

CITY OF BETHEL

City Council Meeting Agenda, August 13, 2024 – 6:30 PM

Website: <https://www.cityofbethel.org/council>

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Mark Springer, Vice-Mayor Sophie Swope, Rose Henderson, Beth Hessler, Patrick Snow, Teresa Keller, Mikayla Miller

Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

Zoom Meeting ID: 488 845 6188

Zoom Meeting Passcode: 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- 4.1. *Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org.*



5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *6-25-2024 Regular City Council Meeting
6.2. *7-23-2024 Regular City Council Meeting
6.3. *8-6-2024 Special City Council Meeting

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 24-06: Amending Bethel Municipal Code 2.60 Committees, Commissions, And AD HOC Committees To Reduce Voting Members Under Special Circumstances (Council Member Snow)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 24-07: Amending Bethel Municipal Code Chapter 2.60, Committees, Commissions And Ad Hoc Committees To Reduce The Meeting Schedule Requirement To Every

Posted August 7, 2024 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

Other Month (Acting City Manager Strickler)

- 10.2. *Introduction Of Ordinance 24-08: Authorizing The Disposal Of City Property By Means Of Demolition Of The Building Located At 105 Ptarmigan In Accordance With BMC 4.08.030 (A), Property No Longer Necessary For Municipal Purposes (Acting City Manager Strickler)
- 10.3. *Introduction Of Ordinance 24-09: Authorizing The Disposal Of Municipal Land Through A Land Lease To The Yukon Kuskokwim Health Corporation In Accordance With Bethel Municipal Code 4.08.030, Disposal To Entity Providing Necessary Public Service (Acting City Manager Strickler)
- 10.4. *AM 24-22: Authorize The City Manager To Negotiate And Execute Two Agreements With The University Of Alaska Fairbanks (UAF) And To Authorize The Contributions From The FY2025 Budget: (1) \$112,000 To The UAF Cooperative Extension 4-H Program, And (2) \$72,600 To The Kuskokwim Consortium Library (Acting City Manager Strickler)
- 10.5. *AM 24-23: Direct Administration To Negotiate And Execute A Contract For The Construction Of Two Three-Plexes As Part Of The City's \$3 Million Grant Award From The Alaska Housing Finance Corporation (Acting City Manager Strickler)

11. REPORTS

- 11.1. Mayor's Report
- 11.2. City Manager's Report
- 11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Posted August 7, 2024 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on June 25, 2024 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Teresa Keller City Council Member Mikayla Miller (telephonically) City Council Member Beth Hessler City Council Member Rose Henderson Mayor Mark Springer Vice-Mayor Sophie Swope City Council Member Patrick Snow (<i>arrived after roll call 6:32 p.m.</i>)
Members Absent:
Also in attendance were the following:
City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

Item 4.1. - Written Public Comments

No written comments submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Motion to approve the consent and regular agenda.

Moved by:	Rose Henderson
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Sophie Swope, Teresa Keller, Mikayla Miller, Patrick Snow
Opposed:	None
Results:	Motion Carries

Remove the Legislative Update from the Agenda- Council Member Swope.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *6-11-2024 Regular City Council Meeting

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

Port Commission, Council Member Henderson- A meeting was held on the 17th. Discussed the damage at the small boat harbor parking locations. At the special meeting on the 24th, considered the KNIK Seawall Extension project.

Planning Commission, Council Member Hessler- Unable to attend the last planning commission meeting.

Community Action Grant Committee, Council Member Keller- A meeting was not held since the last city council meeting.

Community Parks and Recreation Committee, Vice-Mayor Swope- A meeting was not held since the last city council meeting.

Finance Committee, Council Member Snow- A member of the public presented questions and concerns about churches being required to hold business licenses. Amended the Finance Committee meeting schedule to change the start time to 5:30 p.m.

Public Works Committee, Mayor Springer- A meeting was not held due to a lack of a quorum.

Public Safety and Transportation Commission, Council Member Miller- A meeting was not held since the last city council meeting.

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Certificate Of Appreciation To The Harbor Park Sign Design Contest
Winners- Bethany Samuelson, Sally Peters, Susan Taylor (Mayor Springer)

The Council recognized the finalists for the 2024 Kid's Vote Sign Design Contest.

Item 8.2. - Legislative Update From Representative CJ McCormick (Mayor Springer)

This item was removed from the Agenda.

Item 8.3. - Human And Animal Health Project Presentation (Mayor Springer)

Maya Homsy King and Michelle Johannsen from the Wildlife Conservation Society provided an explanation of their goals in the community.

9. UNFINISHED BUSINESS

10. NEW BUSINESS

Item 10.1. - *Resolution 24-09: Temporarily Suspending Bethel Municipal Code Chapter 5.20.130, Regulations Pertaining To Taxicabs, Chauffeurs, And Dispatch Services, Renewal Of License Or Permit (Council Member Miller)

Passed on the consent agenda.

Item 10.2. - AM 24-16: Transfer The Appointment Of Acting City Manager From Bill Arnold To Lori Strickler Between July 13-August 18, And Appoint Kevin Morgan To Acting City Clerk For The Same Period (Acting City Manager Arnold)

Motion to adopt AM 24-16.

Moved by:	Rose Henderson
Seconded by:	Sophie Swope
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Patrick Snow, Sophie Swope, Teresa Keller, Mikayla Miller
Opposed:	None
Results:	Motion Carries

Motion to amend to strike "July 13" and insert "effective immediately" and to strike "August 18" and insert "until a city manager has been hired through the recruitment process."

Moved by:	Rose Henderson
Seconded by:	Sophie Swope
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Patrick Snow, Sophie Swope, Teresa Keller, Mikayla Miller
Opposed:	None

Results: | Motion Carries

Item 10.3. - *AM 24-17: Direct Administration To Negotiate And Execute A Contract To The Highest Scoring Proposal For The Last Frontier Housing Initiative Funds For Affordable Housing (Acting City Manager Arnold)

Passed on the consent agenda.

Item 10.4. - *IM 24-06: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of May 2024 (Acting City Manager Arnold)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Springer- Nice to see a crane at KYUK; must mean the tower is getting ready for construction.

Vice-Mayor Sophie Swope- Congratulated Bethel Friends of Canines on their No Kill Animal Shelter award.

Council Member Henderson- Glad to see people wearing life jackets on the river. Congratulations to everyone who are catching fish. Warned of a windstorm that is on its way.

Council Member Hessler- No comment.

Council Member Snow- Happy Fourth of July.

Council Member Keller- Appreciated the new playground equipment at Pinky's Park; Encouraged people to keep the equipment nice. Recognized Bethel Friends of Canines for their award and designation of being a No Kill Shelter.

Council Member Miller-No comment.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Motion to adjourn.

Moved by:	Rose Henderson
Seconded by:	Sophie Swope
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Patrick Snow, Sophie Swope, Teresa Keller, Mikayla Miller
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:11p.m.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on June 23, 2024 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.

Mayor Springer called the meeting to order at 6:31 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Mayor Mark Springer City Council Member Rose Henderson City Council Member Beth Hessler <i>(arrived after roll call 6:51p.m. telephonically)</i> Vice-Mayor Sophie Swope City Council Member Mikayla Miller
Members Absent:
City Council Member Patrick Snow City Council Member Teresa Keller
Also in attendance were the following:
Acting City Manager Lori Strickler, Acting City Clerk Kevin Morgan, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Jesslyn Elliott- Bethel- Gave the council an update on the condition of the city dog pound.

Eileen Arnold- Bethel- In favor of a new dog pound facility. Recommended that the new shelter be designed by an agency that designs animal shelters.

Nancy Elliott- Bethel- In favor of a new dog pound facility.

Susan Taylor- Bethel- In favor of a new dog pound facility. A 40 day feast will be held at the cultural center for those who passed away in a recent fire. Is sponsoring a Petition to limit campaign donations.

Susan Sookram- Bethel- In favor of a new dog pound facility.

Item 4.1. - Written Public Comments.

Council Member Hessler joins the meeting at 6:51 p.m.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve Consent and Regular Agenda.

Moved by:	Rose Henderson
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Sophie Swope, Mikayla Miller
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *7-9-2024 Regular City Council Meeting

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Port Commission, Council Member Henderson- Many items from the last meeting will be on the next agenda due to lack of information.

Planning Commission, Council Member Hessler- Discussed fill for site permits and amendments to the fee schedule. Held a special meeting to approve a permit for a KYUK tower. It was approved with conditions.

Community Action Grant Committee, no one present to report.

Community Parks and Recreation Committee, Vice-Mayor Swope- No meeting since last meeting.

Finance Committee, no one present to report.

Public Works Committee, Mayor Springer- Holding a special meeting on 7/24/2024.

Public Safety and Transportation Commission, Council Member Miller- "Crafting with a Cop" program was a success. The commission would like to meet monthly.

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Oath Of Office- Chief Of Public Safety, James Harris (Mayor Springer)

Chief James Harris took the Oath of Office.

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Budget Modification 24-04 (a), Amending The Fiscal Year 2025 Operating Budget (Acting City Manager Strickler)

Mayor Springer opened the Public Hearing.

No one present to be heard.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 24-04(a).

Moved by:	Rose Henderson
Seconded by:	Sophie Swope
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Sophie Swope, Mikayla Miller
Opposed:	None
Results:	Motion Carries

Amend to add line items: "City Subdivision Water Treatment Plant 510-84-6140 Chemicals \$75,000" and "Bethel Heights Treatment Plant 510-83-6140 Chemicals \$85,000."

Moved by:	Rose Henderson
Seconded by:	Sophie Swope
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Sophie Swope, Mikayla Miller
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Budget Ordinance 24-05 (a), Amending The City's Capital Budget Allocation For Fiscal Year 2025 (Acting City Manager Strickler)

Mayor Springer opened the Public Hearing.

No one present to be heard.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 24-05(a).

Moved by:	Rose Henderson
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Sophie Swope, Mikayla Miller
Opposed:	None
Results:	Motion Carries

Motion to Amend: Re-insert the 1,000,000 line item and whereas statements for the Animal Control Shelter.

Moved by:	Rose Henderson
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Sophie Swope, Mikayla Miller
Opposed:	None
Results:	Motion Carries

Item 9.3. - Public Hearing Of Ordinance 24-06: Amending Bethel Municipal Code 2.60 Committees, Commissions, And AD HOC Committees To Reduce Voting Members Under Special Circumstances (Council Member Snow)

Main Motion: Postpone until the next meeting.

Moved by:	Rose Henderson
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Sophie Swope, Mikayla Miller
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Resolution 24-10: Authorizing The Disposal Of Two City Water Trucks And One Sewer Truck (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.2. - AM 24-20: Accepting The Resignation Of Council Member Hessler Effective October 8, 2024 And Directing The City Clerk To Place The One-Year Term Seat On The 2024 City Of Bethel Regular Election Ballot (Council Member Hessler)

Main Motion: Approve AM 24-20.

Moved by:	Mikayla Miller
Seconded by:	Sophie Swope
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Sophie Swope, Mikayla Miller
Opposed:	None
Results:	Motion Carries

Item 10.3. - *AM 24-21: Authorize Acting City Manager to Negotiate And Execute A

Contract For Electrical Services With Company A (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.4. - *IM 24-07: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of June 2024 (Acting City Manager Strickler)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Springer- Today is exactly 100 days until Halloween.

Vice-Mayor Sophie Swope- Hopes everybody is enjoying the nice weather and is getting berries.

Council Member Henderson- Please check on your elders and loved ones during the high temperatures; make sure that they are drinking enough water and are doing ok. Commended the Police Department for their presence on the roads. Drink lots of water and stand by your fan and pick lots of berries.

Council Member Hessler- Enjoying the sunshine and picking berries. Appreciates the fellow council members and enjoys seeing how much they care for the city.

Council Member Miller- Enjoy the weather while it's still here. Please be careful driving; there are accidents happening recently. Keep the dust down on the roads.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Rose Henderson
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Sophie Swope, Mikayla Miller
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:41 p.m.

Mark Springer, Mayor

ATTEST:

Kevin Morgan,
Acting City Clerk

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on August 6, 2024 at 6:00 p.m., in the Council Chambers, Bethel, Alaska.

Mayor Springer called the meeting to order at 6:03 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Mayor Mark Springer City Council Member Rose Henderson City Council Member Beth Hessler City Council Member Patrick Snow City Council Member Teresa Keller City Council Member Mikayla Miller
Members Absent:
Vice-Mayor Sophie Swope
Also in attendance were the following:
Acting City Manager Strickler, Acting City Clerk Kevin Morgan

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

Item 4.1. - Written Public Comments

No written comments submitted.

5. APPROVAL OF AGENDA

Main Motion: Approve the Agenda.

Moved by:	Rose Henderson
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Patrick Snow, Teresa Keller, Mikayla Miller
Opposed:	None
Results:	Motion Carries

6. NEW BUSINESS

Item 6.1. - Tour Of City Facilities, Review Of City Projects, And Discussion Of

Funding Priorities (Acting City Manager Strickler)

Note: Tour Of The Facilities Will Start At City Hall. Transportation Will Be Provided For Members Of The Public Who Do Not Have Transportation Who Wish To Attend.

Approximate Schedule:

6:15 P.M. Ptarmigan (The 2 Large Culverts)

6:30 P.M. Public Works (1155 Ridgecrest)

6:45 P.M. Animal Shelter (1135 Ridgecrest)

7:00 P.M. Port (Small Boat Harbor & City Dock Next To 919 Front ST)

7:30 P.M. City Hall

Main Motion: Move into Committee of the Whole.

Moved by:	Rose Henderson
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Patrick Snow, Teresa Keller, Mikayla Miller
Opposed:	None
Results:	Motion Carries

Council Member Miller left the meeting at 7:44 p.m. after the tour of the Port.

Main Motion: Move out of Committee of the Whole.

Moved by:	Rose Henderson
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Patrick Snow, Teresa Keller
Opposed:	None
Results:	Motion Carries

7. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Rose Henderson
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Beth Hessler, Patrick Snow, Teresa Keller
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:46 p.m.

Mark Springer, Mayor

ATTEST:

Kevin Morgan,
Acting City Clerk

City of Bethel, Alaska

Planning Commission

July 18, 2024

Special Meeting

Bethel, Alaska

I. CALL TO ORDER:

A special meeting of the Planning Commission was held virtually via Zoom and in person at the City Hall Council Chambers in Bethel, Alaska on July 18, 2024. The Chair of the Commission, Kathy Hanson called the meeting to order at 6:30 PM.

II. ROLL CALL:

Compromising a quorum of the Commission, the following members were present for roll call: Kathy Hanson, Alex Wasierski, Haley Hanson, and Sundi Scott. Shadi Rabi arrived at 6:32pm.

Excused Absences: Lorin Bradbury and Mary Beth Hessler

Also Present: Pauline Boratko, Recorder and Lee Foley, City Planner

III. PEOPLE TO BE HEARD: no one wished to be heard

IV. NEW BUSINESS: Bethel Broadcasting dba KYUK is seeking permitting with the City of Bethel to replace its existing self-support tower located at 640 Radio Street.

MOVED:	Haley Hanson	Motion to approve the special use permit to replace the existing self-support tower with the condition that the lot line adjustment plat get finished.
SECONDED:	Shadi Rabi	
VOTE ON MOTION	5 yes: 0 no; unanimous	

V. COMMISSIONER'S COMMENTS:

A. Wasierski- no comment

S. Rabi-no comment

S. Scott- no comment

K. Hanson-no comment

H. Hanson- I want to apologize for not attending the last meeting.

X. ADJOURNMENT:

MOVED:	Shadi Rabi	Motion to adjourn the meeting.
SECONDED:	Haley Hanson	
VOTE ON MOTION	Unanimous	

With no further business the meeting adjourned 6:36 pm

APPROVED THIS ____ DAY OF _____, 2024

Kathy Hanson, Chair

ATTEST: Pauline Boratko, Recorder



CITY OF BETHEL
PUBLIC SAFETY AND TRANSPORTATION COMMISSION
WEDNESDAY, AUGUST 7, 2024, 6:30 PM

LOCATION:

JOIN MEETING AT ZOOM.US:
<https://us06web.zoom.us/j/3350154000?pwd=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060>
MEETING ID: 335 015 4000
PASSCODE: 140569
US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS

Joy Anderson, Chair
Mikayla Miller Council Rep.
Melanie Fredericks
Farah Sears
Musa Saliu
Jessyln Elliott
John Hastie

STAFF

James Harris, Ex Officio Member
Kelsi Kime, Ex Officio Member
Kkime@cityofbethel.net
907-543-3781

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- A. Please submit written public comments to police@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

VI. UNFINISHED BUSINESS

- A. Neighborhood Watch Program. (Melanie Fredricks)
B. Consideration of BMC Title 5 Amendment to Allow Transportation Network Companies to Operate in Bethel. (Mikayla Miller)
C. National Night Out. (Christopher Wigner)

VII. NEW BUSINESS

- A. Drafting A Resolution for Neighborhood Watch Program

VIII. EX OFFICIO REPORT

- A. Manager's Report
B. Inspector's Report

IX. MEMBER COMMENTS

Posted 7/31/2024 at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

X. ADJOURNMENT

Posted 7/31/2024 at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff



CITY OF BETHEL

COMMUNITY PARKS AND RECREATION COMMITTEE

MONDAY, AUGUST 12, 2024, 6:00 PM

LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN ZOOM MEETING:

[HTTPS://US06WEB.ZOOM.US/J/89727002271?PWD=BVJWYWFWNWUZEGFSAU80UVZCYWVXQT09](https://us06web.zoom.us/j/89727002271?pwd=BVJWYWFWNWUZEGFSAU80UVZCYWVXQT09)

MEETING ID: 897 2700 2271

PASSCODE: 924366

PHONE NUMBERS: 888 475 4499 US TOLL-FREE

833 548 0276 US TOLL-FREE

833 548 0282 US TOLL-FREE

877 853 5257 US TOLL-FREE

MEMBERS

Brian Lefferts, Chair
Sophie Swope, Council Rep.
Brian Jackson
Michelle DeWitt
Alternate 2-Vacant

Beverly Hoffman, Vice-Chair
Kathy Hanson
Jessica Pew
Sean Glasheen, Alternate 1

STAFF

Ex-Officos: Jason Spann, Facility Maint. Foreman
Email: pwadmin@cityofbethel.net Phone: 907-543-3110

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- A. Please submit written public comments to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

- A. 07/08/2024 Meeting Minutes

VI. UNFINISHED BUSINESS

- A. Community Center Construction Project ** NO UPDATES-Just a Placeholder*
- B. Cordova Pool energy Audit Report
- C. Boardwalk Maintenance Plan (City Administration)
- D. Consideration of Draft Ordinance Modifying Membership Requirements Under Special Circumstances (City Administration) UPDATE, the Bethel City Council adopted this on 7/23/24
- E. Consideration of Draft Ordinance Modifying The Monthly Meeting Requirements for Committees And Commissions (City Administration)

VII. NEW BUSINESS

- A. Year to Date Actuals End of FY 24 (Lefferts)
- B. Equitable Access Program Data (Lefferts)
- C. Budget Purchase Request Shredder for Cut Willows and Trail Cover (Lefferts)

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

VIII. EX OFFICIO REPORT

- A. July Department Reports

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

CITY OF BETHEL, ALASKA

ORDINANCE #24-06

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE CHAPTER 2.60, COMMITTEES, COMMISSIONS AND AD HOC COMMITTEES TO REDUCE THE NUMBER OF ADULT VOTING MEMBERS AND QUORUM STANDARDS FOR COMMITTEES AND COMMISSIONS UNDER SPECIAL CIRCUMSTANCES

WHEREAS, Bethel Municipal Code 2.60 creates seven committees and commissions that act as advisory bodies to the Council: the Planning Commission, the Port Commission, the Public Safety and Transportation Commission, the Community Action Grant Committee, the Finance Committee, the Community Parks and Recreation Committee, and the Public Works Committee;

WHEREAS, BMC 2.60.010 defines a “quorum” as the minimum number of members of a committee, commission, or ad hoc committee that must be present at any meeting to conduct business;

WHEREAS, BMC 2.60.040 provides that “all committees and commissions shall consist of seven (7) appointed adult voting members;

WHEREAS, BMC 2.60.050 provides that “four (4) members shall constitute a quorum for the transaction of business for committees and commissions”; and

WHEREAS, numerous committees and commissions are having consistent trouble meeting quorum, which prevents these bodies from conducting business;

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA,

Section 1. Classification. This ordinance is permanent in nature and shall be placed in the Bethel Municipal Code.

Section 2. Amendment. Bethel Municipal Code 2.60 is amended, old language is stricken, and new language is underlined.

2.60.040 Composition of committees, commissions, and ad hoc committees.

A. All committees and commissions shall consist of seven (7) council-appointed adult voting members. One (1) member shall be a member of the city council and act as the council representative to provide a direct line of communication between the advisory board and the city council. Each council member shall be appointed to only one (1) committee, commission, and/or ad hoc committee.

B. In addition to the seven (7) adult voting members, the council may appoint up to two (2) alternative members and one (1) youth member to any advisory committee or commission.

C. An ad hoc committee may have fewer but not more members than the number provided under subsections [A](#) and [B](#) of this section, and in no event less than five (5) members.

D. Each committee or commission shall annually elect a chair and a vice chair from its membership. An ad hoc committee shall elect a chair and vice chair at the first (1st) meeting of the body. The vice chair shall act in the absence of the chair or in the event the chair is unable to act.

E. The city manager is responsible for the effective management of committee, commission, and ad hoc committee operations and shall provide the staff required to assist the body in discharging its duties. The city manager shall appoint at least one (1) ex officio member to provide staff support to each committee, commission, and ad hoc committee. Ex officio members report to and take direction from the city manager and not from the body to which they are appointed.

The duties of the ex officio member include but are not limited to: preparation and posting of agendas, packet materials, meeting minutes, and other relevant documents in accordance with Alaska Statutes ([44.62.310](#) through [44.62.319](#)), Bethel Municipal Code, and city policy. The ex officio member appointed to the body shall also provide subject matter expertise to the body.

Introduced by: Council Member Snow
Introduction Date: July 9, 2024
Public Hearing Date: August 13, 2024
Action:

An ex officio member is a nonvoting member of the body, but may add items to the agenda and participate in discussion.

F. If a committee or commission has five or less council appointed adult voting members, the city council may by resolution authorize a temporary exemption to Section 2.06.040 A, reducing council appointed membership requirement to five (5). The exemption shall expire when the exempted committee exceeds five council appointed adult voting members or on the date provided by the resolution. Under the five-member exemption, three (3) members shall constitute a quorum for the transaction of business and three (3) affirmative votes shall be necessary to carry any question.

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

ENACTED THIS _____ DAY OF _____ 2024, BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

ATTEST:

Mark Springer, Mayor

Lori Strickler, City Clerk

Introduced by: Acting City Manager Strickler
Introduction Date: August 13, 2024
Public Hearing Date: August 27, 2024
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #24-07

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE CHAPTER 2.60, COMMITTEES, COMMISSIONS AND AD HOC COMMITTEES TO REDUCE THE MEETING SCHEDULE REQUIREMENT TO EVERY OTHER MONTH

WHEREAS, Bethel Municipal Code 2.60 creates seven committees and commissions that act as advisory bodies to the Council: the Planning Commission, the Port Commission, the Public Safety and Transportation Commission, the Community Action Grant Committee, the Finance Committee, the Community Parks and Recreation Committee, and the Public Works Committee;

WHEREAS, Bethel Municipal Code 2.60.060 Notice of Public Meetings, requires regular meetings of the committees and commissions to be scheduled once a month unless otherwise authorized by council;

WHEREAS, reducing the meeting schedule requirement to every other month will provide administration more time to work directly with the ex officio members to develop meaningful agendas and packets, this will result in public meetings with more developed action items for our committee/commission volunteers to discuss;

WHEREAS, a reduction in the meeting frequency will also relieve operational takes during a time of significant staff shortages ensuring the operational tasks of the municipality are carried out while still supporting strong government through public engagement;

WHEREAS, the City hoped that through the reduction in regular scheduled meetings, and a focus on more developed agendas and packet materials, the City will attract more volunteer participation in our public meeting process;

WHEREAS, although each committee and commission will be required to have regular meetings every other month, at any point, a special meeting may be called in accordance with BMC;

Introduced by: Acting City Manager Strickler
Introduction Date: August 13, 2024
Public Hearing Date: August 27, 2024
Action:
Vote:

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA,

Section 1. Classification. This ordinance is permanent in nature and shall be placed in the Bethel Municipal Code.

Section 2. Amendment. Bethel Municipal Code 2.60 is amended, old language is stricken, and new language is underlined.

2.60.060. Notice of public meetings.

A. Regular meetings shall be scheduled ~~once a month~~ every other month unless otherwise authorized by council. A regular meeting may be postponed or rescheduled to another date upon a vote of the majority of the members at a previous regular or special meeting.

B. Special meetings are called to transact business held outside the regular meeting schedule. Special meetings may be called at any date and time by the chair, or by three (3) voting members.

C. Meetings shall be held at City Hall, 300 Chief Eddie Hoffman Highway, whenever reasonably possible, and shall comply with BMC 2.04.070, in providing teleconference and written participation to all public meetings. Agendas constitute the meeting notice and shall contain, at a minimum, the date, place and time of the meeting, the name of the body, the names of the members of the body, people to be heard, and any item to be discussed by the body.

D. Public notice of meetings shall be prepared and posted in at least four (4) conspicuous public places within the city, including at the location of the meeting. Notice of a regular meeting shall be posted no later than five (5) days before the meeting. Notice of a special meeting shall be posted no later than three (3) days before the meeting, except the planning commission special meeting agenda shall be posted no later than five (5) days before the meeting.

E. The meetings of all bodies shall be open to the public in accordance with the Alaska Open Meetings Act, and shall permit teleconference and written participation in accordance with BMC 2.04.080.

F. Each committee, commission, and ad hoc committee shall follow Robert's Rules of Order Newly Revised; however, the rules of debate may be relaxed by the body to promote discussion.

Introduced by: Acting City Manager Strickler
Introduction Date: August 13, 2024
Public Hearing Date: August 27, 2024
Action:
Vote:

G. Committee, commission, and ad hoc committee reports and recommendations shall be decided by a quorum of the body at a public meeting.

H. Any committee, commission and ad hoc committee may appoint seated members of its body to a subcommittee. The number of members appointed to a subcommittee shall be three (3) or fewer, to avoid creating a quorum of the body. The subcommittee can make such investigation or exercise such authority as may be delegated to it by the advisory board. A subcommittee reports to the body from which it was appointed, and not to the council. No action of the subcommittee is official until approved by a majority vote of the advisory body.

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

ENACTED THIS _____ DAY OF _____ 2024, BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

ATTEST:

Mark Springer, Mayor

Kevin Morgan, Acting City Clerk

CITY OF BETHEL, ALASKA

Ordinance #24-08

AN ORDINANCE AUTHORIZING THE DISPOSAL OF CITY PROPERTY BY MEANS OF DEMOLITION OF THE BUILDING LOCATED AT 105 PTARMIGAN IN ACCORDANCE WITH BMC 4.08.030 (A), PROPERTY NO LONGER NECESSARY FOR MUNICIPAL PURPOSES

WHEREAS, the City of Bethel owns a parcel of land located on Plat #87-6 Block 3 Tract E which is a replat of a plat of Turnkey III Housing Development, Bethel, Alaska, located in Sections 5 and 8 of Township 8 North R.7IW. S.M.; lot dimensions 66.81ft x 162.39ft x 105.44ft x 141.38ft totaling 12,884 square feet; building dimensions 24ft x 32ft totaling 768 square feet;



WHEREAS, in December 1973, the City (Grantor) issued a quitclaim deed to Bethel Conference of Churches (Grantee) for the above-mentioned property at a lease rate of one dollar per year for the term of the deed;

WHEREAS, the agreement provides that if the Grantee fails to continue to use the premises for a necessary public purpose, the premises shall revert to the Grantor in its entirety and with any improvements thereon at no charge to the Grantor;

WHEREAS, in 2022, because of a change in the use of the land, the Bethel Conference of Churches quitclaimed the property back to the City;

WHEREAS, prior to the transfer of property back to the City, a single-family home was moved to the property, and the home was believed to be donated by the Braund Corporation to support a religious center in the neighborhood;

WHEREAS, as part of the 2022 conveyance of the property and in accordance with the original lease, the building, which constitutes an improvement, was also conveyed to the City;

WHEREAS, since the transfer of the property, the building has been vacant with the exception of a few trespassers;

WHEREAS, the Public Works Department has struggled to maintain security of the building due to its old age and state of disrepair, avoid the property from becoming an attractive nuisance, and allow the space to be utilized for an alternative use, so it is in the best interest of the City to demolish the structure;

WHEREAS, the notice of intent to dispose of city owned property, included a notice of opportunity for bid submission to purchase the building as is;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, the City Council authorizes Administration to dispose of the 24'x 32' building located at 105 Ptarmigan by means of demolition.

SECTION 1. Classification. This is a non-codified ordinance and shall not become a part of the Bethel Municipal Code.

SECTION 2. Authorization and Terms of Disposal.

Legal Description: A parcel of land located on Plat #87-6 Block 3 Tract E which is a replat of a plat of Turnkey III Housing Development, Bethel, Alaska located in Sections 5 and 8 of Township 8 North R.7IW. S.M., located at 105 Ptarmigan; lot dimensions 66.81ft x 162.39ft x 105.44ft x 141.38ft totaling 12,884 square feet; Building dimensions 24ft x 32ft totaling 768 square feet.

Description of the City's Interest Being Disposed of: 24ft x 32ft totaling 768 square feet building.

Method of Disposal: Pursuant to Bethel Municipal Code 04.08.030 (A) Property No Longer Necessary for Municipal Purposes. The building will be demolished by City personnel.

Value of the City's Interest: The estimated value of the building is thought to be less than the cost to repair the building to a point of usability.

SECTION 3. Effective Date. This ordinance shall become effective immediately upon enactment by the City Council.

Introduced by: Acting City Manager Strickler
Introduction Date: August 13, 2024
Public Hearing Date: August 27, 2024
Action:
Vote:

**ENACTED THIS ____ DAY OF _____ 2024, BY A VOTE OF ____ IN FAVOR
AND ____ OPPOSED.**

Mark Springer, Mayor

ATTEST:

Kevin Morgan, Acting City Clerk



AFTER RECORDING MAIL TO:

Name: City of Bethel
 Address: P.O. Box 1388
Bethel, AK 99559

QUIT CLAIM DEED

THE GRANTOR, Bethel Conference of Churches, whose address is P.O. Box 1748
Bethel, AK 99559 for and in consideration
 of Ten Dollars and Good and Valuable Consideration and other valuable consideration, in hand
 paid, conveys and quit claims to City of Bethel, whose
 address is P.O. Box 1388, the following
 described real estate, situated in the Recording District of Bethel,
Fourth Judicial District, State of Alaska:

A tract of land lying entirely within Sec. 8,
 T8N, R21W, Seward Meridian, Alaska; and
 further described as Block 3, Tract E, Book 20,
 Page 82

together with all after acquired title of the Grantor(s) therein.

Dated: February 15, 2022

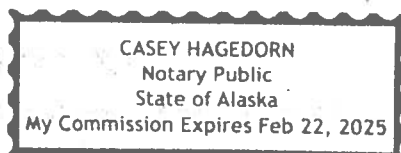
Lorin L. Bradbury
Lorin L. Bradbury, Treasurer

Bruce Clayton
Bruce Clayton, Secretary

STATE OF Alaska)
Fourth Judicial District) ss.

THIS IS TO CERTIFY that on this 15th day of February, 2022, before me
 the undersigned Notary Public, personally appeared Lorin Bradbury & Bruce Clayton known
 to me and to me known to be the individual(s) described in and who executed the
 foregoing instrument and he/she/they acknowledged to me that he/she/they signed the
 same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public in and for Alaska
 My commission expires 22 Feb 2025

STATUTORY QUITCLAIM DEED
(WITH POSSIBILITY OF REVERTER)

The Grantor, CITY OF BETHEL, ALASKA, an Alaska Municipal Corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, conveys and quitclaims to BETHEL CONFERENCE OF CHURCHES, an Alaska non-profit corporation, of Bethel, Alaska, all interest which it has in the real estate located in the Bethel Recording District, Fourth Judicial District, State of Alaska, and described as follows:

A tract of land lying entirely within Sec. 8, T8N, R71W, Seward Meridian, Alaska; and further described as: Block 3, Tract E. (3)

SUBJECT to all reservations, restrictions, easements and encumbrances of record.

AND FURTHER SUBJECT to the Grantee in accepting this Deed agrees not to use the subject demised premises or any portion thereof or improvements thereon for or in conjunction with revenue raising projects; and if the Grantee fails to use the demised premises before January 1, 1976, or if the Grantee fails to continue use of the demised premises subsequent to that date, the demised premises shall revert to the Grantor in its entirety and with any improvements thereon at no charge to the Grantor. This reverter shall be effective immediately in the event of Grantee's violation of any one of the foregoing restrictions.

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED: 12-11, 1973.

GRANTOR:

CITY OF BETHEL

By: [Signature]

Name

Title

GRANTEE:

BETHEL CONFERENCE OF CHURCHES

By: [Signature]

Name

Title

S.C.C. - Treas.

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 11th day of December 1973, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John M. Miller, known to me and to me known to be the manager, of the above corporation, CITY OF BETHEL, and he acknowledged that he signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal on the day and year in this certificate first above written.

John M. Miller
Notary Public in and for Alaska
My commission expires: March 7, 1976

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 11th day of December 1973, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Sammy Chai, known to me and to me known to be the manager, of the above corporation, BETHEL CONFERENCE OF CHURCHES, and he acknowledged that he signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal on the day and year in this certificate first above written.

Sammy Chai
Notary Public in and for Alaska
My commission expires: March 7, 1976

73-000646
5

RECORDED-FILED
BETHEL RECORDING
DISTRICT

DEC 13 / 10 07 AM '73

REQUESTED BY Bethel Conference of Churches

ADDRESS Bethel, Alaska

149480

CITY OF BETHEL

NOTICE OF INTENT TO DISPOSE OF CITY PROPERTY-BID OPPORTUNITY BUILDING ONLY

BIDS DUE 3:00p AUGUST 26, 2024

NOTICE OF DISPOSAL BY DEMOLITION IF NO BIDS ARE SUBMITTED

(BMC 4.08.030—4.08.050)



Property—Location, Legal Description, Method of Disposal & Value:

The City of Bethel owns a parcel of land located on Plat #87-6 Block 3 Tract E which is a replat of a plat of Turnkey III Housing Development, Bethel, Alaska, located in Sections 5 and 8 of Township 8 North R.71W. S.M.; lot dimensions 66.81ft x 162.39ft x 105.44ft x 141.38ft totaling 12,884 square feet; building dimensions 24ft x 32ft totaling 768 square feet.



In 2022, the Bethel Conference of Churches transferred the above-described property back to the City, though a reverted land lease which included improvements to the property, a single-family housing unit totaling 768 square feet. The City estimates the building needs hundreds of thousands of dollars in repairs for the space to be usable, an amount that exceeds the estimated value of the building.

BIDS TO PURCHASE BUILDING DUE 3:00p AUGUST 26, 2024

Interested parties may submit a bid to the City of Bethel to purchase the building as is. The building must be removed from the site by September 13, 2024. Sealed bids may be dropped off at City Hall, or mailed to P.O. BOX 1388, Bethel AK, 99559, attention City Manager.

The bids must be in an enclosed sealed envelope. Include within the envelope the dollar amount the bidder wishes to pay for the building and the contact information for the bidder. The outside of the envelope shall include "SEALED BID, 105 PTARMIGAN BUILDING" and the contact name, phone number and email address of the bidder.

Bids shall be received by August 26, 2024, at 3:00p. A public bid opening will be held August 26, 2024 at 3:15p, City Hall, 300 Chief Eddie Hoffman Highway.

DISPOSAL BY DEMOLITION

If no bids are received by this date and time, the City intends to demolish the building.

Date, Time, Place and Manner of Proposed Disposal

The Council will consider the adoption of an Ordinances authorizing this disposal on August 27, 2024, at 6:30 p.m. in the Bethel City Council Chambers, located at 300 Chief Eddie Hoffman Highway in Bethel, Alaska. A public hearing will be held for public comment on the adoption of each of the land disposal authorizations.



















Introduced by: Acting City Manager Strickler
Date: August 13, 2024
Public Hearing: August 27, 2024
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 24-09

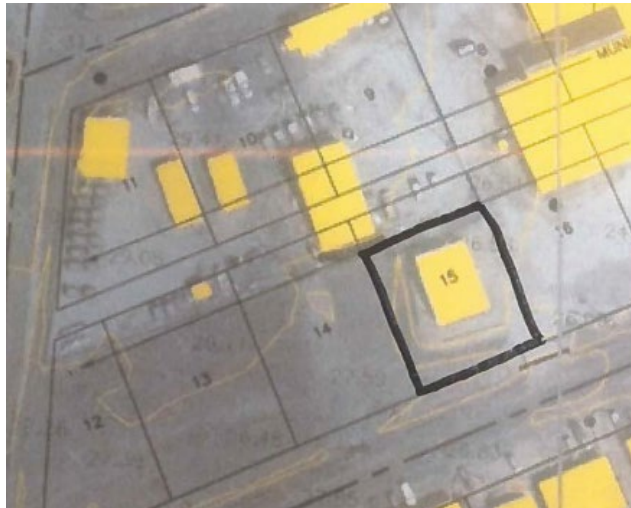
AN ORDINANCE AUTHORIZING THE DISPOSAL OF MUNICIPAL LAND THROUGH A LAND LEASE TO THE YUKON KUSKOKWIM HEALTH CORPORATION IN ACCORDANCE WITH BETHEL MUNICIPAL CODE 4.08.030, DISPOSAL TO ENTITY PROVIDING NECESSARY PUBLIC SERVICE

WHEREAS, in accordance with BMC 4.08.030 the City Council may dispose any interest in real property which is no longer necessary for municipal purposes;

WHEREAS, the City of Bethel owns the land located at 370 Fourth Avenue, legal description of Lot 15, Block 7, Bethel Townsite, designated as municipal Reserve on Official townsite plat, United states Survey 3230-A and 3230-B;

WHEREAS, the land is zones Public Lands and Institutes;

WHEREAS, the City also owns the warehouse building, measuring approximately 2,000 square feet located on the land;



WHEREAS, in 2015, through Ordinance 15-11, the Bethel City Council authorized the disposal of the land and building through ten-year lease agreement in accordance with BMC 4.08.030 (B), accepting less than current assessed or fair market value to an entity providing a necessary public service;

Introduced by: Acting City Manager Strickler
Date: August 13, 2024
Public Hearing: August 27, 2024
Action:
Vote:

WHEREAS, as part of the 2015 lease, YKHC made improvements to the warehouse by installing plumbing and heating to the building, improvements that will remain permanent fixture to the building;

WHEREAS, to qualify for the less than fair market value lease rate, YKHC's Office of Environmental Health and Engineering will continue to provide water plant operator training for the region, further, the warehouse acts as the storage location for critical parts and emergency response equipment for water/sewer systems throughout the YK Delta;

WHEREAS, if YKHC ceases to perform the services outlined, the property shall revert back to the City;

NOW, THEREFORE BE IT ORDAINED, the City Council hereby authorizes the disposal of property by lease agreement, a warehouse building and property, located at Lot 15, Block 7, Bethel Town site, designated as Municipal Reserve on official townsite plat, United States Survey 3230-A and 3230-B.

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

SECTION 2. AUTHORIZATION. Pursuant to Bethel Municipal Code 04.08.030 (B):
B. *Disposal to Entity Providing Necessary Public Service.* The city council may, by ordinance, provide for the disposal of an interest in real property to a municipal, borough, state, or federal or other appropriate entity providing a necessary public service without seeking bids and for less than the current assessed value or current appraised value of that interest in real property. All disposals made pursuant to this subsection for less than the current assessed value or current appraised value shall include a condition requiring that the interest of the city being disposed of shall revert to the city in the event the real property disposed of is not being used to provide the necessary public service justifying the original disposal.

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective upon the passage by the Bethel City Council.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS 27 DAY OF AUGUST, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Introduced by: Acting City Manager Strickler
Date: August 13, 2024
Public Hearing: August 27, 2024
Action:
Vote:

Mark Springer, Mayor

ATTEST:

Kevin Morgan,
Acting City Clerk

**COMMERCIAL LEASE BETWEEN
CITY OF BETHEL & YKHC**

This LEASE is made on September 1, 2024 by and between the City of Bethel (“Lessor” or “City”), whose address is PO Box 1388, Bethel, Alaska 99559, and Yukon Kuskokwim Health Corporation, a tribal health organization (“Lessee”), whose address is PO Box 528, Bethel, Alaska 99559 (collectively “the Parties”).

**ARTICLE 1
LEASED PREMISES, TERM, AND RENEWAL**

- 1.01 Leased Premises/Improvements Owned by City. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, a building, a photo of which is attached hereto as Attachment A, which is located on the following land owned by the City of Bethel: Lot 15, Block 7, BETHEL TOWNSITE, designated as Municipal Reserve on official townsite plat, United States Survey 3230-A and 3230-B, a Warehouse Building measuring approximately 2,000 square feet with a street address of 370 Fourth Avenue. (herein called the “Leased Premises”). The Warehouse is situated on and is part of the Leased Premises and is and shall remain throughout the term of this Lease the property of the City.
- 1.02 Lease Term and Renewal.
- A. Term. This Lease shall be and continue in full force and effect for a term of ten (10) years commencing on July 1, 2024 and terminating on June 30, 2034 unless earlier terminated in accordance with the terms of this Lease.
- B. Renewal. The Lease may be renewed annually consistent with the Bethel Municipal Code for a maximum of five (5) renewals provided Lessee provides Lessor with written notice of its intent to renew at least One Hundred Eighty (180) days prior to the expiration of the Lease term.

**ARTICLE 2
RENT**

- 2.01 Rent. Effective July 1, 2024 Lessee shall pay to Lessor, without deduction and without notice or demand, net of all real property taxes, assessments, rates and other charges required to be paid by Lessee under this Lease with respect to the Leased Premises \$470 per month on or before the first day of each month during the Lease Term. Lessor reserves the right to increase the rent annually. Lessor shall give Lessee a minimum of thirty (30) days’ advance written notice prior to any rent increase.

Rent shall be adjusted annually on July 1, 2024, to reflect a 3 percent increase as follows:

July 1, 2025 \$484
July 1, 2026 \$499
July 1, 2027 \$513

July 1, 2028 \$528
July 1, 2029 \$545
July 1, 2030 \$561
July 1, 2031 \$578
July 1, 2032 \$595
July 1, 2033 \$613
July 1, 2034 \$632

- 2.02. Consideration for Reduced Rent. Lessee, in exchange for rent at below fair market value, agrees to: (1) allow City employees to attend the water plant operator training as space allows; and (2) share spare parts when appropriate.

ARTICLE 3 LIABILITY, INSURANCE, AND INDEMNIFICATION

- 3.01 Liability. Lessee agrees to hold harmless Lessor against all liability, cost and expense (including without limitation, any fines, clean-up costs, judgments, litigation costs, and attorneys' fees) incurred by or levied against Lessor as a result of Lessee's breach of this Lease.
- 3.02 Liability Insurance.
- A. During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep in full force and effect, a policy or policies of general liability and property damage insurance with respect to the Leased Premises and the operations of Lessee on or about the Leased Premises in which the limit of bodily injury, death, and property damage liability shall be not less than ONE MILLION DOLLARS per occurrence and not less than TWO MILLION DOLLARS in the aggregate; provided, however, that no such limit shall in any way limit Lessee's liability or be construed as a representation of sufficiency to fully protect Lessee or Lessor. The policy or policies purchased pursuant to this paragraph shall name the Lessee as an insured and the Lessor as an additional insured with respect to the Leased Premises and the business operated by Lessee on the Leased Premises. A copy of each policy shall be provided to Lessor within three (3) days of the date this Lease is entered into.
- B. Policy Provisions. Each policy of comprehensive general liability described above shall:
1. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff; counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for Lessor, for any person claiming by, through or under Lessor.
 2. Contain no provision relieving the insurer from liability for loss occurring while the hazard to the building and other improvements

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

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

3.03 Indemnification.

- A. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims arising from (1) Lessee's use of the Leased Premises, or from the conduct of Lessee's operations, or from any activity, work or things done, permitted or suffered by Lessee in or about the Leased Premises; (2) any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease; (3) any negligence of Lessee on or in connection with the Leased Premises, or of any of Lessee's agents, contractors, customers or employees, or of any person claiming by, through or under Lessee; and (4) any accident on or in connection with the Leased Premises, or any fire thereon, or any nuisance made or suffered thereon when and to the extent such claim arises from the negligence of Lessee.
- B. Lessee, upon notice from Lessor, shall defend any of the above-described claims at Lessee's expense. However, this section does not require Lessee to indemnify, defend and hold harmless Lessor from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's sole negligence, or the sole negligence of Lessor's agents, contractors or employees arising from Lessor's activities on the Leased Premises. Lessor shall indemnify, defend, and hold harmless Lessee from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's negligence, or the negligence of Lessor's agents, contractors or employees arising from Lessor's activities on the Leased Premises.
- C. Lessee acknowledges that before entering into this Lease it has fully inspected or been provided with an opportunity to fully inspect the Leased Premises and all documents in the possession of Lessor relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Lessee further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Lessee is as knowledgeable about the physical condition of the Leased Premises as Lessor, and on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Lessee.

ARTICLE 4 LESSOR'S COVENANTS

- 4.01 Quiet Enjoyment. Upon timely payment by Lessee of all rent and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all of its covenants contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through, or under it.
- 4.02 Hazardous and Toxic Materials. Lessor warrants that it is not aware of any hazardous or toxic materials on the land at this time.
- 4.03 Grade and Drainage. Lessee shall not alter the grade or drainage of the adjacent properties such that drainage will flow over or through the Leased Premises of the Lessee.

ARTICLE 5 LESSEE'S COVENANTS

- 5.01 Observance of Laws.
- A. Lessee, at all times during the Lease Term, at its own expense, and with all due diligence shall observe and comply with all laws, ordinances, rules and regulations which are now in effect or may later be adopted by any governmental agency, and which may be applicable to the Leased Premises or any improvement on it or any use of it, and shall promptly furnish such evidence of compliance with such laws, ordinances, rules and regulations as Lessor may request from time to time.
 - B. In furtherance, and not in limitation, Lessee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee, at its own expense, must clean and restore the Leased Premises to the satisfaction of the Lessor and any governmental body or court having jurisdiction over the matter. However, Lessee shall not be responsible for the clean-up or restoration of the Leased Premises resulting from any discharge, leakage, spillage, emission or pollution to the Leased Premises from surrounding or adjacent premises unless Lessee's negligent conduct caused in whole or in part such discharge, leakage, spillage, emission, or pollution, in which case Lessee shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Lessee.
- 5.02 Repair and Maintenance. Lessee shall, at Lessee's expense and without notice from Lessor, at all times during the Lease Term, keep all improvements now or hereafter built on the Leased Premises, especially those improvements constructed thereon which are exposed to the view of the public (including but not limited to exterior building walls,

windows, doors, fences, signs, landscaping, and yard areas) in good order, condition, maintenance, operability, and repair and of a neat, clean and pleasing appearance to Lessor.

- 5.03 Improvements Required by Law. Lessee, at Lessee's own expense, during the Lease Term and subject to the requirements of this Lease, shall make, build, maintain and repair all fences, sewers, drains, roads, road widening, driveways, sidewalks, water, underground electric and telecommunications lines, curbs, gutters and other installations which may be required by law to be made, built, maintained, or repaired upon, and in connection with, or for use of the Leased Premises or any part of it, and regardless of whether the same were erected by Lessor or in existence at the inception of this Lease. In case any such installations required by law shall be made, built, maintained or repaired by Lessor after giving the required notice provided for in paragraph 5.04, and if Lessee does not complete the required work within the timeframe provided for in the notice, Lessee shall reimburse Lessor for the actual reasonable costs to cover Lessor's overhead, upon presentation of a bill therefore, as additional rent.
- 5.04 Inspection and Repair by Lessor. Lessee shall repair, maintain and make good all conditions required under the provisions of this Lease to be repaired or maintained within five (5) working days from the date of written notice from Lessor with regard to removal of trash or debris, landscape or yard maintenance, snow removal or cleaning, or parking lot lighting replacement and repair, and thirty (30) days from the date of written notice from Lessor with regard to all other matters. If Lessee refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of the Lessor after written demand, then Lessor, without prejudice to any other right or remedy it has under this Lease or otherwise, may perform such maintenance work or make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's property or Lessee's business by reason of the work or repairs. Upon completion of any such repair or maintenance, and no later than ten (10) days after presentation of a bill therefore, Lessee shall pay as additional rent Lessor's actual costs for making such repairs or performing such maintenance. However, Lessee shall not be responsible for the replacement or repair of any streetlights that may illuminate the Premises.
- 5.05 Waste and Wrongful Use. Lessee shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.
- 5.06 Costs and Expenses of Lessor. Lessee shall forthwith pay to Lessor all costs and expenses, including reasonable attorney's fees, which are (1) paid or incurred by Lessor but are required to be paid by Lessee under any provision of this Lease; (2) paid or incurred by Lessor in enforcing any covenant of Lessee contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, taxes, assessments, or rates. The term "costs and expenses" as used in this Lease shall include but not be limited to all of Lessor's out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided herein, all costs and

expenses of Lessor shall be payable by Lessee to Lessor forthwith after mailing or personal delivery of statements therefore to Lessee. Such obligations and interest shall constitute additional rents.

- 5.07 Surrender of Leased Premises. Upon the expiration or termination (including termination resulting from Lessee's breach) of this Lease, Lessee, without further notice, shall deliver to Lessor, possession of the Leased Premises and return it to the City in reasonably the same condition as when received, or as amended by approved additions. Lessor shall have the right to re-enter the Leased Premises and remove therefrom Lessee or any other person, form or corporation claiming by, through or under Lessee, and to obtain damages for trespass from Lessee, including but not limited to the actual costs of removal of improvements.
- 5.08 Holdover. If Lessee remains in possession of the Leased Premises after expiration of the Lease Term without the execution of a new lease or of an extension of this Lease, and in such a manner as to create a valid holdover tenancy, and if no notice of termination has been delivered by Lessor to Lessee, Lessee shall be deemed to occupy the Leased Premises only as a Lessee at will from month-to-month, upon and subject to all of the provisions of this Lease which may be applicable to a month-to-month tenancy, including but not limited to, the provisions of this Lease.
- 5.09 Use and Restrictions. Lessee shall continuously operate a facility available which provides a necessary public service, specifically providing water plan operator training; storing critical spare parts and emergency response equipment for water and sewer in the YK Delta; and other services clearly related to these specified uses. If the Leased Premises cease to be used for these purposes for a period exceeding ninety (90) days, the leasehold interest shall revert back to Lessor and terminate in accordance with this Lease.
- 5.10 Liens. Lessee shall keep the Leased Premises free from any attachment, execution lien, charge, or other encumbrance arising out of any work performed or obligations incurred by Lessor, and shall defend, indemnify and hold Lessor harmless against all losses, costs, and expenses, including reasonable attorney's fees, paid or incurred by Lessor in connection therewith.
- 5.11 Utility Services. Lessor shall arrange for its own utility services and bear all costs for utilities.
- 5.12 Setback. Lessee shall observe all setback lines applicable to the Leased Premises and shall not construct or maintain any building or other structure between any street boundary of the Leased Premises and any setback along such boundary, except for fences or walls approved by Lessor.
- 5.13 Snow Removal. Lessee shall be responsible for snow removal on the Leased land.
- 5.14 Grade and Drainage Improvements, Additions and Alterations. Lessee shall not make alterations to the grade or drainage of the Leased Premises without the written approval of the Lessor.

- 5.15 Underground Conditions and Water Drainage. Lessee has made, or prior to the construction of any improvements on the Leased Premises will make, its own soil tests of the Leased Premises. This Lease is made subject to and without any liability on the part of the Lessor, its agents or employees because of or resulting from any fill or any subsurface or soil condition on the Leased Premises. Lessee shall not drain or discharge water from the Leased Premises onto adjoining land. The Leased Premises shall be graded and drained to cause the discharge of all water on the Leased Premises at a location or locations approved by Lessor, or into an established drainage easement, if any, on the Leased Premises.
- 5.16 Discrimination Prohibited. Lessee will not discriminate in allowing access to and use of the Leased Premises on the grounds of race, color, religion, national origin, ancestry, marital status, disability, gender, sex, sexual orientation or other legally protected status.

ARTICLE 6 ASSIGNMENTS AND MORTGAGES

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

ARTICLE 7 TERMINATION, DEFAULT AND DEFEASANCE

- 7.01 Event of Default: Each of the following events shall be a default by Lessee and a breach of this Lease:
- A. Failure to Continuously Operate a Facility for the General Public and for a Necessary Public Service. Failure to continuously operate a facility that is available to the general public or specific members of the general public, or to provide a necessary public service. To be available to the general public does not require that all members of the general public be admitted, only that there be no discrimination in admission based on race, gender, sexual orientation, age or sex. Additionally, "continuously operate" shall be defined as open and operating regularly scheduled days and hours with no more than ninety (90) calendar days closure during any calendar year. A "necessary public service" has the meaning provided in Bethel Municipal Code 4.08.060.
 - B. Failure to Perform Covenants. Abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee or to perform as required or conditioned by any other covenant or condition of this Lease.
 - C. Appointment of Receiver. The appointment of a receiver or trustee to take possession of the Leased Premises or improvements or of the Lessee's interest in

the leasehold estate or of Lessee's operation on the Leased Premises for any reason, including but not limited to, assignment of benefit of creditors, but not including receivership pursuant to administration of the estate of any deceased or incompetent Lessee.

7.02 Notice and Right to Cure.

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

7.03 Non-Waiver. Acceptance by Lessor of any rents shall not be deemed to be a waiver by it of any breach by Lessee of any of its covenants contained in this Lease or of the right of Lessor to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Lessor of any breach by Lessee shall not be deemed to be a waiver of the right of Lessor to declare forfeiture for any other breach or of any other covenant.

7.04 Right of Lessor to Protect Against Default. If Lessee fails to observe or perform any of its covenants contained herein, Lessor, at any time thereafter and with seven (7) days notice, or in the case of a situation deemed by Lessor to constitute an emergency, without notice, shall have the right but not the obligation to observe or perform such covenant for the account and at the expense of Lessee, and shall not be liable to Lessee or anyone claiming by, through, or under it for any loss or damage by reason thereof to the occupancy, business, or property of any of them. All costs and expenses paid or incurred by Lessor in observing or performing such covenant shall constitute additional rents, which Lessee shall forthwith pay to Lessor upon statements therefor.

7.05 Lessor's Remedies. If any default by Lessee shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity or other provisions of this Lease, to which Lessor may resort cumulatively or in the alternative. The election of one remedy for any one default shall not foreclose an election of any other remedy for another default or for the same default at a later time.

- A. Termination in the Event of Default. Lessor may, at Lessor's election, terminate this Lease in the event of default by giving Lessee notice of termination. On the giving of the notice, all Lessee's rights in the Leased Premises shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Leased Premises and all improvements, and Lessor may re-enter and take possession of the Leased Premises and all remaining improvements, except that the building currently located on the Leased Premises shall remain the property of Lessee.

Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or accruing against Lessee, or any other relief available to Lessor.

- B. Recovery of Rent. Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of one and a half (1.5%) percent from the due date of each installment.
 - C. Lessee's Personal Property. Lessor may, if Lessee fails to remove personal property or any new improvements within the time allowed above, use Lessee's personal property, Lessee's trade fixtures on the Leased Premises, or any of such property without liability for use or damage, or store them at the sole risk and cost to Lessee.
 - D. Damages. Lessor shall also be entitled, at Lessor's election, to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination and the time the Leased premises are relet; (2) the amount, if any, by which the rent under this Lease exceeds the rent under any subsequent Lease upon reletting calculated over the Lease Term; and (3) all administrative, marketing, maintenance, repair, cleaning and similar costs incurred by Lessor.
- 7.06 Application of Sums Collected by Lessor. Lessor shall apply all proceeds of reletting as follows: first, to the payment of reasonable expenses (including attorney's fees and broker's commissions or both) paid or incurred by or on behalf of Lessor. Second, in recovering possession, placing the Leased Premises and improvements in good condition, and preparing or altering the Leased Premises or improvements for reletting. Third, to the reasonable expenses of securing new lessees. Fourth, to the fulfillment of Lessee's covenants to the end of the Lease term; and finally, to Lessor's uses and purposes.
- 7.07 Costs. In the event Lessee shall be in default in the performance of any of its obligations under this Lease, and Lessor takes any action to enforce this Lease, including, but not limited to, court action, Lessee shall pay Lessor all the expenses incurred by Lessor in taking such action including full and reasonable attorney's fees.

ARTICLE 8 EMINENT DOMAIN

- 8.01 Permanent Taking.
- A. In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or the determination of the Lessor that all or materially all of the Leased Premises is necessary for a public purpose, this Lease shall terminate on the earlier of vesting of title in, or the taking of possession by the condemner, or the written determination of the Lessor.
 - B. If less than materially all of the Leased Premises are taken or if the Lessor determines that it needs less than materially all of the Leased Premises for a

public purpose (herein called a “partial taking”), this Lease shall continue in effect except as to the portion so taken or condemned, but the rent to be paid by Lessee shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

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

ARTICLE 9 GENERAL PROVISIONS

- 9.01 Termination of Prior Lease. The lease agreement dated July 16, 2015 between Lessor and Lessee for the same Leased Premises is terminated upon execution of this Lease. As partial consideration for entering into this Lease, Lessor and Lessee waive all claims and causes of action against the other arising out of the July 16, 2015, agreement, except any claims and causes of action arising out of failure to comply with the requirement to pay rents due.
- 9.02 Lessor's Right to Entry, Inspection and Repair. Lessor may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Lessee or its authorized representative, after giving twenty-four (24) hours advance notice to Lessee of such inspection. To protect the confidentiality of Lessee's clients, Lessor shall take every step possible to not enter without the presence and consent of Lessee except in an emergency or upon agreement by Lessee, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Lessor may enter and inspect the Leased Premises on reasonable notice to Lessee (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Lessee, as may be necessary to avert or terminate the emergency. An emergency is any action, event or condition, either extant or imminent, that threatens significant damage to property or injury to persons on or near the Leased Premises, and

includes, but is not limited to, flood, fire, explosion, uncontrolled dangerous discharge or release of water or fluids, or the unauthorized or illegal placement of hazardous or toxic materials on Leased Premises. The provisions of this paragraph apply to Lessor solely in its capacity as Lessor hereunder and not in any other capacity.

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

To Lessor:

City Manager
P.O. Box 1388
Bethel, Alaska 99559

To Lessee:

Yukon Kuskokwim Health Corporation Attn: Legal
PO Box 528
Bethel AK 99559-0528

- 9.04 Covenants and Conditions. Every provision in this Lease which imposes an obligation upon Lessee or Lessor or invests an option, power, or right in Lessee or Lessor shall be deemed to be a covenant in favor of the other party, and the time of observance and performance by Lessee or Lessor of each such covenant shall be of the essence. Full and faithful observance and performance by Lessee and Lessor of each of its covenants contained in this Lease shall be a condition of this Lease.
- 9.05 Integration and Amendments. Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of Lessor and Lessee with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. No amendment or other modification of the provisions of this Lease shall be effective unless incorporated in a written instrument duly executed and acknowledged by Lessor and Lessee.
- 9.06 Survival and Severability. If any provision of this Lease shall be deemed to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, other than at the initiative or with the support of Lessor, within thirty (30) days of receipt of written notice of such holding, Lessor shall have the right and option, exercisable by written notice thereof to Lessee, to terminate this Lease effective as of the date of such written notice of exercise. It is understood and agreed that otherwise this Lease, except for such provision so held to be void or otherwise unenforceable, shall remain in full force and effect.
- 9.07 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. The designations "Lessor" and "Lessee" include their respective successors and assigns and shall be so construed that

the use of the singular includes the plural number, and vice versa, and the use of any gender include the other genders. If at any time during the Lease Term Lessee is more than one person or entity, including persons who are partners and operate Lessee as a partnership, their liability thereunder shall be joint and several.

- 9.08 Lessor's Authority to Convey Fee Title. Lessor retains the absolute and unconditional right to convey fee title in the Leased Premises or an interest or estate therein, subject to this Lease and the interest of any Qualified Mortgagee.
- 9.09 Captions. The captions of the paragraphs are for convenience only, are not operative, and neither limit nor amplify in any way the provisions hereof.
- 9.10 Execution and Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 9.11 Governing Law/Construction. This Lease shall be construed and governed by the laws of the State of Alaska. This Lease was negotiated between the parties and shall not be strictly construed against either party. In the event that a question, dispute, or requirements for interpretation or construction shall arise with respect to this Lease, jurisdiction and venue shall lie exclusively with the Bethel Court in the Fourth Judicial District at Bethel, Alaska.
- 9.12 Waiver of Sovereign Immunity. Lessee expressly waives, relinquishes, and promises not to assert as a defense its sovereign immunity or any other form of immunity for the purpose of enforcing this Lease. Lessee's relinquishment and waiver herein is limited to the sole purpose set forth in the preceding sentence.
- 9.13 Authority to Execute Lease. The Parties represent that the person signing this Lease on its behalf has been duly authorized to do so.

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

CITY OF BETHEL

**YUKON-KUSKOKWIM HEALTH
CORPORATION**

By: _____
Lori Strickler
Acting City Manager

By: _____
Dan Winkelman
President and CEO

Date Signed: _____

Date Signed: _____

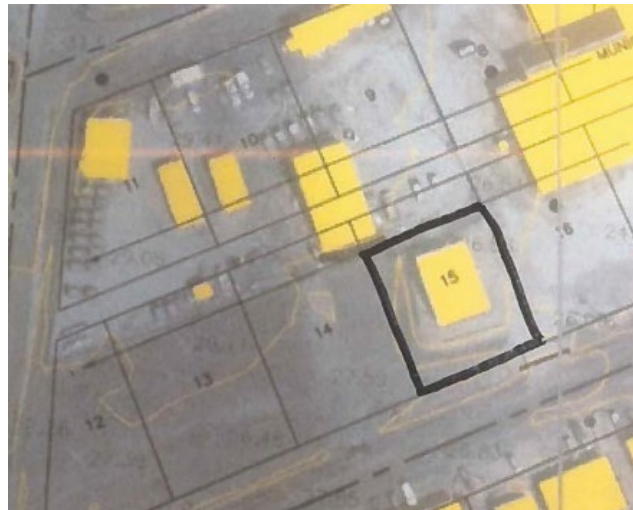
CITY OF BETHEL

NOTICE OF INTENT TO LEASE CITY OWNED REAL PROPERTY (BMC 4.08.030—4.08.050)



Property—Location, Legal Description, Method of Disposal & Value:

The City of Bethel owns the land and building located at 370 Fourth Avenue, legal description of Lot 15, Block 7, Bethel Townsite, designated as Municipal Reserve on official townsite plat, United States Survey 3230-A and 3230-B. The property is zoned Public Lands and Institutions and is 11,500 sq ft. The warehouse is 2,000 square feet.



The intended disposal will be by ten-year lease agreement at \$5,640 annual lease rate with 3% increases applied annually.

The Lease, if approved will be to the Yukon Kuskokwim Health Corporation.

The Lease will be for less than fair market value, and without seeking bids in accordance with BMC 04.08.030 (B), Disposal to Entity Providing Necessary Public Service. YKHC will use the space for water plant operator training for the region, further, the warehouse acts as the storage location for critical parts and emergency response equipment for water/sewer systems throughout the YK Delta.

The estimated assessment of the land being disposed of is based off a 2019 valuation date of Lot 1, Block 7, Bethel Townsite which is assessed at \$7,820 annually.

Date, Time, Place and Manner of Proposed Disposal

The Council will consider the adoption of an Ordinances authorizing this disposal on August 27, 2024, at 6:30 p.m. in the Bethel City Council Chambers, located at 300 Chief Eddie Hoffman Highway in Bethel, Alaska. A public hearing will be held for public comment on the adoption of each of the land disposal authorizations.

City of Bethel Action Memorandum

Action memorandum No.	24-22		
Date action introduced:	August 13, 2024	Introduced by:	Acting City Manager Strickler
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Authorize the City Manager to negotiate and execute two agreements with the University of Alaska Fairbanks (UAF) and to authorize the Contributions from the FY2025 Budget: (1) \$112,000 to the UAF Cooperative Extension 4-H Program, and (2) \$72,600 to the Kuskokwim Consortium Library.

Attachment(s): (1) City of Bethel and the University of Alaska Fairbanks School of Natural Resources & Extension Agreement and (2) City of Bethel and UAF Kuskokwim Campus Consortium Library Agreement

Amount of fiscal impact	Source of Funding	Account information
\$112,000	FY 2025 Budget	100-72-6431 74-H Contribution
\$92,600	FY 2025 Budget	100-72-6509 Consortium Library

Summary Statement

The University of Alaska has a longstanding history of providing valuable educational programs and community services that benefit our residents. By partnering with the University, we can enhance the reach and impact of these programs, ensuring that more members of our community have access to the resources and opportunities they offer.

4-H Youth Center

The proposed partnership will involve the City contributing \$112,000 to support 4-H programs hosted by the University of Alaska, at the Bethel 4-h Youth Center. In connection with this financial support, the City separately provided access to the City owned land and building through a one dollar a year, long term lease agreement, and covers water/sewer/garbage expenses, as well as facility maintenance.

Consortium Library

The proposed partnership will involve the City contributing \$92,600 to support the Consortium Library programs hosted by the University of Alaska.

This council funded collaboration represents an opportunity to invest in the future of our community, leveraging the strengths and resources of both the City and the University in providing essential services to the residents we serve.

**CONSORTIUM LIBRARY AGREEMENT
BETWEEN
THE CITY OF BETHEL
AND
THE UNIVERSITY OF ALASKA FAIRBANKS KUSKOKWIM CAMPUS**

An Agreement made by and between the University of Alaska (hereafter "University") and the City of Bethel, a municipal corporation (hereafter "City")

WHEREAS, the University acting by and through its local affiliate, Kuskokwim Campus, and the City have determined that it is in the public interest to share library collections and facilities in the operation of a library in Bethel and;

WHEREAS, a cooperative effort of the University and the City in serving residents of Bethel is cost-effective and mutually advantageous;

The parties hereto do mutually agree as follows:

ARTICLE I

The University shall:

- A. Manage the library facility to accommodate and include:
 - 1. Public access to Kuskokwim Consortium Library and its collection;
 - 2. Public access to reference and inter-library loan services;
 - 3. Public access to library assistance in the form of trained personnel;
 - 4. A year-end report of grant expenses to the City of Bethel;
 - 5. If requested, an entire multipurpose room at least twice annually, including set up and break down of equipment, on a date to be mutually determined and at no cost to the City.
- B. Provide physical maintenance and utilities of the Premises.
- C. Appoint, employ, and compensate a full-time professional librarian during the College Academic Year who meets the appropriate standards of the American Library Association and whose duties shall include, but not be limited to, supervision of all operational services offered by the library, and responsibility for all acquisitions;
- D. Employ other personnel as deemed necessary;
- E. Maintain separate accounting of financial records;
- F. Provide public access to the library for approximately 40 hours per week, except as otherwise limited by the pending COVID-19 pandemic emergency;
- G. Provide materials traditional to public libraries and the Kuskokwim Consortium library in quantity and quality sufficient to maintain the collection to meet the informational and recreational needs of the community;
- H. Provide library programs to meet the informational and recreational needs of the community as possible with existing library staff and Friends of the Library volunteers.
- I. Provide an electronic lending library that allows users to borrow books on Kindle, Nook, or other similar devices at no charge.

- J. Provide the city manager with quarterly reports on activities and services.

The City Shall:

- A. Pay Kuskokwim Campus for services a total annual sum of \$92,600. Payment for these services will be made by the City in two (2) equal payments of \$46,300 upon receipt of an invoice from the University. Payment for the first installment will be available between July 1, 2024, and December 30, 2024. Payment for the second installment will be available between January 1, 2025 and June 30, 2025. All funds must be expended before June 30, 2025, or shall be forfeited.
- B. Provide snow removal for the Library parking lot as needed;
- C. Provide a dumpster and garbage removal at no charge to University;

ARTICLE II

It is further mutually agreed that:

- A. Equipment, furnishing, and literary holdings shall remain the property of the respective owner;
- B. To the extent allowed by law, each party shall indemnify, protect, and hold the other harmless from and against any and all claims, suits, causes of action and judgments arising in favor of any person or corporation, including but not limited to the employees, agents, representatives, and subcontractors of each party, or any third party, on account of any injury, death, or damage to property resulting from the actions, negligence, misfeasance, omissions or errors of said party, its employees, servants, agents, representatives, subcontractors or independent contractors during the term of this Agreement.
- C. This Agreement is subject to renegotiation and amendment at any time upon mutual consent of the parties.
- D. This agreement may be terminated by either party upon the filing of written notice of such intent at least sixty (60) days prior to March 1, 2024, with date of termination being June 30, 2024, or upon shorter notice by mutual consent of both parties;
- E. The library facility shall be known as the KUSKOKWIM CONSORTIUM LIBRARY.

ARTICLE III

The University of Alaska Fairbanks is an affirmative action/equal opportunity employer and educational institution. UAF does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at [www.alaska.edu /titleIXcompliance/nondiscrimination](http://www.alaska.edu/titleIXcompliance/nondiscrimination).

Both parties agree to abide by these principles in the administration of this Agreement and neither institution shall impose criteria which would violate the principles of non-discrimination.

Both parties agree that this Agreement does not create legally enforceable obligations for either party nor does it establish a standard of care attributable to the activities outlined in this document.

FISCAL YEAR 2025

The following list reflects the library services to be provided by Kuskokwim Campus and their related costs to the City of Bethel during the period of July 1, 2024, through June 30, 2025;

All services described in this Agreement with public access to the library for a minimum of 40 hours of library service per week, with the exception of temporary closures due to personnel, public health, or staffing emergencies.

Materials traditional to public libraries and the Kuskokwim Consortium Library in quantity and quality sufficient to maintain the collection to meet the informational and recreational needs of the community.

Library programs to meet the informational and recreational needs of the community as possible with existing library staff and Friends of the Library volunteers.

This Agreement may be modified at any time upon written approval of the parties. There may be no changes to the scope of this Agreement without written consent of both parties.

Director, Kuskokwim Campus
University of Alaska, Fairbanks
DATE: _____

Printed Name

Vice Chancellor for Rural, Community,
and Native Education
College of Rural and Community Development
University of Alaska, Fairbanks
DATE: _____

Printed Name

Executive Director
Office of Grants and Contracts Administration
University of Alaska, Fairbanks
DATE: _____

Printed Name

City Manager
City of Bethel
DATE: _____

Printed Name

CITY OF BETHEL AND
THE UNIVERSITY OF ALASKA FAIRBANKS
SCHOOL OF NATURAL RESOURCES &
EXTENSION

This Agreement is made between the City of Bethel, hereinafter referred to as the "City" and the University of Alaska a Fairbanks, School of Natural Resources and Extension, hereinafter referred to as "UAF." This Memorandum of Agreement is effective July 1, 2024 through June 30, 2025 unless terminated by the City or UAF in accordance with the terms of this Agreement.

Whereas, the University and the City have determined that it is in the public interest to provide and operate a 4-H program in Bethel;

The parties do mutually agree as follows:

ARTICLE I

UAF shall:

- A. Manage and provide a UAF Cooperative Extension 4-H Program to accommodate and include:
 - 1. Access for youth;
 - 2. Trained personnel;
- B. Provide all personnel to manage the program.
- C. Provide 4-H programs to meet the needs of the community as possible with existing 4-H staff and volunteers.
- D. Provide the city manager with quarterly reports on activities and services to include the number of individual youth served, a list of activities provided and number of hours youth services were available.

City shall:

- A. Grant the sum of One Hundred Twelve Thousand (\$112,000) Dollars to UAF for operation of the 4-H Program as UAF deems most appropriate;
- B.** The above sum is to be paid by the City in two (2) equal payments of Fifty-Six Thousand (\$56,000) upon receipt of an invoice from the University. Payment for the first installment will be available between July 1, 2024 and December 30, 2024. Payment for the second installment will be available between January 1, 2025 and June 30, 2025.

ARTICLE II

It is further mutually agreed that:

- A. This Agreement pertains to programming only;
- B. Equipment, furnishings, and holdings shall remain the property of the respective owner/purchaser;
- C. All programing at the Teen Center will be exclusively conducted by UAF and their staff. The City of Bethel has no authority, control or oversight of any of the programs or activities at the Teen Center and takes no responsibilities whatsoever for any of UAF's activities or personnel;
- D. UAF shall indemnify, hold harmless, and defend the City from and against any claim or liability for negligent acts, errors or omissions of UAF under Agreement. UAF 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 UAF and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on comparative fault bases. "City" and "UAF," as used within this article, include the employees, agents, representatives and contractors who are directly responsible, respectively, to each.
- E. To the extent that the UAF is required to indemnify the City, the obligation to indemnify is effective only to the extent permitted by law. The obligation to indemnify is further conditioned on the availability of a valid existing appropriation to cover the obligation. The parties to this Agreement recognize and agree that the UAF has no current appropriation available to it to indemnify under the provisions of this Agreement and that the enactment of an appropriation in the future to finance a payment under these provisions remains in the sole discretion of the legislature and the legislature's failure to make the appropriations creates not further obligation or liability of the UAF;
- F. This Agreement is subject to renegotiations and amendment annually upon a six (6) month written notice.

The signatories of this Agreement warrant that they have the authority and are authorized to sign this Agreement.

Interim City Manager Lanning
City of Bethel

Date

Executive Director,
University of Alaska
Office of Grants and Contracts

Date

City of Bethel Action Memorandum

Action memorandum No.	24-23		
Date action introduced:	8/13/2024	Introduced by:	Lori Strickler, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a contract for the construction of two three-plexes as part of the City's \$3 million grant award from the Alaska Housing Finance Corporation.

Attachment(s): Draft contract.

Amount of fiscal impact	Source of Funding	Account information
	No fiscal impact at this time.	
\$3,000,000	Alaska Housing Finance Corporation through a grant to the City of Bethel	Grantor will pay contractor directly – No City account

Summary Statement

The City of Bethel was given a grant from the Alaska Housing Finance Corporation to hire a contractor to construct professional employee housing units. Once constructed, the City will own the buildings, manage the tenants, and maintain the facility.

The City prepared and issued a Request for Proposals (RFP) on June 14, 2024 to solicit proposals from contractors to construct at least six professional employee housing units. The City posted the RFP on the City website and advertised it on electronic dissemination services, like the Plans Room, Associated General Contractors of Alaska, Contractor Plan Center, Dodge Analytics, and the Procurement Technical Assistance Center at the University of Alaska, Anchorage. Six addendums were issued.

The City received six proposals by the July 11, 2024 deadline. Two City employees scored the six proposals and a third City employee read all six proposals and provided verbal input at the group discussion meeting. The scores are provided below:

	Scorer #1	Scorer #2	Total
Proposal A	97	91.5	188.5
Proposal B	95	88.5	183.5
Proposal C	86	54.5	140.5
Proposal D	80	56.5	136.5
Proposal E	77	65	142
Proposal F	67	68.5	135.5

The City issued a Notice of Intent to Award on August 6, 2024 to the high scoring firm and sent a letter to the other firms notifying them of the City's intention to award the contract to the high scorer. The draft contract attached appeared in the Request for Proposals.

ATTACHMENT G – DRAFT SAMPLE CONTRACT

DESIGN-BUILD CONSTRUCTION CONTRACT FOR PROFESSIONAL HOUSING UNITS

This Contract (hereafter “Contract” or “Agreement”) is entered into this _____ day of _____, by and between the City of Bethel, a municipal corporation (hereafter “Owner” or “City”) and _____ (hereafter “Contractor” or “Design-Builder”) (hereafter collectively “the Parties”) for Professional Housing Units (hereafter “Project”).

ARTICLE 1. GENERAL PROVISIONS

- 1.1. **Relationship of the Parties.** The Parties agree to proceed with the Project on the basis of trust, good faith, and fair dealing. The Contractor agrees to furnish or procure, as permitted by law, the architectural and engineering services set for the below and the construction and administration of the Project.
 - 1.1.1. The Contractor represents that it is an independent contractor and is familiar with the type of work involved in the Project.
 - 1.1.2. Neither the Contractor nor any of its agents or employees shall act on behalf of or in the name of the City unless authorized in writing by the City’s representative.
 - 1.1.3. The Parties shall perform their obligations with integrity, ensuring that each avoids conflicts of interest or promptly discloses any such conflicts to the other Party; and warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents; officers and employees; subcontractors; or others to whom they may be liable, to secure preferential treatment.
- 1.2. **Design Professional:** Architectural and engineering services, if any, shall be procured from licensed, independent design professionals retained by the Contractor or furnished by licensed employees of the Contractor, as permitted by Law. The person or entity providing architectural and engineering services, if any, shall be referred to as the “Design Professional.” The Design Professional shall furnish and provide architectural and engineering services necessary to design the Project in accordance with the City’s requirements. Such services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity.
- 1.3. **Definitions**
 - 1.3.1. **“Agreement”** means this Contract, as modified, including any amendments, exhibits, addenda, and attachments made part of this Contract upon its execution.
 - 1.3.2. **“Business Day”** means all Days, except weekends and official federal, state, or City holidays observed in Bethel, Alaska.
 - 1.3.3. **“Change Order”** means a written order signed by the Owner and Contractor after execution of this Agreement.
 - 1.3.4. **“Contract Documents”** consist of those documents identified in section **XX**

- 1.3.5. ***“Contract Time”*** is the period between the Date of Commencement and Final Completion.
- 1.3.6. ***“Day”*** means calendar day.
- 1.3.7. ***“Date of Commencement”*** is the Date of the Agreement as provided in the Agreement.
- 1.3.8. ***“Defective Work”*** is any portion of the Work not conforming to the requirements of the Contract Documents.
- 1.3.9. ***“Final Completion”*** occurs on the date when the Contractor’s obligations under this Agreement are complete and accepted by the City and final payment becomes due and payable.
- 1.3.10. ***“Laws”*** means federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Contractor must comply that are enacted as of the Agreement date.
- 1.3.11. ***“Material Supplier”*** is a person or entity retained by the Contractor to provide material and equipment for the Work.
- 1.3.12. ***“Others”*** means other contactors and all persons at the Worksite who are not employed by the Contractor, its Subcontractors, or Material Suppliers.
- 1.3.13. ***“Overhead”*** means payroll costs and other compensation of Contractor’s employees in the Contractor’s principal and branch offices; general and administrative expenses of the Contractor’s principal and branch offices including charges against the Contractor for delinquent payments; and Contractor’s capital expenses, including interest on capital used for the Work.
- 1.3.14. ***“Owner”*** means the City and/or its representatives.
- 1.3.15. ***“Owner’s Program”*** is a description of the City’s objectives, budgetary, and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Design Development Documents which shall include drawings, outline specifications, and other documents illustrating the Project’s design elements, scale, and their relationship to the Worksite.
- 1.3.16. ***“Parties”*** mean, collectively, the City and the Contractor.
- 1.3.17. ***“Project”*** means the building, facility, or other improvements for which the Contractor is to perform the Work under this Contract. It may also include improvements to be undertaken by the City or Others.
- 1.3.18. ***“Subcontractor”*** is a person or entity retained by the Contractor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or any separate contractor employed by the City or any separate contractor’s subcontractors. All subcontractors must be properly licensed to do business in the State of Alaska.
- 1.3.19. ***“Substantial Completion”*** of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the City may occupy or utilize the Project, or a designated portion, for the use for which it is

intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Contractor's control. This date shall be confirmed by a certificate of Substantial Completion signed by the City and the Contractor. The certificate shall state the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected and establish the time for their completion and correction within the timeframe, if any, for the Date of Final Completion.

- 1.3.20. **"Terrorism"** means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- 1.3.21. **"Work"** is the design services, construction services, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.
- 1.3.22. **"Worksite"** means the geographical area of the Project location where the Work is to be performed.

ARTICLE 2. CONTRACTOR'S RESPONSIBILITIES

- 2.1. **Standard of Care.** Contractor shall exercise reasonable skill and judgment in performing the Work.
- 2.2. **Request for Proposals and Response Incorporated by Reference.**
 - 2.2.1. In addition to all requirements in this Contract, all construction requirements and Contractor obligations and responsibilities stated in the Request for Proposals for this Project, and represented in Contractor's response, are incorporated by reference as if fully set forth herein.
 - 2.2.2. The Contractor shall identify in writing any material changes or deviations from the requirements stated in the Request for Proposals or Contractor's response.
- 2.3. **Ownership and Use of Documents.**
 - 2.3.1. The City shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (collectively "Documents") prepared, provided, or procured by the Contractor, its Design Professional, Subcontractors, or consultants and distributed to the City for this Project, upon making of final payment to the Contractor or in the event of termination under this Contract, upon payment of all sums due to Contractor.
 - 2.3.2. In the event of termination of this Contract, the City shall have the right to use, reproduce, and to make derivative works of the Documents to complete the Project.
 - 2.3.3. After completion of the Project, the City may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project.

- 2.3.4. Contractor shall obtain from any Design Professional, Subcontractor, or consultants the rights and rights of use that correspond to the rights given by the Contractor to the City in this Agreement, and the Contractor shall provide evidence that such rights have been secured.

2.4. Construction Services.

- 2.4.1. Construction will begin only when the City issues a written notice to proceed.
- 2.4.2. In order to complete the Work, the Contractor shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.
- 2.4.3. Contractor will coordinate with the City to install any infrastructure to support services obtained, or work to be performed, by the City, including but not limited to telephone cabling, computer network cabling, security systems, in-wall backing, and other specialty systems that are not part of this Agreement.

2.5. Compliance with Laws and Permits.

- 2.5.1. Contractor shall give all notices and comply with all Laws at its own expense. Contractor shall be liable to the City for all loss, cost, or expense attributable to any act or omission by the Contractor, its employees, subcontractors, or agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures.
- 2.5.2. However, liability under this subsection shall not apply if notice to the City was given, and advance approval by appropriate authorities, including the City, is received.
- 2.5.3. Contractor shall obtain and pay for, at no additional cost above the Contract price, the building permits necessary for construction of the Project.

2.6. Schedule of Work.

- 2.6.1. The Contractor shall prepare, submit, and maintain a Schedule of Work for the City's acceptance and written approval as to milestone dates.
- 2.6.2. The schedule shall indicate the commencement and completion dates of various stages of the Work, including dates when information and approvals may be required from the City.
- 2.6.3. The Schedule shall be revised/updated monthly and as required by the conditions of the Work.

2.7. Maintaining Accounts and Records.

- 2.7.1. Contractor shall keep such full and detailed accounts as may be needed for proper financial management under this Agreement.

2.7.2. The City shall be afforded access to all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data.

2.7.3. The Contractor shall preserve all such records for a period of three (3) years after the final payment or longer where required by law.

2.8. **Monthly Written Reports.** Contractor shall submit monthly written reports to the City on the progress of the Work in such detail as required by City and as agreed to by the City and Contractor.

2.9. **Worksite Maintenance.**

2.9.1. The Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work.

2.9.2. Before discontinuing work in an area, the Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus material. The Contractor shall minimize and confine dust and debris resulting from construction activities.

2.9.3. After completing the Work, the Contractor shall remove from the Worksite all construction, equipment, tools, surplus materials, waste materials, and debris.

2.10. **Safety of Persons and Property.**

2.10.1. The Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

2.10.2. Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

2.10.3. Contractor shall designate an individual at the Worksite in the employ of the Contractor to act as the Contractor's designated safety representative with a duty to prevent accidents. Contractor will report immediately in writing all accidents or injuries occurring at the Worksite to the City. When the Contractor is required to file an accident report with a public authority, the Contractor shall furnish a copy of the report to the City.

2.10.4. Contractor shall provide the City with all legally-required notices. The Contractor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

2.10.5. Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Contractor,

or anyone for whose acts the Contractor may be liable, shall be promptly remedied by the Contractor. Damage or loss attributable to the acts or omissions of the City or Others and not to the Contractor shall be promptly remedied by the City.

2.10.6. If the City deems any part of the Work or Worksite unsafe, the City, without assuming responsibility for the Contractor's safety program, may require the Contractor to stop performance of the Work or take corrective measures satisfactory to the City, or both. If the Contractor does not adopt corrective measures, the City may perform them and reduce the Contract Price by the costs of the corrective measures. The Contractor agrees to make no claim for damages, for an adjustment in the Contract Price, or the Date of Substantial Completion or Final Completion based on the Contractor's compliance with the City's reasonable request.

2.10.7. In any emergency affecting the safety of persons or property, the Contractor shall act in a reasonable manner to prevent threatened damage, injury, or loss.

2.11. Hazardous Material.

2.11.1. A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup. The Contractor shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by the City as certified by an independent testing laboratory and approved by the appropriate government agency.

2.11.2. If after commencing the Work, Hazardous Material is discovered at the Project, the Contractor shall be entitled to immediately stop Work in the affected area. The Contractor shall report the condition to the City and, if required, the government agency with jurisdiction.

2.11.3. The Contractor shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

2.11.4. The City shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the City and shall be performed in a manner minimizing any adverse effect upon the Work of the Contractor. The Contractor shall resume Work in the area affected by any Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

2.11.5. If the Contractor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Contractor shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion.

2.11.6. To the extent not caused by the negligent acts or omissions of the Contractor, its Subcontractors, and the agents, officers, directors, and employees of each of them, the City shall indemnify and hold harmless the Contractor, its Subcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, to the extent permitted by this Agreement, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

- 2.11.7. Material Safety Data (MSD) sheets are required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Contractor, Subcontractors, the City or Others, shall be maintained at the Project by the Contractor and made available to the City and Subcontractors.
- 2.11.8. During the Contractor's performance of the Work, the Contractor shall be responsible for the proper handling of all materials brought to the Worksite by the Contractor.
- 2.11.9. Section 2.11.6 shall survive the completion of the Work under this Contract or any termination of this Contract.

2.12. Warranty.

- 2.12.1. The Contractor warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion. Extended warranties required by specification or offered by manufacturers (such as 20-year root warranty) are to be passed through to the City and submitted in accordance with the Supplemental Conditions.
- 2.12.2. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by the City but purchased by the Contractor and are inconsistent with the selection criteria that otherwise would have been followed by the Contractor, the Contractor shall assist the City in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- 2.12.3. The Contractor shall secure required certificates of inspection, testing, or approval and deliver them to the City.
- 2.12.4. With the assistance of the City's maintenance personnel, the Contractor shall direct the checkout of utilities and start-up operations and adjusting and balancing of systems and equipment for readiness.

2.13. Correction of Work Within Two Years.

- 2.13.1. If, prior to Substantial Completion and within two years after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, any Defective Work is found, the City shall promptly notify the Contractor in writing. Unless the City provides written acceptance of the condition, the Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period the City discovers and does not promptly notify the Contractor or give the Contractor an opportunity to test or correct Defective Work as reasonably requested by the Contractor, the City waives the Contractor's obligation to correct that Defective Work as well as the City's right to claim a breach of the warranty with respect to that Defective Work.
- 2.13.2. With respect to any portion of the Work first performed after Substantial Completion, the two-year correction period shall be extended by the period of time between Substantial Completion and the

actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Contractor.

- 2.13.3. If the Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from the City prior to final payment, the City may correct it in accordance with the City's right to carry out the Work. In such a case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due to Contractor. If payments then or thereafter due Contractor are insufficient to cover such amounts, the Contractor shall pay Owner the difference.
- 2.13.4. The Contractor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, the City discovers any Work which the City considers Defective Work, the City shall seek recovery. If the Contractor elects to correct the work, it shall provide written notice of such intent within fourteen (14) days of its receipt of notice from the City and shall complete the correction of Work within a mutually agreed timeframe. If the Contractor elects not to correct the Work, the City may have the Work corrected by itself or Others, and, if the City intends to seek recovery of those costs from the Contractor, the City shall promptly provide the Contractor with an accounting of the correction costs it incurs.
- 2.13.5. If the Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work on existing buildings, the Contractor shall be responsible for the cost of correcting the destroyed or damaged property.
- 2.13.6. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Contractor's other obligations under the Contract Documents.
- 2.13.7. Prior to final payment, at the City's option and with the Contractor's agreement, the City may elect to accept Defective Work rather than require its removal and correction. In such case, the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.
- 2.14. **Confidentiality.** The Contractor shall treat as confidential and not disclose to third persons, except Subcontractors, and the Design Professional as is necessary for the performance of the Work, or use for its own benefit any of the City's developments, confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Contractor or which the Contractor may acquire in connection with the Work. The City shall treat as confidential information all of the Contractor's estimating systems and historical and parameter cost data that may be disclosed to the City in connection with the performance of this Contract. The City and the Contractor shall each specify those items to be treated as confidential and shall mark them as "CONFIDENTIAL."
- 2.15. **Additional Services.** The Contractor shall provide or procure the following additional services upon the request of the City. A written agreement between the City and the Contractor shall define the extent of such additional services. Such additional services shall be considered a Change in the Work, unless they are specifically otherwise included in this Contract.
 - 2.15.1. consultations, negotiations, and documentation supporting the procurement of Project financing;
 - 2.15.2. surveys, site evaluations, legal descriptions, and aerial photographs;

- 2.15.3. appraisals of existing equipment, existing properties, new equipment, and developed properties;
 - 2.15.4. investigation or making measured drawings of existing conditions or the verification of City-provided drawings and information;
 - 2.15.5. artistic renderings, models, and mockups of the Project or any part of the Project or the Work;
 - 2.15.6. inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Work;
 - 2.15.7. interior design and related services including procurement and placement of furniture, furnishings, artwork, and decorations;
 - 2.15.8. making revisions to design documents after they have been approved by the City when revisions are due to causes beyond the Contractor's control Causes beyond the Contractor's control do not include acts or omissions on the part of Subcontractors or a Design Professional;
 - 2.15.9. estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of Contractor;
 - 2.15.10. the premium portion of overtime work ordered by the City including productivity impact costs, other than that required by the Contractor to maintain the Schedule of Work;
 - 2.15.11. obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial startup;
 - 2.15.12. services for tenant or rental spaces not a part of this Agreement;
 - 2.15.13. services requested by the City or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice;
 - 2.15.14. serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project;
 - 2.15.15. Document reproduction exceeding the limits provided for in this Agreement;
 - 2.15.16. providing services relating to Hazardous Material discovered at the Worksite; and
 - 2.15.17. other services as agreed to by the Parties and identified in an attached exhibit;
- 2.16. **Contractor's Representative.** The Contractor shall designate a person who shall be the Contractor's authorized representative. The Contractor's authorized representative is _____.

ARTICLE 3. CITY'S RESPONSIBILITIES

- 3.1. **Information and Services Provided by City.** The City's responsibilities under this article shall be provided with reasonable detail and in a timely manner.
- 3.2. **Financial Information.** Before commencing the Work and thereafter at the written requires of the Contractor, the City shall provide the Contractor evidence of Project financing. Evidence of such financing shall be a condition precedent to Contractor's commencing or continuing the Work. Contractor shall be notified prior to any material change in Project financing.
- 3.3. **Worksite Information.** To the extent the City has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the City shall provide at the Owner's expense and with reasonable promptness:
- 3.3.1. Information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Contractor in laying out the Work;
- 3.3.2. tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law; and
- 3.3.3. any other information or services requested in writing by the Contractor which are required for Contractor's performance of the Work and under the City's control.
- 3.4. **Mechanics and Construction Lien Information.** Within seven (7) days after receiving the Contractor's written request, the City shall provide the Contractor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the City's interest in real property on which Project is located, and the record legal title.
- 3.5. **Responsibilities During Design.** City shall review and approve development of the Project design.
- 3.6. **Responsibilities During Construction.**
- 3.6.1. The City shall review the Schedule of Work, timely approve milestone dates set forth, and timely respond to its obligations;
- 3.6.2. If the City becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the City shall give prompt written notice to the Contractor. Failure of Owner to give such notice shall not relieve the Contractor of its obligations to fulfill the requirements of the Contract Documents;
- 3.6.3. The City shall have no additional obligations to Subcontractors, suppliers, or the Contractor;
- 3.6.4. The City shall provide insurance for the Project as specified in this Agreement.

- 3.7. **City's Representative.** The City's representative is _____. The representative:
- 3.7.1. shall be fully acquainted with the Project;
 - 3.7.2. agrees to furnish the information and services required of the City so as not to delay the Contractor's Work ;
 - 3.7.3. shall have the authority to bind the City in all matters requiring the City's authorization or written notice. If the City changes its representative or the representative's authority as listed above, the City shall notify the Contractor in writing in advance.

ARTICLE 4. SUBCONTRACTS

Work not performed by the Contractor with its own forces shall be performed by Subcontractors or the Design Professional.

- 4.1. **Retaining Subcontractors.** The Contractor shall not retain any Subcontractor to whom the City has a reasonable and timely objection, provided the City agrees to increase the Contract Price for any additional costs incurred by the Contractor as a result of such objection. The Contractor shall not be required to retain any subcontractor to whom the Contractor as a reasonable objection.
- 4.2. **Management of Subcontractors.** The Contractor shall be responsible for the management of the Subcontractors in performance of their work.
- 4.3. **Contingent Assignment of Subcontracts.**
 - 4.3.1. If this Agreement is terminated, each subcontract agreement shall be assigned by the Contractor to the City, subject to the prior rights of any surety, provided that:
 - 4.3.1.1. The Agreement is terminated by the City consistent with its terms;
 - 4.3.1.2. The City accepts any such assignment, after termination by notifying the Subcontractor and Contractor in writing and assumes all rights and obligations of the Contractor pursuant to each Subcontract agreement.
 - 4.3.2. If the City accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.
- 4.4. **Binding of Subcontractors and Material Suppliers.** The Contractor agrees to bind every Subcontractor and Material Supplier to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors and Material Suppliers portions of the work.

ARTICLE 5. CONTRACT TIME

- 5.1. **Date of Commencement.** The Date of Commencement is the last date that all parties have duly executed this Agreement. The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.
- 5.2. **Substantial Completion/Final Completion.**

- 5.2.1. Substantial Completion of the Work shall be achieved on or before _____. Unless otherwise specified, the Work shall be finally complete on or before _____, subject to adjustments as provided for in the Contract Documents.
- 5.2.2. Time is of the essence for this Agreement and Contract Documents.
- 5.2.3. The Date of Final Completion of the Work is _____, subject to adjustments as provided for in the Contract Documents.
- 5.2.4. Unless instructed by the City in writing, the Contractor shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the City and the Contractor.

5.3. **Delays and Extensions of Time.**

- 5.3.1. If the Contractor is delayed at any time in the commencement of progress of the Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: acts or omissions of the Owner and/or others; changes in the Work or the sequencing of the Work ordered by the City or arising from decisions of the City that impact the time of performance of the Work; encountering Hazardous Materials or concealed or unknown conditions; delay authorized by the City pending dispute resolution or suspension by the City; transportation delays not reasonably foreseeable; labor disputes not involving the Contractor; general labor disputes impacting the Project but not specifically related to the Worksite; fire; Terrorism; epidemics; adverse governmental actions; unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated. The Contractor shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with this Agreement.
- 5.3.2. In addition, if the Contractor incurs additional costs as a result of a delay that is caused by acts or omissions of the City or Others, changes in the Work or the sequencing of the Work ordered by the City, or arising from decisions of the City that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by the Contractor or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution or suspension by the Owner, the Contractor shall be entitled to an equitable adjustment in the Contract Price subject to the terms of this Agreement.
- 5.3.3. In the event that delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

5.4. **Liquidated Damages.**

- 5.4.1. **Substantial Completion.** The City and the Contractor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion. Contractor understands that if the Date of Substantial Completion is not attained, the City will suffer damages which are difficult to determine and accurately specify. The Contractor agrees that if the Date of Substantial Completion is not attained, the Contractor shall pay the City Two Thousand Two Hundred Fifty Dollars (\$2,250.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall not preclude Contractor's liability to the City for any and all extra costs, losses,

expenses, claims, penalties, and any other damages of any nature whatsoever incurred by the City which are occasioned by any delay in achieving the Date of Substantial Completion.

5.4.2. **Final Completion.** The Contractor and the City agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion. Contractor understands that if the Date of Final Completion established by this Agreement is not attained, the City will suffer damages which are difficult to determine and accurately specify. The Contractor agrees that if the Date of Final Completion is not attained, the Contractor shall pay the City Two Thousand Two Hundred Fifty Dollars (\$2,250.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall not preclude the Contractor's liability to the City for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatever nature incurred by the City which are occasioned by any delay in achieving the Date of Final Completion.

5.4.3. **Other Liquidated Damages.** The Contractor and the City may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be reflected in a separate written instrument signed by both parties and incorporated by reference into this Agreement.

ARTICLE 6. CONTRACT PRICE

- 6.1. **Design:** _____
- 6.2. **Construction Services:** _____
- 6.3. **Builder's Risk Insurance:** _____
- 6.4. **Total Contract Price:** _____, subject to adjustment in accordance with the provisions of this Agreement.

ARTICLE 7. PAYMENT

7.1. Prior to submitting the first application for payment, the Contractor shall provide a Schedule of Values satisfactory to the City, consisting of a breakdown of the Contract Price and any Design Services.

7.2. On or before the twenty-fifth Day of each month after the Work has commenced, the Contractor shall submit to the City an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the City. Approval of payment applications for such stored materials shall be conditioned upon submission by the Contractor of bills of sale and applicable insurance or other procedures satisfactory to the City to establish the City's title to such materials or to otherwise protect the City's interest, including transportation to the site.

7.3. Within seven (7) Days after receipt of each monthly application for payment, the City shall give written notice to the Contractor of the City's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such application, the City shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts previously paid by the City. If such application is rejected in whole or in part, the City shall indicate the reasons for its rejection. If the Owner and the Contractor cannot agree on a revised amount, then, within thirty (30) Days after its initial rejection in part of such application, the City shall pay directly to the Contractor the appropriate amount for those items not rejected by the City for which application for payment is made, less amounts previously paid by the City. Those items rejected by the City shall be due and

payable when the reasons for the rejection have been removed or resolved.

7.4. If the City fails to pay the Contractor at the time payment of any amount becomes due, then the Contractor may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by the City, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

7.5. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the City upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests, or encumbrances (hereafter collectively "liens").

7.6. The City's payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

7.7. Upon Substantial Completion of the Work, the City shall pay the Contractor the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of the Contractor's estimated cost of completing any unfinished items as agreed to between the City and Contractor as to the extent and time for completion. The City thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

7.8. **Stored Materials and Equipment.** Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite, including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment shall be conditioned on submission by the Contractor of bills of sale and proof of required insurance, or such other procedures satisfactory to the City to establish the proper valuation of the stored materials and equipment.

7.9. **Adjustment of Contractor's Application for Payment.** The City may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect the City from loss or damage, to the extent the Contractor is responsible under this Agreement.

7.10. **Owner Occupancy or Use of Completed or Partially Completed Work.** Portions of the Work that are completed or partially completed may be used or occupied by the City when (a) the portion of the Work is designated in a Certificate of Substantial Completion; (b) appropriate insurers or sureties consent to the occupancy or use; and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. The Contractor shall not unreasonably withhold consent to partial occupancy or use. The City shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the City.

7.11. **Final Payment.** Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, materials, bills, and other indebtedness connected with the Work have been paid or otherwise satisfied. In making final payment, the Owner waives all claims except for outstanding liens; improper workmanship or defective materials appearing within one year after the date of Substantial Completion; Work not in conformance with the Contract Documents; and terms of any special warranties required by the Contract Documents. In accepting final payment, the Contractor waives all claims except those previously made in writing and which remain unsettled.

ARTICLE 8. INDEMNITY, INSURANCE, AND BONDS

8.1. **Indemnity.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the City's officers, directors, members, consultants, agents, and employees (the Indemnitees) and the City's

Representative from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under this Agreement, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work.

- 8.1.1. The Contractor shall indemnify, hold harmless, and defend the City and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor's performance of the Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the City's negligence.
- 8.1.2. This Contract does not create a third-party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action.
- 8.1.3. Contractor shall exercise that degree of skill, care, and judgment commensurate with the professional standards for the services of a similar nature.
- 8.1.4. Contractor shall correct, through re-performance at its expense, any services which are deficient or defective because of the Contractor's failure to perform said services in accordance with professional standards.

8.2. **Contractor's Liability Insurance.**

- 8.2.1. **Business Income Insurance.** The City may procure and maintain insurance against loss of use of the City's property caused by fire or other casualty loss.
- 8.2.2. **Insurance Requirements.** Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the City covering injury to persons and property suffered by the City of Bethel or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that are permitted to transact the business of insurance in the State of Alaska under AS 21; and have a financial rating acceptable to the City. The Contractor shall notify the Project Manager, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under this Agreement.
- 8.2.3. **Specific Policy Requirements.** Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract. The City shall be named as an additional insured on all policies required herein. All of the following insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the City of Bethel, whether through self-insurance or otherwise. In any contract or agreement with Subcontractors performing work, Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Bethel and to add the City of Bethel as an additional named indemnitee and as an additional insured. Contractor shall furnish evidence prior to execution of this Agreement in the form of a certificate of insurance or a policy declaration page with all required endorsements attached and must: denote

the type, amount, and class of operations covered; show the effective and retroactive dates of the policy; show the expiration date of the policy; include all required endorsements; be executed by the carrier's representative; and if a certificate of insurance, include the following statement: This is to certify that the policies described herein comply with all aspects of the insurance requirements of the Professional Housing Grant Project funded through AHFC. The insurance carrier agrees that it shall notify the Contractor, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

- 8.2.3.1. **Workers' Compensation.** As required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. Contractor shall be responsible for Workers' Compensation insurance for any subcontractor who performs work under this Contract. The contractor shall submit copies of all subcontractors' workers' compensation insurance. The insurance shall include: (a) waiver of subrogation against the City; (b) Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit; (c) "Other States" endorsement if the Contractor directly uses labor outside of the State of Alaska; (d) United States Longshore and Harbor Workers' Act Endorsement to the extent the Work involves activity over or about navigable water; and (e) Maritime Employers' Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000 whenever the Work involves activity to or from a vessel on navigable water.
- 8.2.3.2. **Commercial General Liability:** on an occurrence policy form covering all operations with combined single limits not less than: (a) \$1,000,000 each occurrence; (b) \$1,000,000 personal injury; (c) \$2,000,000 general aggregate; and (d) \$2,000,000 products-completed operations aggregate.
- 8.2.3.3. **Automobile Liability:** covering all vehicles used in Contract Work, with combined single limits not less than \$1,000,000 each occurrence.
- 8.2.3.4. **Umbrella Coverage:** for Contract amounts over \$5,000,000, not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- 8.2.3.5. **Professional Liability Insurance.** Contractor shall obtain, either itself or through the Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Contract which shall be a practice policy written for not less than \$1,000,000 per claim and in the aggregate. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Design Professional. This coverage shall be continued in effect for five years after the Date of Substantial Completion.
- 8.2.3.6. **Builder's Risk Insurance.** Before commencing the Work, the Contractor shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the City, City's Representative, and Professional Service Consultants hired by the City in connection with the Project as named insureds. The policy shall be written as a Builder's Risk Policy or equivalent from to cover all risks of physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning,

explosion, windstorm, hail, smoke, aircraft (except aircraft operated by or on behalf of Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and damage resulting from defective design, workmanship, or material, and material or equipment stored offsite, onsite, or in transit.

- 8.2.4. The City's acceptance of deficient evidence of insurance does not constitute a waiver of the Contract requirements.
- 8.2.5. Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the City's discretion, be sufficient grounds for declaring the Contractor in default.
- 8.2.6. **Royalties, Patents, and Copyrights.** Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and incorporated in the Work. Contractor shall indemnify and hold harmless the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The City agrees to indemnify and hold harmless the Contractor from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by the City.
- 8.2.7. **Performance Bond.** A performance bond is required of the Contractor. The bond shall be issued by a surety licensed in the State of Alaska and must be acceptable to the City. The City shall not withhold acceptance without reasonable cause. The bond shall be issued in the penal sum equal to _____% of the Contract price, including design and construction. The bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance policies required by this Agreement, whether or not such insurance is provided in an amount sufficient to cover such damages. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the bond increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to _____% of the Contract Price. Contractor shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Contract Price or the Dates of Substantial Completion or Final Completion, though the Contractor shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 9. SUSPENSION, NOTICE TO CURE, AND TERMINATION

9.1. Suspension by City for Convenience.

- 9.1.1. The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience.
- 9.1.2. Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

9.2. Owner's Right to Perform Contractor's Obligations and Termination by the Owner for Cause.

- 9.2.1. If the Contractor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction or is otherwise guilty of a material breach of a provision of this Agreement, the Contractor may be deemed in default.
- 9.2.2. If the Contractor fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then the City shall give the Contractor a second notice to correct the default within a three (3) Day period.
- 9.2.3. If the Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the City without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to the Contractor; and (d) as the City deems necessary, supply workers an materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Contractor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.
- 9.2.4. In the event of an emergency affecting the safety of persons or property, the City may immediately commence and continue satisfactory correction of a default without first giving written notice to the Contractor but shall give prompt written notice of such action to the Contractor following commencing the action.
- 9.2.5. If the Contractor files a petition under the bankruptcy code, this Agreement shall terminate if the Contractor or the Contractor's trustee rejects the Agreement or, if there has been a default, the Contractor is unable to give adequate assurance that the Contractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.
- 9.2.6. If the City exercises its rights under this Article, upon the request of the Contractor the City shall provide a detailed accounting of the cost incurred by the City.
- 9.2.7. If the City terminates this Agreement for default, and it is later determined that the Contractor was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience with all the attendant rights of the Parties as provided for in this Agreement.

9.3. **Termination by City for Convenience.** If the City terminates this Agreement other than as set forth in this Article, the City shall pay the Contractor for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs.

- 9.3.1. If the City terminates this Agreement before commencing construction, the Contractor shall be paid the unpaid balance of the Contractor's design costs as set forth in the Schedule of Values and for all proven loss, cost, or expense in connection with the Work.
- 9.3.2. If the City terminates this Agreement after commencing construction, the Contractor shall be paid the unpaid balance of the Contractor's design costs as set forth in the Schedule of Values, and for any Construction services provided to date.

9.3.3. The City shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the City, for all equipment retained. The City shall assume and become liable for obligations, commitments, and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, the Contractor shall cooperate with the City by taking all steps necessary to accomplish the legal assignment of the Contractor's rights and benefits to the City, including the execution and delivery of required papers.

9.4. **Termination by the Contractor.** Upon thirty (30) Days' written notice to the City, the Contractor may terminate this Agreement for any of the following reasons:

9.4.1. If the Work has been stopped for a thirty (30) Day period (a) under court order or order of other governmental authorities having jurisdiction; or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Contractor materials are not available.

9.4.2. If the Work is suspended by the City for thirty (30) Days.

9.4.3. If the City fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project, in accordance with this Agreement.

9.4.4. If the City has for thirty (30) days failed to pay the Contractor pursuant to this Agreement, Contractor may give written notice of its intent to terminate this Agreement. If the Contractor does not receive payment within seven (7) Days of giving written notice to the City, then upon seven (7) Days' additional written notice to the City, the Contractor may terminate this Agreement.

9.4.5. Upon termination by the Contractor in accordance with this Agreement, the Contractor shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages.

ARTICLE 10. DISPUTE MITIGATION OR RESOLUTION

10.1. **Work Continuance and Payment.** Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If the Contractor continues to perform, the City shall continue to make payments in accordance with the Agreement.

10.2. **Direct Discussions.** If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good-faith direct discussions between the Parties' representatives.

10.3. **Litigation.** If the matter remains unresolved, the Parties shall litigate in either state or federal court in the State of Alaska, with venue for state court in superior court for the Fourth Judicial District at Bethel.

10.4. **Lien Rights.** Nothing in this article shall limit any rights or remedies not expressly waived by the Contractor that the Contractor may have under lien laws.

ARTICLE 11. MISCELLANEOUS

- 11.1. Extent of Agreement.** Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated Agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the City and Contractor and not for the benefit of any third party.
- 11.2. Assignment.** Neither the City nor the Contractor shall assign its interest in this Agreement without the written consent of the other, except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without the written consent of the other except that the City may assign the Agreement to a wholly-owned subsidiary of the City when the City has fully indemnified the Contractor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Contractor than this Agreement. In the event of such assignment, the Contractor shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the City's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.
- 11.3. Governing Law.** This Agreement shall be governed by the laws of the State of Alaska.
- 11.4. Severability.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.
- 11.5. No Waiver of Performance.** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.
- 11.6. Titles and Groupings.** The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.
- 11.7. Notice.** Any notice required by this Agreement shall be given to each Party at the following addresses: for City: _____; for Contractor: _____
- 11.8. Joint Drafting.** The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed in a neutral manner and not for or against either party.
- 11.9. Rights and Remedies.** The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 12. CONTRACT DOCUMENTS

City of Bethel, Alaska

Acting City Manager's Office

July 24-August 6, 2024

Staff

We are excited to welcome Kelsi Kime to the team. Kelsi will be filling the much-needed role as Public Safety Admin (with a focus on PD). For some time, our transportation industry has been without a municipal resource for their permits and licenses. While Kelsi will have much on their plate, we can already tell, they are up for the challenge.

General

- There is a Vitus Marine Boat at Beach 1. As of 8/6 /2024 Vitus is working on a permit from the Coast Guard to allow the boat to return to water for the remainder of the season.
- A notice will be included in this month's utility bills. The notice presents the requirements for our piped utility customers to have a utility account for each residential unit on the property, or to have a meter if there is a multi-dwelling unit. There appear to be many properties not complaint. Residents will have until September 1st to become complaint before fines will be assessed.
- A landfill inspection was performed by Department of Environmental Conservation (DEC). From the inspection, we found out that the City's landfill closure study is out of date, it is supposed to be updated every five years to help ensure enough funds are being set aside for the closure of the landfill. We will be presenting a request for the FY26 Capital Budget to get a new study completed. In the meantime, we will be updating our numbers based off inflation for the last five years to get us through this year, this was the recommendation from DEC. Following a review of our prior year budgets set aside for the landfill closure and also reviewing the study it was identified that City has not been setting aside nearly enough money. A budget modification will be presented to the City Council to account for the deficiencies.
- Met with Bill Arnold, Public Works Director, and Chase Nelson, DOWL Engineer, to become more familiar with some of the City's projects DOWL is working on.
- Met with City team and the two members of the Community Parks and Recreation Committee to review of the Community Center expansion project. The construction of this will move through the progressive design build process since the project timeline is so short.
- The City needs to plan for an expansion of the Bethel Memorial Cemetery footprint. Considering the amount of groundwork needed, we are reaching out to the U.S. Army Corps of Engineers to identify any permitting needs. The City is owner of the land, and there is adequate space for expansion. The land was also recently surveyed to confirm the boundary.
- In June the Alaska Department of Military and Veterans Affairs (DMVA) had an event at the Armory which resulted in the collection of AFFF by a city evacuation truck. Following the appropriate cleansing procedures provided by DEC, the was able to place the equipment back into service. We are still working with DMVA as they try to coordinate the return to regular utility services for their wastewater

tanks. We have asked them to provide a written plan of action approved by DEC for their system to be returned to regular hauled services.

- On 7/22/2024 A sewer truck caught fire while at the lagoon. No one was injured but the fire truck was dispatched. The fire was caused by a manufacturer's error. The vehicle is back in service.
- Worked with LKDS to set up a joint onsite training in January for our leadership teams. Staff from of APEI, City's insurance company, will come out and cover a handful of training topics related to personnel management.
- Met with a team of researchers who have been working in the community on and off since April 2022. Through prior research they have developed some useful tools for our hauled services team, and residents. This year, they are performing interviews to determine what their next research project will be. Their research is funded by the National Science Foundation Navigating the New Arctic. It funded primarily through University of Texas, but the research team is made up of students from University of Austin, University of Illinois, and University of Texas. Included in this report are communication tool created by the team to help our residences and staff.
- Worked with a number of team members to first identify ownership then a plan for correction for the house parked in the City's easement.

Kudos

- Pauline Boratko, Planning Admin Assistant worked through some planning permitting needs with a contractor for the State. Her swift response to what could have been a very messy situation for the State, and the City resulted in a timely permitting for the state, and an avoidance of what could have been a very bad situation. Pauline recently hit five years of employment wit the City, we are very thankful for her service.
- Receive kudos from a member of the public for Rich Messenburg and Logan Gusty, Piped Utility Maintenance, for their work and attention to the chronic issues at the lift station located behind the Tundra Center. The resident stated they have had to call piped services multiple times and both employees have been polite, helpful, and patient. They went on to say, they respond quickly and are in good spirits.
- Allie Batchelor, our Accounting Specialist II, provided a suggestion to change the way the City applies the health insurance costs to our employees. Instead of having the monthly charges applied under one check, in January, we are going to apply the deductions in both payroll checks to reduce the take home pay impact for the staff! This is a thoughtful easy operational change that will make a real difference for our employees.
- Held a number of meetings and spent a lot of time drafting a project summary document that includes all of the City's current and recently closed projects. The budget allocation source, a summary of the project scope, the contractors involved and the timeline for completion will be included in this project summary. It is the intent to, following the completion of these current project list, to work with the council to identify future project needs for the organization. Knowing our resource capacity is essential in taking that next step.

Grants

- Met with Lt. Wigner to review the two grants that have been administered through the Police Department. One grant \$93,000 will update our body camera footage hold processes to allow for a more streamlined, and protected upload of the video footage. The footage will be automatically loaded to a cloud environment, as opposed to a download by an officer. This improvement will also permit secured (following approval), access to specific file sets to the District Attorney's Office for case files, saving our staff time and the DA's Office time. There are a number of security features that will be applied with this new system strengthening our risk management response to the necessary public records.

The other grant provides \$200,000 from Rural Violent Crime Reduction Program. Several things are coupled under this grant, to include camera installation around Watson's Corner. The Police Department will be transferring the information on these grants over to the Grant Manager for oversight and reporting.

- Met with Ted Stinson, UrbanKNKT contractor for affordable housing project. The contractor is planning to construct three, three-bedroom single family homes in Bluesky Subdivision.
- Met with John Sargent and Bill Arnold to discuss current projects and obtain a summary of possible grant opportunities to address the capital and project needs for the City.

Council Legislation Prepared/ Supported

- The City Council will be considering two property disposals at the next regular meeting. In preparation for these disposal, prepared the ordinances and notices.
 - One is for the demolition of the yellow building located at 105 Ptarmigan. In the notice of disposal posed around town and in the newspaper, I provided an opportunity to bid on the building in the case someone is interested. The City does not feel the repairs needed for the building to be occupiable, to be worth investment. A contractor looked at the space with the Public Works Director and estimated the repairs to be upward of \$175,000.
 - The second property is by lease of land and building to YKHC. This is a continuation of a prior lease that didn't include a leaser renewal option. The lease is presented for less than fair market value because of the building and land's use.
- Updated the University of Alaska Library and 4-H partnership agreements following the council's FY25 budget adoption. An AM for contract approvals will be on the August 13th agenda.
- Working on three budget modifications for the last meeting in August. One will be to clean up the FY24 budget expenditures to ensure the final budget is balanced considering all funds. The second budget modification is the result of many meetings evaluating our current capital project lists. Some projects have a need for an allocation adjustment, some up, some down, and some new projects for the council consideration. The third, is an FY25 operating budget amendment to account for a few unexpected changes.

Task	Period Total	Year to Date Total
Complaints from Citizens	2	6
Claims Against the City	0	2

Memorandum

Date: July 26, 2024

To: Lori Strickler, Acting City Manager

From: Dean Sawyer, Alaska Communications

Subject: IT Director's Report



July 2024 Current Events

- **Transition from Starlink to OneWeb Internet:**

Work was done in coordination with several technicians at Alaska Communications to troubleshoot the One Web Satellite connection. It was determined that the installation was done incorrectly. The ethernet cables were moved to the correct ports on the RMB in the Public Safety server room. Once this was accomplished and the connection was verified to be working properly, we changed the settings in the firewall to utilize OneWeb as the primary connection. Starlink is still connected and there is a small amount of traffic using that service, however the main carrier is now OneWeb.

- **Fire Dept Copier Repaired:**

The Xerox technician did manage to make it into Bethel and service the paper tray for the Fire department's copier. This was an issue that manifested last month and required a technician to service. The tray is now working and there are no further issues with that machine.

- There were several other user issues dealt with during the week. UPS was replaced at the landfill office. Complaints about a scanner not working at public works was dealt with by extensive cleaning of the feed mechanism on the document feeder. I also helped with several issues for new users in the finance department and updated the user list for scanning in their big copier.

Future Plans

- **Computer replacements:**

Inventory of all the new computers in storage at City Hall was completed. It was reported that some of these computers have already been through the set-up process and the status of that is to be determined. I set up a table in the IT office in preparation for this work which will begin with my next visit to Bethel. I anticipate having them all ready for deployment before February.

CITY OF BETHEL POLICE DEPARTMENT



June 2024 Monthly Report

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Safety Patrol (three grant funded)	3	2	1
Community Service Officer	2	2	0
Evidence and Record Custodian	1	0	1
Administrative Assistant/Taxi Inspector	1	1	0
Public Safety Dispatcher (one E911 funded)	5	3	2
Public Safety Dispatch Supervisor	1	1	0
Peace Officers (one grant funded/reimbursed SRO)	20	16	4

Operations:

Operations Tempo				
	July 2024	June 2024	July 2023	2024 Total
Calls Total	1197*	1176*	1087	7518
Reports Total	168	124	119	647
Intoxicated Pedestrian Calls	146	152	125	892
Driving Under Influence Calls	20	21	23	83
Domestic Violence Reports	25	19	18	195
Disturbance Calls	110	102	59	509
Subject Removal Calls	61	59	73	412
Animal Calls	27	46	26	221
Animal Bite Reports	0	3	0	8
Sexual Assault Reports	4	4	4	42
Death Investigation Reports	1	1	1	11

PERSONAL:

Kelsi Kime Began work as the Administrative Assistant

We are currently working on three background investigation for potential new hires .

Officer Watson and Officer Roberson has been promoted to Sergeants.

We continue to recruit officers, dispatchers, CSP, evidence tech, and admin assistant.

TRAINING:

No specific Trainings have been done this month

Other:

(*) calls for service security checks removed from this number. Officers conducted 244 security checks.

The police department participated in a High Visibility Traffic Enforcement campaign for the month of July. This campaign was sponsored by the Alaska Department of Highway Safety.

Bethel Police Department hosted a Crafts with a Cop community function on July 8th at the community center. We are partnered with the library to host this event. The event was a huge success.

BFD Report	7/1/2024-7/31/2024
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Positions	
Total	10
Filled	8
Volunteers	21

Emergency Responses:	
EMS	147
Fire	17
Vehicle	2
Alarms	3
Lockouts	8
Misc.	4

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



To: Lori Strickler, Acting City Manager
From: Edward Flores, Port Director
Subject: July 2024 Managers Report

- **Small Boat Harbor**

The Small Boat Harbor is in full operation. In July, we had a couple of fishing openers, which went well. However, this still emphasises the need for an expanded parking area in the harbor. Mid July we spread gravel on the embankments during low tide to cover the geo-web that was starting to float. I have been in contact with Alaska Fish & Game and we think that the new fish bin location will work well, we have not noticed any ill effects of moving it so far. For the upcoming fall season we would like to remind everyone to check on their boats in the Small Boat Harbor.

For the summer, we have sold the following:

- 128 - Ramp Permits
- 85 - General Permits
- 77 - Float Spaces
-

- **City Dock/Beach 1/Petro Port**

We have had all the companies move their respective freight off the east wing wall twenty feet, with the exception of a couple of containers that are located on the lower end of the east wing wall. We will be working on getting these containers moved.. We have been changing out exterior light fixtures on the warehouse in the City Dock. Our warehouse lighting project has been elevated to the level of Electrical contractor. We will coordinate with the contractor when they are on ground to get this task accomplished.

- **Port Office**

We did have an issue with connectivity here in the office the last week of July. The Port office was cut off from the City network. The cause of the issue was likely from a crow chewing through the wire for the antenna at the landfill, cutting off the Port Office. This issue has been resolved. Building Maintenance has turned our boilers back on to accommodate the lower temperatures.

- **Admin**

Our monthly storage was prepared and will leave the Port office this first week of August. The Port Commission had its regular meeting on July 15th. Our next meeting will be at City Hall on August 19, 2024, at 7 p.m.

- **Seawall**

Port workers are checking the seawall from the small boat harbor to the petro port. I spoke with a representative for the Bethel Police Department, and I was able to provide them with the codes to open both of the lower access gates so that they can access these areas without cutting locks or going up and down the stairwells along the lower access.

- **Misc.**

We currently have two port attendant positions open at this time. We are looking to fill them as soon as we can.

MEMORANDUM

Date: August 1, 2024
To: Lori Strickler, Acting City Manager
From: Lee Foley, Planning Director
Subject: Planning Director's Report

July 2024 Events

- **Property Issues/Public Nuisances:**
 - 1. **New:**
 - a. 325 Mission Lake Road – **No records of ownership**
 - b. 621 Setter – **House is vacant. Requested ownership data from Recorder's Office**
 - c. 679 6th Street – Certified letter sent to owners – **No response to date.**
 - 2. **Revisited**
 - a. IPHC-Alaska Subdivision – Certified Letter sent to head of United Pentecostal Holiness Church in Oklahoma City on June 30, 2024. Property still presents a biohazard due to human and animal feces on the ground. **BCS purchase offer pending.**
 - b. 17 Kwethluck – **DA's office for action**
 - c. 236 Akiak – **Owner engaged**
 - d. 110 Schwalde Street – Still trying to identify owners – **No record in Recorder's Office, Utility Billing, or Hauled Utilities.**
 - e. 330 Mission Lake Road – **Owner identified. Certified letter forthcoming**
- **Site Plan Permits:** Planning received eleven (11) Residential Site Plan Permits. Four (4) have been processed and seven (7) are on hold pending additional information.
- **Planning Commission:** During the regularly scheduled meeting on Thursday, July 11, 2024, Commission members considered Site Plan Permit Fill Improvements as set forth in the City Attorney's Memorandum to the Planning Director dated June 4, 2024 (attached). The consensus was that a simplified abbreviated form be created to be used in lieu of a Site Plan Permit. The Planning Office will work with the City Attorney to carry out this directive. The proposed changes to the City's Fee Schedule as they apply to Planning were reviewed with no action taken. This item will be on the Commission's August 8, 2024, agenda for a Yes/No vote. Members reviewed a proposal submitted by Senator Hoffman offering a land swap of unsurveyed land in Blue Skies Subdivision for two (2) lots owned by the City in City Subdivision. This offer to be reconsidered on August 8, 2024.
- **Abandoned Vehicles:** Abandoned and derelict vehicles continue to be an issue throughout the City. Planning is working with the recently hired Public Safety Director, the Public Works Director, and the City Attorney as we continue to address this matter.
- **Vacancies:** There are no vacant positions in the Planning Department.

- **Large Projects:**
 1. **KYUK Tall Tower Project** – KYUK’s “Studio Tower” sustained damage due to icing and extreme winds. An inspection of the tower, foundation, and soil samples confirmed replacing the structure and foundation to improve structural integrity and stability was the most prudent course of action. The existing tower will be replaced with an updated self-support tower at the current site. DOWL took the lead for this project and worked in conjunction with KYUK and the Planning Department to determine what documentation was needed for a Special Use Permit to be approved. DOWL submitted a Completeness Review on September 19, 2023, that specified the requirements that KYUK had to fulfill to gain approval. **Those requirements were met by Monday, July 1, 2024, but contrasting legal interpretations of the BMC as it applies to Tall Towers prevented the project from being considered at the regular Planning Commission meeting on Thursday, July 11, 2024. Instead, on Thursday, July 18, 2024, with all legal issues resolved, the Planning Commission held a Special Meeting and approved KYUK’s Special Use Permit, conditional on proof of recording of the lot line adjustment previously submitted. Construction of the new tower is ongoing.**
 2. **Ptarmigan Street Encroachments** – Working with DOWL and DOT in an important infrastructure improvement project funded by federal dollars and the State of Alaska Department of Transportation and Public Facilities. Ptarmigan Street will be upgraded to improve user safety and address functional deficiencies within the roadway. Improvements to drainage, roadside hardware, pedestrian usage, lighting and signage are planned as our dust mitigation, utility relocations, and vegetation clearing and grubbing. Letters have been sent to ten (10) property owners who DOT has identified as presenting encroachment issues that could impede the project. **To date, six (6) property owners have responded, all requesting clarification with respect to the DOT photos and maps that were enclosed with the certified letters. One (1) property owner has inquired about compensation if forced to remove a vital structure. A meeting scheduled with DOWL, DOT, and the City is planned for Tuesday, August 6, 2024.**

MEMORANDUM

DATE: July 31, 2024
TO: Lori Strickler, Acting City Manager
FROM: John Sargent, Grant Manager



SUBJECT: Grant Manager's Report for August 13, 2024 Bethel City Council Meeting

Bethel Animal Shelter

I am in receipt of the suggestions for animal shelter funding from the Bethel Friends of Canines. I prepared and submitted a letter to the Margaret A. Cargill Philanthropies to request an invitation to apply for funding. Animal welfare is one of many priorities for the foundation.

Concerns I have from a grantor's perspective in seeking grant funding for the City's proposed animal shelter are: (1) bid price of \$2,338,604 appears to be an awful lot of money for an animal shelter, (2) Bethel community has a low population (6,152) for such a high-priced shelter, making the dollar cost per human benefit very high, and (3) the fact that the City is currently operating with an animal shelter in place might make grantor feel that new funding is less necessary.

Coronavirus Capital Projects Fund (CCP)

The City was awarded \$9 million in CCP grant funds to design and construct a new community center and gymnasium attached to the YK Fitness Center. DOWL is working to obtain approvals from relevant agencies with a potential stake in construction of a new building on virgin tundra.

Grant Applications in Preparation

EPA Grant for Removal of Derelict Vessels

The City must apply for a grant from the Environmental Protection Agency in order to secure the \$5.018 million appropriation from Senator Murkowski's Office.

Energy Efficiency and Conservation Block Grant Program

The City of Bethel has a chance to secure \$75,220 in formula grant funding from Energy Efficiency Conservation Block Grant Program. City Administration is planning to purchase a solar power project for use at the YK Fitness Center.

Safe Streets 4 All

In order to obtain construction funding from the Safe Streets 4 All grant program, the City must first apply for Planning funding to pay for a Safety Action Plan. The Plan must

recommend physical alterations of a road or other improvements that have the potential to reduce deaths and injuries on the City's roadways. The application deadline is August 29, 2024.

Purchasing Agent Duties

I developed the score sheet and reviewed and scored the six professional housing proposals received in response to the City Request for Proposals. The scoring process is expected to be completed in time to get an AM on the agenda for City Council consideration at their August 13, 2024 meeting.

Current Grants

#	Grant	Amount	Expiration
1	Coronavirus Capital Projects Fund	\$9,000,000	12/31/2026
	DOWL working to obtain approvals from federal agencies regarding the City's proposed construction of a new community center that will contain a gymnasium.		
2	CSP - DHSS FY 2024	\$323,081	6/30/2025
	Police Department is responsible for overseeing the hiring of three CSPs to help people who are unable to care for themselves. There has been one or more CSP vacancies that the City must fill.		
3	23SHSP-GY23 – Virtual Simulator & Fencing	\$268,000	9/30/2025
	The Environmental Historical Preservation (EHP) document submission by the City was approved by the Federal Emergency Management Agency. The City may now prepare and issue a Request for Proposals to hire a contractor to purchase and install the fencing around the City's new V&E Shop. The Police Department wants to reallocate grant funding from the purchase of a virtual shooting simulator to the purchase of a keyless door entry system and building security cameras. The reallocation form will be completed and submitted to the grantor.		
4	COPS Hiring Program - School Resource Officer (SRO)	125,000	6/30/2023
	City must complete final progress report and final financial report. The City must request LKSD to pay for SRO salary not covered by grant.		
5	Yukon-Kuskokwim Health Corporation Diabetes Prevention & Control Program	\$4,738	None
	To do: Complete Final Report and close grant.		

6	Coronavirus Local Fiscal Recovery Fund (ARPA)	\$3,361,604	12/31/2024
	The City spent \$2,001,041 thus far and has \$1,360,563 to spend, some of which is obligated or soon to be obligated in construction contracts. The City is using ARPA funds to pay for its new chemical storage facility and to make Q2 lift station upgrades.		
7	Designated Legislative Grant YK Fitness Center Gym/Track Design	\$500,000	6/30/2026
	The City plans to spend this money first as it designs the new multipurpose community center. Engineer firm, DOWL, LLC, is working on the preliminary design.		
8	Designated Legislative Grant Public Safety Communication Tower	\$500,000	6/30/2028
	STG, Inc. hired to purchase and install the Public Safety Communications Tower.		
9	Designated Legislative Grant Dust Control	\$1,200,000	6/30/2029
	City ready to respond to State with Scope of Work, Budget, and Timeline, which are needed for the State to draw up a grant agreement.		
10	Justice Assistance Grant (JAG)	\$14,108	9/30/2023
	The Police Department purchased a drug dog and sent an officer to training with the dog. All grant funds have been spent. Grant reports are being completed.		
11	Healthy & Equitable Funding	\$242,057	TBD
	The contractor installed two sets of playground equipment in June 2024. The City will seek reimbursement as soon as the last bills are paid.		
12	VSW Capital Improvement Project Grant	\$13,860,000	TBD
	City hired an electrical firm to complete the water treatment plant improvements. These improvements are necessary to make the plant ready to connect water pipes to the new school and the Martina Oscar Subdivision.		



William Arnold, Public Works Director
1155 Ridgecrest Drive
PO Box 649 Bethel, AK 99559
P: (907) 543-3110
F: (907) 543-2046
warnold@cityofbethel.net

MEMORANDUM

DATE: 07.31.2024
TO: City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report – Public Works Department
Programs/Divisions

Hauled Utilities: Our department has received an employee's resignation. This will leave our department five vacant positions. The first of our new sewer trucks is out of service due to a manufacturing system design problem. This month we have managed to provide on time services. We have received necessary assistance throughout the month from V&E and road maintenance. Hauled utilities has also assisted Piped Utilities when requested.

Utility Maintenance:

- 8 alarms on residential lift stations were responded to. Multiple issues with grinder pumps and float systems
- Monthly meter readings and service connections/ shut offs were completed.
- 5 residential lift station repairs.
- Tundra Center lift station is still in dire need of repairs/ replacement. Currently, lift station is not functioning at full capacity/ has required creativity to modify pump to continue to operate.
- Mixing and degreasing our larger lift-stations to prevent FOG build up.
- Leveling activities on low-flow and plugged sewer lines.
- Currently have 3 vacant positions. 1 water treatment operator and 2 distribution/ collections operators. Water treatment operators are having to work many hours to satisfy the demand of the systems. Recommend hiring another treatment operator to remedy this.
- Preparations for the Ayaprun school driveway crossing are under way. BHWTP will need to be shut down.

Property Maintenance:

1 of 2 Temporary positions filled.
3 of 4 FTE positions filled.

The department is having to prioritize issues to keep up with Pre-Winter work. Department is trying to catch up on long due heating and air handling maintenance in City buildings and are prioritizing the work to critical systems as we prepare for winter to return

BOARDWALK, CEMETARY, AND PARKS: Provide power for 4th of July. Mark spaces for 4th of July vendors. Weed eat and cut grass at parks. Make and install new trash cans at parks missing them. Measure and mark boardwalk light poles. Remove ground rods from old concession stand. Clear brush from park in front of courthouse. Continue to weed eat and remove willows from cemetery. Make markers for new grave sites.

POOL: Replace filters for air handler system. Replace leaking water lines at concession sinks. Replace flush handle on toilet.

COURTHOUSE: Service and clean air handlers in attic space. Replace actuator for outside air vents. Replace actuator for heating coil. Work on trooper entry door latch. Replace zone valve in clerk's office. Replace primary control on boiler. Clean AHU 5. Drain and flush glycol lines to AHU 5. Replace air filters for AHU5. Replace 10 leaking coin vents. Replace 6 1" unions and 2-1 1/4' unions. Work on AHU 5. Replace 2 3/4" unions. AHU 7 changed filters and replaced two-coin vents. Clean HRV and replace leaking fittings. Replace 1" Union. Replace RIB relay.

DOG POUND: Replace water pump. Epoxy kennel 3. Install steel plate on kennel 3 to cover hole.

TRANSIT: Replace transformer for garage door. Repair damaged garage door pressure pad cable. Repair retaining pin for garage door cable.

FIRE STATION: Replace ballast in kitchen light fixture. Wire new motor for air compressor. Tighten 4 unions on boiler.

HIGHWAY LIFT STATION: Replace unit heater. Replace bad unions on glycol lines. Replace leaking glycol line. Replace coin vent. Start cleaning and tuning boilers for winter.

CITY HALL: Level deck and stairs at HR and Boiler room entrances. Relocate file cabinet for one office to another in finance.

PUBLIC WORKS: Replace fill valve Hauled Utilities toilet. Make keys for Caleb and Robbie.

BETHEL HEIGHTS WATER PLANT: Clean summer use boiler. Clean and tune boiler 2.

PORT: Start cleaning and tuning boilers for winter.

Road Maintenance: S&R has been working on lifting and capping curbs in AHFC, Lifted and capped the road to the Winter House, cleaning culverts, helped the land fill prepare for there yearly DEC inspection, reset 3 culverts and installed 3 new ones, also working at the cemetery, grading roads as needed.

Vehicles and Equipment: As usual we been servicing and maintaining city vehicles and equipment as needed.

Transit System:

This month was steady with ridership. The back up bus was utilized for a few days during the month. The ridership consisted of 1,169 Elders, 51 Youth, 130 Adults, 162 Disabled, and 1,482 Pass riders. 80 Day and 20 Month passes were purchased. The total came out to \$1,177.00.

Bus 439 logged 471 miles and 47.638 gallons of fuel. Bus 440 logged 2,788 miles and 359.540 gallons of fuel.

Thank you and enjoy the rest of the summer!

Landfill & Hauled Refuse: The landfill and hauled refuse has had another busy month. The dumpster truck brought 77 loads to the landfill, there were 80 load of trash brought into the landfill by other city vehicles, commercial customers brought in 5179 yards of trash, we received 262 loads from private parties, we received 10 units with freon in them, there were 15 vehicles brought to the landfill, and 6 large items including old graders, used water and sewer trucks and a large tank.

The landfill had our annual inspection done by the Alaska Department of Environmental Conservation. We are expecting the results of the inspection in August.

The landfill is glad to have a new permanent landfill tech. We still need one more permanent landfill tech with a CDL drivers.

Staffing Issues/Concerns/Training:



City of Bethel
Finance Department
Monthly Manager's Report for July 2024

Date: July 1-31, 2024

To: Lori Strickler, Acting City Manager

From: Cynthia Sharp, Deputy Finance Director

Subject: Management Report, July 2024 The Finance Department's Monthly Managerial Report details the progress, activities, plans, and challenges of the Finance Department for July 2024.

Current Events within the Finance Department

- July was a good month for the Finance Department with the hiring of two new employee's
- Jennifer Charlie in Accounts Payable and Kayla Tikiun in Utility Billing.
- Sales tax and utility files have been cleaned and organized
- Utility billing is working on cleaning up old accounts and getting the past due accounts sent to collections
- Getting test work for FY23 Audit to begin in August
Looking @ increasing the hours of operation for the finance department as we get the staff trained.



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907- 543- 2047

TO: City Manager
FROM: Human Resources
SUBJECT: Monthly Manager Report

DATE: July 26, 2024

The following identifies significant projects that were in addition to general personnel action-based activities (hiring, terminations, benefits review, employee support, etc):

Compensation and Classification

The City has withdrawn its LOA (Letter of Agreement) proposal with the Union regarding promotions. The document was over 30 days old, and since its draft, the personnel involved have changed. The City now has a new Acting City Manager and a new Public Safety Chief, and the Union just completed their elections, resulting in a new local President and Vice President. The Union and City plan to meet at the end of August to identify areas we would like to work together at addressing for the benefit of both parties.

Recruitment and Hiring

Current vacancies at the Management Team level include City Manager and Finance Director. Staffing in the Finance Department is improving, and the onsite agreement with ACS is meeting the City's needs for onsite staff at the present time.

Seven new employees were hired during the month of July – all for permanent positions. One conditional offer was made for an Evidence Custodian to begin work in September (still reflected as vacant, below).

Department	Number of Budgeted Positions	Vacancies	Change Since Last Report	
			Hired	Separated
Administration	3	1		
City Clerk	2	0		
Finance	9	1	+3	
Planning	2	0		
IT	2	2		
Attorney	1	0		
Fire	12	3		

Police	33	7	+1	
Public Works	54	20	+3	-2
Port and Harbor	3	0		
Total	121	34		

A total of 20 applications were received by HR during July for advertised positions. Three (3) were internal candidates for Fire Captain and two (2) were for temporary or seasonal positions.

Dept/Position	Number of FY25 Budgeted Positions	Number of Vacancies	New Applications Received in July	Qualified Applications Still Under Review	Number Hired During July
Finance Director	1	1			
Accounting Spec I/Clerk	5	1	2		3
IT Director	1	1			
IT Technician	1	1			
Fire Captain	1	1			
Firefighter/EMT	6	1	1	3	
Administrative Asst	4	3	4	2	1
Sworn Police Officers	19	2	3		
Community Service Patrol	3	1	2	2	
Evidence Custodian	1	1	1	1	Offered
Dispatcher	5	3			
Landfill Technician	1	0			1
Utility Maintenance Foreman	1	0			1
Util. Maint. Worker	4	2		0	
Hauled Utility Driver	17	12		0	
Water Treatment Operator	3	1	1	1	
Mechanic	5	2			1

NeoGOV Transition

HR has begun using the NeoGov onboarding system with all new hires. Overall, the system seems to be working smoothly, with easy to understand checklists. The process eliminates the paper forms and electronically-signed documents are accessible by payroll for entry into the Caselle financial software.

The E-forms component has been signed off, with hopes of full implementation of paperless forms at the end of the summer.

Online Timekeeping

Target date for initial implementation is September 2024.

Workplace Safety, Injuries and OSHA Notifications

There was one reported workplace injury during the period which did not meet OSHA-notification criteria. All required forms were completed.

Ongoing and Future Projects

- Coordinating recruitment efforts with the Alaska Job Center and local training sites.
- Continuing to work on creative strategies for filling vacant managerial positions.
- Presentation and acknowledgment of City Drug and Alcohol Policies.
- Developing a digital policy manual.
- Updating the Employee Handbook, last adopted by City Council in 2015.

City of Bethel, Alaska

City Clerk's Office

Council Meetings

August 6, 2024 Special City Council Meeting
August 13, 2024 Regular City Council Meeting
August 27, 2024 Regular City Council Meeting

City Clerk's Office

- Preparing for the October 1, 2024 Regular City Election has been occupying most of my time. This has involved meeting with Administration, reviewing updating documents, updating the website, reviewing code requirements, preparing advertisements, preparing the Declaration of Candidacy Packet, coordinating with the Division of elections, and making sure that I have met my legal deadlines.
- Training and setting up accounts for the new Public Safety and Transportation Ex-Officio
- Consolidating zoom accounts. To make the process of running Committee/Commission meetings easier and more efficient, Administration and the Clerk's Office have consolidated the zoom and computer user accounts into one account with the hopes of creating one process that each department can follow.
- Updating forms on the new website.
- Coordinated travel for Mayor Springer for AML 2024 conference in Kodiak.
- Researched the Documents related to the Animal Control Shelter CIP for Council Member Snow.
- Assisting Administration with finding documents for the audit.

Task	Period Total	Year to Date Total
Passport Appointments	3	41
Burial Permits/Reservations	7	27
Notary Services	1	17
Meeting Minutes Drafted	2	13
Resolutions Drafted	-	6
Ordinances Drafted	-	2
AM/IM Drafted	-	3

Committee/Commission Vacancies	Regular	Alternate
Community Parks and Recreation Committee	full	1
Planning Commission	full	2
Port Commission	1	2
Public Safety and Transportation Commission	full	2
Community Action Grant Technical Review Board	full	full
Public Works Committee	3	2
Finance Committee	1	2
Ethics Board	full	1



City of Bethel

OCTOBER 1, 2024, MUNICIPAL ELECTION NOTICE OF VACANCY IN OFFICE

CITY COUNCIL VACANCIES IN OFFICE

There are four city council seats up for election. Three seats have terms ending October 2026 and one seat has a term ending 2025.

QUALIFICATIONS FOR CANDIDATES

A person is eligible to be elected to City Council if the person is a qualified voter of the State of Alaska; has resided with the City of Bethel for a least one year immediately preceding filing for office.

DECLARATION OF CANDIDACY FILING PERIOD

Declaration of Candidacy filing period begins 8:00 a.m. on August 5, 2024, and will close at 4:00p August 20, 2024. Declaration of Candidacy packet submissions must be presented to the City Clerk's Office with original signatures, electronic submissions are not accepted.

Declaration of Candidacy packet information will be available on the City of Bethel website on July 29, 2024, and the packets are available for pick up at the City Clerk's Office.

GENERAL INFORMATION

For information regarding the October 1, 2024, Regular City Election, please contact the Bethel City Clerk's Office at cityclerk@cityofbethel.net, (907) 543-1384 or go to our website www.cityofbethel.org. The City Clerk's Office Location is City Hall, 300 State Highway, Bethel.

Audio versions of this notice will be available at www.cityofbethel.org in both English and Yugtun.

For more information go to the City's website or contact the City Clerk's Office.

Bethel City Clerk's Office

300 Chief Eddie Hoffman Highway

907-543-1384

cityclerk@cityofbethel.net

www.cityofbethel.org



City of Bethel

OCTOBER 1, 2024, MUNICIPAL ELECTION NOTICE OF VOTER REGISTRATION DEADLINE

DEADLINE

The deadline for registering to vote or to update voter information in time for the October 1, 2024, Election is September 1, 2024.

WHERE TO REGISTER

Online: State of Alaska Division of Elections website:

www.elections.alaska.gov/voter-information

or use your camera to open the QRL:



In person:

Bethel City Clerk's Office

300 Chief Eddie Hoffman Highway

VOTER QUALIFICATIONS

A person is qualified to vote who:

1. Is a citizen of the United States
2. Has passed his/her 18th birthday
3. Has been a resident of the city of at least 30 days preceding election
4. Has registered at least 30 days before election with the state and is not registered to vote in another jurisdiction; and
5. Is not disqualified under Article V of the State Constitution

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