

RESOLUTION NO. 205

A RESOLUTION OF THE CITY OF BETHEL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BETHEL AND INDIAN HEALTH SERVICE AND ALASKA VILLAGE COUNCIL PRESIDENTS HOUSING AUTHORITY AS PRESENT IN ATTACHMENT I.

WHEREAS, the Bethel City Council, hereinafter called the Council, is the governing body of Bethel, Alaska, and

WHEREAS, said Council is desirous of aiding the Indian Health Service, hereinafter called the Service, and Alaska Village Council Presidents Housing Authority, hereinafter called AVCPHA, in providing adequate sanitation facilities for the residents of Bethel, and

WHEREAS, said Council has a duly authorized City Manager to represent it in matters concerning Bethel.

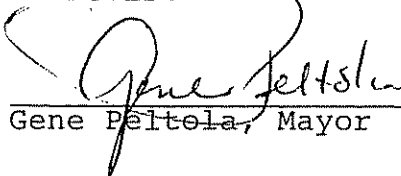
NOW THEREFORE, be it resolved that said Council hereby authorizes the City Manager to enter into agreements with the Service and AVCPHA on behalf of Bethel concerning the provisions and transfer of sanitation facilities for Bethel, and

BE IT FURTHER RESOLVED that said Council will cooperate with the provisions of the attached agreement entered into by the Council's City Manager, the Service, and AVCPHA, and they will be duly carried out.

I, the undersigned, hereby certify that the Council is composed of seven members, of whom 6 constituting a quorum were present at a meeting duly and regularly called, noticed, convened, and held this 10th day of August, 1977; and that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 4 members, and that said Resolution has not been rescinded or amended in any way.

DATED this 10th day of August, 1977.

APPROVED:


Gene Peltola, Mayor

ATTEST:


Altha J. Hill, City Clerk

TRANSFER AGREEMENT
BETWEEN
THE INDIAN HEALTH SERVICE
AND
THE CITY OF BETHEL, ALASKA
AND
ALASKA VILLAGE COUNCIL PRESIDENTS HOUSING AUTHORITY

PROJECT NO. AN-75-153
PUBLIC LAW 86-121

TRANSFER AGREEMENT
BETWEEN
THE INDIAN HEALTH SERVICE
AND
THE CITY OF BETHEL, ALASKA
AND
ALASKA VILLAGE COUNCIL PRESIDENTS HOUSING AUTHORITY

PROJECT NO. AN-75-153
PUBLIC LAW 86-121

WHEREAS, the United States government, acting through the Indian Health Service, part of the U. S. Public Health Service, hereinafter referred to as IHS, under and pursuant to the provisions of Public Law 86-121 (OMB 13.229), the City of Bethel, Alaska, hereinafter called the City, acting through the Bethel City Council, and the Alaska Village Council Presidents Housing Authority, hereinafter called the Authority, entered into an agreement regarding the provision of sanitation facilities in the City of Bethel, Alaska, executed for the IHS on October 8, 1975, for the City on June 30, 1975, and for the Authority on July 10, 1975, and

WHEREAS, the project provided for in that agreement has been completed, and

WHEREAS, the domestic water supply and waste disposal facilities and the appurtenances thereto and the materials, supplies and equipment provided for and incorporated therein pursuant to that agreement are the property of the IHS, and

WHEREAS, the parties are desirous of providing for and assuring the proper and efficient maintenance and continued operation of said water supply and waste disposal facilities, and

WHEREAS, under Section 7 (a)(4) of Public Law 86-121, the IHS is authorized to transfer the completed facilities with or without a money consideration and under such terms and conditions as in its judgment are appropriate, having regard to the contributions made and the maintenance responsibility undertaken, and the special health needs of the Natives;

NOW, THEREFORE, in accordance with the terms of said agreement, and pursuant to Section 7(a)(4) of Public Law 86-121

1. The IHS hereby transfers, assigns and conveys to the City, without a monetary consideration and under the terms and conditions set forth in the aforesaid agreement, all of the right, title, and interest of the IHS in all community facilities and appurtenances thereto constructed, including all materials, supplies and equipment provided for and incorporated in such facilities. These facilities include, but are not limited to, the following:

- a. Approximately 3500 feet of insulated 6" PVC pressure line to the sewage lagoon;
- b. Water treatment facility, including, but not limited to the following:
 - (1) 40 x 32 Garco steel rigid frame building addition resting on creosoted piles;
 - (2) 60,000 gallon steel water storage tank;
 - (3) An iron removal system consisting of the following:
 - (a) Two each Northwest iron removal filters, SN 3076, 3077;
 - (b) Eight each 3" Keystone motorized valves;
 - (c) Four each 6" Keystone motorized valves;
 - (d) One each Worthington backwash pump, Model D 1012 with three-phase GE motor, SN 5K284BN105;
 - (e) One each Whisperair air blower, Model 1702J, SN 1177491;
 - (f) One each Potassium permanganate feed pump, Neptune, Model 525-S-N1, SN 4194-75H with 1/4 HP mixer;
 - (g) One each chlorine feed pum, Neptune, Model 525-S-PVC;
 - (h) One each master control panel;

(4) A heating system consisting of the following:

- (a) One each Dravo forced air furnace, Model P-25-02, SN P57081;
- (b) One each Dravo forced air furnace, Model P-25-02-H, SN P57082;
- (c) Two each Raypak 2.5 million BTU boilers, Model 75 WT, SN 5105030 and 5105031;
- (d) Two each Peabody Gordon-Piatt gun burner units Model RL-10-0-20, SN N894358 and N894359;
- (e) Two each Hastings heat recovery blowers, Model CB-112, SN 032176 and SN 032184;
- (f) One each Marlow fuel transfer pump, Model 1 HAIEC, SN 567643;
- (g) One each Peabody Gordon-Piatt oil pump set, SN LS2D-75;
- (h) Three each Bell and Gossett 3 HP boiler circulating pumps, Model 2-1/2A with GE 3-phase motors;

- (5) A variable speed pressure pump system which consists of two each Aurora centrifugal pumps, 15 HP type 341, SN 75-D6945-1 and SN 75-D6945-2;
- (6) All necessary and pertinent electrical wiring and plumbing associated with the above equipment;

c. An inventory of spare parts and pipe for use on maintenance of the water treatment plant and the pressure sewer line. Also included in the spare parts are:

- (1) Two each Aurora centrifugal pumps, 7.5 HP, Type 341, SN 75-D6944-1 SN 75-D6944-2;
- (2) One each Aurora centrifugal pump, 10 HP, Type 341, SN 75-9176;
- (3) 350 feet of 6" insulated arctic pipe, PVC;
- (4) 1600 feet of 4" insulated arctic pipe, PVC;

d. The following equipment, which was loaned to the City to aid in disaster relief:

- (1) One each vehicle, truck, tank IHC tandem axle, 6 x 4 model ACOF 1854, chassis # FA 65550 with 2500 gallon water tank and dispensing apparatus;
- (2) One each tank, water, 1200 gallons, stainless steel, removed from the truck received on Order No. 76-60;
- (3) Two each tank, waste collection, 600 gallon capacity, 12' long x 3' wide x 2' deep with manholes in top and 6" drain gate valve in bottom. This tank received on Order No. 76-39, and

e. One Ford F-700 truck, SN U27-1190 with rear mounted earth boring auger, SN 120295.

2. The City hereby accepts such transfer under the terms and conditions set forth in the aforesaid agreement and agrees to operate, maintain and repair such community facilities as the property of the City so as to keep the facilities in an effective and operating condition.

3. The City agrees to enact appropriate ordinances or regulations and establish appropriate service charges to insure continued realistic operation, maintenance and repair of sanitation facilities. The City further agrees to collect the established service charges from all users hooked to the sanitation facilities, and to use these funds for the fuel, electricity, operator wages, equipment repairs, and other necessary operation and maintenance items in order to properly administer these facilities.

4. The City agrees to enact appropriate ordinances or regulations pertaining to individual facilities to insure continued realistic operation, maintenance and repair by the person or persons served thereby, and to endeavor that safety of the entire system is protected.

5. The IHS hereby agrees to provide an additional \$37,500 to the City account to be used solely to:

- a. Purchase circulating pumps, plumbing materials, alarms and controls to be used with the system presently being installed by others;
- b. Modify the plumbing to the boilers;
- c. Fireproof the emergency power generation room, and
- d. Pay for the labor to accomplish the above work.

Plans for the work described in a. through d. above, as well as a list of supplies and equipment will be reviewed by the City and IHS prior to final purchase and installation.

Any portion of the \$37,000 not used for the above stated purposes will be returned to the IHS. All expenditures are subject to audit by the IHS. If additional costs directly related to the above project are incurred by the City, the IHS and the City will consider adopting an amendment to this agreement.

6. The City hereby agrees to make the above purchases and payments and agrees to properly operate and maintain the equipment so as to keep it in operational condition and assumes all responsibility for its condition after purchase and installation without recourse to the IHS.

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

FOR THE CITY OF BETHEL, ALASKA

Date

City Manager, City of Bethel, having
been duly authorized to enter into this
agreement on behalf of the City of
Bethel as evidenced by the attached
certified copy of the Resolution made
by the City of Bethel, Alaska.

FOR THE ALASKA VILLAGE COUNCIL PRESIDENTS
HOUSING AUTHORITY

Date

Executive Director, Alaska Village Council
Presidents Housing Authority

RECOMMEND APPROVAL

Date

Henry F. Warden, III, Chief
Area General Services Branch

FOR THE INDIAN HEALTH SERVICE

Date

G. H. Ivey, Director
Alaska Area Native Health Service
U. S. Public Health Service
Department of Health, Education and Welfare