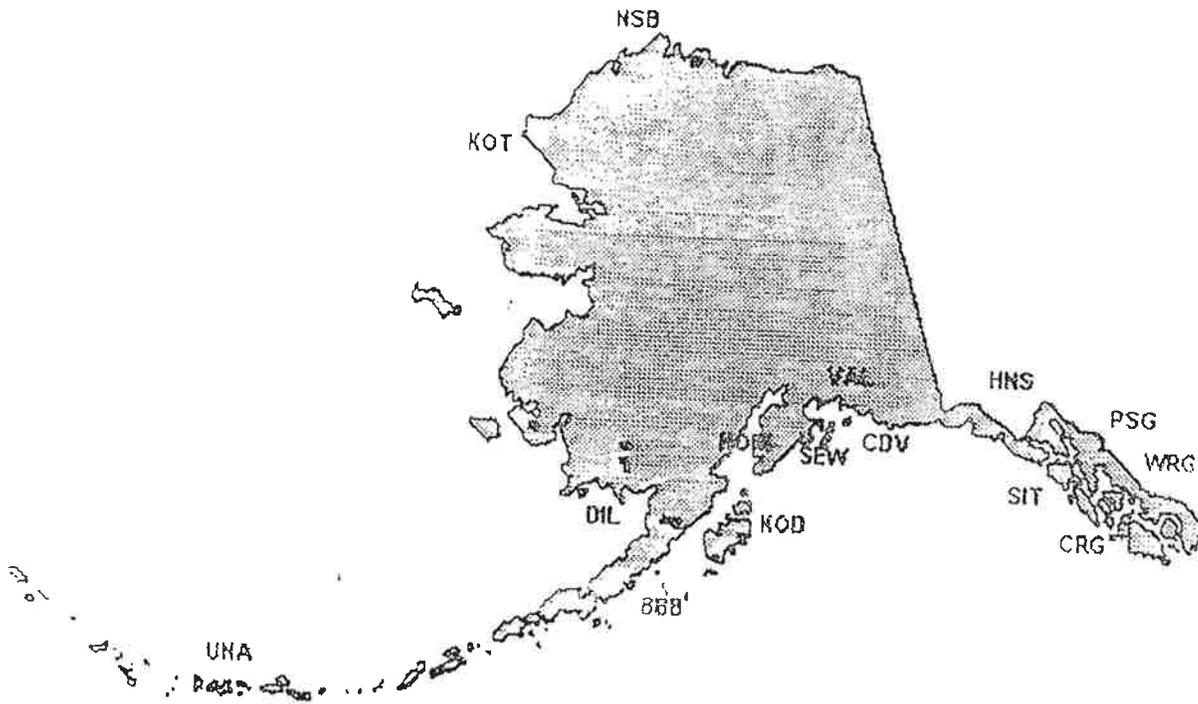
G:\supply\CommunityJailContract\Comm Jail FY19 to FY23\Kotzebue.doc

**Appendix List:**

- A General Provisions**
- B Not used**
- C General Terms and Indemnity and Insurance related language**
- D Payment Provisions**
- E State of Alaska, Community Jails Program: Standards for Jail Operation  
As produced and adopted by the Governor's Task Force on Community Jails,  
November 1994**

State of Alaska  
Community Jails Program

# Standards for Jail Operation



Resolution 18:40 Exhibit C

As produced and adopted by the Governor's Task Force on Community Jails

November 1994

STATE OF ALASKA  
COMMUNITY JAIL STANDARDS

TABLE OF CONTENTS

	<u>Page</u>
<b>CHAPTER 1 - ADMINISTRATION, ORGANIZATION, AND MANAGEMENT</b>	<b>1-2</b>
Applicability-----	1
Organizational Structure-----	1
Standards Audit-----	1
Policies and Procedures-----	1
 <b>CHAPTER 2 - FISCAL MANAGEMENT</b>	 <b>3</b>
Annual Budget-----	3
Return to Point of Arrest-----	3
 <b>CHAPTER 3 - ADMISSION TO COMMUNITY JAILS</b>	 <b>4-6</b>
Legal Authority to Admit-----	4
Components of Admission-----	4
Search Upon Admission-----	4
Health Screening Upon Admission-----	5
Inmate Orientation-----	6
 <b>CHAPTER 4 - CLASSIFICATIONS</b>	 <b>7</b>
Classification Policy-----	7
Housing-----	7
Inmate Work-----	7
 <b>CHAPTER 5 - HEALTH CARE SERVICES</b>	 <b>8-11</b>
Health Care Services Policy-----	8
Health Screening Procedure-----	8
Tuberculosis Testing-----	9
Infectious Disease-----	10

Note: The Community Jail Standards will be reviewed annually by a committee appointed by the Commissioner of the oversight agency. The committee shall be comprised of at least the community jail coordinator and two community jail administrators. Proposed changes to the Standards shall be provided to all community jail administrators for comment prior to adoption. The committee shall make recommendations to the Commissioner concerning any changes to the Standards.

## TABLE OF CONTENTS

Detoxification-----	10
Informed Consent-----	10
Management of Pharmaceuticals-----	10
Health Records-----	11
 <b>CHAPTER 6 - SECURITY</b>	 <b>12-17</b>
Jail Security-----	12
Inmate Supervision and Management-----	12
Searches and Contraband Control-----	13
Key, Tool and Weapon Control-----	15
Firearms, Chemical and Other Weapons-----	16
Use of Force-----	16
Fires Safety and Emergency Procedures-----	16
Emergency Electrical Power-----	17
Emergency Lighting-----	17
 <b>CHAPTER 7 - OPERATIONS</b>	 <b>18-25</b>
Inmate Records-----	18
Food Service-----	18
Sanitation and Maintenance-----	19
Inmate Personal Hygiene-----	20
Mail-----	20
Telephone-----	22
Visitation-----	22
Religious Activities-----	24
Community Programs and Services-----	24
Exercise and Recreation-----	24
Reading Materials-----	24
 <b>CHAPTER 8 - GRIEVANCES AND COMMUNICATION</b>	 <b>26</b>
Grievance Procedure-----	26
Communication with Staff-----	26
 <b>CHAPTER 9 - STAFFING</b>	 <b>26-27</b>
Requirements-----	27
Hiring Standards-----	27
Minimum Qualifications for Community Jail Officers-----	27
Emergency Guard Hires-----	28
Code of Ethics-----	29

# TABLE OF CONTENTS

CHAPTER 10 - TRAINING	30-31
Minimum Training-----	30
Prior Training-----	31
In-Service Training-----	31
Training Records-----	31
CHAPTER 11 - INMATE DISCIPLINE	30-31
Disciplinary Policy-----	32
Minor Infractions-----	32
Disciplinary Process-----	32
Loss of Good Time-----	33
Law Violations-----	33
CHAPTER 12 - FACILITY RATED CAPACITIES	34
Capacity-----	34
Maximum Days-----	34
CHAPTER 13 - DEFINITIONS	35-38

## CHAPTER 1

### ADMINISTRATION, ORGANIZATION AND MANAGEMENT

#### Applicability

- 01.01 These standards apply to the community jails operated by a borough or city government or by an approved private contractor and under contract to the State of Alaska to provide services as defined in section 13.05 of these standards. These standards do not apply to any similar facilities, public or private, not under contract with the State of Alaska to provide such services.

#### Organizational Structure

- 01.02 Every community jail must have a designated administrator who is responsible for all jail operations. It is acceptable for the police agency head to be the designated community jail administrator.
- 01.03 The community jail administrator must maintain a written organizational chart which describes the jail chain of command.

#### Standards Audit

- 01.04 Every community jail administrator shall conduct an audit to evaluate compliance with these standards at least every two years. When possible, the audit should be completed with the on site participation of the state community jail coordinator. A copy of the audit and a plan to address deficiencies should be forwarded to the state community jail coordinator and the local government administrator.

#### Policies and Procedures

- 01.05 The jail administrator shall develop and maintain a set of written policies and procedures to guide jail operators and define the mission of the facility, and which are consistent with these standards.
- 01.06 All policies and procedures must be reviewed at least annually and approved by the oversight agency. When policies and procedures are changed, a copy of the old policy must be kept on file at the facility for at least three years.
- 01.07 Every facility must adopt and enforce a drug free work place policy approved by the oversight agency and consistent with the Federal Drug Free Work place Act of 1988.

## CHAPTER 1

### ADMINISTRATION, ORGANIZATION AND MANAGEMENT

- 01.08 There must be a procedure for dissemination of new or revised policies and procedures to all employees.
- 01.09 Inmates shall have access to policies and procedures that directly effect their rights and responsibilities.
- 01.10 All local policy and standard operating procedures pertaining to community jails must be made available to the oversight agency for review and approval upon request of the oversight agency.

## CHAPTER 2

### FISCAL MANAGEMENT

#### Annual Budget

- 02.01 The community jail administrator shall prepare and present an annual budget request that reflects the necessary resources required for facility operations. Budget requests will be prepared in the manner and detail prescribed by the oversight agency. The budget request will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- 02.02 The Community Jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency upon request.
- 02.03 All cash accounts maintained by the jail must be kept in a designated, secure receptacle.
- 02.04 The oversight agency may require an annual financial audit of facility expenditures.
- 02.05 The community jail administrator shall develop a policy and procedure for the handling of inmate funds.

#### Return to Point of Arrest

- 02.06 The community jail administrator shall establish a written policy and procedure providing for the return of inmates to the point of arrest in compliance with Alaska Statute 33.30.081 and any other applicable law or regulation.

## CHAPTER 3

### ADMISSION TO COMMUNITY JAILS

#### Legal Authority to Admit

03.01 No person may be admitted to a community jail unless:

- (a) the arresting or transporting officer executes a remand-to-custody order in the presence of the admitting jail staff member;
- (b) the jail, arresting officer or transporting officer produces commitment papers properly executed by a court; or
- (c) the officer who has taken custody of a person and seeks to admit that person under AS 47.30.705 or AS 47.37.170(a) or (b), respectively, executes a remand-to-custody order in the presence of the admitting staff member and certifies in writing that he or she has exhausted all other alternatives for placement under AS 47.30.705 or AS 47.37.170(a) or (b), respectively.
- (d) Persons under the age of 18 may not be admitted to a community jail except when charged as an adult as permitted under AS 47, upon court order or as otherwise permitted under AS 47. See Classification, Section 4.04 of these standards for housing requirements of persons under 18.

#### Components of Admission

03.02 The process of admitting a person charged with or convicted of an offense, or in protective custody, includes the searching, fingerprinting in accordance with State law or regulations, or photographing of inmates, inventory and storage of the individual's personal property, medical screening and collection of personal history data.

#### Search Upon Admission

03.03 The community jails administrator shall develop a policy and procedure regarding searches upon admission consistent with the following provisions:

- (a) Community jail staff shall pat search an inmate and hand carried items for weapons or other contraband immediately upon entrance to a community jail.

## CHAPTER 3

### ADMISSION TO COMMUNITY JAILS

- (b) Except as provided in (c) and (d) of this section, a full and complete search of an inmate and the inmate's personal effects must be made to complete the admissions process. The purpose of the search is to account for property, prevent the introduction of contraband or weapons, and ascertain the inmate's true identity. Jail staff shall require the inmate to undress as part of the search upon admission.
- (c) Notwithstanding (b) of this section, an inmate detained on a bailable offense must be afforded an opportunity to post bail for release before an inventory search of the inmate's property is conducted or the inmate is strip searched. If the inmate is able to post bail or otherwise arrange release within one hour after entrance into the jail, an inventory or strip search may not take place.
- (d) Notwithstanding (b) of this section, an inmate detained on a misdemeanor or other minor offense may not be strip searched unless there exists a reasonable suspicion that the inmate is concealing a weapon or contraband. Reasonable suspicion may be based on the crime charged, the particular characteristics of the inmate including any prior arrest record, and the circumstances of the arrest. A written record must be made of any strip search conducted under this section, and must detail the reasonable suspicion justifying the search.
- (e) A body cavity search may only be performed as described in Section 06.14 of these standards.
- (f) A staff member of the same sex as the inmate shall conduct a strip search of the person in accordance with Sections 06.10 and 06.11 of these standards.

#### Health Screening Upon Admission

- 03.04 A health screening must be conducted on all inmates upon admission into a community jail as required under Section 05.05 of these standards.

## CHAPTER 3

### ADMISSION TO COMMUNITY JAILS

- 03.05 No person may be admitted to a community jail if unconscious or in immediate need of medical attention. The initial admission process may not be commenced until the admitting staff member is satisfied that the inmate has received appropriate medical attention.

#### **Inmate Orientation**

- 03.06 As soon as reasonable, upon initial admission all inmates must be provided written notice about the facility's rules and services.
- 03.07 Community jail staff shall provide an orientation to the jail within the first 72 hours of an inmate's incarceration. Each inmate must have access to information about the facility's rules governing inmate treatment and conduct, listing of services available, methods of seeking information or assistance, procedures for making complaints, emergency procedures, and any other information necessary to enable the inmate to adapt to the routine of the jail. Community jails shall make a reasonable effort to provide an interpreter, if necessary, to communicate this information.

## CHAPTER 4

### CLASSIFICATION

#### Classification Policy

- 04.01 The community jail administrator shall establish a written policy and procedure governing inmate classification.
- 04.02 All inmates shall be subject to a classification system which assigns inmates to appropriate levels of custody and housing requirements.
- 04.03 Inmates may not be subjected to discrimination in classification decisions on the basis of race, color, creed, national origin, sex (except as required for privacy) or economic status.

#### Housing

- 04.04 The inmate classification system shall provide for the separate housing of the following categories of inmates:
- (a) Male inmates shall be housed separate and apart from female inmates;
  - (b) Except when remanded as adults, persons under the age of 18 shall be housed in separate quarters so that the minor cannot communicate with or view adult inmates;
  - (c) Persons requiring administrative segregation shall be housed separately from other inmates.

#### Inmate Work

- 04.05 Jails with an inmate work program including jail maintenance, public work projects and community service must have a written plan for inmate work assignment.
- 04.06 Furlough and work release programs must be administered as directed by the oversight agency consistent with state laws and regulations.

## CHAPTER 5

### HEALTH CARE SERVICES

#### Health Care Services Policy

- 05.01 The community jail administrator shall develop a written plan to provide emergency and necessary medical care to inmates comparable with that in the community.
- 05.02 Written policies and procedures governing the delivery of medical, mental health and dental services must be approved by the oversight agency in conjunction with the Department of Corrections Inmate Health Care Unit. The policy must address the following areas:
- (a) Health screening - completion of health appraisal form;
  - (b) Disposition of emergency medical needs before admission;
  - (c) Referral and care of mentally ill, suicide-prone, retarded and disabled inmates;
  - (d) Arrangements for detoxification;
  - (e) Arrangements for emergency and necessary medical care;
  - (f) Management of pharmaceuticals;
  - (g) Notification of next of kin in case of serious illness, injury or death; and
  - (h) Isolation of and treatment of inmates with communicable diseases.
- 05.03 A first aid kit must be maintained in the jail. The community jail administrator shall ensure the monthly inspection and maintenance of the kits.
- 05.04 The community jail administrator shall establish a written procedure for inmates to report sickness, injury or need for health care (i.e. medical, dental and mental health). Inmates must be advised of this procedure upon admission to the jail.

#### Health Screening Procedure

- 05.05 A staff member trained in accordance with Section 10.03 of these standards shall perform a health screening on all inmates at the time of

## CHAPTER 5

### HEALTH CARE SERVICES

admission to the facility. The results of the health screening must be recorded on a form approved by the oversight agency. The health screening form must document the following:

- (a) Current illness and health problems, including dental problems, sexually transmitted diseases, tuberculosis, hepatitis and other infectious diseases;
- (b) Special health requirements and medication taken;
- (c) Use of alcohol or drugs which includes types, methods, date or time of last use, and history of problems that may have occurred after ceasing use;
- (d) Indicators of suicidal behavior;
- (e) Past or present treatment or hospitalization for mental disturbances;
- (f) Indicators of possible mental illness;
- (g) Behavior to include state of consciousness, mental status, appearance, conduct, tremor, sweating or pain;
- (h) Body deformities, trauma markings, bruises, jaundice, rashes and evidence of body vermin;
- (i) Placement in the jail or referral to health care services; and
- (j) Inmate injuries reported at time of the initial booking process.

#### **Tuberculosis Testing**

05.06 All inmates who remain in the jail longer than three days should be provided a PPD test (Purified Protein Derivative of tuberculin also known as a Mantoux test) for tuberculosis, when available from public health services.

## CHAPTER 5

### HEALTH CARE SERVICES

#### Infectious Disease

05.07 Inmates suspected of having contagious or infectious diseases must be isolated immediately from other inmates and be examined by a health care professional as soon as possible. In cases where removal to a hospital is not ordered, the physician's instructions regarding care of the patient and sanitizing of eating utensils, clothing, and bedding must be carefully followed and documented.

#### Detoxification

05.08 The community jail administrator shall establish a written protocol, approved by the oversight agency, for inmate detoxification.

#### Informed Consent

05.09 Except in a medical emergency, all examinations, treatment, and procedures must be conducted with informed consent. An exception may be made at the discretion of the treating health care provider when public health concerns require immediate intervention.

#### Management of Pharmaceuticals

05.10 Written procedures must be established to provide for the proper management of pharmaceuticals including the following:

- (a) Upon admission of an inmate, a designated staff person shall verify with a physician or other qualified medical staff the contents of all medication containers and the need for continued use;
- (b) All prescriptions must be labeled with the inmate's name, and the name of the prescribing physician as well as the prescription number, type of medication, prescribed dosage, time to be distributed, date of prescription, and expiration date;
- (c) All prescription medications must be securely stored within the jail;
- (d) All prescriptions must be distributed in the prescribed dosage at the prescribed time by designated jail employees, who have received appropriate training in the distribution of medications in a jail environment; and

## CHAPTER 5

### HEALTH CARE SERVICES

- (e) All distribution of medications must be recorded on the form approved by the oversight agency.

#### Health Records

- 05.11 All active inmate health records must be maintained in accordance with Section 07.03 of these standards.

## CHAPTER 6

### SECURITY

#### Jail Security

- 06.01 The community jail administrator shall establish a written policy and procedure to govern all aspects of jail security and control. The written policy and procedure must address, at a minimum, the following:
- (a) inmate supervision and management;
  - (b) inmate and facility searches and contraband control;
  - (c) control of keys, tools and weapons;
  - (d) security inspections and maintenance of security systems;
  - (e) emergency procedures; and
  - (f) inmate transportation.
- 06.02 The jail must have a security perimeter designed to prevent access to the facility by unauthorized personnel, to prevent escape, to separate inmates from access to confidential business conducted at the facility and to separate inmates from visual and physical contact with the public.
- 06.03 All security perimeter entrances, cell block doors, and doors opening into a corridor within the security perimeter must be kept secured except when in use. Doors to vacant and unoccupied cells in housing units, and in storage units must be kept secured at all times.
- 06.04 The community jail administrator shall maintain records of weekly facility inspections of all locks, bars, windows, floors, walls, ventilators, access plates, glass panels, protection screens, doors and other security equipment. The community jail administrator shall promptly correct any identified problems.

#### Inmate Supervision and Management

- 06.05 The community jail administrator shall ensure that inmates are viewed personally by facility employees often enough to maintain their safekeeping but in no event less than one time per hour. The community jail administrator shall ensure that more frequent direct observation be made of persons who are violent, suicidal, mentally ill, visibly intoxicated

## CHAPTER 6

### SECURITY

or incapacitated by alcohol or drugs, or who have other special problems or needs warranting closer observation.

- 06.06 Light levels in all inmate housing areas must be at least 20 foot candles measured three feet above the floor. Night lighting levels must permit adequate illumination for supervision, yet not unduly hinder restful sleep.
- 06.07 The jail must have a system to physically count inmates. At least three documented inmate counts, during which the inmate's physical presence is confirmed must be conducted every 24 hours.

#### Searches and Contraband Control

- 06.08 Each facility must be regularly searched for prohibited articles. Searches must be periodic and timed so that they are not anticipated. Jail Officers shall thoroughly inspect each cell for contraband prior to assignment of an inmate and shall inspect each cell upon the removal of an inmate.
- 06.09 Searches of individual inmates must be reasonably related to the security interests of the facility. All searches must be conducted in a manner which preserves the dignity of the inmate to the greatest extent possible.
- 06.10 All searches must be of the least intrusive type necessary to satisfy the safety and security needs of the facility. Absent exigent circumstances, all strip searches must be conducted by facility employees of the same sex as the inmate, except for qualified medical personnel acting at the direction of facility personnel. When a strip search is conducted by an officer of a different sex from that of the prisoner being searched, a second officer must be present during the search, and the search conducted with the same regard for dignity and privacy as a non-exigent search.
- 06.11 All strip and body searches must be conducted in an area made private from the observation of persons not involved in conducting the search. Additional staff who are responsible for providing security during the search may be present.

## CHAPTER 6

### SECURITY

- 06.12 Strip searches may be conducted under the following circumstances:
- (a) upon initial admission, except as set out in Section 03.03; of these standards
  - (b) upon apprehension from an escape or attempted escape;
  - (c) upon initial admission to segregation;
  - (d) upon re-entry into a facility after leaving the security perimeter or grounds;
  - (e) at the conclusion of a contact visit;
  - (f) upon returning from an area where tools were present or in use, or other similar circumstances;
  - (g) upon return from the grounds of a facility which are accessible for the introduction of contraband, and other similar circumstances; or
  - (h) if reasonable suspicion exists to believe that the inmate possesses contraband, weapons, criminal evidence, or other things concealed which present a threat to the safety and security of the facility.
- 06.13 All pat searches should be conducted by facility employees of the same sex if available and on duty. Inmates are subject to pat search by facility staff at any time.
- 06.14 An inmate is subject to a body cavity search only if probable cause exists to conclude that the prisoner possesses contraband inside a body cavity. A body cavity search may be conducted only by qualified medical personnel in the presence of facility staff of the same sex as the inmate being searched. A written record must be made of any body cavity search and must detail the facts supporting probable cause justifying the search.
- 06.15 The community jail administrator shall maintain a list of items designated as contraband and shall describe contraband in inmate rules and visiting rules. All contraband items found during facility or inmate searches must be seized and the details of the search and seizure must be documented. When a crime is suspected or a rule violation alleged to have been committed within the facility, all evidence must be maintained and made available to proper authorities.

## CHAPTER 6

### SECURITY

#### Key, Tool and Weapon Control

- 06.16 All jail employees must be familiar with the locking system of the jail and be able to release inmates immediately in the event of a fire or other emergency. The community jail administrator shall ensure that the keys and locking devices are in working condition.
- 06.17 The community jail administrator shall establish a key control system which includes, at a minimum, the following provisions:
- (a) All keys not issued to employees must be stored in a secure depository which is inaccessible to unauthorized persons at all times.
  - (b) There must be an accounting procedure for the issuance and return of keys.
  - (c) A duplicate set of keys must be maintained in a separate, secure place.
  - (d) Inmates are prohibited from handling keys which operate security locks.
  - (e) A key inventory must be maintained in which each lock is identified with its location, number of keys available, and key labels recorded.
  - (f) Precautions must be made to ensure the security and operation of non-key operated locks such as electrical switches or mechanical levers.
- 06.18 The community jail administrator shall establish a tool control system which includes, at a minimum, the following provisions:
- (a) All jail owned tools and other potentially dangerous equipment must be secured in a locked area or outside the security perimeter.
  - (b) Jail employees shall carefully monitor the use of tools and equipment by maintenance and repair workers within the security perimeter to ensure that tools are not left unattended, lost or forgotten.

## CHAPTER 6

### SECURITY

- (c) Tools and equipment that are used by inmates within the security perimeter may only be used under the direct supervision of jail employees.

#### **Firearms, Chemical and Other Weapons**

- 06.19 Except in emergency situations, no firearms, chemical agents, or other weapons may be permitted within the security perimeter.
- 06.20 All firearms, chemical agents, and other weapons assigned to the facility must be stored in an arsenal, vault or other secure area under lock and outside of the security perimeter.

#### **Use of Force**

- 06.21 Facility staff may not use physical force, chemical agents or mechanical restraints upon an inmate except when necessary in self defense, to protect a person from imminent physical harm, to enforce a lawful order of a staff member in the face of physical resistance by an inmate, to carry out medical instructions, to prevent escape or serious damage to property, or in the conducting of a search, and only then, to the extent necessary and for a period reasonably necessary to accomplish its purpose.
- 06.22 Jail employees discharging firearms, using chemical agents or any other weapon, or use of other force to control a situation, shall document the incident in a written report to the community jail administrator before going off duty.

#### **Fire Safety and Emergency Procedures**

- 06.23 Community jails must have a written policy and procedure providing for fire prevention and suppression practices, periodic fire drills and emergency evacuation procedures to ensure the safety of inmates, visitors and staff.

## CHAPTER 6

### SECURITY

- 06.24 Documentation of inspections conducted by the State of Alaska, Division of Fire Prevention or other qualified entity must be maintained. The community jail administrator shall make every effort to ensure that the facility is in compliance with fire protection life safety codes. The community jail administrator shall request annual inspections.
- 06.25 Community jail administrators shall develop a written evacuation plan for use in the event of fire and major emergencies. The plan must include routes of evacuation and provisions for housing of inmates after evacuation. An evacuation route must be clearly posted where it is visible to both inmates and staff. Periodic drills must be conducted.

#### **Emergency Electrical Power**

- 06.26 Community jails must have equipment necessary to provide emergency electrical power to maintain essential services, security and safety in the event of a power failure.
- 06.27 Electrically controlled locks must be designed to open automatically or operate with manual key operation, or be connected to an automatic backup electric power source.

#### **Emergency Lighting**

- 06.28 The facility must provide an emergency source of lighting capable of adequate illumination for supervision and evacuation in the event of a power failure.

## CHAPTER 7

### OPERATIONS

#### Inmate Records

- 07.01 An individual case record on each person admitted to a community jail must be opened and maintained. This record must contain all legal documentation pertaining to the inmate's incarceration and information concerning the prisoner which might affect the facility security or the inmate's adjustment to incarceration. The record must include information relating to the inmate's time accounting, including documentation of the time spent in custody. An inventory of all cash and valuables taken from the inmate at the time of booking must be recorded in the inmate file.
- 07.02 Individual case records on persons committed into protective custody shall be maintained as required in AS47.37.170. Protective custody, as authorized by AS47 does not constitute an arrest and no entry or other record may be made to indicate that the person detained has been arrested or charged with a crime, except that a confidential record may be made which is necessary for the administrative purposes of the facility to which the person has been taken or which is necessary for statistical purposes where the person's name may not be disclosed.
- 07.03 A health record must be maintained in the individual's confinement record and secured in a separate envelope that ensures confidentiality. The health record must contain all relevant health care information concerning the prisoner.

#### Food Service

- 07.04 The community jail administrator shall develop written policies and procedures to govern the facility's food service operation.
- 07.05 Three meals, two of which are hot, must be served at regular times daily with not more than 14 hours between the evening meal and breakfast; except that inmates may be served two nutritionally adequate meals on Saturdays, Sundays and holidays.
- 07.06 Provisions must be made for special diets when an inmate's religious beliefs require adherence to particular dietary practices. Jail staff shall contact appropriate clergy to secure diet specifications. In providing religious diets, the jail may exclude items containing alcohol, controlled substances, or other food items which may interfere with the orderly operation of the community jail.

## CHAPTER 7

### OPERATIONS

- 07.07 Food may not be withheld, nor may the basic menu be varied for a disciplinary sanction. However, finger food may be substituted for a hot meal when an inmate throws or otherwise misuses food.
- 07.08 Each facility must comply with the regulations established by the State of Alaska, Department of Environmental Conservation for sanitation, storage, preparation and service of food.
- 07.09 The community jail administrator shall request periodic inspections of the food service facilities and operations. The results of the inspection must be documented and corrective action taken as needed.
- 07.10 Written records must be maintained of all meals served, including special diets and the time and date served.
- 07.11 All garbage, dishes, utensils and other food service equipment must be promptly removed from cells and eating areas and properly accounted for. Disposable items may not be reused.

### Sanitation and Maintenance

- 07.12 The community jail administrator or designee shall conduct at least weekly sanitation and maintenance inspections which must be documented. Corrective action must be taken as needed.
- 07.13 A jail housekeeping plan must be developed to provide for daily housekeeping and regular maintenance by inmates and staff.
- 07.14 All plumbing, lighting, ventilation equipment, furnishings, and security hardware must be kept in good working order.
- 07.15 The community jail administrator will ensure that a sink with hot and cold running water as well as a working toilet are available to every inmate.
- 07.16 Facilities will maintain temperatures within the facility between 65 degrees and 80 degrees at all times. If temperatures exceeds or falls below this range, immediate steps will be taken to restore the temperature.

CHAPTER 7  
OPERATIONS

**Inmate Personal Hygiene**

- 07.17 Shower facilities must be provided at a minimum ratio of one shower for every 8 inmates. Water temperature at the shower head must be thermostatically controlled to a range between 100 - 120 degrees Fahrenheit.
- 07.18 Inmates must be provided with the following articles as soon as practical unless release is imminent:
- (a) soap,
  - (b) toothbrush and toothpaste,
  - (c) comb,
  - (d) products for female hygiene needs,
  - (e) towels,
  - (f) bedding and linen.
- 07.19 Inmates confined overnight must be provided a clean, firm, fire retardant mattress, a clean sheet or mattress cover, and clean blanket(s) sufficient to provide comfort under existing temperature conditions.
- 07.20 Inmates confined longer than seven days must be furnished clean bedding at least once a week. At least three towel exchanges must occur during a week.
- 07.21 Toilet articles and bedding may be removed from the cell when necessary for the safety of the inmate or security of the facility.

**Mail**

- 07.22 The community jail administrator shall establish a written policy and procedure to govern inmate mail.
- 07.23 The length, source, or volume of mail an inmate may send or receive may not be limited, except where necessary for reasons of public safety, facility order, or security.

## CHAPTER 7

### OPERATIONS

- 07.24 Inmate mail, both incoming and outgoing, may not be rejected except where there is reason to believe that the correspondence threatens the safety and security of the facility, an inmate, any public official or the general public, or is being used in the furtherance of illegal activities.
- 07.25 Incoming correspondence from attorneys, courts, government officials, officials of the confining authority or organizations that assist persons in the exercise of their legal rights may be opened only to inspect for contraband, but may not be read except pursuant to a court order. Such correspondence may be opened only in the presence of the inmate to whom it is addressed.
- 07.26 Except as provided in Section 07.25 of these standards, inmate mail, both incoming and outgoing, may be opened and inspected for contraband. Cash, checks, and money orders must be removed from incoming mail and promptly secured and recorded on the inmate's account. The inmate must be given a receipt for funds that are removed from any mail. If contraband is discovered in either incoming or outgoing mail, it must be removed and its disposition properly recorded.
- 07.27 If any publication, correspondence, or contents of a package, or any other form of mail is rejected, the sender, if known, and the person to whom it is addressed must be notified in writing of the item rejected and the reasons for the rejection. Any item which is rejected must be returned to the sender or placed in the inmate's property, unless it contains illegal matter or is kept for evidence.
- 07.28 Inmates must be permitted to send sealed letters to attorneys, courts, government officials, officials of the confining authority, or any other organization determined by the court to receive privileged mail.
- 07.29 Upon request, inmates must be provided with writing supplies and postage for letters to their attorneys, the courts, government officials and officials of the confining authority. These supplies must be provided at no expense to indigent inmates.
- 07.30 Incoming and outgoing mail must be delivered in a timely fashion.

## CHAPTER 7

### OPERATIONS

#### Telephone

- 07.31 The community jail administrator shall establish a written policy and procedure that provides for inmate access to telephone services. The community jail administrator may establish reasonable hours for use consistent with facility operations.
- 07.32 Inmate calls may only be monitored or recorded as described in AS 33.30.231.
- 07.33 The facility may require that any costs for telephone toll calls be paid by the inmate or the party called.
- 07.34 Inmates must be allowed to make a reasonable number of telephone calls to their attorneys. Calls to attorneys may not be monitored. Inmates must be allowed to make telephone calls to their attorneys beyond the normal work day when necessary.
- 07.35 Telephone calls may be restricted as a result of disciplinary action except to the inmate's attorney or state ombudsman.

#### Visitation

- 07.36 The community jail administrator shall establish a written policy and procedure to govern visiting.
- 07.37 The jail must have an established visiting schedule with sufficient hours set aside weekly to fulfill the visiting opportunities of inmates in the facility. Time for visiting must be scheduled on at least two days each week, one of which must be during the weekend.
- 07.38 Each inmate, except as otherwise individually determined by the community jail administrator under Section 07.40 of these standards, shall have the opportunity for at least one hour of visiting each week in one or more visits. Visits must be at least 15 minutes in duration.
- 07.39 Minor children who are accompanied by a parent or legal guardian may be permitted to visit inmates.

## CHAPTER 7

### OPERATIONS

- 07.40 Visitation may be restricted or the visitor excluded for one or more of the following reasons:
- (a) The visitor refuses to register and show proper identification, consent to search, or to abide by the visiting rules;
  - (b) The visitor represents a clear and present danger to the facility;
  - (c) The visitor has a past history of disruptive conduct at the facility;
  - (d) The visitor appears to be under the influence of alcohol or drugs;
  - (e) The inmate refuses the visit; or
  - (f) A determination by the community jail administrator that the visit or visitor may jeopardize security or the orderly operation of the facility.
- 07.41 The written rules governing visitor conduct and responsibilities must be conspicuously posted in the visitor's area. If a visitor fails to abide by the rules, the visit may be terminated.
- 07.42 Visitors shall be required to register prior to admission to the visiting area.
- 07.43 The community jail administrator may, under extenuating circumstances, make special arrangements for inmate visitation when visits cannot reasonably coincide with regular visiting hours.
- 07.44 Except as provided in Section 07.46 of these standards, facility employees may monitor a visitor's conversations when proper notice is given and may observe visitation as necessary to maintain appropriate levels of security.
- 07.45 The facility must provide inmates adequate opportunities to meet with attorneys and the clergy. Attorneys and clergy must be permitted to visit inmates at reasonable hours other than during regularly scheduled visiting hours.
- 07.46 Visits with attorneys and clergy may not be subject to auditory monitoring, however may be visually observed as necessary to maintain appropriate levels of security.

## CHAPTER 7

### OPERATIONS

- 07.47 When requested, visits with attorneys or clergy must be of the contact type unless jail staff determines there is a substantial security justification to restrict the visit to a secure visit. When a contact visit is not allowed, the jail officer shall document the reasons for the restriction and notify the community jail administrator as soon as practical.
- 07.48 Attorneys and clergy may be pat searched prior to a contact visit. Any brief cases or packages are also subject to search.

#### Religious Activities

- 07.49 Inmates must be allowed to practice the religion of their choice as provided by the 1993 Religious Freedom Restoration Act and may have access to clergy, publications, and religious symbols, subject to limitations necessary to maintain facility security and order.

#### Community Programs and Services

- 07.50 Access to programs must be provided based on the available community resources and inmate need. The community jail administrator shall determine the offering of such programs consistent with inmate security and the orderly operation of the jail.

#### Exercise and Recreation

- 07.51 Inmates held in custody beyond 15 days must be provided opportunities for active physical exercise at least one hour per day, five days per week outside their cell. Rooms designated for exercise must be adequate in size and security to serve the inmate population. Day rooms may be acceptable, provided sufficient space is available.

#### Reading Materials

- 07.52 Reading materials must be available to all inmates on a daily basis, during hours set by the community jail administrator; and should include: a current local newspaper, current magazines and a reasonable selection of books.

## CHAPTER 7

### OPERATIONS

07.53 The community jail administrator may deny material that is obscene, interferes with or has adverse impact on rehabilitation, or incites or encourages any form of violence or other criminal activity.

## CHAPTER 8

### GRIEVANCES AND COMMUNICATION

#### Grievance Procedure

- 08.01 Community jails must have a written grievance procedure to provide an avenue for inmates to express and resolve problems. Inmates must be advised of the grievance procedure.

#### Communication With Staff

- 08.02 The community jail administrator shall develop written procedures for inmate communication with staff. All inmates must be apprised of the procedures.

## CHAPTER 9

### STAFFING

#### Requirements

- 09.01 Community jails must maintain 24 hour supervision of inmates by at least one employee who is trained at least to the extent provided in 09.07 of these standards and is able to identify and immediately respond to emergencies at any time inmates are housed in the jail.
- 09.02 Community jails must have sufficient staff to perform all functions relating to the security, custody, supervision of inmates and operation of the jail.
- 09.03 Consistent with Section 06.05 of these standards, electronic surveillance may not substitute for personal observations by facility staff, but may supplement them.

#### Hiring Standards

- 09.04 The community jail administrator shall establish standards for the selection of staff who will be responsible for the supervision of inmates. These standards are subject to review and approval by the oversight agency.

#### Minimum Qualifications for Community Jail Officers

- 09.05 Community jail officers must meet the following minimum qualifications:
- (a) Must be at least 19 years of age;
  - (b) Must not have a prior felony conviction;
  - (c) Must not have any conviction for sale of illegal drugs;
  - (d) Must not have any conviction for the use of any drugs other than marijuana and must not have a conviction for use of marijuana or for misdemeanor assault within three years of application.
  - (e) Must be able to read, understand, and apply jail rules and policies.

## CHAPTER 9

### STAFFING

- (f) Must have ability to see, hear and respond to routine and emergency duties and responsibilities as described in the facility procedures.
- (g) Must have work experience or reputation which demonstrates a good reputation, good work habits, and fairness to all cultures.
- (h) Must comply with the Drug Free Work Place policy as required by Section 01.07 of these standards.

#### Emergency Guard Hires

- 09.06 Emergency guard hires will be conducted in accordance with state law and will only be made when normal staffing is not available to fulfill the requirement for 24 hour supervision of inmates. Emergency guards may only be utilized for up to 5 consecutive days.
- 09.07 The community jail administrator shall develop a brief training module in either written or video tape form for presentation to any person hired as an emergency guard. The training module must provide specific instructions to the emergency guard concerning the recognition of emergencies concerning inmates and the course of action to be taken when an emergency arises. The training module must be reviewed by an emergency guard each time hired regardless of past training experience.
- 09.08 The training module may also include information concerning other operational and/or administrative matters that the community jail administrator wishes to include.
- 09.09 Whenever a change is made to the training module for emergency guard hires, it must be submitted to the oversight agency for approval.
- 09.10 Prior to an emergency guard supervising inmates, the community jail administrator shall verify that the emergency guard has been given the training module to insure that the emergency guard can identify and immediately respond in an appropriate manner to emergencies concerning the inmates being supervised.
- 09.11 The community jail administrator shall develop a form which must be submitted with the emergency guard hire payment packet, and signed by

## CHAPTER 9

### STAFFING

the emergency guard and the person providing the training module certifying that the emergency guard has undergone the training.

#### Code of Ethics

- 09.12 The community jail administrator shall adopt a code of ethics consistent with the standard established in 13 AAC 85.230(d).

## CHAPTER 10

### TRAINING

#### Minimum Training

- 10.01 Community jail administrators shall complete a 40 hour jail administrators course within one year of employment, and 24 hours of annual in-service training provided by the oversight agency.
- 10.02 All new employees of community jails must be provided an orientation program appropriate to job assignments within the first week of employment.
- 10.03 Within the first year of employment, a community jail officer whose position involves supervision or regular contact with inmates must be provided 80 hours of minimum basic training in the following areas:
- (a) Security and search procedures;
  - (b) Supervision of inmates;
  - (c) Use of force and methods of self-defense;
  - (d) Report writing;
  - (e) Rights and responsibilities of inmates;
  - (f) Fire and emergency procedures;
  - (g) Communication skills and interpersonal relations;
  - (h) Special needs inmates;
  - (i) Recognition of the signs and symptoms of mental illness and retardation, substance abuse, physical deficiencies and suicide prone behavior;
  - (j) Cross cultural awareness;
  - (k) Legal issues and liability concerning corrections;
  - (l) First aid, cardiopulmonary resuscitation, and emergency trauma treatment;

## CHAPTER 10

### TRAINING

- (m) Inmate/staff health issues and concerns and proper distribution of medication:
- (n) Staff duties, statutes, regulations and local facility rules, procedures and policies and community jail standards.

#### **Prior Training**

10.04 Community Jail Officers with prior training that meets or exceeds the minimum standards and is approved by the oversight agency will satisfy the requirements of Section 10.03 of these standards.

#### **In-service Training**

10.05 All Community Jail Officers must be provided a minimum of 24 hours of in-service correspondence or APSC certified training annually.

#### **Training Records**

10.06 The community jail administrator shall maintain a complete and current record of all training received for each jail officer.

## CHAPTER 11

### INMATE DISCIPLINE

#### Disciplinary Policy

- 11.01 The community jail administrator shall provide written rules of inmate conduct that specify prohibited acts within the facility and the penalties that may be imposed. Prohibited acts and penalties must be approved by the oversight agency.

#### Minor Infractions

- 11.02 Procedures for dealing with minor rule infractions may include restrictions of privileges, a warning, verbal reprimand, or counseling. The procedures must include:
- (a) Informing the inmate of the specific charges;
  - (b) Providing an opportunity for the inmate to explain or deny the charges before any decision is made;
  - (c) Notifying the inmate of any report placed in the inmate's file and or intended action;
  - (d) Providing the inmate with the right to appeal any disciplinary decision or action.

#### Disciplinary Process

- 11.03 The community jail administrator shall establish a written policy for hearing cases involving the loss of good time or punitive segregation. The process must include:
- (a) Informing the inmate of the specific charges;
  - (b) Providing the inmate with a 48 hour notice of the intended time of the hearing;
  - (c) Providing an inmate advisor upon the request of an inmate and agreement by the requested advisor;
  - (d) Conducting a hearing under the direction of an impartial person;

## CHAPTER 11

### INMATE DISCIPLINE

- (e) Providing an opportunity for the inmate to explain or deny the charges and an opportunity to present witnesses and evidence;
- (f) Provision for tape recording the hearing;
- (g) Notifying the inmate of the resulting decision; and
- (h) Providing the inmate with the right to appeal any disciplinary decision or action.

#### Loss of Good Time

11.04 A community jail may not forfeit any good time of a state prisoner, but may recommend a forfeiture to the Department of Corrections.

#### Law Violations

11.05 When an inmate allegedly commits an act that constitutes a felony, the case must be referred to the appropriate authority for possible prosecution.

## CHAPTER 12

### FACILITY RATED CAPACITIES

#### Capacity

12.01 Community jails will be assigned a maximum capacity by the oversight agency in accordance with these standards. When the capacity is exceeded, the community jail administrator shall take reasonable steps to reduce the number of inmates to the maximum capacity. The number of persons a facility may house in a particular cell, unit, or jail will be based upon available square footage, sanitary fixtures, staffing, facility programming and fire, life safety codes, other physical plant features, and other relevant factors specified in these standards as determined by the oversight agency.

#### Maximum Days

12.02 The oversight agency will rate each facility for the length of time an inmate may be continuously incarcerated at the facility. Absent a written waiver by the inmate, a court order, or an inability to transfer an inmate due to weather or other conditions beyond the control of the facility or the agency responsible for the transport, any inmate who exceeds the rated length of time must be transferred to a State Correctional facility as soon as practical.



## CHAPTER 13

### DEFINITIONS

- (f) who are sentenced prisoners within 30 days of release and returning to the local community;
  - (g) who are held under AS 47.
- 13.06 **COMMUNITY JAIL ADMINISTRATOR** - The Chief of Police, Director of Public Safety or other supervising employee responsible for the operation of the jail.
- 13.07 **COMMUNITY JAIL OFFICER (CJO)** - A community jail officer may be a full time jail officer, police officer or staff with combined duties such as dispatch and jail. A CJO must meet the minimum qualifications and complete required training.
- 13.08 **COMMUNITY RESOURCES** - Any individual, public or private organization or agency which offers services which can meet the needs of the jail.
- 13.09 **CONTRABAND** - Any item possessed by inmates or found within the confinement area of the jail which is declared illegal by law or not specifically approved by the jail for inmate possession.
- 13.10 **DAY ROOM SPACE** - A secure area, directly adjacent to an inmate living area used for inmate activities such as showering, exercise, recreation, and dining. Spaces originally designed for movement, such as corridors, are not day room spaces.
- 13.11 **DETENTION** - The confinement of an inmate in a secure area.
- 13.12 **DISTRIBUTION OF MEDICATION** - The disbursement of medication from a stock or prescription container per package instructions.
- 13.13 **EXIGENT CIRCUMSTANCES** - Any set of circumstances which requires immediate action to address a threat to the security and/or order of community jail.
- 13.14 **GRIEVANCE** - A written complaint filed by an inmate with the community jail administrator concerning personal health and welfare or the operations of the jail.

## CHAPTER 13

### DEFINITIONS

- 13.15 **HEALTH RECORDS** - A file containing a written account of medical examinations and treatments maintained separately from inmate records in a confidential envelope.
- 13.16 **HEALTH SCREENING** - A system of structured observation and initial health assessment for inmates newly introduced into a facility.
- 13.17 **INMATE** - Any person confined in a jail facility under authority of State law.
- 13.18 **LIFE SAFETY CODE** - A manual published by the National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest; as used in these standards, the term specifically means the Life Safety Code adopted and interpreted by the Alaska State Fire Marshall.
- 13.19 **NECESSARY MEDICAL CARE** - That level of medical care required to be given a prisoner if a health care provider exercising ordinary skill and care at the time of observation concludes with reasonable medical certainty; (1) that the prisoner's symptoms evidence serious disease or injury; (2) that such disease or injury is curable or might be substantially alleviated; and (3) that the potential for harm to the prisoner, by reason of delay or denial of care, could be substantial. The test is one of medical necessity and not simply that which may be considered merely desirable.
- 13.20 **OBSCENE** - Words, gestures, language, books, newspapers, periodicals or other written or pictorial materials that the average person, applying contemporary community standards, would find depicts or describes, in a patently offensive way, ultimate sexual acts, masturbation, excretory functions, lewd exhibition of the genitals or sexual sado-masochistic activity; that the work, taken as a whole, appeals to the prurient interest; and that the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.
- 13.21 **OVERSIGHT AGENCY** - The state agency which has direct administrative and oversight responsibility to contract for community jails.
- 13.22 **PAT SEARCH** - A visual and physical pat-down of a person's clothing and body parts which are feasible without the removal of clothing.

## CHAPTER 13

### DEFINITIONS

- 13.23 **PROTECTIVE CUSTODY** - A form of custody authorized by AS47 and utilized for the purposes of providing direct supervision of incapacitated or severely intoxicated persons as authorized by AS47.37.170 or persons believed to be in need of direct supervision due to mental illness as authorized by AS47.30.705 or by order of a court.
- 13.24 **PUNITIVE SEGREGATION** - Separation from the general population by confinement to a single cell as a result of rule violations. Punitive segregation may occur only after a finding of a rule violation.
- 13.25 **SAFETY EQUIPMENT** - Fire-fighting equipment (chemical extinguishers, hoses, water supplies, alarm systems, sprinkler systems), gas masks, fans, first-aid supplies, and other equipment to ensure the safety of staff, inmates, and visitors.
- 13.26 **SECURITY PERIMETER** -The outer portions of a jail which actually provide for secure confinement of inmates.
- 13.27 **STATE COMMUNITY JAIL COORDINATOR** - The liaison person appointed by the oversight agency to coordinate community jail contracts, budgets and compliance with community jails standards.
- 13.28 **STRIP SEARCH** - An examination that includes the visual inspection of an inmate, including a visual inspection of the outer genital area and inside the mouth, nostrils, and ears for the detection of weapons, contraband, physical abnormalities, and a thorough search of all the inmate's clothing after the inmate disrobes.

## IX. NEW BUSINESS

### d. Awarding of 2018 Scholarship: High School Graduate and Returning Student Scholarships to Kotzebue High School Graduates

1. Caila Sieh – high school
2. Ezkiel Eakin
3. Louis Edenshaw
4. Agnagin Schaeffer
5. Elena Maite Nelson-Loya
6. Lucero Belen Nelson-Loya

All applicants have provided the necessary documents to award scholarships to if the city council so desires.