



# City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

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**Regular City Council Meeting**

**Tuesday, October 9, 2018**

**6:30 P.M.**

**Council Chambers; Bethel, Alaska**



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
October 9, 2018 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

Rick Robb  
Mayor  
Term Expires 2018  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Fred Watson  
Vice-Mayor  
Term Expires 2018  
[fwatson@cityofbethel.net](mailto:fwatson@cityofbethel.net)

Leif Albertson  
Council Member  
Term Expires 2019  
[lalbertson@cityofbethel.net](mailto:lalbertson@cityofbethel.net)

Mark Springer  
Council Member  
Term Expires 2018  
[msprigner@cityofbethel.net](mailto:msprigner@cityofbethel.net)

Thor Williams  
Council Member  
Term Expires 2019  
[twilliams@cityofbethel.net](mailto:twilliams@cityofbethel.net)

Mitchell Forbes  
Council Member  
Term Expires 2019  
[mforbes@cityofbethel.net](mailto:mforbes@cityofbethel.net)

Brian Henry  
Council Member  
Term Expires 2018  
[bhenry@cityofbethel.net](mailto:bhenry@cityofbethel.net)

Pete Williams  
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

- 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) \*9-25-2018 Regular City Council Meeting p.5
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. SPECIAL ORDER OF BUSINESS**
  - a) Review Canvass Board Certificate Of Election, October 4, 2018 [Not Available Until After The Canvass Board October 4, 2018] (Mayor Robb)
  - b) Resolution 18-14: Certifying The Results Of The October 2, 2018 Regular City Election [Not Available Until After The Canvass Board October 4, 2018] (Mayor Robb)
  - c) Oath Administered To Newly Elected Council Members (Mayor Robb)
- IX. UNFINISHED BUSINESS**
  - a) Introduction Of Ordinance 18-22: Authorizing The Disposal Of Property (Vacant Building Formerly Known As The Police Annex And/Or The Bojangles Building) Pursuant To BMC 4.08.030(A) (City Manager Williams) p.17
- X. NEW BUSINESS**
  - a) \*Introduction Of Ordinance 18-25: Authorizing The Disposal Of A 34' X 22' Parcel Of Land Located At Plat 93-32, Lagoon Parcel To Bethel Friends Of Canines Pursuant To BMC 4.08.030(B) (Council Member Albertson) p.20
  - b) \*Introduction Of Budget Ordinance 18-12(d): Amending the Adopted Annual FY 2019 Budget- Property Maintenance- Streets and Roads- Police Dept.-Administration (City Manager Williams) p.33
  - c) AM 18-64: Approving Administration To Negotiate And Enter Into A Contract For An Agenda Management And Packet Solutions With Proposer A ( Council Member Williams) p.37
  - d) AM 18-65: Declaring seats on the Public Safety and Transportation Commission vacant per Bethel Municipal Code 02.52.070 (Council Member Springer) p.47
  - e) AM 18-66: Authorizing The City Manager To Negotiate And Execute A Memorandum Of Agreement And Data Use Agreement With The Yukon Kuskokwim Health Corporation (YKHC) Which Will Result In An Enhanced Training Program For The City's Fire And Rescue Personnel (Council Member Albertson) p.48

Agenda posted on October 3 2018 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. 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 October 23, 2018**.

The Council may, after 12:00am, and only by a unanimous consent vote to Fix the Time to Which To Adjourn for the following day at 6:30 p.m.



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
October 9, 2018 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- f) AM 18-67: Authorizing The City Manager To Negotiate And Execute A Purchase Agreement With The Lowest Bidder For Crushed Gravel (City Manager Williams) p.56
- g) AM 18-68: Authorizing The City Manager To Negotiate And Execute A Management And Operations Agreement With Bethel Friends Of Canines (Council Member Albertson) p.62
- h) AM 18-69: Authorize And Approve City Administration To Issue Checks To Quarter 3 Community Action Grant Awardees Based On The Community Action Grant Committee's Work On Scoring Applications And Deciding How To Divide Up The Funds Available (City Manager Williams) p.71

- XI. MAYOR'S REPORT**
- XII. MANAGER'S REPORTS**
- XIII. CLERK'S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**
- XV. EXECUTIVE SESSION**
- XVI. ADJOURNMENT**

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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 September 25, 2018 at 6:30 p.m., in the council chambers, Bethel, Alaska.

Vice-Mayor Fred Watson 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>	
Vice-Mayor Fred Watson	Council Member Thor Williams
Council Member Mark Springer	Council Member Mitchell Forbes
Council Member Leif Albertson (Telephonic)	
<b>Members Absent:</b>	
Council Member Brian Henry	Mayor Rick Robb
<b>Also in attendance were the following:</b>	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

**IV. PEOPLE TO BE HEARD**

*No one present to be heard.*

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

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

Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

**Removal from**

**Consent:** Resolution 18-13 from the consent agenda.

Moved by: Springer

**Primary**

**Amendment:** Amend the agenda to move to Executive Session after Special Orders of Business.

Moved by: Williams

Seconded by: Forbes

Action: Motion carries by a vote of 4-1

In favor:  Watson  Springer  Williams  Forbes

Opposed:  Albertson

**VI. APPROVAL OF THE MEETING MINUTES**

**Item A – 9-11-2018 Regular City Council Meeting.**

*Passed on the Consent Agenda.*

**VII. REPORTS OF STANDING COMMITTEES**

**Public Safety and Transportation Commission –**

A meeting has not been held.

**Port Commission –**

Nothing to report.

**Planning Commission-**

No one available to provide a report.

**Parks, Recreation, Aquatic Health and Safety Center Committee –**

Have not met since the last City Council Meeting.

**Finance Committee –**

Reviewed the current budget and revenue generation strategies.

**Public Works Committee –**

Discussed the Institutional corridor, sewage lagoon, ownership of water and sewer facilities, the avenues project, and the possible location of the AVEC wind turbine.

**VIII. SPECIAL ORDER OF BUSINESS**

**Item A – Healthfitness Monthly Report.**

**EXECUTIVE SESSION**

In Accordance With 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- Court House Leased Property Contract. Those attending Item B were: City Manager, City Clerk, and City Attorney.

**Main Motion:**

Moved by: Springer  
 Seconded by: Forbes  
 Action: Motion carries by a vote of 5-0  
 In favor:  Watson  Albertson  Springer  Williams  Forbes  
 Opposed: -0

**IX. UNFINISHED BUSINESS**

**Item A – Public Hearing Of Budget Ordinance 18-12(c):** Amending The Adopted Annual FY 2019 Budget-Public Transit System-Community Services.

*Mayor Robb opened the Public Hearing.  
 No one present to be heard.  
 Mayor Robb closed the Public Hearing.*

**Main Motion:** Adopt Budget Ordinance 18-12(c).

Moved by: Springer  
 Seconded by: Forbes  
 Action: Motion carries by a vote of 5-0  
 In favor:  Watson  Albertson  Springer  Williams  Forbes  
 Opposed: -0

**Primary Amendment:** Amend 56-50-602 to strike \$20,000 and insert \$10,000

Moved by: Williams  
 Seconded by: Springer  
 Action: Motion carries by a vote of 4-1  
 In favor:  Watson  Springer  Williams  Forbes  
 Opposed:  Albertson

**Primary Amendment:** Amend to inert line item 56-50-621 as a decrease under Budget Modification b in the amount of \$5,000.

Moved by: Williams  
 Seconded by: Springer  
 Action: Motion carries by a vote of 5-0  
 In favor:  Watson  Albertson  Springer  Williams  Forbes  
 Opposed: -0

**Item B – Public Hearing Of Ordinance 18-23:** Amending The Disposal Of Property Pursuant To BMC 4.08.030(B) Lease Agreement Between The City Of Bethel As Landlord And The Alaska Court System Tenant Of 17,045 Square Feet Of Office Space

Within The Nora Guinn Justice Center, Court House Located At 204 Chief Eddie Hoffman Highway.

*Mayor Robb opened the Public Hearing.  
No one present to be heard.  
Mayor Robb closed the Public Hearing.*

<b>Main Motion:</b>	Adopt Ordinance 18-23.
Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	∅
<b>Primary Amendment:</b>	Amend to strike five year lease and insert ten year lease and to strike 2 year term for renewal and inert five year option for renewal.
Moved by:	Williams
Seconded by:	Springer
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	∅

**Item C – Public Hearing Of Ordinance 18-24:** Amending The Lease Agreement With The Yukon Kuskokwim Health Corporation (YKHC) Previously Disposed Via Lease Approved Through Disposal Ordinance 14-13.

*Mayor Robb opened the Public Hearing.  
No one present to be heard.  
Mayor Robb closed the Public Hearing.*

<b>Main Motion:</b>	Adopt Ordinance 18-24.
Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams
<b>Primary Amendment:</b>	Amend Ordinance 18-24 to insert after "fair market value" insert "effective February 1, 2017".
Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams

**X. NEW BUSINESS**

**Item A – Resolution 18-13:** Supporting The Public Employee Retirement System Reform.

**Main Motion:** Adopt Resolution 18-13.

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Moved by: Springer  
Seconded by: Forbes  
Action: Motion carries by a vote of 5-0  
In favor:  Watson  Albertson  Springer  Williams  Forbes  
Opposed: -0

**Item B – AM 18-62:** Postpone Until November 27th, The Agenda Items Set For The November 13th, Regular City Council Meeting Due To A Lack Of Quorum For The Council’s November 13th Regular Meeting.

**Main Motion:** Approve AM 18-62.

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Moved by: Springer  
Seconded by: Forbes  
Action: Motion carries by a vote of 4-1  
In favor:  Watson  Albertson  Springer  Forbes  
Opposed:  Williams

**Item C – AM 18-63:** Approving The City Administration’s 2019-2023 Capital Improvement Plan-CIP.

**Main Motion:** Approve AM 18-63.

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Moved by: Springer  
Seconded by: Forbes  
Action: Motion carries by a vote of 5-0  
In favor:  Watson  Albertson  Springer  Williams  Forbes  
Opposed: -0

**Primary Amendment:** Amend to add in the title “the Council directs the City Manager to develop a budget modification to include Fire Alarm Panel, Steamer for streets and roads, and the Police Dispatch Ctr. Console.

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Moved by: Williams  
Seconded by: Springer  
Action: Motion carries by a vote of 5-0  
In favor:  Watson  Albertson  Springer  Williams  Forbes  
Opposed: -0

**Item D** – IM 18-15: Presentation Of The City’s Water & Sewer Services Expenditures Compared To Budget From July 1, 2018 To August 31, 2018 and August 2018-Utilites Maintenance- Water & Wastewater Activity Report.

**Item E** – Personal Leave Request- City Attorney- November 2-9, 2018.

*Passed on Consent Agenda*

- XI. MAYOR’S REPORT**
- XII. MANAGER’S REPORT**
- XIII. CLERK’S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**

Vice-Mayor Fred Watson –

There have been a few drownings on the river, be sure to wear your floatation devices and dress appropriately.

Council Member Leif Albertson –  
No comment.

Council Member Mark Springer –  
Glad to see Governor Walker taking action to preserve the 20 Alaska Native Languages spoken in the State.  
Glad to see the improvements made to the airport road.  
Notified the public that he is running as a write-in candidate.

Council Member Thor Williams–  
The ballots are out, there is a lot of debate about the ballot proposition.  
Get out and vote.  
If you don’t get water, we are sorry. Give him a call with your concerns.

Council Member Mitchell Forbes–  
No comment.

**XV. EXECUTIVE SESSION**

**Item A** – In Accordance With AS 44.62.310(c)2: Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion – Annual Evaluation of the City Attorney.

Move into Executive Session-  
Item A – In Accordance With AS 44.62.310(c)2: Subjects That Tend To Prejudice  
**Main Motion:** The Reputation And Character Of Any Person, Provided The Person May Request A

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Public Discussion – Annual Evaluation of the City Attorney. Those attending Item A were: City Attorney.

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Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

**Main Motion:** Give the City Attorney a 3% raise per her employment agreement.

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Moved by:	Forbes
Seconded by:	Springer
Action:	Motion does not carry by a vote of 3-2
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Watson

## XVI. ADJOURNMENT

**Main Motion:** Adjournment.

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Moved by:	Forbes
Seconded by:	Springer
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

*Council adjourned at 8:51 p.m.*

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Fred Watson, Vice-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

September 13, 2018

Regular Meeting

Bethel, Alaska

### I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on September 13, 2018 at the Bethel City Hall, Council Chambers in Bethel, Alaska. Chair of the Commission Kathy Hanson called the meeting to order at 6:30 PM.

### II. ROLL CALL:

Compromising a quorum of the Commission, the following members were present for roll call: Kathy Hanson, Lorin Bradbury, Alex Wasierski, John Guinn, and Shadi Rabi

Excused Absence: Scott Campbell and Thor Williams

Also Present: Betsy Jumper, City Planner; Pauline Boratko, Recorder; Patty Burley, City Attorney; Chase Nelson, DOWL Engineer.

### III. PEOPLE TO BE HEARD:

Anne Kumulainen- opposed the development of Blue Sky Subdivision.

Jessica Judy- opposed the development of Blue Sky Subdivision.

Alex Judy- opposed the development of Blue Sky Subdivision.

Will Montgomery- opposed the development of Blue Sky Subdivision.

### IV. APPROVAL OF THE AGENDA:

<b>MOVED:</b>	Lorin Bradbury	Motion to approve the agenda.
<b>SECONDED:</b>	Shadi Rabi	
<b>VOTE ON MOTION</b>	Unanimous	

### V. APPROVAL OF THE MINUTES:

<b>MOVED:</b>	John Guinn	Motion to approve the August 9, 2018 meeting minutes.
<b>SECONDED:</b>	Shadi Rabi	
<b>VOTE ON MOTION</b>	Unanimous	

### VI. UNFINISHED BUSINESS:

A. Blue Sky Subdivision Development Agreement: DOWL Engineer, Chase Nelson addressed the commission on the impact of water and sewer costs per parcel. Blue Sky developer was not present at the meeting.

<b>MOVED:</b>	Lorin Bradbury	Motion to direct administration to meet with developer to review disagreements (original)
<b>SECONDED:</b>	Alex Wasierski	
<b>VOTE ON MOTION</b>	Unanimous	
<b>MOVED:</b>	Lorin Bradbury	Motion to amend original motion to direct

<b>SECONDED:</b>	Alex Wasierski	administration to meet with Blue Sky's developer giving a deadline of 4 months (January 2019) to resolve disagreements within the 4 month time frame given. If failure to meet the deadline, the subdivision agreement will be automatically denied.
<b>VOTE ON MOTION</b>	4 yes, 1 no, motion passes	

**VII. PLANNER'S REPORT:** Betsy Jumper gave her monthly report.

**VIII. SPECIAL ORDER OF BUSINESS:**

**IX. COMMISSIONER'S COMMENTS:**

- A. Wasierski- I don't think water and sewer is an issue.
- L. Bradbury- I agree with Alex.
- K. Hanson- no comment.
- J. Guinn- no comment.
- S. Rabi- no comment.

**X. ADJOURNMENT:**

<b>MOVED:</b>	Alex Wasierski	Motion to adjourn the meeting.
<b>SECONDED:</b>	John Guinn	
<b>VOTE ON MOTION</b>	Unanimous	

With no further business the meeting adjourned at 7:43 pm  
 APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

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 ATTEST: Pauline Boratko, Recorder

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 Kathy Hanson, Chair

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# ***Special Order of Business***

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# ***Unfinished Business***

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Introduced by: City Manager Williams  
Introduction Date August 28, 2018  
September 11, 2018  
October 9, 2018

Public Hearing:  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #18-22**

#### **AN ORDINANCE AUTHORIZING THE DISPOSAL OF PROPERTY (VACANT BUILDING FORMERLY KNOWN AS THE POLICE ANNEX AND/OR THE BOJANGLES BUILDING) PURSUANT TO BMC 4.08.030(A)**

**WHEREAS**, the City of Bethel owns a parcel of land situated on Lot 1A, Block 5 of Plat 97-21, City of Bethel, State of Alaska;

**WHEREAS**, the land contains a building which is currently known as the 'Old Police Annex' and at one point may have been known as the 'Old Bojangles Building';

**WHEREAS**, the building has not been used for years after the Fire Marshall required it be shut down due to safety issues;

**WHEREAS**, the building suffers from significant structural issues and poses a significant safety hazard;

**WHEREAS**, each day which the building sits empty creates the potential for someone to break into the building and get injured, resulting in a lawsuit against the City;

**WHEREAS**, given the significant structural damage to the building, the fact the building is estimated to be more than 30 years old, and it would cost more to repair the building than to put up a new one, the wisest thing the City can do at this point is demolish the building;

**WHEREAS**, City staff have the equipment, training and ability to do the demolition work themselves, saving the City the cost of hiring a contractor;

**NOW, BE IT ORDAINED**, the City Council authorizes the disposal of the above property via demolition.

**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 04.08.030(A) Property No Longer Necessary for Municipal Purposes.

Introduced by: City Manager Williams  
Introduction Date August 28, 2018  
September 11, 2018  
October 9, 2018

Public Hearing:  
Action:  
Vote:

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

**ENACTED THIS \_\_\_\_\_ DAY OF OCTOBER 2018, BY A VOTE OF \_\_ IN FAVOR AND \_\_\_\_\_ OPPOSED.**

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

ATTEST:

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

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# ***New Business***

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Introduced by: Council Member Albertson  
Introduction Date: October 9, 2018  
Public Hearing: October 23, 2018  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #18-25**

#### **AN ORDINANCE AUTHORIZING THE DISPOSAL OF A 34' X 22' PARCEL OF LAND LOCATED AT PLAT 93-32, LAGOON PARCEL TO BETHEL FRIENDS OF CANINES PURSUANT TO BMC 4.08.030(B)**

**WHEREAS** the City of Bethel owns a parcel of land situated on Plat 93-32, Lagoon Parcel, City of Bethel, State of Alaska.

**WHEREAS** the land contains a building which is currently known as the 'Pound';

**WHEREAS** Bethel Friends of Canines would like to lease a 34 foot wide by 22 foot long portion of land next to the Pound;

**WHEREAS** Bethel Friends of Canines would place a building on that piece of land;

**WHEREAS** the building would be used to house the operations of Bethel Friends of Canines;

**WHEREAS** the building would also be used as overflow should the pound become full;

**WHEREAS** Bethel Friends of Canines would, in turn, assist the City by taking over some of the duties at the pound, by working with the City to bring emergency veterinary services to Bethel and the Region and by providing adoption, rabies vaccination emergency transport and spay/neuter subsidies;

**WHEREAS** Bethel Friends of Canines is a non-profit organization serving primarily the animals and citizens of Bethel and then the animals and citizens of the Y-K Region;

**NOW, BE IT ORDAINED**, the City Council authorizes the disposal of the above property via lease to an entity providing a public service.

**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 04.08.030(B) Disposal to Entity Providing Necessary Public Service.

Introduced by: Council Member Albertson  
Introduction Date: October 9, 2018  
Public Hearing: October 23, 2018  
Action:  
Vote:

**SECTION 3. Effective Date.** This Ordinance shall become effective immediately upon passage.

**ENACTED THIS \_\_\_\_\_ DAY OF OCTOBER 2018, BY A VOTE OF \_\_ IN FAVOR AND \_\_\_\_\_ OPPOSED.**

\_\_\_\_\_  
, Mayor

ATTEST:

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

**COMMERCIAL LEASE  
BETWEEN  
CITY OF BETHEL and  
BETHEL FRIENDS OF CANINES**

This LEASE is made on October 10, 2018 by and between the City of Bethel ("Lessor") and Bethel Friends of Canines, an Alaska non-profit corporation ("Lessee") who address is PO Box 2287, Bethel, Alaska 99559.

**ARTICLE 1  
LEASED PREMISES AND TERM**

1.1 Leased Premises. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, an approximately 34 foot wide by 22 foot long parcel of land situated in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as Lagoon, Parcel, Plat 93-32 and better described as a 34'W x 22'L parcel of land situated next to the building utilized by the City of Bethel as the "Pound" together with all rights, easements, privileges, both subterranean and vertical, and appurtenances attaching or belonging to the described land, but subject to the reservation contained in paragraph 1.02 and the Use and Restriction clause contained in paragraph 4.14 hereof (herein called the "Leased Premises").

1.2 Reservation of Minerals. All oil, gas, coal, geothermal resources and minerals whatever nature in or under the above-described land are excluded from the Leased Premises and reserved to Lessor; provided, however, that during the term of this Lease, Lessor shall not have the right to enter on the surface of the Leased Premises for the purpose of mining and/or excavating such oil, gas, coal, geothermal resources or minerals.

1.3 Improvements Owned by Lessee. The following described improvements ("Lessee's Improvements") are to be situated on the Leased Premises and shall remain throughout the term of this Lease the property of the Lessee:

One (1) building including all improvements, appliances and furniture contained in the buildings.

1.4 Lease Term. This Lease shall be and continue in full force and effect for a term of Twenty (20) years commencing on November 1, 2018 and terminating on October 31, 2038 unless earlier terminated in accordance with the terms of this Lease.

Payment for any partial month's occupancy will be prorated, based on a thirty (30) day month. Any holding over after the expiration date of this Lease will be considered a tenancy from month to month on terms specified in this Lease. Each party will provide written notice to the other party of its intent to cancel the month-to-month tenancy at least thirty (30) days before the desired date of cancellation.

**ARTICLE 2**  
**RENT**

- 2.1 Rent. So long as Lessee is (a) utilizing the space to operate a business or program for the benefit of the general public or (2) utilizing the space as an office in the support of its work at the Pound facility and its work in providing a public service (such as animal rescue, adoptions, etc.), the Lessee's rent shall be One (\$1) Dollar per month due on or before the 1st day of each month during the Lease Term.
- 2.2 Should Lessee fail, for a period exceeding thirty (30) or more consecutive calendar days, to meet either of the two (2) conditions set out in section 2.1 above, Lessee shall pay rent in the amount of One Thousand Two Hundred (\$1,200) Dollars per month commencing on the first day of the month after Lessee fails to meet the public necessity/public service exceptions set out in section 2.1 above. Said rent increase shall automatic without the need for Lessor to make demand.

**ARTICLE 3**  
**QUIET ENJOYMENT**

Upon timely payment by Lessee of all rent and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all of its covenants contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through, or under it.

**ARTICLE 4**  
**LESSEE'S COVENANTS**

- 4.1 Repair and Maintenance. Lessee shall, at Lessee's expense and without notice from Lessor, at all times during the Lease Term, keep all improvements now or hereafter built on the Leased Premises, especially those improvements constructed thereon which are exposed to the view of the public (including but not limited to exterior building walls, windows, doors, fences, signs, landscaping, and yard areas) in good order, condition, maintenance, operability, and repair and of a neat, clean and pleasing appearance to Lessor. Lessee shall grant Lessor reasonable right of entry to inspect the condition of the improvements on Lessor's property.
- 4.2 Observance of Laws. Lessee, at all times during the Lease Term, at its own expense, and with all due diligence shall observe and comply with all laws, ordinances, rules and regulations which are now in effect or may later be adopted by any governmental agency, and which may be applicable to the Leased Premises or any improvement on it or any use of it, and shall promptly furnish such evidence of compliance with such laws, ordinances, rules and regulations as Lessor may request from time to time.

In furtherance, and not in limitation, Lessee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee, at its own expense, must clean and restore the Leased Premises to the

satisfaction of the Lessor and any governmental body or court having jurisdiction over the matter. However, Lessee shall not be responsible for the clean-up or restoration of the Leased Premises resulting from any discharge, leakage, spillage, emission or pollution to the Leased Premises from surrounding or adjacent premises unless Lessee's actions caused in whole or in part such discharge, leakage, spillage, emission, or pollution, in which case Lessee shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Lessee.

Lessee agrees to hold harmless Lessor against all liability, cost and expense (including without limitation, any fines, clean-up costs, judgments, litigation costs, and attorneys' fees) incurred by or levied against Lessor as a result of Lessee's breach of this Lease.

4.3 Inspection and Repair by Lessor. Lessee shall repair, maintain and make good all conditions required under the provisions of this Lease to be repaired or maintained within twenty (20) working days from the date of written notice from Lessor with regard to removal of trash or debris, landscape or yard maintenance, snow removal or cleaning, or parking lot lighting replacement and repair, and thirty (30) calendar days from the date of written notice from Lessor with regard to all other matters. If Lessee refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of the Lessor after written demand, then Lessor, without prejudice to any other right or remedy it has under this Lease or otherwise, may perform such maintenance work or make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's property or Lessee's business by reason of the work or repairs. Upon completion of any such repair or maintenance, and no later than ten (10) days after presentation of a bill therefore, Lessee shall pay as additional rent Lessor's actual costs for making such repairs or performing such maintenance. However, Lessee shall not be responsible for the replacement or repair of any street lights that may illuminate the Premises.

4.4 Waste and Wrongful Use. Lessee shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.

4.5 Setback. Lessee shall observe all setback lines applicable to the Leased Premises and shall not construct or maintain any building or other structure between any street boundary of the Leased Premises and any setback along such boundary, except for fences or walls approved by Lessor.

4.6 Liens. Lessee shall not commit or suffer any act or neglect whereby the Leased Premises or the interest of Lessor or Lessee therein at any time during the Lease Term may become subject to any attachment, execution lien, charge, or other encumbrance, and shall defend, indemnify and hold Lessor harmless against all losses, costs, and expenses, including reasonable attorney's fees, paid or incurred by Lessor in connection therewith.

4.7 Indemnification. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims arising from (1) Lessee's use of the Leased Premises, or from the conduct of Lessee's business, or from any activity, work or things done, permitted or suffered by Lessee in or about the Leased Premises; (2) any breach or default in the

performance of any obligation on Lessee's part to be performed under the terms of this Lease; (3) any negligence of Lessee, or any of Lessee's agents, contractors, customers or employees, or any person claiming by, through or under Lessee; and (4) any accident on or in connection with the Leased Premises, or any fire thereon, or any nuisance made or suffered thereon when and to the extent such claim arises from the negligence of Lessee.

Lessee, upon notice from Lessor, shall defend any of the above described claims at Lessee's expense. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises. However, this section does not require Lessee to indemnify, defend and hold harmless Lessor from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's negligence, or the negligence of Lessor's agents, contractors or employees arising from Lessor's activities on the Leased Premises. Lessor shall indemnify, defend, and hold harmless Lessee from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's negligence, or the negligence of Lessor's agents, contractors or employees arising from Lessor's activities on the Leased Premises.

Lessee acknowledges that before entering into this Lease it has fully inspected or been provided with an opportunity to fully inspect the Leased Premises and all documents in the possession of Lessor relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Lessee further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Lessee is as knowledgeable about the physical condition of the Leased Premises as Lessor, and on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Lessee.

4.8 Costs and Expenses of Lessor. Lessee shall forthwith pay to Lessor all costs and expenses, including reasonable attorney's fees, which are (1) paid or incurred by Lessor but are required to be paid by Lessee under any provision of this Lease; (2) paid or incurred by Lessor in enforcing any covenant of Lessee contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, taxes, assessments, or rates; (3) incurred by Lessor in reviewing any matter for which Lessor's approval is sought and in processing such approval under this Lease; or (4) incurred by Lessor in connection with any other action in any respect related to this Lease, the Leased Premises, or Lessee's actions or omissions and the Leased Premises, other than a condemnation action filed by or against Lessee, to and in which Lessor is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Lease shall include but not be limited to all of Lessor's out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided herein, all costs and expenses of Lessor shall be payable by Lessee to Lessor forthwith after mailing or personal delivery of statements therefore to Lessee. Such obligations and interest shall constitute additional rents.

4.9 Surrender of Leased Premises and Improvements. Upon the expiration or termination (including termination resulting from Lessee's breach) of this Lease, Lessee, without further notice, shall deliver to Lessor, possession of the Leased Premises. Lessee's improvements shall remain the property of Lessee. At the expiration or termination of the Lease, or any extended term thereof, Lessee shall remove, demolish, or otherwise dispose of

all Lessee's improvements within one hundred twenty (120) days of expiration or termination, unless Lessor agrees otherwise, in writing, and shall leave Leased Premises in a clean and cleared condition. In the event of failure or refusal of Lessee to surrender possession of the Leased Premises or to remove Lessee's improvements from the Leased Premises in accordance with this paragraph, Lessor shall have the right to re-enter the Leased Premises and remove therefrom Lessee or any other person, firm or corporation claiming by, through or under Lessee, and to declare abandoned and/or remove Lessee's improvements therefrom, and to obtain damages for trespass from Lessee, including but not limited to the actual costs of removal.

4.10 Use and Restrictions. Lessee shall continuously use any improvements on the Leased Premises to either Operate a program for the general public or to support the operations of a program for the general public. Should Lessee's use of the Land change from an actual non-profit public service or direct support thereof, Lessee's rent shall increase on the 1st of the month following the change of use as outlined in Section 2.01 above.

4.11 Utility Services. Lessor shall arrange for its' own utility services and bear all costs for utilities.

4.12 Discrimination Prohibited. Lessee will not discriminate in allowing access to and use of the Leased Premises on the grounds of race, color, religion, national origin, ancestry, marital status, disability, gender, sex, sexual orientation or other legally protected status.

## **ARTICLE 5 INSURANCE**

5.1 Liability Insurance. During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep in full force and effect, a policy or policies of general liability and property damage insurance which satisfies the coverage requirements set by Lessor with respect to the Leased Premises and the business operated by Lessee in which the limit of bodily injury, death, and property damage liability shall be not less than ONE MILLION (\$1,000,000) DOLLARS per occurrence and not less than TWO MILLION (\$2,000,000) DOLLARS in the aggregate, or such higher limits as Lessor may specify; provided, however, that no such limit shall in any way limit Lessee's liability or be construed as a representation of sufficiency to fully protect Lessee or Lessor. The policy or policies purchased pursuant to this paragraph shall name the Lessee as an insured and the Lessor as an additional insured with respect to the Leased Premises and the business operated by Lessee on the Leased Premises. A copy of each policy shall be provided to Lessor within three (3) days of the date this Lease is entered into.

5.2 Policy Provisions: Each policy of comprehensive general liability described above shall:

A. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff; counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for Lessor, for any person claiming by, through or under Lessor.

B. Contain no provision relieving the insurer from liability for loss occurring while the

hazard to the building and other improvements is increased, whether or not within the knowledge of control of; or because of any breach of warranty or condition or any other act or neglect by Lessor, or any person claiming by, through or under Lessor.

- C. Provide that such policy may not be canceled, whether or not requested by Lessee, unless the insurer first gives not less than thirty (30) days prior written notice thereof to Lessor.
- D. Contain a waiver by the insurer of any right to subrogation to any right of Lessor or Lessee against either of them or against any person claiming by either of them.

## **ARTICLE 6 EMINENT DOMAIN**

6.1 Permanent Taking. In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or the determination of the Lessor that all or materially all of the Leased Premises is necessary for a public purpose, this Lease shall terminate on the earlier of vesting of title in, or the taking of possession by the condemner, or the written determination of the Lessor.

If less than materially all of the Leased Premises are taken or if the Lessor determines that it needs less than materially all of the Leased Premises for a public purpose (herein called a "partial taking"), this Lease shall continue in effect except as to the portion so taken or condemned, but the rent to be paid by Lessee shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

6.2 Disposition of Proceeds. Lessor is entitled to all proceeds of condemnation except those proceeds specifically allocated for Lessee's improvements.

6.3 Temporary Taking. If the whole or any part of the Leased Premises or of Lessee's interest under this Lease is taken by any competent authority for its temporary use or occupancy, this Lease shall not terminate by reason thereof and Lessee shall continue to pay all rental payments and other charges payable by Lessee hereunder and to perform all other terms, covenants, and conditions contained herein, except to the extent Lessee is prevented from so doing by the terms of the order of the taking authority. In the event of a temporary taking, Lessee shall be entitled to receive the entire amount of the award and shall be obligated, at its sole expense, to restore the Leased Premises as nearly as may be reasonably possible to the condition in which they existed immediately prior to such taking; provided, however, that if the period of temporary use or occupancy extends beyond the expiration of the Lease Term, the award shall be apportioned between Lessor and Lessee as of said date of expiration, after Lessor shall have received the entire portion of the award attributable to physical damage to the Leased Premises and any improvements thereon and to the restoration thereof to the condition existing immediately prior to the taking or condemnation.

**ARTICLE 7**  
**ASSIGNMENTS AND MORTGAGES**

6.1 Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Leased Premises without Lessor's prior written consent. Lessor's consent shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

6.2

**ARTICLE 8**  
**TERMINATION, DEFAULT AND DEFEASANCE**

8.1 Termination of Management and Operations Agreement. This Lease shall run contemporaneous to a Management and Operations Agreement signed and effective on the same timeframe. Should the Management and Operations Agreement be terminated for any reason whatsoever, this Lease shall automatically terminate as well.

8.2 Event of Default: Each of the following events shall be a default by Lessee and a breach of this Lease:

- A. Failure to Continuously Operate a Facility. Continuously operate shall be defined as open and operating regularly scheduled days and hours with no more than ninety (90) calendar days closure during any calendar year.
- B. Failure to Perform Covenants. Abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee or to perform as required or conditioned by any other covenant or condition of this Lease.
- C. Appointment of Receiver. The appointment of a receiver or trustee to take possession of the Leased Premises or improvements or of the Lessee's interest in the leasehold estate or of Lessee's operation on the Leased Premises for any reason, including but not limited to, assignment of benefit of creditors, but not including receivership pursuant to administration of the estate of any deceased or incompetent Lessee.

8.3 Notice and Right to Cure.

- A. Notices. As a precondition to pursuing any remedy for an alleged default by Lessee, Lessor shall, before pursuing any remedy, give notice of default to Lessee.
- B. Method of Giving Notice: Lessor shall give notice of default by either personal service or by first class mail.
- C. Lessee's Right to Cure Default(s): If the alleged default is nonpayment of rent, Lessee shall have thirty (30) days after the notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently cure the default and shall have thirty (30) days after notice is given to complete the cure.

- D. Non-Waiver: Acceptance by Lessor of any rents shall not be deemed to be a waiver by it of any breach by Lessee of any of its covenants contained in this Lease or of the right of Lessor to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Lessor of any breach by Lessee shall not be deemed to be a waiver of the right of Lessor to declare forfeiture for any other breach or of any other covenant.
- E. Right of Lessor to Protect Against Default: If Lessee fails to observe or perform any of its covenants contained herein, Lessor, at any time thereafter and with seven (7) days notice, or in the case of a situation deemed by Lessor to constitute an emergency, without notice, shall have the right but not the obligation to observe or perform such covenant for the account and at the expense of Lessee, and shall not be liable to Lessee or anyone claiming by, through, or under it for any loss or damage by reason thereof to the occupancy, business, or property of any of them. All costs and expenses paid or incurred by Lessor in observing or performing such covenant shall constitute additional rents, which Lessee shall forthwith pay to Lessor upon statements therefore.
- F. Lessor's Remedies: If any default by Lessee shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity or other provisions of this Lease, to which Lessor may resort cumulatively or in the alternative. The election of one remedy for any one default shall not foreclose an election of any other remedy for another default or for the same default at a later time.
- G. Termination in the Event of Default: Lessor may, at Lessor's election, terminate this Lease in the event of default by giving Lessee notice of termination. On the giving of the notice, all Lessees' rights in the Leased Premises shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Leased Premises and all Improvements not required to be removed, and Lessor may re-enter and take possession of the Leased Premises and all remaining improvements. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or accruing against Lessee, or any other relief available to Lessor.
- H. Recovery of Rent: Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of twelve and a half (12.5%) percent from the due date of each installment.
- I. Damages: Lessor shall also be entitled, at Lessor's election, to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination and the time the Leased premises are relet; (2) the amount, if any, by which the rent under this Lease exceeds the rent under any subsequent Lease upon reletting calculated over the Lease Term; and (3) all administrative, marketing, maintenance, repair, cleaning and similar costs incurred by Lessor.
- J. Application of Sums Collected by Lessor: Lessor shall apply all proceeds of reletting as follows: first, to the payment of reasonable expenses (including attorney's

fees and broker's commissions or both) paid or incurred by or on behalf of Lessor. Second, in recovering possession, placing the Leased Premises and improvements in good condition, and preparing or altering the Leased Premises or improvements for reletting. Third, to the reasonable expenses of securing new lessees. Fourth, to the fulfillment of Lessee's covenants to the end of the Lease term; and finally, to Lessor's uses and purposes.

K. Costs: In the event Lessee shall be in default in the performance of any of its obligations under this Lease, and Lessor takes any action to enforce this Lease, including, but not limited to, court action, Lessee shall pay Lessor all the expenses incurred by Lessor in taking such action including full and reasonable attorney's fees.

## **ARTICLE 9 GENERAL PROVISIONS**

9.1 Lessor's Right to Entry, Inspection and Repair: Lessor may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Lessee or its authorized representative, after giving twenty-four (24) hours advance notice to Lessee of such inspection. To protect the confidentiality of Lessee's clients, Lessor shall take every step possible to not enter without the presence and consent of Lessee except in an emergency or upon agreement by Lessee, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Lessor may enter and inspect the Leased Premises on reasonable notice to Lessee (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Lessee, as may be necessary to avert or terminate the emergency. An emergency is any action, event or condition, either extant or imminent, that threatens significant damage to property or injury to persons on or near the Leased Premises, and includes, but is not limited to, flood, fire, explosion, uncontrolled dangerous discharge or release of water or fluids, or the unauthorized or illegal placement of hazardous or toxic materials on Leased Premises. The provisions of this paragraph apply to Lessor solely in its capacity as Lessor hereunder and not in any other capacity.

9.2 Notices. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by facsimile, email (with a hard copy mailed first class) or mailed and addressed to the respective parties as follows:

**To Lessor:**  
City of Bethel  
Attn: City Manager  
P.O. Box 1388  
Bethel, Alaska 99559

**To Lessee**  
Bethel Friends of Canine  
Attn:  
PO Box 2287  
Bethel AK 99559-2287

with Copy to:

City of Bethel  
Attn: Legal Department  
PO Box 1388

- 9.3 Covenants and Conditions. Every provision in this Lease which imposes an obligation upon Lessee or invests an option, power, or right in Lessor shall be deemed to be a covenant of Lessee in favor of Lessor, and the time of observance and performance by Lessee of each such covenant shall be of the essence. Full and faithful observance and performance by Lessee of each of its covenants contained in this Lease shall be a condition of this Lease.
- 9.4 Integration and Amendments. Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of Lessor and Lessee with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. No amendment or other modification of the provisions of this Lease shall be effective unless incorporated in a written instrument duly executed and acknowledged by Lessor and Lessee.
- 9.5 Survival and Severability: If any provision of this Lease shall be deemed to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, other than at the initiative or with the support of Lessor, within thirty (30) days of receipt of written notice of such holding, Lessor shall have the right and option, exercisable by written notice thereof to Lessee, to terminate this Lease effective as of the date of such written notice of exercise. It is understood and agreed that otherwise this Lease, except for such provision so held to be void or otherwise unenforceable, shall remain in full force and effect.
- 9.6 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. The designations "Lessor" and "Lessee" include their respective successors and assigns and shall be so construed that the use of the singular includes the plural number, and vice versa, and the use of any gender include the other genders. If at any time during the Lease Term Lessee is more than one person or entity, including persons who are partners and operate Lessee as a partnership, their liability thereunder shall be joint and several.
- 9.7 Lessor's Authority to Convey Fee Title. Lessor retains the absolute and unconditional right to convey fee title in the Leased Premises or an interest or estate therein, subject to this Lease and the interest of any Qualified Mortgagee.
- 9.8 Lessee's Authority to Execute Lease. The Lessee represents that the person signing this Lease on its behalf has been duly authorized by Lessee's Board of Directors to sign this Lease on behalf of the Lessee.
- 9.9 Captions: The captions of the paragraphs are for convenience only, are not operative, and neither limit nor amplify in any way the provisions hereof.
- 9.10 Execution and Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 9.11 Governing Law/Construction: This Lease shall be construed and governed by the laws of

the State of Alaska. This Lease was negotiated between the parties and shall not be strictly construed against either party. In the event that a question, dispute, or requirements for interpretation or construction shall arise with respect to this Lease, jurisdiction and venue shall lie exclusively with the Bethel Court in the Fourth Judicial District at Bethel, Alaska.

IN WITNESS WHEREOF. Lessor and Lessee have duly executed and acknowledged this Lease.

**CITY OF BETHEL**

**BETHEL FRIENDS OF CANINE**

\_\_\_\_\_  
By: Peter A. Williams  
City Manager

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CITY OF BETHEL, ALASKA**

**ORDINANCE # 18-12(d)**

**An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2019 Budget**

**Be it Enacted by the Bethel City Council** that the FY2019 Annual Budget be amended as described herein.

**Section 1.** The following sums of money 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 2019 (July 1, 2018 to June 30, 2019).

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

- WHEREAS,** the current fire alarm panel in the Public Works Building is obsolete and incapable of sounding an alarm or initiating strobes and horns;
- WHEREAS,** the State Fire Marshall's Office requires that a fire-watch be maintained until such time as a public facility's fire protection system is fully functioning;
- WHEREAS,** Public Works building employees are currently engaged in a 24-hour fire-watch, in which a designated employee personally inspects the premises every hour and forwards daily reports to the Fire Marshall's Office;
- WHEREAS,** the cost to replace the fire alarm panel and to install strobes and horns is estimated to cost \$75,000;
- WHEREAS,** Prior to the City's log cabin building or former laundromat being moved or demolished, prudence dictates that an asbestos assessment be conducted;
- WHEREAS,** the estimated cost to have a professional company complete an assessment is \$6,200;

**PROPERTY MAINTENANCE**

Budget modification (a)

Account #	Increases	Amount
10-70-690	CAPTIAL EXPENDITUES-Fire alarm panel	75,000
10-70-669	OTHER PURCHASED SERVICES-Asbestos asesment	6,200
	Total Increases	81,200
	<b>Decreases</b>	
10-39900	FUND BALANCE	81,200
	Total Decreases	81,200
<b>TOTAL</b>	<b>Net Change to Property Maintenance Budget</b>	<b>81,200</b>

- WHEREAS,** the City has two steamers that are 30 years olds and one is inoperable and need of replacement.
- WHEREAS,** the City's two steamers are essential for thawing out frozen culverts in the spring time to facilitate drainage, reduce flooding, and minimize the damage to roads and private property due to erosion;
- WHEREAS,** the estimated cost to replace the steamer is \$75,000 each;

**STREETS AND ROADS**

Budget modification (b)

Account #	Increases	Amount
10-66-690	CAPITAL EXPENDITURES - Steamer	75,000
	Total Increases	75,000
	<b>Decreases</b>	

10-39900	FUND BALANCE	75,000
	Total Decreases	75,000
<b>TOTAL</b>	<b>Net Change to Streets and Roads</b>	<b>75,000</b>

**WHEREAS,** the Police Dispatch Center console is out-of-date, not upgradeable, and in need of replacement;

**WHEREAS,** ProComm Alaska will not provide a service contract to the City for the console in its current condition;

**WHEREAS,** the City applied for homeland security grant funding to cover the purchase cost of the console, but was turned down because the review committee felt the City should pay for the new console (i.e., the State should not be expected to replace the console every 7 years);

**WHEREAS,** the estimated cost for a company to purchase and install the entire console is \$480,000 (the cost of the console for two dispatch stations is \$206,000, plus \$150,000 for two system implementation services, plus \$36,000 for essential system support, plus \$80,000 for voice logger, and \$8,000 for contingency;

**POLICE DEPARTMENT**

Budget modification (c)

<b>Account #</b>	<b>Increases</b>	<b>Amount</b>
10-61-690	CAPITAL EXPENDITURES - Dispatch Center Console	480,000
	Total Increases	480,000
	<b>Decreases</b>	
10-39900	FUND BALANCE	480,000
	Total Decreases	(480,000)
<b>TOTAL</b>	<b>Net Change to Police Department</b>	<b>480,000</b>

**WHEREAS,** the City Risk Manager has determined that the City can benefit from first-hand knowledge of how to deter, mitigate, and respond to petroleum spills, confined space entry, and other hazardous events;

**WHEREAS,** City personnel in the Fire, Police, Port, Departments and Utilities Maintenance Division can and should receive the following training courses: Hazardous Materials, Confined Space Entry, and Confined Space Rescue;

**WHEREAS,** the Human Resources Manager will be responsible for scheduling the training and managing the training funds;

**WHEREAS,** the estimated cost for the courses is estimated at \$1,886/day in instructor expenses times 11 days (5 days for hazwopper + 1 day for Confined Space Entry + 5 days for Confined Space Rescue);

**ADMINISTRATION**

Budget modification (d)

<b>Account #</b>	<b>Increases</b>	<b>Amount</b>
10-51-545	TRAINING/TRAVEL	20,746
	Total Increases	20,746
	<b>Decreases</b>	
10-39900	FUND BALANCE	20,746
	Total Decreases	(20,746)
<b>TOTAL</b>	<b>Net Change to Administration</b>	<b>20,746</b>

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

PASSED AND APPROVED THIS 23RD DAY OF OCTOBER 2018 BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.

ATTEST:

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Lori Strickler, City Clerk

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, Mayor

Report Criteria:

- Actual Amounts
- All Accounts
- Summarize Payroll Detail
- Print Period Totals
- Print Grand Totals
- Page and Total by Fund
- All Segments Tested for Total Breaks
- [Report].Account Number = "1039900"

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
FUND BALANCE			07/01/2018 (00/18) Balance	10-39900			13,429,827.95-
			07/31/2018 (07/18) Period Totals and Balance		.00 *	.00 *	13,429,827.95-

Number of Transactions: 0 Number of Accounts: 1

Debit	Credit	Proof
.00	.00	.00

Total GENERAL FUND:

Number of Transactions: 0 Number of Accounts: 1  
 Grand Totals:

Debit	Credit	Proof
.00	.00	.00

## City of Bethel Action Memorandum

Action memorandum No.	18-64		
Date action introduced:	September 25, 2018	Introduced by:	Council Member Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION: Approving Administration to negotiate and enter into a contract for an Agenda Management and Packet Solutions with Proposer A.

Attachment(s): Draft Contract

<b>Amount of fiscal impact</b>		<b>Account information:</b>
\$3,848	Funds are budgeted.	10-52-669

The City Clerks' Office is responsible for compiling, generating, distributing and archiving agendas, packets, and meeting minutes for the City Council. After the funding in the FY 2019 budget for computers (\$21,000) and electronic packet/agenda management (\$5,00) the Office began researching options necessary in making the process for the City Clerk's office more streamline while also making the accessibility of documents, current and historic, easier for Council and the public.

Following the evaluation of the need, a Request for Proposal was released with the following criteria for the proposed solution:

MUST HAVE	
1.	Compatibility with multiple devices, including but not limited to, PCs, Mac products, virtual desktops, iPads, tablets, laptops and smartphones.
2.	Ability for Admin user to manage meetings types, agenda due dates, workflows, user rights, meeting agenda design and templates.
3.	Ability to add document/materials to the agendas and to create a meeting packet that can be customized and amended after the meeting. This includes group rights to confidential packet material.
4.	Document integration in various formats, including, but not limited to, Microsoft Access, Excel, Word, PDF and JPEG.
5.	Spellcheck and grammar check.
6.	Word searchable agenda and packet.
7.	Ability for the Administrator to work on multiple meetings at one time.
8.	Ability to archive meeting packets as PDF.
9.	Ability to add annotations to the meeting packets.
10.	Ongoing maintenance and operational support.
11.	Vendor-provided start up distance training to administrator and end-users.
12.	Minimal downtime with pre-notification of upgrades; system updates must be scheduled in advance.
13.	Easy to understand user guides for both administrators and end users.

## City of Bethel Action Memorandum

Action memorandum No.	18-64		
Date action introduced:	September 25, 2018	Introduced by:	Council Member Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

NICE TO HAVE	
1.	Meeting minutes component that can automate or simplify the minutes' preparation process.
2.	Ability to retain notes made by users; ability to purge notes by administrators.
3.	One document packet printing with optional page numbering.
4.	Ability to email agenda/packet by link or Adobe.
5.	Integration with Google email/calendar for meeting request management.
6.	Ability to notify participants of upcoming meetings by email and/or calendar invite.
7.	Unlimited agenda and packet size, unlimited attachment size, unrestricted file types and file compression.
8.	Ease of drag, drop, copy, move items based on user rights.
9.	Attendance Tracking.
10.	Touch ID Ability for Tablets

Upon review of the six proposals received, one was determined none responsive leaving five for full review and scoring. The review team was made up of the IT Director, City Clerk, City Clerk's Assistant and Council Member Williams to ensure every element and aspect of the solution would be carefully considered. After individual evaluations then a collaborative evaluation with the group, the following scores were applied:

Proposer A	84.25
Proposer B	65.5
Proposer C	51.25
Proposer D	68.5
Proposer E	37

Proposer A, with the proposed cost of \$3,848 for the first three years and \$3,573 for the fourth year and beyond the contractor falls well within the Council's \$5,000 budget. This pricing include the Agenda Management System, Upgrades hosting, maintenance and support, up to seven committee/commissions, Agenda Management, Meeting Minutes, Public Portal, Board Portal.

Following the approval of this AM, the City Clerk's Office will initiate the purchase of the seven surface pros presented to the Council during the budget review and present to the Council a policy for the City's issuance of electronic devices at the next meeting.

**Contact Information**

**Organization**

**URL**

City of Bethel

www.cityofbethel.org

**Street Address** PO Box 1388

**Address 2**

**City** Bethel

**State** AK

**Postal Code** 99559-1388

provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring has current updates.

**Emergency Contact & Mobile Phone** Lori Strickler, (907) 543-1384 [O],

**Emergency Contact & Mobile Phone** Kevin Morgan (907) 543-2047, ext 205

**Emergency Contact & Mobile Phone** Bo Foley (907) 543-1372/

**Billing Contact** Lori Strickler

**E-Mail** lstrickler@cityofbethel.org

**Phone** (907) 543-1384

**Ext.**

**Fax** (907) 543-2936

**Billing Address** PO Box 1388

**Address 2**

**City** Bethel

**ST** AK

**Postal Code** 99559-1388

**Tax ID #** 92-6001644

**Sales Tax Exempt #** BMC 4.16.160G

**Billing Terms** Annual

**Account Rep**

**Info Required on Invoice (PO or Job #)**

**Contract Contact** Patty Burley

**Email** pburley@cityofbethel.org

**Phone** (907) 543-1385

**Ext.**

**Fax** (907) 543-2936

**Project Contact** Lori Strickler

**Email** lstrickler@cityofbethel.org

**Phone** (907) 543-1384

**Ext.**

**Fax**



**Exhibit A.1 – Statement of Work #1**

All Quotes are in US Dollars and Valid for 30 Days from September 19, 2018

**Project Development and Deployment**

- Implementation and configuration of [REDACTED] system, including:
  - Upgrades, hosting, maintenance and support
  - Up to 7 boards
  - Agenda management
  - Meeting minutes \$5,065
  - Public portal
  - Board portal
  - Up to 4 hours of Virtual training for up to 6 Client staff members
  - 1 hour Virtual consulting
  - First Year Annual Services

**Total Fees Year 1 \$5,065**

**Annual Services (Continuing [REDACTED] Enhancements, Maintenance, Support and Hosting)** \$3,240  
*Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond*

**Total Annual Services \$3,240**

At the request of Client, [REDACTED] agrees to redistribute their standardized pricing as follows:

[REDACTED] Advantage Annual Investment Payments	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
	<b>\$3,849</b>	<b>\$3,848</b>	<b>\$3,848</b>
Client may terminate contract at the end of 36 months or terminate pursuant to Section 2 of the Agreement			

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and [REDACTED], to which this SOW #1 is hereby attached.
2. This SOW #1 shall remain in effect for an initial term of three years (36 months) ("the SOW #1 Initial Term") from signing.
3. Invoicing shall begin upon the date of signing of this SOW #1 as detailed in [REDACTED] Advantage Annual Investment Payments. Subsequent Annual Investment Payments shall be invoiced on the dates of signature of their respective calendar years.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.
5. [REDACTED] will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to Client's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week.
6. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted to [REDACTED]. Client shall not provide to [REDACTED] or allow to be provided to [REDACTED] any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.



Exhibit A.1 for **Bethel, AK**

- 7. The service(s) are provided on an "as is" basis, and Client's use of the service(s) is at its own risk.  does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.
- 8. The Client will be invoiced electronically through email. Upon request  will mail invoices and the Client will be charged a \$5.00 convenience fee.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

**Client**



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

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

Name: Peter A. Williams

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

Title: City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Addendum 1 to Exhibit A.1 - Project Development Division of Work

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### Phase 1 – Introduction and Initial Configuration

#### CLIENT RESPONSIBILITY

- Complete the implementation questionnaire
- Provide Word versions of your agendas and item reports

#### RESPONSIBILITY

- Create a production site request and assign a PL request in JIRA
- Reach out to Client to explain the Implementation plan
- Schedule and conduct a kick-off call with Client, if requested
- Once supplied Word versions of the agendas and item reports, configure the templates in the system
- Input questionnaire data

---

### Phase 2 – Initial Review

#### CLIENT RESPONSIBILITY

- Be prepared to schedule a call for system review
- Provide feedback on any needed changes

#### RESPONSIBILITY

- Schedule and conduct a first look call with Client.
- Provide any template changes needed to [REDACTED].

---

### Phase 3 – Final Configuration and Review

#### CLIENT RESPONSIBILITY

- Provide a list of users
- Provide any additional feedback and changes

#### RESPONSIBILITY

- Enter user list with appropriate security settings
- Make necessary changes to templates and configuration

---

### Phase 4 – Training

#### CLIENT RESPONSIBILITY

- Schedule a presentation for administrator training
- Schedule a presentation for end user training

#### RESPONSIBILITY

- Schedule and conduct administrator and end user trainings

---

### Phase 5 (As Needed) – Additional Services

#### CLIENT RESPONSIBILITY

- Provide Word versions of your most recent minutes
- Provide a list of your Board/Council members
- Schedule a 30 minute call for minutes training
- Schedule a 30 minute call for BoardView training

#### RESPONSIBILITY

- Once supplied Word versions of the minutes, configure the templates in the system
- Schedule and conduct minutes training
- Schedule and conduct BoardView training

## Master Services Agreement

THIS Master Services Agreement (“Agreement”) is agreed to by and between [REDACTED] and the City of Bethel, Alaska, a municipal corporation (“Client”) (referred to individually as “Party” and jointly as “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

### RECITALS

- I. WHEREAS, [REDACTED] is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;
- II. WHEREAS, Client wishes to engage in a relationship with [REDACTED] for such services and/or license for the development and use of proprietary software developed and owned by [REDACTED]
- III. WHEREAS, Client and [REDACTED] have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and [REDACTED] agree as follows:

### Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work (“SOW”) between [REDACTED] and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the [REDACTED] Property (as defined herein) associated with the terminated SOW.
3. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by [REDACTED], any outstanding invoices or future planned billing for the development of Client’s chosen government management platform and/or services, as defined in the SOW (“Project Development”), shall immediately become due in full.

### TERMINATION FOR NON-AVAILABILITY OF GOVERNMENT FUNDS.

4. If the City Council fails to appropriate sufficient funds or fails to authorize the expenditure of sufficient funds to continue service under this Agreement, Client may submit a written notice to [REDACTED] terminating this Agreement. Such notice shall be in writing and shall be not less than thirty (30) calendar days prior to the date of termination. The notice shall include a written statement documenting the reason for termination and an official document certifying the non-availability of funds (e.g., City Council action, official budget, or other official government document). Client shall be liable to [REDACTED] for all charges and costs incurred for products and/or for services prior to the effective date of termination.

### Statements of Work

5. [REDACTED] agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

### Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW’s contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client’s legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request [REDACTED] will mail invoices, and the Client will be charged a \$5.00 convenience fee.
7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance

## Master Services Agreement for Bethel, AK

charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes [REDACTED] to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse [REDACTED] for those fees. Not to exceed \$1,000 per [REDACTED] resource per trip. [REDACTED] shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

### Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by [REDACTED] on behalf of Client pursuant to this Agreement ("Customer Content").
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not [REDACTED], shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
12. Client agrees that [REDACTED] shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.
13. Client will make a reasonable attempt to work with [REDACTED], if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide [REDACTED] with contact information for local and regional media outlets. [REDACTED] may use the press release in any marketing materials as desired throughout the term of this Agreement.

### Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by [REDACTED] prior to the execution of this Agreement ("Property") will remain the property of [REDACTED]. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any [REDACTED] Property in any way; (ii) modify or make derivative works based upon any [REDACTED] Property; (iii) create Internet "links" to the [REDACTED] Property software or "frame" or "mirror" any [REDACTED] Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any [REDACTED] Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any [REDACTED] Property, or (c) copy any ideas, features, functions or graphics of any [REDACTED] Property. The [REDACTED] name, the [REDACTED] logo, and the product and module names associated with any [REDACTED] Property are trademarks of [REDACTED], and no right or license is granted to use them.
15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, [REDACTED] hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the [REDACTED] Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

### Indemnification

16. To the extent permitted by the law of Client's state, Client and [REDACTED] shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

### Client Responsibilities

17. [REDACTED] will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. [REDACTED] will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on

## Master Services Agreement for Bethel, AK

any website or online service provided by [REDACTED]. Client further agrees that [REDACTED] has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any [REDACTED] Property or under Client's account. [REDACTED] will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any [REDACTED] Property and shall promptly notify [REDACTED] of any unauthorized access or use of any [REDACTED] Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or [REDACTED] Property.

### Limitation of Liability

22. [REDACTED]' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.
23. In no event will [REDACTED] be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, [REDACTED]' liability will be limited to the maximum extent permissible.

### Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### Taxes

26. It is [REDACTED]' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide [REDACTED] proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and [REDACTED] has the right to collect payment from the Client for past due taxes.

### Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Exhibit A - Statement(s) of Work;
- b. Service Agreement Sales Forms;
- c. Service Agreements previously executed between the Parties; and
- d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

### Interlocal Purchasing Consent

30. With the prior approval of [REDACTED], which may be withheld for any or no reason within [REDACTED]' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW

Master Services Agreement for **Bethel, AK**

prices and specifications in accordance with the terms stated herein.

**Miscellaneous Provisions**

- 31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.
- 33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- 34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

**Client**

[Redacted]

By:

By:

Name: Peter A. Williams

Name:

Title: City Manager

Title:

Date:

Date:

**Sign and E-mail the entire contract with exhibits to:**

[Redacted]

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

**[Redacted] does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

[Redacted]  
[Redacted] [Redacted]  
[Redacted]

Upon receipt of signed original, we will counter-sign and return the copy for your files.

## City of Bethel Action Memorandum

Action memorandum No.	18-65		
Date action introduced:	October 9, 2018	Introduced by:	Council Member Springer
Date action taken:		Approved	Denied
Confirmed by:			

Declaring seats on the Public Safety and Transportation Commission vacant per Bethel Municipal Code 02.52.070.

<b>Amount of fiscal impact:</b>	None
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The Bethel Municipal Code requires a Commission declare seats vacant when a resignation has been submitted then accepted by the Commission and when a member has had more than three unexcused absences at regular meetings in a calendar year. The City Clerk's Office cannot provide public notice of a vacancy until the seat has been declared vacant.

The Public Safety and Transportation Commission has seven members and one alternate member currently appointed however, three members have resigned and one has exceeded the number of unexcused absences for the year. The Commission has been unable to establish a quorum to hold a meeting since April of 2018 therefore the Commission has been unable to declare the seats vacant.

Since the Commission is unable to establish a quorum to declare the seats vacant, the Council is asked to declare the seats vacant so that the vacancies can be noticed to the public by the City Clerk's Office and appointments be made to establish a quorum of the body.

Commission Member A submitted their letter of resignation to the City Clerk's Office on August 1, Commission Member B, submitted their letter of resignation to the Recorder of the Commission on August 28<sup>th</sup> and Commission Member C submitted their resignation to the Clerk's Office on May 2. Commission Member D, has had five unexcused absences for regular meetings since January of 2018.

Member D has been provided notice of this meeting and opportunity to address the City Council at this public meeting if they wish per BMC 2.52.070.

## City of Bethel Action Memorandum

Action memorandum No.	18-66		
Date action introduced:	October 9, 2018	Introduced by:	Councilman Albertson
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

**Action Title:** Authorizing the City Manager to negotiate and execute a Memorandum of Agreement and Data Use Agreement with the Yukon Kuskokwim Health Corporation (YKHC) which will result in an enhanced training program for the City's fire and rescue personnel.

**Attachment(s):** Draft Memorandum of Agreement; Draft Data Use Agreement

Department/Individual:	Initials:	Remarks:
Pete Williams, City Manager	PW	
Patty Burley, City Attorney	<i>PB</i>	Complies with BMC; no legal concerns
Bill Howell/Daron Solesbee, Fire Department		

Amount of fiscal impact:		Account information:
xx	No fiscal impact at this time.	
	Funds in City Budget.	
	Funds not in City Budget.	

### Summary Statement:

The proposed Memorandum of Agreement between the City of Bethel and YKHC will allow members of the COB Fire Department the opportunity to gain clinical experience by shadowing trained professionals in the medical field. This will greatly enhance the skills and education of the City's Fire Department members resulting in better care for the people who they service. There is no cost associated with this Memorandum of Agreement.

**MEMORANDUM OF AGREEMENT**  
*Between*  
**CITY OF BETHEL**  
*and*  
**YUKON KUSKOKWIM HEALTH CORPORATION**

This agreement, is made by and between the Yukon Kuskokwim Health Corporation (“YKHC”) and the City of Bethel (COB).

WHEREAS, YKHC is a tribal consortium of 58 federally recognized tribes that compacts with the federal government pursuant to the Indian Self-Determination and Education Assistance Act, 25 U.S.C. 450, *et seq.*, to provide health care and related services to Alaska Natives, and

WHEREAS, YKHC’s mission is to achieve the greatest possible improvements in the health status of the people of the Yukon-Kuskokwim Delta Region, and YKHC is fully committed to the development of culturally relevant programs for the primary care, prevention, and health promotion in a setting that fosters Alaska Native Self-Determination, the control and management of health care delivery, and

WHEREAS, the City of Bethel is a municipal corporation organized under the State of Alaska, pursuant to Title 29 of Alaska Statute, and

WHEREAS, the Bethel Fire Department is a department of the City of Bethel and provides emergency medical services to the residents and visitors of the City of Bethel, and such services are beneficial to achieving the mission of YKHC, and

WHEREAS, Emergency Medical Technicians employed at the City of Bethel Fire Department require training and observation of patient care duties in accordance with their scope of practice under State law.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein, the parties agree as follows:

**1. Purpose Scope.**

This Memorandum of Agreement (“MOA”) is made between YKHC and the COB for Clinical Experience in the following clinical areas:

- a. Emergency Transport;
- b. 911 response;
- c. OB, ER, Lab and Respiratory departments; and
- d. Transports with LifeMed.

YKHC will allow members of the COB Fire Department (hereinafter COB-FD) the opportunity to gain clinical experience by shadowing its employees, thereby meeting COB-FD’s members

professional and educational needs. A more thorough description of the clinical experience opportunities for COB-FD staff is outlined in Addendum 1 attached hereto and incorporated by reference.

**2. Scope**

- a. YKHC and COB-FD will coordinate efforts to plan and outline programs for training COB-FD members in the areas listed above.
- b. YKHC and COB-FD will schedule the training in advance.
- c. COB-FD members who participate in the training will gain clinical experience by observing, shadowing, and spending time with YKHC employees in the various departments listed above.
- d. All COB-FD members participating in this program will comply with the YKHC Code of Conduct, policies and procedures, including, but not limited to, required background checks, clinical safety, drug and alcohol abuse policy, OSHA blood borne pathogens and infectious disease standard training and tuberculosis prevention prior to beginning their clinical rotation. Copies of all relevant policies will be provided to COB-FD by YKHC upon the signing of this Agreement. Updates to YKHC's policies and procedures will be communicated, in writing, as soon as practicable.
- e. YKHC will require all participating members of the COB-FD to adhere to the YKHC dress code standards and ensure that their attire clearly identifies them as City of Bethel Fire Department members.
- f. All participating members of the COB-FD will be required to know the YKHC facility fire and emergency response plans. A copy of these plans will be provided to COB-FD by YKHC upon the signing of this Agreement.
- g. All participating COB-FD members will be authorized to operate within their scope of practice as stated in Addendums 1 of this document.

**3. Term.** The term of this Agreement shall be from October 15, 2018 to December 31, 2022, unless otherwise terminated as provided for in this Agreement.

**4. Termination.** Either party may terminate this Agreement for convenience by providing the other party with written notice at least thirty (30) calendar days prior to the date of termination.

**5. Indemnity.** To the fullest extent permitted by law, COB agrees to defend, indemnify, and hold harmless YKHC for any and all claims, losses, lawsuits, and liabilities, including but not limited to attorney's fees, arising from the negligence or intentional misconduct of COB or its

agents, representatives, employees, or principals. COB's obligations under this paragraph are effective only to the extent that COB is legally bound to maintain such obligations.

- 6. Insurance.** The benefit of the Federal Tort Claims Act may be used to meet any and all liability requirements of this Agreement in lieu of a commercially purchased policy; however, the COB-FD will be required to provide the following insurance policies and provide certificates indicating same:

  - a. Professional General Liability Insurance with a minimum policy limit of \$1,000,000 (one million U.S. Dollars) per occurrence and \$3,000,000 (three million U.S. dollars) aggregate.
  - b. General Liability Insurance with a minimum policy limit of \$1,000,000 (one million U.S. dollars) aggregate, with YKHC included as additional insured;
  - c. Worker's Compensation meeting the minimum requirements of the State of Alaska and a waiver of subrogation;
  - d. Automobile insurance, if applicable to position, with limits of no less than \$1,000,000 (one million U.S. dollars) per accident.
  - e. Both parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising of or in connection with this Agreement which could result in a liability or claim of liability to the other party.
- 7. Federal Tort Claims Act.** Nothing in this Agreement will be construed to limit or in any way prejudice YKHC's claim to protection from suit based on the Federal Tort Claims Act as it may apply to YKHC by 25 U.S.C. §1621f(d), 25 U.S.C. 1680c (d), or P.L. 101-513 & 314, as amended by P.L. 103-138 & 308. YKHC similarly reserves to itself to any other protection, including protection from suit based on common law immunities. Similarly, the COB reserves any protection from suit available to the City, including immunity.
- 8. Discrimination.** Each party shall comply with all applicable laws and regulations relating to discrimination, which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. This compliance also includes non-discrimination based on classifications such as race, color, religion, sex, sexual and/or gender orientation, national origin, age and disability.
- 9. Confidentiality.** The COB, its employees and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to, name, address, medical treatment or condition, financial status or any other personal information which is deemed confidential according to applicable state and federal laws, regulations and standards of professional ethics ("confidential information"). A COB-FD employees will comply with all applicable HIPAA laws and, if provided, COB shall sign a Business Associates Agreement.

**10. Disputes.**

- (1) **Joint Tele-Conference.** Should an issue arise, the party believing itself to be aggrieved shall provide written notice to the other party within ten (10) calendar days of the alleged grievance. Upon receipt of the grievance, the parties will schedule a teleconference to attempt to resolve the issue. The teleconference shall occur within fourteen (14) calendar days of the grievance being reported.
- (2) **Face-to-Face Meeting.** If the parties are unable to resolve the matter during the teleconference, they shall schedule a face-to-face meeting. Said meeting shall be attended by those persons from COB and YKHC empowered to resolve the matter. The meeting shall occur within thirty (30) calendar days from the date the notice of grievance was presented, unless otherwise extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.
- (3) **Third Party Mediation.** Should the face-to-face meeting fail to resolve the matter, the parties agree to submit the matter to mediation in Anchorage. The matter will be referred to a professional mediation service who shall submit a list of five (5) qualified mediators. The party filing the grievance shall have the right to strike one name, and then the other party shall have the right to strike one name, and so forth until one remains to mediate the dispute.
- (4) **Legal Action.** Nothing in this section shall affect either party's right to pursue legal action in a court of competent jurisdiction in order to resolve a dispute arising under this Agreement. The parties agree that neither the discussions or any recommendations in the formal joint conference, nor the discussions and results of the third party mediation shall be admissible in any legal proceedings and that those proceedings shall be de novo proceedings on the matter in dispute.

**11. Notice.** All notices required by this Agreement shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by certified mail, return receipt requested, shall be sufficient evidence of service.

YKHC  
Attn: General Counsel  
PO Box 528  
Bethel AK 99559

City of Bethel  
Attn: City Manager  
PO Box 1388  
Bethel AK 99559-1388

**12. Amendment.** This Agreement may only be modified or amended by a subsequent written Agreement signed by both parties.

**13. Severability.** Both parties agree that if any provisions of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, that provision shall be ineffective to that extent only, without in any way affecting the remaining parts or provisions of this Agreement.

**14. Survival.** The parties' obligations contained in paragraphs 5 and 8 shall survive termination of this Agreement.

**15. Non-Assignment.** Neither party shall assign, sell or transfer, in whole or in part, any of their rights or obligations under this Agreement without the express written consent of the other party. Any unauthorized assignment of this Agreement shall immediately terminate this Agreement.

**16. No Third Party Beneficiary.** None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed to confer, any benefits to any person not a party to this Agreement.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any and all prior oral or written agreements, commitments or understandings.

**18. Duly Authorized Representative.** As used in this Agreement, a party means the party's duly authorized representative.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

CITY OF BETHEL

YUKON-KUSKOKWIM HEALTH CORPORATION

\_\_\_\_\_  
Peter A. Williams  
City Manager

\_\_\_\_\_  
Dan Winkelman  
President and CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Addendum 1

Patient care duties which YKHC agrees to train and allow COB-FD members to provide in accordance with their scope of practice under State law and YKHC policies and procedures are as follows:

### **I. EMT-1**

Academic Level: State of Alaska Certification: EMT 1

Experience Level: Basic

Clinical Rotations should encompass the following:

- Vital Signs
- Collecting data and/or assessments
- Spinal Immobilization
- Traction Splinting
- Oxygen Administration
- Sling and swathe application
- Obstetrics (basic);
- Dressing application;
- Assist with the transportation of patients;
- Wound care and irrigation;
- Application of restraints in accordance with State and YKHC policy;
- Bag Valve mask application;
- Insertion of airway adjuncts (NPA/OPA);
- Oral suctioning;
- BLS-CPR;
- Blood glucose monitoring;
- Assist with administration of Epi-pen, aspirin, nitroglycerin (sublingual) and activated charcoal with Dr./RN/PA supervision
- AED use

### **II. EMT-2**

Academic Level: State of Alaska Certification: EMT 2

Experience Level: Intermediate

In addition to all EMT-1 level patient services, clinical Rotations should also encompass the following:

- Obstetrics (intermediate);
- Application of NIBP and SAO2 monitoring
- Insertion of airway adjuncts (NPA/OPA, ET);
- Ride-along with LifeMed

- IV insertions
- Hang initial and additional NS or LR
- Phlebotomy
- Insertion of Intra-Osseous (IO) access
- CPAP (after training)

Give medication (only with Dr., RN and/or PA supervision)

### III. **EMT-3**

Academic Level: State of Alaska Certification: EMT 3

Experience Level: S

In addition to all EMT-1 & EMT-2 level patient services, clinical Rotations should also encompass the following:

- Cardioversion
- AED and Manual Defibrillation

### IV. **Paramedic**

Academic Level: State of Alaska Certification: Paramedic

- In addition to all EMT-1, EMT-2 and EMT-3 level patient services, clinical Rotations should also encompass the following, as allowed under 12 AAC 40.370 Electrocardiographic monitoring and defibrillation;
- Initiating and maintaining intravenous routes using approved intravenous techniques and solutions;
- Performing endotracheal intubation and pulmonary ventilation by approved methods;
- Performing gastric suction by intubation;
- Obtaining blood for laboratory analysis;
- Administering parenterally, orally, or topically any approved agents or solutions;
- Use of pneumatic anti-shock devices; and
- Performing other emergency procedures authorized by a sponsoring physician.

## City of Bethel Action Memorandum

Action memorandum No.	18-67		
Date action introduced:	October 9, 2018	Introduced by:	City Manager Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

**Action Title:** Authorizing the City Manager to negotiate and execute a Purchase Agreement with the lowest bidder for Crushed Gravel.

**Attachment(s):** Draft Purchase Agreement

Department/Individual:	Initials:	Remarks:
Pete Williams, City Manager	PW	approve
Patty Burley, City Attorney	<i>PB</i>	Complies with BMC; no legal concerns
Bill Arnold, Public Works Director	BA	Approve
Bo Foley, Purchasing Agent	BF	Approve

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
10-66-771, 52-50-775 52-55-775	Funds in City Budget.	~ \$430,000
	Funds not in City Budget.	

### Summary Statement:

On August 30, 2018, the City of Bethel issued a Request for Bids for C-1 and D-1 gravel. During the RFB, 3 addenda were issued. The RFB closed on September 26, 2018 with 2 responses.

Responses received:

<u>Responder</u>	<u>C-1</u>	<u>D-1/E-1</u>	<u>Total/Ton</u>
Knik Construction	\$55	\$68	\$123
Faulkner Walsh	\$78	\$78	\$156

As the lowest bidder, the City of Bethel chose Knik Construction.

## Purchase Agreement

This Purchase Agreement (this “Agreement”) is entered into this 11<sup>th</sup> day of October 2018 by and between the City of Bethel, a municipal corporation (hereinafter “Buyer or “City”) and Knik Construction Company, Inc. (hereinafter “Seller”). Buyer and Seller may be referred to in this Agreement individually as a “Party” and/or collectively as the “Parties.”

The Parties agree as follows:

1. **Sale of D-1 and C-1 Gravel.** Seller agrees to sell and City agrees to purchase a minimum of 6,900 tons of D-1 Gravel annually and 300 tons of C-1 gravel annually throughout the term of this Agreement pursuant to the provisions and specifications identified in the City’s Request for Bid for Crushed Gravel dated August 30, 2018, as well as Addendum #1, dated September 9, 2018, Addendum #2, dated September 17, 2018, and Addendum #3, dated September 18, 2018 and Seller’s bid proposal submitted September 26, 2018 all of which are attached hereto and incorporated as part of this Agreement.

All gravel provided by Seller shall adhere to the following minimum specifications:

<b>GRAVEL SPECIFICATIONS</b>		
Percent Passing by Weight		
Aggregate shall be crushed stone or crushed gravel, and shall consist of sound, tough, durable pebbles or rock fragments of uniform quality. All material shall be free from clay balls, vegetable matter or other deleterious matter. Fractured stone shall have a minimum of two (2) or more fractured faces and a maximum of one (1) rounded face. The percentage of wear of the aggregate shall be a maximum of 50 as measured by AASHTO Test No. T96. Degradation Value shall be a minimum of 45 as determined by Alaska Test Method T-13. Percent Fracture shall be a minimum of 90 when tested in accordance with Alaska Test Method T-4. Gradations shall conform to the following requirements as determined by Alaska Test Method T-7:		
Sieve Designation	C-1	D-1
2”	100	-----
1-1/2”	95-100	-----
1”	-----	100
¾”	55-75	70-100
3/8”	-----	50-80
No. 4	35-50	35-65
No. 8	-----	20-50
No. 10	14-30	-----
No. 40	3-18	8-30
No. 200	0-8	0-6

\*\* City reserves the right to reject and/or revoke acceptance of any gravel that does not meet the specifications provided for in this Agreement.

**2. Purchase Price.** Buyer will pay Seller as follows:

C-1 Gravel (or 3" minus subbase) = Fifty Five (\$55) Dollars per ton

D-1 or E-1 Crushed Gravel = Sixty-Eight (\$68) Dollars per ton

**3. Method of Payment.** Seller shall submit an itemized invoice to City no less than monthly and no more frequently than daily. Each invoice shall have attached copies of the scale tickets showing the amount of Gravel removed per truck, date of removal, and information showing the truck belonged to the City of Bethel. Payment will be processed promptly by City upon receipt of invoice and in no event will payment be issued more than thirty (30) calendar days from receipt of invoice.

All invoices must be submitted and addressed as follows:

Public Works Director

City of Bethel Public Works

PO Box 1388

Bethel, AK 99559-1388

Except as provided in this Purchase Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to Seller in connection with performance of this Agreement. The parties understand and agree that, except as otherwise provided in this Agreement, all costs, whether indirect or direct, incurred by Seller have been built into the Purchase Price.

**4. Process for Transferring Gravel.** Seller shall manufacture and stockpile gravel in Seller's yard. The gravel shall be available for inspection by City at the yard. Within forty-eight (48) hours of a request by the City for inspection and pick-up, Seller shall make gravel available to City for inspection. Upon approval of the gravel, Seller shall load the gravel into City trucks. Gravel will be weighed by Seller in Seller's yard before it is accepted by Buyer. Acceptance of the gravel occurs after (a) City has inspected it; and (b) Seller has loaded it; and (c) City has removed it from Seller's yard.

**5. Taxes.** Seller shall be responsible for payment of all federal, state and local taxes incurred as a result of this Purchase-Sale Agreement.

**6. Indemnification.** Seller is solely responsible for all loss, damage or liability arising from procurement of the gravel prior to sale. Seller is responsible for the quality of the gravel. Except for the sole negligence of the City and except for liability for loss or damage to the gravel itself which City will assume upon transfer of the gravel to its possession, to the fullest extent permitted by law, the Seller shall defend, indemnify and hold harmless City from any and all claims demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with contract services or supplies provided by, or performed under this

Agreement by the Seller, its agents, sub-contractors, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Notwithstanding the foregoing, Seller shall not be liable for any indirect, consequential, or special damages of any type or nature howsoever arising, and whether or not foreseeable.

Entitlement to recovery of costs, attorney fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by City.

- 7. Seller's Representations.** Seller represents and warrants that he/she has good and marketable title to the Gravel and full authority to sell the Gravel. Seller also represents that the Gravel is sold free and clear of all liens, indebtedness, or liabilities. Seller further represents that all Gravel sold meets or exceeds the minimum specifications set out in Section 1 above.
- 8. Termination for Convenience.** In addition to terminations for cause as provided for in this Agreement, City or Buyer may unilaterally terminate this Agreement at any time without cause by providing sixty (60) calendar days written notice. In that event, all pending invoices be processed and final payments rendered. Termination of this Agreement, either with or without cause, shall not form the basis for loss of anticipated profits by either party.
- 9. Termination for Non-Availability of Government Funds.** If the City Council fails to appropriate sufficient funds or to authorize the expenditure of sufficient funds to continue service under this Agreement, City may submit a written notice to Seller terminating this Agreement. Such notice shall be in writing and shall be not less than thirty (30) calendar days prior to the date of termination. The notice shall include a written statement documenting the reason for termination and an official document certifying the non-availability of funds (e.g., city council action; official budget or other official government document). City shall be liable to Seller for all charges and costs incurred for products and/or services prior to the effective date of the termination.
- 10. Termination for Cause.** If, through any cause, Seller shall fail to fulfill in a timely and proper manner the obligations under this Agreement, then City shall thereafter have the right to immediately terminate this Agreement by giving written notice to Seller and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this Agreement shall, at the option of the City, become its property, and Seller shall be entitled to receive just and equitable compensation for any satisfactory materials provided. In such event, Seller shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payment due Seller for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. **Notwithstanding the foregoing, Seller shall be entitled to not**

**less than fifteen (15) calendar days written notice to cure any reasonably curable condition alleged to constitute a default by City before a breach of this Agreement shall be declared by City as a result thereof.**

In case of default by Seller, the City may procure the gravel from other sources and hold Seller responsible for any excess cost occasioned thereby. In addition, in the event of default by Seller under this Agreement, or upon the Seller filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Seller, the City may immediately cease doing business with Seller, immediately terminate for cause all existing contracts the City has with Seller, and de-bar Seller from doing future business with the City.

**11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

**12. Modification.** The Parties may mutually agree to modify the terms of this Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

**13. Disputes.** In an effort to resolve any conflicts that arise between the Parties under this Agreement, the Buyer and Seller agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to nonbinding mediation.

**14. Severability.** If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

**15. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Buyer and Seller and their respective successors and assigns.

**16. Headings.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

**17. Entire Agreement.** This Agreement shall be the exclusive agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement.

**18. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

**19. Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

KNIK CONSTRUCTION CO., INC.

CITY OF BETHEL [BUYER]

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By: Parry Rekers  
Vice President

---

By: Peter A. Williams  
City Manager

## City of Bethel Action Memorandum

Action memorandum No.	18-68		
Date action introduced:	October 9, 2018	Introduced by:	Council Member Albertson
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

**Action Title:** Authorizing the City Manager to negotiate and execute a Management and Operations Agreement with Bethel Friends of Canines.

**Attachment(s):** Draft Management and Operations Agreement

Department/Individual:	Initials:	Remarks:
Pete Williams, City Manager	PW	approve
Patty Burley, City Attorney	PB	Complies with BMC; no legal concerns

Amount of fiscal impact:		Account information:
xx	No fiscal impact at this time.	Even trade fiscally
	Funds in City Budget.	
	Funds not in City Budget.	

### Summary Statement:

This Agreement formalizes the previous Memorandum of Understanding between the City and Bethel Friends of Canines for the provision of services at the City's pound. This Agreement sets out the terms under which Bethel Friends of Canines will provide certain services to the City such as feeding and watering animals housed at the pound, cleaning the cages and facilitating adoption for those animals that go unclaimed.

Because of the large amount of donated pet food which Bethel Friends of Canines receives, the City will benefit with reduced costs for food. Additionally, the services provided by Bethel Friends of Canines will relieve CSO's, allowing them more time to be on the street looking for stray, abandoned and abused animals.

## **MANAGEMENT AND OPERATIONS AGREEMENT**

This MANAGEMENT AND OPERATIONS AGREEMENT (this “Agreement”) is made this \_\_\_\_\_ day of October, 2018, effective November 1, 2018, by and between THE CITY OF BETHEL (hereinafter “City”) and BETHEL FRIENDS OF CANINE (hereinafter “Friends”).

The Parties acknowledge this Agreement is in their mutual best interests and as such the Parties agree as follows:

### **AGREEMENT**

#### **1. SERVICES**

1.1 Services. Commencing on the effective date of this Agreement, Friends will provide and render such services as are necessary for the care of all animals housed at the City’s municipal Pound and, as more specifically described below shall:

- a. Feed and provide fresh potable water to all animals housed at the City’s municipal Pound a minimum of twice daily with one visit being in the morning hours and one visit being in the late afternoon or early evening hours;
- b. Provide general exercise for the dogs housed at the City’s municipal Pound at least twice daily;
- c. Maintain all kennels in a clean and safe condition;
- d. Administer and supervise an animal adoption program, including bookkeeping, record keeping, and reporting functions as they pertain to the business of the City;
- e. Cooperate with City and the Yukon Kuskokwim Health Corporation (YKHC) in securing the PETCO grant for additional veterinary services for Bethel and the Region;

1.2 Working Time. While the method of work shall be Friend’s own, it is expected by both parties that Friends shall devote a sufficient number of working hours as needed to the provision of the Services outlined in this Agreement to ensure the animals entrusted into the care of both the City and Friends receive care that exceeds the minimum.

FRIENDS WILL DEVELOP, IN COORDINATION WITH CITY, A COVERAGE SCHEDULE FOR EACH MONTH NO LATER THAN THE 20<sup>TH</sup> DAY OF THE PREVIOUS MONTH. THE COVERAGE SCHEDULE WILL OUTLINE COVERAGE FOR BOTH THE MORNING AND LATE AFTERNOON/EVENING CARE OF THE ANIMALS IN THE POUND. CONTACT NUMBERS IN CASE OF ILLNESS AND A LIST OF EMERGENCY BACK-UPS SHALL BE INCLUDED IN THE SCHEDULE.

ADDITIONALLY, FRIENDS WILL DEVELOP A CARE CHECKLIST FOR ALL ANIMALS TO BE USED BY BOTH FRIENDS STAFF AND CITY STAFF TO ENSURE THAT ANIMALS ARE PROPERLY CARED FOR ON EACH VISIT.

- 1.3 Notice of Inability to Perform/Provide Services. Friends shall inform City as soon as reasonably practicable if Friends will be unable to provide any of the above services due to injury, illness or unavailability of staffing and/or volunteer(s). Whenever possible, Friends will secure coverage among its own membership. At a minimum, Friends will be responsible for 1 shift per day (either morning or later afternoon, early evening).

2. TERM and TERMINATION

- 2.1 Term. This Agreement shall commence on November 1, 2018 and reflects understandings reached between the parties as of such date. This Agreement shall continue subject to the provisions set out in Section 2.3 below, for a period of twenty (20) years [October 31, 2028] or until terminated by either party by giving to the other no less than ninety (90) days written notice.

- 2.2 Termination Due to Termination of Lease. This Agreement shall run with a Lease for land. Should the land lease be terminated for any reason, this Agreement shall automatically terminate upon the termination of the Lease.

- 2.3 Termination for Cause. If, through any cause, Friends shall fail to fulfill in a timely and proper manner the obligations under this Agreement, then City shall thereafter have the right to immediately terminate this Agreement by giving written notice to Friends and specifying the effective date thereof. In such event, Friends shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payment due Friends for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. Notwithstanding the foregoing, Friends shall be entitled to not less than thirty (30) days written notice to cure any reasonably curable condition alleged to constitute a default by City before a breach of this Agreement shall be declared by City as a result thereof.

- 2.4 Termination by City. City, by action of its City Manager, shall have the right, at its sole discretion, to terminate this Agreement upon the occurrence of the filing for the benefit of creditors by Friends, or the taking or suffering of any action by Friends, voluntarily or involuntarily, under any federal or state law for the benefit of debtors by Friends, except for the filing of a petition in involuntary bankruptcy against Friends which is dismissed within sixty (60) days thereafter;

3. Compensation. In consideration of the provision of the services described in this Agreement by Bethel Friends of K9, the City shall pay to Friends a monthly fee of One

(\$1) Dollar. Additionally, the City shall provide the following supplies and ensure they remain in stock:

- a. Dog Food;
- b. Cat Food;
- c. Cat Litter;
- d. Dog Licenses;
- e.

4. Oversight by City. City shall retain all powers incident to ownership of the Facility, including, without limitation, the power to:
  - a. Determine the general and fiscal policies and maintain full and complete control of the administration of the Pound;
  - b. Select the City personnel assigned to work at the Pound;
  - c. Establish policies regarding the care and adoption of animals brought into the Pound by the City;
  - d. Determine the priority of use in situations where there is overcrowding at the Pound facility.
5. Standards of Performance. Friends shall be expected to perform services under this Agreement consistent with standards employed by humane societies and/or similar animal shelters.
6. Acknowledgment of Charitable Purpose. Friends shall conduct its business and operations of the Pound in such a manner as to satisfy the charitable purposes generally required of the Internal Revenue Service under Section 501(c)(3). The City reserves the right to review whether Friends has conducted the business and operations of the Pound in compliance with charitable standards.
7. Independent Contractor. The parties agree that there are no, and there will not be, any employer-employee relations between the City and Friends or any of Friends employees or volunteers. Friends and all of its employees and volunteers shall be deemed independent contractors of the City for all intents and purposes hereunder. The termination of this Agreement (for any reason, whether lawful or unlawful) shall not constitute a dismissal by the City of Friends or any employee or volunteer of Friends for any purpose. Nothing in this Agreement shall be deemed to constitute a formal partnership between the City and Friends.

If, despite the parties' express representations and agreements hereunder, it shall, at any time, be determined by a court of competent jurisdiction that employer-employee relations exist between the City and Friends in connection with this Agreement, and as a result of such decision Friends shall become entitled to rights and/or payments resulting from the existence of such relations, Friends shall undertake to indemnify the City for any payment and expense actually paid or required to be paid by the City in connection with such decision to the fullest extent permitted by law.

8. Compliance with Law. In performing its duties and obligations under this Agreement, Friends shall comply with (i) all federal, state and local laws, rules, and regulations now in force, or which may hereafter be in force, which are applicable to the City or the Pound, and (ii) all City and Pound policies, procedures, rules, and regulations.

9. Insurance. Friend's shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by the City, such insurance as will protect the City from claims set forth below and others, which may arise out of or as a result from Friend's operations under this Agreement, whether such operations are by Friends, a volunteer of Friends or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of Friends under this Agreement.

(a) Claims under worker's compensation, employers liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this Agreement.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than Friends' employees or volunteers.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by Friends, or (2) by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting there from.

Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving Friends' usual obligations and assumption of liability under this Agreement.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Personal/Advertising Injury Liability
- Fire Damage Liability
- Medical Payments

- (b) The insurance required shall be written for not less than the limits listed in (c) below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the lease to the date of final occupancy or termination.
- (c) The insurance required shall be written for not less than the following limits:
1. *Worker's Compensation Insurance:*  
Statutory Requirements of the State of Alaska, and  
Employer Liability Insurance limits of:  
\$500,000.00 each accident.  
\$500,000.00 disease each employee.  
\$500,000.00 disease policy limit.
  2. *Commercial General Liability Insurance: Form CG0001 04/13 or equivalent.*  
\$1,000,000.00 Combined Single Limit of Liability per Occurrence  
\$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence  
\$2,000,000.00 Annual General Aggregate Limit of Liability  
\$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability  
\$100,000.00 Fire Damage Limit of Liability Any One Fire  
\$5,000.00 Medical Payment Limit Any One Person
  3. *Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent.*  
\$1,000,000.00 Combined Single Limit of Liability per Accident  
For all Owned, Hired, and Non-Owned Vehicles.
- (d) Worker's compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employers liability insurance shall contain a waiver of subrogation provision in favor of the City of Bethel.
- (e) The commercial general liability insurance shall name The City of Bethel as an additional insured as respects this Agreement.
- (f) Friends' required insurance is subject to review and adjustment by the City, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Friends shall be provided a written explanation for any such changes.
- (g) Certificates of insurance acceptable to City shall be filed with City prior to the commencement of the beginning of the Agreement.

If any of the insurance policies required above are canceled for any reason, Friends shall provide immediate notice to City of the cancellation and either provide: evidence of replacement or notice of reinstatement.

This evidence of replacement or notice of reinstatement shall be delivered to City prior to the scheduled cancellation date. Failure of Friends to comply with this provision shall terminate this Agreement immediately.

Immediate notice means that Friends shall notify City, by facsimile or by certified mail within five (5) calendar days of receipt of the cancellation notice from the insurance company, by Friends.

Notice described above shall be delivered to the following location:

City of Bethel  
Legal Department  
PO Box 1388  
300 State Highway  
Bethel, AK 99559-1388

10. Indemnification. City shall indemnify, defend and hold harmless City and its officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, obligations, liabilities, deficiencies, suits, proceedings, actual out-of-pocket obligations and expenses (including cost of investigation, interest, penalties and reasonable attorneys' fees) arising out of or due to the operation of the Pound by Friends, its employees, affiliates, agents, servants and/or volunteers under the provisions of this Agreement. The obligations set forth under this Section 9 shall survive for a period of one (1) year following the Expiration Date.
11. Non-Discrimination. Friends will not discriminate against any employee, applicant for employment, volunteer, pet applicant, or pet owner because of race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era.
12. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand or by certified mail) to the address set forth beneath the name of such Party below (or to such other address as such Party shall have specified in a written notice given to the other Parties hereto):

**CITY**  
City of Bethel  
Attn: City Manager  
PO Box 1388  
Bethel AK 99559-1388

**FRIENDS**

with duplicate copy to:

City of Bethel  
Attn: Legal Department  
PO Box 1388  
Bethel AK 99559-1388

13. Miscellaneous Provisions.

- 13.1 Access to the Pound. During the term of this Agreement, City shall retain complete access to the Pound (Facility), and any records, supplies or materials stored therein.
- 13.2 All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the parties hereto and their respective successors and assigns.
- 13.3 Assignment. This Agreement may not be assigned by City or Friends.
- 13.4 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein and any and all previous agreements are hereby terminated and shall have no further force or effect.
- 13.6 Force Majeure. If any party's performance is prevented, hindered or delayed by reason of any cause(s) beyond such party's reasonable control which cannot be overcome by reasonable diligence, including, without limitation, war, labor disputes, civil disorders, governmental acts, epidemics, embargoes, fires, earthquakes, storms or acts of God, such party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuance of such cause(s); and such party's obligations hereunder shall be excused so long as and to the extent that such cause(s) prevent or delay performance.
- 13.7 Governing Law. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Alaska without regard to its conflict of laws principles.
- 13.8 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 13.9 Independent Covenants. Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein. No waivers, express or implied, by either party of any breach of any of the covenants, agreements or duties hereunder of the other party shall be deemed to be a waiver of any other breach thereof or the waiver of any other covenant, agreement or duty.
- 13.10 Modification. Neither this Agreement nor any provision hereof shall be amended or modified (or deemed amended or modified), except by agreement, in writing, duly executed and acknowledged by both parties.

- 13.11 Return of Information. Upon expiration or termination of this Agreement, each party shall return all of the other party's books, records, and/or documents. This section shall survive the termination or expiration of this Agreement.
- 13.12 Severability. Should any provision of this Agreement be found void or unenforceable, the remainder hereof nevertheless shall continue in full force and effect. A new provision shall be amended to this Agreement that is similar to the provision found unenforceable but which is enforceable.
- 13.13 Waiver of Trial by Jury. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY A JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND AT TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

IN WITNESS WHEREOF, the undersigned have executed this Management Services Agreement effective as of the date first written above.

CITY OF BETHEL

BETHEL FRIENDS OF K9

\_\_\_\_\_  
 Peter A. Williams  
 City Manager

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Bethel Action Memorandum

Action memorandum No.	18-69		
Date action introduced:	October 9, 2018	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

**Action Title:** Authorize and approve City Administration to issue checks to Quarter 3 Community Action Grant awardees based on the Community Action Grant Committee's work on scoring applications and deciding how to divide up the funds available.

**Attachment(s):** None.

Department/Individual:	Initials:	Remarks:
Administration / Peter Williams		
Finance / Cindy Sharp		
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
\$7,770	Funds in City Budget.	10-72-760
	Requires funding in FY 2019 Budget.	

### Summary Statement

The City of Bethel established the Community Action Grant Program (CAG) to allow community and individuals to request financial support for programs or events that contribute to the health, welfare, and overall quality of life for residents of Bethel, especially its most vulnerable populations. Funding for the program comes from 20% of the Alcohol Tax collected by the City. The Community Action Grant Technical Review Board was created to develop a process to solicit grant applications, review them, and recommend funding selections to City Council.

The Committee accepted and scored two applications received during the open application period: August 24 to August 31, 2018. After the first review of applications on September 5, 2018, the Committee sent each applicant questions for clarification and invited them to attend the following meeting on September 12, 2018, when the applications were scored and funding decisions made.

Applicant and Project Summary	Requested	Recommended Award
<b>1. Bethel Freestyle Wrestling Club</b> Partially fund activities of the Bethel Wrestling Club.	\$5,500	\$6,000
<b>2. Delta Illusions Dance Company</b> Fund dance instructor to travel to Bethel and lead dance classes for local residents.	\$21,000	\$1,770

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# *Mayor's Report*

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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: Sept 19- Oct 2, 2018  
TO: City Council  
FROM: Peter Williams, City Manager  
RE: Managers' Report

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Sept 18- Gathered information for the CIP and the Sept Council Agenda.-Asked property maintenance to order No Smoking Signs for all city doorways. We will send a letter to all the businesses.

Sept 19- Try to contact Johnson Controls and Frontier Fire regarding the fire alarm panel. Forward what information we have to the Fire Marshall and Combs Insurance. Seeing that new wiring has to be installed the electricians will have to be contacted. This system has to be approved by the Fire Marshall which will take six to eight weeks. APEI responded that we are doing the "right thing".- Worked with Jeanie Mason of the DCEED to make sure she has the FY 19 Budget and the FY-17 Audit.-Paid a site visit to Owl Park and the Landfill.-Went over the Audit Findings with the CPA from Carmen Jackson.

Sept. 20- Reviewed a task list regarding the work to be performed by contracted Finance Director. The FY17 audit is complete, and work has started on the FY18 audit. The fourth audit in two years. We hope to complete the FY18 review in January 2018. We will be working on the six corrective action plans mention in the audit. We are working with Wells Fargo to implement a Positive Pay system and to provide for fraud protection services for the system. We are reviewing the methodology used for allocations and developing a matrix we all can understand. I expect some changes, but it will have a net zero effect to budget. For now, we will use what have in place.- Dept head Meeting, discussed vehicle checklist and setting a schedule for Hazardous Material Training.- sent final Payment Cert to Jacobs Bros.(CH2M) for the dredging.- Worked on supporting documents for the CIP.

Sept 21- Received information from the DOT grant administrator that we can modify the transit budget.- Discussion with Wells Fargo to transfer our CD's to them and they will act as custodians of these CDs. - Johnson Controls, formally Simplex/Grinnell, inspected the Fire Alarm at the PW building and reported that the system is obsolete. There are working on a proposal to replace the system. We have one, and that proposal was for \$19,000. The

sprinkler system is working, and daily reports to the Fire Marshall have been underway since June 20th.

Sept 23, Sunday- Streets and Roads graded roads during the slight break in the weather.

Sept 24 –Ask for an updated version W&S Fund Meet with PiperJaffery to discuss moving our investments to Wells Fargo. The City of Bethel has been with this company for a long time. I don't think we have used this company as much as we should when looking for advice on how best to handle our investments.- Discussed with the PW director the W&S trucks that are in disrepair.-TecPro , the electricians will arrive on the Sept 25.- Signed off on the grant agreement for the funding from the State, closing out this grant of \$700,000.- Meet with ONV/AVCP regarding E-waste.

Sept 25- No smoking signs ordered for city buildings.- Discussed the purchase of the dispatch console for the Police Dept. with Pro-Comm. A service agreement will have to be considered with Pro-Comm for the console for the next five years. Presently we do not have one due to the poor shape of the console. The cost for this service is \$40,000 per yr.- Received a citizen complaint that the city doesn't have a process to dispose of glyco- Reviewed YKHC MOA-Check on the scissor lift at the pool.-

Sept 26- Followed up on council requests concerning the Port, Street & Roads, Asbestos Assessment and OT at the Fire Dept. Started on the Budget Modifications regarding the CIP.-Reviewed Courthouse Lease. The janitorial services need to go out to bid.- Received bids to install the boilers in the Public Works Building. The proposals exceeded the budgeted amount.-Received bid for the purchase of gravel for the next five years.-Meet with the owner of the Tundra Ridge Sub-division to resolve a platting issue.

Sept 27- Dept Head Meeting;- Worked on the LRTP.- Reviewed Carmen Jackson tasks when they were here the last time.- Ask the finance dept. To set up a meeting with the dept heads and supervisors to show them how to pull their financial reports from Caselle to review.

Sept 28 – Signed the fiscal agreement between the O of A and COB to provide \$1112,000 for the UAF Cooperative Extension 4-H Program.- Worked on the LRTP-

Oct 1- Reviewed manger reports.- Fire Chief's evaluation is completed.

Oct 2- Discussed Budget Modifications with Esplin and Associates about coding funds from the general fund. – Talked with Paul Jarvis from TVI who is holding some CD's about developing an RFP for an investment strategy.-Gathered supporting material for council packet.

## PROJECTS

**Institutional Corridor** –Work is ongoing at the City Sub Water treatment plant. There has been a delay completing this project due to some pipe being mis-ordered. Should be here in November. IF it is too cold outside to change this connection to the pump house we might wait till springtime to install the pipe.

**City and Bethel Heights Water Substation's** – Water tanks cleaned out.

**Jetty/Sewer Lagoon-**;

**Long Range Transportation Plan 2020-** Meet all of the stakeholders, AVCP, BNC, COB, DOT, and ONC for two hours and then attended a public meeting during the evening. The inter-reactive map is online on the City's website.

**The Avenues-** USDA has requested funding from the National Office for the USDA portion of this project.

**Bethel Heights Water and Sewer System** – Preliminary engineer reports still pending.

**Tundra Ridge Road Realignment-** Still pending, there might be some movement in a couple of weeks.

**Landfill Closure-** Study is underway, no schedule of the completion date.

**PW Building Boilers-** Received bids that far exceeded what we had budgeted for and we will try to negotiate with the low bidder.

**Courthouse** – Awaiting final Lease document to Sign.

**Owl Park** – Basketball court in place, some finishing touches still need to be made, and the playground equipment will be installed next spring.

**Geographic Information System (GIS)-** Kodiak Mapping performed a fly-over of Bethel.

**Bethel Bank Stabilization Project,** The financing of this project, will close in December, no change form the last report.

**Lift Stations-**

**Capital Improvement Plan-** Presented to the council on Sept. 25<sup>th</sup>.

Peter Williams  
Bethel City Manager

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# ***Management Team Reports***

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## **MEMORANDUM**

**DATE: 10.01.2018**  
**TO: Peter Williams, City Manager**  
**FROM: Bill Arnold, Public Works Director**  
**SUBJECT: Manager's Report –**

### **Programs/Divisions**

#### **Public Works Director:**

The IC project is on schedule at this time and should be operational October 15, 2018. The wind turbine at the Aquatic Center was down for a month due to a break in the communication line between the turbine and the building. Due to the swampy areas around the power-poles the cable could not be replaced at this time. The City had TecPro come out and install radio communication between the turbine and the building; at this time it is up and running again.

The city is in need of 6 new water trucks. Due to the age of the trucks we have, parts are not readily available and some parts are not produced any longer. Due to the long down time when something does break we fall behind on the hauled water routes.

**Hauled Utilities:** The month of September has been the most challenging time of the year with having not enough workers and not enough water trucks for the work. The 2<sup>nd</sup> and the 4<sup>th</sup> week of September I had to drive to keep up the services for the community. The last week of September we had two water trucks running the beginning of the week but everything caught up by the end of the month. We have had only minor incidents of flooding a resident. All the drivers done a wonderful job. Weekly reports are all caught up now.

Even the community has seen the worst of all this past last week of the month all the water drivers have done a wonderful job putting in their time to keep up the work. We need newer and more reliable water service trucks that are more reliable to complete all the services required for the daily schedule services.

We lost one good worker by transfer to another department. But all in all we are still doing what it takes to keep the community happy.

#### **Utility Maintenance:**

- Changed out hydrant valves and fixed water line in ASHA housing.
- Installed basin at the teen center lift station.
- Assisted Streets and Roads division with the asphalt demolition on Ptarmigan
- Station checks, red light checks as per usual.
- Ran heat trace on waterline for the City Shop.

- Some employees took PTO for the moose hunt.

### **Property Maintenance:**

- Worked on Owl Park fencing
- Worked on constructing Basketball court at Owl Park
- Serviced boilers in buildings with only 1 source of heat, cleaned and got them ready for winter service.
- Painted fuel tanks with identification labels- all buildings
- Monthly extinguisher checks
- Set hoop at Owl Park basketball court
- Fixed toyo stove at Utilities Maintenance
- Cleaned boilers at PW, Fire Station, Bethel Heights water treatment plant, Transit.
- Buried picnic tables at Owl Park so they could not be used to climb on the roof of the shelter.

### **Parks and Recreation:**

- Fixed fencing at Tundra Ridge Park, multiple times.
- Cleaned parks throughout the city.
- Cut brush various locations throughout city.
- Worked on chain saws and grass cutters, prepped for next season.
- Cut grass at baseball field

### **Road Maintenance:**

Streets and Roads is now finished with hauling gravel from Knik yard to the city shop for the year. We hauled 350 dump truck loads to the shop pile for maintenance on the road, and 91 loads to use on Ptarmigan Street when we took the pavement off the road, to use in its place.

Streets and Roads hauled 38 dump truck loads of gravel from Knik for the landfill road on top of the dike. We built the road around the top of the dike with the 160M grader, so when it is muddy it will still be drivable in order to get to the back.

Streets and Roads has also been hauling to the salt sand pile with salt from the city sand pit as we have time. It looks like we will be hauling for a little over a week

before we will have this winter's salt sand.

Streets and Roads last week did get the 1600 feet of asphalt tore up on Ptarmigan Street with the 324E Cat excavator and hauled away. We then hauled in 91 dump truck loads of gravel to replace what we tore up on Ptarmigan, and graded it.

### **Vehicles and Equipment:**

The last two weeks of September have been difficult to say the least. We have had several major mechanical failures. These trucks are getting older and older and trying to find parts for them is getting harder and harder. Obsolete is what we keep running into. There are so many different years, makes and models that we can not keep everything in stock. If we have parts A, B, and C on the shelf than D, E, and F will fail. We are working hard to build our inventory and preparing ourselves better for the future. I have been in contact with the company that builds our water and sewer trucks and we are working together to see about getting a little different design that will help with parts being readily available. We still have a Mechanic II position open- that doesn't seem to be getting much interest. Though this is only my second month as V&E Foreman I feel we as a team have made great strides in a positive direction to make this department more functional.

### **Transit System:**

The good news is that Human Resource was able to hire a new Part-Time bus driver. He came to work September 17, 2018 spent the week in training and is now driving by himself. He's very positive and I think he'll get along great with the passengers.

We have closed out FY 2018 and the State (DOT) has accepted all of the monthly Billing Summaries. The City should be receiving the final grant payments soon. DOT is requiring several other reports and agreements before we are able to start submitting the FY 19 Billing Summaries. I'm starting to work on the July and August but will have to wait to submit them until DOT has received the reports. There are two other major reports, NTD (National Transportation Data) and the 4<sup>th</sup> Quarterly Report, that have to be completed and sent in by the end of October. I'm starting to work on them. With the hiring of the new part time driver, I should have more time to work on them.

The buses are racking up the miles and time. Bus 439 was purchase in October of 2014 and has 133,000+ miles, Bus 438 was purchased in 2008 and has 123,000+, and Bus 436 was purchase in 2008 and has 144,000+. With the road conditions and weather in this area, the buses are fast exceeding their life expectancy.

We are currently running only the Green Line, it starts at 6:30am and goes until 6:15pm, it starts at AC Store goes out to Tundra Ridge back down to U.P. Church then out to GCI/ONC and then back down to the Brown Slough Area(East Ave,) and then back to the AC Store, Monday through Friday. On Saturday, it runs the same route as Monday through Friday but only from 9:30 am to 2:30pm.

### **Landfill / Recycle Center:**

The landfill had a second inspection by DEC this last month. It was a lot better than the one this last spring. We have been hauling a lot of cover material to get everything covered as weather permitted. We got our gravel for the new landfill road and got it put down by the road crew. We had a small fire that came in a dumpster, it was extinguished in a big hurry.

### **Water Plant Operations:**

The month of September has been a very busy month, with plumbers and electricians adding a new high Demand pump. Also added a new skid of pressure pumps. Plumbers getting close to connecting new institutional corridor loop. We also had our water storage tanks at CSWTP and BHWTP cleaned and inspected. We also turned our CCR certification report in to ADEC. We completed our lead and copper test at City Sub Water Plant. We also hold a daily safety meeting.

### **Staffing Issues/Concerns/Training:**

# **Memorandum**

**Date:** September 25, 2018

**To:** Pete Williams, City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report



## **September 2018 Current Events**

- **Interim Purchasing Agent:**

For this month, I accepted responsibilities to handle the procurement officer's duties on a temporary basis until such a time as a new procurement officer is appointed. As such I have been handling management on several request for bids and a request for proposal. Though it has been a learning process to absorb these duties, things appear to be on track for the closing dates on the items mentioned.

- **YK Fitness Center Server Installation:**

A new server will be installed within the next week at the YK Fitness center to provide them with a centralized and controlled location for files and other important data. More importantly, the data will be regularly backed up and under the City's direct control and supervision whereas the previous environment had been more or less invisible.

- **Wind Turbine Still Inoperable:**

Currently the YK Fitness center wind turbine is still inoperable due to a severed connection between the building's control system and the wind turbine itself. At this point, we will need to either repair or replace that line of communication so that Northern Power can resume management of the turbine. Unfortunately, no local entities remaining in Bethel (including GCI) handle running data cables and so the City will need to bring in contractors for this particular job. If it is ascertained that this data cable is not providing power to items in the turbine, the City might explore the option of making this bridge wireless.

- **Password on Public WiFi Signals:**

Due to a bit of reported abuse, a password has been added to all public City WiFi signals. The password is global and will be given out as requested. The purpose for this is to dissuade random "parking-lot-users".

- **Business-As-Usual:**

Beyond the above-mentioned items, the month has been spent fixing or helping with run-of-the-mill trouble tickets such as email issues, printing/scanning, Caselle access, and login problems to name a few.

## **Memorandum**

**Date:** September 25, 2018

**To:** Pete Williams, City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report



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### **Future Plans**

- **IT Disaster Recovery Plan Wrap-up:**

The IT disaster recovery plan I started is finished, but could use a little polishing. It includes steps that the City manager and/or other department heads can take in the event of certain major disasters as far as IT-related items. These steps come complete with a full list of contacts. Once ready, this document will be made electronically available to the administration and department heads. Physical copies will be stored in the City's server rooms.

I am currently scheduled for a month-long vacation at the end of the year and would like to have this document in place and accessible by the time of my departure so the city has a clearly-defined path to take in the event of an occurrence during my absence. During this time I will be out of the country and expect to be wholly unreachable.



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CITY OF BETHEL  
Fire Department

*William F. Howell III, Fire Chief*  
*P.O. Box 1388, Bethel, Alaska*

*Phone: (907)-543-*

*Fax: (907)-543-2702*  
*bhowell@cityofbethel.net*

*Celebrating 50 Years of Service*

DATE: September 28, 2018  
TO: Pete Williams, City Manager  
FROM: Daron Solesbee, Fire Captain  
SUBJECT: Management Report, September 2018

### **Current Events**

- The Department is working diligently with our new EMS billing provider, LifeQuest, on billing for Medicaid and Medicare to ensure incidents meet the documentation requirements for establishing medical necessity. LifeQuest is currently submitting spreadsheets that describe the needed corrections for patient care reports (PCR's).
- The new ladder truck should arrive in Bethel on Saturday, September 29 per the Port Director.
- The Department submitted the revisions to the address ordinance to the planning commission. Council Member Williams sponsored the introduction of the amended ordinance at the August 28 meeting. The ordinance was passed after further revision.
- Department administration is working with management to re-write portions of the purchasing code.
- The Department received its new Stryker PowerPro powered stretcher on September 25. This stretcher will greatly reduce the risk of injuries to EMS providers and patients, due to its ability to lift patients up to 700 lbs. This equipment was purchased with Code Blue Grant funding.

### **Community Planning/Preparedness**

- The Department is assisting administration with the cleanup and disposal of a release of Muriatic Acid inside a storage container at the pool. The CONEX

shipping container was secured by BFD personnel with a KNOX padlock until City personnel receive the proper HAZWOPER training.

- The Department's Medical Standing orders have been submitted to our Medical Directors for review and approval. A meeting was held with Drs. Klejka, Lathrop and Eisner to discuss the requested changes. The Medical Directors are reviewing the changes regarding requested medications and equipment.
- The Department has had several meetings with YKHC Safety Management regarding a planned disaster drill in the near future. The drill, scheduled for August, was postponed until further notice.

## Training

- The EMT Meeting scheduled for 09/04/18 was cancelled due to a lack of attendance.
- The Fire Meeting scheduled for 09/13/18 was cancelled due to a lack of attendance.
- On 09/18/18 at 7:00 p.m. an EMT Meeting was held at the fire station. Responders reviewed NFPA 1581 Rehabilitation requirements for EMT's to assess, treat, transport, and release firefighters during fire incidents.
- On 09/27/18 at 7:00 p.m. a Fire Meeting was held at the fire station. Responders received training on research-proven modern fire attack procedures, including the use of the following acronyms: SLICE-RS, RECEO-VS, and VEIS. Additionally, responders assisted staff with packing fire prevention bags for upcoming classes for elementary school children.
- Captain Solesbee is working with the State of Alaska Bureau of Fire Accreditation, Standards and Training (BFAST) in obtaining on-site training at the fire station through contracted National Fire Academy instructors. These courses will be managed by BFAST and paid for by federal training grants awarded to the State of Alaska.
- From 10/25 – 10/27, staff and volunteer Driver/Operators will receive training from factory instructors from Pierce Manufacturing in the operation, care, and maintenance of the new Truck-1's aerial device, pump, and compressed air foam system.
- Various department staff are taking ETT courses or Firefighter-I training.
- BFD staff and volunteers will instruct an EMT-1 Academy, starting on November 3, 2018 until February 2, 2019. There has been a high level of interest throughout the community. Staff and volunteers have been tasked with recruiting prospective EMT students.

- In spring 2019, staff will instruct a Firefighter-I Academy. Captain Solesbee is working with the State of Alaska BFAST and Alaska Fire Standards Council (AFSC) on obtaining accreditation to instruct Firefighter-II courses.

## Responses

- Between 08/28/18 and 09/28/18, the Bethel Fire Department responded to 90 EMS and 10 Fire incidents.
- During this period, 57 EMS incidents (64%) were alcohol-related.
- On 08/31/18 at 5:45 p.m. firefighters responded to Makqalria Road for a carbon monoxide incident. Firefighters performed air sampling throughout the house and determined it to be safe. Firefighters returned to quarters.
- On 09/01/18 at 4:18 a.m. firefighters responded to the Long House Hotel for the report of a vehicle fire. Upon arrival, firefighters observed a flatbed truck fully involved in flames. Firefighters extinguished the fire and the cause is under investigation.
- On 09/01/18 at 11:46 p.m. firefighters responded to Chief Eddie Hoffman Highway for the report of a structure fire. Upon arrival, firefighters observed fire exiting from windows on the second floor. Firefighters deployed hose lines, extinguished the fire, and overhauled the contents. The cause of fire is under investigation.
- On 09/05/18 at 5:42 p.m. firefighters responded to Quivik Subdivision for the report of a structure fire. Firefighters observed smoke coming from a first floor window of a home, deployed hand lines, and extinguished the fire. The cause of fire was determined to be a pinched electrical cord that ignited due to resistance heating.
- On 09/09/18 at 4:41 a.m. medics responded to YKHC Sobering Center for the report of a person experiencing an allergic reaction. The patient was assessed, but refused transportation to the hospital.
- On 09/09/18 at 6:30 p.m. firefighters responded to the area of East Avenue for the report of a house falling off its foundation, causing a fuel oil spill. Crews checked the area and notified the State of Alaska Department of Environmental Conservation.
- On 09/13/18 at 10:42 p.m. medics responded to Joe Lomack Beach for the report of a person complaining of a fractured ankle. The patient was assessed and transported to the hospital.
- On 09/17/18 at 4:41 p.m. firefighters responded to Akula Court for the report of malfunctioning smoke detectors. Firefighters observed smoke detectors chirping,

and firefighters replaced multiple detectors. The cause of the some detectors chirping was the result of them being used past their end of service life of ten years.

- On 09/22/18 at 5:58 p.m. medics responded to the intersection of Ridgecrest Drive and Seventh Avenue for the report of a person lying in the street and bleeding from their head. The patient was assessed and transported to the hospital.

### **Budget/Financial**

- The Fire Department is operating within the FY 19 budget.

### **Grants**

- The Department applied for the FEMA Assistance to Firefighters Grant (AFG) for approximately \$130,000 for firefighting turnouts and rescue equipment. This grant has a 5% match. This request was denied in July 2018.
- The Department received funding through the Volunteer Fire Assistance program for \$7,470, for three sets of firefighting turnouts. This grant has a 10% match. The project total is \$8,300. The Department has submitted orders to the vendor.
- The Department applied for and passed the first round of approval the Phase 18 Code blue Grant for \$45,000 for the remount of Medic-5 to a new chassis. Funds were confirmed by the State of Alaska Legislature for Phase 18.
- The Department was awarded \$7,500 in Code Blue grant funding for a new power stretcher for Medic-6. The YKHC EMS Department administers this grant and BVESA has committed matching funds. YKHC ordered the stretcher and it has since arrived. It is currently in service on Medic-6. In order for it to be used in conjunction with the PowerLOAD system, parts (i.e. – wheel pins, communication board, etc.) will have to be installed on the stretcher by Stryker personnel. Staff are obtaining quotes for this project.
- Final invoices and check requests have been submitted for the Department of Homeland Security and VFA radio grant purchases.

### **Staffing/recruitment**

- The Department has one vacancy. We are advertising on a nationwide basis to fill the position. One position has been filled temporarily with a Firefighter Intern. We welcome our new full-time Firefighter/EMT, Elijah Wenger, to the Department. He will start work on Monday, October 8.

## Vehicles & Equipment

- The Code Blue committee has approved \$45,000 to remount our 2003 Ford ambulance M-5.
- Engine-3, our 1986 Grumman reserve pumper, is in service. The pump was overhauled for its second time since arriving in Bethel, 32 years ago. A complete rebuild of the vehicle's air brake system was completed in August. Engine-3 is being restocked with equipment and now has a back-up camera. This apparatus will be outfitted as a water supply pumper and will carry 3000 feet of 5-inch Storz large-diameter hose (LDH) to extend the reach of our hydrant system and the Institutional Corridor. Underwriter's Laboratories personnel conducted an annual pump test on September 21, of which it passed and received its UL Pump Certification.
- Medic-6, our new ambulance, suffered body damage following a collision with guardrails on the ER ramp in August 2018. The employee received and passed drug testing per the City of Bethel Vehicle Use Policy and received remedial training. Staff have ordered the parts necessary to repair the damage. Medic-6 is in service.

FIRE DEPARTMENT VEHICLE STATUS			
Vehicle	Type	Year	Status
Medic 4	Ambulance	1999	<i>(Backup ambulance) In service, Airbags repaired.</i>
Medic 5	Ambulance	2003	In service. Frequent no starts/dead batteries. <i>(Plan to remount to new Dodge chassis in 2018/2019)</i>
Medic 6	Ambulance	2017	<i>(Frontline Ambulance) In service. Tires studded. Parts ordered.</i>
Engine 4	Pumper	2013	<i>(Frontline pumper) In service, Seat belt sensor silenced but still needing repair by V&amp;E. Ground and marker lights changed to LED to reduce maintenance. DEF tank heater malfunction.</i>
Engine 3	Pumper	1986	<i>(Back up pumper) In service, Repaired pressure control valves and electrical system. Installed B/U camera. In service for emergencies. Pump rebuilt. Airbrake system rebuilt. UL pump testing passed. (Poor overall condition needs replacement)</i>
Truck 1	Ladder Truck	1980	Ladder out of service, Pump barely functional. Replacement is enroute. Will be retired when Truck one arrives.
Truck 1	Ladder Truck	2017	Will arrive via barge on September 29. This apparatus will remove 1980 Truck 1 from service.
Tanker 1	Tanker (1500 gallon)	1980	In service will be retired when the new Truck 1 arrives. Mission will be assumed by Engine-3.
Com 1	Pickup	2014	In service
Com 2	Pickup	2004	In service.



## September, 2018 Monthly Report

### Personnel:

There are currently two officer position vacancies. A new officer was hired and began his field training the later part of the month. He has 21 years of law enforcement experience and is progressing well. Conditional job offers have been made to two current non-officer employees that will require attending the police academy. The final stages of the background investigation and testing are being scheduled.

All dispatch positions are currently filled. A trainee is progressing through the field training process and likely will be working on her own by the end of October. The Dispatch Supervisor position is being processed for reclassification to an evidence/records clerk since there have been no qualified applicants in over a year. All CSP and CSO positions remain fully staffed.

### Operations:

There were 1,331 calls for service the month of September. This is similar to the number of calls in August though it is approximately 400 fewer than the same period in 2017. However, the calls requiring investigative reports is nearly 20 higher than the same period in 2017. The number of intoxicated pedestrian calls went up nearly 20 compared to August but down nearly 300 from September of 2017. Domestic violence investigations remain fairly consistent from the same period in 2017 as well though other assault investigations are down nearly 20 from 2017. There were 15 DUI investigations resulting in 8 arrests compared to 22 investigations resulting in only 2 arrests for the same period last year. Deaths due to causes other than natural, continue to be significantly lower with none last month compared to 3 last year.

There were two events at Bethel High School that required BPD involvement. One event resulted in the school going into “Stay Put” (lock down) for approximately an hour until a student could be located. The other situation was investigated and resolved after school hours and did not result in any emergency action taken by LKSD.

BPD also initiated and assisted both AST and BSAR with the body recovery and SAR of a second person still missing. Clothing and other belongings for both victims have reportedly been located both up and down river from Bethel, distributed over several miles. BPD continues to assist AST with the investigation as leads present.

Phase II of the e911 system is moving forward with multiple vendors and subcontractors coordinating. Some of the encryption hardware for the dispatch CAD consoles has failed. The consoles are no longer supported and parts are no longer available. A long term solution is being researched.

### **Animal Control:**

There were 40 animal control calls for service for the month with one reported dog bites.

### **Dispatch Consoles**

BPD is working with ProComm Alaska to put the finishing touches on a cost packet for purchasing two new consoles for dispatch. The existing consoles are 15+ years old and are no longer supported by Motorola with parts and service. ProComm is evaluating if the existing recording system is compatible or if a new one will have to be purchased. We will also be seeking a grant to pay for equipment and programming that would be added to the project to make the consoles able to communicate to the DPS statewide radio network (ALMR).

## Streets and Roads daily dialog

9/10/18

Hauled salt sand from city sand pit to the salt sand pile at city shop.

Hauled gravel from Knik to the gravel pile at city shop.

Push up sand with D8 dozen at the city sand pit.

9/11/18

Hauled gravel from Knik to the gravel pile at city shop.

Push sand with the D8 dozen at the city sand pit.

Water BIS Road with road watering truck.

9/12/18

Hauled gravel from Knik to the gravel pile at city shop.

Push sand at the city sand pit with D8 dozer.

9/13/18

Hauled gravel from Knik to the gravel pile at city shop.

Stack the gravel at the city shop with 324E excavator.

9/14/18

Hauled rest of the gravel from Knik to the gravel pile at city shop.

Stack the rest of the gravel at the city shop with the 324E excavator.

Started hauling the gravel from Knik to the landfill road.

Used the 160M grader to lay the gravel on the landfill road.

9/15/18

Graded Saturday Ptarmigan Street, Akakeek Street, and Ridgecrest Drive.

9/17/18

Graded Sunday, City Sub., Ptarmigan Street, BIA, and Larson Sub..

9/18/18

We help the port to haul the ports gravel from Knik.

We graded Ridgecrest Drive, Kasayuli Sub., Boat Harbor Road, Osier Ave., Ptarmigan Street, City sand pit, and H-Marker road.

We also finish haul the gravel from Knik to the landfill road and lay it down with the 160M grader.

9/19/18

Hauled to the salt sand pile from city sand pit.

Took a Beaver Dam out on Ptarmigan street culvert with 420 Backhoe.

Graded BNC Sub., Tundra Ridge Sub., Ptarmigan Street, Standard Oil Way, City Sub., and Hoffman Sub...

9/20/18

Push sand at city sand pit with D8 dozer.

Hauled topsoil to the landfill with at 3 dump trucks.

9/21/18

Graded Ptarmigan Street, Akakeek Street, City Sub., and 7<sup>th</sup> Ave....

9/22/18

Graded Akakeek Street, Ridgecrest Drive, Willow Str., and 4<sup>th</sup> Ave....

9/24/18

Graded Kasayuli Sub. BIA Road, 7<sup>th</sup> Ave., 6<sup>th</sup> Ave., and City Sub.,  
Took a beaver dam out at the culverts pip on Ptarmigan Street.  
Hauled salt sand from city sand pit to the salt sand pile at city shop.

9/25/18

We dug up 500 feet of asphalt on Ptarmigan Street.  
We hauled in 27 dump truck loads of gravel on Ptarmigan Street, and graded it.  
Also hauled 3 loads of gravel on pot holes on Ptarmigan Street and graded it.

9/26/18

Dugout 500 more feet of asphalt on Ptarmigan Street.  
Hauled in 27 more dump truck loads of gravel on Ptarmigan Street and graded it.

9/27/18

Dugout 500 more feet of asphalt on Ptarmigan Street.  
Hauled in 27 more dump truck loads of gravel on Ptarmigan street and graded it.

9/28/18

Finish digging out the last 100 foot of asphalt on Ptarmigan Street.  
Hauled in 11 more dump truck loads of gravel on Ptarmigan Street and graded it.  
Graded Boat harbor road.

9/29/18

Graded BIA Road, Larson Sub., Kasayuli Sub., Blue Barry Sub., 6<sup>th</sup> Ave., 5<sup>th</sup> Ave., Alder  
Street, 7<sup>th</sup> Ave., Willow Street, City Sub., New ACP, Tundra Sub., Ptarmigan Street  
Akakeek Street Ridgecrest Drive, Atsaq Street, and BNC Sub.....



**CITY OF BETHEL**  
**Hauled Utility Dept**  
**P.O. Box 1388**  
**Bethel, Ak 99559**  
**(907) 543-2023**

3 rd wk Weekly Report of September 2018 has been a lot better than the 2<sup>nd</sup> week. All the drivers done a wonderful job with the services to the community. The first week of the month I had to drive the four days out of the week and left me with all the paper work to catch up to. But we had a wonderful week.

- 9-10-2018 Water deliveries made a total of 101,800 gals including all the extra calls  
Hauled services made a total of 103,200 gals including all the extra calls  
There were two tags served : 1. 210 1<sup>st</sup> Ave – Vehicle in the driveway  
2. 790 YK Trailer – Trailer not there
- 9-11-2018 Water deliveries made a total of 104,150 gals including all the extra calls  
Hauled services made a total of 96,450 gals including all the extra calls  
There was one tag served : 1. 240 East Ave – Vehicle in the way
- 9-12-2018 Water deliveries made a total of 74,650 gals including all the extra calls  
Hauled services made a total of 76,650 gals including all the extra calls  
There were no tags served.
- 9-13-2018 Water deliveries made a total of 98,150 gals including all the extra calls  
Hauled services made a total of 96,250 gals including all the extra calls  
There were no tags served.
- 9-14-2018 Water deliveries made a total of 98,600 gals including all the extra calls  
Hauled services made a total of 103,950 gals including all the extra calls  
There were no tags served.
- 9-15-2018 Water deliveries made a total of 97,200 gals including all the extra calls  
Hauled services made a total of 97,200 gals including all the extra calls  
There were seven tags served : 1. 9228 Makqal – Dug out in driveway  
2. 205 Yupik – Stated not her service day  
3. 1360 Aurora – Vehicle in driveway  
4. 210 North Ave – Vehicle in driveway  
5. 410 A Owl – Vehicle in driveway  
6. 410 B Owl – Vehicle in driveway  
7. 9460 Ayaginar – Vehicle in driveway



**CITY OF BETHEL**  
**Hauled Utility Dept**  
**P.O. Box 1388**  
**Bethel, Ak 99559**  
**(907) 543-2023**

4<sup>th</sup> Wk Weekly Report of September 2018. Hauled Utility Dept has a wonderful week and there was one incident we lost a driver for one week service and I had to drive also in the week. All the drivers have done a great job in the services.

- 9-17-2018      Water deliveries made a total of 133,800 gals including all the extra calls  
Hauled services made a total of 124,000 gals including all the extra calls  
There was only one tag served : 1. 790 YK Trailer – Trailer not there 2x
- 9-18-2018      Water deliveries made a total of 110,850 gals including all the extra calls  
Hauled services made a total of 104,300 gals including all the extra calls  
There were six tags served : 1. 271 E Alder – Boat trailer in way  
2. 271 F Alder – Boat trailer in way  
3. 5706 B Neqleq – Vehicle in way  
4. 5601 Uqsuq – Vehicle in way  
5. 225 D Kilbuck – Forklift in way  
6. 5412 Noel Polty – Objects in way
- 9-19-2018      Water deliveries made a total of 106,150 gals including all the extra calls  
Hauled services made a total of 99,550 gals including all the extra calls  
There was only one tag served : 1. 9108 B Ptarmigan – Vehicle in way
- 9-20-2018      Water deliveries made a total of 109,750 gals including all the extra calls  
Hauled services made a total of 92,750 gals including all the extra calls  
There were two tags served : 1. 633 6<sup>th</sup> Ave – No fill pipe for service  
2. 790 YK Trailer – Trailer unavailable 2x
- 9-21-2018      Water deliveries made a total of 104,250 gals including all the extra calls  
Hauled services made a total of 115,200 gals including all the extra calls  
There was no tags served.
- 9-22-2018      Water deliveries made a total of 70,500 gals including all the extra calls  
Hauled services made a total of 67,650 gals including all the extra calls  
There were three tags served : 1. 436 B Tuppiluk – Vehicle in way  
2. 9427 A Ayaginar – Vehicle in the way  
3. 684 Willow – Dog (Unable to service)

**MEMORANDUM**

DATE: October 2, 2018  
TO: Peter Williams, City Manager  
FROM: John Sargent, Grant Manager  
SUBJECT: Grant Manager’s Report – October 9, 2018 Bethel City Council Meeting



**Grant Projects**

Jetty Repair

The jetty repair project was completed on time. I am preparing to apply \$913,000 worth of expenses to the City’s Wells Fargo bond (“bridge loan”). Once this application is made, I can prepare to close the USDA loan for the same amount.

Pinky’s Park Sports Field

Hydroseed was applied to the field and grass appears to be growing. Aside from an errant four-wheeler tearing up the field, the field should be ready for use in spring 2019.

**Community Action Grant**

The Committee received two grant applications during the August 24-31, 2018 open period, evaluated them during their meetings on September 5 and 12, and produced an AM for council consideration.

**Request for Bids/Proposals**

- Crushed Gravel – KNIK Construction won the bid at \$68/ton.

City of Bethel Grant Summary Fiscal Year 2018					
Preparing					
Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
USDA-RD	Water and Sewer grant and loan	6 water trucks; water & sewer piped construction project in The Avenues Area	Public Works	Ongoing	\$13,490,000

<b>Submitted in Fiscal Year 2018</b>					Most recent first
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts.</b>	<b>Date</b>	<b>\$ Grant \$ Match</b>
None of late					
<b>Approved in Fiscal Year 2018</b>					Most recent first
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts.</b>	<b>Date</b>	<b>\$ Grant</b>
AK Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Grant	Cyber Security Course for IT Director	Police, Fire	1/30/18	\$4,350 0
AK Dept. of Environmental Conservation-Div. of Water	Village Safe Water Program – Planning Project	Prelim. Engineering Report and Environmental Report for Sewer System in Bethel Heights	Public Works	4/20/18	\$75,000 0
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts.</b>	<b>Date</b>	<b>\$ Grant</b>
USDA-RD	Water and Sewer grant and loan	Sewer Lagoon Rehabilitation Project – Jetty Repair	Public Works	2017	\$3,332,358
AK Dept. of Transportation & Public Facilities, Transit Division	Community Transit Grant	Transit System Operations	Public Works – Transit	1/19/18	\$334,764
Rasmuson Foundation	Discretionary Grant	YK Fitness Center Operations & Mgmt.	Public Works	12/8/17	\$5,000 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	2/21/18	\$2,071,473 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	7/14/17	\$2,230,851 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	7/14/17	\$300,037 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	7/14/17	\$2,283,316 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	10/14/17	\$500,000 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Replace 5 lift station electric panels & replace lift station	Public Works	8/15/17	\$840,000 0
AK Div. of Homeland Security & Emerg. Mgmt.	State Homeland Security Pgm.	GIS Mapping, repeaters, ALERRT Training	Police Fire Planning	7/19/17	\$103,987

AK Public Entity Insurance	Safety Grant	Safety vests, jackets, ear plugs	Public Works	9/25/17	\$3,000 0 Closed
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**Not Approved in Fiscal Year 2018**

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant
AK Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Grant	Fire Responder Communications Tower, Police Dispatch Center consoles, servers, cybersecurity training	Police, Fire	1/30/18	\$707,473
AK Dept. of Environmental Conservation-Div. of Water	Village Safe Water Program – Planning Project	Update Preliminary Engineering Report and Environmental Report for A-B-C Water Loops in Bethel Heights	Public Works	4/20/18	\$25,000
State of Alaska	Capital Budget Request	Road Around H-Marker Lake	Public Works	2/9/18	\$2,000,000
State of Alaska	Capital Budget Request	Institutional Corridor Water Delivery System – Phase 2	Public Works	2/19/18	\$4,500,000
State of Alaska	Capital Budget Request	Water & Sewer Trucks	Public Works	2/19/18	\$3,618,098
State of Alaska	Capital Budget Request	Bethel Hgts. A & B Loops & New Kilbuck Lift Station	Public Works	2/19/18	\$17,504,390
State of Alaska	Capital Budget Request	Bethel Small Boat Harbor Bank Stabilization	Port	2/19/18	\$2,500,000



# CITY OF BETHEL

Post Office Box 1388  
 Bethel, Alaska 99559  
 Phone: 907- 543- 2047

TO: City Manager  
 FROM: Human Resources  
 SUBJECT: September Managers Report  
 DATE: 28 September 2018

Position	Number of Vacancies	(Average ) Days Vacant	Number of New Applications	Number Hired During Period	Number of Vacancies Remaining	Applicants in Review
Finance Director	1	NA	0	0	1	0
Driver – Hauled Utility	2	N/A	0	0	2	0
Firefighters/EM T	1	NA	1	1	1	0
Mechanic II	1	56	1	0	1	0
Water Plant Oper	1	NA	1	0	1	0
Acct Spec	1	0	0	0	1	0
Acct Clerk	1	11	3	0	1	3
Police Officer III	1	NA	0	0	1	0
Police Officer II	1	NA	0	0	1	0
<b>TOTALS</b>	<b>10</b>	<b>67</b>	<b>7</b>	<b>0</b>	<b>10</b>	<b>3</b>

We currently have 9 job positions with a total of 10 openings as follows:

Finance Director: Currently under review by Anchorage based talent management agency, Alaska Executive, in preparation for comprehensive vetting.

Hauled Utility Drivers: 0 applications received.

Firefighters: One candidate applied and accepted. Start date 8 Oct 2018.

Mechanic-II: 1 application received, did not meet MQ.

Water Plant Operator –1 application received (candidate simultaneously applied for Mech-II, above). Non-select as a result of interview.

Accounting Specialist: 1 current vacancy. 2 vacancies occurred as a result of terminations. PCN 13102 designated "hold" per the Asst Finance Director. One candidate internally promoted from Account Clerk to Accounting Spec.

Accounting Clerk – Vacant as a result of internal promotion. Vacancy announced 25 Sept, Close 1 Oct.

Police Officer III – New position as result of FY budget.

Police Officer II – New position as a result of FY budget.

James P. Harris  
Human Resources Manager



To: Pete Williams, City Manager  
From: Betsy Jumper, Planner  
Subject: Sept. Manager's Report  
Date: Oct. 1, 2018

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- Had a Planning Commission meeting on the 13th.
- Residential site plan applications processed this month include: 3) infill; 1) construct addition for mechanical room; Commercial site plan applications processed include 1) relocation of a cottage rental and placement of storage unit; 2) infill for placement of a private road.
- Research of property owners.
- Answer public's questions on miscellaneous topics.
- Research into City of Bethel property.
- Removal of junk cars in conjunction with Streets and Roads on City rights of way.
- Employee safety meetings.
- Minor replat process for lot split.

# Alaska Department of Environmental Conservation Monthly Discharge Monitoring Report (DMR)

CONTACT NAME: Pete Williams  
 MAILING ADDRESS: PO Box 388

FACILITY: BETHEL SEWAGE LAGOON  
 LOCATION: P.O. Box 1388  
 PO Box 1388

Bethel, AK 99559

PERMIT NUMBER: 9725DB005

MONITORING PERIOD: 9-1-2018

T/O

9-30-2018  
 NO DISCHARGE:

OUTFALL / Limit Set: 001

Parameter	Sample meas.	Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
		Average	Maximum		Minimum	Average	Maximum				
Biochemical Oxygen Demand (BOD5)	1 - Final Effluent 00310	*****	*****		*****	*****	45	mg/l		Weekly	Grab
pH	1 - Final Effluent 00400	*****	*****		6.5 instantaneous minimum	*****	*****	5. U.		Weekly	Grab
Total Suspended Solids	1 - Final Effluent 00530	*****	*****		*****	*****	70 monthly average	mg/l		Weekly	Grab
Coliform, fecal MF, M-FC broth, 44.5 C	1 - Final Effluent 31616	*****	*****		*****	*****	Report Monthly Average	cts/100 ml		3X Weekly	Grab
Flow	1 - Final Effluent 50050	*****	*****	report daily maximum	*****	*****	*****	GPD		Daily	Measured

COMMENTS: NO DISCHARGE FOR MONTH OF SEPTEMBER 2018

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

STAVAN AHLB

Construction water operator

TYPED OR PRINTED

I certify under penalty of law that this document and attachments were prepared under my direct supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

Stavan Ahlb

TELEPHONE

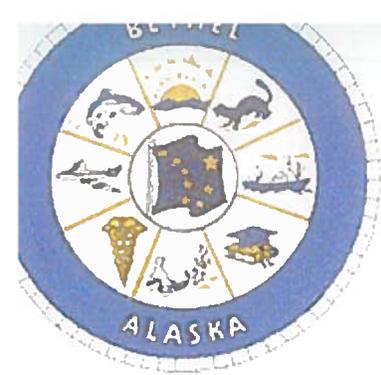
907 543-5024

DATE

10/18  
 Oct 1st

AREA | NUMBER

Y | M | D



# **BETHEL**

Box 1388

Bethel, Alaska 99559

Voice: 907-543-2310

Fax: 907-543-2311

TO: Peter Williams, City Manager  
FROM: Allen Wold, Port Director  
SUBJECT: September 2018 Managers Report

- **Small Boat Harbor**

- Fixing floats.
- Cleaning up drift along banks.
- Sold 560+ SBH permits.
- Pulling out sunken boats, notifying owners.
- Putting gravel on the North and South side of the SBH (8 loads total).
- The SBH season will close on Oct. 1. We will pull the floats out on Oct. 8.

- **City Dock/Beach 1**

- Last AML barge for the year.
- Using grader, compactor and the D-5 to knock down gravel (10 loads).
- Coast Guard Inspection.

- **Port Office**

- Property Maintenance checking on outlets and fire extinguishers.
- Filling out SDS for the office.
- Graveled the parking lot (4 loads).

- **Admin**

- Monthly Storage billing for customers.
- 2 more of our employees found other jobs. The one we trained to get their CDL went to Hauled Utilities.

- **Seawall**

- Consistent clean up. Landscaping along seawall.
- Graveling the pipes to prevent tripping hazards.

- **East Addition**

- STG 100% done with the BBSP.
- Fixing the cable fence along the seawall.
- Looking into ordering fencing for the property line.

- **Misc./Vehicles**

- Safety checks along the seawall.
- Safety Meetings.
- V&E fixing our trucks.

**Petro Port**

- 2.2 million gallons was offloaded at the Petro Port.

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# ***City Clerk's Report***

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# ***Executive Session***

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# *Additional Information*

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