



# City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

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**Regular City Council Meeting**

**Tuesday, November 8, 2016**

**6:30 P.M.**

**Council Chambers; Bethel, Alaska**



# City Council Meeting Agenda Regularly Scheduled Meeting November 8, 2016 – 6:30 pm City Hall 300 State Highway, Bethel, AK City of Bethel Council Chambers

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

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

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

Fred Watson  
Council Member  
Term Expires 2018  
545-3755  
[fwatson@cityofbethel.net](mailto:fwatson@cityofbethel.net)

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

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

Norman Ayagalria  
Council Member  
Term Expires 2018  
545-5759  
[nayagalria@alaska.edu](mailto:nayagalria@alaska.edu)

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

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

Patty Burley  
City Attorney

Mary Sattler  
Lobbyist

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
  - a) \*10-25-2016 Regular Meeting Minutes
  - b) \*10-26-2016 Special Meeting Minutes
  - c) \*10-28-2016 Special Meeting Minutes
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. UNFINISHED BUSINESS**
  - a) Public Hearing Of Ordinance 16-31: Amending Title 10, Chapter 3 Of The Bethel Municipal Code, Related To The Operation Of Snow Machines And ATV's On Bethel Roads (Mayor Robb)
  - b) Public Hearing Of Budget Ordinance 16-17 (b): Amending The FY 2017 Budget For E 911 Service (Acting City Manager Williams)
  - c) Public Hearing Of Budget Ordinance 16-17 (c): Amending The FY 2017 Budget For Janitorial Services At The Courthouse (Acting City Manager Williams)
  - d) AM 16-66 Authorizing Administration To Sign The Statewide Transportation Alternatives Program FY 2013-2016 Grant Agreement to accept Grant Funds To Construct A Gravel Trail (Acting City Manager Williams)
    - i. Alaska Transportation Alternative's Program Trail Grant (Acting City Manager Williams)
  - e) AM 16-70: Direct City Administration To Prepare And Submit An FY 2018 Alaska Community Transit Grant Application With \$80,580 Included From The City's Fiscal Year 2018 Budget As A Local Match (Acting City Manager Williams)
  - f) AM 16-73: Janitorial Cleaning Contract For Court House (Acting City Manager Williams)
  - g) AM 16-74: Directing Administration To Sign The Managed Services Agreement Between The City Of Bethel And ProComm Alaska For The Ongoing Maintenance of the Enhanced 911 System (Acting City Manager Williams)

Agenda posted on November 2, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

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

Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing November 22, 2016**)



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
November 8, 2016 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- h) Direct Administration To Look For Grant Funding And To Work With Federal And State Representatives And Tribal Entities To Help Obtain Grant Funding For Opiate Treatment In The Region (Vice-Mayor Maczynski)

**IX. NEW BUSINESS**

- a) \*Resolution 16-32: Establishing The City Of Bethel, State Capital Priority Request (Acting City Manager Williams)
- b) \*Introduction Of Budget Ordinance 16-17 (d): Costs Associated With The Bonds (Acting City Manager Williams)
- c) AM 16-76: Approving Administrations Use Of Hiring Incentives To Recruit Qualified Candidates To Critical Need Positions (Acting City Manager Williams)
- d) IM 16-08: Expiration of KYUK Internet Use and City Storage Agreement Signed February 2012 (Acting City Manager Williams)

**X. MAYOR'S REPORT**

**XI. MANAGER'S REPORTS**

**XII. CLERK'S REPORT**

**XIII. COUNCIL MEMBER COMMENTS**

**XIV. ADJOURNMENT**

Agenda posted on November 2, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

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

Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing November 22, 2016**)

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

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**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on October 25, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

**IV. PEOPLE TO BE HEARD**

- Eric Whitney – Supported Action Memorandum AM 16-66.
- Elizabeth Roll- Supported Action Memorandum AM 16-66.
- Gary Hanson- Supported the amendments to the all-terrain vehicle laws.
- Ira Flowers - Supported the amendments to the all-terrain vehicle laws.

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

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

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

**Removal from  
the Consent**

**Agenda:** Remove from the consent agenda Item B from New Business.

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Moved by: | Hoffman

**Primary Amendment:** Move Item D under Unfinished Business, AM 16-70 to follow the Executive Session.

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

**Main Motion:** Move Item H under New Business to the First Item of business New Business.

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

**Removal from  
the Consent**

**Agenda:** Remove from the consent agenda Item A from New Business.

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Moved by: | Welch

**VI. APPROVAL OF THE MEETING MINUTES**

**Item A** – 10-11-2016 Regular Meeting Minutes.

*Passed on the consent agenda.*

**Item B** -10-17-2016 Special Meeting Minutes

*Passed on the consent agenda.*

**Item C** - 10-18-2016 Special Meeting Minutes

*Passed on the consent agenda.*

**VII. REPORTS OF STANDING COMMITTEES**

**Public Safety and Transportation Commission –**

Council Representative, Norman Ayagalria–

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

**Port Commission –**

Council Representative, Alisha Welch–

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

**Planning Commission –**

Council Representative, Nikki Hoffman –  
Consideration of Conditional use

**Parks and Recreation Committee –**

Council Representative, Fred Watson–

**Finance Committee –**

Committee Representative Jon Cochrane –Stated the Committee is working hard on the City’s sales tax rewrite as well as a closer review of the City’s financial base.  
Committee Representative, Carol Ann Willard – Thanked the Committee/Commission members for all of their hard work.

**Energy Committee –**

Council Representative, Rick Robb –  
A meeting has not been held since the last City Council Meeting.

**Public Works Committee –**

Council Representative, Byron Maczynski –  
A meeting has not been held since the last City Council Meeting.

**Marijuana Advisory Committee –**

Council Representative, Byron Maczynski–  
A meeting has not been held since the last City Council Meeting.

**VIII. SPECIAL ORDER OF BUSINESS**

**Item A –** Diabetes Awareness Proclamation

**Item B -** Extra Mile Day Proclamation Recognizing The City Of Bethel Volunteers.

**IX. UNFINISHED BUSINESS**

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

*Mayor Robb Opened the Public Hearing.  
Ira Flowers, questioned the Council on particular laws related to the adoption of the ordinance.*

*Gary Hanson, questions the process for the petition submitted to the City Clerk's Office.*

*Mayor Robb Closed the Public Hearing.*

<b>Main Motion:</b>	Adopt Ordinance 16-31.
Motion:	Maczynski
Seconded by:	Hoffman
Action:	Postponed
<b>Primary Amendment:</b>	Amend 10.03.050 Snow Machine and ATV Driver Qualifications to insert "5. The number of passengers is restricted to factory made restrictions."
Motion:	Welch
Seconded by:	Maczynski
Action:	Motion does not carry by a vote of 3-4
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Ayagalria
<b>Primary Amendment:</b>	10.03.050 Snow Machine and ATV Driver Qualifications, to amend A. 1. to strike "minor" and insert "must" after operator.
Motion:	Hoffman
Seconded by:	Albertson
Action:	Motion does not carry by a vote of 3-4
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Ayagalria
<b>Primary Amendment:</b>	Amend 10.03.030 Operation of Snow Machines A. 3. To strike "and proof of insurance must be presented upon demand."
Motion:	Ayagalria
Seconded by:	Maczynski
Action:	Motion does not carry by a vote of 0-7
In favor:	0
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria
<b>Secondary Amendment:</b>	Amend the amendment to strike under 10.03.040 A. 3. "and proof of insurance must be presented upon demand."
Motion:	Ayagalria
Seconded by:	Maczynski
Action:	Motion does not carry by a vote of 0-7
In favor:	0
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria

**Subsidiary**

**Motion:** Suspend the rules to hear from the Chief of Police Andre Achee.

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

**Primary Amendment:** Amend 10.03.040 Operation of all-terrain vehicles to insert subsection 7. The operator must have a valid driver's license.

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Motion: Hoffman  
Seconded by: Welch  
Action: Motion carries by a vote of 4-3  
In favor:  Maczynski  Albertson  Hoffman  Welch  
Opposed:  Robb  Watson  Ayagalria

**Main Motion:** Postpone.

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

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

*Mayor Robb Opened the Public Hearing.  
No one present to be heard.  
Mayor Robb Closed the Public Hearing.*

**Main Motion:** Adopt Ordinance 16-32.

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

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

*Mayor Robb Opened the Public Hearing.  
No one present to be heard.  
Mayor Robb Closed the Public Hearing.*

**Main Motion:** Adopt Ordinance 16-33.

---

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

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

*Mayor Robb Opened the Public Hearing.  
No one present to be heard.  
Mayor Robb Closed the Public Hearing.*

**Main Motion:** Adopt Ordinance 16-34.

---

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

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

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

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

Insert a whereas statement "The City of Bethel fully supports the State of Alaska's efforts in the Airport Expansion as long as it includes the complete streets requirements."

**Main Motion:**

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

**Secondary Motion:**

The City of Bethel Council supports the State of Alaska efforts in the airport expansion as long as it includes the requirements set forth in the complete streets ordinance.

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

**Secondary Amendment:**

Amend to insert a Whereas statement "The City of Bethel, City Council supports the State of Alaska's efforts to implement improvements at the Bethel Airport that do not disturb or access the City's Cemetery or Alaska Territorial Guard Park, located as a "potential materials site" on the State of Alaska Department of Transportation and Public Facilities Bethel airport Improvements Area of Potential Effects map dated 7-28-2016 and if the State of Alaska Department of Transportation complies in the City's Bethel Municipal Code 12.05, Complete Streets."

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

**Secondary Amendment:**

Amend the Now Therefore be it Resolved statement to read "The City of Bethel, City Council supports the State of Alaska's efforts to implement improvements at the Bethel Airport that do not disturb or access the City's Cemetery or Alaska Territorial Guard Park, located as a "potential materials site" on the State of Alaska Department of Transportation and Public Facilities Bethel airport Improvements Area of Potential Effects map dated 7-28-2016 and if the State of Alaska Department of Transportation complies in the City's Bethel Municipal Code 12.05, Complete Streets."

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

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

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

**Main Motion:** Motion to adopt AM 16-66 was made at the September 27, Council Meeting.

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

**Main Motion:** Postpone.

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Motion: Welch  
 Seconded by: Maczynski  
 Action: Motion carries by a vote of 4-3  
 In favor:  Albertson  Watson  Hoffman  Welch  
 Opposed:  Ayagalria  Robb  Maczynski

**X. NEW BUSINESS**

*Vice-Mayor Maczynski departed the meeting at 9:30p*

**Item H** - Establishing The City Of Bethel, State Capital Priority Request.

**Item A** – Introduction Of Budget Ordinance 16-17 (b): Amending The FY 2017 Budget For E 911 Service.

**Main Motion:** Introduce Budget Ordinance 16-17 (b).

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Motion: Hoffman  
 Seconded by: Welch  
 Action: Motion carries by a vote of 6-0  
 In favor:  Robb  Albertson  Watson  Hoffman  Welch  Ayagalria  
 Opposed:  $\emptyset$

**Item B** – Introduction Of Budget Ordinance 16-17 (c): Amending The FY 2017 Budget For Janitorial Services At The Courthouse.

**Main Motion:** Introduction of Budget Ordinance 16-17 (c).

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Motion: Hoffman  
 Seconded by: Ayagalria  
 Action: Motion carries by a vote of 6-0  
 In favor:  Robb  Albertson  Watson  Hoffman  Welch  Ayagalria  
 Opposed:  $\emptyset$

**Item C – AM 16-71: Take Home Vehicle Policy.**

**Main Motion:** Adopt AM 16-71.

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

**Item D – AM 16-72: Approving The Appointment Of Juan Delgado To The Energy Committee For A Term Of Three Years.**

*Passed on the consent agenda.*

**Item E – AM 16-73: Janitorial Cleaning Contract For Court House.**

**Main Motion:** Approve AM 16-73.

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Motion:	Welch
Seconded by:	Hoffman
Action:	Postponed

**Main Motion:** Postpone

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

**Item F - AM 16-74: Directing Administration To Sign The Managed Services Agreement Between The City Of Bethel And ProComm Alaska For The Ongoing Maintenance of the Enhanced 911 System.**

**Main Motion:** Adopt Ordinance 16-74.

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Motion:	Welch
Seconded by:	Hoffman
Action:	Postponed

**Main Motion:** Postpone

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Motion:	Ayagalia
Seconded by:	Watson

Action: | Motion carries by a vote of 6-0  
 In favor: |  Robb  Albertson  Watson  Hoffman  Welch  Ayagalria  
 Opposed: |  $\emptyset$

**Item G** - AM 16-75: Direct Administration to prioritize the enforcement of ATV and snow-machine laws and to encourage police office discretion when enforcing these and other related laws.

**Main Motion:** Postpone

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Motion: | Ayagalria  
 Seconded by: | Hoffman  
 Action: | Motion carries by a vote of 3-3  
 In favor: |  Robb  Albertson  Watson  Hoffman  Welch  Ayagalria  
 Opposed: |  $\emptyset$

**Main Motion:** Approve AM 16-75.

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Motion: | Ayagalria  
 Seconded by: | Watson  
 Action: | Motion does not carry by a vote of 3-3  
 In favor: |  Robb  Watson  Ayagalria  
 Opposed: |  Albertson  Hoffman  Welch

**Subsidiary**

**Motion:** Extend the meeting past 11:00p

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Motion: | Welch  
 Seconded by: | Hoffman  
 Action: | Motion carries by a vote of 6-0  
 In favor: |  Robb  Albertson  Watson  Hoffman  Welch  Ayagalria  
 Opposed: |  $\emptyset$

**Main Motion:** Call the Question

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Motion: | Welch  
 Seconded by: | Hoffman  
 Action: | Motion does not carry by a vote of 3-3  
 In favor: |  Hoffman  Welch  Albertson  
 Opposed: |  Robb  Watson  Ayagalria

**Item I** - Administrative Leave Request For City Clerk November 1-3, 2016 Personal Leave Request October 28.

*Passed on the consent agenda.*

**Item J** - Direct Administration To Look For Grant Funding And To Work With Federal And State Representatives And Tribal Entities To Help Obtain Grant Funding For Opiate Treatment In The Region.

**Main Motion:** Postpone.

---

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

**XI. MAYOR’S REPORT**

**XII. MANAGER’S REPORT**

**XIII. CLERK’S REPORT**

**XIV. COUNCIL MEMBER COMMENTS**

Mayor Richard Robb –  
Encouraged people to be safe on the ice.

Council Member Albertson –  
Apologize for not being at the meeting in person.

Council Member Norman Ayagalria –

Council Member Fred Watson –  
Thanked the volunteers within the city and the community for their hard work and dedication.

Council Member Nikki Hoffman –  
Thanked Lt. Governor Byron Mallott for his presents in Bethel Alaska.

Council Member Alisha Welch –  
No comment.

**XV. EXECUTIVE SESSION**

**Item A** – AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity: Legal Liability For The Transit System.

**Main Motion:** Move into Executive Session AS 44.62.310 (C) 1: Matters, The

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Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity: Legal Liability For The Transit System Members, Acting City Manager Williams and City Clerk, Strickler.

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

*Council went back on the record at 12:01a.*

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

**Main Motion:** Motion to approve was made at the October 11, Regular Meeting.

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Motion:	Hoffman
Seconded by:	Welch
Action:	Postpone

**Main Motion:** Postpone

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

## **XVI. ADJOURNMENT**

**Main Motion:** Adjourn.

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

*Council adjourned at 12:02 a.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on October 26, 2016 at 6:30pm in the Council Chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

**IV. PEOPLE TO BE HEARD**

**V. APPROVAL OF THE AGENDA**

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

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

**VI. UNFINISHED BUSINESS**

**Item A-** Discussion With City Manager Candidate Bernie Brown.

**VII. EXECUTIVE SESSION**

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

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

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

**VIII. ADJOURNMENT**

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

*Council Adjourned the meeting at 8:28p.*

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

ATTEST:

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

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on October 28, 2016 at 6:30pm in the Council Chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

**IV. PEOPLE TO BE HEARD**

**V. APPROVAL OF THE AGENDA**

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

Motion:	Welch
Seconded by:	Albertson
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Welch
Opposed:	∅

**VI. UNFINISHED BUSINESS**

**Item A-** Discussion With City Manager Candidate Bernie Brown.

**VII. EXECUTIVE SESSION**

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

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

<b>Main Motion:</b>	
Motion:	Welch
Seconded by:	Albertson
Action:	Motion carries by a vote of 4-0
In favor:	
Opposed:	ϕ

**VIII. ADJOURNMENT**

<b>Main Motion:</b> Adjourn.	
Motion:	Watson
Seconded by:	Welch
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson
Opposed:	ϕ

*Council Adjourned the meeting at 1:08p.*

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

ATTEST:

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

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# ***Reports of Standing Committees***

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# City of Bethel, Alaska

## Public Works Committee Minutes

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October 19, 2016

Regular Meeting

Bethel, Alaska

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### **I. CALL TO ORDER:**

Due to the lack of quorum there was no regular meeting held on October 19, 2016

### **II. ROLL CALL:**

The following were present: Robert Champagne

Excused absence(s): Jennifer Dobson, Scott Guinn, Byron Maczynski, Josphe Klejka

Unexcused absent: Delbert Egoak

Also Present:

Public Works Director, Muzaffar Lakhani

Committee Recorder, Pauline Boratko

Meeting adjourned at 6:42 pm due to lack of quorum.

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

\_\_\_\_\_  
Pauline R. Boratko  
Recorder of Minutes

\_\_\_\_\_  
Robert Champagne  
Committee Member

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# ***Special Order of Business***

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# ***Unfinished Business***

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Introduced by: Mayor Richard Robb  
Introduction Date: October 11, 2016  
Public Hearing: October 25, 2016  
November 8, 2016

Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10.03.10 Definitions.**

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

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

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

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

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

Introduced by: Mayor Richard Robb  
Introduction Date: October 11, 2016  
Public Hearing: October 25, 2016  
November 8, 2016

Action:  
Vote:

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

**10.03.030 Operation of Snow Machines.**

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

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

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

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

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

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

6. The speed limit in a parking lot or an area congested with pedestrians is 5 miles per hour.
7. The operator must have a valid driver's license.

**10.03.050 Snow Machine and ATV Driver qualifications**

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

**10.03.060 Penalties**

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

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

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

ATTEST:

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

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

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

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

Action:  
 Vote:

**CITY OF BETHEL, ALASKA**

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

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

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

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

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

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

Change to E-911

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

**TOTAL CHANGE TO OVERALL CITY BUDGET**

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

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

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

ATTEST:

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

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



## CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

# Memorandum

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

---

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

---

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

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

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

Peter Williams, Acting City  
 Introduced by: Manager  
 Introduction Date: October 25, 2017  
 Public Hearing: November 8, 2016

Action:  
 Vote:

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

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

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

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

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

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

Change to Janitorial Court Complex

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

**TOTAL CHANGE TO OVERALL CITY BUDGET**

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

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

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

ATTEST:

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

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



## CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

# Memorandum

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

---

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

---

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

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

The budget modification reflects the change.

## City of Bethel Action Memorandum

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

### Action Title

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

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

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

Amount of fiscal impact:		Account information:
<input checked="" type="checkbox"/>	No fiscal impact	\$319,999 grant funding
<input type="checkbox"/>	Funds are budgeted for.	
<input type="checkbox"/>	Funds are not budgeted. Budget modification is required.	

### Summary Statement

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

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

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

A map of the proposed trail is attached.

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

## CITY OF BETHEL

### Resolution # 16-22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

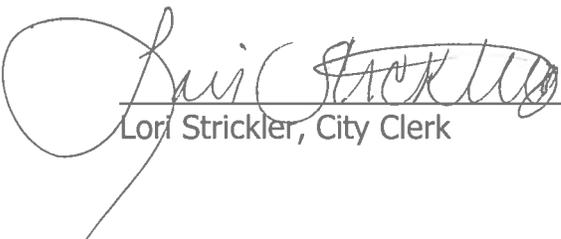
**WHEREAS,** the deadline to prepare and submit a grant application is June 30, 2016;

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

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

  
Richard Robb, Mayor

ATTEST:

  
Lori Strickler, City Clerk



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

**CITY OF BETHEL CITY COUNCIL INFORMATIVE MEMORANDUM**

---

TITLE: Alaska Transportation Alternatives Program Trail Grant

Agenda Introduction Date: October 25, 2016

Originator: John Sargent, Grant Manager

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

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

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

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

Attachments: None.

**SUMMARY STATEMENT:**

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

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

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

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

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

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

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

# City of Bethel Action Memorandum

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

## Action Title

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

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

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

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

## Summary Statement

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

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

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

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

**GENERAL INFORMATION**

Agency Legal Name: City of Bethel DUNS#: 082508458

Primary Contact\*: John Sargent Title Grant Manager

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

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

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

**PROJECT REQUEST(S)**

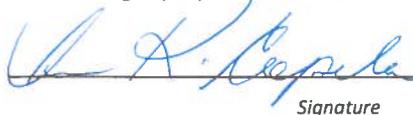
Match rates: Public Transit - Admin (90.97/9.03), Operating (56.86/43.14), Capital (90.97/9.03)  
Human Services - Operating Assistance (50/50), Purchase of Services (80/20), Capital (80/20)

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

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

**Ann K. Capela**

Name: Agency Representative authorized to sign on behalf of Agency

  
Signature

**City Manager**

Title

**8/24/2016**

Date

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

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

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

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

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

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

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

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

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

Name \_\_\_\_\_

Name \_\_\_\_\_



# City of Bethel

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

907-543-1386

Fax # 543-1388

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

To: Bethel City Council Members

From: Bill Ferguson, Transit Manager

Subject: FY 2018 Alaska Community Transit Grant Application

Date: September 26, 2016

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

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

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

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

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

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

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

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

# City of Bethel Action Memorandum

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

**Action Title**

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

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

**Attachment(s)**

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

**Summary Statement**

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
COURTHOUSE CLEANING SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_\_day of October 2016, by and between the CITY OF BETHEL (a municipal corporation) and KAGISTA JANITORIAL SERVICES, (a Partnership licensed to do business in the State of Alaska and City of Bethel).

**Section 01 Definition**

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Contractor" means Kagista-Janitorial Services.

**Section 02 Employment of Contractor**

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

**Section 03 Scope of Services**

Contractor agrees to perform Janitorial services at the City's Courthouse Complex building (also known as the Nora Guinn Courthouse Building) (hereinafter the "Premises"), located at 204 Chief Eddie Hoffman Highway, Bethel, Alaska. A map of the location and areas to be cleaned are attached hereto as Exhibit A.

The services to be performed by Contractor are, at a minimum, as follows:

3.01 Daily Services

- Empty and wipe clean all wastebaskets, including shredders;
- Collect all trash and dispose of off premises;
- Sweep and pick up dirt on hard floors (halls, lobbies, bathrooms, etc.). Tile floors are to be swept with a yarn broom or a dust mop treated with polyethylene glycol or a similar non-injurious material;
- Vacuum all carpets
- Dusts all visible surfaces of furniture, fixtures, and equipment as high as can be reached while standing on the floor;
- Mop or scrub bathroom floors;
- Clean all plumbing fixtures;
- Disinfect all toilets/urinals and damp wipe all dispensers (paper towels, toilet paper, etc.);
- Remove all fingerprints and smudges from walls, woodwork and glass surfaces;
- Provide and maintain adequate supplies of toilet paper, paper towels, toilet seat covers, soap and other essentials;

- Clean and disinfect all drinking fountain handles and water spouts;
- Maintain entry mats in a clean, dirt-free and functional condition; and
- Police sidewalks and parking areas by collecting and removing all unsuitable trash and discarded materials.

### 3.02 – Weekly Services

- Damp mop all waxed floors and machine buff to remove traffic marks and restore luster of wax.
- Clean all tile walls and partitions in restrooms

### 3.03 – Monthly Services

Remove all wax from floors by mopping or scrubbing with a synthetic detergent or wax remover, rinse thoroughly and apply good skid resistant wax of a type recommended by floor tile manufacturers. When wax is dry, machine buff to smooth sheen.

*No section in these specifications shall be construed to permit any floor area to become excessively worn or under-maintained. All floors must be maintained at a high gloss state at all times if tiled or linoleum or vacuumed if carpeted.*

### 3.04 – Quarterly Services (January, April, July and October)

- Shampoo carpets.
- Wash windows and glass, inside and outside, leaving no streaks or unwashed places. Wipe water spots from sills and frames. Window washing should occur at approximately equal intervals of time, weather conditions permitting.
- Clean air vents and base boards, clear of all dust, dirt and grime.

### 3.05 – Semi Annually (February and July)

- ✓ Dust venetian blinds or vacuum drapes as may be the case, overhead pipes or vents, moldings, etc., that must be reached by ladder.
- ✓ Dust or wash light fixtures as appropriate for greatest light efficiency.

### 3.06 – As Necessary

- ❖ Replace burned out bulbs (City to furnish replacement bulbs).

### 3.07 – Backup Supplies

- Maintain a limited supply of toilet paper and other essential supplies on-site in a location to be designated by the Clerk of Court.

***Contractor is solely responsible for providing all labor, equipment, supplies and materials necessary to accomplish the services set out in this Contract. Only standard, commercial grade products, supplies, equipment, paper goods and materials may be used.***

**Section 04 Quality of Work.** Contractor will conduct the agreed upon tasks diligently and professionally, consistent with standards set forth in the industry.

## **Section 05 Inspection**

Contractor and City will inspect the work on the last business day of each month at 8:30 am. Contractor and City will each review the checklist attached herein as Exhibit B to ensure all work performed by Contractor is being performed in a satisfactory matter. Any deficiencies shall be addressed at this time.

The monthly inspection requirement shall not preclude the City's ability to notify Contractor of any deficiencies at times other than the monthly inspection. Any deficiencies will be handled as set out in Section 11 of this Agreement.

## **Section 06 Building Security.**

Contractor will lock all outside doors at all times except when the building is normally open to the public. Interior building doors will remain locked except while work in the immediate area in is progress. All doors (interior and exterior) will be locked when Contractor leaves the building.

Contractor must use safe practices at all times. Accepted safe practices includes, but is not limited to, turning off unnecessary lights; inspecting the area for fire hazards and taking corrective action to notify of any fire hazards; and closing/locking all outside doors and windows.

Contractor shall appoint a supervisor responsible for inspecting the entire building each work day to ensure that all work is complete and necessary doors are locked and unnecessary lights are turned off.

## **Section 07 Personnel**

Personnel shall be limited to those of Kagista-Janitorial Services only. No subcontractors will be allowed without the written consent of the City.

### 7.01 – Background Checks/Security Clearance

All Contractor personnel must undergo a security check prior to commencing work at the Premises. All costs associated with the security check are the sole responsibility of the Contractor. Security checks are performed at the Alaska State Trooper's Office in Bethel by appointment only. *Contractor may not allow any employee who has not previously passed a security check to work on the Premises. Contractor may not employ any person, even if they have previously passed a security check, if they have been or are later convicted of ANY felony or ANY crime involving moral turpitude. If in doubt about qualifications, Contractor should consult with City.*

A copy of the security clearance for each employee must be provided to the City prior to each employee commencing work on the Premises. For those already employed by Contractor, a copy of the security clearance must be provided within thirty (30) days of the signing of this Contract.

## 7.02 – Confidentiality

The business of the Alaska Court System is confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business is essential to the court's functions. Additionally, records relating to personnel issues, procurement proceedings, internal policy discussions, and other administrative issue are also confidential. All principals, officers, and employees of Contractor working in the Premises agree to keep confidential any and not disclose any information observed or overheard while on the Premises.

Contractor agrees that all of Contractor's personnel working on the Premises will complete and submit a Confidentiality Agreement, a sample copy of which is attached hereto as Exhibit C. Contractor agrees that any violation of the Confidentiality Agreement may mean a permanent removal of that person from the Premises.

## **Section 08 Hours of Performance**

Contractor's services are to be performed Monday through Thursday between the hours of 5:30 pm and midnight. On weekends, Contractor may perform the services either between 1:00 pm and midnight on Friday or between 5:30 pm and midnight on Saturday or Sunday.

Contractor is responsible for scheduling all Quarterly and Semi-Annual work with the Clerk of Court for the Bethel Courthouse (907-543-1105) prior to scheduling such work.

## **Section 09 Term of Contract**

This is a one-year agreement beginning October 26, 2016 and ending October 25, 2017 earlier terminated as hereinafter provided.

## **Section 10 Compensation**

A. Subject to the provisions of this Agreement, the City shall pay the Contractor a fixed rate of Five Thousand One Hundred Eighteen Dollars and fifty cents per month no later than the 10<sup>th</sup> day of each month.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to the Contractor in connection with performance of agreed upon duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the City.

C. Total compensation under this Agreement shall not exceed SIXTY-ONE THOUSAND FOUR HUNDRED TWENTY-TWO (\$61,422) Dollars without the express written authorization of the City.

## **Section 11 Complaints**

City will appoint representative to serve as the point of contact for both the Courthouse and the Contractor. Any complaints or concerns by either Contractor or courthouse personnel shall be directed to the City's representative.

In the event City receives a complaint regarding inadequate service, the City's representative will contact Contractor and both will go inspect the complaint on the same day it is received. If the complaint is found to be valid, Contractor shall be given twenty-four (24) hours to correct the matter. If Contractor fails to correct the matter within the twenty-four (24) hour timeframe, the City may hire another firm or may use its own personnel to correct the matter. Costs incurred by the City will be deducted from any amounts due and owing to Contractor.

More than two (2) substantiated complaints in a thirty (30) day period and/or more than five (5) substantiated complaints in a six (6) month period shall be considered a breach of this Agreement and will be ground for termination of this Contract for cause.

## **Section 12 Termination of Agreement for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five calendar (5) days before the effective date of such termination. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with Section 3 of this Agreement and the other terms of this Agreement.

## **Section 13 Termination for Convenience**

Either party may terminate this Agreement at any time and for any reason whatsoever upon providing at least thirty (30) days prior written notice to the non-terminating party.

## **Section 14 Modifications**

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

## **Section 15 Equal Employment Opportunity**

The Contractor will not discriminate against any party because race, creed, color, religion, gender, sex, gender identity, sexual orientation, age, national origin or ancestry, marital status, change in marital status, physical or mental disability, political affiliation, genetic information, pregnancy, parenthood, status as a disabled veteran, or any other status or condition protected under federal, state and local laws.

## **Section 16 Assignability**

A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior

written consent of the City, thereto; provided, however that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Contractor.

B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

### **Section 17 Contractor to Remain in Good Standing**

If at any time during the term of this Contract, Contractor becomes delinquent in the payment or collection of sales taxes, fees, charges or penalties, interest, or other amounts due or owing to the City, the City shall provide notice of termination of this Agreement for Cause. It is against both the City Code and the City policy to conduct business with any entity that is not in good standing with the City.

### **Section 18 Permits, Laws and Taxes**

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

### **Section 19 Relationship of the Parties**

In the performance of services under this Agreement, the Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of the City. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to City under this Agreement. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor.

### **Section 20 Agreement Administration**

The On-Call Maintenance Worker for the City will be the representative of the City administering this Agreement.

**Cell Phone Number: (907) 545-4242**

Carl Hoffman will be the representative for Kagista-Janitorial Services.

Cell Phone Number: 907-545-8402

### **Section 21 Defense and Indemnification**

The Contractor shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Contractor under this Agreement. The Contractor shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent

negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "City," as used within this article, include the employees, agents and other Contractors/contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

## **Section 22 Interpretation and Enforcement**

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

## **Section 23 Contractor Insurance**

At all times during the duration of this Contract, Contractor agrees to maintain the following minimum insurance coverage/limits:

- A. Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- B. Commercial Auto Liability: covering all vehicles used by the Contractor in the performance of services under this Agreement with minimum coverage of \$300,000, combined single limit per occurrence.
- C. Worker's Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including, but not limited to, Federal U.S.L.&H. and Jones Act requirements. The policy must waive subrogation against the City.
- D. The City of Bethel shall be additional insured on a primary/non-contributory basis under each policy required to be maintained. Such additional insured endorsement shall also include a Waiver of Subrogation.

## **Section 24 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.

## **Section 25 Understanding**

The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

**Section 26 Notices**

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City of Bethel  
Attn: City Manager  
PO Box 1388  
Bethel AK 99559  
Fax: (907) 543-1394

Additional Notice to: City of Bethel Legal Department  
PO Box 1388  
Bethel AK 99559-1388  
Fax: (907) 543-2936

Contractor: Kagista Janitorial Services  
Attn: Carl J. Hoffman  
PO Box 2064  
Bethel AK 99559-2064

CITY OF BETHEL

KAGISTA-JANITORIAL SERVICES

\_\_\_\_\_  
By: Peter Williams  
Title: Acting City Manager  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Carl J. Hoffman  
Title: Partner  
Dated: \_\_\_\_\_

- Exhibits:
- A – Map depicting areas to be cleaned
  - B – Sample inspection checklist
  - C – Sample Confidentiality Agreement

**CHECKLIST  
COURTHOUSE CLEANING**

**DAILY**

	Wastebaskets empty and wiped clean
	Shredders empty with new bags
	Trash collected and disposed in dumpsters
	Floors swept or vacuumed as needed
	Visible surfaces (except desks) dusted
	Bathrooms Cleaned
	Mop or scrub bathroom floors
	Supplies stocked: toilet paper; paper towels, etc.
	Fingerprints, smudges, etc., removed from walls and surfaces
	Drinking Fountain handles and spouts clean
	Sufficient back-up supplies on hand (toilet paper, paper towels, trash bags, etc.)
	Check for/replace burned-out bulbs
	<b>WEEKLY</b>
	Floors free of traffic marks
	Floors waxed and machine buffed

**MONTHLY**

	Item	Scheduled	Completed
	Wax removed		
	New wax applied		

**QUARTERLY (January, April, July & October)**

	Item	Scheduled	Completed
	Carpets Shampooed		
	Windows Washed		
	Air Vents Cleaned		
	Baseboards Cleaned		

**SEMI-ANNUALLY (February and July)**

	Item	Scheduled	Completed
	Venetian Blinds Dusted		
	Light Fixtures dusted/washed		

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

# City of Bethel Action Memorandum

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

**Action Title**

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

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

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

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

**Summary Statement**

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

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

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

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

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

---

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

1 message

---

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

Thu, Oct 6, 2016 at 3:02 PM

Hello Mr. Sargent,

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

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

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

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

Tim

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

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

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

**VESTA**<sup>®</sup>

NG9-1-1 CALL HANDLING  
LAND MOBILE RADIO  
NOTIFICATION

 **AIRBUS**  
DEFENSE & SPACE

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

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

CRITICAL MATTERS<sup>®</sup>

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



## 9-1-1 Equipment MONITORING

## Network MONITORING

## Virus PROTECTION

## Patch MANAGEMENT

## Disaster RECOVERY

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

### PATCH MANAGEMENT

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

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

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

### DISASTER RECOVERY

#### For NG9-1-1

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

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

## BENEFITS

### VISIBILITY/

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

### PEACE OF MIND/

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

### ENHANCED OPERATIONS/

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

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

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

# **E911 MANAGED SERVICES**

## **V5**

Proposal to

**City of Bethel**

Presented by

**ProComm Alaska  
LLC**

# 1. MANAGED SERVICES

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

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

This Managed Services proposal contains 2 Exhibits:

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

## 1.1 PROGRAM FEATURES:

1. **PROGRAM PLANNING** – *Readiness* requires planning. A well planned program anticipates the requirements of major scenarios and has planned and prepared a response. This includes communications programs.
2. **PERIODIC INSPECTION AND MAINTENANCE** to ensure the equipment operates optimally, thorough periodic inspections, and cleaning will be conducted and reported as planned. This proposal recommends and provides pricing for one onsite inspection of the covered equipment throughout the contract period of 12 months in Bethel.
3. **PERIODIC MAINTENANCE REPORTS** – Based upon the Department’s specific equipment and readiness plan, reports will be created that communicate both technical performance results, lay-person summaries, and recommendations. It is essential that these reports effectively communicate:
  - the exact state of readiness of each component of the system,

- essential maintenance requirements (those that must be done immediately to prevent eminent failure),
- deferred maintenance requirements (those that should be planned and executed in a future timeframe),
- Maintenance Program issues and recommendations.

Inspection and maintenance will be conducted ONLY on equipment included in Exhibit B: Subject Equipment & Software and equipment added in written supplement throughout the year.

4. **SOFTWARE SUPPORT.** This program is intended to maintain the software that the City has purchased and which is in operation as of the effective date. Maintaining software often includes version fixes and updates to the Software listed in Exhibit B: Subject Equipment & Software. Upgrades to new software versions are not included in this Agreement (i.e. Windows 7 would be updated or bugs fixed by Microsoft via Windows 7.1, 7.2, etc. but the user is not entitled to the new Windows 8 program at no additional charge). These software and firmware enhancements to the City's current version of software, as they are developed by Airbus DS, are included in the program as described below:

- **Application Software and Firmware Program Fixes.** Application software and firmware fixes are defined as resolutions to defects in the application software or firmware product that affect the ability of the program to function. These fixes, if they are required, will be applied to the system by Airbus DS or will be applied by PCA in a site visit for that purpose. The program fix will be available only within the current release of the product and subsequently will be incorporated into future software or firmware program updates.
- **Application Software and Firmware Program Updates.** Application software and firmware program updates are defined as minor enhancements to the already purchased product feature / functionality set. A product change is classified as minor, in the discretion of Airbus DS Communications, based upon the impact of the change to the core functionality of the product. Customer will be notified by PCA of all application software and firmware program updates which occur within the term of the Support Program. **PCA shall then order the update at no additional charge** provided that the Support Program is in effect. Application software and firmware program updates will be applied to the system during the annual preventive maintenance inspection unless the City desires an earlier deployment and agrees to pay all travel related expense above the contract. To distinguish which updates have been applied, a change in the two numbers following the decimal point within the product version number constitutes an application software program update (for example a change from product version 1.10 to 1.20, or 2.11 to 2.12, or 3.20 to 3.30 et. al. will represent an application software program update). A change from PSC15 version A to PSC15 version B will represent a firmware program update.

**5. REMOTE MONITORING.** Problem Diagnostics and Resolution. Airbus DS Communications technical support personnel will monitor software performance 24/7/365 and correct issues that can be managed remotely. Because of the complexity of how the application interfaces with circuits, other devices, and applications it is sometimes necessary to employ onsite support for complete resolution. Airbus DS will contact PCA in the event of an issue that cannot be resolved remotely. PCA will contact the City on-site professional to work through possible first echelon steps to resolve the issue. If not resolution can be achieved or there is a risk to system continuity if action is taken, PCA will schedule immediate transit to Bethel and coordinate Airbus.

**6. TELEPHONIC RESPONSE.**

**Telephone Support Procedures:**

- Call ProComm Alaska Help Desk at 800-478-9191 and follow the prompts.
- Provide the Contract Number that appears on your Managed Services Agreement

To expedite a response, please be prepared to provide the following information:

- Caller's contact number
- Severity of the problem
- Description of the problem
- When the problem first occurred
- Operational impact of the problem
- How often the problem is occurring
- What other problems are occurring at the site

**7. ANNUAL TRAINING OF ONSITE PERSONNEL** – To assist the City of Bethel in containing the costs of maintaining high tech systems in a remote location, PCA has developed a training program that prepares selected City personnel to perform some functions as they are directed by PCA Engineers. These functions are referred to as first echelon tasks and are NOT to be performed unless the trainee has been directed by PCA in real-time to do so. Care must be taken to ensure that conditions are in place to ensure the appropriateness of the task in the present circumstances for safe implementation. Any action taken by city personnel without the real-time direction of PCA could jeopardize the operation of the system. All costs related to the independent acts of City personnel will be the responsibility of the City as a separate purchase order.

**8. DISPATCH SERVICES** – If first echelon procedures have been *directed and performed by the City's trained On-site personnel* and/or it is determined an Onsite response is necessary, this feature dispatches a Technician or Engineer on the first available flight to Bethel (24/7/365) to restore covered infrastructure. Requested service that exceeds the scope of the program or is requested for equipment *not* covered, will be charged to the Department on a standard time and materials basis

including priority, overtime, and Holiday rates. No dispatch is offered for console systems, RF systems, radio subscribers, or programming unless those equipment are also covered by a Managed Services Agreement or they are purchased through a separate purchase order.

## 2. QUALIFICATIONS AND ASSUMPTIONS

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This proposal assumes that Bethel will provide lodging for on-site personnel for the annual inspection, necessary trips for software fixes and updates, and/or repair trips.

The City of Bethel IT department will be available to PCA as a priority at any time their participation is required.

The City of Bethel will make every effort to ensure that the telephone company makes their personnel available at any time as a priority when their system or facilities are involved in issues to be resolved.

## 3. SUMMARY

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PCA is proposing a maintenance and repair program for the City of Bethel E-911 system that maintains optimum system operation, plans a rapid response to repair requirements, and manages communication system requirements in the most economical way possible. This solution will also provide the customer with:

- Access to Alaska’s most highly trained and experienced Technical support staff.
- Remote Monitoring, Diagnostics, and support
- Automatic access to information on the latest Manufacturer’s technical and software fixes and enhancements.

## 4. PRICING SUMMARY

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**SELECT 1 TERM:**

	1 Yr	3 Yrs	5 Yrs
<b>Remote Monitoring &amp; Software Support</b> <b>VESTA® 9-1-1</b> <b>VESTA™ IRR</b> <b>VESTA™ Locate</b> <b>PEAbody</b>	Incl	\$89,431.12	\$136,375

<b>Telephone Support</b> <b>Dispatch Services including 24/7/365</b> <b>1) Annual Preventive Maintenance Inspection</b> <b>1) Annual On-site Personnel Training</b>	<b>\$10,896.00</b>	<b>\$36,216.00</b>	<b>\$66,960.00</b>
<b>Total Managed Services</b>	<b>\$10,896.00</b>	<b>\$125,647.25</b>	<b>\$203,335.00</b>

## 5. PROPOSAL ACCEPTANCE

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Acceptance of this proposal will constitute an intent to award. Signature on the Agreement attached as Exhibit A by an authorized representative will constitute a contract to perform under the terms and conditions of this proposal.

Signatures:

ProComm Alaska Representative: \_\_\_\_\_ Date: \_\_\_\_\_

City of Bethel Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT A: E911 MANAGED SERVICE AGREEMENT**

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Document Attached

## EXHIBIT B: SUBJECT EQUIPMENT & SOFTWARE

<b>Hardware</b>		
<i>Qty.</i>	<i>Part No.</i>	<i>Description</i>
<b>VESTA® 9-1-1 Essentials Package</b>		
2		HP Servers
2		TS-2's with cables
2		HP Switches
2		TL601A-R2 Datasharer
4		4 Port FXO Gateways
2		4-Port FXS Gateways
1		Server KVM and cables
1		HP EliteDesk Mini Workstation
1		20" Widescreen Monitor
1		SAM PC Speaker
<b>VESTA® Workstation Equipment</b>		
2	64007-50021	KEYPD 24K 12F USBCBL CP24
2	02800-20500	HDST 4W MOD ELEC MIC BLK
2	03044-20000	HDST CORD 12FT 4W MOD BLK
<b>Network Equipment</b>		
1	03800-03030	FIREWALL- MODEM 60CM
2	04000-26201	SWITCH 2620 24-PORT
<b>Peripherals &amp; Gateways</b>		
1	04000-00129	MED 1000B CHASSIS BNDL
1	04000-00186	SW SPT M1000 GATEWAY 1YR
1	04000-00152	MED 1000 1-SPAN BNDL
1	04000-00191	SW SPT M1000 T1 MOD 1YR
<b>Time Synchronization Equipment</b>		
1	04000-09485	NETCLOCK 9483 +OCXO+3PORT
1	04000-09384	PWR SPLY NETCLOCK 93XX
1	04000-08177	DISPLAY CLOCK 4IN LED
1	04000-08181	DIGI DSPLY CLOCK AND PWR
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA
1	04000-08231	GPS ANTENNA POST MT KIT

1	04000-08228	GPS ANTENNA SURG PROTECTR
1	04000-20601	GND KIT FOR 8226
1	04000-07051	GPS ANTENNA CBL 50FT
1	04000-07108	CBL GPS ANTENNA 100FT

<b>SOFTWARE</b>	
	<i>Description</i>
	<b>VESTA E 911 Basic</b>
	PEAbody 4.5 ( VM'd on VESTA-A Server)
	<b>VESTA Analytics</b>
	<b>VESTA™ Locate Mapping</b>
	<b>VESTA® 9-1-1 CDR Module</b>
	<b>CAD Interface</b>
	<b>Datasharer</b>



SCHEDULE A: SUBJECT EQUIPMENT

<b>Hardware</b>		
<i>Qty</i>	<i>Part No.</i>	<i>Description</i>
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2		HP Switches
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2		4-Port FXS Gateways
1		Server KVM and cables
1		HP EliteDesk Mini Workstation
1		20" Widescreen Monitor
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2	64007-50021	KEYPD 24K 12F USBCBL CP24
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<b>Time Synchronization Equipment</b>		
1	04000-09485	NETCLOCK 9483 +OCXO+3PORT
1	04000-09384	PWR SPLY NETCLOCK 93XX
1	04000-08177	DISPLAY CLOCK 4IN LED
1	04000-08181	DIGI DSPLY CLOCK AND PWR

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# ***New Business***

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Peter Williams, Acting City  
 Introduced by: Manager  
 Introduction Date: November 8, 2016  
 Public Hearing:

Action:  
 Vote:

## CITY OF BETHEL, ALASKA

### ORDINANCE # 16-17 (d)

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

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

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

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

#### Leased Property Court Complex (53)

Change to Court Complex

	<b>Increases Court Complex Revenues</b>	
53-49-495	MISCELLANEOUS REVENUE - PROCEEDS FROM BOND CLOSING	18,111
	Total Increases	<b>18,111</b>
	<b>Increase Court Complex Expenses</b>	
53-55-642	Legal Fees	16,500
53-55-545	Travel/Training	2,514
	Total Increases	<b>19,014</b>
<b>TOTAL</b>	<b>Net Change to Leased Property - Court Complex Fund Appropriations</b>	<b>19,014</b>

#### **CHANGE TO LEASED PROPERTY BUDGET**

	<i>Change to Revenues Increase/(Decrease)</i>	<b>18,111</b>
	<i>Change to Appropriations Increase/(Decrease)</i>	<b>19,014</b>
	<b>ANTICIPATED GAIN/(USE) OF FUND BALANCE</b>	<b>(902)</b>

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

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

ATTEST:

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

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



## CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

# Memorandum

**Date:** October 27, 2016  
**To:** Bethel City Council  
**From:** Hansel L Mathlaw, Acting Finance Director  
**Cc:** Peter Williams, Acting City Manager  
**Re:** Justifications for Budget Modification Request Court Complex Bond Refinance

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Listed below is an explanation for the budget modification requested in Ordinance #16-17 (d)

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The bond refinance for the court complex has been approved through ordinance 16-28. The City of Bethel will receive \$18,111.35 on November 3, 2016 from BNY (THE BANK OF NEW YORK MELLON) as part of City of Bethel's closing costs. JDOLAW (JERMAIN DUNNAGAN & OWENS, PC is Bethel's bond counsel. Bond counsel is a lawyer to help the City of Bethel through the bond refinance and closing process.

The bond counsel fee is \$15,000 plus other related costs. I estimate the other ancillary closing costs to be \$1,500 for a total of \$16,500. The exact amount will not be known until bond counsel returns from closing in Seattle.

The estimated travel costs for the Acting Finance Director and the City Clerk to attend the bond closing in Seattle from November 1 to November 3 is \$2,514.

## City of Bethel Action Memorandum

Action memorandum No.	16-76		
Date action introduced:	11-08-2016	Introduced by:	City Manager Williams
Date action taken:		Approved	Denied
Confirmed by:			

Approving Administration's use of hiring incentives to recruit qualified candidates and directing the City Manager to establish policy standards for the application of those incentives.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s):

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

Background:

Attracting qualified candidates for City positions is consistently a challenge, particularly for non-entry level or supervisory/managerial positions. The ability to offer incentives to qualified candidates can improve the City's hiring success rate.

While a goal of the City is to hire locally whenever possible, the City is sometimes required to recruit from other areas of the State or even nationwide to find a qualified candidate for a vacant position. Although the City offers generous benefits, often, those are not enough to attract an individual who is not already living in Bethel and seeking work in the community. Having the below-listed options available for inclusion as part of a job offer is a proactive step

## City of Bethel Action Memorandum

Action memorandum No.	16-76		
Date action introduced:	11-08-2016	Introduced by:	City Manager Williams
Date action taken:		Approved	Denied
Confirmed by:			

to improve recruitment. The three options presented been taken directly from IRS Publication 15-B *Employer's Tax Guide to Fringe Benefits*.

- Moving Expense Reimbursement: actual costs paid by employee for moving household goods from the employee's former home to the new home and/or travel expenses. This incentive is not reported to the IRS as taxable income.
- Housing Allowance: a set amount of money to assist a new employee in securing housing. This incentive is reported to the IRS as taxable income.
- Transportation (Commuting) Benefit: a set amount of money to cover public transportation costs of commuting to work until an employee's vehicle can be shipped to Bethel and/or the temporary use of a City fleet vehicle for commuting purposes only (no additional personal use.) Both situations result in a value being reported to the IRS as taxable income, either the actual cash amount paid, or the value of the vehicle use based on the IRS's *Cents-Per-Mile Rule*.

To ensure any offered incentives meet the City's personnel and financial standards, the Finance Director, Human Resources Manager, City Attorney and City Manager will all be involved and must agree upon any incentives prior to preparing a Conditional Offer Letter. Administration will manage the process through a policy standard that will provide the framework for applying the incentives in a consistent and legal manner. Any incentives that result in a change to the City's approved budget will be brought to City Council via a budget modification and a Conditional Offer Letter will not be issued until such modification(s) is approved.

# City of Bethel Informative Memorandum

Informative memorandum No.	16-08
Date presented:	

Expiration of KYUK Internet Use and City Storage Agreement Signed February 2012

Route to:	Department/Individual:	Initials:	Remarks:

<b>Related to Other Action Items:</b>

Attachment(s):

City of Bethel Informative Memorandum

Informative memorandum No.	
Date presented:	

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# *Mayor's Report*

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# ***City Manager's Report***

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# ***Management Team Reports***

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# **Memorandum**

**Date:** November 1, 2016

**To:** Pete Williams, Interim City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report



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## **Personnel Changes**

- IT technician position filled – Moses Jordan

## **Current Events**

- **City Hall Backup Upgrade:** Unfortunately, city hall has outgrown its backup capacity and needs to be upgraded to better hardware in order to properly facilitate both on-site and off-site backups. Due to the amount of data we are saving, we will need to upgrade to a newer model of our hardware. I'm choosing to finance this endeavor as a monthly subscription to ease the hit my budget takes and also so future upgrades and updates to hardware will be taken care of automatically.
- **Police Dept Backup Upgrade:** Much like city hall, the police department has severely outgrown its storage capacity as they are now required to keep video documentation of all contact with the public. I will be upgrading them to the same equipment that city hall will be receiving. This will also provide the police department with off-site backups which I discovered they do not have right now. This is a serious problem and I am having it resolved immediately.
- **City Hall WiFi Upgrade:** In the coming weeks, city hall will have a new WiFi system installed that should provide the building with complete wireless coverage for both the employee and public signals. This upgrade was decided upon discovering numerous problems with our existing set up after a recent network audit with Arctic Information Technology. The public signal will be throttled to prevent any abuse and the employee signal will only be made available to City of Bethel employees.
- **Global Computer Upgrades:** Users will notice either Moses Jordan or myself going around to each computer and installing new RAM (memory) or new hard drives. The hardware currently in each machine is below what I would consider the standard technology curve used in today's industry. While I cannot easily update processors, I am taking steps to update other items to provide users with a more comfortable and efficient experience. This change will happen over several months as hardware arrives.
- **Online Sales Tax Payments:** I have been working with both Caselle, Xpress Bill Pay, and Arctic IT in order to take the steps necessary in order to enable sales tax payments to be submitted online. As of early this week, I heard back from Xpress Bill Pay that things were going smoothly now after some delays due to firewall troubles. This should be something that goes live very soon.
- **Discontinuation of KYUK Internet connection:** I recently discovered that the agreement that the city had with KYUK to provide them an Internet connection expired at the start of October. Having fulfilled our end of the agreement, I will be having the Internet connection discontinued. This was a traded service for allowing us to store equipment in their studio for an old project. That project is no more and so there is no further need to keep providing them an Internet

## **Memorandum**

**Date:** November 1, 2016

**To:** Pete Williams, Interim City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report



connection on our dollar. I will be reusing these freed funds to finance the new backup subscriptions.

- **Group Policy Restructuring:** Lately there has been a recurring issue where certain users will log in and find expected network drives missing. I have been working with Arctic IT on restructuring how our server is set up via Active Directory (software that manages users of our domain) to remediate this issue for good.
- **Panic Button Installation:** Due to the expected dollar amount for an installation of six panic buttons in key offices at city hall, I have been assisting in obtaining three quotes for the city to choose from. Currently I have two of the three and expect the last one shortly. As soon as I hear back on the final quote, the city can make its choice and then move forward on this.

### **Future Plans**

- **Server Room Overhaul:** City hall's current server room is in dire need of an overhaul. It does not follow all typical industry standards in regards to rack safety, cable management, and space requirements and so I am working on setting up a project which will be proposed to council for FY 2018. This will make it so that equipment is organized in a way that would make sense to any incoming IT director, cables will be color coded and managed so that it can easily be seen what is being controlled, and there will be space to expand in the future should additional servers be needed for the city's surveillance system or any other pending systems.
- **New Copy Machines:** I have received a quote on a possible replacement for our problematic Xerox Workcentre 7535 unit. I will look into this and other possibilities as some of the current projects are wrapped up.
- **City Website Updates:** The city clerk has requested we look into the possibility of adding a little more functionality to the city's website including a way that potential employees can submit applications electronically rather than in person or a way for customers to request extra service calls online. As some of the recent projects and upgrades begin to wrap up, I will start looking into possibilities on this.

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

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# ***Executive Session***

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## *Additional Information*

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