



# City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

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**Regular City Council Meeting**

**Tuesday, October 25, 2016**

**6:30 P.M.**

**Council Chambers; Bethel, Alaska**



# City Council Meeting Agenda Regularly Scheduled Meeting October 25, 2016 – 6:30 pm City Hall 300 State Highway, Bethel, AK City of Bethel Council Chambers

Rick Robb  
Mayor  
Term Expires 2017  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Byron Maczynski  
Vice-Mayor  
Term Expires 2016  
545-8010  
[bmaczynski@cityofbethel.net](mailto:bmaczynski@cityofbethel.net)

Leif Albertson  
Council Member  
Term Expires 2017  
543-2819  
[lalbertson@cityofbethel.net](mailto:lalbertson@cityofbethel.net)

Nikki C. Hoffman  
Council Member  
Term Expires 2017  
543-2608  
[nhoffman@cityofbethel.net](mailto:nhoffman@cityofbethel.net)

Alisha Welch  
Council Member  
Term Expires 2017  
545-6026  
[arwelch@cityofbethel.net](mailto:arwelch@cityofbethel.net)

Fred Watson  
Council Member  
Term Expires 2018  
[fwatson@cityofbethel.net](mailto:fwatson@cityofbethel.net)

Pete Williams  
Acting City Manager  
543-2047  
[pwilliams@cityofbethel.net](mailto:pwilliams@cityofbethel.net)

Lori Strickler  
City Clerk  
543-1384  
[lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

Patty Burley  
City Attorney

Mary Sattler  
Lobbyist

## **I. CALL TO ORDER**

## **II. PLEDGE OF ALLEGIANCE**

## **III. ROLL CALL**

## **IV. PEOPLE TO BE HEARD – Five minutes per person**

## **V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**

## **VI. APPROVAL OF MEETING MINUTES**

a) \*10-11-2016 Regular Meeting Minutes P2

b) \*10-17-2016 Special Meeting Minutes P15

c) \*10-18-2016 Special Meeting Minutes P19

## **VII. REPORTS OF STANDING COMMITTEE**

## **VIII. SPECIAL ORDERS OF BUSINESS**

a) Diabetes Awareness Proclamation (Mayor Robb) P3

b) Extra Mile Day Proclamation Recognizing The \_\_\_ City Of Bethel Volunteers (Mayor Robb) P32

## **IX. UNFINISHED BUSINESS**

a) Public Hearing Of Ordinance 16-31: Amending Title 10, Chapter 3, Of The Bethel Municipal Code, Related To The Operation Of Snow Machines And ATV's On Bethel Roads (Mayor Robb)P34

b) Public Hearing Of Ordinance 16-32: Acquisition Of Property, Easements For Institutional Corridor Project – Kipusvic (Acting City Manager Williams) P39

c) Public Hearing Of Ordinance 16-33: Acquisition Of Property, Easements For Institutional Corridor Project – BNC(Acting City Manager Williams) P46

d) Public Hearing Of Ordinance 16-34: Acquisition Of Property, Easements For Institutional Corridor Project – YKHC (Acting City Manager Williams) P53

e) Resolution 16-27: Council In Support Of Alaska Department Of Transportation For Bethel Airport Improvements (Vice Mayor Maczynski).P84

f) AM 16-66: Authorizing Administration To Sign The Statewide Transportation Alternatives Program FY 2013-2016 Grant Agreement To Accept Grant Funds To Construct A Gravel Trail (City Manager Capela) P85

i. IM 16-07: Alaska Transportation Alternatives Program Trail Grant (Acting City Manager Williams)

g) AM 16-70: Direct City Administration To Prepare And Submit An FY 2018 Alaska Community Transit Grant Application With \$80,580 Included From The City's Fiscal Year 2018 Budget As A Local Match (Acting City Manager Williams) P90

## **X. NEW BUSINESS**

a) \*Introduction Of Budget Ordinance 16-17 (b): Amending The FY 2017 Budget For E 911 Service (Acting City Manager Williams) P96

b) \*Introduction Of Budget Ordinance 16-17 (c): Amending The FY 2017 Budget For Janitorial Services At The Courthouse (Acting City Manager Williams) P98

Agenda posted on October 19, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

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

Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing November 8, 2016**)



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
October 25, 2016 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- c) AM 16-71: Take Home Vehicle Policy (Acting City Manager Williams) P100
- d) \*AM 16-72: Approving The Appointment Of Juan Delgado To The Energy Committee For A Term Of Three Years (Mayor Robb) P104
- e) AM 16-73: Janitorial Cleaning Contract For Court House (Acting City Manager Williams) P105
- f) AM 16-74: Directing Administration To Sign The Managed Services Agreement Between The City Of Bethel And ProComm Alaska For The Ongoing Maintenance of the Enhanced 911 System (Acting City Manager Williams) P118
- g) Establishing The City Of Bethel, State Capital Priority Request (Mayor Robb) P135A
- h) \*Administrative Leave Request For City Clerk November 1-3, 2016 Personal Leave Request October 28 (Mayor Robb)
- i) Direct Administration To Look For Grant Funding And To Work With Federal And State Representatives And Tribal Entities To Help Obtain Grant Funding For Opiate Treatment In The Region (Council Member Maczynski)

**XI. MAYOR'S REPORT**

**XII. MANAGER'S REPORTS**

**XIII. CLERK'S REPORT**

**XIV. COUNCIL MEMBER COMMENTS**

**XV. EXECUTIVE SESSION**

- a) AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity: Legal Liability For The Transit System (Mayor Robb)

**XVI. ADJOURNMENT**

Agenda posted on October 19, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

All Resolutions noted with an asterisk (\*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council. Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing November 8, 2016**)

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# ***Approval of the Meeting Minutes***

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**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on October 11, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski	<input checked="" type="checkbox"/> Council Member Alisha Welch
<input checked="" type="checkbox"/> Council Member Leif Albertson	<input checked="" type="checkbox"/> Council Member Mary Weiss
<input checked="" type="checkbox"/> Council Member Zach Fansler	
<b>Members Absent:</b>	
<input checked="" type="checkbox"/> Council Member Mary Weiss	
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> Acting City Manager Pete Williams	<input checked="" type="checkbox"/> City Clerk Lori Strickler

**Main Motion:** Suspend the rules to move Special Order of Business Items ABC to the next item of business.

Moved by:	Fansler
Seconded by:	Maczynski
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**IV. SPECIAL ORDERS OF BUSINESS**

**Item A** – Review Canvass Board Certificate Of Election, October 6, 2015.

**Item B-** Resolution16-31: Certifying The Results Of The City Of Bethel, Regular Municipal Election Held October 4, 2016.

**Main Motion:** Adopt Resolution 16-31.

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Moved by:	Fansler
Seconded by:	Maczynksi
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Item C-** Oath Administered To Newly Elected Council Members.

*Byron Maczynski, Fred Watson and Norman Ayagalria were administered their oath of office and took their place on the council bench.*

*Standing Council Members are:*

*Richard Robb  
Leif Albertson  
Byron Maczynksi  
Nikki Hoffman  
Alisha Welch  
Fred Watson  
Norman Ayagalria*

**V. PEOPLE TO BE HEARD**

Eileen Hendrickson, although a member of the Public Safety and Transportation Commission, stated her personal opposition to Action Memorandum 16-71; stated it appears there is a misunderstanding.

Larry Howard – There appears to be a lot of confusion between the directives from the City Council and the actions of the Police Department.

Gary Hansen – Thanked the Council for their hard work. The Council needs to consider how decisions are going to affect everyone before they make decisions.

Dave Trantham- Thanked the outgoing council members for serving their community. Title 29 governs a second class city; the people of Bethel cannot elect a mayor in this community. Suggested the Council Elect Council Member Alisha Welch as the mayor. Stated he believes the Council had been micromanaging the City Council.

Fritz Charles- Stated his opposition to some of the items outlined in Ordinance 16-31 such as the maximum speed of 25 miles per hour. Suggested banning four wheelers during certain times of the day.

Ira Flowers – Spoke in opposition to the active enforcement of the ATV and four-wheeler laws.

Mary Nanuwak Thanked the Council for their hard work and stated while she would have liked to win the election for Council, she is happy with the results. Additionally stated there should be someone to check the microphones and

Jennifer Fiess – Asked the Council to provide a provision clarification on the ATV and four-wheeler laws tonight to allow people to use their ATVs tomorrow.

Myron Nanning – ATVs are not just a city of Bethel issue, they are least expensive way of transportation. This is an issue for many communities in the Region.

**Item B – Public Hearing Of Ordinance 16-28: Authorizing A Lease Revenue Refund Bond.**

*[Time certain 7:30p]*

*Mayor Robb Opened the Public Hearing.*

*Mayor Robb Closed the Public Hearing.*

**PEOPLE TO BE HEARD *returned***

Vernon Blevins – Spoke in opposition to the active enforcement of ATV and four-wheeler laws.

**VI. APPROVAL OF THE CONSENT AND REGULAR AGENDA**

**Main Motion:** Approve the Consent and Regular Agenda.

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

**Removal from the Consent**

**Agenda:** Remove Introduction of Ordinance 16-31 from consent agenda.

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Moved by:  Hoffman

**Removal from the Consent**

**Agenda:** Remove New Business Items B, C, D, and I from the consent agenda.

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Moved by:  Albertson

## **VII. APPROVAL OF THE MEETING MINUTES**

**Item A** – Special City Council Meeting September 26, 2016  
*Passed on the consent agenda.*

**Item B** – Regular City Council Meeting September 27, 2016  
*Passed on the consent agenda.*

**Item C** – Special City Council Meeting September 30, 2016  
*Passed on the consent agenda.*

**Item D** – Special City Council Meeting October 3, 2016  
*Passed on the consent agenda.*

## **VIII. REPORTS OF STANDING COMMITTEES**

**Public Safety and Transportation Commission** –  
No one present to provide a report.

**Port Commission** –  
Commission Representative Alisha Welch –  
The floats are going to be pulled.

**Planning Commission** –  
Council Representative, Nikki Hoffman –  
Noting to report.

**Parks and Recreation Committee** –  
Committee Representative Brian Lefferts –  
The website for the pool is up and running; Discussed the repairs needed at Owl Park; questioned the status of the recommended dog park; continue to review the wellness program options; received an update of the Pinky's Park grant, the committee is considering requesting larger square footage for the multi-purpose field; discussed the trail from the hospital and the college.

**Finance Committee** –  
Council Representative, Leif Albertson –  
Looking over the suggested amendments to the sales tax code.

**Energy Committee** –  
Committee Recorder, John Sargent –  
Discussed the Energy Workshop that was held at the Cultural Center.  
Review and reworking the composting toilet ordinance.

Energy Grant opportunities.

**Public Works Committee –**

Council Representative, Byron Maczynski –

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

**Marijuana Advisory Committee –**

No report.

**IX. SPECIAL ORDER OF BUSINESS**

*Items A, B and C were moved ahead on the agenda.*

**Item D - Health Fitness Update On YK Fitness Center Operation.**

**X. UNFINISHED BUSINESS**

**Item A – Public Hearing Of Ordinance 16-27: Amending Bethel Municipal Code 18.60.010, Conditional Use Permit Authorization.**

**Main Motion:** Adopt Ordinance 16-27.

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

**Item B – Public Hearing Of Ordinance 16-28: Authorizing A Lease Revenue Refund Bond.**

*Mayor Robb Opened the Public Hearing.*

*No one present to be heard.*

*Mayor Robb Closed the Public Hearing.*

**Main Motion:** Motion to adopt was made on September 27.

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

**Item C – Public Hearing Of Ordinance 16-29: Acquisition Of Property, Easements For Institutional Corridor Project – AVEC.**

*Mayor Robb Opened the Public Hearing.*

*No one present to be heard.*

*Mayor Robb Closed the Public Hearing.*

**Main Motion:** Adopt Ordinance 16-29.

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

**Item D – Public Hearing Of Ordinance 16-30: Acquisition Of Property, Easements For Institutional Corridor Project- Walsh & Co.**

**Main Motion:** Adopt Ordinance 16-30.

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

**Item E – Resolution 16-27: Council In Support Of Alaska DOT For Bethel Airport Improvements.**

A motion to approve Resolution 16-27 was made at the  
**Main Motion:** September 13, 2016 Regular Meeting.

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Moved by:	Albertson
Seconded by:	Weiss
Action:	Postponed

**Subsidiary**

**Motion:** Postpone

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

**Item F – AM 16-66: Authorizing Administration To Sign The Statewide Transportation Alternatives Program FY 2013-2016 Grant Agreement To Accept Grant Funds To Construct A Gravel Trail.**

Motion to approve was made at the September 27, Regular  
**Main Motion:** Meeting.

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Moved by:	Hoffman
Seconded by:	Welch

Action: | Postponed

**Main Motion:** Suspend the rules to hear from John Sargent, Grant Manager.

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Moved by: Welch

Seconded by: Hoffman

Action: Motion carries by a vote of 7-0

In favor:  Robb  Maczynski  Albertson  Watson  Hoffman  Welch  Ayagalria

Opposed: 0

**Main Motion:** Postpone.

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Moved by: Albertson

Seconded by: Hoffman

Action: Motion carries by a vote of 4-3

In favor:  Albertson  Watson  Hoffman  Welch

Opposed:  Robb  Maczynski  Ayagalria

## XI. NEW BUSINESS

**Item A – Introduction Of Ordinance 16-31:** Amending Title 10, Chapter 3, Of The Bethel Municipal Code, Related To The Operation Of Snow Machines And ATV's On Bethel Roads.

**Main Motion:** Introduce Ordinance 16-31.

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Moved by: Hoffman

Seconded by: Maczynski

Action: Motion carries by a vote of 7-0

In favor:  Robb  Maczynski  Albertson  Watson  Hoffman  Welch  Ayagalria

Opposed: 0

**Primary Amendment:** Amend to strike under 10.03.030, Operations of Snow Machines Subsection 4., "side of the lane of traffic" and insert "shoulder of the road in the direction of traffic."

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Moved by: Welch

Seconded by: Hoffman

Action: Motion carries by a vote of 4-3

In favor:  Robb  Maczynski  Welch  Ayagalria

Opposed:  Albertson  Watson  Hoffman

**Secondary Amendment:** Amend to strike " correct shoulder of the road" and insert "as far right as feasible."

---

Moved by: Maczynski

Seconded by: Welch

Action: Motion carries by a vote of 5-2  
In favor:  Robb  Maczynski  Albertson  Welch  Ayagalria  
Opposed:  Watson  Hoffman

**Primary Amendment:** Amend 10.03.050 Snow Machine and ATV Drive Qualifications, A. to strike "18" and insert "16."

---

Moved by: Welch  
Seconded by: Maczynski  
Action: Motion does not carry by a vote of 0-7  
In favor: 0  
Opposed:  Robb  Maczynski  Albertson  Watson  Hoffman  Welch  Ayagalria

**Secondary Amendment:** Amend to strike "16," and insert "14."  
Amend Subsection 1. to insert "or permit."

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Moved by: Welch  
Seconded by: Maczynski  
Action: Motion does not carry by a vote of 1-6  
In favor:  Watson  
Opposed:  Robb  Maczynski  Albertson  Hoffman  Welch  Ayagalria

**Primary Amendment:** Amend 10.030.040 to insert A. "7. Passengers and drivers must use a helmet while operating on City roads."

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Moved by: Hoffman  
Seconded by: Albertson  
Action: Motion does not carry by a vote of 1-6  
In favor:  Albertson  
Opposed:  Robb  Maczynski  Watson  Hoffman  Welch  Ayagalria

**Secondary Amendment:** Amend to strike "drivers" and insert "minors."

---

Moved by: Hoffman  
Seconded by: Maczynski  
Action: Motion does not carry by a vote of 0-7  
In favor: 0  
Opposed:  Robb  Maczynski  Albertson  Watson  Hoffman  Welch  Ayagalria

**Primary Amendment:** 10.030.0050, A. 4. To insert "and passengers" and strike "operators."

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Moved by: Hoffman  
Seconded by: Albertson  
Action: Does not carry by a vote of 2-5  
In favor:  Albertson  Hoffman

Opposed: |  Robb  Maczynski  Watson  Welch  Ayagalria

**Primary**

**Amendment:** Amend to strike Operators under subsection 10.03.050 4.

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Moved by: Albertson  
Seconded by: Welch  
Action: Motion carries by a vote of 6-1  
In favor:  Robb  Maczynski  Albertson  Hoffman  Welch  Ayagalria  
Opposed:  Watson

**Item B – Introduction Of Ordinance 16-32: Acquisition Of Property, Easements For Institutional Corridor Project – Kipusvic.**

**Main Motion:** Introduction of Ordinance 16-32.

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Moved by: Welch  
Seconded by: Maczynski  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Watson  Hoffman  Welch  Ayagalria  
Opposed: 0

**Item C – Introduction Of Ordinance 16-33: Acquisition Of Property, Easements For Institutional Corridor Project – BNC.**

**Main Motion:** Introduction of Ordinance 16-33.

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Moved by: Hoffman  
Seconded by: Welch  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Watson  Hoffman  Welch  Ayagalria  
Opposed: 0

**Item D – Introduction Of Ordinance 16-34: Acquisition Of Property, Easements For Institutional Corridor Project – YKHC..**

**Main Motion:** Introduction of Ordinance 16-34.

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Moved by: Hoffman  
Seconded by: Maczynski  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Watson  Hoffman  Welch  Ayagalria  
Opposed: 0

**Item E – AM 16-70: Direct City Administration To Prepare And Submit An FY 2018 Alaska Community Transit Grant Application With \$80,580 Included From The City’s Fiscal Year 2018 Budget As A Local Match.**

**Main Motion:** Approve AM 16-70.

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Moved by:	Maczynski
Seconded by:	Welch
Action:	Postponed

**Main Motion:** Postpone.

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

**Main Motion:** Extend the meeting passed 11:00p.

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

**Item F-** Update/Explanation On Section 106 Review Process – Donlin Gold.

**Item G-** Administrative Leave Request For The City Clerk November 14, 15, 16.  
*Passed on the consent agenda.*

**Main Motion:** Extend the meeting passed 11:00p.

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

**Item H-** IM 16-04: Modification To The Transit System Personnel Recruitment And Hiring Structure.

**Item I-** IM 16-05: City Of Bethel Monthly Financial Statements.

**Item J-** AM 16-71: Direct Administration To Suspend Action Memorandum 16-67 Thereby Suspending The Increase Of Active Enforcement of state laws (including ticketing) related to the use of snowmobiles and ATVs on City and State roads in Bethel pending the outcome of a proposed ordinance regarding snowmobile and ATV use on city streets.

Motion to suspend the rules to hear from Amy Davis, Acting Chief of Police.

**Main Motion:**

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Moved by:	Maczynski
Seconded by:	Watson
Action:	Motion does not carry by a vote of 3-4
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Ayagalria
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Albertson

**XII. MAYOR’S REPORT**

**XIII. MANAGER’S REPORT**

**XIV. CLERK’S REPORT**

**XV. COUNCIL MEMBER COMMENTS**

Mayor Richard Robb –  
Welcomed the new council members.

Vice-Mayor Byron Maczynski –  
No comment.

Council Member Albertson –  
No comment.

Council Member Fred Watson –  
Thanked the citizens of Bethel for their vote.

Council Member Norman Ayagalria –  
Thanked the members of the community for their vote, looking forward to working for the community.

Council Member Nikki Hoffman –  
Clarified that the ATV laws are not new laws, the Council simply directed administration to enforce the laws. Provided condolences to the family in Akiachak for the loss of life cause by an ATV accident.

Council Member Alisha Welch –

Welcomed the new City Council Members, and thanked the outgoing members.

## **XVI. EXECUTIVE SESSION**

**Item A** – Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager.

**Item B-** AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity –Potential Litigation United Pools.

Move into Executive Session To Discuss Alaska Statutes 44.62.310: Personnel Matters (Unless The Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person.

AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity –Potential Litigation United Pools.

Those participating in the Executive Session will be the Council Members, City Attorney Burley, and City Manager Capela.

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**Main Motion:**

Moved by: Hoffman

Seconded by: Welch

Action: Motion carries by a vote of 7-0

In favor:  Robb  Maczynski  Albertson  Watson  Hoffman  Welch  Ayagalria

Opposed: –0

## **XVII. ADJOURNMENT**

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**Main Motion:** Adjourn

Moved by: Welch

Seconded by: Maczynski

Action: Motion carries by a vote of 7-0

In favor:  Robb  Maczynski  Albertson  Watson  Hoffman  Welch  Ayagalria

Opposed: 0

*Council adjourned at 12:34 p.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on October 17, 2016 at 6:30pm in the Council Chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski	<input checked="" type="checkbox"/> Council Member Fred Watson
<input checked="" type="checkbox"/> Council Member Leif Albertson	<input checked="" type="checkbox"/> Council Member Norman Ayagalria
<input checked="" type="checkbox"/> Council Member Alisha Welch	
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> Acting City Manager Pete Williams	<input checked="" type="checkbox"/> City Clerk Lori Strickler

**IV. PEOPLE TO BE HEARD**

Adriane Wagner, KYUK Reporter- Stated concerns related to the continued communication issued with the Bethel Police Department. This lack of communication is a transparency issue for the Municipality of Bethel.

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approval of the Agenda.

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

**Primary**

**Amendment:** Postpone Item D under New Business.

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

**VI. UNFINISHED BUSINESS**

**Item A- Election of Mayor**

<b>Nomination:</b>	Richard Robb
<hr/>	
Motion:	Maczynski

Round One Voting

6 Votes for Richard Robb  
 1 Vote for Alisha Welch

Richard Robb was elected Mayor by the Council.

**Item B- Election of Vice-Mayor**

<b>Nomination:</b>	Welch
<hr/>	
Motion:	Hoffman

<b>Nomination:</b>	Maczynski
<hr/>	
Motion:	Ayagalria

<b>Nomination:</b>	Albertson
<hr/>	
Motion:	Albertson

Round One Voting

4 Votes for Byron Maczynski  
 2 Votes for Alisha Welch  
 1 Votes for Leif Albertson

was elected Vice-Mayor by the Council.

**Item C - Appointment Of Committee/Commission Council Representatives and Appointments To Non Standing Committees.**

1. Parks, Recreation, Health, Aquatic and Safety Center Committee.

Council Member Watson is appointed to the Committee.

2. Planning Commission  
Council Member Hoffman is appointed to the Commission.

3. Finance Committee  
Council Member Albertson is appointed to the Committee.

4. Public Safety And Transportation Commission  
Council Member Ayagalria is appointed to the Commission.

5. Energy Committee  
Council Member Robb is appointed to the Committee.

6. Port Commission  
Council Member Welch is appointed to the Commission.

7. Public Works Committee  
Council Member Maczynski is appointed to the Committee.

8. Marijuana Advisory Committee  
Council Member Maczynski is appointed to the Advisory Committee.

*Council concurred to the appointments.*

1. Senior Center Advisory Committee  
Council Member Maczynski is appointed.

2. Yuut Elitnaurviat  
Council Member Albertson is appointed.

3. Transit Committee  
No one is appointed to the Transit Committee.

4. Delta Tobacco Control Alliance Member And Alternate  
Council Member Albertson is appointed and Council Member Welch is the Alternate.

5. Kuimavik Board Representative  
Council Member Robb is appointed.

*Council concurred to the appointments.*

**Item D-** Discussion With City Manager Candidate Bob Sivick.

*Council Member Albertson departed the meeting at 7:48p*

## VII. EXECUTIVE SESSION

**Item A-** Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager. Those participating will be City Clerk, Lori Strickler, Acting City Manager Pete Williams.

Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager. Those participating will be City Clerk, Lori Strickler, Acting City Manager Pete Williams.

### Main Motion:

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Motion:	Welch
Seconded by:	Hoffman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria
Opposed:	∅

## VIII. ADJOURNMENT

### Main Motion: Adjourn.

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Motion:	Welch
Seconded by:	Hoffman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria
Opposed:	∅

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on October 18, 2016 at 6:00pm in the Council Chambers, Bethel, Alaska.

Mayor Richard Robb called the meeting to order at 6:00p.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<input checked="" type="checkbox"/> Council Member Fred Watson	
<input checked="" type="checkbox"/> Council Member Norman Ayagalria	
<input checked="" type="checkbox"/> Council Member Alisha Welch	
<b>Those Absente are:</b>	
<input checked="" type="checkbox"/> Council Member Leif Albertson	<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> Acting City Manager Pete Williams	<input checked="" type="checkbox"/> City Clerk Lori Strickler

**IV. PEOPLE TO BE HEARD**

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approval of the Agenda.

Motion:	Hoffman
Seconded by:	Welch
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria
Opposed:	∅

**VI. UNFINISHED BUSINESS**

**Item A-** Discussion With City Manager Candidate Bob Sivick.

**VII. EXECUTIVE SESSION**

**Item A-** Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager. Those participating will be City Clerk, Lori Strickler, Acting City Manager Pete Williams.

Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager. Those participating will be City Clerk, Lori Strickler, Acting City Manager Pete Williams.

**Main Motion:**

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Motion:	Hoffman
Seconded by:	Welch
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria
Opposed:	∅

**VIII. ADJOURNMENT**

**Main Motion:** Adjourn.

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Motion:	Welch
Seconded by:	Hoffman
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria
Opposed:	∅

*Council Adjourned the meeting at 6:57p.*

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

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# ***Reports of Standing Committees***

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# City of Bethel, Alaska

## Planning Commission Meeting

Oct. 13, 2016

Regular Meeting

Bethel, Alaska

### I. CALL TO ORDER

A regular meeting of the Planning Commission was held on Thursday, Oct. 13, 2016, at 6:30 PM at the City Hall chambers room in Bethel, Alaska. Lorin Bradbury called the meeting to order at 6:30 pm.

### II. ROLL CALL

Comprising a quorum of the Commission, the following members were present for roll call: Lorin, Kathy, Cliff, and Nikki. Also present were Planning staff members Ted Meyer, Haley Hanson, and Betsy Jumper.

### III. PEOPLE TO BE HEARD

Nobody wished to be heard.

### IV. MOTION TO APPROVE THE MINUTES OF THE SEPT. 8, 2016 MEETING

<b>MOVED:</b>	Kathy Hanson	To approve the Sept. 8, 2016 minutes.
<b>SECONDED:</b>	Nikki Hoffman	
<b>VOTE ON MOTION</b>	All in favor 4 yes and 0 opposed. Motion carries.	

### V. APPROVAL OF THE AGENDA

#### MOTION TO APPROVE THE AGENDA OF Oct. 13, 2016

<b>MOVED:</b>	Kathy Hanson	To approve the agenda.
<b>SECONDED:</b>	Nikki Hoffman	
<b>VOTE ON MOTION</b>	All in favor 4 yes and 0 opposed. Motion carries.	

**VI. NEW BUSINESS:** A. PUBLIC HEARING: Application for a Conditional Use Permit for converting an existing duplex into a triplex. The legal description is Lot 5, block 1, plat number 71-425. The physical address is 013 Kwethluk Lane in City Subdivision (action item)

*Acting Chair Bradbury opened the public hearing.*

City Planner Ted Meyer presented his facts and findings on the conditional use permit.

Applicant Kevin Phelan stated the triplex would follow the existing roof line to blend in with the existing structure.

**People to be Heard:** Nobody wished to be heard.

**MOTION TO APPROVE THE CONDITIONAL USE PERMIT**

<b>MOVED:</b>	Nikki Hoffman	To approve the conditional use permit with the conditions of a 4' width between new triplex addition and the 4 parking spaces, and provide infill in space #1.
<b>SECONDED:</b>	Cliff Linderoth	
<b>VOTE ON MOTION</b>	All in favor 4 yes and 0 opposed. Motion carries.	

Acting Chair Bradbury closed the public hearing.

B. All Terrain Vehicle's (ATV's) trails. A discussion ensued.

**VII. PLANNER'S REPORT:** Ted went over the monthly report.

**VIII . COMMISSIONER'S COMMENTS:** **Kathy:** no comments, except I won't be here next month; **Nikki:** Traffic use pattern is a part of the Planning Commission—I'm a little bit disappointed we didn't have more of a discussion on this. Council wanted to know from this body about that; I'll go back to them and relay what was discussed because this is something that is going to become code. Other than that, I think we have a lot of other things on our plate to get at. **Cliff:** no comments; **Lorin:** a couple of comments, I really want to be sure when the council representative goes back to council with Planning Commission recommendations/findings, that it's an accurate accounting. This seems more like an issue for Public Safety. Also, looking at the Comprehensive map, I think some of us would have objections with it. I appreciate all Ted does here at the meetings, really well done.

**X. ADJOURNMENT**

<b>MOVED:</b>	Kathy Hanson	Motion to adjourn the meeting at 8:00 PM.
<b>SECONDED:</b>	Cliff Linderoth	
<b>VOTE ON MOTION</b>	4 yes and 0 opposed. Motion carries.	

The next meeting will be on November 10, 2016

\_\_\_\_\_, Joy Shantz, Chairman  
 ATTEST: \_\_\_\_\_, Betsy Jumper, Recorder



# City of Bethel, Alaska

## Public Works Committee Agenda

Wednesday, October 19, 2016 Regular Meeting 6:30PM City Hall Council Chambers

**MEMBERS**

Joseph Klejka  
*Committee Chair*  
Term Expires  
12/2017

Jennifer Dobson  
*Committee V. Chair*  
Term Expires  
12/2017

Byron Maczynski  
*Council Rep.*  
Term Expires  
10/2016

Scott Guinn  
*Committee Member*  
Term Expires  
12/2017

Robert Champagne  
*Committee Member*  
Term Expires  
12/2017

Delbert Egoak  
*Committee Member*  
Term Expires  
12/2018

Muzaffar Lakhani  
*Ex-Officio Member*

Pauline Boratko  
*Committee Recorder*



- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD: – (5 Minute Limit)**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF MINUTES:**
  - A. August 17, 2016
  - B. September 21, 2016-no meeting due to lack of quorum
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. UNFINISHED BUSINESS:**
  - A. Institutional Corridor Piped Water Supply Project
  - B. Sewer Lagoon, – PER (Preliminary Engineering Report) & ER (Environmental Report) for Truck Dump Site and other options/Funding strategies for sewer lagoon
  - C. Preventative maintenance logs and schedule for city trucks---- Byron Maczynski
  - D. update/discussion on the trail behind the college towards the hospital:---- Joseph Klejka
  - E. Leveling of the Bethel Heights Water Treatment Plant Building:---- Scott Guinn
  - F. Recommendation for Ordinance Modification Allowing Composting Toilets:---- John Sargent
  - G. 2015 Water Quality Reports & customer concerns:----Jennifer Dobson
- VIII. NEW BUSINESS:**
- IX. DIRECTORS REPORT:**
- X. MEMBER COMMENTS:**
- XI. ADJOURNMENT:**

Public Works Department  
Posted: October 13, 2016 - City Hall, Post Office, Corina's Case-lot, AC Store

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# City of Bethel, Alaska

## Public Safety & Transportation Commission

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October 4, 2016

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on October 4<sup>th</sup>, 2016 in the Bethel City Hall Council Chambers.

This meeting was called to order at 7:01 pm.

### II. ROLL CALL

Present: Joan Dewey *Chair*  
Mary Weiss *Council Representative*  
Eileen Henrikson *Vice Chair*  
Daniel Maczynski

Absent: Bill Howell *Fire Chief*  
Naim Shabani  
Julene Webber

Ex-Officio Present: Andre Achee *Chief of Police* (telephonically)  
Daron Solesbee *Fire Captain*  
Amy Davis *Investigations Sergeant*  
Christina Him *Recorder and Transportation Inspector Designee*

Ex-Officio Absent: Bill Howell *Fire Chief*

### III. PEOPLE TO BE HEARD

Ray Watson – Stated opposition to the active enforcement of ATV and four-wheeler laws, would like a recommendation that advocates for citizens who use ATV's and who are obeying the laws.

Loni Upshaw - Stated opposition to the active enforcement of ATV and four-wheeler laws.

Leif Albertson – Clarifying City Council's objectives with the active enforcement of ATV and four-wheeler laws.

Rick Robb – Stated opposition to the active enforcement of ATV and four-wheeler laws, however would like to work towards a solution, favors a shared-road system and is proposing an ordinance that will allow ATVs and four-wheelers on the road.

Samuel Hare - Stated opposition to the active enforcement of ATV and four-wheeler laws.

Gary Hanson - Stated opposition to the active enforcement of ATV and four-wheeler laws.

Ira S. Flowers III – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Brian Hughes - Stated opposition to the active enforcement of ATV and four-wheeler laws, would like a compromise for those who are responsible and obeying the laws on ATVs and four-wheelers.

Fedosia Hughes – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Vernon Blevins – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Bridget Hughes Stated opposition to the active enforcement of ATV and four-wheeler laws, would like a compromise for those who are responsible and obeying the laws on ATVs and four-wheelers.

Jennifer Fiess – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Scott Greydanus – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Chief Achee – Clarified the stance of the BPD’s active enforcement of the ATV and four wheeler laws per the Action Memorandum from City Council. The action memorandum asked BPD to strictly enforce ATV/off-road laws and removes all discretion from police officers.

#### **IV. APPROVAL OF AGENDA**

<b>MOVED:</b>	Henrikson	Motion to approve the agenda.
<b>SECONDED:</b>	Maczynksi	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

**V. APPROVAL OF MINUTES**

<b>MOVED:</b>	Maczynski	Motion to approve the minutes from the regular meeting of September 6 <sup>th</sup> , 2016.
<b>SECONDED:</b>	Henrikson	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

**VI. CHIEFS’ COMMENTS**

Captain Daron Solesbee - *See report in commission packet.*  
 Chief Andre Achee – *No comments, see report in commission packet.*

**VII. TRANSPORTATION INSPECTOR REPORT**

*See Report in Commission Packet.*

**VIII. COUNCIL MEMBER’S COMMENTS**

Council Member Weiss – *As we are very much aware, the City Council did task a resolution that the ATV rule should be enforced and encouraged the Alaska State Troopers to enforce it and then it all turned into the Bethel Police Department as well. There was a pretty active discussion, a lot of it was generated because there are people that are on ATV’s and they are reckless and dangerous. There was a lot of back and forth. There was obviously a whole bunch of discussion on basically discretion and what exactly does enforcement mean since it was maintained and they were already enforcing it. We have another City Council meeting coming up. We will be speaking about it a little more down on the agenda.*

<b>MOVED:</b>	Weiss	Motion to relax the formality of the meeting and allow Gary Hanson to ask a question.
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

Gary Hanson – *Inquired on statistical report provided by BPD on how many citations were issued to ATV drivers that were actually driving recklessly or whether they were just driving on the streets.*

Investigations Sergeant Amy Davis – *Citations in our system is tracked by the Statute, so it doesn’t actually break down what each person was doing, but on each citation there is a probable cause segment and the officer writes down on the citation usually what the reason for their stop is. It is written on the citation, as far as tracking goes, it is really difficult to track, because it’s tracked by statute number.*

**IX. UNFINISHED BUSINESS**

None.

**X. NEW BUSINESS**

**A. Statewide Task Force Update on Heroin** (*Byron Maczynski, Council Member*)

*Not Discussed, Byron Maczynski was unable to attend.*

**B. Clarification of Roadway Use for ATVs** (*Mary Weiss, Council Member*)

*See Report in Commission Packet*

**i. Proposition of Ordinance: Operation of Snow Machines and ATV's on Bethel Roads** (*Rick Robb, Mayor*)

<b>MOVED:</b>	Maczynski	Motion to relax the formality of meeting to allow Mayor Rick Robb to speak about proposed ordinance: "Operation of Snow Machines and ATV's on Bethel Roads."
<b>SECONDED:</b>	Henrikson	
<b>MOVED:</b>	Henrikson	Motion to recommend suspending Action Memorandum 16-30, pending the outcome of proposed ordinance of "Operation of Snow Machines and ATV's on Bethel Roads."
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON MOTION</b>	All in favor.	
<b>VOTE ON MAIN MOTION</b>	All in favor.	
<b>MOVED:</b>	Henrikson	Motion to recommend proposed ordinance: "Operation of Snow Machines and ATV's on Bethel Roads."
<b>SECONDED:</b>	Maczynski	
<b>MOVED:</b>	Henrikson	Motion to amend the proposed ordinance to include that all passengers or operators under the age of 18 be required to wear helmets
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON AMENDMENT</b>	All in favor.	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

*See Report in Commission Packet*

**XI. COMMISSION MEMBER COMMENTS**

Eileen Henrikson – *If you guys know anyone that needs a job, there’s a recruitment event next week at the Job Center for Westward Seafood on Wednesday morning at 9am.*

Daniel Maczynski – *I would like to put the “Neighborhood Watch” back on the Agenda for the next meeting. That’s been getting a lot of attention.*

Mary Weiss – *I think this was really an excellent meeting, I think it really served the idea of good governance, I think we got a lot of public input which was what was needed. And I think it was wonderful that Robb was here because we were able to really sit down and talk about what needed to happen. I just want to congratulate everyone; it was nice to see a lot of people come out.*

Joan Dewey - *Chief, this is the second time you’re on your vacation and thank you so much for all that you’re doing for the community, but also helping us with giving us input to help with how we go about considering these issues, appreciate that.*

Chief Achee – *No comment.*

Chief Howell – *Not present to be heard.*

Captain Daron Solesbee – *No comment.*

Sgt. Amy Davis – *No Comment.*

Julene Webber – *Not present to be heard.*

Naim Shabani – *Not present to be heard.*

**XII. ADJOURNMENT**

<b>MOVED:</b>	Henrikson	Motion to adjourn.
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

*Meeting adjourned at 9:43 pm.*

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Christina Him, Recorder

\_\_\_\_\_  
Joan Dewey, Chair

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# ***Special Order of Business***

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world diabetes day  
14 November

## *City of Bethel Proclamation*

### ***Proclaiming the Month of November 2016 as "National Diabetes Month"***

- WHEREAS,** nearly 30 million adults in the United States and over 7.6% of adult Alaskans have a diagnosis of diabetes; and
- WHEREAS,** in the last 5 years, there has been a 79% increase in high risk factors for the development of diabetes or pre-diabetes in the YK Delta Region; and
- WHEREAS,** currently, 6.4% of adults within the Bethel population have diabetes or pre-diabetes; and
- WHEREAS,** one out of three U.S. adults has prediabetes, with 90% of these adults being unaware of their disease, and without lifestyle changes, 15-30% of those with prediabetes will develop type 2 diabetes within five years; and
- WHEREAS,** during National Diabetes Month, we recognize the impact diabetes has on people's lives; and
- WHEREAS,** according to National data, individuals who are in a high risk category for developing type 2 diabetes are people who do not participate in regular physical activities, are overweight, are 45 years or older and who are of Alaskan Native descent; and
- WHEREAS,** during National Diabetes Month, the American Diabetes Association, the Alaska Department of Health and Social Services and healthcare providers such as YKHC encourage Bethel residents to eat healthier and engage in more physical activity throughout this month;

**NOW, THEREFORE,** I, Richard Robb, Mayor of the City of Bethel, do hereby proclaim the month of November 2016 as "National Diabetes Month" and November 14<sup>th</sup> as "World Diabetes Day" in Bethel and encourage all Bethel residents to make healthy life choices and make a personal commitment to eat healthy and exercise.

**IN OFFICIAL RECOGNITION WHEREOF,** I hereby affix my signature on this 18<sup>th</sup> day of October 2016.

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Richard Robb, Mayor

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Attest: Lori Strickler, City Clerk



## *City of Bethel Proclamation*

### **A PROCLAMATION BY THE BETHEL CITY COUNCIL, PROCLAIMING NOVEMBER 1, 2016 EXTRA MILE DAY**

**WHEREAS,** Bethel, Alaska, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

**WHEREAS,** Bethel, Alaska, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

**WHEREAS,** Bethel, Alaska, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

**WHEREAS,** Bethel, Alaska, acknowledges the mission of Extra Mile America to create 550+ Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2016.

**NOW THEREFORE,** I, Mayor Robb of Bethel, Alaska, do hereby proclaim November 1, 2016, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

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Richard Robb, Mayor

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Attest: Lori Strickler, City Clerk

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# ***Unfinished Business***

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## *CITY OF BETHEL, ALASKA*

### **Ordinance #16-31**

#### **An Operation of Snow Machines and ATV's on Bethel Roads**

**WHEREAS**, snow machines are used by many people of Bethel for winter transportation, subsistence hunting and gathering, trapping;

**WHEREAS**, all-terrain Vehicles (ATVs) are used by many people of Bethel for year round low cost transportation, subsistence hunting and gathering;

**WHEREAS**, snow machines and ATVs are used by many members of neighboring communities to travel to and from Bethel for shopping, to receive health care, to visit, and other reasons;

**WHEREAS**, snow machines and ATVs are part of a way of life for many people of Bethel and our neighboring communities. They have been so since they first came to our community many years ago;

**WHEREAS**, there is a concern by all for public safety, and some operators of snow machines and ATVs do so in an unsafe manner;

**WHEREAS**, passed in September 2006, Ordinance 06-21 allowed for some reasonable requirements for operation of Snow machines and ATV's on City Streets;

**WHEREAS**, Ordinance 13-17, passed in June 2013, deleted most Bethel traffic laws and adopted state statute;

**WHEREAS**, an unintended consequence of Ordinance 13-17 was superseding operating requirements of snow machines and ATVs on city roads;

**WHEREAS**, from many locations and houses in Bethel, one cannot travel to/from a destination to/from a trail head without going on a city road, at least for a short distance.

**WHEREAS**, a total ban on operation of a snow machine or ATV on Bethel roads will negatively impact the way of life for many citizens of Bethel;

Introduced by: Mayor Richard Robb  
Introduction Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

**WHEREAS**, a total ban on operation of snow machines and ATVs on Bethel roads will negatively impact people from neighboring communities coming to Bethel for shopping and other services;

**WHEREAS**, a total ban on operation of snow machines and ATVs on Bethel roads will negatively impact our local economy, as the local economy is dependent upon visitors from neighboring communities;

**NOW, THEREFORE BE IT ENACTED** by the City Council of Bethel Alaska as follows:

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

**SECTION 2. Amendment:** Bethel Municipal Code 10.03 is amended, new language is underlined, removed language is stricken.

**10.03.10 Definitions.**

- A. "All-Terrain Vehicle" (ATV) means a vehicle with three or more low-pressure, flotation-type tires, as designed by the manufacturer or altered, to be used as an off-road recreational vehicle. (AS 45.27.390)
- B. "Low-speed vehicles" means a motor vehicle that has four (4) wheels, that was manufactured to be capable of propelling itself and achieving a minimum speed of twenty (20) miles an hour.
- C. "Snow machines" means a motorized vehicle with a gross vehicle weight under 1,300 pounds propelled by a track system designed to move a person over snow or ice, and includes a snowmobile (AS 45.27.390).

**~~10.03.010~~ 10.03.020 Operation of low speed vehicles.**

A. Low-speed vehicles are authorized within the city of Bethel, subject to the provisions of all state and municipal laws and ordinances.

B. Low-speed vehicles that operate or cross a city street or state highway may not be modified to have a maximum speed greater than twenty-five (25) miles per hour.

~~C. "Low-speed vehicles" means a motor vehicle that has four (4) wheels, that was manufactured to be capable of propelling itself and achieving a minimum speed of twenty (20) miles an hour.~~

D. C. Low-speed vehicles must meet weight, equipment, safety standards, vehicle registration and insurance requirements set by the Department of Motor Vehicles.

**10.03.030 Operation of Snow Machines.**

A. Snow machines are permitted to operate on city streets subject to following rules and regulations:

1. Snow machines must comply with all City of Bethel and State of Alaska traffic laws and ordinances.
2. Snow machines must be registered through the Division of Motor Vehicles and proof of registration must be displayed in the designated location on the vehicle.
3. Snow machines must have liability insurance, and proof of insurance must be presented upon demand.
4. While driving on a city road, snow machines
  - a. Must stay on the correct side of the lane of traffic, as far right as feasible, in the direction of traffic, except when crossing the road;
  - b. May not pass other moving vehicles;
  - c. May not weave in and out of traffic;
  - d. May not operate in any other manner that may be considered careless, reckless, or negligent.
5. The speed limit for a snow machine on a city road is 15 miles per hour.
6. The speed limit in a parking lot or an area congested with pedestrians is 5 miles per hour.

**10.03.40 Operation of All Terrain Vehicles (ATVs)**

A. ATVs are permitted to operate on city streets under the following conditions:

1. ATV's must comply with all City of Bethel and State of Alaska traffic laws and ordinances.
2. ATV's must be registered through the Division of Motor Vehicles and proof of registration must be displayed in the designated location on the vehicle.
3. Vehicles must have liability insurance, and proof of insurance must be presented upon demand.
4. While driving on a city road, ATV's:
  - a. Must stay on the correct side of the lane of traffic except when crossing the road;
  - b. May not pass other moving vehicles;
  - c. May not weave in and out of traffic;
  - d. May not operate in any other manner that may be considered careless, reckless, or negligent.
  - e. Must be under 1500 pounds (including cargo)
5. The speed limit for an ATV on a city road is 15 miles per hour.

Introduced by: Mayor Richard Robb  
Introduction Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

6. The speed limit in a parking lot or an area congested with pedestrians is 5 miles per hour.

**10.03.050 Snow Machine and ATV Driver qualifications**

- A. Operators of ATVs and Snow machines on city roads must be 18 years of age or older unless:
  1. The minor operator has a valid driver's license, or
  2. The minor operator is accompanied by a parent, legal guardian or other person at least twenty-one (21) years of age who possesses a valid Alaska driver's license within 100 feet or at a reasonable safe distance depending on the conditions of the terrain.
  3. Minor operators must travel the shortest reasonable distance along city roads to get to/from destination or a trail head.
  4. Minor(s) operators must wear approved helmets.

**10.03.060 Penalties**

Unless otherwise stated in Alaska statute, violations of this chapter are infractions subject to general penalties under Bethel Municipal Code section 1.08.010 General penalty.

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

**ENACTED THIS \_ DAY OF October 2016, BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
Richard Robb, Mayor

\_\_\_\_\_  
Lori Strickler, City Clerk

**10.03.050 Snow Machine and ATV ~~Driver qualifications~~ minor operators and passengers**

- A. Operators of ATVs and Snow machines on city roads must be 18 years of age or older unless:
1. The minor operator has a valid driver's license, or
  2. The minor operator is accompanied by a parent, legal guardian or other person at least twenty-one (21) years of age who possesses a valid Alaska driver's license within 100 feet or at a reasonable safe distance depending on the conditions of the terrain.
  3. Minor operators must travel the shortest reasonable distance along city roads to get to/from destination or a trail head.
  4. ~~Minor(s) must wear approved helmets.~~ Minors must wear a helmet which meets safety standards set by the Federal Motor Vehicle Safety Standards

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #16-32**

#### **AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS FROM KIPUSVIK, LLC INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT**

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi-phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** Tract 3, BNC INDUSTRIAL PARK, according to the official plat thereof, filed under Plat Number 2012-3, in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

A portion of Tract 3, BNC Industrial Park Subdivision, filed as Plat No. 2012-3, in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described by metes and bounds as follows:

Beginning at the most westerly southwest corner of said Tract 3 being the True Point of Beginning for this description; thence on the westerly line thereof, N32°02'29"E 329.60 feet to the southwest corner of a public utility easement recorded by instrument under Serial No. 2016-000350-0 in the Bethel Recording District, Fourth Judicial District, State of Alaska; thence on the southerly line thereof N40°44'06"E 99.24 feet; thence departing said line S32°02'29"W 437.57 feet to the southwesterly line of said Tract 3; thence on said line N24°37'03"W 17.96 feet to the True Point of Beginning. Said easement embraces an area of 5,754 square feet, more or less as calculated from said courses and distances.

This easement is subject to an existing electric easement.

**NOW, THEREFORE BE IT ORDAINED**, the City, in consideration of the agreement between Alaska Village Electric Cooperative, INC., the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" Documents.

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

**SECTION 2. Authorization.** Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

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

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

## PUBLIC UTILITY EASEMENT

This Grant of Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **KIPUSVIK LLC**, hereinafter called Grantor, whose address is P.O. Box 719, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant an easement and right-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Tract 3, BNC INDUSTRIAL PARK, according to the official plat thereof, filed under Plat Number 2012-3, in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska;

EXCEPTING THEREFROM the subsurface estate and all rights, privileges, immunities and appurtenances of whatsoever nature accruing unto said estate pursuant to the Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat 688, 704; 43 USC 1601, 1613(f) (1976) as reserved by the United States of America in the Patent of said land.

Said easement is depicted on the Parcel Map attached hereto as Page 4 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Tract 3, BNC Industrial Park Subdivision, filed as Plat No. 2012-3, in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described by metes and bounds as follows:

Beginning at the most westerly southwest corner of said Tract 3 being the True Point of Beginning for this description; thence on the westerly line thereof, N32°02'29"E 329.60 feet to the southwest corner of a public utility easement recorded by instrument under Serial No. 2016-000350-0 in the Bethel Recording District, Fourth Judicial District, State of Alaska; thence on the southerly line thereof N40°44'06"E 99.24 feet; thence departing said line S32°02'29"W 437.57 feet to the southwesterly line of said Tract 3; thence on said line N24°37'03"W 17.96 feet to the True Point of Beginning. Said easement embraces an area of 5,754 square feet, more or less as calculated from said courses and distances.

This easement is subject to an existing electric easement.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

City shall indemnify Grantor from all liability, claims, demands, suits and costs, arising in whole or in part, from any damages or other claims resulting directly from the City's ingress and egress on Grantor's property during any construction, reconstruction, alteration, operation, replacement, relocation, maintenance or repair of the City owned structures or direct City access to the easement.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

KIPUSVIK, LLC

By: \_\_\_\_\_  
Anastasia Hoffman, Manager  
Bethel Native Corporation, Member

**ACKNOWLEDGMENT OF GRANTOR-CORPORATION**

STATE OF ALASKA     )  
                                  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Anastasia Hoffman, Manager** of Kipusvik, LLC, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that she executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

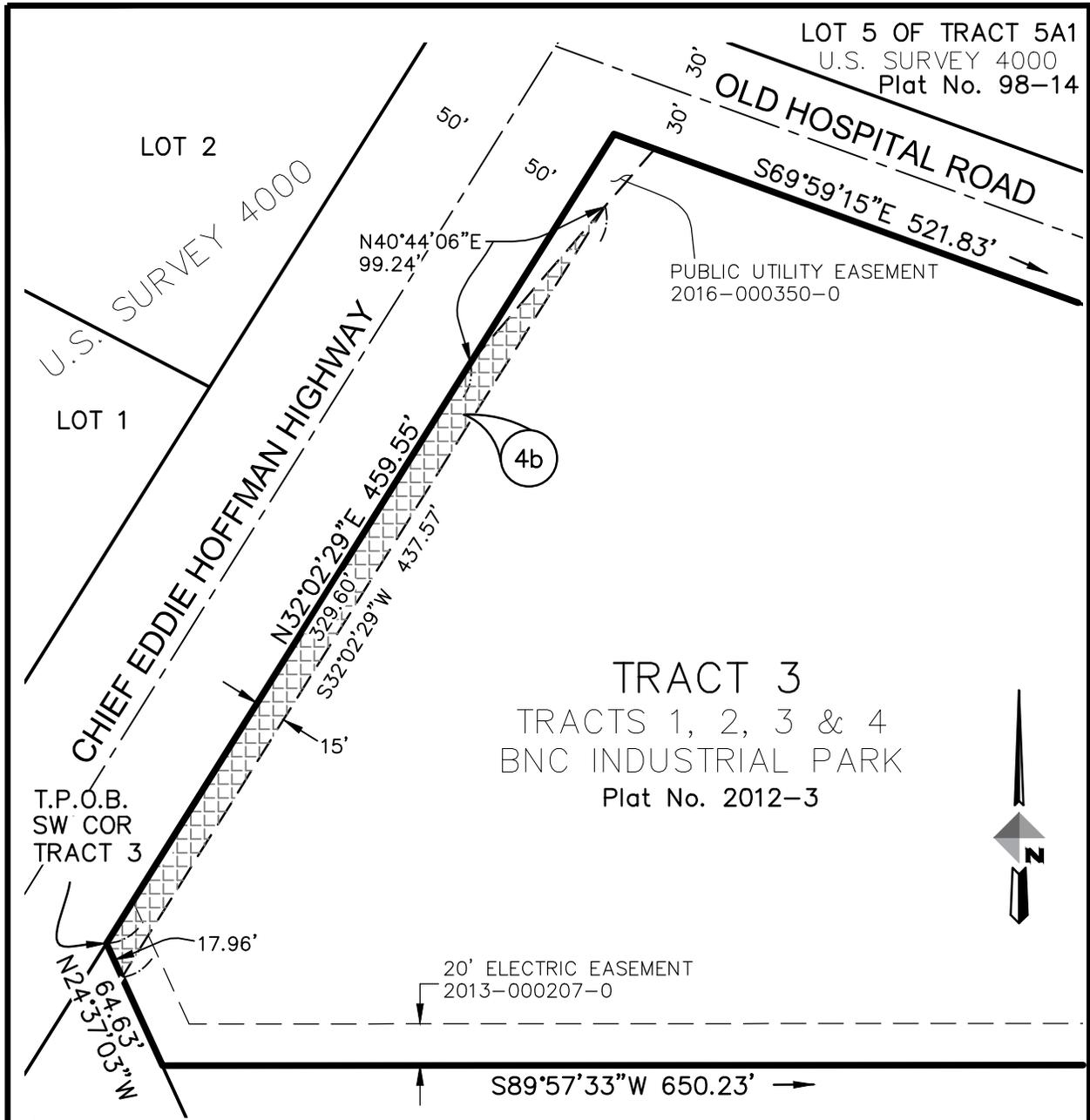
**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, after a review by the planning commission and a majority vote of the city council, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Pete Williams, City Manager

After Recording Return to:  
City of Bethel  
P.O. Box 1388  
Bethel, AK 99559



T.P.O.B. TRUE POINT OF BEGINNING



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ± 229,200 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>5</u> DATED _____	SCALE: 1"=80'	DATE: SEPT 2016 PARCEL No. 4b

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #16-33**

#### **AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS FROM BETHEL NATIVE CORPORATION (BNC) INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT**

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi-phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** That portion of Lot 4, U.S. Survey No. 4117, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies Easterly of the Easterly Right-of-Way line, as said line is described in the Right-of-Way Grant to the State of Alaska, recorded May 26, 1969 in Book 17 at Page 31.

Said easement is depicted on the Parcel Map attached hereto as Page 4 and more particularly described as follows:

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

The Basis of Bearing for this description is a local plan bearing between NGS Station BET C and NGS BET B. NGS Station BET B bears S25°43' 20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694,8219 E. U.S. Survey Feet.

A portion of Lot 4, U.S. Survey 4117 being more particularly described as the westerly 15 feet of said Lot 4. Said easement embraces an area of 3,454 square feet, more or less.

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

**NOW, THEREFORE BE IT ORDAINED**, the City, in consideration of the agreement between Alaska Village Electric Cooperative, INC., the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" Documents.

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

**SECTION 2. Authorization.** Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

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

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

## PUBLIC UTILITY EASEMENT

This Grant of Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **BETHEL NATIVE CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 719, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant an easement and right-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

That portion of Lot 4, U.S. SURVEY NO. 4117, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies Easterly of the Easterly State Right-of-Way line, as said line is described in the Right-of-Way Grant to the State of Alaska, recorded May 26, 1969 in Book 17 at Page 31.

Said easement is depicted on the Parcel Map attached hereto as Page 4 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 4, U.S. Survey 4117 being more particularly described as the westerly 15 feet of said Lot 4. Said easement embraces an area of 3,454 square feet, more or less.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property

in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

City shall indemnify Grantor from all liability, claims, demands, suits and costs, arising in whole or in part, from any damages or other claims resulting directly from the City's ingress and egress on Grantor's property during any construction, reconstruction, alteration, operation, replacement, relocation, maintenance or repair of the City owned structures or direct City access to the easement.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BETHEL NATIVE CORPORATION

By: \_\_\_\_\_  
Anastasia Hoffman, President

By: \_\_\_\_\_  
Donna Lindsey, Secretary

**ACKNOWLEDGMENT OF GRANTOR-CORPORATION**

STATE OF ALASKA       )  
  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Anastasia Hoffman**, President of Bethel Native Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA       )  
  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Donna Lindsey**, Secretary of Bethel Native Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

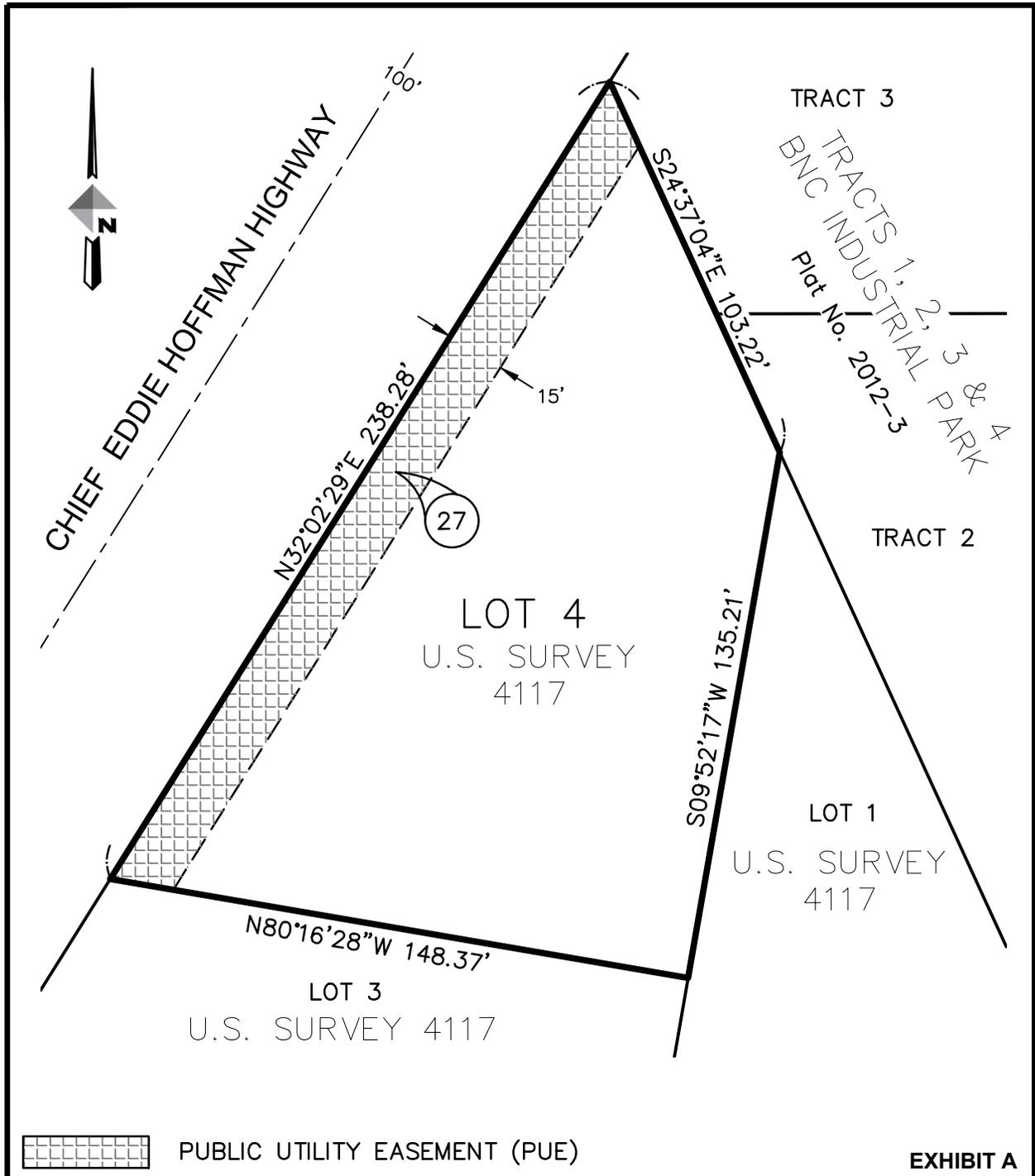
**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, after a review by the planning commission and a majority vote of the city council, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Pete Williams, City Manager

After Recording Return to:  
City of Bethel  
P.O. Box 1388  
Bethel, AK 99559



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		<b>INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM</b>	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ± 20,303 S.F.	ROW ACQUISITION TYPE: <b>PUE</b>
	PAGE <u>5</u> OF <u>5</u> DATED _____	SCALE: 1"=40'	DATE: SEPT 2016 PARCEL No. 27

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #16-34**

#### **AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EIGHT (8) EASEMENTSS FROM YUKON-KUSKOKWIM HEALTH CORPORATION (YKHC) INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT**

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi-phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** Easement #1: (Parcel 2) Lot 3B, of Tract 5A1, U.S. SURVEY 4000, according to Plat 99-1, filed in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

A portion of Lot 3B, Tract 5A1, U.S. Survey 4000 filed as Plat No. 99-1 in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described as the westerly 15 feet of said Lot 3B. Said easement embraces an area of 1,910 square feet, more or less.

Easement #2: (Parcel 3) Lot 5, of Tract 5A1, U.S. SURVEY 4000, according to Plat 98-14, filed in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 5, Tract 5A1, U.S. Survey 4000 filed as Plat No. 98-14 in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described as the westerly 15 feet of said Lot 5. Said easement embraces an area of 7,149 square feet, more or less.

Easement #3: (Parcel 16) That portion of Lot 3, U.S. SURVEY 4117, WEST ADDITION TO BETHEL, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies westerly of the westerly State Right-of-Way line, as said line is described in the deed to the State of Alaska, recorded December 3, 1968, in Book 16 at Page 351, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3, U.S. Survey 4117 being more particularly described as the north 15 feet of said Lot 3. Said easement embraces an area of 9,573 square feet, more or less.

Easement #4: (Parcel 17B) That portion of Lot 4C, Subdivision of Lot 4, Survey No. 4117, according to Plat No. 84-18 and 84-20, lying within Lot 54, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:  
The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 54, U.S. Survey 4117 being more particularly described as the most northerly north 30 feet of said Lot 54. Said easement embraces an area of 3,998 square feet, more or less.

This easement is subject to existing waste heat line and electric easements.

Easement #5: (Parcel 19A) Lot 52, U.S. SURVEY 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Excepting therefrom the subsurface estate as reserved in Deed recorded on December 19, 1985, at Book 42, Page 526, located in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 52, U.S. Survey 4117 being more particularly described as the east 36.00 feet of said Lot 52. Said easement embraces an area of 3,105 square feet, more or less.

This easement is subject to existing waste heat line, electric, sewer and water easements.

Easement #6: (Parcel 19B): That portion of Lot 4C, Subdivision of Lot 4, U.S. Survey No. 4117, according to Plat No. 84-18 and 84-20, lying within Lot 55, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

Excepting therefrom the subsurface estate as reserved in Deed recorded on December 19, 1985, at Book 42, Page 526, in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 55, U.S. Survey 4117 being more particularly described as the north 30.00 feet of said Lot 55. Said easement embraces an area of 2,608 square feet, more or less.

This easement is subject to existing waste heat line and electric easements.

Easement #7: (Parcel 19C) Lot 50, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Excepting therefrom the subsurface estate as reserved in Deed recorded on December 19, 1985, at Book 42, Page 526, in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 50, U.S. Survey 4117 being more particularly described by metes and bounds as follows:

Commencing at the north corner of said Lot 50; thence on the west line thereof S09°45'57"W 205.05 feet to the centerline of a 20 foot waste heat line easement as shown on the Plat of Waste Line Easement into Lot 5 of USS 4117 filed as Plat No. 95-3, in the Bethel Recording District, Fourth Judicial District, State of Alaska being the True Point of Beginning for this description; thence on said centerline S73°35'06"E 36.24 feet to the east line of Lot 50; thence on said line S00°00'17"W 10.42 feet to a point on the south line of said waste heat line

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

easement; thence on said south line  $N73^{\circ}35'06''W$  38.02 feet to the west line of Lot 50; thence on said line  $N09^{\circ}45'57''E$  10.07 feet to the True Point of Beginning for this description. Said easement embraces an area of 371 square feet, more or less, as calculated from said courses and distances.

This easement lies entirely within an existing waste heat line easement.

Easement #8: (Parcel 24B) Lot 2, U.S. SURVEY 4000, according to the official Bureau of Land Management Survey Plat thereof, officially filed December 22, 1989, being located in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears  $S 25^{\circ}43'20.9''W$  a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 2, U.S. Survey 4000 being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of said Lot 2, being the True Point of Beginning for this description; thence on the east line thereof  $S24^{\circ}33'37''E$  331.54 feet to the southeast corner of said Lot 2 also being a point on a non-tangent curve concave to the southeast having a radius of 766.20 feet and whose center bears  $S04^{\circ}26'22''W$ ; thence on the southerly line thereof, southwesterly on said curve 834.43 feet through a central angle of  $62^{\circ}23'53''$ ; thence continuing on the southerly line  $S32^{\circ}02'29''W$  111.28 feet; thence departing said line  $N57^{\circ}57'31''W$  15.00 feet; thence  $N32^{\circ}02'29''E$  111.28 feet to a point of curvature of a curve concave to the southeast having a radius of 781.20 feet; thence northeasterly on said curve 825.52 feet through a central angle of  $60^{\circ}32'48''$ ; thence  $N24^{\circ}33'37''W$  291.53 feet; thence  $S65^{\circ}23'55''W$  449.19 feet; thence  $N65^{\circ}19'03''W$  19.79 feet to the northerly line of Lot 2; thence on said northerly line  $N65^{\circ}23'55''E$  477.11 feet to the True Point of Beginning. Said easement embraces an area of 25,737 square feet, more or less as calculated from said arcs, courses and distances.

**NOW, THEREFORE BE IT ORDAINED**, the City, in consideration of the agreement between Alaska Village Electric Cooperative, INC., the Grantor, and the City of Bethel

Introduced by: City Manager, Pete Williams  
Date: October 11, 2016  
Public Hearing: October 25, 2016  
Action:  
Vote:

"CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" Documents.

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

**SECTION 2. Authorization.** Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

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

---

Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

## PUBLIC UTILITY EASEMENT

This Grant of Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Lot 3B, of Tract 5A1, U.S. SURVEY 4000, according to Plat 99-1, filed in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3B, Tract 5A1, U.S. Survey 4000 filed as Plat No. 99-1 in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described as the westerly 15 feet of said Lot 3B. Said easement embraces an area of 1,910 square feet, more or less.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided

that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: \_\_\_\_\_  
Esai Twitchell, Jr., Chairman  
YKHC Board of Directors

By: \_\_\_\_\_  
Daniel Winkelman, President and CEO  
Yukon-Kuskokwim Health Corporation

**ACKNOWLEDGMENT OF GRANTOR-CORPORATION**

STATE OF ALASKA     )  
  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA     )  
  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

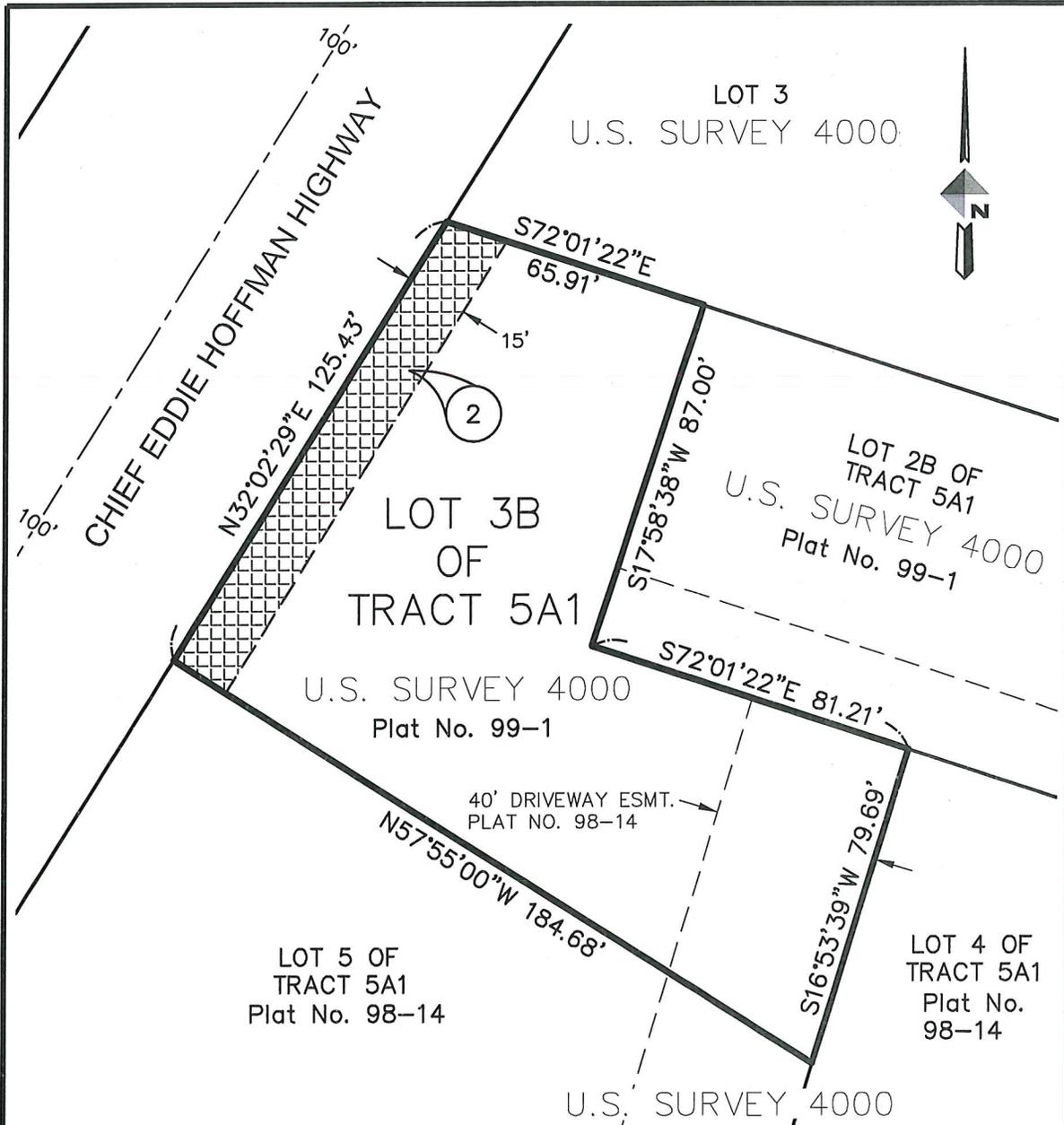
THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-\_\_\_\_\_, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Richard Robb, Mayor

After Recording Return to:

City of Bethel  
P.O. Box 1388  
Bethel, AK 99559



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ± 16,712 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE 5 OF 5 DATED _____	SCALE: 1"=40'	DATE: SEPT 2016 PARCEL No. 2

## PUBLIC UTILITY EASEMENT

This Grant of Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Lot 5, of Tract 5A1, U.S. SURVEY 4000, according to Plat 98-14, filed in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 5, Tract 5A1, U.S. Survey 4000 filed as Plat No. 98-14 in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described as the westerly 15 feet of said Lot 5. Said easement embraces an area of 7,149 square feet, more or less.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided

that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: \_\_\_\_\_

Esai Twitchell, Jr., Chairman  
YKHC Board of Directors

By: \_\_\_\_\_

Daniel Winkelman, President and CEO  
Yukon-Kuskokwim Health Corporation

**ACKNOWLEDGMENT OF GRANTOR-CORPORATION**

STATE OF ALASKA     )  
                                  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA     )  
                                  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

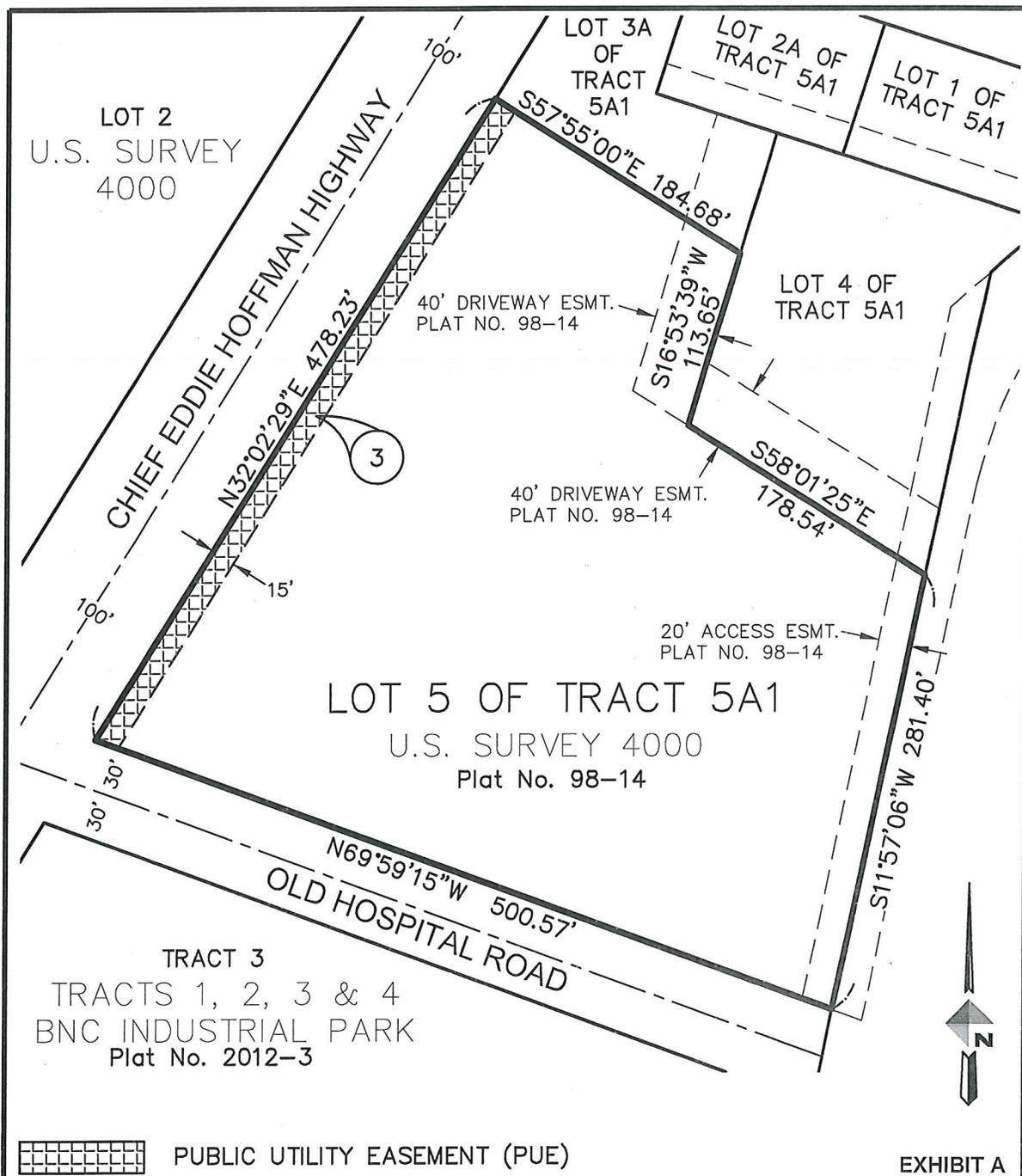
THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-\_\_\_\_\_, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Richard Robb, Mayor

After Recording Return to:

City of Bethel  
P.O. Box 1388  
Bethel, AK 99559



CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±163,984 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE 5 OF 5 DATED _____	SCALE: 1"=100'	DATE: SEPT 2016 PARCEL No. 3

## PUBLIC UTILITY EASEMENT

This Grant of Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

That portion of Lot 3, U.S. SURVEY 4117, WEST ADDITION TO BETHEL, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies westerly of the westerly State Right-of-Way line, as said line is described in the deed to the State of Alaska, recorded December 3, 1968, in Book 16 at Page 351.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3, U.S. Survey 4117 being more particularly described as the north 15 feet of said Lot 3. Said easement embraces an area of 9,573 square feet, more or less.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided

that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of Bethel, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with the lateral support for the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property for construction of the Utilities for only that time period necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: \_\_\_\_\_  
Esai Tiwitchell, Jr., Chairman  
YKHC Board of Directors

By: \_\_\_\_\_  
Daniel Winkelman, President and CEO  
Yukon-Kuskokwim Health Corporation



**CERTIFICATE OF ACCEPTANCE**

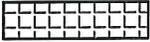
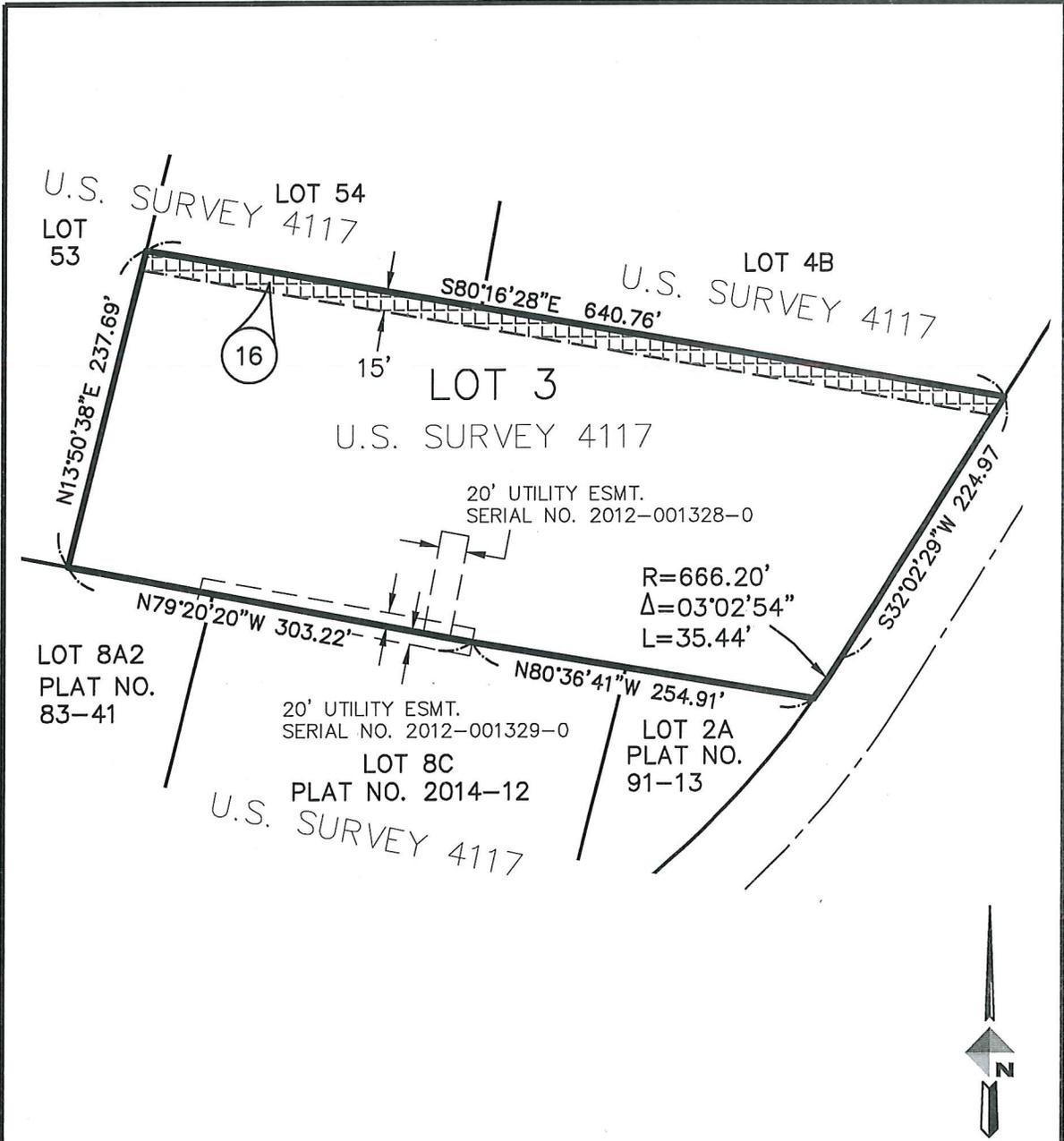
THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-\_\_\_\_\_, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Richard Robb, Mayor

After Recording Return to:

City of Bethel  
P.O. Box 1388  
Bethel, AK 99559



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±144,216 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>5</u> DATED _____	ROW ACQUISITION AREA: ± 9,573 S.F.	SCALE: 1"=120'
		DATE: SEPT 2016 PARCEL No. 16	

## PUBLIC UTILITY EASEMENT

This Grant of Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

That portion of Lot 4C, Subdivision of Lot 4, Survey No. 4117, according to Plat No. 84-18 and 84-20, lying within Lot 54, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 54, U.S. Survey 4117 being more particularly described as the most northerly north 30 feet of said Lot 54. Said easement embraces an area of 3,998 square feet, more or less.

This easement is subject to existing waste heat line and electric easements.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: \_\_\_\_\_  
Esai Tiwittchell, Jr., Chairman  
YKHC Board of Directors

By: \_\_\_\_\_  
Daniel Winkelman, President and CEO  
Yukon-Kuskokwim Health Corporation

**ACKNOWLEDGMENT OF GRANTOR-CORPORATION**

STATE OF ALASKA     )  
                                  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA     )  
                                  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-\_\_\_\_\_, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Richard Robb, Mayor

After Recording Return to:

City of Bethel  
P.O. Box 1388  
Bethel, AK 99559

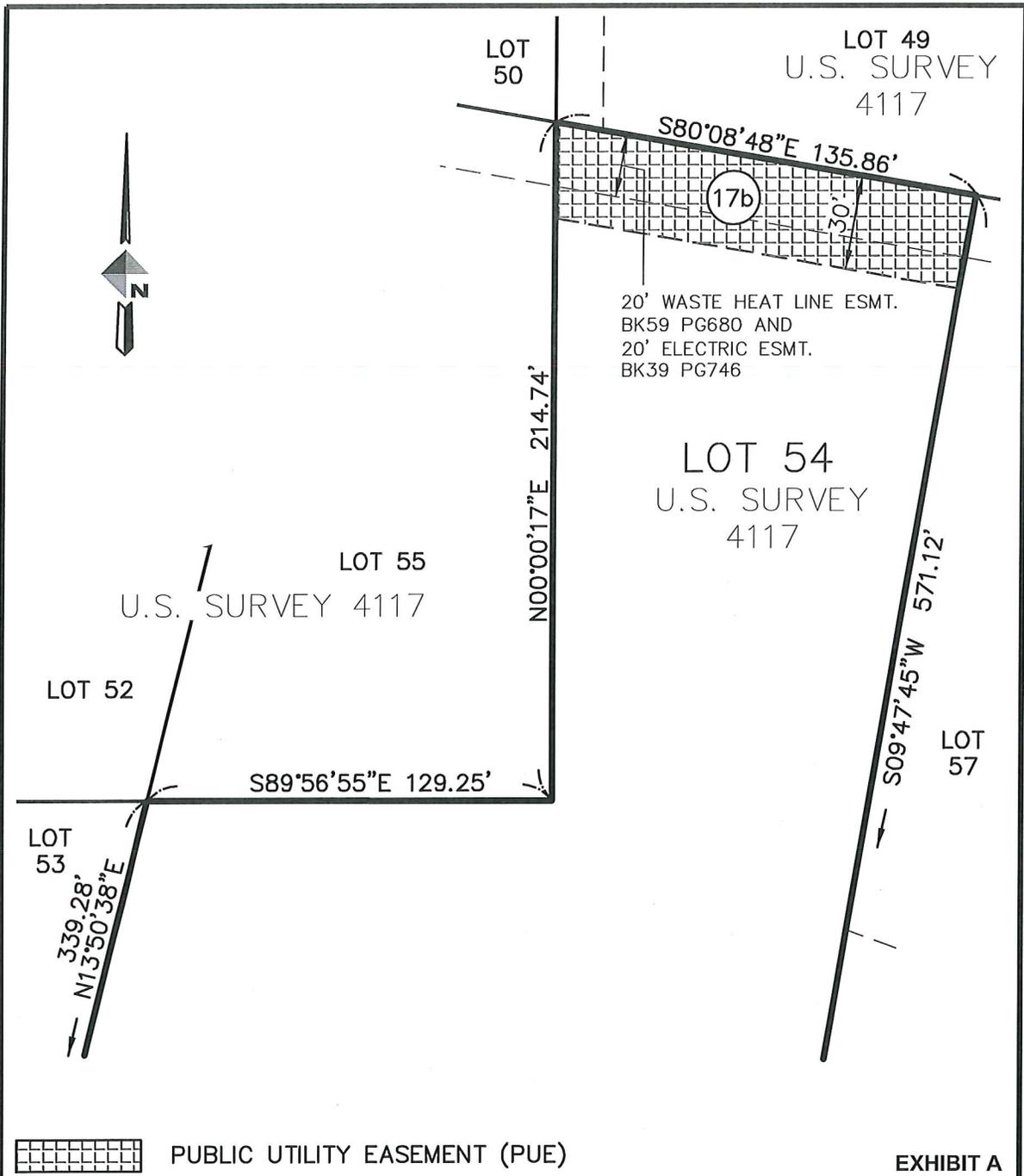


EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±108,900 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>5</u> DATED _____	SCALE: 1"=50'	DATE: SEPT 2016 PARCEL No. 17b

## PUBLIC UTILITY EASEMENT

This Grant of Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Lot 2, U.S. SURVEY 4000, according to the official Bureau of Land Management Survey Plat thereof, officially filed December 22, 1989, being located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 2, U.S. Survey 4000 being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of said Lot 2, being the True Point of Beginning for this description; thence on the east line thereof S24°33'37"E 331.54 feet to the southeast corner of said Lot 2 also being a point on a non-tangent curve concave to the southeast having a radius of 766.20 feet and whose center bears S04°26'22"W; thence on the southerly line thereof, southwesterly on said curve 834.43 feet through a central

angle of 62°23'53"; thence continuing on the southerly line S32°02'29"W 111.28 feet; thence departing said line N57°57'31"W 15.00 feet; thence N32°02'29"E 111.28 feet to a point of curvature of a curve concave to the southeast having a radius of 781.20 feet; thence northeasterly on said curve 825.52 feet through a central angle of 60°32'48"; thence N24°33'37"W 291.53 feet; thence S65°23'55"W 449.19 feet; thence N65°19'03"W 19.79 feet to the northerly line of Lot 2; thence on said northerly line N65°23'55"E 477.11 feet to the True Point of Beginning. Said easement embraces an area of 25,737 square feet, more or less as calculated from said arcs, courses and distances.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: \_\_\_\_\_

Esai Twitchell, Jr., Chairman  
YKHC Board of Directors

By: \_\_\_\_\_

Daniel Winkelman, President and CEO  
Yukon-Kuskokwim Health Corporation

**ACKNOWLEDGMENT OF GRANTOR-CORPORATION**

STATE OF ALASKA     )  
                                  ) ss:  
Fourth Judicial District )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA     )  
                                  ) ss:  
Fourth Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

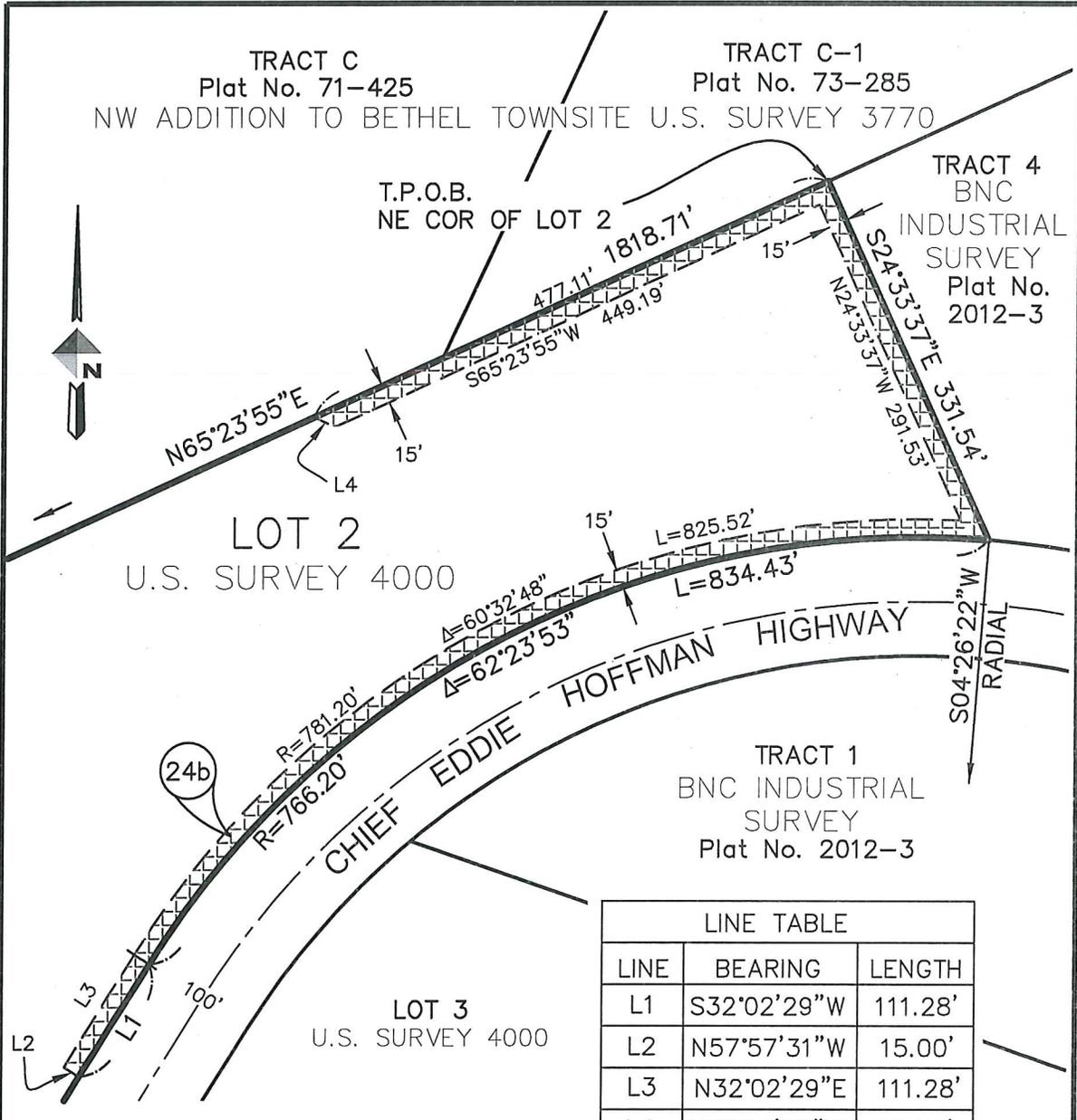
THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-\_\_\_\_\_, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Richard Robb, Mayor

After Recording Return to:

City of Bethel  
P.O. Box 1388  
Bethel, AK 99559



LINE TABLE		
LINE	BEARING	LENGTH
L1	S32°02'29"W	111.28'
L2	N57°57'31"W	15.00'
L3	N32°02'29"E	111.28'
L4	N65°19'03"W	19.79'

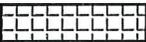
T.P.O.B. TRUE POINT OF BEGINNING  
 PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±908,747 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE 5 OF 5 DATED _____	ROW ACQUISITION AREA: ±25,737 S.F.	SCALE: 1"=140'
		DATE: SEPT 2016 PARCEL No. 24b	

Introduced by: Vice- Mayor Maczynski  
Date: September 13, 2016  
September 27, 2016  
October 11, 2016  
October 25, 2016  
Action:  
Vote:

## *CITY OF BETHEL*

### **Resolution # 16-27**

#### **A RESOLUTION SUPPORTING THE DEVELOPMENT OF BETHEL AIRPORT IMPROVEMENTS**

**WHEREAS**, the City of Bethel is a 2<sup>nd</sup> Class Incorporated Community; and

**WHEREAS**, the Bethel City Council is the recognized governing body for the City of Bethel; and

**WHEREAS**, the Bethel airport is a needed part of the local infrastructure that will serve both the social and economic needs of Bethel and the Yukon/Kuskokwim Delta; and

**WHEREAS**, the Bethel airport is in need of improvements to increase the efficiency and safety for aircraft and airport operations and maintenance; and

**WHEREAS**, the State of Alaska Department of Transportation and Public Facilities is committed to work closely with the City of Bethel to plan and design the airport improvement project.

**NOW THEREFORE BE IT RESOLVED THAT** the City of Bethel City Council fully supports the State of Alaska's efforts to implement improvements at the Bethel Airport.

**PASSED AND APPROVED THIS 11th DAY OF OCTOBER 2016, BY A \_\_\_\_ VOTE IN FAVOR AND A \_\_\_\_ VOTE IN OPPOSITION.**

---

Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

## City of Bethel Action Memorandum

Action memorandum No.	16-66		
Date action introduced:	September 27, 2016	Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

### Action Title

Authorize the City Manager to sign the Statewide Transportation Alternatives Program FY 2013-2016 grant agreement to accept grant funds to construct a gravel trail.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration		Recommend approval.
<input checked="" type="checkbox"/>	Finance		Recommend approval.
<input checked="" type="checkbox"/>	Public Works		Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): MOA; Operation & Maintenance Plan; map.

Amount of fiscal impact:		Account information:
X	No fiscal impact	\$319,999 grant funding
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required.	

### Summary Statement

The City of Bethel worked closely with the Yukon Kuskokwim Health Corporation to plan and design a pedestrian and bicycle trail that would run from the hospital door to the north side of YKHC property and then across the tundra to City Subdivision. The trail would be an on-ground sand and gravel trail with no pilings and limited use of wood. Whereas, this trail is slated to come out in City Subdivision where the snowmachine trail comes out on Akiachak near the blue bus stop, an alternative is being discussed that would have the trail exit on KUC property by the dorms. It cannot exit where the boardwalk comes into KUC because it cannot go over standing bodies of water. The grantor is amenable to a slight change in the path of the trail.

In a Memorandum of Agreement between the City and YKHC, YKHC agreed to provide \$80,001 in cash match for the City to receive \$319,999 in grant funds. See MOA.

The City of Bethel completed an operation and maintenance plan for the trail. See attached.

A map of the proposed trail is attached.

Introduced by: City Manager Capela  
Date: June 14, 2016  
Action: Adopted  
Vote: 6-0

## CITY OF BETHEL

### Resolution # 16-22

#### **SUPPORT AND APPROVAL FOR CITY OF BETHEL TO PURSUE FUNDING FROM THE STATEWIDE TRANSPORTATION ALTERNATIVES PROGRAM**

**WHEREAS,** Bethel is the largest rural Alaska town off the road system with 6,275 residents and thousands of visitors and temporary residents from nearby villages;

**WHEREAS,** Bethel is a highly transient community with 35% of the community in low-moderate income status, a low vehicle ownership rate, and a 15% unemployment rate;

**WHEREAS,** many residents and visitors in Bethel walk from place to place out of necessity;

**WHEREAS,** safe, off-road pedestrian pathways offer a convenient alternative to walking alongside the Chief Eddie Hoffman Highway and other roadways that contain vehicles, four-wheelers, snowmobiles, and motorcycles;

**WHEREAS,** the City of Bethel is eligible to apply for pedestrian trail funding from the FY 2013-2016 Statewide Transportation Alternatives Program;

**WHEREAS,** the Yukon Kuskokwim Health Corporation and the City of Bethel are collaborating on the development of a gravel trail that would run from the existing hospital to the Kuskokwim Campus of the University of Alaska Fairbanks;

**WHEREAS,** the trail must be ADA-compliant and the City is working to achieve that outcome;

**WHEREAS,** YKHC is expected to contribute the 20% cash match required by the grant and the City will donate sand from its sand pit;

**WHEREAS,** YKHC will operate and maintain any trail constructed on YKHC property;

**WHEREAS,** the City will operate and maintain any trail constructed on City property and on the property of other entities in which right-of-ways are obtained;

Introduced by: City Manager Capela  
Date: June 14, 2016  
Action: Adopted  
Vote: 6-0

**Whereas,** the completion of a new gravel trail on the ground will offer a safe, convenient route between the hospital, primary care center, and hospital housing to the college campus, college dormitories, cultural center, and City Hall.

**WHEREAS,** various methods will be used to limit the trail to pedestrians and bicycles with no motor vehicles;

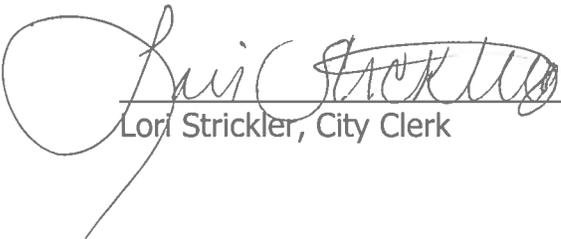
**WHEREAS,** the deadline to prepare and submit a grant application is June 30, 2016;

**NOW, THEREFORE, BE IT RESOLVED** that the Bethel City Council supports and approves of the City preparing and submitting a grant application to the Statewide Transportation Alternatives Program to request funding to develop a new trail from the hospital to the Kuskokwim Campus of the University of Alaska Fairbanks;

**ENACTED THIS 14<sup>th</sup> DAY OF JUNE 2016 BY A VOTE OF 6 IN FAVOR AND 0 OPPOSED.**

  
Richard Robb, Mayor

ATTEST:

  
Lori Strickler, City Clerk



Introduced by:	Peter Williams, Acting City Manager		
Date introduced:	10/25/16	Date action taken	
Amended actions:			
Verified by:			

**CITY OF BETHEL CITY COUNCIL INFORMATIVE MEMORANDUM**

TITLE: Alaska Transportation Alternatives Program Trail Grant

Agenda Introduction Date: October 25, 2016

Originator: John Sargent, Grant Manager

Routed to:	Department	Signature/Date
✓	Administration	<i>P. Williams</i> 10-14-16
✓	Finance	<i>John Sargent</i> 10-14-16

REVIEWED BY MAYOR RICHARD ROBB: \_\_\_\_\_

FISCAL IMPACT:  yes \$ \_\_\_\_\_  no      FUNDS AVAILABLE  NA  yes  no

Account name/number: NA \_\_\_\_\_

Attachments: None.

**SUMMARY STATEMENT:**

The Alaska Department of Transportation and Public Facilities (ADOT&PF) is administering the Alaska Transportation Alternatives Program Grant with federal funding by the Federal Highways Administration. One purpose of Bethel’s proposed trail that meets grant requirements is to move pedestrians and bicyclists to and from popular destinations (e.g., hospital, primary care center, employee housing) to the KUC Campus, AC, and downtown. Users of the trail must be away from vehicle traffic to reduce injuries and casualties. The trail is planned to come out near a bus stop shelter, connecting it with the Bethel Transit System. This multi-modal transportation feature also met grant goals.

The City Property Maintenance Division continues to assert its belief that maintaining a gravel trail is markedly cheaper than the cost of maintaining and leveling a wooden boardwalk. The Division also feels that less damage will be done to a gravel trail from all means, including four-wheelers, relative to the

Introduced by:	Peter Williams, Acting City Manager		
Date introduced:	10/25/16	Date action taken	
Amended actions:			
Verified by:			

amount of damage that will be done to a boardwalk from four-wheelers and permafrost upheaval.

In a telephone conversation with ADOT&PF, the grantor said that the City could change the nature of the trail construction material from gravel to wood, but it still should be ADA-compliant. The City has some flexibility to move the trail north or south, but it must still go from the hospital to the City Subdivision area. The grant-funded trail cannot replace the existing boardwalk trail that is closed. It must be a new trail. The City will not receive any more money to construct the trail. If sufficient changes are made that reduce the cost of the trail, the award could be reduced.

The City's Property Maintenance Division asserted that OSHA requires that a wooden trail constructed at an elevation higher than 32" must have a railing. The price of a railing in addition to the cost of the boardwalk may be greater than the grant funds available for the project.

The ADOT&PF is prepared to begin the groundwork required for environmental approvals. They agreed to hold off their efforts until the City approves acceptance of the grant.

# City of Bethel Action Memorandum

Action memorandum No.	16-70		
Date action introduced:	October 11, 2016	Introduced by:	Peter Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

## Action Title

Direct City Administration to prepare and submit an FY 2018 Alaska Community Transit Grant Application with \$80,580 included from the City's FY 2018 Budget as local match.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	<i>PW</i>	Recommend approval.
<input checked="" type="checkbox"/>	Finance	<i>gls</i>	No Recommend-Cost too much.
<input checked="" type="checkbox"/>	Public Works	<i>[Signature]</i>	Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): Memorandum from Bill Ferguson, Transit Manager.

Amount of fiscal impact:		Account information:
	No fiscal impact.	
	Funds budgeted.	
\$80,580	Requires funding in FY 2018 City Budget.	56-50-

## Summary Statement

The City of Bethel has an opportunity to prepare and submit a FY 2018 Alaska Community Transit Grant application by the December 16, 2016 deadline. A City-provided cash match of \$80,580 is required to obtain \$250,597 in grant funds. The grant performance period is July 1, 2017 to June 30, 2018.

The Bethel Transit System currently operates five days a week and provides 1,500 to 2,000 rides a month. The System uses four cutaway vehicles that allow non-CDL drivers to operate them with a City Chauffeur's license. Each vehicle is equipped with a wheelchair lift. There are fifteen bus stop shelters installed around town that serve transit riders and school children.

Instructions: Please fill out the requested information below if your agency is intending to apply for Alaska Community Transit (ACT) SFY2018 grants, and has received a grant from ACT within the past 3 years. Completed forms must be sent to [dot.alaska.transit@alaska.gov](mailto:dot.alaska.transit@alaska.gov) by August 31<sup>st</sup>, 2016.

\*\*See Reverse side to request new users to access, or remove access to the ACT electronic grants management system,

**GENERAL INFORMATION**

Agency Legal Name: City of Bethel DUNS#: 082508458

Primary Contact\*: John Sargent Title Grant Manager

Email: jsargent@cityofbethel.net Phone: 907-543-1386

Mailing Address PO Box 1388 Bethel AK 99,559  
Mailing Address City/Community State Zip

Physical Address of Service: 300 State Highway Bethel AK 99,559  
Address City/Community State Zip

**PROJECT REQUEST(S)**

Match rates: Public Transit - Admin (90.97/9.03), Operating (56.86/43.14), Capital (90.97/9.03)  
Human Services - Operating Assistance (50/50), Purchase of Services (80/20), Capital (80/20)

Project Title	Requested Funding	Match	Total Project Cost
Admin	\$ 166,124.00	\$ 16,490.00	\$ 182,614.00
Operating	\$ 84,473.00	\$ 64,090.00	\$ 148,563.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
<b>Total:</b>	<b>\$ 250,597.00</b>	<b>\$ 80,580.00</b>	<b>\$ 331,177.00</b>

I certify, to the best of my knowledge, that the information in this intent to apply is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capability to implement and manage the projects associated with these projects.

**Ann K. Capela**

Name: Agency Representative authorized to sign on behalf of Agency

  
Signature

**City Manager**

Title

**8/24/2016**

Date

Please list any new staff that will need access to BlackCat if approved to apply for ACT grants.

Name: None Title \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Please list any uses that need to be removed from BlackCat .

Name None \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_



# City of Bethel

P.O. Box 1388 • Bethel, Alaska 99559-1388

907-543-1386

Fax # 543-1388

Website: [www.cityofbethel.org](http://www.cityofbethel.org)

To: Bethel City Council Members

From: Bill Ferguson, Transit Manager

Subject: FY 2018 Alaska Community Transit Grant Application

Date: September 26, 2016

The FY 18 Transit Grant Application period is from October 3, 2016 to December 16, 2016. John Sargent, City's Grant Manager, will be working on the grant application. The Grant requires a match amount of \$80,580 or 32 percent. The City has provided the match for the last couple of years. When you consider whether to allocate this match amount for the FY 18 grant, please consider what the Transit System provides for the community:

1. Elders, those 65 years old and older, represent 35 to 45 percent of the ridership. These people are on a fixed income and have little extra money to spare. They live one step above being part of the homeless population. In many cases, when they pay the bus fare, it's in quarters, nickels, dimes, and pennies. When using the bus, they are usually heading to the hospital for an appointment, to the Post Office to get their mail, or to the grocery store story to buy food.
2. The second group of people we serve are those going to and from work. There are 6-8 people who depend on the Transit System to get to and from work on a regular base. In most cases, these are people who are working in lower paying jobs and rely on housing assistance or low priced rental units because their income is limited and they can't afford to buy a vehicle.
3. The third group are people with a disability. The Transit System averages six to eight passengers daily who have some type of disability. There are several who use walkers, one who is blind, two who are deaf, several that use canes, and several who are mentally handicapped.
4. The fourth group are our youth. This is a small part of the ridership, but an important one. We have students who are going to YUUT for ABE classes and other classes. We

have youth who are going to the Aquatic Center and others going with a parent(s) to the hospital and/or dental clinic. We give rides to schools' kids who miss their school bus.

5. The fifth group are those without a vehicle, likely due to the fact that the cost to operate one is prohibitive. This group includes most of the general population that rides the bus. They are going to the hospital, post office, shopping, banking, and etc. This is the majority of the ridership. Occasionally, we see people riding the bus who are from one of the villages.

The Bethel Transit System made some major improvements this year. Through a special Federal Grant and local match, we were able to purchase 15 new Bus Stop Shelters. These were placed around town during the past couple of weeks. In most cases, these Bus Stop Shelters will serve a dual population, serving school students and transit riders. The shelters are clear and without seats to discourage people from using them for other purposes. In addition, we have ordered two new buses, 12 to 14 passenger, and they should arrive on the first barge in 2017.

We're currently running two bus schedules, the Green Line and Red Line. The only difference between the two is that the Green Line goes to TWC and the Red Line doesn't. The Red Line goes to the Aquatic Center/Yuut and City Sub, and the Green Line doesn't. The Green Line starts at 6:30 am and ends at 6:30 pm. The Red Line starts at 9:00 am and ends at 3:00 pm.

Passengers have several options for purchasing a bus ticket. The trip fare for adults is \$3.00, for Youth \$2.00 and Seniors \$1.00. We offer Adult/Youth Day Passes for \$5.00, which entitles riders to ride either the Green Line or Red Line, any time during the day. We offer an Adult Monthly Pass for \$60.00. It's good from the beginning of the month to the end of that month. We also offer a FREE Senior Yearly Pass, for seniors who are 75 years old and older. They can use it anytime.

I hope this information helps you make your decision on whether or not to support the Bethel Transit System and provide the match amount for the City's FY 18 Grant application.

---

# ***New Business***

---

Peter Williams, Acting City  
 Introduced by: Manager  
 Introduction Date: October 25, 2017  
 Public Hearing:  
 Action:  
 Vote:

**CITY OF BETHEL, ALASKA**

**ORDINANCE # 16-17 (b)**

**An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2017 Budget**

**Be it Enacted by the Bethel City Council** that the FY 2017 Annual Budget be amended as follows:

**Section 1.** That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2017, July 1, 2016 to June 30, 2017.

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

***E-911 Services (41)***

Change to E-911

	<b>Increases</b>	
41-50-649	Other Professional Services	40,667
	Total Increases	<b>40,667</b>
	<b>Decreases</b>	
	Total Decreases	<b>0</b>
<b>TOTAL</b>	<b>Net Change to E-911 Fund Appropriations</b>	<b>40,667</b>

**TOTAL CHANGE TO OVERALL CITY BUDGET**

	<i>Change to Revenues Increase/(Decrease)</i>	<b>0</b>
	<i>Change to Appropriations Increase/(Decrease)</i>	<b>40,667</b>
	<b>These changes <u>INCREASE</u> the overall expenditures/expenses of the City by</b>	<b>40,667</b>

**Section 3.** Effective Date. This ordinance becomes effective immediately upon adoption.

**PASSED AND APPROVED THIS \_\_\_ DAY OF NOVEMBER 2016 BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
 Richard Robb, Mayor

\_\_\_\_\_  
 Lori Strickler, City Clerk



## CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

# Memorandum

**To:** Bethel City Council  
**Cc:** Peter Williams, Acting City Manager  
**From:** Hansel L Mathlaw, Acting Finance Director  
**Date:** October 18, 2016  
**Re:** Justifications for Budget Modification Request E-911

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Listed below is an explanation for the budget modification requested in Ordinance #

---

This budget modification relates to the contract with ProComm Alaska. The Police Department has installed a new E-911 systems for the City of Bethel. The next step in the process is for updates and software support for the new system. Further details can be found in the "ProComm Alaska E-911 Managed Services Agreement."

The funds to support the new system will come from the special revenue fund called "E-911 Services Fund." The City of Bethel receives \$2.00 for each telephone bill that is sent out by GCI and UUI.

The contract with ProComm is for five (5) years at \$203,355 OR \$40,667 annually. At the beginning of the fiscal year the cumulative balance from prior years summed up to \$416,066. Meaning revenues were more than expenditures.

Action:  
 Vote:

**CITY OF BETHEL, ALASKA**  
**ORDINANCE # 17-16 ( c )**

**An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2017 Budget**

**Be it Enacted by the Bethel City Council** that the FY 2017 Annual Budget be amended as follows:

**Section 1.** That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2017, July 1, 2016 to June 30, 2017.

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

***Leased Property Court Complex (53)***

Change to Janitorial Court Complex

	<b>Increases</b>	
53-55-663	Janitorial Court Complex	27,617
	Total Increases	<b>27,617</b>
	<b>Decreases</b>	
	Total Decreases	<b>0</b>
<b>TOTAL</b>	<b>Net Change to Leased Property - Court Complex Fund Appropriations</b>	<b>27,617</b>

**TOTAL CHANGE TO OVERALL CITY BUDGET**

	<i>Change to Revenues Increase/(Decrease)</i>	<b>0</b>
	<i>Change to Appropriations Increase/(Decrease)</i>	<b>27,617</b>
	<b>These changes <u>INCREASE</u> the overall expenditures/expenses of the City by</b>	<b>27,617</b>

**Section 3.** Effective Date. This ordinance becomes effective immediately upon adoption.

**PASSED AND APPROVED THIS \_\_\_ DAY OF NOVEMBER 2016 BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
 Richard Robb, Mayor

\_\_\_\_\_  
 Lori Strickler, City Clerk



## CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

# Memorandum

**To:** Bethel City Council  
**Cc:** Peter Williams, Acting City Manager  
**From:** Hansel L Mathlaw, Acting Finance Director  
**Date:** October 18, 2016  
**Re:** Justifications for Budget Modification Request Janitorial Court Complex

---

Listed below is an explanation for the budget modification requested in Ordinance #

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RFP was submitted and returned for janitorial services for the court complex. The amount submitted was \$61,422/annually or \$5,118.50/monthly. The amount will go into effect as soon as council approves the award. The original amount budgeted for the court complex was \$32,900 (see FY17 Budget, page 93). The amount was for two parts for the court house, 1) Court System (\$2,050) and 2) Department of Law (\$685).  $(2,050+685) \times 12 = \$32,820$ .

The Court System janitorial increased by \$3,068.50/month times nine (9) months (October-June) = \$27,616.50.

The budget modification reflects the change.

# City of Bethel Action Memorandum

Action memorandum No.	71		
Date action introduced:		Introduced by:	
Date action taken:		Approved	Denied
Confirmed by:			

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s):

Amount of fiscal impact:	Account information:
No fiscal impact	
Funds are budgeted for.	
Funds are not budgeted. Budget modification is required.	

# CITY OF BETHEL

Post Office Box 1388  
Bethel, Alaska 99559  
Voice: 543-2297  
Fax: 543-4171



## CITY VEHICLE POLICY

Introduced: January 24, 2013  
Effective: February 31, 2013  
Revised: May 1, 2013

**APPLIES TO:** All employees of the City who operate a City-owned vehicle.

### **ISSUANCE OF CITY VEHICLES TO NON-DEPARTMENT HEADS:**

No later than December 20 of each year, Department Head's will issue a list of employees who are authorized to drive City-owned Vehicles. (Form Found on "P" Drive, under "Forms – Shared All", "Forms", "Vehicle Authorization Form")

1. Designate whether the driver is recommended as an occasional driver (drive the vehicle on a limited basis from time-to-time), an occasional take home (from time-to-time will need to take the vehicle home) or a take-home driver (take the vehicle home at night),
2. Attach a current copy of the employee's driver's license,
3. The City Manager will review the list and may review each employee's driving history to ensure the employee is eligible to operate a motor vehicle.
4. If approved, the employee will be asked to sign the Vehicle Policy Acknowledgment (a new one will be signed annually) and return it to Human Resources.
5. Department Heads may request changes to the list of drivers throughout the year as necessary.
6. No employee may operate a City vehicle unless authorized, in writing, by the City Manager, using the procedure outlined above.
7. DO NOT recommend an employee you know has recently been convicted of a DUI or who you, as a supervisor, know has no license or a legal reason why they cannot or should not drive.

### **ISSUANCE OF CITY VEHICLES TO DEPARTMENT HEADS:**

Historically, all Department Heads are authorized to operate City-Owned Vehicles. Some Department Heads are assigned vehicles to take-home. Department Heads are subject to all of the same policies and procedures as other employees when it comes to operation, care and use of City-Owned Vehicles. As such, Department Heads will also be expected to review the policy annually and to acknowledge the same.

### **CARE AND MAINTENANCE OF ALL VEHICLES:**

All City owned vehicles are to be properly maintained and operated in a safe and responsible manner at all times.

- ❖ It is mandatory that all passengers (including the driver) wear a seat-belt at all times (except as expressly allowed per OPM policy for police and fire department employees).
- ❖ Smoking in City-Owned vehicles is strictly prohibited.
- ❖ Vehicle fluid levels should be checked regularly by the employee. If you note the fluids are low, please contact the V&E Department for guidance.
- ❖ As temperatures and weather conditions warrant, each vehicle must be properly connected to an electrical outlet to prevent freezing and other temperature related damage. Under no circumstance may a vehicle be driven in the winter without first allowing the engine to warm up.
- ❖ When circumstances prevent the vehicle from being plugged in during the winter, it is important that the vehicle be warmed up sufficiently.
- ❖ Employees who take City-owned vehicles home must plug them in a minimum at night (or at a minimum 2 hours prior to starting the vehicle in the morning) during the winter months whenever temperatures fall below zero degrees (0°) Fahrenheit outside: NO EXCEPTIONS! The rise in electricity cost to the employee is the sole responsibility of the employee.
- ❖ All employees will bring the vehicles in for maintenance as mandated by the Vehicle & Equipment (V&E) Division of the Public Works Department.
- ❖ Any employee who notices a warning light on a vehicle MUST report it to V&E immediately and must follow their instructions.
- ❖ Any employee who takes a City-owned vehicle in for repair at a location other than the City's V&E Department will be personally responsible for the costs.
- ❖ Any receipts for vehicle-related purchases made by vehicle operators will be turned into the employee's Department Head at least weekly.
- ❖ Receipts must state the location of purchase, the item being purchased, the date, the amount and which employee made the purchase.
- ❖ Fuel is to be purchased exclusively through Crowley as they bill the City directly. Only a City-owned vehicle used for City purposes may be filled at City expense. Employees who use fuel paid for by the City are expected to use the vehicle as needed and not to needlessly waste the fuel by leaving the vehicle running idle for long periods of time.
- ❖ No stand-alone containers of fuel may be transported in a City-Owned vehicle without the express written consent of the Department Head.

#### **DAMAGE TO VEHICLES:**

Any damage caused to any vehicle is to be reported to the Department Head immediately. Failure to report damages will result in disciplinary action.

#### **ACCIDENTS INVOLVING CITY-OWNED VEHICLES:**

Any time an employee operating a City-owned vehicle is involved in an accident (no matter how minor it seems) the following procedures must be followed (without exception):

- Notify Bethel Police Department of the Accident immediately and request an ambulance if there are injuries, no matter how minor.
- Notify the Employee's Supervisor (as soon as practicable);
- Notify the Human Resources Officer (as soon as practicable);
- Once the Employee's Supervisor, Human Resources Officer or City Manager arrives, they shall advise the employee of their rights under *Garrity and/or Weingardner*.

- If the accident occurs on a Monday – Friday between 8am and 5 pm, the employee is to be taken to the Bethel Family Clinic for a urine collection drug and alcohol testing.
- If the accident occurs after hours or on a weekend, contact the one of the certified collection persons so they may perform a urine collection for drugs and alcohol.
- An employee involved in an accident is also subject to a breathalyzer test in addition to the urine collection.
- It is not necessary for the police to remain with the Employee, instead the Employee's Supervisor, the City Manager or the Human Resources Officer can remain with the employee until the sample is collected.

Drivers shall remain available for such testing or they may be deemed to have refused to submit to testing. Drivers must refrain from using alcohol and/or drugs for at least eight (8) hours following the accident or until completing the post-accident test, whichever comes first. Of course, medical attention to employees and others is of the highest priority and an employee may tend to injuries before submitting to testing. However, except in the case of exigent medical needs, an Employee may not refuse or interfere with the testing process. An employee who does not make themselves available or who refuses the test will be deemed to have tested positive.

**QUESTIONS:** All questions regarding this policy should be directed to the City Manager.

## City of Bethel Action Memorandum

Action memorandum No.	16-72		
Date action introduced:	October 25, 2016	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

**SUBJECT/ACTION:**

*Approve Mayor's reappointment of Juan Delgado to the Energy Committee*

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s): None

Amount of fiscal impact		Account information:
X	No fiscal impact	

*Action memorandum 16-72 is sponsored by the Mayor at the request of the City Clerk.*

Juan Delgado has requested re-appointment to the Energy Committee. If appointed, he would be appointed to a term of three years with a term expiration of December 31, 2018.

# City of Bethel Action Memorandum

Action memorandum No.	16-73		
Date action introduced:	10-25-2016	Introduced by:	Peter Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

**Action Title**

Direct City Administration to sign the janitorial services contract to clean the courthouse.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	<i>[Signature]</i>	Recommend approval.
<input checked="" type="checkbox"/>	Finance	<i>[Signature]</i>	Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

**Attachment(s)**

Amount of fiscal impact:		Account information:
	No fiscal impact	
	Funds are budgeted for.	
\$61,422	Funds are not budgeted. Budget modification is required.	53-55-663

**Summary Statement**

The City of Bethel prepared and issued a Request for Bids document on September 9, 2016 with bid responses due on September 29, 2016. The RFB was posted on the City of Bethel website and advertised through the Plans Room and six other online sites. An advertisement was posted in the Tundra Drums and the Delta Discovery for one week.

Kagista Janitorial Service was the only company that participated in the mandatory site visit on September 16, 2016. Ann Capela conducted a guided tour of the cleaning responsibility for the courthouse. Kagista submitted a bid package on-time with the correct documents completed.

The City Attorney prepared the janitorial services contract and it was reviewed by the owner of Kagista Janitorial Services. No changes were recommended. The contract is satisfactory to both parties.

The City Budget must be modified to include the increased cost of janitorial services, from a budgeted amount of \$32,900 to \$61,422. A future Budget Modification is expected when the City goes out to bid on janitorial services for the Department of Law portion of the courthouse.

**CITY OF BETHEL  
BETHEL, ALASKA**



**REQUEST FOR BIDS  
JANITORIAL SERVICES FOR CITY HALL**

**Bid Packages will be accepted from October 18, 2016 to November 8, 2016**

**Bid Package Opening (Due) Date: November 8, 2016**  
**Bid Package Opening (Due) Time: 4:00 pm Alaska Time**  
**Bid Package Opening Place: City Hall  
300 State Highway  
Bethel, Alaska 99559**

## INTRODUCTION

### 1. Purpose

The City of Bethel is seeking bid packages from qualified companies to provide janitorial services over a one-year period for City Hall in Bethel, Alaska. The performance period is expected to be November 23, 2016 to November 22, 2017.

### 2. Overview

The City of Bethel owns and operates the City Hall building. The building consists of a number of offices, carpeted hallways, carpeted council chambers, linoleum floor entryway, short hallway, and lobby. The Division of Motor Vehicles public access area is included in the RFB for cleaning.

The building is occupied during the day from 8 am to 5 pm, and Council Chambers is used on certain nights from 6:00 pm to approximately 8:30 pm for City committee meetings. Council chambers is used by city council every second and fourth Tuesday from 6:30 pm to 11:00 pm.

### 3. Scope of Work

#### Two Times Per Week

Wednesday and one weekend day (between 5:30 pm Friday and 7:00 am Monday).

Janitor will not disturb any office materials or use telephones or other equipment. All personal items of office occupants must be left undisturbed.

Equipment, chairs, waste baskets and other items may be moved for cleaning purposes, but must be returned to their original location/position. If any electrical cords are disconnected in order for the Janitor to operate a vacuum or other cleaning tool, the cords must be plugged back into the outlets.

Janitor supervisor will inspect the entire area to ensure all work is completed and all necessary doors are locked, lights turned off, and furniture, fixtures, and baskets are in their proper place.

The Division of Motor Vehicles office area will be cleaned on the public side of the counter only. The employee side of the counter shall not be cleaned. No janitorial staff members should set foot on this side of the counter.

#### Services to be Provided

1. Empty waste baskets in all offices in the building, including the Department of Motor Vehicles Office near the front door. Collect all trash from waste baskets and remove trash from the building. A public dumpster is located next door at City Hall on the side of the Courthouse. Place new plastic trash bags in waste baskets, as needed. Janitor to supply all bags required.
2. Vacuum hallways, office floors and all carpets.
3. Bathrooms: Mop or scrub toilet room floors, clean all plumbing fixtures, disinfect urinals and toilets, damp wipe all dispensers. Provide and restock adequate supplies of toilet paper,

- paper towels, soap, and other janitorial supplies.
4. Mop or scrub all linoleum floors.

It is the contractor's responsibility to provide all of the labor, equipment, supplies and materials necessary to accomplish the janitorial work described in this Request for Bids document. The work area includes all office spaces, common public stairways, hallways, and lobbies.

Standard commercial grade products, supplies, paper goods, and plastic trash bags must be supplied. These items are subject to inspection and approval by the City.

#### Inadequate Janitorial Work

Failure to provide any of the janitorial services described above will cause the City to issue a written warning to the Contractor. If the deficiency is not corrected within twenty-four (24) hours of notification, the City will hire another janitorial firm to correct for the inadequacy and deduct that cost from the next payment to the Contractor. More than two (2) valid inadequacy claims in a thirty (30) day period or a total of five (5) valid inadequacy claims in a six (6) month period will be grounds for the City to require that the present janitorial contractor be replaced by a contractor approved by the City.

Respondents must have either a cellular phone or a message recorder at their home or office, so they can be reached during normal City business hours, 8:00 am to 5:00 pm, Monday through Friday as well as phone or text messaging service.

#### Building Security

Building security is of the very highest priority and lack of attention or carelessness in this area shall be cause for termination of the contract.

The Janitor shall keep the outside doors locked at all times, except when the building is normally open to the public. Interior building doors will remain locked except while work in the immediate area is in progress. All doors will be locked when the janitor(s) leave(s) the building.

#### **4. General Conditions**

The City has a right to determine the qualifications of any respondent to provide quality bid package as specified in this Request for Bids document and in the time frame desired by the City.

The City reserves the right, at its sole discretion, to reject any and all bid package submissions without prejudice to respondents, and to extend the opening date for receiving bid packages.

The City may accept one of the bids, subject to funds legally available and lawfully appropriated for the purposes set out in this Request for Bids document. The City will indicate its bid selection by a written Notice of Award, emailed or faxed to the successful respondent(s).

The successful respondent(s) shall comply with all applicable federal and state laws, City ordinances, and the rules and regulations of all authorities having jurisdiction over the fulfillment of the intended purchase as the purchase is described in this *Request for Bids* document.

Prices shall include all Federal and State of Alaska taxes. This purchase is exempt from City Sales taxes.

Bid packages must be legible.

All bids must be valid for a minimum of thirty (30) days from bid opening date.

### Bid Packages

Bid packages may be withdrawn or modified prior to the scheduled date and time for the bid opening or before any authorized postponement thereof. Any bid or bid modification received after the time and date specified shall NOT be considered. No respondent may withdraw a bid within thirty (30) days after the Opening Date. Conditional proposals will NOT be accepted.

### Vendor in Good Standing

According to the Bethel Municipal Code 4.20.070: “No procurement contract may be awarded to a person, group, organization, or entity that is delinquent in the payment or collection of sales taxes, fees, charges, penalties, interest or other amounts that are due owing, or otherwise obligated to the City which is not remedied within ten (10) business days of notice to the selected bidder. See Bethel Municipal Code on City website ([www.cityofbethel.org](http://www.cityofbethel.org)).

### Contractor’s and Subcontractor’s Insurance

The Contractor shall obtain during the life of this agreement, all of the following insurance coverages and adhere to the requirements contained in this section.

1. Errors and Omissions (Professional Liability) of not less than One Million (\$1,000,000) per occurrence.
2. Endorsements. The comprehensive/commercial general insurance policy shall contain or be endorsed to contain the following provisions:
  - a. Additional insureds. “The City of Bethel and its elected and appointed boards, officers, agents, and employees, are additional insureds with respect to this contract with the City to provide janitorial services.”
  - b. Notice. “Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City.”
  - c. Other insurance. “Any other insurance maintained by the City of Bethel shall be excess and not contributing with the insurance provided by this policy.”
3. Worker’s Compensation Insurance

The successful respondent shall procure and maintain Worker's Compensation Insurance as required by the State of Alaska for all of his/her employees to be engaged in work at the site of the project under the agreement. In case of any work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In the case where any class of employees engages in hazardous work on the project under the agreement and are not protected under the Workmen's Compensation Statute, the Contractor shall provide and cause each subcontractor to provide adequate employer's liability insurance for the protection of his/her employees who are not otherwise protected.

4. Contractor's Liability Insurance

The Contractor shall procure and maintain during the life of the agreement, Contractor's Public Liability Insurance, Contractor's Damage Insurance, and Vehicle Liability Insurance.

5. Subcontractor's Liability Insurance

The Contractor shall either: (a) require each of his/her subcontractors to procure and maintain during the life of his/her subcontract, Subcontractor's Public Liability, Property Damage Insurance, and Vehicle Liability Insurance of the type specified in subparagraph two (2) above or, (b) insure the activities of his/her subcontractor in his/her policy specified in subparagraph two (2) above.

6. Scope of Insurance and Special Hazards

The insurance required under subparagraphs two (2) and three (3) above shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims which may arise from operations under the agreement, whether such operations under the agreement be by the insured or by any one directly or indirectly employed by him/her, and also against any of the special hazards which may be encountered in the performance of the agreement.

7. Proof of Carriage of Insurance

The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expirations of policies. Such certificates shall also contain substantially the following statement:

"The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the City of Bethel."

License Requirements

Contractors and subcontractors are required to hold a current State of Alaska business license and

a current City of Bethel business license.

The City of Bethel, prior to subcontracting, must approve any subcontractor of this contract. Proof of subcontractor's compliance with the above shall be submitted to the City of Bethel proceeding with any subcontract work on public contracts.

### Complaints

Protests regarding any alleged improprieties or ambiguities in this request for bids document must be filed with the purchasing agent at least (10) business days before the due date for bid packages. Failure to meet this timeline shall constitute a waiver of the protesting party's rights and bar any further action regarding this matter. Additional information regarding the rights and remedies available to interested parties can be found on the City's website at [www.cityofbethel.org](http://www.cityofbethel.org), Section 4.20 (Purchasing).

## **5. Instructions for Preparing and Submitting Bid Packages**

1. **Read** the Request for Bids document. Direct technical questions about the project or questions about the RFB to the Finance Director Hansel Mathlaw by email only, at ([hmathlaw@cityofbethel.net](mailto:hmathlaw@cityofbethel.net)). At Mr. Mathlaw's discretion, addendums to this RFB may be issued based on questions and comments received by the date specified in the timeline.

2. **Visit the City's Website** at [www.cityofbethel.org](http://www.cityofbethel.org) and follow these links for all addenda associated with this Request for Bids document: Doing Business > Request for Bids/Proposals > Addenda #. Addenda will ONLY be posted to the City's website for easy access by potential bidders.

3. **Prepare and submit** the following items to the City by fax, email, mail, or private carrier on or before the deadline:

1. Signature and Verification (Attachment A)
2. Price Sheet (Attachment B)

4. **Submit** Bid Package to the City of Bethel by the deadline.

### Hard Copy Submission

Bid packages submitted in hard copy form must be in an envelope and marked, "Bid Package for City Hall Janitorial Services." Bid packages must be received at the Bethel City Hall on or before the Opening Date and Time shown on the cover of this document.

Mail complete proposal package to:  
Hansel Mathlaw, Purchasing Agent  
City of Bethel  
PO Box 1388

Deliver bid package to:  
Hansel Mathlaw, Purchasing Agent  
City Hall, 300 State Highway  
Bethel, Alaska 99559

Bethel, AK 99559

### Electronic Submission

Bid packages may be submitted by fax or email. Bid packages submitted by email must be in either MS Word format or PDF format and sent to Hansel Mathlaw by email at (hmathlaw@cityofbethel.net) or by fax: 907-543-3817. In the subject line, put “Bid Package for City Hall Janitorial Services.” The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means. An email will be sent by the City acknowledging receipt of the bid package.

### Addenda and Notifications

All addenda related to this RFB will be posted on the City’s website ([www.cityofbethel.org](http://www.cityofbethel.org)) and can be found by following these links: Doing Business > Request for Proposals/Bids > Addendum. Bidders are responsible for visiting the City’s website throughout the bid period to read and respond appropriately to information contained in addenda. Per Bethel Municipal Code 4.20.050 D. “Only a bid/proposal which acknowledges receipt of all addenda may be considered responsive.” Bidders must complete Attachment A, sign it, and submit it with their bid package as formal acknowledgement of addenda.

## **6. Evaluation of Bid Package**

All proposals submitted shall be good for a minimum of thirty (30) days. Criteria for the award shall be based on the lowest total price. The City will award a contract to one company.

## **7. Timeline**

<b>Date</b>	<b>Event</b>
October 18, 2016	RFB Issued
October 27, 2016	Deadline for questions about RFB contents.
October 27, 2016	Deadline for protests regarding contents of RFB.
November 8, 2016	Bid packages due to the City.
November 9, 2016	Bid packages evaluated and selection made.
November 23, 2016	Anticipated contract approval by City Council.
November 23, 2016 – November 22, 2019	Performance period.

The City reserves the right to adjust the timeline with notice to prospective bidders through the issuance of an addendum available on the City’s website ([www.cityofbethel.org](http://www.cityofbethel.org) > Doing Business > Request for Bids/Proposals).



**Attachment B**

**PRICE SHEET**

**PROVISION OF JANITORIAL SERVICES  
TO CLEAN CITY HALL**

**A. Price Sheet Instructions**

Provide the total price per year for each of the three years of the service contract:

<b>Clean City Hall per RFB and Contract</b>	<b>Price</b>
One full year (November 23, 2016 – November 22, 2017)	

**B. SIGNATURE AND VERIFICATION**

Pursuant to and in compliance with the City of Bethel’s Request for Bids document, the undersigned hereby proposes to provide janitorial services as specified in this Request for Bids document for the total price given on this sheet.

<b>Respondent</b> Name (printed):	Title:
Company Name and Mailing Address:	Telephone Number:  Fax Number:  E-mail Address:
Signature:	

**Exhibit C**  
**Confidentiality Agreement**

I, \_\_\_\_\_, as an employee of Kagista-Janitorial Services, understand that while cleaning the Bethel Courthouse, I may come into contact with or may observe confidential information. Such information may include, but is not limited to, draft court opinions, internal memoranda, records relating to personnel issues, procurement proceedings, internal policy or administrative documents. I may also overhear confidential conversations.

I agree that anything I see or hear at the Bethel Courthouse while performing my official duties for Kagista-Janitorial Services is to be kept confidential. I understand this means I may not copy, photograph, discuss or share any information which I may see, hear or in any way learn about.

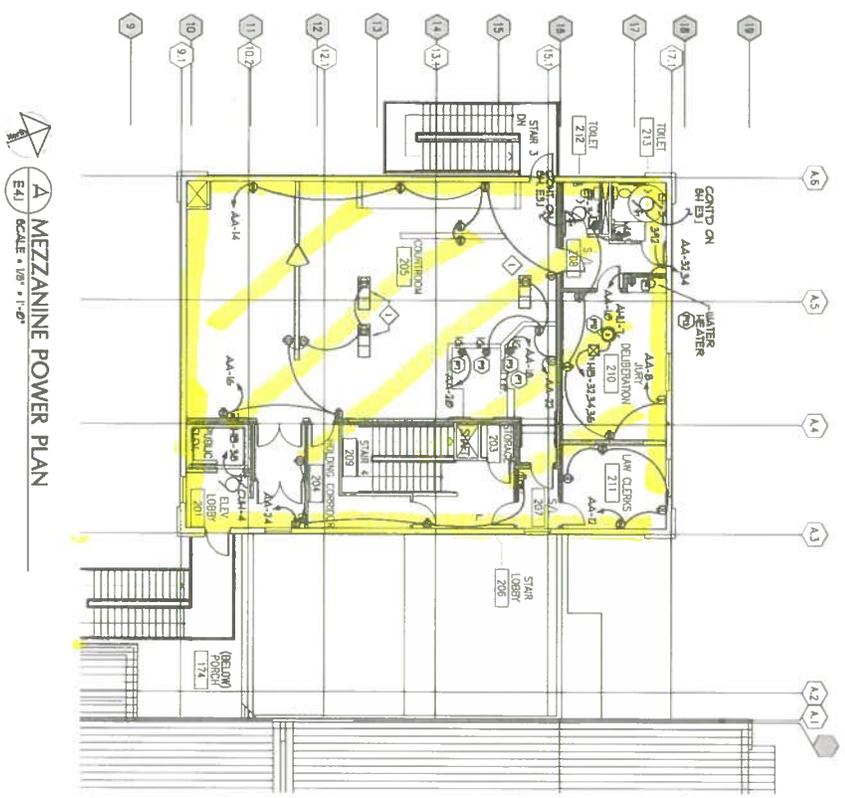
I acknowledge that I fully understand even one violation of this Confidentiality Agreement may result in my permanent removal from the Premises.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated



- NOTES**
- P1. PROVIDE WIRE IN CONDUIT FOR UPTURN FROM J-BOX TO PANEL. METAL CLAD CABLE TRAY BE USED FOR CIRCUITS FROM J-BOX TO RECEPTACLE. SEE SPECIFICATION SECTION 8111 AND 8120. LOCATE J-BOX IN ACCESSIBLE CEILING OR ATTIC SPACE. TYP FOR ALL RECEPTACLE CIRCUITS.
  - P2. NOT USED.
  - P3. POINT RECEPTACLES IN HURTLING. SEE ARCHITECTURAL.
  - P4. PROVIDE CONTINUOUS SHEET CALLING (1) COURT ELECTRICAL, (2) OUTLET BOX (P405) AROUND ALL BOXES MOUNTED IN BOARD WALLS.
  - P5. NOT USED.
  - P6. NOT USED.
  - P7. LOCATE ISOLATED GROUND RECEPTACLE ADJACENT TO MICROPHONE AND BREAKER J-BOXES. SEE SHEET E4.1.
  - P8. PROVIDE PULLER AND CONNECT ELECTRICAL LOCKS, KEYPADS, ETC. AT DOORS AND 264, 769, 769A, 769B AND 769A. SEE A4.11. PROVIDE RELEASE OF FIRE ALARM SYSTEM WHERE INDICATED IN HARDWARE SCHEDULE DESCRIPTIONS.
  - P9. NOT USED.
  - P10. NOT USED.
  - P11. PROVIDE BLACK FLEXIBLE CONDUIT WHERE CROSSING BETWEEN EXISTING BUILDING AND NEW CONSTRUCTION.
  - P12. NOT USED.
  - P13. PROVIDE LOCK-OFF DEVICE FOR CIRCUIT BREAKER AT PANEL A1.



MEZZANINE POWER PLAN  
 SCALE: 1/8" = 1'-0"

**MBA Consulting Engineers, Inc.**  
 3812 Spenser Road, Suite 200 • Anchorage, AK 99517  
 907.274.8222 • FAX (907) 274-0814  
 Email: mbaconsulting@alaska.com



BUILDING PERMIT PACKAGE / CONSTRUCTION DOCUMENTS: DECEMBER 8, 2005

Sheet No.	E4.1
Drawn	DJH
Checked	SLA
Job No.	0401601
Date	12/08/05
Project	BETHEL COURT COMPLEX EXPANSION
Location	BETHEL, ALASKA
Revision	

BETHEL COURT COMPLEX EXPANSION  
 BETHEL, ALASKA  
 MEZZANINE FLOOR POWER PLAN

# City of Bethel Action Memorandum

Action memorandum No.	16-74		
Date action introduced:	Oct. 25, 2016	Introduced by:	Peter Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

**Action Title**

Direct Administration to sign the managed services agreement between the City of Bethel and ProComm Alaska for the ongoing maintenance of the Enhanced 911 system.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	<i>PW</i>	
<input checked="" type="checkbox"/>	Finance	<i>AW</i>	recommended
<input checked="" type="checkbox"/>	Police		
<input type="checkbox"/>			

Attachment(s): E911 Managed Services Agreement for the VESTA 9-1-1 system.

Amount of fiscal impact:		Account information:
	No fiscal impact	
	Funds are budgeted for.	
\$40,667/yr. for 5 yrs.	Funds are not budgeted. Budget modification is required.	41-50-649

**Summary Statement**

The City of Bethel used a State Homeland Security Grant to purchase an Airbus DS Communications VESTA 9-1-1 system, which included software, firmware, and hardware. The purchase and installation was done by ProComm Alaska, an Anchorage company approved as a sole source vendor and installer by the City of Bethel and the Alaska Division of Homeland Security and Emergency Management. The system was installed, tested, commissioned, and dispatchers were trained by July 31, 2016.

The City of Bethel is in a position now to sign a managed services agreement with ProComm Alaska, the only maintenance provider authorized by Airbus DS Communications to deliver monitoring and support service to the City of Bethel. (See email from Tim DiMarco, Regional Account Manager, Airbus DS Communications).

The managed services agreement will provide remote monitoring with problem diagnostics and resolution 24/7/365, software and firmware fixes and updates, inspection and maintenance, and annual on-site training. The five-year contract gives

the City the best deal on the annual cost for services. A five-year contract also provides the City with confidence that it has five years of services secured. The annual cost to service the contract will be paid from the E-911 Services Fund.

**CITY OF  
BETHEL**John Sargent <[jsargent@cityofbethel.net](mailto:jsargent@cityofbethel.net)>

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**Bethel - VESTA 9-1-1 Monitoring and Support**

1 message

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**Tim DiMarco** <[Tim.DiMarco@airbus-dscomm.com](mailto:Tim.DiMarco@airbus-dscomm.com)>  
To: "[jsargent@cityofbethel.net](mailto:jsargent@cityofbethel.net)" <[jsargent@cityofbethel.net](mailto:jsargent@cityofbethel.net)>

Thu, Oct 6, 2016 at 3:02 PM

Hello Mr. Sargent,

As per our discussion this morning, Bethel purchased your Airbus VESTA 9-1-1 solution through our channel partner ProComm Alaska. When you purchase a VESTA 9-1-1 solution it is the responsibility of the Channel Partner to deliver and implement the system as well as provide first tier maintenance. This means that they are the first entity that you should call should you need assistance with your system. Should there be an issue that requires it, your channel will provide an Airbus trained technician on site. Should this technician need assistance they can reach out to our technical support group here at Airbus. Optionally most of our channel partners offer their customers remote Monitoring and Response from our Network Operation Center at Airbus. Airbus M&R provides you with 24 hour a day, 365 days per year - active monitoring of your system. With this service, it is not uncommon for Airbus to detect an issue before our customer is aware of it. The protocol with this service is for Airbus to contact the channel partner as soon as an issue is detected so that they can provide maintenance on site should it be necessary, hopefully preventing any downtime. Through this intimate relationship your VESTA channel and Airbus can provide Bethel with excellent maintenance and support service. This is also why our Monitoring and Response service is provided to our customers by the same channel partner who delivered your solution and is providing your maintenance. Since ProComm is your maintenance provider, Airbus can only quote our Monitoring and Support service through that same maintenance provider.

Please note that Monitoring and Response is one of four services that Airbus offers as part of our Managed Services Suite (see attached). These four services include the following:

- Monitoring & Response
- Operating System Patch Management
- Virus Protection
- Disaster Recovery

Thank you again for being our customer and please let me know if you have any questions or concerns.

Tim

**Tim DiMarco**  
*Regional Account Manager***Airbus DS Communications**

**home of VESTA®**  
42505 Rio Nedo  
P.O. Box 9007  
Temecula, CA 92590  
[206.755.5333](tel:206.755.5333) (DIRECT)  
[951.551.3623](tel:951.551.3623) (MOBILE)  
[www.AirbusDSComm.com](http://www.AirbusDSComm.com)

[tim.dimarco@Airbus-DSComm.com](mailto:tim.dimarco@Airbus-DSComm.com)

**VESTA**<sup>®</sup>

NG9-1-1 CALL HANDLING  
LAND MOBILE RADIO  
NOTIFICATION



# VESTA<sup>™</sup> SERVICES - MANAGED SERVICES

A SMARTER WAY TO **KEEP ALL OUR COMMUNITIES SAFE/**

CRITICAL MATTERS<sup>®</sup>

**AIRBUS DS** Communications | *home of VESTA<sup>®</sup>*

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## 9-1-1 Equipment MONITORING

## Network MONITORING

## Virus PROTECTION

## Patch MANAGEMENT

## Disaster RECOVERY

- Distributes critical virus protection updates from a best-in-class anti-virus service provider in a timely, efficient manner
- Provides a track record of patches via our Managed Services Portal for a complete audit trail
- Ensures system integrity and compliancy, especially when bundled with Virus Protection for comprehensive, hands-free care
- Helps ensure continuity of operations by protecting critical VESTA 9-1-1 and/or VESTA Radio systems

### PATCH MANAGEMENT

#### For NG9-1-1 and VESTA Radio

Another critical aspect of regular maintenance of your NG9-1-1 solution and/or VESTA Radio system is to apply and test system patches, which is why our Patch Management component:

- Deploys and tests Microsoft® certified patches to the VESTA 9-1-1 and/or VESTA Radio systems
- Provides a track record of patches via our Managed Services Portal for a complete audit trail
- Ensures system integrity and compliancy, especially when bundled with Virus Protection for comprehensive, hands-free care
- Gives peace of mind knowing critical systems are running at optimal levels

### DISASTER RECOVERY

#### For NG9-1-1

In a situation affecting power or network connectivity, the reliability of your communications systems, and more importantly, the safety of your community, may be in danger. Let our Disaster Recovery component:

- Provide backup and protection of your VESTA 9-1-1 system
- Capture real-time "snapshots" of system activity and automatically save data to an on- or off-site storage server
- Minimize your PSAP's potential downtime and quickly restore workstations and servers in an emergency through partnership with a leading disaster recovery software provider
- Allow your PSAP to be proactive and minimize risk to operations and ultimately Public Safety

## BENEFITS

### VISIBILITY/

- 24/7/365 remote monitoring
- Issues predicted & mitigated
- Access to Managed Services Portal

### PEACE OF MIND/

- Immediate action taken
- System & data integrity ensured
- Continuity of operations secured

### ENHANCED OPERATIONS/

- Fast, remote resolution of issues
- System maintenance handled
- Renewed focus on Public Safety

Learn why hundreds of agencies like yours trust the Managed Services offering of our VESTA Services solution to protect their technology investment and more importantly, their ability to safeguard their communities. We welcome the opportunity to do the same for you.

For more information, call **951.719.2100** or visit [www.Airbus-DSComm.com](http://www.Airbus-DSComm.com).

# **E911 MANAGED SERVICES**

## **V5**

Proposal to

**City of Bethel**

Presented by

**ProComm Alaska  
LLC**

# 1. MANAGED SERVICES

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The program offered in this proposal is designed to maintain system performance of the City of Bethel Public Safety E 911 system using the most economical means available in Alaska. It has a strong focus on readiness, combining preventive maintenance, end user training for first echelon on-site support by City personnel, telephonic support, and system monitoring, with 24/7/365 on-site infrastructure repair response. This approach begins during the system warranty period and continues throughout the selected contract term.

Some key capabilities and features of the proposed program are provided below.

This Managed Services proposal contains 2 Exhibits:

- “MSA Exhibit A: E911 Managed Services Agreement” contains the proposed terms of the Agreement to manage the system and provide services after the construction and acceptance of the E911 system. This document is attached to this proposal as a separate document. The agreement contains a Schedule of Covered Equipment on pages 5 & 6 of that document.
- “Exhibit B: Subject Equipment and Software” contains the list of equipment and software to be maintained under the terms of this proposed agreement. Exhibit B is contained on pages 7-9 of this document .

## 1.1 PROGRAM FEATURES:

1. **PROGRAM PLANNING** – *Readiness* requires planning. A well planned program anticipates the requirements of major scenarios and has planned and prepared a response. This includes communications programs.
2. **PERIODIC INSPECTION AND MAINTENANCE** to ensure the equipment operates optimally, thorough periodic inspections, and cleaning will be conducted and reported as planned. This proposal recommends and provides pricing for one onsite inspection of the covered equipment throughout the contract period of 12 months in Bethel.
3. **PERIODIC MAINTENANCE REPORTS** – Based upon the Department’s specific equipment and readiness plan, reports will be created that communicate both technical performance results, lay-person summaries, and recommendations. It is essential that these reports effectively communicate:
  - the exact state of readiness of each component of the system,

- essential maintenance requirements (those that must be done immediately to prevent eminent failure),
- deferred maintenance requirements (those that should be planned and executed in a future timeframe),
- Maintenance Program issues and recommendations.

Inspection and maintenance will be conducted ONLY on equipment included in Exhibit B: Subject Equipment & Software and equipment added in written supplement throughout the year.

4. **SOFTWARE SUPPORT.** This program is intended to maintain the software that the City has purchased and which is in operation as of the effective date. Maintaining software often includes version fixes and updates to the Software listed in Exhibit B: Subject Equipment & Software. Upgrades to new software versions are not included in this Agreement (i.e. Windows 7 would be updated or bugs fixed by Microsoft via Windows 7.1, 7.2, etc. but the user is not entitled to the new Windows 8 program at no additional charge). These software and firmware enhancements to the City's current version of software, as they are developed by Airbus DS, are included in the program as described below:

- **Application Software and Firmware Program Fixes.** Application software and firmware fixes are defined as resolutions to defects in the application software or firmware product that affect the ability of the program to function. These fixes, if they are required, will be applied to the system by Airbus DS or will be applied by PCA in a site visit for that purpose. The program fix will be available only within the current release of the product and subsequently will be incorporated into future software or firmware program updates.
- **Application Software and Firmware Program Updates.** Application software and firmware program updates are defined as minor enhancements to the already purchased product feature / functionality set. A product change is classified as minor, in the discretion of Airbus DS Communications, based upon the impact of the change to the core functionality of the product. Customer will be notified by PCA of all application software and firmware program updates which occur within the term of the Support Program. **PCA shall then order the update at no additional charge** provided that the Support Program is in effect. Application software and firmware program updates will be applied to the system during the annual preventive maintenance inspection unless the City desires an earlier deployment and agrees to pay all travel related expense above the contract. To distinguish which updates have been applied, a change in the two numbers following the decimal point within the product version number constitutes an application software program update (for example a change from product version 1.10 to 1.20, or 2.11 to 2.12, or 3.20 to 3.30 et. al. will represent an application software program update). A change from PSC15 version A to PSC15 version B will represent a firmware program update.

**5. REMOTE MONITORING.** Problem Diagnostics and Resolution. Airbus DS Communications technical support personnel will monitor software performance 24/7/365 and correct issues that can be managed remotely. Because of the complexity of how the application interfaces with circuits, other devices, and applications it is sometimes necessary to employ onsite support for complete resolution. Airbus DS will contact PCA in the event of an issue that cannot be resolved remotely. PCA will contact the City on-site professional to work through possible first echelon steps to resolve the issue. If not resolution can be achieved or there is a risk to system continuity if action is taken, PCA will schedule immediate transit to Bethel and coordinate Airbus.

**6. TELEPHONIC RESPONSE.**

**Telephone Support Procedures:**

- Call ProComm Alaska Help Desk at 800-478-9191 and follow the prompts.
- Provide the Contract Number that appears on your Managed Services Agreement

To expedite a response, please be prepared to provide the following information:

- Caller's contact number
- Severity of the problem
- Description of the problem
- When the problem first occurred
- Operational impact of the problem
- How often the problem is occurring
- What other problems are occurring at the site

**7. ANNUAL TRAINING OF ONSITE PERSONNEL** – To assist the City of Bethel in containing the costs of maintaining high tech systems in a remote location, PCA has developed a training program that prepares selected City personnel to perform some functions as they are directed by PCA Engineers. These functions are referred to as first echelon tasks and are NOT to be performed unless the trainee has been directed by PCA in real-time to do so. Care must be taken to ensure that conditions are in place to ensure the appropriateness of the task in the present circumstances for safe implementation. Any action taken by city personnel without the real-time direction of PCA could jeopardize the operation of the system. All costs related to the independent acts of City personnel will be the responsibility of the City as a separate purchase order.

**8. DISPATCH SERVICES** – If first echelon procedures have been *directed and performed by the City's trained On-site personnel* and/or it is determined an Onsite response is necessary, this feature dispatches a Technician or Engineer on the first available flight to Bethel (24/7/365) to restore covered infrastructure. Requested service that exceeds the scope of the program or is requested for equipment *not* covered, will be charged to the Department on a standard time and materials basis

including priority, overtime, and Holiday rates. No dispatch is offered for console systems, RF systems, radio subscribers, or programming unless those equipment are also covered by a Managed Services Agreement or they are purchased through a separate purchase order.

## 2. QUALIFICATIONS AND ASSUMPTIONS

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This proposal assumes that Bethel will provide lodging for on-site personnel for the annual inspection, necessary trips for software fixes and updates, and/or repair trips.

The City of Bethel IT department will be available to PCA as a priority at any time their participation is required.

The City of Bethel will make every effort to ensure that the telephone company makes their personnel available at any time as a priority when their system or facilities are involved in issues to be resolved.

## 3. SUMMARY

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PCA is proposing a maintenance and repair program for the City of Bethel E-911 system that maintains optimum system operation, plans a rapid response to repair requirements, and manages communication system requirements in the most economical way possible. This solution will also provide the customer with:

- Access to Alaska’s most highly trained and experienced Technical support staff.
- Remote Monitoring, Diagnostics, and support
- Automatic access to information on the latest Manufacturer’s technical and software fixes and enhancements.

## 4. PRICING SUMMARY

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**SELECT 1 TERM:**

	1 Yr	3 Yrs	5 Yrs
<b>Remote Monitoring &amp; Software Support</b> <b>VESTA® 9-1-1</b> <b>VESTA™ IRR</b> <b>VESTA™ Locate</b> <b>PEAbody</b>	Incl	\$89,431.12	\$136,375

<b>Telephone Support</b> <b>Dispatch Services including 24/7/365</b> <b>1) Annual Preventive Maintenance Inspection</b> <b>1) Annual On-site Personnel Training</b>	<b>\$10,896.00</b>	<b>\$36,216.00</b>	<b>\$66,960.00</b>
<b>Total Managed Services</b>	<b>\$10,896.00</b>	<b>\$125,647.25</b>	<b>\$203,335.00</b>

## 5. PROPOSAL ACCEPTANCE

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Acceptance of this proposal will constitute an intent to award. Signature on the Agreement attached as Exhibit A by an authorized representative will constitute a contract to perform under the terms and conditions of this proposal.

Signatures:

ProComm Alaska Representative: \_\_\_\_\_ Date: \_\_\_\_\_

City of Bethel Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT A: E911 MANAGED SERVICE AGREEMENT**

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Document Attached

## EXHIBIT B: SUBJECT EQUIPMENT & SOFTWARE

<b>Hardware</b>		
<i>Qty.</i>	<i>Part No.</i>	<i>Description</i>
<b>VESTA® 9-1-1 Essentials Package</b>		
2		HP Servers
2		TS-2's with cables
2		HP Switches
2		TL601A-R2 Datasharer
4		4 Port FXO Gateways
2		4-Port FXS Gateways
1		Server KVM and cables
1		HP EliteDesk Mini Workstation
1		20" Widescreen Monitor
1		SAM PC Speaker
<b>VESTA® Workstation Equipment</b>		
2	64007-50021	KEYPD 24K 12F USBCBL CP24
2	02800-20500	HDST 4W MOD ELEC MIC BLK
2	03044-20000	HDST CORD 12FT 4W MOD BLK
<b>Network Equipment</b>		
1	03800-03030	FIREWALL- MODEM 60CM
2	04000-26201	SWITCH 2620 24-PORT
<b>Peripherals &amp; Gateways</b>		
1	04000-00129	MED 1000B CHASSIS BNDL
1	04000-00186	SW SPT M1000 GATEWAY 1YR
1	04000-00152	MED 1000 1-SPAN BNDL
1	04000-00191	SW SPT M1000 T1 MOD 1YR
<b>Time Synchronization Equipment</b>		
1	04000-09485	NETCLOCK 9483 +OCXO+3PORT
1	04000-09384	PWR SPLY NETCLOCK 93XX
1	04000-08177	DISPLAY CLOCK 4IN LED
1	04000-08181	DIGI DSPLY CLOCK AND PWR
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA
1	04000-08231	GPS ANTENNA POST MT KIT

1	04000-08228	GPS ANTENNA SURG PROTECTR
1	04000-20601	GND KIT FOR 8226
1	04000-07051	GPS ANTENNA CBL 50FT
1	04000-07108	CBL GPS ANTENNA 100FT

<b>SOFTWARE</b>	
	<i>Description</i>
	<b>VESTA E 911 Basic</b>
	PEAbody 4.5 ( VM'd on VESTA-A Server)
	<b>VESTA Analytics</b>
	<b>VESTA™ Locate Mapping</b>
	<b>VESTA® 9-1-1 CDR Module</b>
	<b>CAD Interface</b>
	<b>Datasharer</b>



**E-911 MANAGED SERVICES  
AGREEMENT**

1. **Parties.** ProComm Alaska LLC (hereinafter referred to as "PCA"), the corporate address of which is 2100 E. 63<sup>rd</sup> Ave, Anchorage, Alaska 99507 and City of Bethel, 300 State Hwy, P.O. Box 1388, Bethel, AK 99559 (hereinafter sometimes referred to as "Customer").
2. **Terms.** This agreement shall be in full force and effect for a period of twelve months, beginning on \_\_\_\_\_, 2016, and ending on \_\_\_\_\_, 2016.
3. **Maintenance Charge.** Customer shall pay PCA a fixed annual charge of \_\_\_\_\_ (\$\_\_\_\_\_). Unless provided for to the contrary in this agreement or otherwise limited in Schedule A to this agreement, such maintenance charge shall represent the total compensation paid to PCA by the customer for all of the services and parts necessary to furnish the maintenance services which are the subject of this agreement. In the event that the term of this agreement is extended as provided for above in Paragraph 2, the annual maintenance charge may be adjusted to reflect an increase consistent with the increased cost of doing business as reflected by the increase of the cost from PCA's suppliers and/or the increase in cost for labor and expenses. The charges will also be increased as necessary to cover maintenance on additions to the system or scope of work.
4. **Payment of Charges.** All maintenance charges and fees payable by Customer to PCA under this agreement are **payable in advance** and shall fall due on the beginning of each quarter maintenance period during the term of the agreement. Any such payments which are delinquent for a period in excess of thirty (30) days shall constitute a material default under this agreement.
5. **Reinstatement Fee.** If the Support Program is not renewed prior to expiration of the existing term or grace period, if applicable, then the Customer, in addition to being charged the applicable Support Program Renewal Fee, will also be subject to the prevailing Support Program Reinstatement Fee as set forth in the applicable price list upon Support Program renewal.
6. **Maintenance Responsibilities.** Equipment Maintenance and repair: Except as is expressly provided for to the contrary in this agreement, PCA shall provide Customer with all routine and remedial maintenance, including labor and parts, necessary to keep the subject communications equipment operating according to manufacturers specifications. PCA does not warranty, nor will PCA be responsible to correct by reason of this agreement, the system design, coverage areas, or adequacy of the system to meet the needs of the customer that are in place at the time this agreement is executed. Unless expressly provided for in this agreement, console & RF systems, antenna systems, power supplies and UPS systems, and telco circuits and lines are excluded. Repairs to these components, or management of third party assessment or repair will be provided by PCA at Customer's expense based upon PCA's then prevailing rates and prices, including overtime rates. All of PCA's maintenance responsibilities under this agreement shall be limited to customer's private communications systems equipment purchased or leased from PCA, unless other equipment is specifically included in writing. All routine and remedial maintenance and repairs shall be performed by PCA at such times as do not unreasonably interfere with Customer's business operations. Unless on-call or managed services are specified in this agreement, PCA shall not be required to furnish any maintenance on weekends, holidays or after normal business hours. Additionally, any damage to the subject equipment caused by Customer negligence, tampering, or misuse, either accidental or intentional, shall not be covered under this agreement. All such extra maintenance shall be at Customer's expense based upon PCA's then prevailing rates and prices, including overtime rates. PCA will not be responsible for conditions beyond its control, to include without limitations, flood, fire, earthquakes, weather, or other acts of God or other causes outside normal usage and/or unavailability of parts due to manufacturer's discontinuance of equipment.
7. **Remote Monitoring and Support Services.** In addition to the hardware maintenance and repair responsibilities indicated above, this Agreement includes remote monitoring and support services offered by Airbus DS Communications. In order to keep the Support Program active, the Customer is required to:
  - (1) Maintain an Airbus DS Communications application software and Firmware release that is current version or current version minus one. The application software and firmware release dates are determined by the date of the related product release notice as specified in the applicable published Product Change Notice (PCN);
  - (2) Pay all applicable Support Program Fees;
  - (3) Comply with all terms and conditions of this Support Program.



included in Customer's spares inventory, PCA's sole responsibility shall be to secure a replacement part as soon as is economically

possible, and PCA shall not be liable or responsible to Customer for any failure to have such part in stock. PCA's obligations to furnish replacement parts under this agreement during the course of its maintenance services shall be limited to providing standard parts of equal quality. Common computer equipment which is ancillary to the system but not proprietary to the system, such as keyboards, mice, printers, etc. that would be more economical for Customer to replace through Customers' IT vendors, are not listed, nor will they be covered in the event replacement is necessary.

15. **Warranties.** Except as expressly set forth in Sections 6, 7, 10, & 11 above or in a contract signed by an officer of ProComm Alaska LLC, ProComm Alaska makes no warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose, in connection with materials or work order and the transactions contemplated hereby. IN NO EVENT SHALL PROCOMM ALASKA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR RELATED TO MATERIALS, SOFTWARE, OR LABOR, OR THE PERFORMANCE OR BREACH HEREOF. EVEN IF PROCOMM HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, PROCOMM'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE CHARGES PAID TO PROCOMM HEREUNDER BY CUSTOMER.
16. **Economic Damages.** PCA shall not be responsible for any direct, indirect, incidental or consequential economic damages, including, but not limited to, damages to reputation or lost profits arising from the malfunction or loss of use of the subject equipment as a result of any failure on its part to fully, faithfully or timely provide maintenance services and/or parts under this agreement.
17. **Force Majeure.** PCA shall not be responsible for any failure on its part to furnish maintenance services or replacement parts under this agreement due to causes beyond its practical control, including, but not limited to, work stoppages, strikes, boycotts, embargoes, lockouts, transportation delays, fires, floods, earthquakes, casualties, civil disobedience's, riots, rebellions, acts of God, parts shortages or similar occurrences.
18. **Modifications.** In order to keep the subject communications system equipment in good operating conditions, PCA shall have the option to, but not the responsibility for any modifications to the equipment which it may deem necessary or desirable, it is sole and absolute discretion. PCA shall endeavor to make all such modifications at such times and in such a manner so as to not unreasonably interfere with Customer's business operations. However, PCA shall have the right to make all such modifications during its normal business hours. A refusal on the part of the Customer to permit any such modifications shall constitute a wrongful and material default by Customer under this agreement.
19. **Default.** If Customer (a) does not timely pay all of the charges and amounts due PCA under this agreement, (b) ceases doing business as a going concern, (c) suffers or causes a petition to be filed by or against it under any of the provisions or chapters of the Bankruptcy Act, as amended, (d) makes an assignment for the benefit of its creditors, (e) calls or participates in a general meeting of its creditors and attempts any informal arrangement, extension or composition of its debts, (f) suffers or causes the appointment of a receiver to control any of its properties or (g) defaults under any of the agreements pursuant to which it leased or purchased any of the subject communications systems equipment, or if PCA reasonably deems its rights and interests under this agreement and/or to the subject communications systems equipment to be in jeopardy, then in any such event, PCA shall, in addition to any other legal remedies it may have, have the right, at its option, to suspend performance under this agreement or terminate it without notice or further liability to Customer. In addition, PCA may also terminate this agreement without notice or further liability or obligation to Customer in the event that Customer (a) violates any space, use, electrical, maintenance or environmental requirements for the subject communications systems equipment, (b) moves the subject communications systems equipment without the express written consent of PCA (which may not be unreasonably withheld by PCA), or (c) suffers or causes any unreasonable damages to or use of the subject equipment which requires the furnishings of excessive maintenance services or replacement parts on the part of PCA.
20. **Early Termination.** Customer shall, at its option, have the right to terminate all of its unmatured obligations under this agreement on sixty (60) days prior written notice to PCA subject to (a) the prior satisfaction in full of all its matured obligations to PCA. Customer hereby affirms that PCA has no responsibility to repay any portion of any advance annual maintenance charge, and that any such amounts constitute liquidated damages. Customer acknowledges, represents and warrants that such liquidated damages are reasonable and have been agreed upon due to the difficulty of measuring the damages PCA would suffer in the event of any such early termination of the agreement by the Customer. Customer hereby



SCHEDULE A: SUBJECT EQUIPMENT

<b>Hardware</b>		
<i>Qty</i>	<i>Part No.</i>	<i>Description</i>
<b>VESTA® 9-1-1 Essentials Package</b>		
2		HP Servers
2		TS-2's with cables
2		HP Switches
2		TL601A-R2 Datasharer
4		4 Port FXO Gateways
2		4-Port FXS Gateways
1		Server KVM and cables
1		HP EliteDesk Mini Workstation
1		20" Widescreen Monitor
1		SAM PC Speaker
<b>VESTA® Workstation Equipment</b>		
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1	04000-09384	PWR SPLY NETCLOCK 93XX
1	04000-08177	DISPLAY CLOCK 4IN LED
1	04000-08181	DIGI DSPLY CLOCK AND PWR

## Capital Project Options

### City of Bethel Needs

#### Fire Department

- Water Tender Truck  
3,000 gallon water truck.
- Ladder Truck  
Ladder would be 80-100 ft., tall enough to evacuate people from four-story buildings, like new Primary Care Center.
- Videocameras  
Security cameras.

#### Police Department

- Videocameras  
Entire videocamera system needs to be replaced.

#### Public Works

- New Garage for Sewer Trucks  
Separating the sewer trucks by putting them in their own garage is a health and safety issue. Also gives more room for the larger 4,000-gallon, longer trucks we are ordering new.
- LEDs  
City Shop should all be LEDs for added brightness and energy savings.
- Energy Improvements  
As listed in Energy Audit.
- Track Loader (e.g., CAT 953)  
For use at the landfill on a daily basis.
- Water Trucks
- Sewer Trucks
- Siding for City Shop  
New siding to protect the walls. South side has most damage from sun.

#### Planning

- GIS/Mapping  
Hardware, software, photos of Bethel actuals, package would have to put together.

#### Port

- Videocameras  
Security cameras to protect small boat harbor, Petro Port, City Dock, port office, float plane beach area.

#### Administration

- City Hall Energy Improvements  
Energy Audit contains numerous improvement expenditures.
- Courthouse  
Energy Audit contains numerous improvement expenditures.

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# *Mayor's Report*

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# City of Bethel, Alaska

## City Clerk's Office

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### **Council Meetings and Events**

October 25, 2016 Regular Meeting  
October 26, 2016 Special Meeting  
November 8, 2016 Special Meeting

### **City Manager Recruitment Process**

The City Clerk's Office worked with two of the final candidates on arrangements/schedule during their onsite visit ie, airfare, lodging, per diem, travel expense report ect. Also prepared the schedule for the candidates during their time in town.

### **City of Bethel Regular Election**

The Council's certification of the election took place on the 11<sup>th</sup>; following the certification the City Clerk's Office prepared the documents for long and short term storage as well as provided the State of Alaska Division of Elections with the copies of the absentee in person and question ballot slips to account for the voters voting in the election and to update the voter registration information.

Annually the City Clerk's Office does a review of the City's regular election processes and continues to make modifications to the internal procedures for the office.

### **State of Alaska General Election**

The City Clerk's Office will begin the absentee in person voting October 24. In addition to the absentee in person voting, the office will work on the recruitment process for election officials and is glad to include in this recruitment the hope to involve students from the school. The City Clerk's Office reached out to the High School principal with the hope to recruit some students to participate as election officials; additionally, KLA will be assisting as election officials this year.

### **City Clerk's Assistant**

The Office is excited to welcome Dyane Chung as the new Assistant.

### **Records Retention Schedule**

Since August, the City Clerk has been encouraging the Department Heads to take a close look at the records retention schedules for their department to allow for an overall rewrite of the records retention schedule in January.

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# ***City Manager's Report***

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## CITY OF BETHEL

P.O. Box 388  
Bethel, Alaska 99559  
Ph. (907) 543-4150  
Fax (907) 543-3817

# MEMORANDUM

DATE: 10-18-2016  
TO: City Council  
FROM: Peter Williams, Acting City Manager  
RE: Managers' Report

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- Directed the Finance Department to forward documentation of all delinquent accounts to the City Attorney.
- USDA/Lagoon – discussed the last of the few documents needed on Oct 12. The RFP for design services is being scored at the time of this report.
- Institutional Corridor- have had discussions with the Project Managers and DOWL's real estate personnel about the easements needed for this project.
- Approved the expenditure of funds from the Parks and Recs budget of \$10,000 to to match grant from APEI of the same amount. The funds will be used to purchase surface materials for the parks, 150 bags @ 2,000 lbs. ea. This is the last year this grant will be available because no one has used it.
- Approved applying for the EE-Kickstarter award for \$10,000, no match required. Applications must be received by Nov.4<sup>th</sup>. Suggested use was for LED lights at the Public Works Building.
- Assisted pool operators with some concerns over the budget, admission fees, sales tax and what Depts. to go to if they need help in the future.
- Public Works -12 employee valuations were turned into the H.R. Dept.
- The design for the Port Office is on schedule and should be 50% completed in early November.

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# ***City Clerk's Report***

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# ***Executive Session***

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# *Additional Information*

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