

CITY OF BETHEL

City Council Meeting Agenda, May 14, 2019 – 6:30 PM

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

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

Council Members: Fred Watson, Mayor; Thor Williams, Vice-Mayor; Leif Albertson;
Mitchell Forbes; Perry Barr; Carole Jung-Jordan; Fritz Charles



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *April 16, 2019 Special City Council Budget Meeting Minutes
- 6.2. *April 18, 2019 Special City Council Budget Meeting Minutes
- 6.3. * April 23, 2019 Regular City Council Meeting Minutes
- 6.4. *April 25, 2019 Special City Council Budget Meeting Minutes
- 6.5. *April 26, 2019 Special City Council Meeting
- 6.6. * April 30, 2019 Special City Council Budget Meeting Minutes
- 6.7. *May 2, 2019 Special City Council Budget Meeting Minutes

7. REPORTS OF STANDING COMMITTEES

- 7.1. Agendas And Draft Meeting Minutes From Committees And Commissions.

8. SPECIAL ORDER OF BUSINESS

- 8.1. Alaska Public Entity Insurance Overview of Policy and Benefits Presented by Barbara Thurston, Executive Director APEI (Council Member Albertson)

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 19-05: Amending Title 2.04 To Provide For Compensation And Benefits For Bethel City Council Members (Council Member Charles)
- 9.2. Public Hearing Of Ordinance 19-06: Authorizing The Disposal Via Lease to General Communication Corp. (GCI) Of Lot 5A Block 9, US Survey 3230, Plat 98-6 (280 third Ave.) (City Manager Williams)
- 9.3. Public Hearing Of Ordinance 19-07: Authorizing The Disposal Of Lot 2, Commercial Center Subdivision, Plat 96-15 (831 River Street) Via Lease BTP/Swanson's Hardware (City Manager Williams)

Posted May 8, 2019. at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. 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

- 9.4. Public Hearing Of Ordinance 19-08: Approving A Subdivision Agreement Between Orutsarmuit Native Council And The City Of Bethel (Planning Commission)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 19-09: Disposing Of City Owned Vacant Building By Demolition, Known As The Old Laundromat, Located At 832 Ridgecrest (City Manager Williams)
- 10.2. *Introduction Of Ordinance 19-10: Disposing Of City Owned Property In The Form Of A Land Lease With AVCP Headstart Located At 161 Atsaq Street (City Manager Williams)
- 10.3. *Resolution 19-03: Project Sponsorship For Community Transportation Program Administration And Maintenance Commitment (Acting City Manager Howell)
- 10.4. *Resolution 19-04: Establishing A City Council Travel Policy (Council Member Albertson)
- 10.5. AM 19-29: Authorizing Administration To Apply For The Community Service Patrol Grant For Fiscal Year 2020 (Acting City Manager Howell)
- 10.6. AM 19-30: Confirming The City Manager Recruitment Process (Mayor Watson)
- 10.7. Review Administrative Report And Marijuana Retail Store Application For Alaskabuds LLC. License Number 18735, Operation Location 660 Suite B. Third Avenue, Bethel AK. 99559 (Mayor Watson)
- 10.8. *Personal Leave Request- Acting City Manager Howell- May 17th- 21st, 2019 (Mayor Watson)

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

- 13.1. Board Of Ethics Deliberative Session, Case Number 19-01 (Presiding Officer, Fred Watson)

14. ADJOURNMENT

Posted May 8, 2019. at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

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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

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on April 16, 2019 at 6:00 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
Mayor Fred Watson	Council Member Perry Barr
Vice-Mayor Thor Williams (arrived after roll call)	Council Member Carole Jung-Jordan
Council Member Leif Albertson	
Council Member Mitchell Forbes	
Members Absent:	
Council Member Fritz Charles	
Also in attendance were the following:	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

IV. PEOPLE TO BE HEARD

Pauline Barako Spoke in opposition to the changes to the Planning Department's Personnel budget.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Agenda.

Moved by:	Forbes
Seconded by:	Jung-Jordan
Action:	Motion carries by a vote of
In favor:	☒ Watson ☒ Williams ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan

Opposed: | -θ

VI. UNFINISHED BUSINESS

Item A – City Council's Review/Amendment of Administration's Proposed FY 2020 Budget

1. General Overview
2. Revenues
3. General Fund
 - a. Administration

Main Motion: Move into Committee of the Whole.

Moved by: Albertson
Seconded by: Forbes
Action: Motion carries by a vote of
In favor: ☒ Watson ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan
Opposed: -θ

Council exited Committee of the Whole.

Main Motion: Use the Administration's Proposed Budget presented April 5th during the Council's budget review process.

Moved by: Albertson
Seconded by: Forbes
Action: Motion carries by a vote of
In favor: ☒ Watson ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan
Opposed: -θ

Main Motion : Move into Committee of the Whole

Moved by: Albertson
Seconded by: Forbes
Action: Motion carries by a vote of
In favor: ☒ Watson ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan
Opposed: -θ

Vice Mayor Williams arrived at 6:32p.

Council moved out of the Committee of the Whole.

General Fund Revenue

Main Motion: Strike under line item General Fund Revenues Ambulance Services 422, \$336,140 and insert \$168,070.

Moved by: Forbes
Seconded by: Barr
Action: Motion carries by a vote of
In favor: ☒ Watson ☒ Williams ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan
Opposed: -0

Main Motion: Strike under line item General Fund Revenues Community Revenue Sharing 414, \$193,287 and insert \$100,000.

Moved by: Forbes
Seconded by: Barr
Action: Motion carries by a vote of
In favor: ☒ Watson ☒ Williams ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan
Opposed: -0

Main Motion: Strike under line item General Fund Revenues Alcohol Tax 408, \$600,000 and insert \$400,000.

Moved by: Forbes
Seconded by: Barr
Action: Motion carries by a vote of
In favor: ☒ Watson ☒ Williams ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan
Opposed: -0

Administration

Main Motion: Strike under Administration 10-51-790, \$10,000 and insert \$5,000.

Moved by: Forbes
Seconded by: Barr
Action: Motion carries by a vote of
In favor: ☒ Watson ☒ Williams ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan
Opposed: -0

Main Motion: Strike under Administration 10-51-602 Gasoline, \$2,000 and insert \$500.

Moved by: Forbes
Seconded by: Barr
Action: Motion carries by a vote of
In favor: ☒ Watson ☒ Williams ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan
Opposed: -0

City Clerk

Main Motion: Strike under City Clerk 10-52-541 City Council Travel, \$19,000 and insert \$10,000.

Moved by: Forbes
Seconded by: Albertson
Action: Motion does not carry by a vote of 2-4

In favor:	☒ Albertson ☒ Forbes
Opposed:	☒ Barr ☒ Jung-Jordan ☒ Watson ☒ Williams

VII. ADJOURNMENT

Main Motion:	Adjournment.
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Moved by:	Williams
Seconded by:	Forbes
Action:	Motion carries by a vote of
In favor:	☒ Watson ☒ Williams ☒ Albertson ☒ Forbes ☒ Barr ☒ Jung-Jordan
Opposed:	—

Council adjourned at 8:29p.

Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on April 16, 2019 at 6:00 p.m., in the council chambers, Bethel, Alaska.

Mayor Watson called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
Mayor Fred Watson	Council Member Perry Barr
Council Member Mitchell Forbes	Council Member Leif Albertson
Members Absent:	
Council Member Fritz Charles	Vice-Mayor Thor Williams
Council Member Jung-Jordan	
Also in attendance were the following:	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

4. APPROVAL OF AGENDA

Approve the agenda.

Moved by: Mitchell Forbes

Seconded by: Perry Barr

In favor: Leif Albertson, Perry Barr, Mitchell Forbes, Fred Watson

Opposed: None

Results: Motion Carries

5. UNFINISHED BUSINESS

City Council's Review/Amendment of Administration's Proposed FY 2020 Budget

1. General Overview

2. Revenues

3. General Fund

a. Administration b. Finance Department c. Information Technology g. City Clerk's Office

Move into Committee of the whole.

Moved by: Mitchell Forbes

Seconded by: Perry Barr

In favor: Leif Albertson, Perry Barr, Mitchell Forbes, Fred Watson
Opposed: None
Results: Motion Carries

*Council Member Perry Barr departed the meeting.
Due to a lack of a quorum the meeting adjourned.*

6. ADJOURNMENT

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

Mayor Watson 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:

Council Member Carole Jung-Jordan

Council Member Leif Albertson

Council Member Perry Barr

Council Member Fritz Charles

Council Member Mitchell Forbes

Mayor Fred Watson

Vice-Mayor Williams

Also in attendance were the following:

City Manager Pete Williams, City Attorney Patty Burley, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

Alyssa Gustafson- Spoke in opposition to Ordinance 19-05, providing for compensation to Council Members. Provide the City Council Members with a summary sheet comparing the proposed compensation to other like areas throughout the State. Proposed a number of amendments to the Ordinance for the Council to consider.

Susan Taylor- Cautioned the City Council with the proposed 19-05, stating the community is a volunteer community. There was a crime hearing at the Cultural Center, some concerns were that the Police Department not responding or the State Court system postponing cases. With a recent crime at a hotel, the Police Department shouldn't let the people go. KTUU and Baileys Furniture are advertising the Make a wish foundation, hoped that the community would help out with this fundraiser.

Mike Shantz - Spoke in opposition to Ordinance 19-05, it has always and should always be a volunteer seat. Proposed the Council put this on the next election ballot.

Henry Hunter - Spoke in favor of Ordinance 19-08, Subdivision Agreement with Orutsarmuit Native Council. Spoke in favor of Ordinance 19-05, supporting some kind of compensation for the council members.

Raymond Watson- Stated condolences to Wassillie Alfred. Spoke in favor of Ordinance 19-08, Subdivision Agreement with Orutsarmuit Native Council for the Ciullkulek Subdivision.

Mary Nanuwak- Spoke in favor of Ordinance 19-05, this compensation may provide more incentive to get things done. Addressed the number of property disposals listed on the agenda.

Agnes Phillips- Provided some history of Bethel from when her grandmother moved to Bethel. Mentioned

there was a problem earlier this year when the City didn't provide appropriate gear to the employees. The City Manager should make sure the City is following the City contracts. Also, the City has five vacancies, this is hard on the City Employees providing city services. Spoke in favor of the ONC development, we need lower income houses in the community.

Walter Jim- Spoke in favor of Ordinance 19-08, Subdivision Agreement with Orutsarmuit Native Council for the Ciullkulek Subdivision.

Douglas Mitchell-Coronal Gerald Mitchell - Addressed the City council on his historical knowledge of the Community. in 1969 there were only 1,000; these changes have been great but the river has not moved. Appreciates his time here in Bethel and wishes the community the best.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Approve the Consent Agenda and Regular Agenda.

Moved by:	Leif Albertson
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Council Member Forbes amended the agenda to remove from the consent agenda Ordinance 19-05. Council Member Albertson amended the agenda to remove from the consent agenda Ordinances 19-06, 19-06 and 19-07.

Amend the agenda to move Executive Session Item 3 to be the second item under Executive Session.

Moved by:	Thor Williams
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *4-9-2019 Regular Meeting Minutes
Passed on the consent agenda.

Item 6.2. - *4-11-2019 Special City Council Budget Meeting
Passed on the Consent Agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committees and Commissions Agendas and Draft Meeting Minutes
Port Commission, Mayor Watson-
A meeting has not been held since the last City Council meeting.

Planning Commission, Vice-Mayor Williams-
Resolution approved for the ONC Subdivision and another one for Bethel Trailer Park.

Public Works Committee, Council Member Jung-Jordan -
Discussed possible extensions to the Institutional Water Lines to allow for hauled services truck to fill up from the line as opposed to driving to the treatment plant.

Finance Committee, Council Member Perry Barr-
Held Committee Elections for Chair and Vice-Chair. The next meeting is May 29th at 6:30p. The Committee discussed the FY 2020 budget.

Community Action Grant Technical Review Board, Council Member Albertson-
A meeting has not been held since the last City Council Meeting.

Public Safety and Transportation Commission, Council Member Charles-
A meeting has not been held since the last City Council meeting.

Parks, Recreation, Aquatic Health and Safety Center Committee, Council Member Forbes-
A meeting has not been held since the last City Council meeting.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 19-04: Authorizing The Disposal Of Lot 4, Block 15, United States Survey 3230 A & B, Bethel Recording District 4TH Judicial District (781 Third Ave.) Via Lease Pursuant To BMC 4.08.030(A) (City Manager Williams)

Mayor Watson opened the Public Hearing.

No one present to be heard.

Mayor Watson closed the Public Hearing.

Adopt Ordinance 19-04.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Ordinance 18-22: Authorizing The Disposal Of Property (Vacant Building Formerly Known As The Police Annex And/Or The Bojangles Building) Pursuant To BMC 4.08.030(A) (City Manager Williams)

Mayor Watson opened the Public Hearing.

No one present to be heard.

Mayor Watson closed the Public Hearing.

Adopt Ordinance 18-22.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson

In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 19-05: Amending Title 2.04 To Provide For Compensation And Benefits For Bethel City Council Members (Council Member Charles)

Introduce Ordinance 19-05.

Moved by:	Fritz Charles
Seconded by:	Thor Williams
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	Leif Albertson, Mitchell Forbes
Results:	Motion Carries

Primary Amendment: Amend section 2. C. striking \$300 and insert \$100 per regular meeting and \$25 per special meeting.

Moved by:	Fritz Charles
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	Leif Albertson, Mitchell Forbes
Results:	Motion Carries

Secondary Amendment: Amend to strike \$100 per regular meeting and \$25 per special meeting and insert \$25 for each regular meeting and \$10 for each special meeting with a maximum monthly earning of \$100.

Moved by:	Mitchell Forbes
Seconded by:	Leif Alberts
In favor:	Leif Albertson, Mitchell Forbes
Opposed:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Results:	Motion does not carry

Secondary Amendment: Amend to insert City Council before regular and Special Meetings.

Moved by:	Fritz Charles
Seconded by:	Thor Williams
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Secondary Amendment: Amend to strike partial months of service will not be compensated.

Moved by:	Carole Jung-Jordan
Seconded by:	Thor Williams
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Primary Amendment: Amend to strike section D. Council Members shall be provided with water and sewer utility benefits on the same level and basis as provided for City Department Heads Taxes associated with this benefit shall be deducted from the monthly compensation.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Leif Albertson, Perry Barr, Mitchell Forbes
Opposed:	Carole Jung-Jordan, Fritz Charles, Fred Watson, Thor Williams
Results:	Motion does not carry

Primary Amendment: Amend the effective date to strike upon passage and insert following the certification of the City's 2019 Regular Election.

Moved by:	Thor Williams
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.2. - *Introduction Of Ordinance 19-06: Authorizing The Disposal Via Lease Of Lot 5A Block 9, United States Survey 3230, Plat 98-6 (280 third Ave.) (City Manager Williams)

Introduce Ordinance 19-06.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.3. - *Introduction Of Ordinance 19-07: Authorizing The Disposal Of Lot 2, Commercial Center Subdivision, Plat 96-15 (831 River Street) Via Lease (City Manager Williams)

Introduce Ordinance 19-07.

Moved by:	Fritz Charles
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles,

	Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.4. - *Introduction Of Ordinance 19-08: Approving A Subdivision Agreement Between Orutsarmuit Native Council And The City Of Bethel (Planning Commission)

Introduce Ordinance 19-08.

Moved by:	Mitchell Forbes
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

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

Council Member Barr- Stay off the ice and be safe.

Vice Mayor Williams- 60 of our youth will be going to a State wrestling tournament, excited to see so many kids participating in this event. Weather reminds us that we live in Bethel, we are welcoming the winter weather again. Sorry to have missed the Presentation to Pete Kaiser for Pete Kaiser Day. The state of the State's budget is still in limbo. Continue to watch for kids when you are driving. Sorry to have lost Wassillie Alfred.

Council Member Jung Jordan- Clean up green up bags are in. Participated in the scavenger hunt and noticed how dirty Bethel is right now, we need to clean it up.

Mayor Watson- Condolences to the family of Charlie Active.

Council Member Charles- if people had a family member serving in Vietnam, they didn't get the native allotment opportunity. Now the legislation passed that will provide these families with a native allotment. Folks should reach out to the Military and Veterans Affairs.

Council Member Forbes-Thanked the public who came in and spoke under People to be Heard. The Election Declaration of Candidacy Packets are excepted August 5th, people should start to think about serving their community.

Council Member Albertson- Thanked Council Member Williams for his service to the wrestling program for freestyle wrestling. It is a tribute to the type of community we live in where people will put the time

in to put a program together for kids.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With AS 44.62.310(c)2: Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion – Quarterly Evaluation, City Attorney (Mayor Watson)

Move into Executive Session to discuss Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion- quarterly evaluation City Attorney those participating are the Council Members and City Attorney Patty Burley; Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion- quarterly evaluation, those participating are Council Members and City Manager Williams; Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the public entity and AS 44.62.310 (c)(4): Disclosure- Maczynski v. City of Bethel (4 BE-16-034CI), those participating are Council Members, City Clerk, City Attorney and City Manager; and Potential Litigation against Lower Kuskokwim School District.

Vice-Mayor Williams declared a conflict of interest because of his position as an LKSD Board Seat. Mayor Watson determined Vice-Mayor Williams does have a conflict of interest.

Council Member Barr wanted the Council to know that he was an employee of LKSD. Mayor Watson asked him if he will have a significant financial interest in the decision, the response was no. Mayor Watson asked if he would be able to be fair and impartial in his decision making, his response was yes. Mayor Watson ruled Council Member Barr did not have a conflict of interest.

City Manager Williams asked that his evaluation be held in open session.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 13.2. - In Accordance With AS 44.62.310(c)(1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity And AS 44.62.310(c)(4): Matters Involving Consideration Of Government Records That By Law Are Not Subject To Public Disclosure -Maczynski v. City of Bethel (4BE-18-165-CI) and City of Bethel v. Faulkner-Walsh Contractors, et al (4BE-16-034CI); and potential litigation against LKSD (City Manager Williams)

Item 13.3. - In Accordance With AS 44.62.310(c)2: Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion – Quarterly Evaluation, City Manager (Vice-Mayor Williams)

Terminate the employment agreement with the City Manager.

Moved by:	Fritz Charles
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Fritz Charles, Fred Watson, Thor Williams

Opposed: | Leif Albertson, Perry Barr, Mitchell Forbes
Results: | Motion Carries

Primary Amendment: Amend to insert effective immediately.

Moved by: | Thor Williams
Seconded by: | Fritz Charles
In favor: | Carole Jung-Jordan, Fritz Charles, Fred Watson, Thor Williams
Opposed: | Leif Albertson, Perry Barr, Mitchell Forbes
Results: | Motion Carries

Suspend the rules to extend the meeting past 11:00 PM.

Moved by: | Thor Williams
Seconded by: | Mitchell Forbes
In favor: | Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles,
Mitchell Forbes, Fred Watson, Thor Williams
Opposed: | None
Results: | Motion Carries

14. ADJOURNMENT

Adjourn.

Moved by: | Thor Williams
Seconded by: | Carole Jung-Jordan
In favor: | Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles,
Mitchell Forbes, Fred Watson, Thor Williams
Opposed: | None
Results: | Motion Carries

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PEOPLE TO BE HEARD – Five minutes per person**

Derek Bradley - Spoke in opposition to the Council's action's in the termination of the Council's termination of City Manager Williams.

5. **APPROVAL OF AGENDA**

Approve the agenda.

Moved by:	Mitchell Forbes
Seconded by:	Fritz Charles
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson
Opposed:	None
Results:	Motion Carries

Item 6.1. - City Council's Review/Amendment of Administration's Proposed FY 2020 Budget

General Fund

a. Administration b. Finance Department c. Information Technology d. City Attorney's Office e. Fire Department f. Police Department g. City Clerk's Office h. Planning Department i. Public Works Administration j. Public Works Streets and Roads k. Public Works Property Maintenance l. Community Services m. In Kinds and Transfers

Move into a Committee of the Whole.

Moved by:	Mitchell Forbes
Seconded by:	Perry Barr
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor V
Opposed:	None
Results:	Motion Carries

Council Member Williams arrived at 6:39p.

Council Member Barr departed at 7:05p.

Amend Administration's Proposed Fiscal Year 2020 Budget by:

City Attorney's Office

Amend line item 10-56-669 to strike \$7,000 and insert \$9,600.

Fire Department

Amend personnel line 16109 to strike 16109 at a rate of \$48,634 and insert 16108 at a rate of \$52,737
Amend personnel line 16102 to strike \$57,775 and insert \$59,256.

Police Department

Amend line item 10-61-520 to strike \$7,000 and insert \$2,500
Amend line item 10-61-545 to strike \$20,000 and insert \$36,000.
Amend personnel Leave Cashout under 10-61 to strike \$50,000 and insert \$122,879

Moved by:	Mitchell Forbes
Seconded by:	Fritz Charles
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor
Opposed:	None
Results:	Motion Carries

7. NEW BUSINESS

8. ADJOURNMENT

Adjourn.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson
Opposed:	None
Results:	Motion Carries

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. PEOPLE TO BE HEARD – Five minutes per person

Mary Nanuwak- Wished the council the best in their City Manager search.

5. APPROVAL OF AGENDA

Approval of the agenda.

Moved by:	Thor Williams
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Leif Albertson, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

6. NEW BUSINESS

Item 6.1. - Pursuant to Bethel Municipal Code 3.16.030 D, Appointing An Individual Acting City Manager, Outlining The Duties Of That Appointment And Authorizing The Associated Pay For The Appointment (Mayor Watson)

Main Motion: Nominate William Howell the III as Acting City Manager with a pay rate increase one step above his pay rate.

Moved by:	Thor Williams
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Leif Albertson, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Suspend the rules to hear from Chief Bill Howell.

Moved by:	Thor Williams
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Leif Albertson, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

City Attorney brought up concerns related to Bethel Municipal Code 3.64.050 and 3.04.010 K and Chief Howell's relationship to Council Member Fritz Charles. Identified that the code doesn't explicitly list in-laws.

Primary Amendment: Strike the one step increase and insert to match the pay rate of the former City Manager's pay rate.

Moved by:	Thor Williams
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Leif Albertson, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Primary Amendment: Acting City Manager would have all full responsibilities and duties of the fully appointed City Manager.

Moved by:	Thor Williams
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	Leif Albertson
Results:	Motion Carries

7. ADJOURNMENT

Adjourn.

Moved by:	Thor Williams
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Leif Albertson, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
Council Member Leif Albertson	
Members Absent:	
Mayor Fred Watson	Vice-Mayor Thor Williams
Council Member Mitchell Forbes	Council Member Perry Barr
Council Member Jung-Jordan	Council Member Fritz Charles
Also in attendance were the following:	
	City Clerk Lori Strickler
City Attorney Patty Burley	

8. ADJOURNMENT

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**

Comprising a quorum of the Council, the following members were present:
--

Council Member Fritz Charles

Members Absent:

Council Member Leif Albertson Council Member Perry Barr Council Member Mitchell Forbes Mayor Fred Watson Vice-Mayor Thor Williams Council Member Carole Jung-Jordan
--

Also in attendance were the following:

City Clerk Lori Strickler

9. ADJOURNMENT

Due to a lack of a quorum, the meeting adjourned at 6:04 P.M.



City of Bethel Police Dept.

PO Box 809
Bethel, AK 99559
Office| 543-3781 Fax| 543-5086

PUBLIC NOTICE
REGULAR MEETING OF THE
PUBLIC SAFETY & TRANSPORTATION COMMISSION
Wednesday, May 1st, 2019 –6:30 p.m.
300 STATE HIGHWAY – CITY COUNCIL CHAMBERS
AGENDA

Members

Fritz Charles
Council Representative

Joan Dewey

Monroe Tyler

Richard Garcia

Azara Mohammadi

Ex-Officio Members

Burke Waldron
Chief of Police

William Howell III
Fire Chief

Jesslyn McGowan
Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF
March 06, 2019 and April 03, 2019
- VI. UNFINISHED BUSINESS
 - A. Update on Transportation Planning (City Manager)
 - B. Commission Guidelines and Standards for Meeting Conduct (*Chair*)
 - C. Update on Tracking Cellphone calls to 911 (*Chief Waldron*)
 - D. Markers around Pinky's Park to Help Solve Problem of Reporting Locations
within the Park (Chiefs)
- VII. CHIEFS' COMMENTS
 - Fire Chief
 - Chief of Police
- VIII. TRANSPORTATION INSPECTOR'S REPORT
- IX. COUNCIL REPRESENTATIVE'S COMMENTS
- X. COMMISSION MEMBER'S COMMENTS
- XI. ADJOURNMENT

Jesslyn McGowan

Jesslyn McGowan, *Recorder*

POSTED on April 24, 2019

POST OFFICE, AC QUICKSTOP, CORINA'S CASE LOT, CITY HALL, & POLICE DEPT.

Next Public Safety and Transportation Commission Meeting will be **June 5th, 2019**

"Deep Sea Port and Transportation Center of the Kuskokwim"

City of Bethel, Alaska

Finance Committee Minutes

April 22, 2019

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Finance Committee scheduled on April 22, 2019 at 6:35 p.m. in City Council Chambers.

II. ROLL CALL

Comprising a quorum of the Committee, the following were present:

Cecelia Franko
Perry Barr
Dave Trantham Jr.
Mark Tyler
Joni Beckham
Jason Brown

Also who were present

Christine Blake – ex officio
Christine Amos – recorder

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

MOVED BY	Perry Barr	Motion to approve agenda
SECOND BY	Jason Brown	
VOTE ON MOTION	All in favor	

V. APPROVAL OF MINUTES

a) 01/28/2019 Budget –

MOVE BY	Perry Barr	Motion to approve minutes
SECOND BY	Jason Brown	
VOTE ON MOTION	All in favor	

VI. UNFINISHED BUSINESS

- a) Review the FY19 Budget – City council reviewing FY20 budget until done (P. Barr)
b) Hold elections for committee – Perry Barr voted for Council Representative, Cece Franko Chair, Joni Beckham Vice Chair

MOVE BY	Perry Barr	Motion to approve Perry Barr as city council rep, Cecelia Franko as a chair and Joni Beckham as vice chair
SECOND BY	Mark Tyler	

VOTE ON MOTION	All in favor	
----------------	--------------	--

VII. NEW BUSINESS

- a) Review the City's Investment Policy – tabled till next meeting until all members review Jason Brown motioned and Mark Tyler second
- b) Finance Director's Report – Christine Blake introduced herself – Jason Brown motion
- c) Add Patty Burley to next meeting
- d) Next meeting scheduled for May 29, 2019

VIII. FINANCE COMMITTEE MEMBERS COMMENTS

Everyone thanked each other for coming

IX. ADJOURNMENT

7:28 pm Perry Barr motioned and Jason Brown second

MOVE BY	Perry Barr	Motion to adjourn, next meeting May 29, 2019 @ 6:30pm
SECOND BY	Jason Brown	
VOTE ON MOTION	All in favor	

Chair

ATTEST:

Christine Amos, Recorder



City of Bethel
Parks, Recreation, Aquatic, Health & Safety Center Committee Regular
Meeting - Monday, May 13, 2019 6:00 pm
City Hall Council Chambers, Bethel, AK

Brian Lefferts
Chair
Term Expires 2020

Judy Wasierski
Vice-Chair
Term Expires 2021

Michelle DeWitt
Committee Member Term
Expires 2020

Kathy Hanson *Committee*
Member Term Expires
2021

Beverly Hoffman
Committee Member Term
Expires 2021

Justin Wintersteen
Committee Member Term
Expires 2019

Kathryn Baldwin
Alt. Committee Member
Term Expires 2020

Peter Evon
Alt. Committee Member
Term Expires 2020

Mitchell Forbes *Council*
Representative Term
Expires 2019

Stacey Reardon
YK Fitness Center Director

Corbin Ford
Property Maint. Forman Ex
Officio Member

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – Three minutes per person
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
 - A. April 8, 2019 Meeting Minutes
- VI. SPECIAL ORDER OF BUSINESS
- VII. UNFINISHED BUSINESS
 - A. Land and Water Conservation Grant
 - B. Annual 4th of July Preparation
- VIII. NEW BUSINESS
 - A. Review Owl's Park layout plan
 - B. Pinky's Park Clean up, Green up Event
 - C. City Access to the Health Fitness Center (John Sargent)
 - D. Sport's Field Fencing (DeWitt)
- IX. PROPERTY MAINTENANCE REPORT
- X. YK FITNESS FACILITY DIRECTOR REPORT
- XI. COMMITTEE MEMBER COMMENTS
- XII. ADJOURNMENT

Posted May 7, 2019 at City Hall, AC Co., Swanson's, and the Post Office.

Charlie Dan, Public Works Assistant



Planning Commission Meeting Agenda
Regular Scheduled Meeting Thursday, May 9, 2019– 6:30PM
CITY HALL COUNCIL CHAMBERS 300 CHIEF EDDIE HOFFMAN HIGHWAY

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2021

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2019

Alex Wasierski
Commission Member
Term Expires 12/2021

Shadi Rabi
Commission Member
Term Expires 12/2019

Scott Campbell
Commission Member
Term Expires 1/2020

Tracy Beans
Alternate Member
Term Expires 12/2021

Thor Williams
Council Representative
Term Expires 10/2019

Betsy Jumper
Ex-Officio Member

Pauline Boratko
Recorder

AGENDA

- I. CALL TO ORDER:
- II. ROLL CALL:
- III. PEOPLE TO BE HEARD – (3 Minute Limit)
- IV. APPROVAL OF THE AGENDA:
- V. APPROVAL OF THE MINUTES:
 - A. Regular Meeting- April 11, 2019
- VI. NEW BUSINESS:
 - A. PUBLIC HEARING: Request for Conditional Use Permit- On March 28, 2019, the City of Bethel Planning Office received an application from the Alaska Commercial Company for a Conditional Use Permit to open a packaged retail sales store for alcohol. The legal description lots 3A and 3B, block 15 of United States Survey 3230 A&B, Plat No. 80-5 in the Bethel Recording District. The physical address is 811 Third Avenue. (action item)
 - B. Procedures for changing the BMC 18.48 (Bethel Municipal Code) for off street parking and loading (discussion item).
- VII. PLANNER'S REPORT:
- VIII. SPECIAL ORDER OF BUSINESS:
- IX. COMMISSIONER'S COMMENTS:
- X. ADJOURNMENT:

City of Bethel, Alaska

Planning Commission

April 11, 2019

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on April 11, 2019 at the Bethel City Hall, Council Chambers in Bethel, Alaska. The Chair of the Commission Kathy Hanson called the meeting to order at 6:30 PM.

II. ROLL CALL:

Comprising a quorum of the Commission, the following members were present for roll call:

Kathy Hanson, John Guinn, Alex Wasierski, and Shadi Rabi,

Unexcused Absence: Thor Williams

Excused Absence: Lorin Bradbury, Scott Campbell, and Tracy Beans.

Also Present: Pauline Boratko, Recorder; Patty Burley, City Attorney; Betsy Jumper, City Planner; Calvin Cockroft, ONC Rep.; Rod Kinny, ONC Engineer, and Chase Nelson, City Engineer.

III. PEOPLE TO BE HEARD:

No one wished to be heard

IV. APPROVAL OF THE AGENDA:

MOVED:	John Guinn	Motion to approve the agenda by moving up VIII.) Special Order of Business item A.) Blue Sky wording on subdivision agreement to VI.
SECONDED:	Alex Wasierski	
VOTE ON MOTION	Unanimous	

V. APPROVAL OF THE MINUTES:

MOVED:	Shadi Rabi	Motion to approve the March 21, 2019 rescheduled regular meeting minutes.
SECONDED:	John Guinn	
VOTE ON MOTION	Unanimous	

VI. SPECIAL ORDER OF BUSINESS: Blue Sky Subdivision Agreement wording discussion.

VI. NEW BUSINESS:

A. Ciullkulek Subdivision Development Agreement

MOVED:	John Guinn	Motion to approve the Supplemental Resolution 19-03 as written for Ciullkulek Subdivision preliminary plat approval.
SECONDED:	Alex Wasierski	
VOTE ON MOTION	Unanimous	

MOVED:	Alex Wasierski	Motion to amend Ciullkulek Subdivision Preliminary Plat for final plat 1. 17.23 acre correction. 2. Dumpster dedicated area 3. Strike out hydrants 4. Sewer-hauled correction 5. Cross out sentence 2.15 on page 12.
SECONDED:	Shadi Rabi	

VOTE ON MOTION	Unanimous
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Moved:	Alex Wasierski	Motion to approve resolution 19-04 to recommend City Council to approve the Ciullkulek Subdivision Development agreement.
SECONDED:	John Guinn	
VOTE ON MOTION	Unanimous	

B. Land Leases:

Moved:	John Guinn	Motion to approve land lease resolution 19-05 between the City of Bethel and GCI.
SECONDED:	Alex Wasierski	
VOTE ON MOTION	Unanimous	

Moved:	John Guinn	Motion to approve land lease resolution 19-06 between the City of Bethel and BTP. LLC
SECONDED:	Shadi Rabi	
VOTE ON MOTION	Unanimous	

C. Subdivision Violations:

The commissioners discussed subdivision code violations and chose connexes and encroachment on city property to be evaluated by City Attorney.

VI. PLANNER'S REPORT: Betsy gave her report.

VII. COMMISSIONER'S COMMENTS:

S. Rabi- no comment.

A. Wasierski- no comment.

J. Guinn- no comment.

K. Hanson- next meeting is WECs, CUP for AC, Parking, and update with Patty.

X. ADJOURNMENT:

Moved:	Shadi Rabi	Motion to adjourn the meeting.
SECONDED:	Alex Wasierski	
VOTE ON MOTION	Unanimous	

With no further business the meeting adjourned at 8:12 pm

APPROVED THIS ____ DAY OF _____, 2019

ATTEST: Pauline Boratko, Recorder

Kathy Hanson, Chair



City of Bethel
Public Works Committee
Regular Meeting - Wednesday, May 15, 2019 5:30 pm City Hall
Council Chambers, 300 Chief Eddie Hoffman Highway

Courtney Trammell
Committee Chair
Term Expires 12/2020

Alyssa Gustafson
Committee Vice-Chair
Term Expires 12/2019

Carol Jung-Jordan
Council Representative
Term Expires 10/2020

Jeff Sanders
Committee Member
Term Expires 12/2020

Ryan Butte
Committee Member
Term Expires 12/2020

Juan Delgado
Committee Member
Term Expires 12/2021

Bill Arnold
Ex- Officio Member

Charlie Dan
Committee Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – 5 minute limit
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
 - a) 04-17-2019 Regular Meeting
- VI. UNFINISHED BUSINESS
 - a) We are Still in - Paris Agreement Standing/Support (Sanders)
 - b) Feasibility Study for Gasification Incinerator (Municipal Solid Waste)
 - c) Review Memorandum of Understanding (MOU) between City of Bethel and Lower Kuskokwim School District draft
 - d) Reconciliation of Hauled Water/Sewer Services
 - e) Institutional Corridor Water Truck Fill Point
- VII. NEW BUSINESS:
 - a) Review recommendation for the Community Transportation Program
- VIII. DIRECTOR'S REPORT
- IX. COMMITTEE MEMBER COMMENTS
- X. ADJOURNMENT

Posted May 9, 2019 at City Hall, AC Co., Swanson's, and the Post Office.

Charlie Dan, Public Works Assistant

LIABILITY AND AUTO DECLARATIONS

Member: City of Bethel

Address: PO Box 1388
Bethel, AK 99559

Coverage Period: From: 7/1/2018 at 12:01 a.m. To: 7/1/2019 at 12:01 a.m.

Policy Number: GALPC5519239

Primary Carrier: Alaska Public Entity Insurance, a Joint Insurance Arrangement

Reinsurers: Munich Reinsurance America, Inc A+ / XV
Great American Insurance Company A+ / XV

Annual Liability Premium: \$243,311.31

Annual Auto Premium: \$101,164.55

Rated Liability Payroll: \$6,785,419

LIABILITY AND AUTO COVERAGE SCHEDULE:

Coverage	Liability Coverage Limit	Coverage Limit Applies	Deductible
Personal Injury Property Liability Coverage Automobile Liability Non-owned Auto Liability	\$15,500,000	Per Occurrence	\$0
Public Officials' E&O Employee Benefits Liability Products/Completed Operations	\$15,500,000	Annual Aggregate	\$0
Law Enforcement Liability Employment Practices Liability	\$15,500,000	Annual Aggregate	\$10,000
Water/Sewer Backup Liability	\$15,500,000	Per Occurrence	\$10,000
Volunteer Medical Coverage	\$50,000	Per Occurrence	\$0
Auto Physical Damage	Actual Cash Value	Per Occurrence	Varies
Non-Owned Auto Physical Damage	Actual Cash Value	Per Occurrence	\$1,000
Uninsured/Underinsured Motorists Liability	\$250,000	Per Occurrence	\$0
Uninsured/Underinsured Motorists Physical Damage	\$25,000	Per Occurrence	\$250

In consideration of payment of the premium specified above, Alaska Public Entity Insurance and the above-named reinsurers provide coverage for the insurance stated above. The insurance is subject to the terms, conditions and limitations of the policy in current use by APEI.



Barbara Thurston, Executive Director
Alaska Public Entity Insurance

7/1/2018

Date

**ALASKA PUBLIC ENTITY INSURANCE
LIABILITY PROGRAM MEMORANDUM OF COVERAGE**

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ALASKA PUBLIC ENTITY INSURANCE LIABILITY PROGRAM MEMORANDUM OF COVERAGE

Pursuant to AS 21.76, Alaska Public Entity Insurance (APEI), a joint insurance arrangement, agrees with each **Member** to provide coverage pursuant and subject to all terms, conditions, and limitations set forth in this Memorandum of Coverage ("Memorandum"). Coverage provided under the Memorandum is expressly conditioned on payment by the **Member** of its required contribution, and in reliance upon all statements and representations made by or on behalf of the **Member** in its application and as set forth in the Declarations.

COVERAGE AGREEMENT

APEI will reimburse the **covered party** for **ultimate net loss** in excess of the Deductible hereinafter stated which the **covered party** shall become legally obligated to pay as **damages** by reason of liability imposed by law or liability assumed by contract because of:

Coverage A. **Personal injury** or

Coverage B. **Property damage**

to which this Memorandum applies, caused by an **occurrence**;

Coverage C. **Public officials' and educators' errors and omissions**

Coverage D. **Employment-related injury**, or

Coverage E. **Employee benefit wrongful acts**

to which this Memorandum applies, caused by a **wrongful act**, which results in **damages** occurring during the **coverage period**;

Coverage F. **Volunteer and Student Medical Payments**

to which this Memorandum applies, for a covered accident.

It is expressly stipulated that the **Member's** payment of contribution does not constitute a waiver of statutory immunity protections.

DEFENSE AND SETTLEMENT COSTS

After the amount of the **Member's** Deductible has been exhausted by payment of judgments, settlements and/or **defense costs**, APEI will reimburse the **covered party** for **defense costs**

incurred by the **covered party**. APEI's liability for **defense costs** is subject to, and not in addition to, APEI's Limit of Liability.

APEI shall have the right to investigate, defend, or appeal any claim or proceeding which, in the opinion of APEI, is or may be covered by the Memorandum. The **Member** and all **covered parties** shall fully cooperate in all matters pertaining to such claim or proceeding.

No claim shall be settled for an amount in excess of the **Member's** Deductible without the prior written consent of APEI.

DEDUCTIBLE AND APEI'S LIMIT OF LIABILITY

Regardless of the number of (1) **covered parties** under this Memorandum, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of **personal injury, property damage, public officials' and educators' errors and omissions, employment-related injury, or employee benefit wrongful acts**, APEI's liability is limited as follows:

- A. With respect to **personal injury, property damage, public officials' and educators' errors and omissions, employment-related injury, employee benefit wrongful acts**, or any combination thereof, APEI's liability shall be only for the **ultimate net loss** in excess of the Deductible as specified on the Declarations as the result of any one **occurrence** or **wrongful act**, and then for an amount not exceeding APEI's Limit of Liability specified on the Declarations as the result of any one **occurrence** or **wrongful act**.
- B. For the purpose of determining the limit of APEI's liability, as respects coverages A and B, all **damages** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**. For the purpose of determining the limit of APEI's liability, as respects coverages C, D, and E, all **damages** arising out of a single act, error or omission or a series of related acts, errors, or omissions, shall be treated as arising from a single **wrongful act**.
- C. **Public officials' and educators' errors and omissions, employment-related injury, or employee benefit wrongful acts** taking place over more than one **coverage period** shall be deemed to have taken place during the last **coverage period** and only that limit shall apply.
- D. **Products-Completed Operations Hazard, Public officials' and educators' errors and omissions, employment-related injury, or employee benefit wrongful acts** are each subject to the annual aggregate limit specified in the declarations.

COVERAGE PERIOD AND TERRITORY

This Memorandum applies to **personal injury**, and **property damage**, and to **public officials' and educators' errors and omissions, employment-related injury or employee benefit wrongful acts** which occur anywhere in the world during the **coverage period**.

COVERED PARTY, COVERED PERSONS, OR ENTITIES

- A. The **Member**, as listed on the attached declarations page.
- B. Those individuals who were or are now elected or appointed officials of the **Member**, whether or not compensated (including volunteers), including members of the **Member's** governing body or any other committees, boards, commissions, or special districts of the **Member**, while acting for or on behalf of the Member and within the scope of their employment with the **Member**.
- C. All special districts for which the **Member's** board of supervisors sits as the governing board.
- D. Past or present employees of the **Member** or other covered entity, whether or not compensated, (including volunteers), while acting for or on behalf of the **Member** or other covered entity and within the scope of their employment with the **Member**.
- E. The **Member's** students, but only while under the supervision of a person authorized by the school, completing coursework required by the **Member** or engaged in school-sponsored activities, and
 - 1. Acting solely within the scope of their duties to provide services to third parties;
 - 2. Serving in a supervised internship as part of their educational program;
 - 3. Participating in classes or coursework as required by the **Member**; or
 - 4. Acting as a participant in school-sponsored activities.

EXCLUSIONS

As respects **ultimate net loss**, this Memorandum does not apply:

- A. To any obligation for which any **covered party** or any carrier as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- B. To injury to or destruction of
 - 1. Property owned by a **covered party**, or
 - 2. Property rented to or leased to a **covered party** where the **covered party** has assumed liability for damage to or destruction of such property unless the Member would have been liable in the absence of such assumption of liability, or
 - 3. **Aircraft** or **watercraft** in the care, custody, or control of any **covered party**.

- C. As respects liability assumed by a **covered party** under any contract:
1. To any claim, judgment or agreement from any arbitration proceeding wherein APEI is not entitled to exercise with the **covered party**, the **covered party's** rights in the choice of arbitrators, and in the conduct of such proceedings;
 2. To any obligation for the rendering or failure to render professional services for a **covered party**, if the indemnitee of the **covered party** is an architect, engineer or surveyor, arising out of:
 - a. The preparation or approval of contracts, maps, plans, drawings, opinions, reports, tests, surveys, change orders, designs, or specifications;
 - b. The giving or the failure to give directions or instructions by the indemnitee, the indemnitee's agents, or employees, provided such giving or failure to give is the primary cause of **personal injury** or **property damage**.
 3. To any obligation to assume liability arising out of the sole negligence of the indemnitee of the **covered party**.
- D. To **personal injury** and **property damage** arising out of the ownership, maintenance, loading or unloading, use, operation, negligent entrustment, or supervision of any:
1. **Aircraft**
 2. Airfield
 3. Runway
 4. Hangar
 5. Building or other properties in connection with aviation activities

This exclusion shall not apply, however, to

1. Liability arising out of the ownership, operation, rental, or loan of vehicles licensed for highway use while being operated away from the premises of any airfield owned, or operated by a **covered party** and
2. Non-owned aircraft operated on behalf of a **covered party**.

In connection with airfields, runways, hangars, buildings, or other properties in connection with aviation activities, this exclusion shall not apply to those areas open to the public for the purpose of entering, leaving, or using the airport facilities, including parking lots and garages.

- E. To liability arising out of, or contributed to by, the rendering of or failure to render any professional service by any doctor, surgeon, dentist, or hospital. In connection with emergency medical services provided by members, this exclusion shall not apply to pre-

response training or to advice given by a supervising physician to paramedics while performing services in the field.

- F. To liability arising out of or in connection with the principles of eminent domain, condemnation proceedings or inverse condemnation by whatever name regardless of whether such claims are made directly against a **covered party** or by virtue of any agreement entered into by or on behalf of the **covered party**.

This exclusion does not apply to direct physical injury to or direct destruction of tangible property, including loss of use thereof, caused by an **occurrence**, even though a legal theory upon which a claimant seeks recovery is the principle of inverse condemnation.

- G. To liability arising out of the failure to provide an adequate supply of fuel, water, or electricity; however, this exclusion applies only if such failure to provide results from any decision by the **Member's** governing body with respect to

1. Obtaining such fuel, water, or electricity, or
2. Allocating such fuel, water, or electricity among the users thereof.

- H. To liability arising out of the hazardous properties of **nuclear material**.

- I. To liability arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic materials, liquids or gases, waste material or other pollutants into or upon land, the atmosphere or any water course or body of water, at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Covered Party**. The term liquid as used herein shall not mean potable water or agricultural water, or water furnished to commercial users. The term waste material as used herein does not include water, whether recycled, reconditioned or reclaimed; waste material includes materials (other than water) to be recycled, reconditioned, or reclaimed. The term pollutants as used herein means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste material.

1. The exclusion set forth above does not apply if said discharge, dispersal, release, or escape of pollutants meets all of the following conditions:
 - a. It was accidental and neither expected nor intended by the **Covered Party**;
 - b. It was instantaneous and was demonstrable as having commenced at a specific time and date during the **Coverage Period**;
 - c. Its commencement became known to the **Covered Party** within 20 calendar days;
 - d. Its commencement was reported in writing to APEI within 90 calendar days of becoming known to the **Member's** risk manager, or any of the **Member's** designated department heads; and

- e. Reasonable effort was expended by the **Covered Party** to terminate the discharge, dispersal, release or escape as soon as conditions permitted.
2. This exclusion does not apply to any liability arising out of:
- a. Explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, earthquake, or collision, upset or overturn of a motor vehicle or equipment owned or leased by the **Covered Party**;
 - b. Police use of mace, oleoresin capicum, pepper gas or tear gas;
 - c. Weed abatement or spraying;
 - d. The products-completed operations hazard;
 - e. Heat, smoke, or fumes from a hostile fire involving a property which is owned, rented, or occupied by the **Covered Party** or upon which the **Covered Party** is performing operations or upon which operators are being performed on behalf of the **Covered Party**. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be;
 - f. The release of gases, fumes or vapors from materials brought onto property owned, rented, or occupied by the **Covered Party** or upon which the **Covered Party** is performing operations or upon which operations are being performed on behalf of the **Covered Party**; or
 - g. Smoke, fumes, vapor, or soot from equipment used to heat a building owned, rented, or occupied by the **Covered Party** or upon which the **Covered Party** is performing operations or upon which operations are being performed on behalf of the **Covered Party**.
3. Nothing contained in this Memorandum of Coverage shall operate to provide any coverage with respect to:
- a. Any site or location which is or was at any time used by a **Covered Party**, or others on the **Covered Party's** behalf, for the handling, storage, dispersal, dumping, processing, or treatment of waste material. Handling and dispersal does not include pumping operations;
 - b. Any fines or penalties;
 - c. Acid rain; or
 - d. Clean up, removal, containment, treatment, detoxification, or neutralization of pollutants situated on premises the **Covered Party** owns, rents, or occupies or upon which the **Covered Party** is performing operations or upon which operations are being performed on behalf of the **Covered Party** at the time of the actual discharge, dispersal, seepage, migration, release or escape of said pollutants;

e. Any loss, cost or expense arising out of any:

- i. Request, demand, order or statutory or regulatory requirement that any **Covered Party** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, pollutants; or
- ii. Claim or suit by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

However, this paragraph I.3.e. does not apply to liability for **Damages** because of **Property Damage** that the **Covered Party** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority.

- J. To any liability for past, present, or future claims arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, or exposure to, asbestos or products containing asbestos, whether the asbestos is or was at any time airborne as a fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion, or found in any form whatsoever.
- K. To liability, including all loss, cost, or expense, directly or indirectly arising out of, resulting as a consequence of, or related to silica; whether or not there is another cause of loss which may be contributed concurrently or in any sequence to a loss.
- L. All loss, cost or expense directly or indirectly arising out of, resulting from or in any manner related to Fungal Pathogens or Bacteria whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

“Fungal Pathogens” as utilized herein, shall mean any fungus or Mycota or any byproduct or type of infestation produced by such fungus or Mycota, including but not limited to, mold, mildew, mycotoxins, spores, or any biogenic aerosols.

- M. To liability arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment or vehicle, including any **watercraft**, while being used in any prearranged or organized racing, speed, or demolition contest or in any stunting activity or in practice in preparation for any such contest or activity (if such contest or activity is sanctioned or permitted by a **covered party**).
- N. To liability arising out of the ownership, maintenance, operation, use, loading or unloading of any **watercraft** greater than 27 feet in length. (Coverage is provided for the use, operation, loading or unloading of any **watercraft** by a covered party not exceeding 27 feet in length, not otherwise excluded.) This exclusion shall not apply to **non-owned watercraft** operated by or on behalf of the **covered party**.

O. To any liability arising out of or in connection with those causes of action or counts in any suit for injunctive relief or which do not contain demands or prayers for monetary damage.

P. Under coverage C to:

1. **Personal injury, property damage, employment-related injury, or employee benefit wrongful acts** as defined in the Memorandum.
2. The refund of taxes, fees, or assessments.
3. Liability of any covered party arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or plans or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids.
4. Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof.
5. Failure to perform, or breach of, a contractual obligation.

Nothing contained in this exclusion shall limit the **covered party's** rights of recovery, if applicable, under coverages A, B, and D of this Memorandum.

Q. Under Coverage D, **employment-related injury**, for:

1. Strikes and lockouts. This Memorandum does not apply to any claim or claims for loss arising out of a lockout, strike, picket line, replacement, or similar actions in connection with labor disputes or labor negotiations.
2. W.A.R.N. Act. This Memorandum does not apply to any claim or claims for loss arising out of the Workers Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state, or local law.
3. Any cost incurred by the **covered party** to modify or purchase building or property in order to make said building or property more accessible or accommodating to any disabled person.
4. **Personal injury, property damage, public officials' and educators' errors and omissions, or employee benefit wrongful acts.**

R. To liability imposed upon a **covered party** (or which is imputed to a **covered party**) under the "Employment Retirement Income Security Act of 1974" and any law amendatory thereof.

S. To loss, cost or expense arising out of or related to, either directly or indirectly, any **Terrorist Activity**, as defined herein, and any action taken to hinder, defend against, or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost, or expense.

1. **Terrorist Activity** shall mean any deliberate, unlawful act that:

- a. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
- b. includes, involves, or is associated with the use or threatened use of force, violence, or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - i. promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social, or religious cause or objective; or
 - ii. influence, disrupt or interfere with any government related operations, activities, or policies; or
 - iii. intimidate, coerce, or frighten the general public or any segment of the general public; or
 - iv. disrupt or interfere with a national economy or any segment of a national economy; or
- c. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof
 - i. hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - ii. hostage taking or kidnapping;
 - iii. the use or threatened use of, or release or threatened release of any nuclear, biological, chemical, or radioactive agent, material, device or weapon;
 - iv. the use of any bomb, incendiary device, explosive or firearm;
 - v. the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems; electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer, or waste disposal;
 - vi. the injuring or assassination of any elected or appointed government official or any government employee;
 - vii. the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - viii. the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

2. Any of the activities listed in Section S. 1. c. above shall be considered **Terrorist Activity** except where the Member can demonstrate to the Insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to:
 - a. promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social, or religious cause or objective; or
 - b. influence, disrupt or interfere with any government related operations, activities, or policies; or
 - c. intimidate, coerce, or frighten the general public or any segment of the general public; or
 - d. disrupt or interfere with a national economy or any segment of a national economy.
 - e. This exclusion shall apply whether or not there is another cause of loss which may be contributed concurrently or in any sequence to a loss.
- T. This Memorandum does not apply to “**Personal Injury**” or “**Property Damage**”
1. Expected or intended from the standpoint of a **covered party**;
 2. Resulting from the willful or intentional conduct of a **covered party**; or
 3. Resulting from criminal conduct of any **covered party**

except that any act for which a **Covered Party** is responsible shall not be imputed to any other **Covered Party**.

This exclusion does not apply to “**Personal Injury**” resulting from the use of reasonable force to protect persons or property.

- U. This Memorandum does not apply to:

1. Liability of a **covered party** arising in whole or in part out of any covered party obtaining remuneration or financial gain to which the **covered party** was not legally entitled;
2. Liability arising out of the willful violation of a penal statute, code or ordinance committed by or with the knowledge or consent of any **covered party**;

except that any act for which a **Covered Party** is responsible shall not be imputed to any other **Covered Party**.

DEFINITIONS

The following definitions shall govern the meaning of the defined terms for the purposes of this Memorandum. The defined terms are set forth in **bold face** type where used herein.

“Aircraft” means a vehicle designed for the transport of persons or property principally in the air.

“Coverage Period” means the time interval during which this Memorandum is in force as noted on the Liability and Auto Declarations page.

“Covered party” means any person or organization qualifying as a **covered party** under the “Covered Party, Covered Persons or Entities” section of this Memorandum.

“Damages” means monetary compensation:

1. For injury, death, and for care and loss of services resulting from **personal injury**;
2. For **property damage**; or
3. Resulting from **public officials’ and educators’ errors and omissions, employment-related injury, or employee benefit wrongful acts**

“Defense costs” means reasonable fees charged by an attorney, including expenses of a claims servicing organization the **covered party** has engaged, and all other reasonable fees, costs, including third-party attorney’s fees and costs as authorized by law or under contract, and expenses attributable to the investigation, defense, administration, or appeal of a claim within the scope of coverage afforded by this Memorandum except salaries of employees of a **covered party**. The overhead and other office expenses of a **covered party** shall not be considered **defense costs**.

“Employee benefit program” includes any employee benefit plan involving, but not limited to the following:

Group life insurance, group accident or health insurance, profit sharing plans, pension plans, and stock subscription plans provided that no one other than an employee may subscribe to such insurance or plans, unemployment insurance, social security benefits, workers’ compensation, and disability benefits.

“Employee benefit wrongful acts” means any actual or alleged negligent act, error, or omission in the administration of the **employee benefit program** which results in **damages** occurring during the **coverage period**.

“Employment-related injury” means injury, except **personal injury, property damage, public officials’ and educators’ errors and omissions, or employee benefit wrongful acts** arising out of an actual or alleged **wrongful act** in connection with any person’s prospective employment, actual employment, or termination of employment by a **covered party**, including but not limited to wrongful termination, discrimination, or sexual harassment.

“Member” means a municipality, public organization, city, borough, school district, or regional educational attendance area that has entered into a cooperative agreement with APEI for the purpose of participating in a joint insurance arrangement.

“Non-owned Aircraft” means any **aircraft** other than:

1. **Aircraft** owned in whole or in part by or registered in the name of a **covered party**;
2. **Aircraft** having a seating capacity in excess of 45 passenger seats; or
3. **Aircraft** which are the subject of a lease or service agreement with a **covered party** for a period in excess of 30 days.

“Non-owned Watercraft” means any **watercraft** other than:

1. **Watercraft** owned in whole or in part by or registered in the name of a **covered party**;
2. **Watercraft** which are the subject of a lease or service agreement with a **covered party** for a period in excess of 30 days.

“Nuclear material” means source material, special nuclear material, or byproduct material: “source material”, “special nuclear material”, and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“Occurrence” means an accident or event, including injurious exposure to conditions, which results, during the Memorandum **period**, in **personal injury** or **property damage** neither expected nor intended from the standpoint of the **covered party**. All **damages** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**. As respects coverages A and B, **occurrence** shall apply separately to each Member of APEI.

“Personal injury” means

1. Bodily injury, death, sickness, disease, disability, shock, emotional distress, mental anguish, and mental injury resulting from bodily injury;
2. False arrest, detention or imprisonment or malicious prosecution;
3. The publication or utterance of libel or slander, including disparaging statements concerning the condition, value, quality or use of real or personal property, or publication or utterance in violation of rights of privacy;
4. Wrongful entry or eviction, or other invasion of the right of private occupancy;
5. Injury resulting from the use of reasonable force for the purpose of protecting persons or property; or
6. Discrimination based upon race, religion, nationality, national origin, color, creed, sex, sexual orientation, age, employment, or disability.

“Products-completed operations hazard”:

- A. Includes all personal injury and property damage occurring away from premises the **covered party** owns or rents and arising out of the covered party’s product or the covered party’s work, except:
 1. Products that are still in the covered party’s physical possession; or

2. Work that has not yet been completed or abandoned. However, the covered party's work will be deemed completed at the earliest of the following times:

- a. When all the work called for in the covered party's contract has been completed.
- b. When all of the work to be done at the job site has been completed if the covered party's contract calls for work at more than one job site.
- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

- B. Does not include personal injury or property damage arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **covered party**, and that condition was created by the "loading or unloading" of that vehicle by any **covered party**.
2. The existence of tools, uninstalled equipment, or abandoned or unused materials.

"Property damage" means

1. Physical injury to or destruction of tangible property which occurs during the Memorandum period, including the loss of use thereof at any time resulting therefrom; or
2. Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the Memorandum period.

"Public officials' and educators' errors and omissions" shall mean any actual or alleged error or misstatement or act or omission or neglect or breach of duty which results in **damages** occurring during the **coverage period**, including misfeasance, malfeasance, or nonfeasance by the **covered parties** in the discharge of their duties with the **Member** individually or collectively, or any matter claimed against them solely by reason of their being or having been **covered parties**.

"Ultimate net loss" means the total sum which the **covered party** becomes legally liable to pay as **damages** and costs by reason of judgments or by reason of settlements made with the written consent of APEI. **Defense costs** which are paid as a consequence of any **occurrence** or **wrongful act** covered hereunder are reimbursed by APEI as part of the **ultimate net loss** as defined herein.

"Watercraft" means a vehicle designed for the transport of persons or property principally on water.

"Wrongful act" means any actual or alleged negligent act, error, or omission arising out of conduct or performance of the **covered party** in the performance of his or her or their duties or any actual or alleged act in connection with any person's prospective employment, actual employment, or termination of employment by a **covered party** which results in **damages** occurring during the

coverage period. All **damages** arising out of a single act, error or omission or a series of related acts, errors, or omissions shall be treated as arising from a single **wrongful act**. As respects coverages C and D, **wrongful act** shall apply separately to each Member of APEI.

CONDITIONS

A. PREMIUM

The premium designated in the Declarations as **Member's** contribution is a deposit only, and shall be adjusted annually in accordance with the provisions for participant **Member** contributions as defined within the cooperative participation agreement adopted by the board of directors of APEI.

APEI reserves the right to perform an examination of each **Member's** Books and Records, at APEI's sole option. We may examine and audit each **Member's** Books and Records as they relate to this policy at any time during the policy period and up to three years afterwards.

B. INSPECTION

APEI shall be permitted but not obligated to inspect the **Member's** property and operations at any time. Neither APEI's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Member** or others, to determine or warrant that such property or operations are safe. APEI may examine the **Member's** books and records at any time during the **coverage period** and extensions thereof and within three years after the final termination of this Memorandum as far as they relate to the subject matter of this coverage.

C. COVERED PARTY'S DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM, OR SUIT

1. In the event of an **occurrence** or a **wrongful act** reasonably likely to involve APEI, written notice containing particulars sufficient to identify the **covered party** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **covered party** to APEI or any of its authorized agents as soon as practicable, after the individual responsible for the coverage at the **Member**, or his/her designee, has knowledge of the **occurrence** or **wrongful act**.
2. Timely notice to APEI of any possible claim is critical to ensure efficient claims management and resolution. Upon learning of the occurrence of any of the following by a **covered party**, the incident must be reported immediately to APEI:
 - a. Any incident where medical treatment is performed at an off-site medical facility, such as a clinic, doctor's office, or hospital, or when emergency medical personnel are called;
 - b. Any incident of student suicide or attempted suicide;

- c. Any receipt of notice of a potential claim, either directly or from a potential claimant's attorney or other legal representative.

Failure to notify APEI of any of the above-described incidents within 60 days after APEI should have been notified will result in the limitation of coverage by APEI for any eventual settlement or damages. In addition to any applicable deductible, the **covered party** will be deemed a co-insurer with APEI for 10% of any settlement, damages, and incurred expenses for the claim, not to exceed \$50,000.

Failure to notify APEI of any of the above described incidents within 180 days after APEI should have been notified will result in the limitation of coverage by APEI for any eventual settlement or damages. In addition to any applicable deductible, the **covered party** will be deemed a co-insurer with APEI for 25% of any settlement, damages, and incurred expenses for the claim, not to exceed \$125,000.

3. If claim is made or suit is brought against the **covered party** which appears likely to involve APEI, the **covered party** shall forward to APEI every demand, notice, summons or other process received by him/her or his/her representative, immediately or within a reasonable amount of time after the individual responsible for coverage at the Member or his/her designee has knowledge of the claim or suit.
4. The **covered party** shall cooperate with APEI and upon its request, assist in making settlements, in the conduct of suits and in enforcing any right to contribution, subrogation, or indemnity against any person or organization who may be liable to the **covered party** because of liability with respect to which coverage is afforded under this Memorandum, and the **covered party** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **covered party** shall not, except at its own costs, voluntarily make any payment, assume any obligation, or incur any expense.
5. APEI, at its option, shall have the right at its own expense to investigate any claim and/or negotiate the settlement thereof, as it deems expedient.

D. EMPLOYMENT-RELATED INJURY

1. Attorney Consultation Requirement

Coverage for wrongful termination and derivative claims shall be contingent on the member conferring with an attorney of the **member's** choice before terminating an employee and then utilizing the services of an attorney to handle any pre-termination procedures. Wrongful termination and derivative claims may include but are not limited to allegations of wrongful termination, negligent infliction of emotional distress, intentional infliction of emotional distress, retaliation, punitive damages relating directly to the termination, claims for damages associated with loss of employment including but not limited to back wages, future wages, loss of employment benefits, and any other such claims that arise from the termination. "Terminating an employee" includes any action to end the employment relationship, including any non-retention or non-renewal of an employment contract. Failure to follow the attorney's advice, such as terminating an employee after receiving advice not to, will eliminate all coverage.

2. Shared Litigation Costs

Except for extraordinary cases in the sole discretion of APEI, a **member** will be required to share with APEI, in equal amounts, all attorney fees and costs incurred in defense of litigation that includes a claim for an employment-related injury where the member is named as a defendant. Such shared costs and fees shall be in addition to any deductible applicable to the claim.

E. ACTION AGAINST APEI

No action shall lie against APEI with respect to any one **occurrence** unless, as a condition precedent thereto, the **covered party** shall have fully complied with all the terms of this Memorandum and the Cooperative Participation Agreement, nor until the amount of the **covered party's** obligation to pay an amount of **ultimate net loss** in excess of the Deductible shall have been finally determined either by judgment against the **covered party** after actual trial, arbitration award, or by written agreement of the **covered party**, the claimant and APEI. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Memorandum the extent of the coverage afforded by this Memorandum. Nothing contained in this Memorandum shall give any person or organization any right to join APEI as a co-defendant in any action against the **covered party** to determine the **covered party's** liability.

Bankruptcy or insolvency of the **covered party** shall not relieve APEI of any of its obligations hereunder.

F. OTHER COVERAGE

If collectible insurance with an insurer is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be in excess of, and shall not contribute with, such insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the Limit of Liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations.

G. SUBROGATION

APEI shall be subrogated to the extent of any payment hereunder to all the **covered party's** rights of recovery therefore; and the **covered party** shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the **covered party's**) having paid an amount in excess of the Deductible plus the Limit of Liability hereunder shall be reimbursed first to the extent of actual payment. APEI shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the **covered party**. The expenses of all such recovery proceedings shall be apportioned in the

ratio of respective recoveries. If there is no recovery in proceedings conducted solely by APEI, it shall bear the expenses thereof.

H. CHANGES

Notice to APEI or any agent of APEI or knowledge possessed by APEI or any agent of APEI or by any other person shall not effect a waiver or change in any part of this Memorandum or stop APEI from asserting any right under the terms of this Memorandum, nor shall the terms of this Memorandum be waived or changed, except by endorsement issued to form a part of this Memorandum.

I. ASSIGNMENT

Assignment of interest under this Memorandum shall not bind APEI until its consent is endorsed hereon; if, however, the **covered party** shall die, such coverage as is afforded by this Memorandum shall apply (a) to the **covered party's** legal representative, as the **covered party**, but only while acting within the scope of his/her duties as such, and (b) with respect to the property of the **covered party**, to the person having proper temporary custody thereof, as **covered party**, but only until the appointment and qualification of the legal representative.

J. MEMBER

The **Member** named in the Declarations is authorized to act on behalf of all **covered parties** with respect to the giving and receiving of notice of cancellation and receiving any return premium that may become payable under this Memorandum. The **Member** named in the Declarations is responsible for the payment of all premiums.

K. SEVERABILITY OF INTERESTS

The term **covered party** is used severally and not collectively, but the inclusion herein of more than one **covered party** shall not operate to increase the limits of APEI's liability. The coverage afforded by this Memorandum applies separately to each **covered party** against whom claim is made or suit is brought.

COVERAGE F. VOLUNTEER AND STUDENT MEDICAL PAYMENTS

APEI agrees, subject to the terms and conditions hereof, to pay to or on behalf of a Volunteer or Student the reasonable expenses incurred by the Volunteer or Student for necessary medical, surgical, diagnostic imaging, ambulance, dental, and funeral services, including pharmaceuticals and orthopedic and prosthetic devices. These expenses must be incurred for diagnosis or treatment of Bodily injury to the Volunteer or Student directly resulting from an occurrence to which this coverage applies, and must be incurred within one year of the occurrence causing the bodily injury for which treatment is sought and claim is made under this coverage. Only expenses to which this coverage applies that are within limits of liability in the declarations are covered.

Benefits under this coverage will only be paid for such expenses that are excess to and will not duplicate benefits paid or otherwise recoverable from any other medical plan or any medical insurance coverage the Volunteer or Student is otherwise eligible for, whether or not claimed. This coverage does not apply to bodily injury or death if benefits are paid or payable to or on behalf of an injured person under any workers' compensation law with respect to the incident and injury giving rise to the claim.

There will be no duplication of payments under this section and any other coverage provided elsewhere in this Memorandum. All payments made to or on behalf of any person under this section will be considered as advance payments to that person and reduce the damages, amounts, or expenses payable under any other coverage provided under this Memorandum.

Upon request by APEI, the Volunteer or Student must cooperate with APEI in coordinating benefits available under all other medical plans or insurance coverages and policies.

Definitions as used within Coverage F

- A. **"Bodily injury"** means physical injury or harm to the body, including death. Bodily injury does not include: disease; emotional or psychic injury or harm; mental, psychological, psychiatric, or emotional illness, disorder, distress, or disease; and the use or abuse of alcohol, controlled substances, or prescription or non-prescription drugs or medications.
- B. **"Occurrence"** means an accident that unexpectedly and unintentionally leads to bodily injury during the **coverage period** of this Memorandum.
- C. **"Volunteer"** means any person acting for or on behalf of, or in connection with a sanctioned function or activity of the **Member** with the express knowledge and express permission of the **Member**.
- D. **"Student"** means a person participating in or attending any school-sponsored activity while enrolled at a school operated by a **Member**. The activity must be supervised by a person authorized by the school, and includes interscholastic sports.

BUSINESS AUTO COVERAGE FORM

Throughout this coverage form the words "you" and "your" means the any person or organization qualifying as a **covered party** under the "Covered Party, Covered Persons or Entities" section of this Memorandum.

"Auto" means:

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to the Alaska financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

"Auto" does not include mobile equipment, including snowmobiles or ATVs, unless the vehicle is subject to Alaska Financial Responsibility Laws.

SECTION I - COVERED AUTOS

A. DESCRIPTION OF COVERED AUTOS

A schedule of covered autos is attached to this Coverage Form.

Liability coverage is provided through the attached Liability Program Memorandum of Coverage for liability associated with the use of any auto listed on the schedule.

Liability coverage is also provided for

1. Autos you have leased, hired, or rented for a period of less than 30 days. This does not include any "auto" you lease, hire, rent or borrow from any of your employees or members of their households.
2. Non-owned autos. This includes only those autos you do not own, lease, hire, or rent that are used in connection with your entity. This includes autos owned by your employees or partners or members of their households but only while used in your business.
3. Any trailer that is attached to a covered auto.

Uninsured/Underinsured Motorists and **Uninsured/Underinsured Motorists Physical Damage** coverage is provided for all vehicles that are covered for liability coverage, except that **Uninsured/Underinsured Motorists Physical Damage** coverage does not apply to owned vehicles that are not insured for physical damage coverage.

Physical Damage coverage is provided only for vehicles identified on the attached Automobile Schedule as insured for physical damage coverage, and for autos you have leased, hired, or rented for a period of less than 30 days.

Valuation of an auto under **Physical Damage** coverage is equal to the lowest of:

1. The actual cost of repairs to the auto,

2. The actual cash value (ACV) of the auto immediately prior to the loss, or
3. The stated value of the auto as shown on the attached schedule.

For ambulances or fire trucks, if the damaged vehicle is replaced, (2) above is replaced by the actual replacement cost.

B. AUTOS YOU ACQUIRE AFTER THE START OF THE COVERAGE PERIOD

Newly acquired owned or leased vehicles are covered for **Liability Coverage, Uninsured/Underinsured Motorists, and Uninsured/Underinsured Motorists Physical Damage Coverage** for a period of 30 days following the date of acquisition. APEI must be notified of the acquisition for coverage to be extended beyond 30 days.

Newly acquired owned or leased vehicles are covered for **Physical Damage Coverage**, for a period of 30 days following the date of acquisition only if one or more similar vehicles on your schedule are covered for physical damage coverage. APEI must be notified of the acquisition for coverage to be extended beyond 30 days.

C. EARNED PREMIUM CLAUSE

The premium for all vehicles shall be deemed earned at the rate of 1/300 of the total annual premium per day and shall be fully earned after 300 days. There will be no refund of premium in the event of cancellation by the **Member** after the vehicle has been insured for 300 days of the policy year.

D. RETROACTIVE CLAUSE

If a request is made to retroactively remove a vehicle from the APEI program on the basis that it was not owned by the member during part or all of the current **coverage period**, APEI will calculate the amount of premium under the preceding paragraph and refund accordingly. However, in no event will APEI refund more than 50% of the earned premium as calculated under the preceding paragraph.

ALASKA PUBLIC ENTITY INSURANCE

ENDORSEMENT NO. 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the “**Covered Party, Covered Persons or Entities**” section of the Memorandum is amended to include the **Additional Covered Parties** shown below, but only with respect to **Coverage Parts A., Personal Injury & B., Property Damage**, and limited to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member for such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Insurance or the minimum limits required by contract.

No coverage will be provided to any additional **covered party** arising out of their own sole negligence.

Additional Covered Parties:

PERSONS OR ORGANIZATIONS SCHEDULED ON CERTIFICATES OF INSURANCE ISSUED BY
AUTHORIZED AGENTS OF APEI

It is further agreed that nothing herein shall act to increase APEI’s Limit of Liability.

Issued to: All Members



Authorized Representative
ALASKA PUBLIC ENTITY INSURANCE

July 1, 2018
Date

ALASKA PUBLIC ENTITY INSURANCE

ENDORSEMENT NO. 2

AQUATIC WEED HARVESTERS

The following provision is hereby attached to and made part of this Policy.

It is agreed that Exclusion N. of the Memorandum is amended and will not apply to the following equipment:

Aquatic Weed Harvesters

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits, or conditions of the Policy, except as hereinabove set forth.



Authorized Representative
ALASKA PUBLIC ENTITY INSURANCE

July 1, 2018
Date

Auto Schedule

City of Bethel

AcctID# 239

Policy Year 2018/2019



Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Stated Value	Auto Phys Damg Deductible
	2019	Mack	Water Truck	Water Truck	1M2GR1GC4KM002772	Water	Yes	\$226,832	\$1,000
#0751	2018	Mack	800 GU	Large 800 GU800 Truck	1M2AX12C8JM040782	1155 Ridgecrest	Yes	\$243,963	\$1,000
#0716	2018	Mack	800 GU	Large 800 GU800 Truck	1M2AX12CXJM040783	1155 Ridgecrest	Yes	\$266,402	\$10,000
#0703	2018	Mack	600 MRU	Garbage Truck	1M2AV04C1JM017678	1155 Ridgecrest	Yes	\$307,969	\$10,000
#0729	2017	Mack	700 GU 713	713 Sewer/Vac Truck	1M2AX03C6HM034949	1155 Ridgecrest	Yes	\$250,000	\$10,000
#0616	2017	Dodge	Ram 4500 North Star	Ambulance	3C7WRLCJ0HG718342	320 State Hwy	Yes	\$214,834	\$1,000
	2017	Ford	Expedition XL	Police SUV	1FMJU1GT3HEA09588		Yes	\$42,329	\$1,000
#0219	2017	Ford	Expedition XL	Police SUV	1FMJU1GT4HEA02892		Yes	\$41,206	\$1,000
#0240	2017	Ford	F250 Super Duty	Pickup	1FT7W2B60HED94351		Yes	\$33,009	\$1,000
#0728	2017	Mack	700 G 713	713 Sewer/Vac Truck	1M2AX03C2HM034950	1155 Ridgecrest	Yes	\$250,000	\$10,000
	2017	Pierce	Ascendant 107	Ladder Truck	4P1BCAFF1HA017906	320 State Hwy	Yes	\$879,000	\$25,000
#0750	2017	Mack	700 GU 713	713 Water Truck	1M2AX03C9HM034573	1155 Ridgecrest	Yes	\$250,000	\$10,000
#0245	2015	Ford	F150	PU	1FTFW1EF0FKE66598		Yes	\$40,039	\$1,000
	2015	Ford	F250 Super Duty	Ext Cab	1FT7X2B63FED68417		Yes	\$44,000	\$1,000
#0831	2014	International	Sander Work Star	Sander Truck	1HTWGAZR3EH790712		Yes	\$136,610	\$1,000
#0439	2014	Ford	E350 Super Duty	Van	1FDEE3FL4EDB17733	370 A 4th Ave	Yes	\$65,000	\$1,000
	2014	Freightliner	M2 112 Firetruck	Firetruck	1FVHC5CY8EHFX5066	320 State Street	Yes	\$390,000	\$10,000
#0832	2014	International	Sander Work Star	Sander Truck	1HTWGAZR3EH769147		Yes	\$110,835	\$1,000

Auto Schedule

City of Bethel

AcctID# 239

Policy Year 2018/2019



Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Stated Value	Auto Phys Damg Deductible
#0701	2013	Mack	600 MRU	Garbage Truck	1M2AV02C7DM009737	1155 Ridgecrest	Yes	\$223,580	\$1,000
#0126	2013	Ford	F150	Pickup	1FTMF1EM6DKF26757		Yes	\$17,500	\$1,000
#0243	2013	Ford	Explorer Police Intercept	SUV	1FM5K8AR5EGA04129		Yes	\$29,224	\$1,000
#0244	2013	Ford	Explorer Police Intercept	SUV	1FM5K8AR1EGA04130		Yes	\$29,224	\$1,000
#0230	2013	Chevrolet	Silverado K1500	PU	1GCRKSEA0DZ354245		Yes	\$22,000	\$1,000
#0140	2012	Ford	F150	Pickup	1FTFW1EF4CKE37780		Yes	\$25,725	\$1,000
#0142	2012	Ford	F150	Pickup	1FTFW1EF6CKE37781		Yes	\$25,725	\$1,000
XYE911	2012	Haul	Police Command Center Trailer	UT Trailer	16HGB2424CU078317		Yes	\$34,000	\$1,000
#0222	2012	Ford	Escape XLS	Police Vehicle	1FMCU9C71CKA10202		Yes	\$18,817	\$1,000
#0221	2012	Ford	Escape XLS	Police Vehicle	1FMCU9C75CKA10204		Yes	\$18,817	\$1,000
#0141	2012	Ford	F150	Pickup	1FTMF1EM0CKE37779		Yes	\$19,586	\$1,000
#0143	2012	Ford	F250 Super Duty	Pickup	1FTBF2B68CEC69018		Yes	\$20,703	\$1,000
#0122	2012	Ford	F250 Super Duty	Pickup	1FTBF2B6XCEC69019		Yes	\$20,703	\$1,000
#0830	2012	Ford	F250 Super Duty	Pickup	1FTBF2B66CEC69020		Yes	\$20,703	\$1,000
0725 XYE503	2010	Sterling	Acterra	Sewer Truck	2FZHCHDJ7AAAN4158		Yes	\$70,000	\$1,000
#0823	2010	Mack	CXU613	Semi Truck	1M1AW02Y3AN011603	Utilities Landfill	Yes	\$32,000	\$1,000
0727 XYE502	2010	Sterling	Acterra	Sewer Truck	2FZHCHDJ5AAAN4157	1155 Ridgecrest	Yes	\$70,000	\$1,000
#0749	2009	Sterling	Acterra	Water Truck	2FZHCHDJ89AAD1396	1155 Ridgecrest	Yes	\$70,000	\$1,000
0191	2009	Dodge	Ram	Pickup	1D3HV18P39S814115		Yes	\$23,976	\$1,000
#0136	2008	Ford	F150	Pickup	1FTRF14W88KD54777		Yes	\$22,000	\$1,000

Auto Schedule

City of Bethel

AcctID# 239

Policy Year 2018/2019



Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Stated Value	Auto Phys Damg Deductible
#0436	2008	Ford	E 450 Econoline Super Duty Van	Van	1FD4E45P38DB17653	370 A 4th Ave	Yes	\$68,694	\$1,000
#0137	2008	Ford	F150	Pickup	1FTRF14W88KC49284		Yes	\$22,000	\$1,000
#0124	2008	GMC	Sierra K2500 HD	Pickup	1GTHK29KX8E128211		Yes	\$7,000	\$1,000
#0242	2008	Ford	Expedition XLT	SUV	1FMFU16528LA82925		Yes	\$25,530	\$1,000
#0438	2007	Ford	E350 Super Duty	Van	1FDWE35S66DA15915	370 A 4th Ave	Yes	\$68,000	\$1,000
#0220	2007	Ford	Expedition XLT	SUV	1FMFU165X7LA48214		Yes	\$10,000	\$1,000
#0225	2007	Ford	Expedition	SUV (CSO)	1FMFU16537LA48216	Police Dept	Yes	\$8,500	\$1,000
	2007	EagerBeaver	25XT/3 Tilt Trailer	Utility Trailer	1ZHAX3507L07L0957	Maintenance	Yes	\$45,000	\$1,000
#0827	2006	International	7000 Series 7400	7400 SBA 6X4 Dump Dump Truck	1HTWGAAR16J342846		No		
#0249	2006	Ford	F150	Light Truck	1FTRX14W26KD23437		Yes	\$21,547	\$1,000
#0724	2006	Sterling	Lt8500	Sewer Truck	2FZHAWCS27AX30185	1155 Ridgecrest	No		
#0826	2006	International	7000 Series 7500	7500 SBA 6X4 Dump Truck	1HTWNAZR76J342845		No		
#0133	2006	GMC	Sierra 2500	Pickup	1GTHK23WO6F245913		No		
#0131	2006	Ford	F250 Super Duty	Pickup	1FTNF21526EC15014		Yes	\$22,500	\$1,000
#0129	2006	Ford	F250 Super Duty	Pickup	1FTNF21526EC14283		Yes	\$22,500	\$1,000
#0130	2006	Ford	F250 Super Duty	Pickup	1FTNF21506EC14332		Yes	\$22,500	\$1,000
#0055	2006	International	7000 Series 7500	7500 Sba 6X4 Heavy Truck (> 20K GVW)	1HTWNAZR56J342844		No		

Auto Schedule

City of Bethel

AcctID# 239

Policy Year 2018/2019



Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Stated Value	Auto Phys Damg Deductible
#0105	2006	E-Z Loader	20/22' Boat Trailer	Boat Trailer	1CXBT171XXS902242	Port	Yes	\$3,000	\$1,000
#0054	2006	GMC	Sierra 2500	Pickup	1GTHK29UX6E182123		No		
#0224	2005	Ford	Expedition	SUV	1FMPU16525LA90426	Police Dept	Yes	\$8,500	\$1,000
#0746	2004	Sterling	LT8500	Hauling Water	2FZHAWCS64AN41146	1155 Ridgecrest	Yes	\$50,000	\$1,000
#0822	2004	Load King	Low Boy Trailer	Low Boy Trailer	5LKL5135541025229	Utilities Landfill	Yes	\$27,000	\$1,000
#0614	2004	E-Z Loader	22/24' Boat Trailer	Boat Trailer	1ZEAAMSS36A034134	Fire Dept.	Yes	\$4,000	\$1,000
XYA503	2004	Ford	F250 Super Duty	Pickup	1FTNX21L94EA02344		Yes	\$44,000	\$1,000
#0745	2004	Sterling	LT8500	Hauling Water	2FZHAWCS84AN41147	1155 Ridgecrest	Yes	\$50,000	\$1,000
#0723	2004	Sterling	LT8500	Heavy Equipment	2FZHAWDC34AM45434		Yes	\$50,000	\$1,000
XYA366	2003	Ford	F450 Super Duty	Ambulance	1FDXF47P13EB92006	320 State Hwy	Yes	\$197,000	\$1,000
#0720	2002	Sterling	LT8500	Heavy Equipment	2FZHAWAK92AJ73285		Yes	\$50,000	\$1,000
0721 XYE917	2002	Sterling	LT8500	Heavy Equipment	2FZHAWAK72AJ73284		Yes	\$50,000	\$1,000
#0007	2001	Ford	Excursion XLT	SUV	1FMNU41S61EB25747		Yes	\$18,000	\$1,000
#0229	2001	Ford	F250 Super Duty	Pickup	3FTNF21L81MA47641		Yes	\$13,000	\$1,000
#0052	2001	Ford	F250 Super Duty	Pickup	1FTNW21F71EA91890		No		
#0743	2000	Ford	Sterling LT8513	Water Truck	2FZXBLAB9YAF69249	1155 Ridgecrest	Yes	\$100,000	\$1,000
XXW418	1999	Ford	F350 Super Duty	Heavy Truck Ambulance	1FDWF37FXEE06977	320 State Hwy	Yes	\$197,000	\$1,000
	1999	Trail King	TK40LP2400	Utility Trailer	1TKC02425YM090182	Maintenance	Yes	\$25,000	\$1,000
#0719	1999	Ford	Sterling LT8513	Sewer Truck	2FZXMLAB4XAB78891	1155 Ridgecrest	Yes	\$30,000	\$1,000
#0237	1998	Ford	Expedition	SUV	1FMRU18W9WLB54896		Yes	\$10,000	\$1,000

Auto Schedule

City of Bethel

AcctID# 239

Policy Year 2018/2019



Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Stated Value	Auto Phys Damg Deductible
#0118	1998	Nissan	Light Truck	Pickup	1N6DD21Y5WC337354		Yes	\$1,500	\$1,000
#0236	1998	Ford	Expedition	SUV	1FMRU18W2WLB54898		Yes	\$10,000	\$1,000
XYC505	1998	Ford	Expedition	SUV	1FMEU18W9WLA12045		Yes	\$10,000	\$1,000
#0117	1998	Nissan	Light Truck	Pickup	1N6DD21Y3WC374595		Yes	\$1,500	\$1,000
#0744	1997	Ford	Conventional H LT8513	Heavy Truck - Louisville	1FDZS86E4VVA19658		Yes	\$117,000	\$1,000
#0738	1997	Ford	Louisville LT-8513	Water Truck	1FDZS86E2VVA35003		Yes	\$30,000	\$1,000
#0102	1997	Ford	F250	Pickup	1FTHF26HXVED18292		Yes	\$18,000	\$1,000
#0825	1996	GMC	TopKick C7H064 Dump Truck	Dump Truck	1GDT7H4J7TJ505134		Yes	\$30,000	\$1,000
#0061	1992	Ford	LT 9000 Road WateringTruck	Heavy Truck (> 20K GVW)	1FTYU90L1NVA17132		No		
#0829	1991	Peterbilt	Conventional 378	Dump Truck	1XPFE9X9MD307501		Yes	\$65,000	\$1,000
XYA775	1991	International	4000 Series 4900	Boom Truck	1HTSDNHR9MH315564		Yes	\$23,125	\$1,000
	1991	Trail King	TKT20-2000	Utility Trailer	1TKC02027LM067159	Maintenance	Yes	\$10,000	\$1,000
#0828	1989	Ford	LN-8000 Water/Steamer Truck	HeavyTruck	1FDZH80U4KVA57028		No		
#0608	1986	Grumman	Spartan	Heavy Truck	1S9HT6D09GC185009	320 State Hwy	Yes	\$491,000	\$10,000
#0604	1980	Ford	F700	Tanker	F70HUGA5008	320 State Hwy	Yes	\$250,000	\$10,000
#0603	1980	Ford	F8000 Pumper	Heavy Truck	D8OUVHJ5061	320 State Hwy	Yes	\$550,000	\$25,000
#0700	1980	Ford	Back Loader	Heavy Truck	W80UVGH0252		No		

Auto Schedule

City of Bethel

AcctID# 239

Policy Year 2018/2019



Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Stated Value	Auto Phys Damg Deductible
#0601	1969	Ford	F350	Old Ambulance SCBA Recharge	F35HLE55637	320 State Hwy	Yes	\$125,000	\$1,000

Total Number of Insured Vehicles: 93

Number of Vehicles with Physical Damage Coverage: 83

Introduced by: Council Member Charles
Introduction Date: April 23, 2018
Public Hearing May 14, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #19-05

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING TITLE 2.04 TO PROVIDE FOR COMPENSATION AND BENEFITS FOR BETHEL CITY COUNCIL MEMBERS

WHEREAS, Bethel City Council members are all currently volunteers;

WHEREAS, being a City Council member requires a commitment of a significant amount of personal time;

WHEREAS, most months the City Council meets twice in the month with meetings lasting an average of 4 hours each;

WHEREAS, in order to prepare for a City Council meeting, each City Council member must spend between 5-8 hours per week reviewing the extensive council packets;

WHEREAS, even when not at City Hall, City Council members are always working since citizens have the right and privilege to contact them with concerns, questions, suggestions, criticisms, etc.;

WHEREAS, in addition to their duty to attend City Council meetings, each City Council member is a member of at least one Committee or Commission for the City;

WHEREAS, these members add additional volunteer time for the City Council members;

WHEREAS, City Council members are also expected to attend special meeting and to attend budget meetings which can last for several weeks;

WHEREAS, all of this time is uncompensated and takes the City Council member away from their paying jobs and from their families;

WHEREAS, a review of 37 communities throughout Alaska, shows that 31 of the 37 (or 84%) of the communities in Alaska provide the City Council members with some sort of compensation;

Introduced by: Council Member Charles
Introduction Date: April 23, 2018
Public Hearing May 14, 2019
Action:
Vote:

WHEREAS, Alaska Statute 29.20.620 allows for compensation of City Council members by ordinance;

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a codified Ordinance and shall become part of the Bethel Municipal Code.

Section 2. Amendment: Section 2.04 of the Bethel Municipal Code is hereby amended, new language is underlined and old language is stricken.

2.04.95 Compensation of Council Members.

- A. Council member compensation shall be fixed by Ordinance and may be amended at any time except during the 60-day period immediately preceding the City's Regular Election.
- B. Compensation changes become effective on the first Monday immediately following the certification of the next Regular City election subsequent to the adoption of the salary change.
- C. For each calendar month served as an elected official, each council member shall receive compensation of ~~Three Hundred (\$300) Dollars~~ One Hundred (\$100) per regular city council meeting and Twenty Five (\$25) per special city council meeting to be paid the month following the month of service. ~~Partial months of service will not be compensated.~~
- D. Councilmembers shall be provided with water and sewer utility benefits on the same level and basis as provided for City Department Heads. Taxes associated with this benefit shall be deducted from the monthly compensation.
- E. A Councilmember may decline compensation and/or water-sewer benefits by completing the appropriate form and submitting it to the City Clerk for Payroll Processing. A decision to decline or accept compensation and/or utility benefits cannot be amended more than twice in a Fiscal Year.

SECTION 3. Effective Date. This ordinance shall become effective ~~upon passage~~ following the certification of the City's 2019 Regular Election.

ENACTED THIS _____ DAY OF MARCH 2019 BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk
City of Bethel, Alaska

Ordinance #19-05
2 of 2

CITY OF BETHEL, ALASKA

Ordinance #19-06

AN ORDINANCE AUTHORIZING THE DISPOSAL VIA LEASE OF LOT 5A BLOCK 9, UNITED STATES SURVEY 3230, PLAT 98-6 (280 THIRD AVE.) PURSUANT TO BMC 4.08.030(C) & 4.08.050(C)

WHEREAS the City of Bethel owns a parcel of land situated 831 River Street;

WHEREAS the legal description for the land is Lot 5A, Block 9, United States Survey 3230, Plat 98-6, Bethel Recording District, Fourth Judicial District, State of Alaska;

WHEREAS the land is situated on Watson's corner next to GCI's large satellite dishes;

WHEREAS the property is pictorially depicted as:



WHEREAS the land has been occupied by General Communication Corp. (GCI) since at least 1998;

WHEREAS GCI had a lease with the City of Bethel for that lot from July 1, 1998 to July 1, 2003;

WHEREAS there is no City record indicating even one late or missed payment by GCI since it began leasing the land in 1998;

WHEREAS for many years GCI has been reaching out to the City in an attempt to renew the Lease, all to no avail;

WHEREAS while the Bethel Municipal Code (BMC) states that the property is to go to public auction, it also allows for a renewal of a lease, a process which does not go to public auction;

WHEREAS if approved, the lease term would be for five (5) years commencing on June 1, 2019 and ending on May 31, 2024 with two (2) rights of renewal for five (5) years per renewal;

WHEREAS the rent would be \$850 per month as per the appraised fair market value with a CPI increase to occur annually after year two;

WHEREAS under the Lease Agreement the Tenant would be responsible for all of their own utility costs as well as snow removal costs;

WHEREAS pursuant to the Lease Agreement, the Tenant is required to keep the City's land insured with the City named as an additional insured during the entire term of the Lease Agreement;

WHEREAS pursuant to the Lease Agreement, the Tenant is required to indemnify the City;

NOW, BE IT ORDAINED, the City Council authorizes the disposal of the above property via lease of land in Furtherance of Development of Local Trade or Industry.

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 04.08.050(C) Lease Procedures (Renewal).

Introduced by: C. Manager Williams
Introduction Date: April 23, 2019
Public Hearing May 14, 2019
Action:
Vote:

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

ENACTED THIS _____ DAY OF MAY 2019, BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

**COMMERCIAL LEASE BETWEEN
CITY OF BETHEL and
GCI COMMUNICATION CORP.**

This LEASE is made on May 15, 2019 by and between the City of Bethel, a Municipal Corporation ("Landlord") and GCI Communication Corp., an Alaska Corporation, ("Tenant").

**ARTICLE 1
LEASED PREMISES AND TERM**

1.01 Leased Land. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, hereby leases to Tenant and Tenant hereby leases from Landlord, a parcel of land situated at in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

Lot 5A, Block 9, United States Survey 3230, Plat 98-6,
Bethel Recording District, Fourth Judicial District, State of
Alaska.

together with all rights, easements, privileges, both subterranean and vertical, and appurtenances attaching or belonging to the described land, but subject to the reservation contained in Paragraph 1.02 and the Covenants contained in Article 4 hereof (herein called the "Leased Premises").

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

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

All fill, retaining walls, berms, earth contours, wells, utility pipes and lines and all other at-surface or below-surface improvements situated on the Leased Premises on the date of this Lease.

1.04 Lease Term. This Lease shall be and continue in full force and effect for a term of Five (5) years commencing on June 1, 2019 and terminating on May 31, 2024 unless earlier terminated in accordance with the terms of this Lease. Tenant shall have two (2) options for renewal of five (5) year's per renewal.

- 1.05 **Renewal.** The Tenant shall have the option to renew the Lease for two (2) additional periods of five (5) years by giving the Landlord notice in writing not less than One Hundred and Eighty (180) days prior to the expiration of the initial Lease term or renewal term. The monthly rent rate shall not be increased except as outlined in Section 2 of this Lease Agreement.
- 1.06 **Holdover. With Consent.** If Tenant continues occupying the Leased Premises after a Term ends (Holdover) and if the Holdover is with Landlord's written consent, it shall be a month-to-month tenancy, terminable on thirty (30) days advance written notice by either party. During the holdover period, rent shall automatically be increased by ten (10%) percent and will remain due and owing on the first day of each month. If the Holdover is without Landlord's written consent, then Tenant shall be a tenant-at-sufferance and shall be liable for any damages suffered by Landlord because of Tenant's Holdover. Landlord shall retain all remedies against Tenant who holds over without written consent.
- A. **Terms.** The Holdover shall be on the same terms and conditions of the Lease except: (i) the Term; (ii) Rent; (iii) the extension Term is deleted; (iv) consent to a sublease may be unreasonably withheld and delayed; (v) the provision on Landlord's Default is deleted; and (vi) the Defaulting Party may be Tenant only.

ARTICLE 2 RENT

- 2.01 **Rent.** Effective May 1, 2019, Tenant shall pay to Landlord, without deduction and without notice or demand, net of all real property taxes, assessments, rates and other charges required to be paid by Tenant under this Lease with respect to the Leased Premises, Eight Hundred Fifty Dollars (\$850) per month on or before the 1st day of each month during the Lease Term.

Rent shall be adjusted annually on the anniversary date of the Lease by adjusting the then-current rent to reflect any percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), published by the U.S. Department of Labor, Bureau of Labor Statistics for Anchorage, Alaska from its level at the beginning to its level at the end of the then-current year. In the event that the Consumer Price Index for the Municipality of Anchorage has decreased during such period, the rent shall remain and hold from the previous year.

ARTICLE 3 QUIET ENJOYMENT

Upon timely payment by Tenant of all rent and other payments required to be paid by Tenant under this Lease, and upon full and faithful observance and performance by Tenant of all of its covenants contained in this Lease, and so long as such observance and performance continues, Tenant shall peaceably hold and enjoy the Leased

Premises during the Lease Term without hindrance or interruption by Landlord or anyone lawfully claiming by, through, or under it.

ARTICLE 4 TENANT'S COVENANTS

4.01 Improvements Required by Law. Tenant, at Tenant'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 Landlord 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 Landlord after giving the required notice provided for in paragraph 4.06, and if Tenant does not complete the required work within the timeframe provided for in the notice, Tenant shall reimburse Landlord for the actual reasonable costs to cover Landlord's overhead, upon presentation of a bill therefore, as additional rent.

4.02 Construction or Removal of Improvements, Additions and Alterations. "Significant Work" as used in this section, means all work which (1) involves the excavation, filling, or other alteration of the grade or drainage of the Leased Premises, or (2) involves the construction, demolition, or removal on or from the Leased Premises of any improvement.

Tenant shall not make alterations to the grade or drainage of the Leased Premises without the written approval of the Landlord. Landlord shall not alter the grade or drainage of the adjacent properties such that drainage will flow over or through the Leased Premises of the Tenant.

4.03 Repair and Maintenance. Tenant shall, at Tenant's expense and without notice from Landlord, 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 Landlord.

4.04 Snow Removal. Tenant shall be responsible for snow removal on the Leased land.

4.05 Observance of Laws. Tenant, at all times during the Lease Term, at its own expense, and with all due diligence shall observe and comply with all state and federal laws, municipal 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 Landlord may request from time to time.

In furtherance, and not in limitation, Tenant 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, Tenant, at its own expense, must clean and restore the Leased Premises to the satisfaction of the Landlord and any governmental body or court having jurisdiction over the matter. However, Tenant 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 Tenant's actions caused in whole or in part such discharge, leakage, spillage, emission, or pollution, in which case Tenant shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Tenant.

Landlord warrants that at the time this Lease between the parties, Landlord is not aware of any hazardous or toxic materials on the Leased Premises.

- 4.06 Tenant agrees to hold harmless Landlord 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 Landlord as a result of Tenant's breach of this Lease.
- 4.07 **Inspection and Repair by Landlord.** Tenant 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 Landlord 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 Landlord with regard to all other matters. If Tenant refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of the Landlord after written demand, then Landlord, 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 Tenant for any loss or damage that may accrue to Tenant's property or Tenant'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, Tenant shall pay as additional rent, Landlord's actual costs for making such repairs or performing such maintenance. However, Tenant shall not be responsible for the replacement or repair of any street lights that may illuminate the Premises.

- 4.08 **Waste and Wrongful Use.** Tenant shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.
- 4.09 **Setback.** Tenant 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 Landlord.
- 4.10 **Liens.** Tenant shall not commit or suffer any act or neglect whereby the Leased Premises or the interest of Landlord or Tenant therein at any time during the Lease Term may become subject to any attachment, execution lien, charge, or other encumbrance, and shall defend, indemnify and hold Landlord harmless against all losses, costs, and expenses, including reasonable attorney's fees, paid or incurred by Landlord in connection therewith.
- 4.11 **Indemnification.** Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from (1) Tenant's use of the Leased Premises, or from the conduct of Tenant's business, or from any activity, work or things done, permitted or suffered by Tenant in or about the Leased Premises; (2) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (3) any negligence of Tenant, or any of Tenant's agents, contractors, customers or employees, or any person claiming by, through or under Tenant; 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 Tenant.

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

Tenant 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 Landlord relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Tenant further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Tenant is as

knowledgeable about the physical condition of the Leased Premises as Landlord, and on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Tenant.

- 4.12 **Costs and Expenses of Landlord.** Tenant shall forthwith pay to Landlord all costs and expenses, including reasonable attorney's fees, which are (1) paid or incurred by Landlord but are required to be paid by Tenant under any provision of this Lease; (2) paid or incurred by Landlord in enforcing any covenant of Tenant contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, taxes, assessments, or rates; (3) incurred by Landlord in reviewing any matter for which Landlord's approval is sought and in processing such approval under this Lease; or (4) incurred by Landlord in connection with any other action in any respect related to this Lease, the Leased Premises, or Tenant's actions or omissions and the Leased Premises, other than a condemnation action filed by or against Tenant, to and in which Landlord is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Lease shall include but not be limited to all of Landlord's out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided herein, all costs and expenses of Landlord shall be payable by Tenant to Landlord forthwith after mailing or personal delivery of statements therefore to Tenant. Such obligations and interest shall constitute additional rents.
- 4.13 **Surrender of Leased Premises and Improvements.** Upon the expiration or termination (including termination resulting from Tenant's breach) of this Lease, Tenant, without further notice, shall deliver to Landlord, possession of the Leased Premises. Tenant's improvements shall remain the property of Tenant. At the expiration or termination of the Lease, or any extended term thereof, Tenant shall remove, demolish, or otherwise dispose of all Tenant's improvements within one hundred twenty (120) days of expiration or termination, unless Landlord agrees otherwise, in writing, and shall leave Leased Premises in a clean and cleared condition. In the event of failure or refusal of Tenant to surrender possession of the Leased Premises or to remove Tenant's improvements from the Leased Premises in accordance with this paragraph, Landlord shall have the right to re-enter the Leased Premises and remove therefrom Tenant or any other person, firm or corporation claiming by, through or under Tenant, and to declare abandoned and/or remove Tenant's improvements therefrom, and to obtain damages for trespass from Tenant, including but not limited to the actual costs of removal.
- 4.14 **Utility Services.** Tenant shall arrange for its own utility services and bear all costs for utilities.

- 4.15 **Discrimination Prohibited.** Tenant 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, gender identification, or other legally protected status.
- 4.16 **Underground Conditions and Water Drainage.** Tenant 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 Landlord, its agents or employees because of or resulting from any fill or any subsurface or soil condition on the Leased Premises. Tenant 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 Landlord, or into an established drainage easement, if any, on the Leased Premises.

ARTICLE 5 INSURANCE

- 5.01 **Liability Insurance.** During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Landlord, Tenant shall keep in full force and effect, a policy or policies of general liability and property damage insurance which satisfies the coverage requirements set by Landlord with respect to the Leased Premises and the business operated by Tenant 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, or such higher limits as Landlord may specify; provided, however, that no such limit shall in any way limit Tenant's liability or be construed as a representation of sufficiency to fully protect Tenant or Landlord. The policy or policies purchased pursuant to this paragraph shall name the Tenant as an insured and the Landlord as an additional insured with respect to the Leased Premises and the business operated by Tenant on the Leased Premises.
- 5.02 **Tenant's Insurance:** Tenant shall purchase and/or maintain such insurance or self-insurance as will protect the Tenant and Landlord from claims which may arise out of or as a result of this Lease Agreement.
- 5.03 **Waiver of Subrogation:** Tenant waives all rights of recovery against Landlord. This waiver shall be binding upon any insurance carried by Tenant.
- 5.04 **Evidence of Insurance.** Tenant agrees to deliver to Landlord, prior to any occupancy or use of Leased Premises, a certificate of insurance or self-insurance evidencing all required insurance provisions of this Lease. If the Tenant insurance or self-insurance is canceled for any reason during the duration of the Lease, the Tenant will notify the Landlord immediately of the cancelation and will provide the Landlord with evidence of a reinstatement notice or replacement coverage, either to be in effect prior to the cancelation date. If

reinstatement or replacement are not secured, Tenant agrees to vacate any occupied Premises of the Landlord prior to the cancelation date. Failure to remedy the cancelation will result in a material breach of this Lease Agreement. Immediate notice as used in this section means "within five (5) business days of receipt of the cancelation notice by Tenant."

ARTICLE 6 EMINENT DOMAIN

- 6.01 **Permanent Taking.** In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or the determination of the Landlord 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 Landlord.

If less than materially all of the Leased Premises are taken or if the Landlord 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 Tenant shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

- 6.02 **Disposition of Proceeds.** Landlord is entitled to all proceeds of condemnation except those proceeds specifically allocated for Tenant's improvements.

- 6.03 **Temporary Taking.** If the whole or any part of the Leased Premises or of Tenant'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 Tenant shall continue to pay all rental payments and other charges payable by Tenant hereunder and to perform all other terms, covenants, and conditions contained herein, except to the extent Tenant is prevented from so doing by the terms of the order of the taking authority. In the event of a temporary taking, Tenant 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 Landlord and Tenant as of said date of expiration, after Landlord shall have received the entire portion of the award attributable to physical damage to the Leased Premises and any improvements thereon and to the restoration thereof to the condition existing immediately prior to the taking or condemnation.

ARTICLE 7 ASSIGNMENTS AND MORTGAGES

Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Leased Premises without Landlord's prior written consent. Landlord'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 8 TERMINATION, DEFAULT AND DEFEASANCE

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

- A. Failure to Continuously Operate a Facility for the General Public.
If the land is used for commercial or retail purposes, 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, gender identity, age, sex or other protected category. 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.
- 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 Tenant 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 Tenant's interest in the leasehold estate or of Tenant'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 Tenant.

8.02 Notice and Right to Cure

- A. Notices. As a precondition to pursuing any remedy for an alleged default by Tenant, Landlord shall, before pursuing any remedy, give notice of default to Tenant.
- B. Method of Giving Notice. Landlord shall give notice of default by either personal service, by certified first class mail or email.

- C. Tenant's Right to Cure Default(s). If the alleged default is nonpayment of rent, Tenant shall have five (5) days after the notice is given to cure the default. For the cure of any other default, Tenant shall promptly and diligently cure the default and shall have thirty (30) days after notice is given to complete the cure.
- D. Non-Waiver. Acceptance by Landlord of any rents shall not be deemed to be a waiver by it of any breach by Tenant of any of its covenants contained in this Lease or of the right of Landlord to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Landlord of any breach by Tenant shall not be deemed to be a waiver of the right of Landlord to declare forfeiture for any other breach or of any other covenant.

8.03 **Right of Landlord to Protect Against Default**

If Tenant fails to observe or perform any of its covenants contained herein, Landlord, at any time thereafter and with seven (7) days' notice, or in the case of a situation deemed by Landlord 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 Tenant, and shall not be liable to Tenant 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 Landlord in observing or performing such covenant shall constitute additional rents, which Tenant shall forthwith pay to Landlord upon statements therefore.

8.04 **Landlord's Remedies**

If any default by Tenant shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default, Landlord 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 Landlord 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. Landlord may, at Landlord's election, terminate this Lease in the event of default by giving Tenant notice of termination. On the giving of the notice, all Tenants' rights in the Leased Premises shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Leased Premises and all Improvements not required to be removed, and Landlord may re-enter and take possession of the Leased Premises and all remaining improvements. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or accruing against Tenant, or any other relief available to Landlord.
- B. Recovery of Rent. Landlord shall be entitled, at Landlord's election, to each installment of rent or to any combination of installments for any period before

termination, plus interest at the rate of twelve and a half (12.5%) percent from the due date of each installment.

- C. Tenant's Personal Property. Landlord may, if Tenant fails to remove personal property or Tenant's improvements within the time allowed above, use Tenant's personal property, Tenant's improvements and 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 Tenant.
- D. Damages. Landlord shall also be entitled, at Landlord'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 Landlord.
- E. Application of Sums Collected by Landlord. Landlord 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 Landlord. 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 Tenants. Fourth, to the fulfillment of Tenant's covenants to the end of the Lease term; and finally, to Landlord's uses and purposes.
- F. Costs. In the event Tenant shall be in default in the performance of any of its obligations under this Lease, and Landlord takes any action to enforce this Lease, including, but not limited to, court action, Tenant shall pay Landlord all the expenses incurred by Landlord in taking such action including full and reasonable attorney's fees.

ARTICLE 9 GENERAL PROVISIONS

9.01 Landlord's Right to Entry, Inspection and Repair

Landlord may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Tenant or its authorized representative, after giving twenty-four (24) hours advance notice to Tenant of such inspection. To protect the confidentiality of Tenant's clients, Landlord shall take every step possible to not enter without the presence and consent of Tenant except in an emergency or upon agreement by Tenant, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Landlord may enter and inspect the Leased Premises on reasonable notice to Tenant (including no notice if the circumstances warrant) and make such repairs or institute such

measures, on the account and at the expense of Tenant, 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 Landlord solely in its capacity as Landlord hereunder and not in any other capacity.

9.02 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 Landlord:

City Manager
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559
Email: citymanager@cityofbethel.org

With Required Copy to:

City of Bethel Legal Department
PO Box 1388
Bethel, Alaska 99559-1388
Email: legal@cityofbethel.org

To Tenant:

GCI Communication Corp.
Attn: Lands and Leasing
20550 Denali Street, Suite 1000
Anchorage, AK 99503

With Required Copy to:

GCI Communication Corp.
Attn: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

9.03 Covenants and Conditions

Every provision in this Lease which imposes an obligation upon Tenant or invests an option, power, or right in Landlord shall be deemed to be a covenant of

Tenant in favor of Landlord, and the time of observance and performance by Tenant of each such covenant shall be of the essence. Full and faithful observance and performance by Tenant of each of its covenants contained in this Lease shall be a condition of this Lease.

9.04 Integration and Amendment

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 Landlord and Tenant 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 Landlord and Tenant.

9.05 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 Landlord, within thirty (30) days of receipt of written notice of such holding, Landlord shall have the right and option, exercisable by written notice thereof to Tenant, 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.

9.06 Binding Effect

This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns. The designations "Landlord" and "Tenant" 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 Tenant is more than one person or entity, including persons who are partners and operate Tenancy as a partnership, their liability thereunder shall be joint and several.

9.07 Landlord's Authority to Convey Fee Title

Landlord 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.

9.08 Tenant's Authority to Execute Lease

The Tenant represents that the person signing this Lease on its behalf has been duly authorized to sign this Lease and has the authority to bind the Tenant.

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.

IN WITNESS WHEREOF. Landlord and Tenant have duly executed and acknowledged this Lease.

CITY OF BETHEL

GCI COMMUNICATION CORP.

Peter A. Williams
City Manager

CITY OF BETHEL, ALASKA

Ordinance #19-07

AN ORDINANCE AUTHORIZING THE DISPOSAL OF LOT 2, COMMERCIAL CENTER SUBDIVISION, PLAT 96-15 (831 RIVER STREET) VIA LEASE

PURSUANT TO BMC 4.08.030(C) & 4.08.050(C)

WHEREAS the City of Bethel owns a parcel of land situated 831 River Street;

WHEREAS the legal description for the land is Lot 2, Commercial Center Subdivision, Plat 96-15, Bethel Recording District, Fourth Judicial District, State of Alaska;

WHEREAS the land is traditionally known as the land underneath Swanson's Hardware;

WHEREAS the property is pictorially depicted as:



WHEREAS the land was occupied by Omni Enterprises for a number of years under a lease agreement with the City of Bethel;

WHEREAS Omni Enterprises filed for Bankruptcy in 2015 during which time Omni owed the City monies, which included rent for the land;

WHEREAS while the bankruptcy matter was still pending, BTP, LLC took over the hardware store;

WHEREAS as the new occupant of the land, BTP, LLC, promptly contacted the City and agreed to pay the back-rents owed by Omni and agreed to continue paying rents while the bankruptcy matter was pending;

WHEREAS because this was a much older lease, one that was done in 1996, it had no legal provisions for the Tenant (Omni) going into bankruptcy;

WHEREAS the lack of a bankruptcy clause tied the City's hands and prevented the City from terminating the Lease with Omni until the bankruptcy matter was over;

WHEREAS BTP, LLC expressed interest, in writing, more than 180 days prior to expiration of the term of the lease, in taking over the remainder of Omni's lease and all renewal options of that lease, and continuing to lease the property from the City;

WHEREAS as a result, the City had the land appraised for fair market value;

WHEREAS upon completion of the Omni Enterprise bankruptcy matter, BTP, LLC again approached the City and requested to take over the Lease agreement, including the renewal of the lease;

WHEREAS BMC 4.08.050 allows for Lease Renewal;

WHEREAS if approved, the lease term would be for fifteen (15) years commencing on June 1, 2019 and ending on May 31, 2034 with no automatic right of renewal;

WHEREAS the rent is variable starting at \$1,760 per month for the first three (3) years and increasing every three (3) years thereafter;

WHEREAS the Lease Agreement allows the Tenant to improve the land but only after obtaining the written authorization of the City;

WHEREAS under the Lease Agreement the Tenant would be responsible for all of their own utility costs as well as snow removal costs;

Introduced by: C. Manager Williams
Introduction Date: April 23, 2019
Public Hearing May 14, 2019
Action:
Vote:

WHEREAS pursuant to the Lease Agreement, the Tenant is required to keep the City's land insured with the City named as an additional insured during the entire term of the Lease Agreement;

WHEREAS pursuant to the Lease Agreement, the Tenant is required to indemnify the City;

NOW, BE IT ORDAINED, the City Council authorizes the disposal of the above property via lease renewal.

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 04.08.050(C) Lease Procedures [Renewal].

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

ENACTED THIS _____ DAY OF MAY 2019, BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

**COMMERCIAL LEASE BETWEEN
CITY OF BETHEL and
BTP, LLC**

This LEASE is made on May 15, 2019 by and between the City of Bethel, a municipal corporation ("Landlord") and BTP, LLC ("Tenant").

**ARTICLE 1
LEASED PREMISES AND TERM**

1.01 Leased Land. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, hereby leases to Tenant and Tenant hereby leases from Landlord, a parcel of land situated in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

Lot 2, Commercial Center Subdivision, Plat 96-15, Bethel
Recording District, Fourth Judicial District, State of Alaska.

together with all rights, easements, privileges, both subterranean and vertical, and appurtenances attaching or belonging to the described land, but subject to the reservation contained in paragraph 1.02 and the Covenants contained in Article 4 hereof (herein called the "Leased Premises").

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

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

All fill, retaining walls, berms, earth contours, wells, utility pipes and lines and all other at-surface or below-surface improvements situated on the Leased Premises on the date of this Lease.

1.04 Lease Term. This Lease shall be and continue in full force and effect for a term of fifteen (15) years commencing on June 1, 2019 and terminating on May 31, 2034 unless earlier terminated in accordance with the terms of this Lease.

1.04 **Holdover.**

- A. **With Consent.** If Tenant continues occupying the Premises after the Term ends (Holdover) and if the Holdover is with the Landlord's written consent, it shall be a month-to-month tenancy, terminable on thirty (30) days advance written notice by either party. During the holdover period, rent shall automatically be increased by ten (10%) percent and will remain due and owing on the first day of each month.
- B. **Holdover (without consent).** If the Holdover is without Landlord's written consent, then Tenant shall be a tenant-at-sufferance and shall be liable for any damages suffered by Landlord because of Tenant's Holdover. Landlord shall retain all remedies against Tenant who holds over without written consent.
- C. **Holdover Terms.** The Holdover shall be on the same terms and conditions of the Lease except: (i) the Term; (ii) Rent; (iii) the extension Term is deleted; (iv) the Quiet Possession provision is deleted if the Holdover is without consent; (v) consent to a sublease may be unreasonably withheld and delayed; (vi) the provision on Landlord's Default is deleted if the Holdover is without consent; and (vii) the Defaulting Party may be Tenant only.

ARTICLE 2 RENT

2.01 **Rent.** Effective May 1, 2019, Tenant shall pay to Landlord, without deduction and without notice or demand, net of all real property taxes, assessments, rates and other charges required to be paid by Tenant under this Lease with respect to the Leased Premises rent payments as set forth herein:

Lease Years	Monthly Rent	Annual Rent
1-3	\$1,760	\$21,120
4-6	\$1,880	\$22,560
7-9	\$2,007	\$24,084
10-12	\$2,144	\$25,728
13-15	\$2,289	\$27,468

Rent shall be due and payable on the first day of each month without demand for payment by Landlord. Increases shall occur on July 1st and shall be automatic with the first increase occurring on June 1, 2023.

ARTICLE 3 QUIET ENJOYMENT

Upon timely payment by Tenant of all rent and other payments required to be paid by Tenant under this Lease, and upon full and faithful observance and performance by

Tenant of all of its covenants contained in this Lease, and so long as such observance and performance continues, Tenant shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Landlord or anyone lawfully claiming by, through, or under it.

ARTICLE 4 TENANT'S COVENANTS

- 4.01 **Development of Local Trade or Industry.** Tenant shall use the Leased Premises in furtherance of the development of local trade or industry. Should use of the Land cease, for a period of ninety (90) or more continuous days or should the use of the land no longer be in furtherance of the development of local trade or industry, the Landlord's interest in this Agreement shall automatically be triggered as outlined in Section 8.01 of this Agreement.
- 4.02 **Improvements Required by Law.** Tenant, at Tenant's own expense, during the Lease Term and subject to the requirements of this Lease, shall make, build, maintain and repair any 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 Landlord 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 Landlord after giving the required notice provided for in paragraph 4.06, and if Tenant does not complete the required work within the timeframe provided for in the notice, Tenant shall reimburse Landlord for the actual reasonable costs to cover Landlord's overhead, upon presentation of a bill therefore, as additional rent.
- 4.03 **Construction or Removal of Improvements, Additions and Alterations.** "Significant Work" as used in this section, means all work which (1) involves the excavation, filling, or other alteration of the grade or drainage of the Leased Premises, or (2) involves the construction, demolition, or removal on or from the Leased Premises of any improvement.
- Tenant shall not make alterations to the grade or drainage of the Leased Premises without the written approval of the Landlord. Landlord shall not alter the grade or drainage of the adjacent properties such that drainage will flow over or through the Leased Premises of the Tenant.
- 4.04 **Repair and Maintenance.** Tenant shall, at Tenant's expense and without notice from Landlord, 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 Landlord.

- 4.05 **Snow Removal.** Tenant shall be responsible for snow removal on the Leased land.
- 4.06 **Observance of Laws.** Tenant, at all times during the Lease Term, at its own expense, and with all due diligence shall observe and comply with all state and federal laws, municipal 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 Landlord may request from time to time.

In furtherance, and not in limitation, Tenant 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, Tenant, at its own expense, must clean and restore the Leased Premises to the satisfaction of the Landlord and any governmental body or court having jurisdiction over the matter. However, Tenant 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 Tenant's actions caused in whole or in part such discharge, leakage, spillage, emission, or pollution, in which case Tenant shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Tenant.

Landlord warrants that at the time this Lease between the parties, Landlord is not aware of any hazardous or toxic materials on the land.

- 4.07 Tenant agrees to hold harmless Landlord 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 Landlord as a result of Tenant's breach of this Lease.
- 4.08 **Inspection and Repair by Landlord.** Tenant 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 Landlord 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 Landlord with regard to all other matters. If Tenant refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable

satisfaction of the Landlord after written demand, then Landlord, 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 Tenant for any loss or damage that may accrue to Tenant's property or Tenant'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, Tenant shall pay as additional rent, Landlord's actual costs for making such repairs or performing such maintenance. However, Tenant shall not be responsible for the replacement or repair of any street lights that may illuminate the Premises.

- 4.09 **Waste and Wrongful Use.** Tenant shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.
- 4.10 **Setback.** Tenant 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 Landlord.
- 4.11 **Liens.** Tenant shall not commit or suffer any act or neglect whereby the Leased Premises or the interest of Landlord or Tenant therein at any time during the Lease Term may become subject to any attachment, execution lien, charge, or other encumbrance, and shall defend, indemnify and hold Landlord harmless against all losses, costs, and expenses, including reasonable attorney's fees, paid or incurred by Landlord in connection therewith.
- 4.12 **Indemnification.** Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from (1) Tenant's use of the Leased Premises, or from the conduct of Tenant's business, or from any activity, work or things done, permitted or suffered by Tenant in or about the Leased Premises; (2) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (3) any negligence of Tenant, or any of Tenant's agents, contractors, customers or employees, or any person claiming by, through or under Tenant; 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 Tenant.

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

indemnify, defend, and hold harmless Tenant from and against any portion of a claim to the extent that portion of the claim is caused by Landlord's negligence, or the negligence of Landlord's agents, contractors or employees arising from Landlord's activities on the Leased Premises.

Tenant 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 Landlord relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Tenant further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Tenant is as knowledgeable about the physical condition of the Leased Premises as Landlord, and on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Tenant.

- 4.13 **Costs and Expenses of Landlord.** Tenant shall forthwith pay to Landlord all costs and expenses, including reasonable attorney's fees, which are (1) paid or incurred by Landlord but are required to be paid by Tenant under any provision of this Lease; (2) paid or incurred by Landlord in enforcing any covenant of Tenant contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, taxes, assessments, or rates; (3) incurred by Landlord in reviewing any matter for which Landlord's approval is sought and in processing such approval under this Lease; or (4) incurred by Landlord in connection with any other action in any respect related to this Lease, the Leased Premises, or Tenant's actions or omissions and the Leased Premises, other than a condemnation action filed by or against Tenant, to and in which Landlord is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Lease shall include but not be limited to all of Landlord's out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided herein, all costs and expenses of Landlord shall be payable by Tenant to Landlord forthwith after mailing or personal delivery of statements therefore to Tenant. Such obligations and interest shall constitute additional rents.
- 4.14 **Surrender of Leased Premises and Improvements.** Upon the expiration or termination (including termination resulting from Tenant's breach) of this Lease, Tenant, without further notice, shall deliver to Landlord, possession of the Leased Premises. Tenant's improvements shall remain the property of Tenant. At the expiration or termination of the Lease, or any extended term thereof, Tenant shall remove, demolish, or otherwise dispose of all Tenant's improvements within one hundred twenty (120) days of expiration or termination, unless Landlord agrees otherwise, in writing, and shall leave Leased Premises in a clean and cleared condition. In the event of failure or refusal of Tenant to surrender possession of the Leased Premises or to remove Tenant's improvements from the Leased Premises in accordance with this paragraph, Landlord shall have the right to re-

enter the Leased Premises and remove therefrom Tenant or any other person, form or corporation claiming by, through or under Tenant, and to declare abandoned and/or remove Tenant's improvements therefrom, and to obtain damages for trespass from Tenant, including but not limited to the actual costs of removal.

- 4.15 **Utility Services.** Tenant shall arrange for its own utility services and bear all costs for utilities.
- 4.16 **Discrimination Prohibited.** Tenant 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, gender identification, or other legally protected status.
- 4.17 **Underground Conditions and Water Drainage.** Tenant has made, or had the opportunity to make, 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 Landlord, its agents or employees because of or resulting from any fill or any subsurface or soil condition on the Leased Premises. Tenant 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 Landlord, or into an established drainage easement, if any, on the Leased Premises.

ARTICLE 5 INSURANCE

- 1.01 **Liability Insurance.** During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Landlord, Tenant shall keep in full force and effect, a policy or policies of general liability and property damage insurance which satisfies the coverage requirements set by Landlord with respect to the Leased Premises and the business operated by Tenant 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, or such higher limits as Landlord may specify; provided, however, that no such limit shall in any way limit Tenant's liability or be construed as a representation of sufficiency to fully protect Tenant or Landlord. The policy or policies purchased pursuant to this paragraph shall name the Tenant as an insured and the Landlord as an additional insured with respect to the Leased Premises and the business operated by Tenant on the Leased Premises. A copy of each policy shall be provided to Landlord within three (3) days of the date this Lease is entered into.
- 1.02 **Policy Provisions.** Each policy of comprehensive general liability described above shall:

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 Landlord, for any person claiming by, through or under Landlord.

Contain no provision relieving the insurer from liability for loss occurring while the hazard to buildings and/or 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 Landlord, or any person claiming by, through or under Landlord.

Provide that such policy may not be canceled, whether or not requested by Tenant, unless the insurer first gives not less than thirty (30) days prior written notice thereof to Landlord.

Contain a waiver by the insurer of any right to subrogation to any right of Landlord or Tenant against either of them or against any person claiming by either of them.

ARTICLE 6

EMINENT DOMAIN; CASUALTY

6.01 Permanent Taking. In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or a taking of a portion of the Leased Premises that is material to Tenant's use and occupancy of the Leased Premises, or the determination of the Landlord 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 Landlord.

If less than materially all of the Leased Premises are taken, or the a taking of a portion of the Leased Premises is not material to Tenant's use and occupancy of the Leased Premises, or if the Landlord 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 Tenant shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

6.02 Disposition of Proceeds. Landlord is entitled to all proceeds of condemnation except those proceeds specifically allocated for Tenant's improvements.

6.03 Temporary Taking. If the whole or any part of the Leased Premises or of Tenant'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 Tenant shall continue to pay all rental payments and other charges payable by Tenant hereunder and to perform all other terms, covenants, and conditions contained herein, except to

the extent Tenant is prevented from so doing by the terms of the order of the taking authority. In the event of a temporary taking, Tenant 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 Landlord and Tenant as of said date of expiration, after Landlord 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.

6.04 Casualty. If the improvements on the Leased Premises shall be damaged or rendered wholly or partially unusable for Tenant's business purposes by fire or other casualty during the Term of this Lease, Tenant may terminate this Lease by giving notice to Landlord within ninety (90) days of the date of the fire or other casualty. If Tenant does not terminate this Lease, no rent shall abate after the date of the casualty, whether the Leased Premises is usable or not, and Tenant shall promptly rebuild or repair the improvements to substantially their former condition.

ARTICLE 7 ASSIGNMENTS AND MORTGAGES

Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Leased Premises without Landlord's prior written consent. Landlord'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 8 TERMINATION, DEFAULT AND DEFEASANCE

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

- A. Failure to Continuously Operate a Facility for the General Public.
If the land is used for commercial or retail purposes, 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, gender identify age, sex or other protected category. 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.
- 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 Tenant

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 Tenant's interest in the leasehold estate or of Tenant'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 Tenant.
- D. Failure to Utilize the land in Furtherance of the Development of Local Trade or Industry. The use by the Tenant of the Land for a private enterprise or for a retail establishment other than a retail Hardware Store.

8.02 Notice and Right to Cure

- A. Notices. As a precondition to pursuing any remedy for an alleged default by Tenant, Landlord shall, before pursuing any remedy, give notice of default to Tenant.
- B. Method of Giving Notice. Landlord shall give notice of default by either personal service or by first class mail.
- C. Tenant's Right to Cure Default(s). If the alleged default is nonpayment of rent, Tenant shall have five (5) days after the notice is given to cure the default. For the cure of any other default, Tenant shall promptly and diligently cure the default and shall have thirty (30) days after notice is given to complete the cure.
- D. Non-Waiver. Acceptance by Landlord of any rents shall not be deemed to be a waiver by it of any breach by Tenant of any of its covenants contained in this Lease or of the right of Landlord to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Landlord of any breach by Tenant shall not be deemed to be a waiver of the right of Landlord to declare forfeiture for any other breach or of any other covenant.

8.03 Right of Landlord to Protect Against Default

If Tenant fails to observe or perform any of its covenants contained herein, Landlord, at any time thereafter and with seven (7) days' notice, or in the case of a situation deemed by Landlord 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 Tenant, and shall not be liable to Tenant 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 Landlord in observing or performing such covenant shall constitute additional rents, which Tenant shall forthwith pay to Landlord upon statements therefore.

8.04 Landlord's Remedies

If any default by Tenant shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default, Landlord 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 Landlord 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. Landlord may, at Landlord's election, terminate this Lease in the event of default by giving Tenant notice of termination. On the giving of the notice, all Tenants' rights in the Leased Premises shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Leased Premises and all Improvements not required to be removed, and Landlord may re-enter and take possession of the Leased Premises and all remaining improvements. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or accruing against Tenant, or any other relief available to Landlord.
- B. Recovery of Rent. Landlord shall be entitled, at Landlord's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of twelve and a half (12.5%) percent from the due date of each installment.
- C. Tenant's Personal Property. Landlord may, if Tenant fails to remove personal property or Tenant's improvements within the time allowed above, use Tenant's personal property, Tenant's improvements and 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 Tenant.
- D. Damages. Landlord shall also be entitled, at Landlord'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 Landlord.
- E. Application of Sums Collected by Landlord. Landlord 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 Landlord; 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 Tenants; fourth, to the fulfillment of Tenant's

covenants to the end of the Lease term; and finally, to Landlord's uses and purposes.

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

ARTICLE 9 GENERAL PROVISIONS

9.01 Landlord's Right to Entry, Inspection and Repair

Landlord may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Tenant or its authorized representative, after giving twenty-four (24) hours advance notice to Tenant of such inspection. To protect the confidentiality of Tenant's clients, Landlord shall take every step possible to not enter without the presence and consent of Tenant except in an emergency or upon agreement by Tenant, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Landlord may enter and inspect the Leased Premises on reasonable notice to Tenant (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Tenant, 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 Landlord solely in its capacity as Landlord hereunder and not in any other capacity.

9.02 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 Landlord:
City Manager
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

With Required Copy to:

City of Bethel Legal Department
PO Box 1388
Bethel, Alaska 99559-1388

To Tenant:
BTP, LLC
c/o UCI, LLC
3351 Arctic Blvd.
Anchorage AK 99503

9.03 Covenants and Conditions

Every provision in this Lease which imposes an obligation upon Tenant or invests an option, power, or right in Landlord shall be deemed to be a covenant of Tenant in favor of Landlord, and the time of observance and performance by Tenant of each such covenant shall be of the essence. Full and faithful observance and performance by Tenant of each of its covenants contained in this Lease shall be a condition of this Lease.

9.04 Integration and Amendment

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 Landlord and Tenant 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 Landlord and Tenant.

9.05 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 Landlord, within thirty (30) days of receipt of written notice of such holding, Landlord shall have the right and option, exercisable by written notice thereof to Tenant, 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.

9.06 Binding Effect

This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns. The designations "Landlord" and "Tenant" 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 Tenant is more than one person or entity, including persons who are partners and operate Tenancy as a partnership, their liability thereunder shall be joint and several.

9.07 Landlord's Authority to Convey Fee Title

Landlord 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.

9.08 Tenant's Authority to Execute Lease

The Tenant represents that the person signing this Lease on its behalf has been duly authorized to sign this Lease and has the authority to bind the Tenant.

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.

IN WITNESS WHEREOF. Landlord and Tenant have duly executed and acknowledged this Lease.

CITY OF BETHEL

BTP, LLC
By, UCI, LLC
Its: Member

Peter A. Williams
City Manager

By: David Cottrell
Its: Manager

Introduced by: Planning Commission
Introduction Date: April 23, 2019
Public Hearing Date: May 14, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 19-08

AN ORDINANCE BY THE BETHEL CITY COUNCIL APPROVING A SUBDIVISION AGREEMENT BETWEEN THE ORUTSARMIUT NATIVE COUNCIL AND THE CITY OF BETHEL

WHEREAS, Bethel Municipal Code Section 17.04.067 authorizes the City of Bethel to enter into a Subdivision Agreement with a potential developer;

WHEREAS, Subdivision Agreements are beneficial to both the City and the subdivider;

WHEREAS; for a subdivider, a Subdivision Agreement provides assurances that so long as the subdivider follows existing standards and requirements of both the Code and the Agreement, the subdivider will be able to proceed without being subject to change orders by the City and with the assurance of a final plat;

WHEREAS, for the City, a Subdivision Agreement, provides a clear roadmap of the expectations for the subdivider, giving the City time to prepare and focus its resources during the development process;

WHEREAS, the Planning Commission reviewed the proposed Subdivision Agreement on April 11, 2019 along with all supporting documentation;

WHEREAS, after careful deliberation, the Planning Commission voted unanimously in favor of recommending that the City Council approve the Ciullkulek Subdivision Agreement provided that (1) developer not sell any lots until the Final Plat is approved, and (2) the Open Space dedicated to the City must be useable space for the purpose dedicated be added to the Subdivision Agreement; and

WHEREAS, the conditions have been added;

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

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

Introduced by: Planning Commission
Introduction Date: April 23, 2019
Public Hearing Date: May 14, 2019
Action:
Vote:

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 17.04.067, the City Council approves the terms of the Subdivision Agreement contained within between the City of Bethel and the Orutsaramiut Native Council for the development of the Ciullkulek Subdivision.

SUBDIVISION AGREEMENT

Subdivision: CIULLKULEK SUBDIVISION

The City of Bethel (hereinafter the City) a municipal corporation, and Orutsaramiut Native Council (ONC) (hereinafter Developer) enter into the following agreement this ____ day of May, 2019.

ONC owner of Ciullkulek Subdivision, executes this Agreement. It is understood that the person who executes the Agreement does so in the capacity of an authorized member and warrants that he has the authority to execute this Agreement on behalf of the ONC. The parties to this Agreement shall accept notices at the following addresses:

ONC
Orutsaramiut Native Council
Attn:
PO Box 927
Bethel AK 99559-0927

City of Bethel
City of Bethel
Legal Department
PO Box 1388
Bethel AK 99559

The real property which is the subject of this Agreement (hereinafter the Subdivision) is located in the City of Bethel and is described as follows:

A Replat of US Survey 4117, Lot 13,T8N, R71W, Sections 17, 18 containing 17.23 acres more or less in the Bethel Recording District.

Per the Preliminary Plat, having a new description of:

Ciullkulek Subdivision

Creating Block 1, Lots 1-9; Block 2, Lots 1-6; Block 3, Lots 1-17; Block 4, Lots 1-6; and Tract A.

Total area of lots is 11.165 acres. Area of Tract A is 1.567 acres. Total area of public rights of way is 4.498 acres.

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** The legal description was taken from the preliminary plat for the Subdivision and may be subject to change after the recording of the final plat. Developer agrees that no change shall be detrimental to the City in enforcing the terms of this Agreement.

Under the terms of an existing ordinance to regulate and ensure the orderly subdivision and development of land in the City of Bethel, Alaska, known as the Bethel Subdivision Ordinance (Chapter 17 of the Bethel Municipal Code (BMC)), it is provided that before the final plat of a subdivision is approved for recordation, all physical improvements required by said ordinance for the land so subdivided shall have been installed therein.

The Developer seeks the City's non-objection to a final plat for the subdivision pursuant to BMC, section 17.04.067. In consideration of the City of Bethel's non objection to a final plat for the subdivision, the Developer agrees to construct and install the improvements described below in accordance with all the terms, covenants and conditions of this Agreement and to the specifications outlined by the City.

- ☒ Circulation System (Roads). All cul-de-sacs, corners and dead ends to have sufficient turning radius, turnarounds and hammerheads to meet Fire Department requirements for larger apparatus.
- ☒ Complete Streets – Compliance
- ☒ Drainage (in conformance with Army Corp and City requirements)
- ☒ Dedicated dumpster easements with fill (dumpsters provided by City)
- ☒ Electrical Power Lines and telecommunication lines & Easements (as approved by AVEC, United Utilities and/or GCI)
- ☒ Graveled and compacted Streets
- ☒ LED Street Lighting
- ☒ Property Numbering and Street Names
- ☒ Recreation and Open Space Dedications. The open space must be usable space within the subdivision.
- ☒ Street Signs
- ☒ Water (hauled)
- ☒ Sewer (hauled)
- ☒ Zoning
- ☒ Other: All construction shall be in accordance with the plan set, which, in addition to having to meet all requirements of the BMC, must be reviewed and approved by the City of Bethel Public Works Department and the City's Engineer.
- ☒ Other: The Developer agrees to use metal pipes instead of polyethylene pipes.
- ☒ Other: Developer agrees to install sufficient LED lighting at the entrance to the Subdivision to allow for pedestrian safety.
- ☒ Other: Developer to cooperate with DOT on safety for ingress and egress to the Subdivision.

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- ☒ Other: Developer shall not sell any lots until a Final Plat is approved.
- ☒ Other: The Open Space dedicated to the City of Bethel must be useable space for the purpose dedicated.

The Developer estimates the cost of the improvements to be Two Million, Three Hundred Eighty Two Thousand Nine Hundred Thirty Two (\$2,382,932) Dollars.

The Developer agrees to attach an up to date Work Schedule for timely completion of the Subdivision as Exhibit B prior to issuance of a Site Plan Permit.

Required: additional estimate for Cost of Improvements

Estimate For Date Attached

Roads : (Exhibit D)

Power: AVEC (Exhibit E)

Developer acknowledges that although the City requires construction and installation of these items, that the Developer is solely liable for the cost thereof, except that in lieu of actual installation of said physical improvements, the subdivider shall enter into an agreement with bond or other security in an amount equal to the amount of the performance guaranty contained in section 2.2(B).

Installation of said improvements has not been completed and the Developer desires to enter into said Agreement and furnish bond or other security so that the aforesaid plat may be approved for recordation.

ARTICLE I

GENERAL PROVISIONS

1.1 Application of Article.

Unless this Agreement expressly provides otherwise, all provisions of these articles apply to every part of this Agreement.

1.2 Permits, Laws and Taxes

The Developer shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all

applicable statutes, ordinances, rules and regulations. The Developer shall pay all taxes pertaining to its performance under this Agreement.

1.3 Relationship of Parties

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer or any contractor or subcontractor or other agent of the Developer be deemed an agent, employee or partner of the City, or otherwise than, in the case of the Developer, an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City. The Developer shall notify all of its contractors and subcontractors of the provisions of this section.

1.4 Engineer's Relationship to City

Notwithstanding section 2.6 or any agreement whereby the City reimburses the Developer's engineering costs, an engineer retained by the Developer or the City to perform work under this Agreement shall not be deemed an agent, partner or contractor of the City, or otherwise associated with the City.

1.5 Developer's Responsibility

The Developer shall be solely responsible for the faithful performance of all terms, covenants and conditions of this Agreement notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or condition thereof.

1.6 Allocation of Liability

The Developer shall indemnify (to include paying all costs of defense, including without limitation, actual attorney's fees) and hold the City harmless from any claim, action or demand arising from any act or omission related to this Agreement in whole or in part, of the Developer, its agents, employees or contractors. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements.

1.7 Disclaimer of Warranty

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability, or merchantability of any property, plan, design, material, workmanship, or structure for any purpose.

1.8 Non-Discrimination

A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national

origin, sex, sexual orientation, gender identification, marital status, age or on any other basis prohibited by law or ordinance.

- B. In selling or leasing property or improvements in the subdivisions, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification, marital status, age or on any other basis prohibited by law or ordinance.

1.9 Cost of Documents

All plans, reports, drawings, electronic data and other documents that this Agreement requires the Developer to provide the City shall be furnished at the Developer's expense.

1.10 Time of the Essence

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant and condition of this Agreement.

1.11 Assignment

- A. Except insofar as subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.12 or at law or in equity.
- B. The Developer may assign its interest or delegate its duties under this Contract as expressly permitted in writing by the City.

1.12 Default: City's Remedies

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors;
Or
 - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or if the failure requires more than thirty (30) days to cure, the Developer fails within thirty (30) days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default, the City may do any one or more of the following:

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1. Terminate the Agreement without liability for any obligation maturing subsequent to the date of termination;
2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements, after giving seven (7) days' notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs thus incurred from any payment then or thereafter due the Developer from the City, whether under this Agreement or otherwise.
3. Exercise its rights under any performance or warranty guaranty securing the Developer's obligations under this Agreement.
4. Pursue any appropriate judicial remedy including, but not limited to, an action for injunction and civil penalties.

1.13 Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.14 Interpretation

- A. Each document incorporated by reference herein is an essential part of this Agreement and any requirement, duty or obligation stated in one document is as binding as if in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
 1. Documents
 2. Article II of this Agreement titled "Improvement Construction Standards and Procedure", and Article III of this Agreement "Acceptance of Improvements."
 3. Article I of this Agreement "General Provisions."
 4. Any other document incorporated herein by reference.

1.15 Effect of Standard Specifications

The standard specifications of the City of Bethel Municipal Code in effect at the time this Agreement is executed are incorporated by reference as minimum construction standards for performance under this Agreement. All performance by Developer shall be done in a good and workmanlike manner with the warranty

that all work and improvements (to include the engineering thereon) are fit for the ordinary purpose for which such work and improvements are used.

1.16 Amendment

The parties may amend this Agreement, only by written agreement, signed by both parties and appended hereto.

1.17 Jurisdiction – Choice of Law

Any civil action arising from this Agreement shall be brought and tried in the Superior Court for the Fourth Judicial District of the State of Alaska at Bethel. The laws of the State of Alaska and the City of Bethel shall govern the rights and duties of the parties under this Agreement.

1.18 Severability

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of the Agreement.

1.19 Integration

This instrument and any writings incorporated by reference herein embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether oral or written, between the parties hereto concerning the subject matter of this Agreement.

1.20 Responsibility for Claims

In addition to Developer's duties contained in §1.5 above, Developer shall indemnify (to include paying all costs of defense, including without limitation, actual attorney's fees) and save harmless the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act of omission, neglect or misconduct of said Developer; or from any claims or amounts arising or recovered under the "Worker's Compensation Act," or any other law, order, or decree; and in the event of suit or suits, action or actions, claim or claims for injuries or damages, Developer's surety shall be held until the aforesaid shall have been settled and suitable evidence to that effect furnished to the City.

1.21 No Contract Rights in Third Parties

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder or to authorize

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anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

1.22 Definitions

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Acceptance" – by the City means a determination that an improvement meets municipal or state standards, and does not refer to accepting a dedication of the improvement by the Developer.
- B. "City" – for the purposes of administering this Agreement, means the City Manager or his designee.
- C. "Improvements" – means all work the Developer is required to perform under this Agreement.
- D. "Municipal Improvements" – means improvements to be dedicated to and accepted by the City or to the public, or improvements operated and controlled by the City.

1.23 Developer's Duties Run with the Land; Memorandum of Agreement

The duties of the Developer run with the land for the benefit of the City. Upon executing this Agreement, the parties shall execute and the City may record the Memorandum of Subdivision Agreement.

1.25 Waiver of Sovereign Immunity.

By execution of this Subdivision Agreement, the Orutsararmiut Native Council (ONC) irrevocably waives any sovereign immunity which it may possess, and consents to suit against itself or its officials, under the laws of the State of Alaska, in the courts of the State of Alaska as to all causes of action by the authority arising out of or on in connection with this Subdivision Agreement. ONC, as an entity that possesses sovereign immunity, shall provide the City with a resolution by ONC's governing Board waiving sovereign immunity, and such resolution shall be incorporated into this Subdivision Agreement as Exhibit F.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURE

2.1 Recording of Final Plat.

The City will not render its non-objection to the Final Plat for the subdivision until the Developer has submitted and the City has approved the performance guaranty required by Section 2.2 and the Developer has complied fully with Sections 2.8 through 2.18.

2.2 Performance Guaranty

A. The Developer shall guaranty for the sole benefit of the City that the Developer will perform its obligations under this Agreement. The guaranty shall be in the form of a Performance Bond as specified by Section 2.3.

B. Amount of Guaranty:

1. The guaranty shall be in an amount equal to the estimated cost of all improvements, which shall be computed as follows. The Developer shall submit for the City's approval a cost estimate for each improvement required by this Agreement. The Cost Estimate shall be completed as outlined in Section 2.8 Cost Estimate. The estimated cost of all improvements shall be the sum of the approved estimated cost of constructing each improvement, plus an overrun allowance upon that sum as follows:

Total Estimated Cost of

<u>Constructing Improvements</u>	<u>Overrun Allowance</u>
\$0 to \$500,000	20%
\$500,001 to \$1,000,000	15%
\$1,000,001 +	10%

2. If the City finds that increases in construction costs between the time the City approves the estimated improvement costs under 1 of this subsection and the time the improvements are completed, have rendered the approved estimated improvement costs unreasonably low; or if said costs are unreasonably low for other substantial cause, the City may require the Developer to increase the performance guaranty to an amount equal to an approved estimated cost of all improvements based upon current construction costs.
- C. If the Developer is not in default under this Agreement, the City may allow a reduction in the amount of the performance guaranty, or the amount secured thereby, not exceeding the difference between the estimated cost of all improvements and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that amount of the performance guaranty, or the amount secured thereby, always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.11.
- D. As soon as one of the following occurs, the City shall release any performance guaranty that has not been used or encumbered under Section 1.12:

1. The final acceptance of all improvements and the posting of a warranty guaranty as provided in Section 3.11; or
2. The expiration of the warranty period as provided in Section 3.10.

2.3 Bonds

The Developer may provide a performance bond and a labor and material bond from a company qualified by law to act as a surety in the State of Alaska. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal. The surety must be rated by A.M. Best as an A or B surety.

2.4 Escrow

The Developer may deposit cash in an escrow with a bank qualified by law to do business in the State of Alaska. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

2.5 Prerequisites to Construction

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until the requirements of Section 2.3 through 2.13 have been met and the City has delivered to the Developer the Notice to Proceed.

2.6 Engineer

A. The Developer shall retain an engineer registered as a professional engineer under the laws of the State of Alaska, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of the work, and preparing as-built data. The Engineer shall perform the work described herein in accordance with the City's recommended procedures for consulting engineers. The Engineer shall provide a true and correct copy of his certificate of registration to the City of Bethel Engineer. If the City requires work unrelated to the Developer's subdivision improvements, the City will reimburse the Developer for any portion of the engineering costs based on the professional fee schedule that will be provided to the City Engineer.

B. The Engineer shall have the following insurance:

1. E&O insurance of at least One Million (\$1,000,000) Dollars

The Engineer will maintain the E&O insurance for a period ending no later than two years after the completion of the work set out in the Subdivision Agreement. The Engineer will provide a true and correct copy of the E&O policy to the City Engineer.

2. The Developer shall inform the City of the name and mailing address of the Engineer he has retained to perform the duties described in subsection A of this section, and agrees that notice to the engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this section.

2.7 Plans and Specifications

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.
- B. The Developer shall submit to the City proof that he has retained an engineer to perform the duties described in §2.6.
- C. If the City Engineer requires soil tests or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications to the City Engineer.
- D. The City, either in-house or through retained professionals, shall approve the plans and specifications as submitted or indicate to the Developer how it may modify them to secure approval within eight (8) weeks from [1] the submission of all plans and specification for the improvements, and [2] the payment of the performance guarantee required under Section 2.2.

2.8 Cost Estimate

- A. The Developer shall submit for the City's approval a cost estimate for each improvement required by this Agreement. The cost estimate shall be provided by the Developer's Engineer and shall be based on final stamped and sealed plans and specifications.

2.9 Reserved

2.10 Quality Control Program

- A. The Developer shall submit to the City, in such form as the City may specify, a quality control program for the construction of the improvements.
- B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include at least the following:
 1. The frequency and type of all tests to be performed.
 2. A list of all persons who will perform tests and inspections.
 3. Procedures for coordinating testing and inspection with the City Engineer, and for providing advance notice to the City Engineer of all inspections and tests which the City Engineer shall witness.

C. Procedures for reporting quality control activities including discoveries of deficiencies in the work.

1. Quality Control Program to be attached as Exhibit A.

2.11 Work Schedule

- A. The Developer shall submit to the City Engineer, in such a form as the City may specify, a work schedule.
- B. The work schedule shall include a progress chart of a suitable scale indicating the approximate percentage of work scheduled for completion at any given time. For each improvement the schedule shall indicate starting and completion dates for the following:
 - 1. Clearing, grubbing, removing overburden.
 - 2. Excavation, installation and backfill and 95% compaction for each utility to be installed by the Developer.
 - 3. Excavation, backfill and 95% compaction for street facilities.

C. Work Schedule to be attached as Exhibit B.

2.12 Materials

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

2.13 Liability Insurance

The Developer shall provide adequate proof that they have acquired the insurance required as outlined in Exhibit C.

2.14 General Standard of Workmanship

- A. The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the City and with the terms, covenants and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear that in the exercise of reasonable engineering judgment require a modification of or substitution for approved materials, equipment, plans, specifications or contracts to meet a

higher standard of performance, the Developer shall give written notice thereof to the City and, subject to the City's prior approval, make the modification or substitution.

- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this agreement in accordance with applicable statutes, ordinances and specifications.
- D. Developer will build the roads to the standards presently accepted by the City of Bethel Public Works department Director or his designee.

2.15 Work in Proposed Right-of-Way

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City, and that will permit the City properly to schedule work that it will perform.

2.16 Surveyor

All surveys required for the completion of improvements under this Agreement shall be made by a person registered as a professional land surveyor under the laws of the State of Alaska.

2.17 Required Reporting

A. Quality control.

1. The Developer shall submit to the City, regularly and promptly, written reports describing the results of all tests and inspections required by the quality control program, and all other tests and inspections which the Developer may make.
2. The Developer or Developer's Engineer shall coordinate testing and inspections with the City and provide reasonable advance notice to the City of all tests and inspections which the City shall witness, as required by the approved quality control program.

B. Construction progress.

1. At such intervals as the City may require, the Developer shall enter on the approved work schedule progress chart the actual work progress to date, and immediately forward two (2) copies of the marked progress chart to the City.
2. If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's approval.

3. In addition to any other notice that this Agreement may require, the Developer shall give the City reasonable notice prior to commencing each of the following:

- a. Clearing and grubbing
- b. Completion of any excavation;
- c. Installation of each utility;
- d. Placement of backfill, or classified backfill;
- e. First placement of leveling course;
- f. First placement of gravel;
- g. Compaction – streets (roads);

2.18 Progress Payments

The Developer shall pay his contractors all contract progress payments when due.

2.19 Surveillance

- A. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test which it deems necessary to determine whether the work conforms to this Agreement.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.17, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.20 Stop Work Orders

- A. If the City determines there is a substantial likelihood that the Developer will fail to comply, or if the Developer does fail to comply, with this Agreement, the City may stop all further construction of all or some of the improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or its Engineer of the order. In this section, "nonconforming construction" includes, by way of example and not by way of limitation, construction work for which the Developer failed to strictly comply with the requirements contained in §2.07 or 2.10, even though the constructed work passes the tests.

- B. A stop work order shall remain in effect until the City approves:

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1. Arrangements made by the Developer to remedy the nonconformity; and
 2. Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for an action or claim against the City, except for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed or materials to be used under this Agreement the following provision:

The City of Bethel, pursuant to a Subdivision Agreement on file with the City Clerk and incorporated herein by reference, has the authority to inspect all work or materials under this contract, and to stop work in the event that the work performed under this contract fails to comply with any provision of the Subdivision Development Agreement. In the event that a stop work order is issued by the City of Bethel, the contractor shall immediately cease all work or all affected work at the City's discretion and await further instructions from the Developer.

2.21 Access

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any of the work.

2.22 Maintenance

The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of the damaged improvement.

2.23 Operation of Improvements Prior to Acceptance

- A. Before the City accepts the improvements, the City may enter upon, inspect, control and operate any improvement if the City determines that such is necessary to protect the public health, safety and welfare.
- B. The action described in subsection A of this section shall not constitute the acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.

2.24 Time

- A. All improvements required by this Agreement shall be completed within two (2) years of the date of execution hereof.
- B. The Developer shall begin actual construction of improvements required under this Agreement in accord with the Developer's work schedule (Exhibit B) as approved by the City.
- C. If the Developer is delayed by an action or omission of the City not otherwise authorized under this Agreement, or by changes ordered in the work, labor disputes, fire, delays in transportation, casualties, or other cause which the City in its discretion determines to be adequate to justify the delay, the time of completion of construction under this Agreement may be extended for a reasonable time which shall be determined by the City. No extension shall be granted unless the Developer gives notice in writing to the City within ten (10) days after the occurrence of the cause for delay. In the case of a continuing delay, only one notice is required.

ARTICLE III

ACCEPTANCE OF IMPROVEMENTS

3.1 Prerequisites to Acceptance

The City shall not accept the improvements until all the requirements of Sections 3.2 through 3.6 and 3.8 have been met.

3.2 As-Built Drawings

Prior to the final inspection and certification under Section 3.6.E, the Developer shall provide to the City two (2) acceptable sets of reproducible Mylar as-built drawings for each improvement and two (2) acceptable electronic data copies of each improvement drawing in an AutoCAD .DWG or .DWF or other format and on media as specified by the City. The as-built drawings and electronic information shall be certified by a professional engineer registered under the laws of the State of Alaska to represent accurately the improvements as actually constructed.

3.3 Monuments

By signing the final Subdivision Mylar Plat for recording with the State Recorder's Office, the Professional Land Surveyor of record acknowledges that all lot corners and boundary corners are set.

3.4 Certificate of Compliance

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed by the standard specifications of the City in effect at the time of this Agreement.

3.5 Conveyance of Easements and Rights-of-Way to City

The Developer shall convey to the City or the public, any easement, right-of-way or other property interest necessary to allow the City reasonable access to the municipal improvements and to operate, maintain, or repair the municipal improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.6 Inspection

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements, and any other work in dedicated easements or rights-of-way.
- B. The City shall inform the Developer, in writing, of any deficiencies in the work found in the course of its inspection.
- C. At its own expense, the Developer shall correct all deficiencies found by inspections under this section. Upon receiving notice that the deficiencies have been corrected, the City shall re-inspect the improvements.
- D. The City may continue to re-inspect an improvement(s) until the City is satisfied that the Developer has corrected all deficiencies in the improvement(s).
- E. Only after a final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards, and the Developer has furnished the as-built drawings and electronic data required by Section 3.2, and the Developer has submitted the Warranty Guaranty required by Section 3.8, may the City notify the Developer that all improvements have been accepted.

3.7 Consequences of Acceptance of Improvements

- A. The City's final acceptance of the municipal improvements constitutes a grant to the City of all the Developer's right, title and interest in and to the municipal improvements.
- B. By accepting the municipal improvements under this Agreement, the City does not undertake to maintain any such improvement.

3.8 Developer's Warranty

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship discovered no more than two (2) years from the date the City notifies the Developer of the acceptance of the improvements. This warranty shall cover all direct and indirect costs of repair or replacement, and damage to the property, improvements or facilities of the

City, or other person, caused by such failure or defect or in the course of the repairs thereof, and any increase in cost to the City of operating and maintaining a municipal improvement resulting from such failures, defects or damage.

- B. That the City takes any action, or omits to take any action authorized by this Agreement, including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of the Developer's warranty.

3.9 Warranty Guaranty

- A. To secure the Developer's performance of the warranty under §3.8, the performance guaranty provided by the Developer under §2.2 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.3 through 2.4.
- B. The amount of the warranty guaranty shall be the percentage of the estimated cost of all improvements calculated pursuant to §2.2B, determined by the following table:

Estimated Cost of All Improvements	Percent to Secure Warranty
\$0 - \$500,000	10%
\$500,001 to \$1,000,000	7.5%
\$1,000,001 and over	5.0%

3.10 City's Remedies Under Warranty

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in §3.8. Except in case of emergency, the City shall notify the Developer before conducting any tests or inspections to determine the cause of the failure or defect and shall notify the Developer of the results of all such tests and inspections.
- B. The Developer shall correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defect within the time allowed by subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective

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work within thirty (30) days of receiving the City's bill therefore, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, together with interest, costs and reasonable attorney's fees.

3.11 Conditions of Reimbursement

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement.
- B. Any reimbursement shall be subject to the approval of bonds and the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds except for payment of interest, nor shall such delay constitute a breach of this Agreement.
- C. The City may reimburse the Developer in installments, and in such event any unpaid balance shall bear interest at the rate paid on bonds sold to finance the reimbursement, or otherwise at three (3%) percent per annum simple interest.

3.12 Completion of Performance: Release of Warranty.

- A. The City shall inspect the improvements at or before the end of the warranty period, and before releasing any performance guaranty or warranty guaranty then in effect. The Developer shall correct any failure or defect in the work revealed by the inspection as required by §3.6.
- B. On the Developer's apparent satisfactory performance of all its obligations under this Agreement, the City shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement. Such release of warranty shall not waive the City's rights against Developer for contract claims or tort claims.

The Developer is required to post a performance guaranty under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF BETHEL

DEVELOPER – ONC

Peter A. Williams
City Manager

City of Bethel, Alaska

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ACKNOWLEDGMENT FOR DEVELOPMENT AGREEMENT

City's Acknowledgment

STATE OF ALASKA)
) ss:
FOURTH JUDICIAL DISTRICT)

The foregoing Subdivision Agreement was acknowledged before me this _____ day of May, 2019 by Peter A. Williams, City Manager for the City of Bethel, Alaska, a municipal corporation organized and existing by virtue of the laws of the State of Alaska.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska
My Commission Expires: _____

Developer's Acknowledgment

STATE OF ALASKA)
) ss:
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of May, 2019, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared _____, who is known to be the _____ of Orutsararmiut Native Council, a federally recognized tribe, which is named in the foregoing Subdivision Agreement and he acknowledged to me the execution thereof to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated he was fully authorized to execute said instrument.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska
My Commission Expires: _____

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OWNER'S AFFIDAVIT

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

The undersigned, _____, on behalf of the Developer, Orutsararmiut Native Council, warrants to the City, under penalty of perjury, that the Orutsararmiut Native Council has title to the subdivision property; permission from the BIA to subdivide and sell the lots, and the authority to execute this Subdivision Agreement.

Dated

Notary Public in and for Alaska

My Commission Expires: _____

Exhibit A: Quality Control Plan

[REQUIRED PRIOR TO SITE PLAN ISSUANCE]

Exhibit B: Work Schedule

[REQUIRED PRIOR TO SITE PLAN ISSUANCE]

Exhibit C: Insurance Requirements

I. Indemnification

Except for the sole negligence of the City and to the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the City and any applicable City contractor's from any and all claims, demands, losses, and liabilities to or by any third party, including, but not limited to, costs, attorney's fees, expenses, and claims for any damages, contributions, or indemnifications arising from, resulting from, or connected to the Developer, its agents, sub-contractors, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under Entitlement to recovery of costs, attorney's fees and expenses under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney's fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

II. Insurance

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

- A. Claims under worker's compensation, employer's liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this Agreement.

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

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

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

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

Claims involving the Developer's contractual obligations and assumption of liability under this Agreement.

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

- Premises/Operations Liability
- Products/Completed Operations Liability
- Personal/Advertising Injury Liability
- Fire Damage Liability
- Medical Payments
- Per Project Aggregate Provision

B. The insurance required in this Agreement shall be written for not less than the limits listed in subsection (C), below, or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of completion, or termination of any insurance required to be maintained after Final Plat Approval by the City.

C. The insurance required in this Agreement, shall be written for not less than the following limits:

1. Worker's Compensation Insurance:
Statutory Requirements of the State of Alaska, and
Employer Liability Insurance limits of:
\$500,000 each accident
\$500,000 disease each employee
\$500,000 disease policy limit
2. Commercial General Liability Insurance: Form CG0001 04/13 or equivalent
\$1,000,000 Combined Single Limit of Liability per Occurrence
\$1,000,000 Personal/Advertising Injury Limit of Liability, per Occurrence
\$2,000,000 Annual General Aggregate Limit of Liability

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\$2,000,000 Annual Products/Completed Operations Aggregate Limit of Liability
\$ 100,000 Fire Damage Limit of Liability Any One Fire
\$ 5,000 Medical Payment Limit on Any One Person

3. Commercial Automobile Liability Insurance: Form CA 0001 03/10 or equivalent
\$1,000,000 Combined Single Limit of Liability per Accident
For all Owned, Hired, and Non-Owned Vehicles
4. Commercial Excess Liability Insurance
\$4,000,000 Combined Single Limit of Liability per Occurrence
\$4,000,000 Annual Aggregate Limit of Liability
Excess of underlying Commercial General Liability Insurance, Commercial
Automobile Liability Insurance, and employer Liability Insurance
5. Builder's Risk – Property Insurance
Special Form Coverage including the perils of Earthquake and Flood on a
Builder's Risk Completed Value Form.

Deductible expense should be incurred by the Developer only, and shall not exceed two (2%) percent of the Subdivision Agreement Deposit.

Limit of insurance equal to the completed value of the building structure, including all additions, and alterations to the new or existing facilities.

The policy shall list the Developer, Contractor, Subcontractors, Engineers and Architects (if applicable) as a named insured, as their interest appears. This policy shall be secured at the expense of the Developer only. A copy of the policy will be delivered to the City, and any other insured entities at their request. This policy will remain in effect during the entire term of the Subdivision Agreement.

- D. Worker's Compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employers liability insurance shall contain a waiver of subrogation provision in favor of the City of Bethel.
- E. The commercial general liability insurance shall name the City of Bethel as an additional insured and contain a waiver of subrogation provision in favor of the City of Bethel.

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- F. All liability insurance required of the Developer shall be primary. All liability insurance carried by the City of Bethel is declared to be excess and non-contributory of any insurance carried by the Developer, its contractors or subcontractors.
- G. Developer's required insurance is subject to review and adjustment by the City, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Developer shall be provided a written explanation for any such changes.
- H. Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any dirt work by the Developer. These certificates and the insurance policies shall contain a provision that the policy shall not be canceled until prior written notice has been sent to the Developer with a copy to the City.

If any of the insurance policies required above are canceled for any reason, the Developer shall provide immediate notice to the City of the cancelation and either provide: evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancelation by the Developer.

Failure to maintain these insurance provisions required of the Developer or failure to immediately notify the City of Bethel of cancelation shall be considered a material breach of the Subdivision Agreement by the Developer.

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Exhibit D: Cost Estimate for Roads

[REQUIRED PRIOR TO SITE PLAN ISSUANCE]

Exhibit E: Cost Estimate for Power
(AVEC)

[REQUIRED PRIOR TO SITE PLAN ISSUANCE]

Exhibit F

WAIVER OF SOVEREIGN IMMUNITY

RESOLUTION NUMBER _____

A RESOLUTION OF THE ORUTSARARMIUT NATIVE COUNCIL (ONC) accepting the City of Bethel's Subdivision Agreement ("Agreement") and waiving sovereign immunity from suit for actions arising out of, or in connection with, the Agreement.

WHEREAS, the City requires as a condition of the Subdivision Agreement that ONC irrevocably waives any sovereign immunity which it may possess, and consent to suit against itself or its officials as to all causes of action arising out of or in connection with the Subdivision Agreement;

NOW THEREFORE BE IT RESOLVED THAT:

1. Orutsararmiut Native Council (ONC) hereby consents to suit by the City of Bethel against ONC and its officials in state court, federal court or in administrative proceedings with respect to any disputes, claims or causes of action (including without limitation enforcement or injunctive relief) arising out of or in connection with the Subdivision Agreement; the contractual duties assumed by ONC under the Agreement, and any other Agreement pertaining to the Ciullkulek Subdivision project or the maintenance of the subdivision improvements following construction.

2. ONC hereby consents to levy, execution, garnishment against ONC's real and personal property, however held and wherever located, for any judgment or order entered in any lawsuit or administrative proceeding related to or arising out of the Subdivision Agreement and the Ciullkulek Subdivision; the contractual duties assumed by ONC under that Agreement and the Bethel Municipal Code (BMC); or the operation of the Subdivision

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and improvements following construction, including, but not limited to, awards of attorney's fees and costs entered by any court.

3. ONC consents to the assertion by the City of any defenses, cross-claims, or counterclaims in any civil action that is filed by ONC against the City.

4. With respect to a claim or action by a force account employee or other employee of ONC arising out of or in connection with the Subdivision Agreement, the contractual duties assumed by ONC under that Agreement, and any other agreement pertaining to the Ciullkulek Subdivision, or the operation of the subdivision following construction, ONC waives sovereign immunity to the extent of, and to the extent necessary to secure, insurance coverage including workers compensation insurance.

5. This waiver shall in no case be deemed a waiver or consent to suit, tax, or any other charge against ONC by any party other than the City of Bethel, except as specifically provided in (4) above.

6. _____ [person] _____ [title] is hereby appointed as the authorized representative of ONC throughout the Subdivision construction process. Said named individual may negotiate, execute, and administer any other documents, agreements, and contracts required under or related to the Subdivision Agreement including any subsequent amendments.

PASSED AND APPROVED BY ORUTSARARMIUT NATIVE COUNCIL (ONC) ON

_____, 2019

IN WITNESS THERETO BY: SIGNATURE OF CHAIRMAN OF THE BOARD

Signature

Printed Name

ATTEST: SIGNATURE OF CLERK/SECRETARY

Signature

Printed Name

Introduced by: Planning Commission
Introduction Date: April 23, 2019
Public Hearing Date: May 14, 2019
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SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

**ENACTED THIS _____ DAY OF MAY, 2019 BY A VOTE OF _____ IN FAVOR
AND _____ OPPOSED.**

Fred Watson
Mayor

ATTEST:

Lori Strickler
City Clerk

By: Planning Commission
Public Hearing: March 8, 2018
Public Hearing: April 11, 2019
Adopted:

**CITY OF BETHEL PLANNING COMMISSION
SUPPLEMENTAL RESOLUTION SERIAL NO. 2019-03**

**A RESOLUTION OF THE BETHEL PLANNING COMMISSION CONDITIONALLY APPROVING THE
PRELIMINARY PLAT REQUEST FROM THE ORUTSARMIUT NATIVE COUNCIL FOR THE
CIULKULEK SUBDIVISION, BETHEL, ALASKA**

WHEREAS, the Orutsararmiut Native Council, owner of Orutsararmiut Subdivision, requested a review of a Preliminary Plat; and

WHEREAS, notice of the application was mailed to all property owners within 600 feet of the exterior boundary of the proposed Subdivision on February 27, 2018; and

WHEREAS, a notice of the Planning Commission public hearing and review of the Preliminary Plat was published in the Delta Discovery on February 28, 2018 and March 7, 2018; and

WHEREAS, the Planning Commission held a public hearing on the Preliminary Plat request on March 8, 2018; and

WHEREAS, at the March 8, 2018 meeting the Planning Commission approved the Preliminary Plat request with conditions; and

WHEREAS, one of the Preliminary Plat conditions requires the Developer to enter into a Subdivision Agreement; and

WHEREAS, between the time the Preliminary Plat was applied for as Orutsaramiut Subdivision and the time it was approved, the Developer began to refer to the development as the Ciulkulek Subdivision; and

WHEREAS, the Bethel Planning Commission deliberated on the Orutsaramiut Subdivision (Ciulkulek Subdivision) Application for a Preliminary Plat, taking into account the information submitted by the Applicant, the evaluation and recommendation by Staff contained in the Planner's Report, Public Testimony, the applicable provisions of the Bethel Municipal Code and Comprehensive Plan, and other pertinent information brought before them; and

WHEREAS, the Bethel Planning Commission adopted the following Findings of Fact; and

NOW THEREFORE BE IT RESOLVED, the Bethel Planning Commission hereby initially approved the Orutsararmiut Native Council application on March 8, 2018 as restated herein:

1. All platting, permitting, and construction processes must conform to the City of Bethel Municipal Code.
2. The Subdivider is responsible for obtaining and conforming to all required local, state and federal permits.
3. Site Plan Permits must be obtained from the Bethel Planning Department for all components of Subdivision Development.
4. The subdivision must show and provide dedicated areas/easements for locations of neighborhood dumpsters.
5. Subdivision Development Agreement. The Subdivider shall enter into a Subdivision Development Agreement with the City of Bethel which meets, at a minimum, the requirements set out in this report. All of the conditions and expectations necessary for Final Plat approval to be listed by both the City and the Subdivider in the Subdivision Agreement. Both the City and the Subdivider to work cooperatively to complete the Subdivision Agreement within no more than sixty (60) days from the date of the Preliminary Plat approval. No work is to commence until the Subdivision Development Agreement is completed.

The Subdivision Development Agreement shall include, but not be limited to, the following:

- a. A designation of the public improvements required to be constructed.
- b. The construction and inspection requirements of the City or utility for which the improvements are constructed.
- c. The time schedule for completing the improvements.
- d. A performance guarantee.
- e. The allocation of costs between the City and the subdivider for required public improvements.
- f. A reasonable warranty on public improvements.
- g. The consent of the subdivider for the ownership of specified public improvements to vest with the City upon final acceptance by the City.
- h. A warranty that the Subdivider has title to the Subdivision property and the authority to execute the Subdivision Development Agreement.
- i. A provision requiring the Subdivider to submit plans, specifications, descriptions of work, the limits of the work area, the methods to be employed, a traffic control plan, and any other pertinent data and information necessary for City officials to evaluate the proposed installation.
- j. A provision that work shall not commence until plans have been approved by the Planning Department and the Public Works Department and the notice to proceed is given.
- k. Final Plat not to be approved until the City accepts all improvements.

NOW THEREFORE BE IT FURTHER RESOLVED the Planning Commission hereby adopts the following additional findings and conditions:

BMC § 17.12 Before a Preliminary Plat can be approved, with or without conditions, the following BMC platting requirements must be met:

17.12.030(A) An original reproducible copy of the Preliminary Plat and all information, certifications and material required under this section shall be submitted to the Platting officer at least thirty (30) calendar days prior to the Planning Commission meeting at which consideration of the Preliminary Plat is desired.

Finding: The Preliminary Plat was timely filed having been filed on February 23, 2017. More than thirty (30) calendar days passed from the time of the filing of the Preliminary Plat request to the time of the Planning Commission meeting on March 8, 2018.

17.12.030(A)(1) The Preliminary Plat submission shall include the Preliminary Plat Fee:

Finding: The Preliminary Plat fee of Three Hundred (\$300) Dollars was paid on February 23, 2017.

17.12.030(A)(2) A certificate of ownership indicating the date the land proposed to be subdivide was acquired, together with the book and page of each conveyance to the present owner or owners as recorded in the Bethel District Recorder's Office.

Finding: Proof of ownership was filed with the Bethel Recorder's Office on April 4, 2012, document number: 2012-000358-0 indicating the land was conveyed to the Orutsararmiut Native Council on February 21, 2012 containing 17.24 acres located at Lot 13, U.S. Survey No. 4117 Alaska, located approximately 1 mile west of Bethel, Alaska, on the north side of the Bethel-airport road, as shown on the plat of survey filed on May 9, 1966.

17.12.030(A)(3) A statement that all taxes and special assessments pertaining to the property have been paid or that a payment schedule satisfactory to the City has been arranged.

Finding: The Finance Department has certified that no taxes or other bills are currently due and/or owing by the Developer.

17.12.030(A)(4) A list of the names and addresses of the owners of record of all property contiguous to and across a public right-of-way from the proposed subdivision

Finding: This list was provided by the subdivider and verified by the City of Bethel's Planning Department pursuant to BMC 17.04.025(D) with notices being sent by the City's Planning Department on February 27, 2018.

17.12.030(A)(5) Completed applications for all waivers, variances or other special permissions required under the BMC.

Finding: The property sits on wetlands and requires an Army Corp. of Engineers Wetland Permit. The Corp. Wetland Permit was applied for on January 10, 2018. Orutsararmiut Tribal Council returned the appropriate documents to the Corp. on April 1, 2019 for signatures. Before any site plan permits are issued, the Subdivider must file copies of the Wetland Permits with the City of Bethel.

17.12.030(B) The Preliminary Plat shall show the land to be subdivided and the entire tract, plat, parcel or survey in which the land proposed to be subdivided is located, including all subdivided land within the tract, plat, parcel or survey.

Finding: A review of the Preliminary Plat confirms it does show the land to be subdivided and the entire tract, plat, parcel or survey in which the land proposed to be subdivided is located, including all subdivided land within the tract, plat, parcel or survey.

17.12.030(B)(1) The plat shall contain a notation that the Plat is Preliminary

Finding: A review of the Plat shows the notation is contained as required.

17.12.030(B)(2) The Plat shall contain information regarding the date, scale and Northpoint.

Finding: A review of the Plat shows the required information is provided as required.

17.12.030(B)(3) The Plat shall contain the name of the proposed subdivision.

Finding: The Preliminary Plat contains the name Ciullkulek Subdivision.

- 17.12.030(B)(4)** **The Plat shall show the location of the property by U.S. Survey, section, township and range.**
Finding: This information is shown on the Preliminary Plat.
- 17.12.030(B)(5)** **The Plat shall contain the names and addresses of the subdivider(s) and the surveyor preparing the plat.**
Finding: This information is shown on the Preliminary Plat.
- 17.12.030(B)(6)** **The Plat shall contain a citation of existing covenants, reservations, deed restrictions, trails and easements on the property, if any.**
Finding: This requirement is not applicable – the proposed subdivision contains no covenants, reservations or deed restrictions.
- 17.12.030(B)(7)** **The Plat shall indicate zoning on and adjacent to the proposed subdivision and any other land use designation of this area as established under BMC Title 18.**
Finding: This section was not complied with. Zoning for the subdivision was indicated as General Use, however zoning for the adjacent lands was not indicated. Before the Final Plat can be authorized, zoning shall be clearly shown on the subdivision itself as well as on all adjacent lands.
- 17.12.030(B)(8)** **The Plat shall indicate the approximate acreage, dimensions and size of each lot of the proposed subdivision, including rights-of-way and easements, and the number of lots contained therein;**
Finding: This requirement was fully complied with on the Preliminary Plat.
- 17.12.030(B)(9)** **The Plat shall indicate the location and size of existing and proposed utility systems or other improvements including, but not limited to, water, sewer, telephone, cable and electrical in and within two hundred (200) feet of the proposed subdivision.**
Finding: A review of the Preliminary Plat indicates this was complied with.
- 17.12.030(B)(10)** **The Plat shall indicate the general location of streams, lakes, other bodies of water, and waterways, swamps, muskeg or marshy areas, drainage and erosion patterns including culverts and other drainage facilities in and within two hundred (200) feet of the proposed subdivision including proposed drainage ways and drainage way modifications both within and outside the subdivision.**

- Finding: A review of the Preliminary Plat indicates this was complied with. However, drainage arrows were not clearly identified on the legend for the Plat. The Final Plat shall correct this deficiency.
- 17.12.030(B)(11)** **The Plat shall indicate if any portion of the proposed subdivision is located in an area identified as a flood hazard area, a delineation of the one-hundred (100) year floodplain, every floodway and drainage way that is delineated within the floodplain, and the information required under BMC 15.08.170.**
- Finding: A review of the Preliminary Plat indicates this was complied with. No portion of the Subdivision is within a floodplain.
- 17.12.030(B)(12)** **The Plat shall include a statement concerning responsibility for construction, operation and maintenance of water supply and sewage collection, treatment and disposal facilities in the proposed subdivision.**
- Finding: This section is not applicable as Subdivider intends to rely on the City's hauled water and sewer system.
- 17.12.030(B)(13)** **The Plat shall include recommended or proposed type and location of water sources and sewage treatment or disposal systems on a typical lot diagram in relation to water sources and sewage collection, treatment and disposal systems on adjacent lots or in relation to present or future City and community systems.**
- Finding: This section is not applicable as the Subdivider intends to rely on the City's hauled water and sewer system.
- 17.12.030(B)(14)** **The Plat shall include a statement concerning future community water and sewage systems derived from the Bethel Water and Sewer Master Plan including an appropriate timetable for their development and the proposed layout of service lines.**
- Finding: The Subdivider addressed future community water and sewer systems in its Mater Plan.
- 17.12.030(B)(15)** **The Plat application shall include representative soil testing, logs and borings prepared by a professional engineer registered in the State of Alaska.**
- Finding: This section of the BMC is not applicable for this Development.

17.12.030(B)(16) **The Plat shall indicate contours sufficient to show topography in no greater than five foot intervals.**

Finding: This section of the BMC was complied with.

17.12.030(B)(17) **The Plat shall include a surveyor's certificate.**

Finding: A review of the Preliminary Plat indicates this section of the BMC was complied with.

17.12.030(C) **The Plat shall indicate the names of proposed and existing streets in and adjacent to the proposed subdivision.**

Finding: A review of the Preliminary Plat indicates this section of the BMC was complied with.

17.12.030(D) **The Plat shall include a vicinity map showing streets and other general development of the surrounding area at a scale of no less than one (1") inch equals one thousand five hundred (1,500') feet.**

Finding: A review of the Preliminary Plat indicates this section of the BMC was complied with.

17.12.030(E) **The Applicant shall include a copy of the current plat or U.S. Survey that creates the parcels subject to the proposed subdivision.**

Finding: A Title Report was provided by the Subdivider showing chain of title and indicating compliance with this section of the BMC.

17.12.030(F) **The Applicant shall submit a copy of the current plats and U.S. Surveys of the land that abuts the boundaries of the proposed subdivision.**

Finding: A review of the documents provided with the Preliminary Plat application indicates this section was complied with.

BMC §17.24 *Subdivisions shall comply with the requirements of BMC 17.24. Prior to construction, the Planning Commission shall review the following:*

17.24.010 **The Subdivision shall be designed to accommodate the type of land use designated by the zoning code for the area of the proposed subdivision.**

Finding: A review of the Preliminary Plat indicates this was complied with.

17.24.030 The public streets within the Subdivision are considered: (arterial, collector, local).

Finding: Based on the information provided to date, it appears the streets would be classified as local streets. If future development occurs to the north, then Iteryaraq could become a collector. Subdivider shall construct this road as a collector street.

17.24.040 The Subdivision complies with 17.24.040 by providing access via dedicated right-of-way to all lots, tracts and parcels within the subdivision.

Finding: A review of the Preliminary Plat indicates this section of the BMC was complied with.

17.24.050 The circulation system within the Subdivision is designed in accordance with BMC 17.24.050.

Finding: A review by the City's Engineers of the circulation system within the Subdivision indicates compliance with the intent of this section of the BMC.

17.24.210 Utility Easements are provided and dedicated.

Finding: Utility easements are proposed for dedication which the City in its discretion may accept.

17.24.220 Adequate provisions for Storm water and Floodwater drainage have been made by the Subdivider.

Finding: Drainage reports were provided as well as roadway improvement drawings. Based on the information in those reports, this requirement was met.

17.24.290 Open Space Dedications have been provided by the Subdivider.

Finding: A review of the Preliminary Plat indicates this section of the BMC was complied with.

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this 11th day of April, 2019.

City of Bethel Planning Commission Action: 4 In Favor 0 Opposed 0 Abstained

ATTEST:

Kathy Hanson, Chairwoman
City of Bethel Planning Commission

Pauline Boratko, Recorder
City of Bethel Planning Commission

By: Planning Commission
Public Hearing: April 11, 2019
Adopted: April 11, 2019

**CITY OF BETHEL PLANNING COMMISSION
RESOLUTION SERIAL NO. 2019-04**

**A RESOLUTION OF THE BETHEL PLANNING COMMISSION RECOMMENDING
THE SUBDIVISION AGREEMENT BETWEEN THE CITY OF BETHEL AND
THE ORUTSARAMIUT NATIVE COUNCIL FOR THE CIULLKULEK SUBDIVISION
BE APPROVED BY THE CITY COUNCIL**

WHEREAS, on March 8, 2018, the Planning Commission approved a Preliminary Plat for the Ciullkulek Subdivision with conditions; and

WHEREAS, one of the Preliminary Plat conditions was for the Developer to enter into a Subdivision Agreement; and

WHEREAS, a proposed Subdivision Agreement was presented to the Planning Commission on April 11, 2019 along with a report by the Planner; and

WHEREAS, the Bethel Planning Commission deliberated on the proposed Orutsaramiut Subdivision (Ciullkulek Subdivision) Agreement, taking into account the information submitted by the Applicant, the evaluation and recommendation by Staff contained in the Planner's Report, Public Testimony, the applicable provisions of the Bethel Municipal Code and Comprehensive Plan, and other pertinent information brought before them; and

WHEREAS, the Bethel Planning Commission adopts the following Findings of Fact:

BMC §17.04.067 Subdivision Agreements

In order to assure a subdivider that the subdivider may proceed with the subdivision of a parcel in accordance with existing standards and requirements under this title and not be subject to changes in such standards and requirements before the subdivider receives unconditional approval of the Final Plat of the parcel, the subdivider and the City may enter into a subdivision agreement pursuant to the provisions of this section.

Finding: Having reviewed the Subdivision Agreement, as well as re-reviewed all of the findings for the Preliminary Plat which extensively looked at the Lots, streets, wetlands, flood hazards, utilities and other pertinent issues that would affect the City and the developer, the proposed Subdivision Agreement complies with this section of the BMC.

Finding: Developer addresses the dedication of streets, roads, easements and dedications in its Master Plan. Acceptance of the Subdivision Agreement and its supporting documents, such as the Master Plan, does not supersede any of the provisions of the Bethel Municipal Code or Alaska State Law. At all times the BMC, Alaska State law and any applicable federal laws shall control.

Conditions:

1. Developer shall not sell any lots until a Final Plat has been approved.
2. The Open Space dedicated to the City must be useable space for the purpose dedicated.

NOW THEREFORE BE IT RESOLVED, the Bethel Planning Commission hereby recommends the City Council approve the Subdivision Agreement as presented and as adopted by reference herein.

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this 11th day of April, 2019.

City of Bethel Planning Commission Action: 4 In Favor 0 Opposed 0 Abstained.

ATTEST:

Kathy Hanson, Chairwoman
City of Bethel Planning Commission

Pauline Boratko, Recorder
City of Bethel Planning Commission

CITY OF BETHEL, ALASKA

Ordinance #19-09

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF PROPERTY BY MEANS OF
DEMOLITION OF THE BUILDING FORMERLY KNOWN AS THE LAUNDROMAT,
LOCATED AT 832 RIDGECREST DRIVE PURSUANT TO BMC 4.08.030(A)**

WHEREAS, the City of Bethel owns a parcel of land situated partially within the abandoned TACAN site, within the Northeast $\frac{1}{4}$ Section 8, Township, 8 North, Range 71, West Seward Meridian, Bethel Recording District, Alaska more specifically described as:

Basis for Bearings for this description is the Bethel Plane Coordinate System, 1998.

Commencing for reference at an aluminum cap monument in a cast iron monument case in the center of Ridgecrest Drive, at P.T. Station 76+11.89, as shown on sheet 6 of 8, Plat No. 98-25, Bethel Recording District, thence North 6 degrees 00' 16" East, 408.60 feet measured with a record hearing and distance from Plat 98-25 of North 5 degrees 59' 18" East, 408.74 feet, to an aluminum cap monument in a cast iron monument case in the center of Ridgecrest Drive, at P.C. Station 80+ 20.63, thence along a tie line, North 21 degrees 49' 12" East 66.77 feet to Corner One (1) of the Washeteria Parcel, located on the Eastern right-of-way line of the Ridgecrest Drive and True Point of Beginning of this description. From Corner One (1), the point of beginning, North 16 degrees 01' 45" West along the Eastern right-of-way line of Ridgecrest Drive, 127.61 feet to corner 2; thence leaving the right of way line, South 88 degrees 04' 30" East, 148.27 feet to Corner Three (3); thence South 1 degree 55' 30" West, 121.40 feet to Corner 4; thence North 88 degrees 04' 30" West, 108.93 feet to Corner One (1), the point of beginning. This parcel contains an area of 15, 612 square feet, equivalent to 0.358 acres'

WHEREAS, in August of 2000 through Ordinance 00-05, the City sold a 75' by 35' building commonly known as the laundromat to Circle A Enterprises and entered into a Land Lease Agreement with Circle A Enterprises for a term ending 2020;

WHEREAS, due to a fire in the building, the City released Circle A Enterprises from the Lease prior to 2020;

- WHEREAS,** Circle A Enterprises sold the building to Sam Chung who was to take over the lease payments on the land, however there was no formal lease agreement recorded with the City;
- WHEREAS,** in 2014 the City issued a Notice to Quit for nonpayment requiring the tenant to either vacate the Premises or bring the rents current in order to avoid eviction proceedings;
- WHEREAS,** having failed to satisfy the requirements of the Notice to Quit, the City filed a Forcible Entry and Detainer action in the Bethel Superior Court which resulted in an award to the City for back rents owed and an Order to the tenant to remove the building within 30 days or else forfeit the building;
- WHEREAS,** in 2015, through Ordinance 15-07, the City reestablished acquisition of the 75' by 35' building located on the property as the owner of the building did not comply with the order for the building removal;
- WHEREAS,** Ordinance 15-09, authorized the City Administration to pursue the sale of the building to the highest bidder provided the bidder removed the building from the property within 60 days of award of the sale, no offers were received in this attempt;
- WHEREAS,** the site is located near an incredibly busy intersection frequented by water and sewer trucks along with citizens attempting to access the water pump station making it a difficult location for most industries as there is very limited parking and ingress and egress concerns;
- WHEREAS,** the Public Works Department has struggled to maintain security of the building since due to its old age and state of disrepair, the building appears easy to breach and in fact has been breached on several occasions;
- WHEREAS,** the building would require significant improvement to bring it up to a usable state and the City does not have the financial means to invest in the building improvements, especially for a building it does not need;

NOW, BE IT ORDAINED, the City Council authorizes Administration to dispose of the 75' by 35' building located at 832 Ridgecrest Drive by means of demolition.

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030(A) Property No Longer Necessary for Municipal Purposes.

Introduced by: Acting City Manager Howell
Introduction Date: May 14, 2019
Public Hearing Date: May 28, 2019
Action:
Vote:

ENACTED THIS _____ DAY OF MAY 2019, BY A VOTE OF _____ IN FAVOR
AND _____ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

Hazardous Building Materials Survey
(Asbestos, Lead and ORM)
City of Bethel – Former Laundromat
Bethel, Alaska



Prepared for:

CITY OF BETHEL DEPARTMENT OF PUBLIC WORKS
1155 RIDGECREST DRIVE
BETHEL, ALASKA 99559

Prepared by:

ENVIRONMENTAL MANAGEMENT, INC.
206 EAST FIREWEED LANE, SUITE 201
ANCHORAGE, ALASKA 99503

April 2, 2019



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APPENDICES

Appendix A – Photo Log

Appendix B – Asbestos Laboratory Results: IATL Report #586559

Appendix C – Inspector Certifications

ACRONYMS AND ABBREVIATIONS

ACBM	Asbestos-Containing Building Materials
ABMS	Asbestos Building Material Survey
ACM	Asbestos Containing Materials
AHERA	Asbestos Hazard Emergency Response Act
Cat. I	Category I: Asbestos containing packings, gaskets, resilient floor covering and asphalt roofing products containing more than 1% asbestos.
Cat. II	Category II: Other materials containing more than 1% asbestos that when dry cannot be crumbled, pulverized, or reduced to a powder by hand pressure.
CFR	Code of Federal Regulations
EMI	Environmental Management Inc.
EPA	Environmental Protection Agency
IATL	International Asbestos Testing Laboratories
NESHAP	National Emission Standard for Hazardous Air Pollutants
OSHA	Occupational Safety and Health Administration
PLM	Polarized Light Microscopy
RACM	Regulated Asbestos-Containing Material
XRF	X-ray Fluorescence Instrument

**Hazardous Building Materials Survey
(Asbestos, Lead and ORM)
City of Bethel – Former Laundromat
Bethel, Alaska**

1.0 PROJECT OVERVIEW

Between March 18 and March 19, 2019, Environmental Management, Inc. (EMI) conducted a Hazardous Building Materials Survey (HBMS) on the former Bethel laundromat located at the intersection of Ridgecrest Drive and Akakeek Street in Bethel, Alaska.

The survey included inspection and data collection for asbestos-containing materials (ACM), lead based paint (LBP) and other regulated materials (ORM). EMI conducted this survey under contract with the City of Wasilla, Department of Public Works.

This survey was conducted for the purpose of identifying hazardous and regulated materials prior to demolition. This survey was conducted in a manner that satisfies applicable regulations related demolition, including Nationals Emissions Standard for Hazardous Air Pollutants (NESHAP) 40 Code of Federal Regulation (CFR) 61 Subpart M.

This survey was performed by Glenn Hasburgh, EMI, who is qualified and experienced with current Asbestos Hazard Emergency Response Act (AHERA) Inspector certification and Lead Risk Assessor in accordance with U.S. Environmental Protection Agency (EPA). The following parties and points of contact are also associated with the project:

Client Representative:

Bill Arnold, City of Bethel Department of Public Works
Office: 907-543-2047

Project Manager / Inspector:

Glenn Hasburgh, EMI
Office: 907-272-9336

2.0 PROJECT APPROACH AND PROCEDURES

The asbestos survey was performed in compliance with Occupational Safety and Health Administration's (OSHA) requirements presented 29 CFR 1926.1101.

2.1 Asbestos Inspection Methods

Between March 18 and March 19, 2019, EMI performed the pre-demolition survey on the former laundromat. Sampling conducted on the 18th focused on the interior space, while the exterior materials were sampled on the 19th.

Representative samples of building materials considered suspect for their potential contain asbestos were collected. The location of each sample and a brief description of the material were recorded in the field notes. Once all samples were collected, they were recorded on a chain-of-custody and submitted to an approved laboratory for analysis.

2.2 Lead Inspection Methods

The lead inspection was conducted using an x-ray fluorescence (XRF) instrument to collect representative readings of both interior and exterior painted surfaces including walls, doors, windows and associated trims. Additional readings were also collected from exterior building components. All data was data logged on the instrument and downloaded following the inspection. Table 2 presents the XRF data.

2.3 Other Regulated Materials Inventory

The inventorying of ORM consisted of performing a walkthrough of the building and noting building components that may contain regulated components such as, radioactive sources, polychlorinated biphenyl containing light ballasts, mercury containing switches and bulbs, or other similar materials.

2.4 Project Laboratory

The project laboratory used for asbestos analysis was International Asbestos Testing Laboratories (IATL), located at 9000 Commerce Parkway, Suite B in Mt. Laurel, New Jersey 08054. Collected samples were analyzed via polarized light microscopy (PLM) in accordance with EPA guidance. IATL is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

3.0 SURVEY RESULTS

The following sections present information related to the asbestos and lead results. Supplemental information including laboratory reports, XRF data and photographs are included in the appendices of this report.

3.1 Asbestos

A total of 13 samples asbestos samples (22 layers) were collected from the former laundromat. None of the samples had detections for asbestos. Based on these findings all materials associated with the building are considered non-ACM.

3.2 Lead Based Paint

A total of 17 XRF readings were collected from interior and exterior painted surfaces, in addition to three calibration readings. LBP was not detected in any of the readings collected from the building.

3.3 Other Regulated Materials

Various types of lighting that utilize bulbs that may contain mercury vapor were observed. Additionally, radioactive exit signs and ionizing smoke detectors are also present. No other ORM was observed. It is estimated there are up to 60 light bulbs, 4 exit signs, and 10 smoke detectors. The actual number may vary slightly

4.0 CONCLUSION AND RECOMMENDATIONS

This report provides a list of materials sampled during this limited survey. Results and documentation are included in Appendices A through D. Asbestos sample locations are illustrated on the attached figures. Based on survey findings and in accordance with regulatory requirements the following conclusions are made.

4.1 Asbestos:

Asbestos was not detected in any of the samples collected. Based on this information all building materials are considered non-ACM.

4.2 Lead Based Paint

Lead based paint was not detected in any of the readings collected from painted surfaces. Based on this information the building is considered free of LBP and additional characterization of the waste stream is not warranted.

4.1 Other Regulated Materials

ORM discussed in section 3.3 should be handled and disposed of in accordance with applicable regulations.

5.0 SIGNATURE AND QUALIFICATIONS

EMI is a professional environmental consulting firm, duly qualified and experienced in performing Hazardous Building Material Surveys, Phase I Environmental Site Assessments, Baseline Surveys, and other types of environmental investigations and assessments. References, resumes, and certifications are available upon request. EMI is located at 206 East Fireweed Lane Suite 201, Anchorage, Alaska, 99503. EMI can be reached by the following means:

Phone -- (907) 272-9336 or Fax -- (907) 272-4159

This survey is limited to the scope as defined in the contract documents, and to information collected by EMI from the on-site assessment, as well as from drawings and interviews with personnel familiar with the buildings. EMI has performed these tasks in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty, express or implied, beyond exercise of reasonable care and professional diligence, is herein offered.

Sincerely,
Environmental Management, Inc.

A handwritten signature in black ink, appearing to read "Glenn Hasburgh", written in a cursive style.

Glenn Hasburgh
Environmental Scientist

Table 1 - Asbestos Bulk Sample Results

Building	boratory Sample EMI Sample ID	Laboratory Description	EMI Description	Asbestos Type(1)	
Bethel - Laundromat	6751473	LM-001	White/Grey Texture	Wall Text	None Detected
Bethel - Laundromat	6751474	LM-002	Tan Vinyl Sheet Flooring	VSF	None Detected
Bethel - Laundromat	6751475	LM-003	White Texture	Wall Text	None Detected
Bethel - Laundromat	6751475 (L2)	LM-003	White Drywall	Wall Text	None Detected
Bethel - Laundromat	6751476	LM-004	White Drywall	Composite	None Detected
Bethel - Laundromat	6751476 (L2)	LM-004	White Joint Compound	Wall Text	None Detected
Bethel - Laundromat	6751476 (L3)	LM-004	Composite	Wall Text	None Detected
Bethel - Laundromat	6751477	LM-005	White Texture	Wall Text	None Detected
Bethel - Laundromat	6751477 (L2)	LM-005	White Drywall	Wall Text	None Detected
Bethel - Laundromat	6751478	LM-006	White Joint Compound	JC	None Detected
Bethel - Laundromat	6751479	LM-007	White Joint Compound	JC	None Detected
Bethel - Laundromat	6751480	LM-008	White Texture	Wall Text	None Detected
Bethel - Laundromat	6751480 (L2)	LM-008	White Drywall	Wall Text	None Detected
Bethel - Laundromat	6751481	LM-009	White Drywall	JC	None Detected
Bethel - Laundromat	6751481 (L2)	LM-009	White Joint Compound	JC	None Detected
Bethel - Laundromat	6751481 (L3)	LM-009	Composite	JC	None Detected
Bethel - Laundromat	6751482	LM-010	Tan Vinyl Sheet Flooring	VSF	None Detected
Bethel - Laundromat	6751483	LM-011	White Drywall	JC	None Detected
Bethel - Laundromat	6751483 (L2)	LM-011	White Joint Compound	JC	None Detected
Bethel - Laundromat	6751483 (L3)	LM-011	Composite	JC	None Detected
Bethel - Laundromat	6751484	LM-012	Off-White Insulation	TSI	None Detected
Bethel - Laundromat	6751485	LM-013	Black Tar Paper	Roof Felt	None Detected

Table 2 - XRF Results - Laundromat

Building	Reading N	Time	Type	Duration	Units	Sequence	Results
NA	615	3/18/2019 7:20	SHUTTER_CAL	402.5	cps	Final	
NA	616	3/18/2019 7:22	Calibration	6.99	mg / cm ^2	Final	Negative
NA	617	3/18/2019 7:25	Calibration	19.82	mg / cm ^2	Final	Positive
Laundromat	618	3/18/2019 7:27	PAINT	12.37	mg / cm ^2	Final	Null
Laundromat	619	3/18/2019 7:29	PAINT	1.04	mg / cm ^2	Final	Negative
Laundromat	620	3/18/2019 7:32	PAINT	1.56	mg / cm ^2	Final	Negative
Laundromat	621	3/18/2019 7:34	PAINT	1.3	mg / cm ^2	Final	Negative
Laundromat	622	3/18/2019 7:34	PAINT	0.35	mg / cm ^2	Final	Null
Laundromat	623	3/18/2019 7:34	PAINT	1.39	mg / cm ^2	Final	Negative
Laundromat	624	3/18/2019 7:34	PAINT	1.04	mg / cm ^2	Final	Negative
Laundromat	625	3/18/2019 7:35	PAINT	1.22	mg / cm ^2	Final	Null
Laundromat	626	3/18/2019 7:35	PAINT	1.91	mg / cm ^2	Final	Negative
Laundromat	627	3/18/2019 7:36	PAINT	1.83	mg / cm ^2	Final	Negative
Laundromat	628	3/18/2019 7:36	PAINT	1.04	mg / cm ^2	Final	Negative
Laundromat	629	3/18/2019 7:37	PAINT	1.56	mg / cm ^2	Final	Negative
Laundromat	630	3/18/2019 7:37	PAINT	1.04	mg / cm ^2	Final	Negative
Laundromat	655	3/19/2019 4:27	PAINT	1.04	mg / cm ^2	Final	Negative
Laundromat	656	3/19/2019 5:24	PAINT	0.95	mg / cm ^2	Final	Null
Laundromat	657	3/19/2019 5:24	PAINT	1.04	mg / cm ^2	Final	Negative
Laundromat	658	3/19/2019 5:24	PAINT	1.04	mg / cm ^2	Final	Negative

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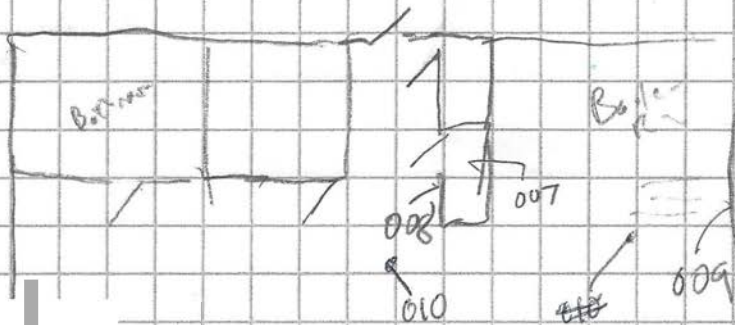
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Bethel City HBMS
 Laundry mat 3/18/19
 Asbestos sample locations



- 001 - wall text - Knock down Blue
- 002 - sprayed vst
- 003 - wall text tan
- 004 - Compressor
- 005 - wall text
- 006 - JC
- 007 - JC Shower
- 008 - wall text
- 009 - JC
- 010 - ~~15~~ 15
- 011 - Roof fit



Appendix A

Photo Log

Photo Log



Photo 1: This photo shows the exterior of the laundromat. The roof consists of corrugated metal overtop felt paper and the exterior wall consist of wood clapboard overtop wood panel.



Photo 2: This photo shows the interior roof construction. It consists entirely of wood and metal on the inside.

Photo Log



Photo 3: This photo shows the interior of the laundromat. All materials sampled tested negative for lead and asbestos.



Photo 4: This photo shows a “hard elbow” on the heating unit. This material was found to be non-ACM.

Appendix B
Asbestos Laboratory Results
IATL Report 586559

CERTIFICATE OF ANALYSIS

Client: Environmental Management Inc.
206 E. Fireweed Lane Suite 201
Anchorage AK 99503

Client: ENV164

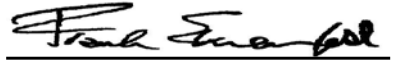
Report Date: 3/29/2019
Report No.: 586559 - PLM
Project: Bethel - Laundromat
Project No.: 17969

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 6751473 Client No.: LM-001 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White/Grey Texture Client Description: Wall Text <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Facility: <u>Percent Non-Fibrous Material:</u> 100
Lab No.: 6751474 Client No.: LM-002 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: Tan Vinyl Sheet Flooring Client Description: VSF <u>Percent Non-Asbestos Fibrous Material:</u> 5 Cellulose 5 Fibrous Glass	Location: Facility: <u>Percent Non-Fibrous Material:</u> 90
Lab No.: 6751475 Client No.: LM-003 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Texture Client Description: Wall Text <u>Percent Non-Asbestos Fibrous Material:</u> 3 Cellulose	Location: Facility: <u>Percent Non-Fibrous Material:</u> 97
Lab No.: 6751475(L2) Client No.: LM-003 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Drywall Client Description: Wall Text <u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	Location: Facility: <u>Percent Non-Fibrous Material:</u> 98
Lab No.: 6751476 Client No.: LM-004 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Drywall Client Description: Composite <u>Percent Non-Asbestos Fibrous Material:</u> 3 Fibrous Glass	Location: Facility: <u>Percent Non-Fibrous Material:</u> 97
Lab No.: 6751476(L2) Client No.: LM-004 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Joint Compound Client Description: Wall Text <u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	Location: Facility: <u>Percent Non-Fibrous Material:</u> 98

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 3/27/2019
Date Analyzed: 03/29/2019
Signature: 
Analyst: Robert Betsch

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: Environmental Management Inc.
206 E. Fireweed Lane Suite 201
Anchorage AK 99503

Client: ENV164

Report Date: 3/29/2019
Report No.: 586559 - PLM
Project: Bethel - Laundromat
Project No.: 17969

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 6751476(L3)	Analyst Observation: Composite	Location:
Client No.: LM-004	Client Description: Wall Text	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	1 Cellulose 2 Fibrous Glass	97

Lab No.: 6751477	Analyst Observation: White Texture	Location:
Client No.: LM-005	Client Description: Wall Text	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

Lab No.: 6751477(L2)	Analyst Observation: White Drywall	Location:
Client No.: LM-005	Client Description: Wall Text	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	2 Fibrous Glass	98

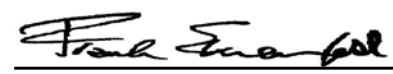
Lab No.: 6751478	Analyst Observation: White Joint Compound	Location:
Client No.: LM-006	Client Description: JC	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

Lab No.: 6751479	Analyst Observation: White Joint Compound	Location: Shower
Client No.: LM-007	Client Description: JC	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

Lab No.: 6751480	Analyst Observation: White Texture	Location:
Client No.: LM-008	Client Description: Wall Text	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	2 Cellulose	98

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 3/27/2019
Date Analyzed: 03/29/2019
Signature: 
Analyst: Robert Betsch

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: Environmental Management Inc.
206 E. Fireweed Lane Suite 201
Anchorage AK 99503

Client: ENV164

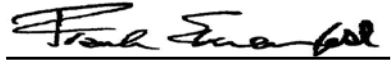
Report Date: 3/29/2019
Report No.: 586559 - PLM
Project: Bethel - Laundromat
Project No.: 17969

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 6751480(L2) Client No.: LM-008 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Drywall Client Description: Wall Text <u>Percent Non-Asbestos Fibrous Material:</u> 2 Fibrous Glass	Location: Facility: <u>Percent Non-Fibrous Material:</u> 98
Lab No.: 6751481 Client No.: LM-009 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Drywall Client Description: JC <u>Percent Non-Asbestos Fibrous Material:</u> 2 Fibrous Glass	Location: Boiler Facility: <u>Percent Non-Fibrous Material:</u> 98
Lab No.: 6751481(L2) Client No.: LM-009 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Joint Compound Client Description: JC <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Boiler Facility: <u>Percent Non-Fibrous Material:</u> 100
Lab No.: 6751481(L3) Client No.: LM-009 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: Composite Client Description: JC <u>Percent Non-Asbestos Fibrous Material:</u> 1 Fibrous Glass	Location: Boiler Facility: <u>Percent Non-Fibrous Material:</u> 99
Lab No.: 6751482 Client No.: LM-010 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: Tan Vinyl Sheet Flooring Client Description: VSF <u>Percent Non-Asbestos Fibrous Material:</u> 10 Cellulose 5 Fibrous Glass	Location: Facility: <u>Percent Non-Fibrous Material:</u> 85
Lab No.: 6751483 Client No.: LM-011 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Drywall Client Description: JC <u>Percent Non-Asbestos Fibrous Material:</u> 2 Fibrous Glass	Location: Boiler Rm Facility: <u>Percent Non-Fibrous Material:</u> 98

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 3/27/2019
Date Analyzed: 03/29/2019
Signature: 
Analyst: Robert Betsch

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: Environmental Management Inc.
206 E. Fireweed Lane Suite 201
Anchorage AK 99503

Client: ENV164

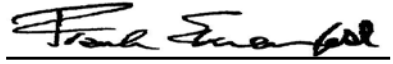
Report Date: 3/29/2019
Report No.: 586559 - PLM
Project: Bethel - Laundromat
Project No.: 17969

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 6751483(L2) Client No.: LM-011	Analyst Observation: White Joint Compound Client Description: JC	Location: Boiler Rm Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 6751483(L3) Client No.: LM-011	Analyst Observation: Composite Client Description: JC	Location: Boiler Rm Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Fibrous Glass	<u>Percent Non-Fibrous Material:</u> 99
Lab No.: 6751484 Client No.: LM-012	Analyst Observation: Off-White Insulation Client Description: TSF	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 10 Cellulose	<u>Percent Non-Fibrous Material:</u> 90
Lab No.: 6751485 Client No.: LM-013	Analyst Observation: Black Tar Paper Client Description: Roof Felt	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 15 Cellulose	<u>Percent Non-Fibrous Material:</u> 85

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 3/27/2019
Date Analyzed: 03/29/2019
Signature: 
Analyst: Robert Betsch

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: Environmental Management Inc.
206 E. Fireweed Lane Suite 201
Anchorage AK 99503

Client: ENV164

Report Date: 3/29/2019
Report No.: 586559 - PLM
Project: Bethel - Laundromat
Project No.: 17969

Appendix to Analytical Report

Customer Contact: Matt Cox
Method: US EPA 600, R93-116

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

iATL Customer Service: customerservice@iatl.com
iATL Office Manager: wchampion@iatl.com
iATL Account Representative: Kelly Klippel
Sample Login Notes: See Batch Sheet Attached
Sample Matrix: Bulk Building Materials
Exceptions Noted: See Following Pages

General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at www.iATL.com and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

Information Pertinent to this Report:

Analysis by US EPA 600 93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy (PLM).

Certifications:

- NIST-NVLAP No. 101165-0
- NYSDOH-ELAP No. 11021
- AIHA-LAP, LLC No. 100188

Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. PC Trace represents a <0.25% amount. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analytical Methodology Alternatives: Your initial request for analysis may not have accounted for recent advances in regulatory requirements or advances in technology that are routinely used in similar situations for other qualified projects. You may have the option to explore additional analysis for further information. Below are a few options, listed as the matrix followed by the appropriate methodology. Also included are links to more information on our website.

Bulk Building Materials that are Non-Friable Organically Bound (NOB) by Gravimetric Reduction techniques employing PLM and TEM: ELAP 198.6 (PLM-NOB), ELAP 198.4 (TEM-NOB)

Loose Fill Vermiculite Insulation, Attic Insulation, Zonolite (copyright), etc.: US EPA 600 R-4/004 (multi-tiered analytical process)

CERTIFICATE OF ANALYSIS

Client: Environmental Management Inc.
206 E. Fireweed Lane Suite 201
Anchorage AK 99503

Client: ENV164

Report Date: 3/29/2019
Report No.: 586559 - PLM
Project: Bethel - Laundromat
Project No.: 17969

Sprayed On Insulation/Fireproofing with Vermiculite (SOF-V): ELAP 198.8 (PLM-SOF-V)

Soil, sludge, sediment, aggregate, and like materials analyzed for asbestos or other elongated mineral particles (ex. erionite, etc.): ASTM D7521, CARB 435, and other options available

Asbestos in Surface Dust according to one of ASTM's Methods (very dependent on sampling collection technique – by TEM): ASTM D 5755, D5756, or D6480

Various other asbestos matrices (air, water, etc.) and analytical methods are available.

Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a list with highlighted disclaimers that may be pertinent to this project. For a full explanation of these and other disclaimers, please inquire at customerservice@iatl.com.

- 1) Note: No mastic provided for analysis.
- 2) Note: Insufficient mastic provided for analysis.
- 3) Note: Insufficient material provided for analysis.
- 4) Note: Insufficient sample provided for QC reanalysis.
- 5) Note: Different material than indicated on Sample Log / Description.
- 6) Note: Sample not submitted.
- 7) Note: Attached to asbestos containing material.
- 8) Note: Received wet.
- 9) Note: Possible surface contamination.
- 10) Note: Not building material. 1% threshold may not apply.
- 11) Note: Recommend TEM-NOB analysis as per EPA recommendations.
- 12) Note: Asbestos detected but not quantifiable.
- 13) Note: Multiple identical samples submitted, only one analyzed.
- 14) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.080%.
- 15) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.125%.
- 16) Note: This sample contains >10% vermiculite mineral. See Appendix for Recommendations for Vermiculite Analysis.

Recommendations for Vermiculite Analysis:

Several analytical protocols exist for the analysis of asbestos in vermiculite. These analytical approaches vary depending upon the nature of the vermiculite mineral being tested (e.g. un-processed gänge, homogeneous exfoliated books of mica, or mixed mineral composites). Please contact your client representative for pricing and turnaround time options available.

iATL recommends initial testing using the EPA 600/R-93/116 method. This method is specifically designed for the analysis of asbestos in bulk building materials. It provides an acceptable starting point for primary screening of vermiculite for possible asbestos.

Results from this testing may be inconclusive. EPA suggests proceeding to a multi-tiered analysis involving wet separation techniques in conjunction with PLM and TEM gravimetric analysis (EPA 600/R-04/004).

For New York State customers, NYSDOH requires disclaimers and qualifiers for various vermiculite containing samples that direct analysis via ELAP198.6 and ELAP198.8 for samples that contain >10% vermiculite mineral where ELAP198.6 may be used to evaluate the asbestos content of the material. However, any test result using ELAP198.6 will be reported with the following disclaimer: "ELAP198.6 method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing >10% vermiculite."

Further information on this method and other vermiculite and asbestos issues can be found at the following: Agency for Toxic Substances and Disease Registry (ATSDR) www.atsdr.cdc.gov, United States Geological Survey (USGS) www.minerals.usgs.gov/minerals/, US EPA www.epa.gov/asbestos. The USEPA also has an informative brochure "Current Best Practices for Vermiculite Attic Insulation" EPA 747F03001 May 2003, that may assist the health and remediation professional.

The following is a summary of the analytical process outlines in the EPA 600/R-04/004 Method:

- 1) **Analytical Step/Method:** Initial Screening by PLM, EPA 600R-93/116
Requirements/Comments: Minimum of 0.1 g of sample. ~0.25% LOQ for most samples.
- 2) **Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

CERTIFICATE OF ANALYSIS

Client: Environmental Management Inc.
206 E. Fireweed Lane Suite 201
Anchorage AK 99503

Client: ENV164

Report Date: 3/29/2019
Report No.: 586559 - PLM
Project: Bethel - Laundromat
Project No.: 17969

3) **Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Floats" only.

4) **Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

5) **Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Suspension" only.

LOQ, Limit of Quantitation estimates for mass and volume analyses.

*With advance notice and confirmation by the laboratory.

**Approximately 1 Liter of sample in double-bagged container (~9x6 inch bag of sample).

Appendix C

Inspector Certifications



ENVIRONMENTAL
MANAGEMENT
INCORPORATED

Certificate of Training

† 27287 - 16276

Certificate Number

This is to certify that

Glenn C. Hasburgh

has satisfactorily completed 4 hours

of

EPA/AHERA Inspector Refresher

In Accordance With 40 CFR Part 763 Subpart E

Glenn C. Hasburgh

1/2/18

Class Start Date: 8/9/2018

Class End Date: 8/9/2018

Glenn C. Hasburgh

WJK'JL

Qy' s

8/ 9/ 2018

8/ 9/ 201 9

Stuart M. Jacques

Glenn Hasburgh, IH

Exam Date

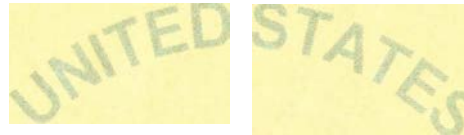
Cert. Exp. Date

Director

Environmental Management Inc. 206 E. Fireweed Lane Suite 201, Anchorage Alaska 99503 907-272-8852

Illnithes Environmental Protection Agency

W} is to certify t} Jnt



Glenn C Hasburgh



has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has
received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:



Risk Assessor

Jn tlf e Jurishirii O n nf:



All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires March 07, 2022

LBP-R-1199333-1

Certification #

February 21, 2019

Issued On



Adrienne Priselac, Manager, Toxics Office

Land Division

City of Bethel Action Memorandum

Action memorandum No.	18-61		
Date action introduced:	September 11, 2018	Introduced by:	Peter Williams, City Manager
Date action taken:	September 11, 2018	☒ Approved	☐ Denied
Confirmed by:	KM		

Action Title: Directing the City Manager to (a) send a letter to all non-profits that have registered as non-profits with the City advising them of the building and asking if they are interested in the building; and (b) putting the building out for bid again with a longer deadline for removal (at least through the end of February, 2019). Direct Administration to include a lease option in the notice.

Attachment(s): none

Department/Individual:	Initials:	Remarks:
Pete Williams, City Manager	PW	
Patty Burley, City Attorney	PB	

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

Summary Statement:

Under Ordinance 15-09, the City Council directed Administration to put the Old Laundromat building out for bid on the condition that the building be removed. In 2018, the City put the building out for bid but received no responses.

Administration is directed to send a letter to all non-profits currently registered in the sales tax office advising them of the building and advising that the building is no longer needed for City purposes. The letter will ask the non-profits to contact the City, in writing, by a set date to advise if they would be interested in taking the building on the condition that it be removed.

If there is more than one non-profit interested in the building, Administration is to accept bids on the building pursuant to title 4.10.020(A)(2) open only to the non-profit organizations. The successful bidder to have until at least the end of February, 2019 to remove the building.

Note: This AM was amended on 9-11-2018 to Direct Administration to Include a lease option in the notice.



CITY OF BETHEL

P.O. Box 1388 • Bethel, Alaska 99559

907-543-2047

Fax: 907-543-4171

Vacant Building for Sale Must be Moved

The City of Bethel seeks bids from qualified companies or individuals for the sale and removal of a vacant building, known as the "old laundromat." Please obtain a copy of the Request for Bids document in one of the following ways:

1. City's website (www.cityofbethel.org) > *Businesses* > Request for Proposals & Request for Bids > RFB: Sale and Removal of Vacant Building.
2. Send a request via e-mail to purchasingagent@cityofbethel.org.
3. Fax your request to 907-543-4171.
4. Pick up a copy of the document at City Hall: 300 State Highway.

Bids are due July 26, 2018 at 4:00 pm.

Classified Legal Advertisement in Newspapers

Tundra Drums Newspaper

To run two weeks: July 8-14, 2018 and July 15-21, 2018.

Please send invoice by email, fax, or mail to:

City of Bethel

Accounts Payable

P.O. Box 1388

Bethel, AK 99559

hhoffman@cityofbethel.net

Please put on invoice: GL #10-51-727

Ad Copy:

The City of Bethel seeks bids from qualified companies or individuals for the sale and removal of a vacant building, known as the "old laundromat." See the Request for Bids document on the City's website (www.cityofbethel.org) > *Businesses* > Request for Proposals & Request for Bids, by sending a request via e-mail to purchasingagent@cityofbethel.org. or by faxing to 907-543-4171. Bids are due July 26, 2018 at 4:00 pm.



City of Bethel
City Manager's Office
PO Box 1388
Bethel AK 99559
(907) 543-2047 / (907) 543-2946 (fax)
Email: PWilliams@cityofbethel.org
www.cityofbethel.org

December 3, 2018

Re: Surplus Building

Dear Sir/Madam:

The City of Bethel obtained a building last year as a result of an eviction proceeding. The building is best known as the "Old Laundromat" and is located at 832 Ridgecrest Drive. The City finds it does not need the building. Therefore, we are writing to all of the non-profits that have registered for a non-profit exemption certificate with the City of Bethel to ask if they are interested in the building.

The building is older and has no plumbing or wiring. The building's structural integrity is unknown but one contractor in town believes it is strong enough to be movable.

It is the City's hope to sell the building for \$1. Please note that whoever purchases the building will have to move the building within six (6) months of its purchase.

If you are interested in the building, please send a fax or email letting me know. The deadline for expressing your interest in the building is **January 4, 2019**.

Sincerely,

Peter A. Williams
City Manager



**City
of
Bethel**

Patty Burley <pburley@cityofbethel.net>

Non-Profits

2 messages

Patty Burley <pburley@cityofbethel.net>
To: Cindy Sharp <csharp@cityofbethel.net>

Wed, Nov 28, 2018 at 9:36 AM

Cindy:

Did you ever put together that list of non-profits in Bethel that have been issued a non-profit exemption certificate?

*Patty Burley
Bethel City Attorney
City of Bethel
(907) 543-1385
(907) 543-2936 [fax]*

Cindy Sharp <csharp@cityofbethel.net>
To: Patty Burley <pburley@cityofbethel.net>

Wed, Nov 28, 2018 at 10:15 AM

Here is a quick list of the non-profits
City of Nunapitchuk
Native village of Napaimute
Coastal Villages Region Fund
Bethel Moravian Church
YK Fitness Center
Association of Village Council Presidents
Bethel Search and Rescue
VFW Auxiliary Post
Bethel Friends of Canines
Bethel Broadcasting
Alaska Bible Seminary
Veterans of Foreign Wars Post 10041
Bethel Family Clinic
Yuut Elitnaurviat
Voice for Christ Ministries
Tundra Womens Coalition
Bethel United Pentecostal Church
Provincial Board of Alaska Moravian Church
Bethel Community Services Foundation
City of Kwethluk

[Quoted text hidden]

--

Cindy Sharp
Assistant Finance Director
City of Bethel Finance
P.O. Box 388
300 State Highway
Bethel, AK 99559
Direct phone line (907) 543-1378

City of Bethel Action Memorandum

Action memorandum No.			
Date action introduced:		Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to prepare and submit the FY 2019 grant application in the amount of \$323,081 to the Alaska Department of Health and Social Services to fund the Bethel Community Service Patrol program.

Attachment(s): FY 2018 Grant Agreement Terms and Conditions; State Grant Assurances Signature Page; Email from Victoria Gibson about 10% match; Tentative FY 2019 CSP Program Budget.

Department/Individual:	Initials:	Remarks:
Administration / Peter Williams		
Finance / Jim Chevigny		
Police / Burke Waldron		
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
	Funds in City Budget.	
\$323,081 / \$32,308 in-kind	Requires funding in FY 2019 Budget.	
	27-50-Any	

Summary Statement

The Department of Health and Social Service (DHSS), Division of Behavioral Health, intends to continue funding the Bethel Community Service Patrol and Sobering Center Program for an additional grant year (July 1, 2018 – June 30, 2019). By submitting an application, the City is confirming that staffing, strategies, objectives, and timelines for service delivery will remain the same as in the current year. The City was approved for a waiver of the requirement to provide a 25% match and must now only provide a 10% match. The FY 2019 CSP grant application is due April 10, 2018.

The goal of the CSP Program is to save lives through proper care, transportation, and placement of individuals who cannot care for themselves due to alcohol intoxication. In FY 2016, the Bethel Community Service Patrol members picked up 1,517 people who needed help due to their level of intoxication. These individuals were evaluated by staff and transported to the appropriate facility (sobering center, hospital, correctional/DETOX facility, and/or private residence).

The City will spend nearly the entire grant approximately \$290,000) on salaries, benefits, and overtime pay for three Community Service Patrol Officers. The Police Department will purchase uniforms, outdoor gear, medical supplies, gasoline, and pay for CSP cell phones from grant funds. The City may alter its approved grant budget with a Line Item Budget Revision (LIBR) request to DHSS and DHSS approval.

CITY OF BETHEL, ALASKA

Ordinance #19-10

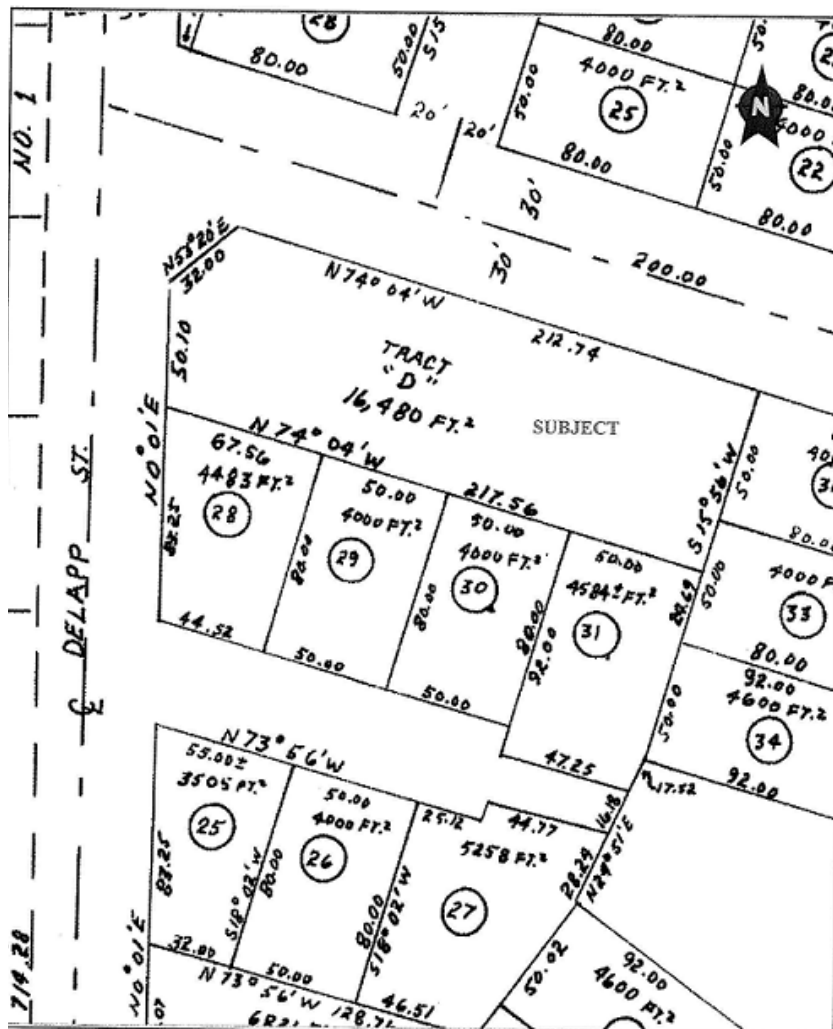
**AN ORDINANCE AUTHORIZING THE DISPOSAL VIA LEASE OF
TRACT D, BLOCK 2, TURNKEY III HOUSING DEVELOPMENT
(161 ATSAQ STREET)**

PURSUANT TO BMC 4.08.030(B)

WHEREAS the City of Bethel owns a parcel of land situated 161 Atsaq Street;

WHEREAS the legal description for the land is Tract D, Block 2, Turnkey III Subdivision,
Plat 87-6, Bethel Recording District, Fourth Judicial District, State of Alaska;

WHEREAS the property is pictorially depicted as:



Introduced by: City Manager Williams

Date: May 14, 2019

Action: May 28, 2019

Vote:

WHEREAS the land has been occupied by the Association of Village Council Presidents (AVCP) since at least 1985;

WHEREAS AVCP's occupancy of the land was under a lease which expired in 2005;

WHEREAS AVCP utilizes the land for placement of and operation of a Head Start program;

WHEREAS the now expired lease required AVCP to pay the sum of One Hundred (\$100) Dollars per month in rent;

WHEREAS despite being a twenty (20) year lease, no rent increase was ever imposed;

WHEREAS while updating all leases recently, AVCP's current month-to-month arrangement was also reviewed;

WHEREAS the land was appraised for fair market value in October of 2018;

WHEREAS the appraisal determined that the fair market rent for the land which is currently occupied by AVCP Head Start should be at least \$434 per month;

WHEREAS the proposed lease with AVCP increases the rent but not to fair market value;

WHEREAS for long term lease amounts to remain in line with inflation, they need to increase along with the Consumer Price Index (CPI) as measured for the Anchorage area;

WHEREAS for the last twenty (20) years, the average CPI increase has equaled about 2.2133% per year;

WHEREAS while there are increases built into the lease with AVCP, those increases will not keep up with the CPI;

WHEREAS the proposed Lease will remain below fair market value due to the nonprofit nature of the services performed by AVCP's Head Start program;

WHEREAS the Bethel Municipal Code, Section 4.08.030(B) allows the City Council to dispose of land to an entity providing a necessary public service without seeking bids and for less than the current appraised value;

NOW, BE IT ORDAINED, the City Council authorizes the disposal of the above property via lease of land to an Entity Providing a Necessary Public Service.

Introduced by: City Manager Williams
Date: May 14, 2019
Action: May 28, 2019
Vote:

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030(B) Disposal to Entity Providing a Necessary Public Service.

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

ENACTED THIS _____ DAY OF MAY 2019, BY A VOTE OF _____ IN FAVOR
AND _____ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

**COMMERCIAL LEASE BETWEEN
CITY OF BETHEL and
THE ASSOCIATION OF VILLAGE COUNCIL PRESIDENTS (AVCP)**

This LEASE is made on May 31, 2019 by and between the City of Bethel, a municipal corporation ("Landlord") and the Association of Village Council Presidents (AVCP) ("Tenant").

**ARTICLE 1
LEASED PREMISES AND TERM**

1.01 Leased Land. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, hereby leases to Tenant and Tenant hereby leases from Landlord, a parcel of land containing approximately 16,480 square feet, situated at in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

Block 2, Tract D, Turnkey III Housing Development, Bethel
Recording District, Fourth Judicial District, Bethel, Alaska, as
shown in Book 17, pages 13-16 as Recorded April 11, 1969.

together with all rights, easements, privileges, both subterranean and vertical, and appurtenances attaching or belonging to the described land, but subject to the reservation contained in paragraph 1.02 and the Covenants contained in Article 4 hereof (herein called the "Leased Premises").

1.02 Appurtenances. Lessor leases and grants to Lessee all easements, parking and loading rights, right of ingress and egress, now or hereafter belonging to or appertaining to said Premises.

1.03 Encumbrances. The Premises are leased, subject to any easements, right-of-way, if any, zoning and building restrictions and government regulations now in effect or hereafter adopted by any governmental authority.

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

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

- All fill, retaining walls, berms, earth contours, wells, utility pipes and lines and all other at-surface or below-surface improvements situated on the Leased Premises on the date of this Lease.

1.04 **Lease Term.** This Lease shall be and continue in full force and effect for a term of fifteen (15) years commencing on June 1, 2019 and terminating on May 31, 2034 unless earlier terminated in accordance with the terms of this Lease.

1.06 **Holdover. With Consent.** If Tenant continues occupying the Premises after the Term ends (Holdover) and if the Holdover is with Landlord's written consent, it shall be a month-to-month tenancy, terminable on thirty (30) days advance notice by either party. During the holdover period, rent shall automatically be increased by ten (10%) percent and will remain due and owing on the first day of each month. If the Holdover is without Landlord's written consent, then Tenant shall be a tenant-at-sufferance and shall be liable for any damages suffered by Landlord because of Tenant's Holdover. Landlord shall retain all remedies against Tenant who holds over without written consent.

A. **Holdover (without consent).** If the Holdover is without Landlord's written consent, then Tenant shall be a tenant-at-sufferance and shall be liable for any damages suffered by Landlord because of Tenant's Holdover. Landlord shall retain all remedies against Tenant who holds over without written consent.

B. **Holdover Terms.** The Holdover shall be on the same terms and conditions of the Lease except: (i) the Term; (ii) Rent; (iii) the extension Term is deleted; (iv) the Quiet Possession provision is deleted; (v) consent to a sublease may be unreasonably withheld and delayed; (vi) the provision on Landlord's Default is deleted; and (vii) the Defaulting Party may be Tenant only.

ARTICLE 2 RENT

2.01 **Rent.** Effective June 1, 2019, Tenant shall pay to Landlord, without deduction and without notice or demand, net of all real property taxes, assessments, rates and other charges required to be paid by Tenant under this Lease with respect to the Leased Premises, on or before the 1st day of each month during the Lease Term as follows:

Lease Dates	Monthly Lease Amount	Annual Lease Amount
June 2019 to June 30, 2021	\$150	\$1800
July 1 2021 to June 30, 2022	\$200	\$2400
July 1, 2022 to June 30, 2025	\$225	\$2700
July 1, 2015 to June 30, 2028	\$275	\$3300
July 1, 2028 to June 30, 2031	\$325	\$3900

July 1, 2031 to June 30, 2034	\$375	\$4500
-------------------------------	-------	--------

ARTICLE 3 QUIET ENJOYMENT

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

ARTICLE 4 TENANT'S COVENANTS

- 4.01 **Use of Premises.** Tenant covenants that the Premises will be used only for the purposes directly related to the operation of educational facilities and no other use whatsoever shall be made of the Premises.
- 4.02 **Improvements Required by Law.** Tenant, at Tenant'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 Landlord 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 Landlord after giving the required notice provided for in paragraph 4.06, and if Tenant does not complete the required work within the timeframe provided for in the notice, Tenant shall reimburse Landlord for the actual reasonable costs to cover Landlord's overhead, upon presentation of a bill therefore, as additional rent.
- 4.03 **Construction or Removal of Improvements, Additions and Alterations.** "Significant Work" as used in this section, means all work which (1) involves the excavation, filling, or other alteration of the grade or drainage of the Leased Premises, or (2) involves the construction, demolition, or removal on or from the Leased Premises of any improvement.

Tenant shall not make alterations to the grade or drainage of the Leased Premises without the written approval of the Landlord. Landlord shall not alter the grade or drainage of the adjacent properties such that drainage will flow over or through the Leased Premises of the Tenant.

- 4.03 **Repair and Maintenance.** Tenant shall, at Tenant's expense and without notice from Landlord, 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 Landlord.
- 4.04 **Snow Removal.** Tenant shall be responsible for snow removal on the Leased land.
- 4.05 **Observance of Laws.** Tenant, at all times during the Lease Term, at its own expense, and with all due diligence shall observe and comply with all state and federal laws, municipal 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 Landlord may request from time to time.

In furtherance, and not in limitation, Tenant 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, Tenant, at its own expense, must clean and restore the Leased Premises to the satisfaction of the Landlord and any governmental body or court having jurisdiction over the matter. However, Tenant 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 Tenant's actions caused in whole or in part such discharge, leakage, spillage, emission, or pollution, in which case Tenant shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Tenant.

Landlord warrants that at the time this Lease between the parties, Landlord is not aware of any hazardous or toxic materials on the land.

- 4.06 Tenant agrees to hold harmless Landlord 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 Landlord as a result of Tenant's breach of this Lease.
- 4.07 **Inspection and Repair by Landlord.** Tenant 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 Landlord 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 Landlord with regard to all other matters. If Tenant refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of the Landlord after written demand, then Landlord, 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 Tenant for any loss or damage that may accrue to Tenant's property or Tenant'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, Tenant shall pay as additional rent, Landlord's actual costs for making such repairs or performing such maintenance. However, Tenant shall not be responsible for the replacement or repair of any street lights that may illuminate the Premises.

- 4.08 **Waste and Wrongful Use.** Tenant shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.
- 4.09 **Setback.** Tenant 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 Landlord.
- 4.10 **Liens.** Tenant shall not commit or suffer any act or neglect whereby the Leased Premises or the interest of Landlord or Tenant therein at any time during the Lease Term may become subject to any attachment, execution lien, charge, or other encumbrance, and shall defend, indemnify and hold Landlord harmless against all losses, costs, and expenses, including reasonable attorney's fees, paid or incurred by Landlord in connection therewith.
- 4.11 **Indemnification.** Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from (1) Tenant's use of the Leased Premises, or from the conduct of Tenant's business, or from any activity, work or things done, permitted or suffered by Tenant in or about the Leased Premises; (2) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (3) any negligence of Tenant, or any of Tenant's agents, contractors, customers or employees, or any person claiming by, through or under Tenant; 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 Tenant.

Tenant, upon notice from Landlord, shall defend any of the above described claims at Tenant's expense. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in,

upon or about the Leased Premises. However, this section does not require Tenant to indemnify, defend and hold harmless Landlord from and against any portion of a claim to the extent that portion of the claim is caused by Landlord's negligence, or the negligence of Landlord's agents, contractors or employees arising from Landlord's activities on the Leased Premises. Landlord shall indemnify, defend, and hold harmless Tenant from and against any portion of a claim to the extent that portion of the claim is caused by Landlord's negligence, or the negligence of Landlord's agents, contractors or employees arising from Landlord's activities on the Leased Premises.

Tenant 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 Landlord relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Tenant further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Tenant is as knowledgeable about the physical condition of the Leased Premises as Landlord, and on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Tenant.

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

- 4.13 **Surrender of Leased Premises and Improvements.** Upon the expiration or termination (including termination resulting from Tenant's breach) of this Lease, Tenant, without further notice, shall deliver to Landlord, possession of the Leased Premises. Tenant's improvements shall remain the property of Tenant. At the expiration or termination of the Lease, or any extended term thereof, Tenant shall remove, demolish, or otherwise dispose of all Tenant's improvements within one

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

- 4.14 **Utility Services.** Tenant shall arrange for its own utility services and bear all costs for utilities.
- 4.15 **Discrimination Prohibited.** Tenant 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, gender identification, or other legally protected status.
- 4.16 **Underground Conditions and Water Drainage.** Tenant 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 Landlord, its agents or employees because of or resulting from any fill or any subsurface or soil condition on the Leased Premises. Tenant 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 Landlord, or into an established drainage easement, if any, on the Leased Premises.

ARTICLE 5 INSURANCE

- 5.01 **Liability Insurance.** During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Landlord, Tenant shall keep in full force and effect, a policy or policies of general liability and property damage insurance which satisfies the coverage requirements set by Landlord with respect to the Leased Premises and the business operated by Tenant 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, or such higher limits as Landlord may specify; provided, however, that no such limit shall in any way limit Tenant's liability or be construed as a representation of sufficiency to fully protect Tenant or Landlord. The policy or policies purchased pursuant to this paragraph shall name the Tenant as an insured and the Landlord as an additional insured with respect to the Leased Premises and the business operated by Tenant on the Leased Premises. A copy

of each policy shall be provided to Landlord within three (3) days of the date this Lease is entered into.

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

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 Landlord, for any person claiming by, through or under Landlord.

Contain no provision relieving the insurer from liability for loss occurring while the hazard to buildings and/or 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 Landlord, or any person claiming by, through or under Landlord.

Provide that such policy may not be canceled, whether or not requested by Tenant, unless the insurer first gives not less than thirty (30) days prior written notice thereof to Landlord.

Contain a waiver by the insurer of any right to subrogation to any right of Landlord or Tenant against either of them or against any person claiming by either of them.

ARTICLE 6 EMINENT DOMAIN

6.01 Permanent Taking. In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or the determination of the Landlord 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 Landlord.

If less than materially all of the Leased Premises are taken or if the Landlord 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 Tenant shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

6.02 Disposition of Proceeds. Landlord is entitled to all proceeds of condemnation except those proceeds specifically allocated for Tenant's improvements.

- 6.03 **Temporary Taking.** If the whole or any part of the Leased Premises or of Tenant'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 Tenant shall continue to pay all rental payments and other charges payable by Tenant hereunder and to perform all other terms, covenants, and conditions contained herein, except to the extent Tenant is prevented from so doing by the terms of the order of the taking authority. In the event of a temporary taking, Tenant 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 Landlord and Tenant as of said date of expiration, after Landlord shall have received the entire portion of the award attributable to physical damage to the Leased Premises and any improvements thereon and to the restoration thereof to the condition existing immediately prior to the taking or condemnation.

ARTICLE 7 ASSIGNMENTS AND MORTGAGES

Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Leased Premises without Landlord's prior written consent. Landlord'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 8 TERMINATION, DEFAULT AND DEFEASANCE

8.01 **Event of Default:** Each of the following events shall be a default by Tenant and a breach of this Lease:

- A. Failure to Continuously Operate a Facility for the General Public. If the land is used for commercial or retail purposes, 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, gender identify age, sex or other protected category. 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.
- B. Failure to Operate an Educational Facility. Failure of the Tenant to maintain the Premises as an Educational Facility for a period exceeding One Hundred Twenty (120) consecutive days.

- C. 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 Tenant or to perform as required or conditioned by any other covenant or condition of this Lease.
- D. Appointment of Receiver. The appointment of a receiver or trustee to take possession of the Leased Premises or improvements or of the Tenant's interest in the leasehold estate or of Tenant'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 Tenant.

8.02 **Notice and Right to Cure**

- A. Notices. As a precondition to pursuing any remedy for an alleged default by Tenant, Landlord shall, before pursuing any remedy, give notice of default to Tenant.
- B. Method of Giving Notice. Landlord shall give notice of default by either personal service or by first class mail.
- C. Tenant's Right to Cure Default(s). If the alleged default is nonpayment of rent, Tenant shall have five (5) days after the notice is given to cure the default. For the cure of any other default, Tenant shall promptly and diligently cure the default and shall have thirty (30) days after notice is given to complete the cure.
- D. Non-Waiver. Acceptance by Landlord of any rents shall not be deemed to be a waiver by it of any breach by Tenant of any of its covenants contained in this Lease or of the right of Landlord to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Landlord of any breach by Tenant shall not be deemed to be a waiver of the right of Landlord to declare forfeiture for any other breach or of any other covenant.

8.03 **Right of Landlord to Protect Against Default**

If Tenant fails to observe or perform any of its covenants contained herein, Landlord, at any time thereafter and with seven (7) days' notice, or in the case of a situation deemed by Landlord 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 Tenant, and shall not be liable to Tenant 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 Landlord in observing or performing such covenant shall constitute additional rents, which Tenant shall forthwith pay to Landlord upon statements therefore.

8.04 Landlord's Remedies

If any default by Tenant shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default, Landlord 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 Landlord 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. Landlord may, at Landlord's election, terminate this Lease in the event of default by giving Tenant notice of termination. On the giving of the notice, all Tenants' rights in the Leased Premises shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Leased Premises and all Improvements not required to be removed, and Landlord may re-enter and take possession of the Leased Premises and all remaining improvements. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or accruing against Tenant, or any other relief available to Landlord.
- B. Recovery of Rent. Landlord shall be entitled, at Landlord's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of twelve and a half (12.5%) percent from the due date of each installment.
- C. Tenant's Personal Property. Landlord may, if Tenant fails to remove personal property or Tenant's improvements within the time allowed above, use Tenant's personal property, Tenant's improvements and 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 Tenant.
- D. Damages. Landlord shall also be entitled, at Landlord'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 Landlord.
- E. Application of Sums Collected by Landlord. Landlord 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 Landlord. 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 Tenants. Fourth, to the fulfillment of Tenant's

covenants to the end of the Lease term; and finally, to Landlord's uses and purposes.

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

ARTICLE 9 GENERAL PROVISIONS

9.01 Landlord's Right to Entry, Inspection and Repair

Landlord may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Tenant or its authorized representative, after giving twenty-four (24) hours advance notice to Tenant of such inspection. To protect the confidentiality of Tenant's clients, Landlord shall take every step possible to not enter without the presence and consent of Tenant except in an emergency or upon agreement by Tenant, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Landlord may enter and inspect the Leased Premises on reasonable notice to Tenant (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Tenant, 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 Landlord solely in its capacity as Landlord hereunder and not in any other capacity.

9.02 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 Landlord:
City Manager
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559
With Required Copy to:

City of Bethel Legal Department
PO Box 1388
Bethel, Alaska 99559-1388

To Tenant:
AVCP

9.03 Covenants and Conditions

Every provision in this Lease which imposes an obligation upon Tenant or invests an option, power, or right in Landlord shall be deemed to be a covenant of Tenant in favor of Landlord, and the time of observance and performance by Tenant of each such covenant shall be of the essence. Full and faithful observance and performance by Tenant of each of its covenants contained in this Lease shall be a condition of this Lease.

9.04 Integration and Amendment

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 Landlord and Tenant 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 Landlord and Tenant.

9.05 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 Landlord, within thirty (30) days of receipt of written notice of such holding, Landlord shall have the right and option, exercisable by written notice thereof to Tenant, 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.

9.06 Binding Effect

This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns. The designations "Landlord" and "Tenant" 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 Tenant is more than one person or entity, including persons who are partners and operate Tenancy as a partnership, their liability thereunder shall be joint and several.

9.07 Landlord's Authority to Convey Fee Title

Landlord 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.

9.08 Tenant's Authority to Execute Lease

The Tenant represents that the person signing this Lease on its behalf has been duly authorized to sign this Lease and has the authority to bind the Tenant.

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.

IN WITNESS WHEREOF. Landlord and Tenant have duly executed and acknowledged this Lease.

CITY OF BETHEL

AVCP

Peter A. Williams
City Manager

Vivian Korthuis
CEO

CITY OF BETHEL

Resolution # 19-03

PROJECT SPONSORSHIP FOR COMMUNITY TRANSPORTATION PROGRAM ADMINISTRATION AND MAINTENANCE COMMITMENT

- WHEREAS,** the City of Bethel has an opportunity to submit an application to the Alaska Department of Transportation and Public Facilities (ADOT&PF) for the Community Transportation Program to nominate a transportation project, that if funded, will be included in the Statewide Transportation Improvement Program (STIP) 2020-2023 as outlined in ADOT&PF's Community Transportation Program application packet for 2020-2023;
- WHEREAS,** the City of Bethel is participating as an eligible project sponsor in the ADOT&PF Community Transportation Program;
- WHEREAS,** federal monies are available under a Community Transportation Program, administered by ADOT&PF, for the purpose of creating and promoting the planning and development of transportation projects in Alaska;
- WHEREAS,** the City of Bethel acknowledges availability of the required match of no less than 9.03% of total project cost and agrees to contribute **\$175,004**;
- WHEREAS,** after appropriate public input and due consideration, the governing body of the City of Bethel recommends that an application be prepared and submitted to the State of Alaska for the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project in the Bethel Heights Subdivision;
- WHEREAS,** the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project includes the rehabilitation of Akakeek Street, Ptarmigan Street from Lulu Heron building to Delapp Drive, and all of Delapp Drive;
- WHEREAS,** the closure of Tundra Ridge Road in 2008 due to private property issues contributed to the heavy traffic on Ptarmigan, Akakeek, and Delapp Streets;
- WHEREAS,** in the dense housing area of the Bethel Heights Subdivision, a high number of pedestrians and bicyclists share the road with heavy trucks, automobiles, four-wheelers, and snowmachines;
- WHEREAS,** the poor condition of the road increases the risk of injury as users avoid potholes, puddles, flooded areas, and other users;

Introduced by: Acting City Manager Howell
Date: May 14, 2019
Action:
Vote:

WHEREAS, the City of Bethel believes that significant road improvements involving design and construction from the base to the surface will yield tremendous safety benefits;

NOW, THEREFORE, BE IT RESOLVED that:

- Section 1. The City of Bethel, as project sponsor, does hereby authorize the City Manager to prepare, sign, and submit an application to the ADOT&PF for Community Transportation Program funds on behalf of the citizens of the City of Bethel.
- Section 2. The City of Bethel hereby assures the ADOT&PF that sufficient funding for the City of Bethel's matching contribution for the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project is available.
- Section 3. The City of Bethel hereby assures the ADOT&PF that the City of Bethel will commit to the following:
- Ownership and management responsibilities of Akakeek Street, Ptarmigan Street and Delapp Street,
 - maintenance and operations responsibilities of Akakeek Street, Ptarmigan Street and Delapp Street, and
 - that sufficient funding for the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project will be available to use over the life of the project.
- Section 4. The Bethel City Council of the City of Bethel supports the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project and agrees, subject to available STIP funding and programming by ADOT&PF, to enter into a memorandum of agreement with the State of Alaska DOT&PF, in accordance with 17 AAC 05.175(I), for the design, construction, transfer, or maintenance of a STIP project pertaining to the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project.

ENACTED MAY 14, 2019 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Fred Watson, Mayor

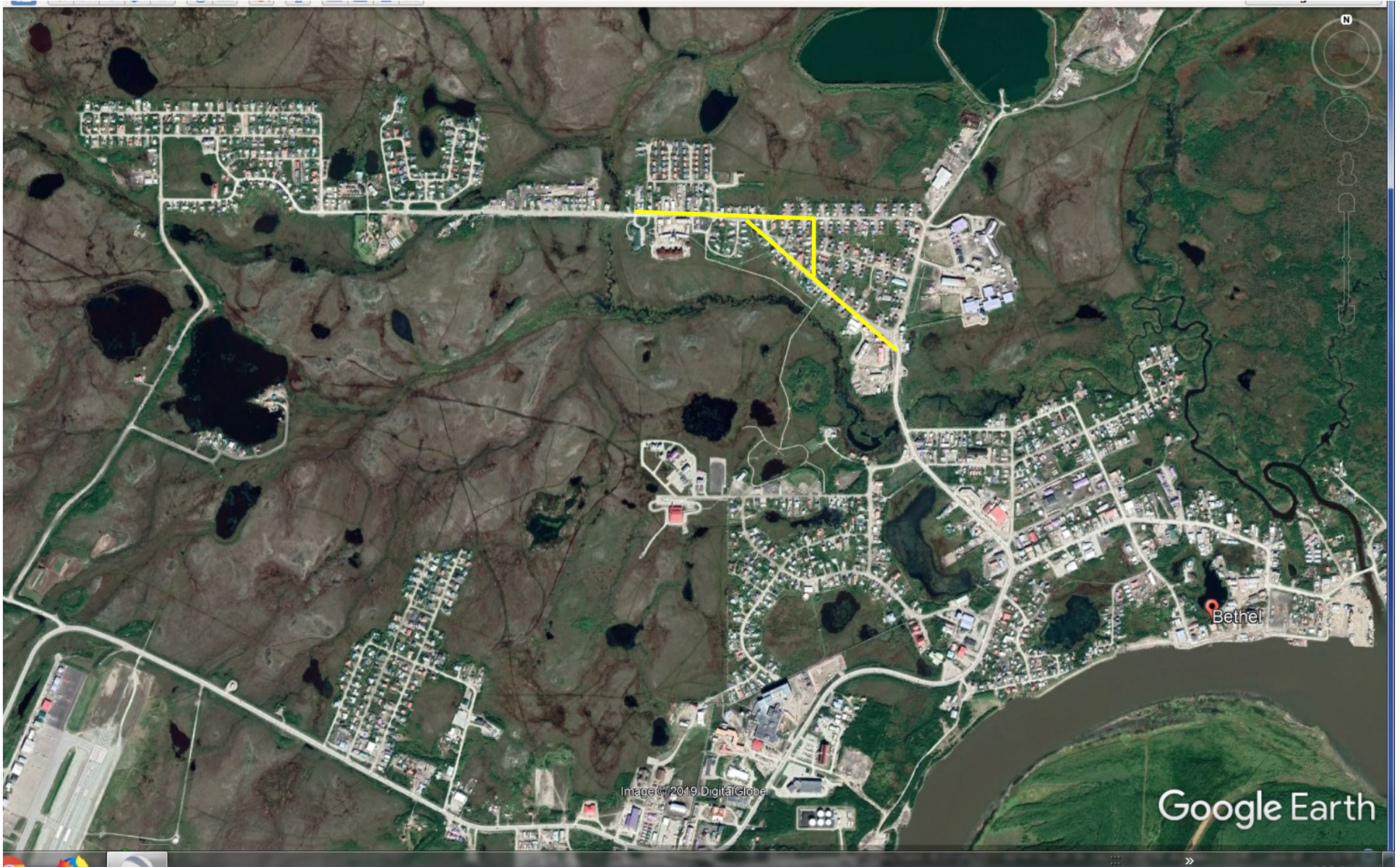
ATTEST:

Lori Strickler, City Clerk

Bethel, Alaska

Potential 2020-2023 STIP Road Nomination

Map of Akakeek, Ptarmigan, and Delapp Heavy Use Road Improvement Project



Description: Ptarmigan Street from Lulu Heron driveway on the west side to Delapp Street = 2,141 linear ft.

Delapp Street = 745 linear ft.

Akakeek Street = 2,102 linear ft.



CITY OF BETHEL, ALASKA

Resolution #19-04

A RESOLUTION BY THE BETHEL CITY COUNCIL ESTABLISHING A CITY COUNCIL TRAVEL POLICY

WHEREAS, the Bethel City Council establishes a budget annual to account for many of the known travel and training opportunities provided to the members;

WHEREAS, the establishment of a City Council Travel Policy will provide the public officials a regulation and standard on what is and is not considered reimbursable travel, meal, and lodging expenses;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council establishes the following Travel and Training Policy and require any modification to the Policy be provided through resolution.

If any part of this policy becomes in conflict or inconsistent with Municipal, State or Federal laws, the provisions of law shall control.

Should any of the clauses, sentences, paragraphs, section or parts of this Policy be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this policy.

This policy shall be effective immediately upon passage of this resolution.

I Policy Statement

The City hereby expressly acknowledges its responsibility to wisely administer limited public resources and to expend them only when there will be a substantial benefit to the City and its residents. Accordingly, it is the intent of this policy to establish rules and guidelines governing coverage of city council members travel costs for actual and necessary expenses incurred in the performance of official duties.

This policy shall be formally adopted by the City Council and any changes thereto shall also be adopted by City Council.

II Definitions

For purposes of this policy, the following definitions shall apply:

- A. Event means conference, seminar, meeting and other official City of Bethel functions.

- B. Per Diem means an allowance paid to council members for meal expenses incurred when traveling on City business. This allowance is in lieu of reimbursement of actual expenses.
- C. Reasonable hours of travel means travel by council members between 7 a.m. and 11 p.m.

III Authorized Travel

The City may make payments for airfare, lodging, registration, per diem and incidentals if approved by the Council.

Expenses incurred by city council members participating in the following activities and/or events constitute authorization if funds are available in the city council travel budget and as long as the other requirements of this policy are also met:

- A. Alaska Municipal League Newly Elected Official's Training and the Alaska Municipal Conference held annually in November- applies to council members.
- B. Alaska Conference of Mayor's Conference held in February, August and November- applies to mayor.
- C. Alaska Municipal League Board Meetings-applies to board member. Most travel costs are reimbursed by Alaska Municipal League.
- D. All other travel must be approved in advance by the Council in an open city council meeting, and must include an estimate of the cost of the travel.

IV Unauthorized Expenses

The following expenditures incurred by city council members in the course and scope of their official duties shall not be reimbursed:

- A. The personal portion of any trip.
- B. Political contributions or events sponsored by or affiliated with political parties.
- C. Family or friend expenses, including those of a partner when accompanying Council member on official business, child or pet care.
- D. Entertainment expenses, including theatre, shows, movies, sporting events, golf, spa treatments, etc.
- E. Non-mileage personal automobile expenses including repairs, insurance, gasoline, traffic citations.
- F. Personal losses incurred while on City business.
- G. Reimbursement request in excess of \$20 without a receipt with sufficient information on its face to indicate the nature and date of the charge. All reimbursement receipts must be submitted within sixty days from the date of return.

V Authorized Expenses

All travel on city business shall be planned to provide for the most economical mode of transportation reasonably available. Transportation costs are provided at the most reasonable means of transport. As an example if a council member chooses to fly first class the City will reimburse the coach rate and the council member will be responsible for the difference.

Travel expenses shall be authorized for days actually spent on city business and travel to and from the event. Travel days may not exceed one day before and/or after the event. Travel days before and after the event are only authorized if the travel schedule prohibits travel at reasonable hours on the beginning and ending days of the event. Travel expenses for more than one day of travel to and from an event must be approved in advance by the City Council. Council members do not need council authorization to add personal travel days on to business travel as long as there are no reimbursable expenses requested during the personal travel.

A. Air Transportation

Allowable costs for air travel shall be calculated by using the coach airfare on the lowest available airfare for a regularly scheduled flight which reasonably accommodates the time of travel requested.

Council members who purchase their own airfare are entitled to reimbursement in the amount equal to the standard established above.

If personal travel is combined with business related travel, the council member shall be responsible for paying the increase in airfare necessary to accommodate the personal part of the flight.

If changes in travel plans occur that are the result of city business requirements, any associated costs shall be paid by the City. However, any increases in the costs of travel due to changes for personal convenience will be borne by the council member.

B. Vehicular Transportation

1. Use of personal vehicle shall be authorized at a rate of .54 per mile. The City's insurance does not cover the use of personal vehicles.
2. Use of rental car shall be authorized only if it is the most economical method to complete business travel requirements. If other vehicular transportation options such as taxi or ride-sharing services are less expensive and are able to reasonably meet the business needs of the traveler, then a rental car shall not be reimbursable. Rental car options such as car insurance, GPS or pre-paid gas are not eligible for reimbursement. The companion's use of the rental car or personal use by a council member is not subject to the City's coverage.
3. Use of taxi and public transportation are authorized to and from the event.

VI Lodging

Authorized expenses for lodging is for a single room rate and should correspond to the defined reasonable hours of travel. If the conference or meeting concludes later than two hours before a flight within the reasonable hours of travel, the council member shall be entitled to an additional night of lodging.

Lodging shall be arranged at the location of the event. If lodging is not available at the event site, an attempt should be made to arrange lodging within walking distance of the event if a reasonable rate is available.

VII Meals

Council members shall be entitled to payment of advanced meal per diem allowance. The City Clerk's Office will if possible provide council members with meal per diem allowance at the rate provided below in advance of their travel. The amount of per diem advance may not exceed the associated meal per diem allowance. Per Diem allowance rates include gratuity.

1. Breakfast: Per Diem allowance is approved if the council member's travel begins before 10:00a. The per diem allowance for breakfast shall be at a rate of \$12.
2. Lunch: Per Diem allowance is approved if the council member's travel begins after 11:00a and before 2:00p. The per diem allowance for Lunch shall be at a rate of \$16.
3. Dinner: Per Diem allowance is approved if the council member's travel begins after 5:00p and before 9:00p. The per diem allowance for dinner shall be at a rate of \$32.

If meals are available at no cost to the traveler (other than airline meals and snacks), such as meals provided at conferences or by others at meetings, or if meal costs are reimbursed from other sources or reimbursed as representational expenses, the per diem allowance shall be adjusted by reducing the daily per diem associated with each meal provided or reimbursed by other means.

VIII Trip Cancellations

In the event a council member cancels a trip for which the City has already incurred costs, the member is responsible for any charges associated with the cancelation unless the City Council approves otherwise.

ENACTED THIS 14th DAY OF MAY 2019 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Introduced by: Council Member Albertson
Date: May 14, 2019
Action:
Vote:

Fred Watson, Mayor

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	19-29		
Date action introduced:	May 14, 2019	Introduced by:	Acting City Manager Howell
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to prepare and submit the FY 2020 Community Service Patrol grant application in the amount of \$323,081 and contribute \$32,308 of dispatch services as in-kind match.

Attachment(s): FY 2019 CSP Transport Statistics; FY 2019 Grant Agreement Terms and Conditions; Tentative FY 2020 CSP Program Budget.

Department/Individual:	Initials:	Remarks:
Administration / Peter Williams	PW	
Finance / Christine Blake	CB	
Police / Burke Waldron	BW	
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
	Funds in City Budget.	
\$323,081 / \$32,308 in-kind	Requires funding in FY 2019 Budget. 27-50-Object	

Summary Statement

The Department of Health and Social Service (DHSS), Division of Behavioral Health, intends to continue funding the Bethel Community Service Patrol (CSP) and Sobering Center Program for an additional grant year (July 1, 2019 – June 30, 2020). By submitting an application, the City is confirming that staffing, strategies, objectives, and timelines for service delivery will remain the same as in the current year. The City must a 10% match or \$32,308. The FY 2019 CSP grant application is due May 23, 2019.

The goal of the CSP Program is to save lives through proper care, transportation, and placement of individuals who cannot care for themselves due to alcohol intoxication. In FY 2018, the Bethel Community Service Patrol members picked up 1,777 people who needed help due to their level of intoxication. These individuals were evaluated by staff and transported to the appropriate facility (sobering center, hospital, correctional/DETOX facility, and/or private residence).

The City plans to spend nearly the entire grant (\$313,150) on salaries, benefits, and overtime pay for three Community Service Patrol Officers. The Police Department will purchase apparel, outdoor gear, medical supplies, gasoline, and pay for CSP cell phones from grant funds. The City may alter its approved grant budget with a Line Item Budget Revision (LIBR) request to DHSS and DHSS approval.



City of Bethel

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

907-543-1386

Fax # 543-1388

Website: www.cityofbethel.org

To: Bethel City Council

From: John Sargent, Grant Manager

Subject: Community Service Patrol Grant Statistics

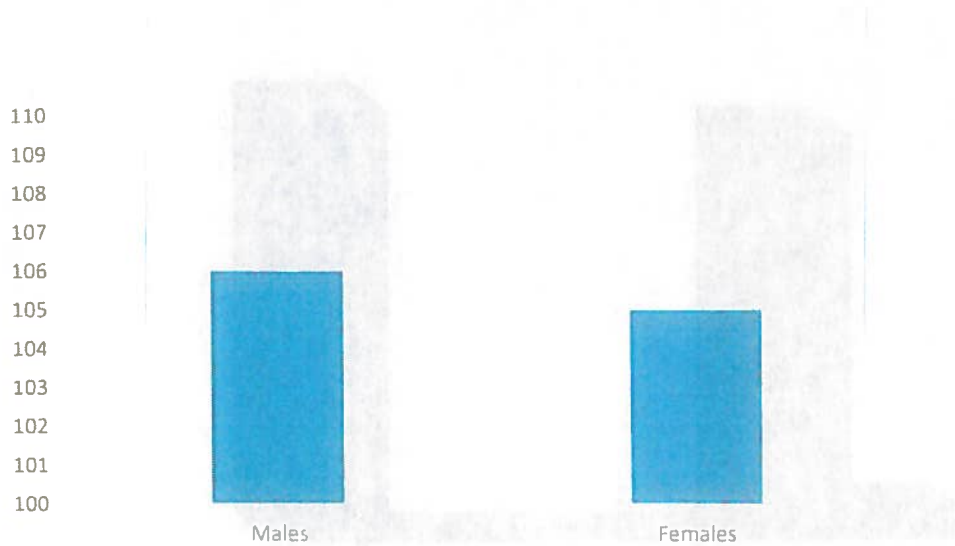
Date: April 22, 2019

Three Community Service Patrol officers work 12-hour shifts to respond to calls for service, assess the physical conditions of individuals, and transport those individuals who are intoxicated or on drugs and deliver them to one of four places. Each CSP records the delivery and these records are then summarized by the Police Lieutenant for quarterly reports to the grantor. The four delivery sites, recorded by acronym, are: Yukon Kuskokwim Correction Facility (YKCC), Sobering Center (SC), Private Residence (PR), or the Yukon Kuskokwim Health Corporation/Emergency Room (YKHC/ER), as needed. If the individual is able to care for himself or herself, the acronym is ATCFS (Able To Care For Self).

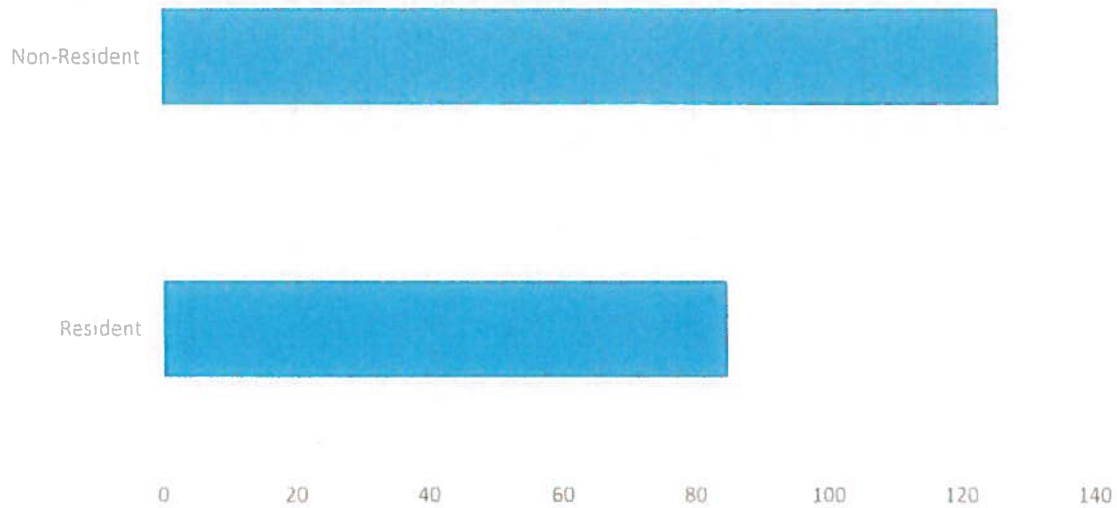
CSP pick-up and delivery statistics are provided on the following pages for three quarters of FY 2019 (July 1, 2018 – Sep. 30, 2018, Oct. 1 – Dec. 31, 2018, and Jan. 1 – Mar. 31, 2019). The demographic statistics collected for those transported show the number of males and females and number of residents and non-residents of Bethel. The statistics also shows the number of people dropped off at each of four places or left to care for self.

1st Quarter Totals

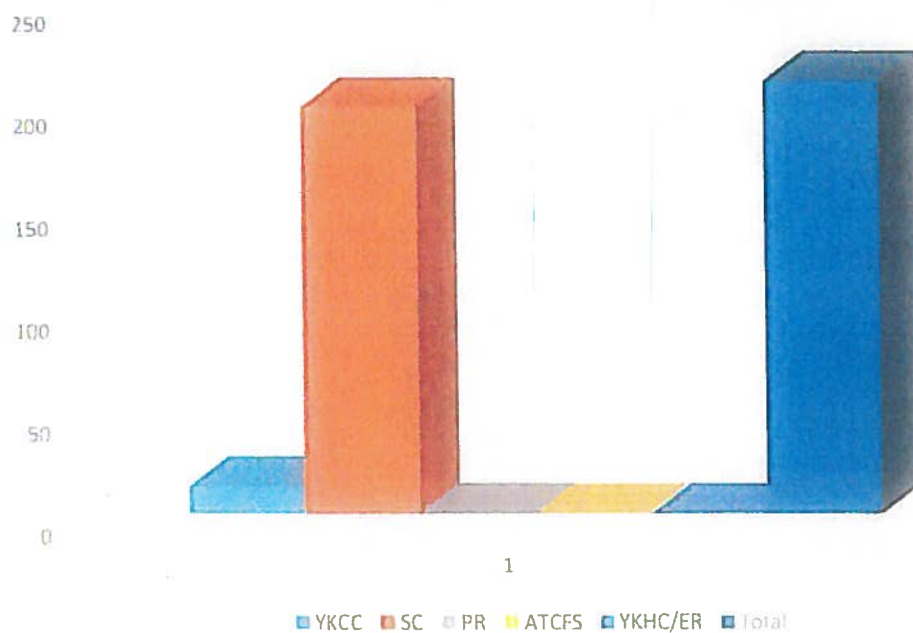
<u>Males</u>	<u>Females</u>	<u>Total</u>
106	105	211



<u>Resident</u>	<u>Non-Resident</u>	<u>Total</u>
85	126	211



<u>YKCC</u>	<u>SC</u>	<u>PR</u>	<u>ATCFS</u>	<u>YKHC/ER</u>	<u>Total</u>
13	198	0	0	0	211

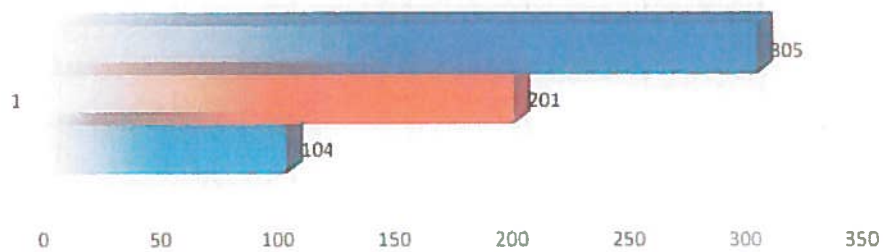


2nd Quarter Totals

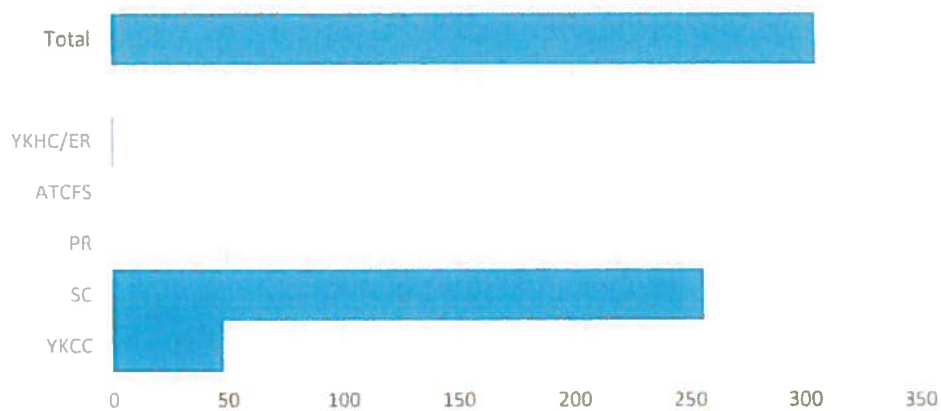
<u>Males</u>	<u>Females</u>	<u>Total</u>
156	149	305



<u>Resident</u>	<u>Non-Resident</u>	<u>Total</u>
104	201	305

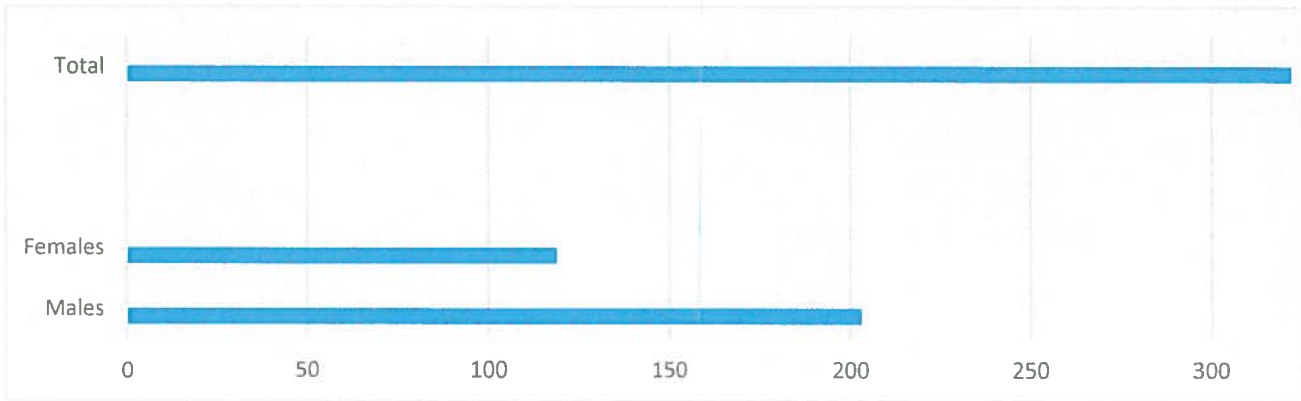


<u>YKCC</u>	<u>SC</u>	<u>PR</u>	<u>ATCFS</u>	<u>YKHC/ER</u>	<u>Total</u>
48	256	0	0	1	305

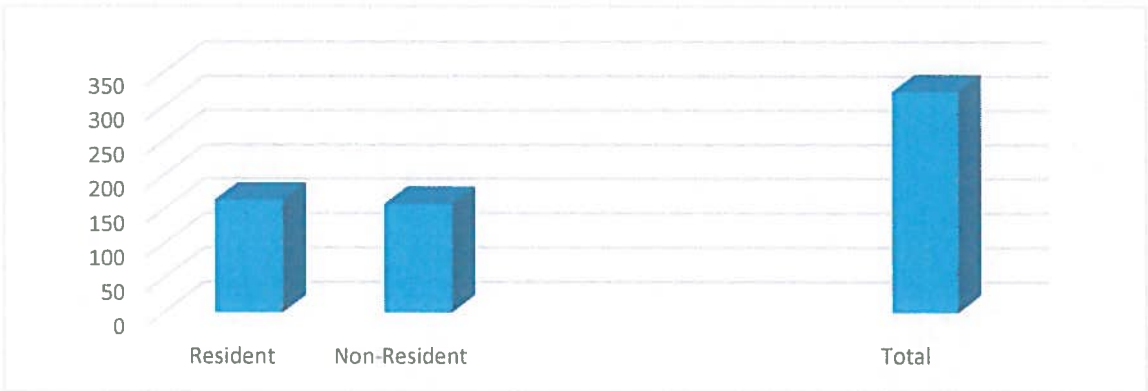


3rd Quarter Totals

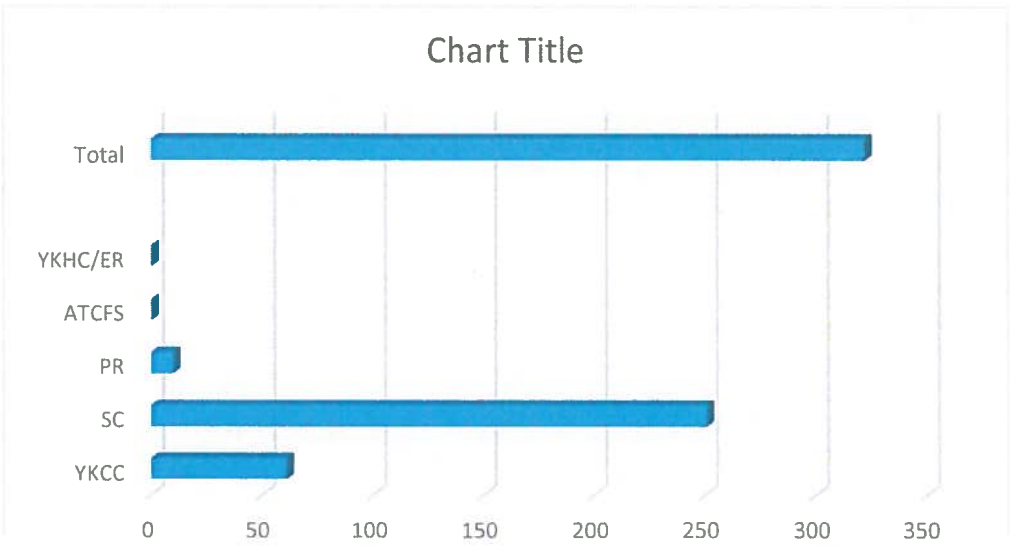
<u>Males</u>	<u>Females</u>	<u>Total</u>
203	119	322



<u>Resident</u>	<u>Non-Resident</u>	<u>Total</u>
164	158	322



<u>YKCC</u>	<u>SC</u>	<u>PR</u>	<u>ATCFS</u>	<u>YKHC/ER</u>	<u>Total</u>
61	251	10	0	0	322



Grant Agreement

Program Name		Grant Award Number	602-203-19002
Bethel Community Service Patrol and Sobering Center		Fiscal Year	2019
		Relationship Type	Sub Recipient
Approved Grant Project Budget Period			
Beginning	7/1/2018	Issue Date	7/13/2018
Ending	6/30/2019	Amount	\$323,081
Grant Duration	Fiscal Year 4 of 5	DUNS	82508459
Name and Mailing Address of Grantee		Service Area(s)	
Bethel, City of 300 State Highway Bethel, AK 99559		Bethel	
Grantee Contact	John Sargent	Grants Administrator	Victoria Gibson
Grantee Phone	(907) 543-1386	Grants Administrator Phone	(907)465-4738

Approved Budget Summary				
Cost Category BC Name	Grant Award	Match		Total Project Cost
	Total Award	Required Match	Additional Match / Project Support	
100 Personal Services	\$300,418	\$0	\$0	\$300,418
200 Travel	\$2,525	\$0	\$0	\$2,525
300 Facility	\$0	\$32,308	\$0	\$32,308
400 Supplies	\$14,194	\$0	\$0	\$14,194
500 Equipment	\$3,944	\$0	\$0	\$3,944
600 Other Costs	\$2,000	\$0	\$0	\$2,000
Total Direct Costs	\$323,081	\$32,308	\$0	\$355,389
700 Indirect Costs	\$0	\$0	\$0	\$0
Total Costs	\$323,081	\$32,308	\$0	\$355,389

Agencies expending \$750,000 or more total federal financial assistance in a fiscal year may be required to comply with the Federal Single Audit Act. This grant contains \$0 federal funds.

I certify that I am authorized to negotiate, execute, and administer this agreement on behalf of the agency named above, and hereby consent to the terms and conditions of this agreement including all articles listed on all pages.

Authorized Grantee Representative: John Sargent, Grant Manager, Bethel, City of		Date
X	John Sargent <i>John Sargent</i> Peter Williams	10/10/2018
Authorized DHSS Representative: Michael Frawley, Grants and Procurement Manager		Date 10/10/2018
X	<i>Michael Frawley</i>	

Milestones

Please view the Award in GEMS for details on Milestones, Payments, and Reporting.

End Date	Name	Type	Status
07/01/2018	Award Execution	Award Execution Date	Report(s) Approved
09/30/2018	Q1	Fiscal Period	Scheduled
12/31/2018	Q2	Fiscal Period	Scheduled
03/31/2019	Q3	Fiscal Period	Scheduled
06/30/2019	End of Award	Award End Date	Scheduled

Federal Award Detail

Project Deliverables (Agency Tasks)

Please make sure you view in GEMS the Project Deliverables associated with this grant award. Completion of Project Deliverables may be necessary prior to full execution of this award. It is the grantee's responsibility to continuously monitor the Project Deliverables throughout the fiscal year for completion.

Terms and Conditions

1. The Department of Health and Social Services (grantor) and the grantee agree to comply with all applicable laws, the terms and conditions pertaining to the grant and services identified herein and incorporated into this agreement by reference, including 7 AAC 78, the Request for Proposals, the approved grant application, and the items listed below:
 - i. Special Conditions to this grant agreement,
 - ii. Privacy and Security Procedures for grantees,
 - iii. All other applicable items as required by the terms and conditions of the documents incorporated into this agreement, which may include but are not limited to: Federal Certifications, Waiver of Sovereign Immunity, and program specific reporting forms.
2. Subject to the availability of spending authority to the grantor to fund this grant and provided such spending authority is not revoked, rescinded, reduced or withheld, the grantor and grantee agree the amount awarded for the grant project is as indicated in this agreement. The grantor will promptly provide the grantee written notice if funding under this award is revoked, rescinded, reduced, or withheld and the effective date of such action.
3. The grantor's share of a grant project cost is earned only when the cost is incurred and the grantee's share of the cost has been contributed to the grant project. Receipt of funds from the grantor (either through advance or reimbursement) does not constitute earning of these funds.
4. Unless otherwise allocated in the approved grant project budget, or as approved by grantor, grantor funds shall be expended on a prorated basis with any required match or additional support funds according to their percentage of the total approved grant project budget.
5. The minimum required match is 10.00%. The grantee is agreeing to provide the matching contribution detailed in the required match column of this agreement.
6. Grant income, as defined in 7 AAC 78.950 (17), that is earned by a grantee must be used in accordance with 7 AAC 78.210. Grant income revenue and expenditures must be reported to the grantor if identified as match to this grant; and where other state and federal laws apply.
7. The grantee shall indemnify, hold harmless, and defend the grantor from and against any claim of, of liability for error, omission or negligent or intentional act of the grantee under this agreement. The grantee shall not be required to indemnify the grantor for a claim of, or liability for, the independent negligence of the grantor. If there is a claim of, or liability for, the joint negligent error or omission of the grantee and the independent negligence of the grantor, fault shall be apportioned on a comparative fault basis. The terms "grantee" and "grantor", as used within this article, include the employees, agents, and other contractors, or grantees who are directly responsible, respectively, for each. The term "independent negligence" is negligence other than in the grantor's selection, administration, monitoring, or controlling of the grantee and in approving or accepting the grantee's work.
8. Funds awarded through this grant may be reduced, withheld, or terminated by written notice from the grantor to the grantee at any time for violation by the grantee of any terms and conditions of this agreement, or when such action is deemed by the grantor to be in the best interest of the state.
9. For any licenses, permits or certifications required for a grantee to provide services under this agreement, if at any time during the term of this agreement, the required licenses, permits or certifications are in jeopardy for any reason, or have been revoked, rescinded or canceled, or a grantee otherwise loses the credentials necessary to receive a grant under either State or Federal law, the department may take whatever corrective action is necessary to protect the best interests of the clients served and the best interests of the State of Alaska.
10. General Administration:

- i. The payment schedule including percentages and projected advance amounts are outlined in the Award section of Grants Electronic Management System (GEMS). Within 15 days after the grant agreement is fully executed, the grantor will make the initial advance payment. Subsequent advance payments will be based on receipt and approval of all required reports and compliance with grant and program requirements. Advances will equal a percentage of the total award less any funds not expended from prior advances; except that the grantor will withhold a percentage of the total award for final payment, until the grantor has received and approved all reports and the grantee has met all conditions of this agreement. If a grantee does not meet the identified Results Based Budgeting framework performance measures, the remaining 5% may be withheld. Under circumstances necessary to the success of the grant project, advance payments may exceed the projected percentages.
 - ii. Reporting schedules are outlined in the Reporting section of GEMS. The grantee will submit expenditures using Cumulative Fiscal Reports (CFR) to the grantor in the format prescribed by the grantor through GEMS. Unless the grantor approves an extension of time, the grantee will submit a CFR to reach the grantor by the due dates indicated in the Reporting section of GEMS. CFRs must advise the grantor of the grantee's expenditures for costs allowable under 7 AAC 78.160 and the terms of this agreement.
 - iii. Due with the final year-end CFR grantees must also provide to their grants administrator listed on the face page of this grant agreement a detailed list of encumbrances that have been included as current year expenditures in the year-end CFR, as required in 7 AAC 78.190(d), and defined in 7 AAC 78.950(13) or those costs will be disallowed.
 - iv. Failure to submit correct CFRs on or before the deadlines stated in the Reporting section of GEMS may result in denial of payments due to the grantee. No part of the grantee's duty to return excess funds or funds determined by audit to have been improperly expended, as required in 7 AAC 78.230 (b) and (c), is affected by this provision. The grantee will return all such excess funds to the grantor upon submission of corrected CFRs and/or audit, or immediately upon later determination that a refund is due.
 - v. Reporting schedules are outlined in the Reporting section of GEMS. The grantee will submit program reports to the grantor in the format prescribed by the grantor. Unless the grantor approves an extension of time, the grantee will submit program reports to reach the grantor by the due dates indicated in the Reporting section of GEMS. Reports must be completed in the format prescribed by the grantor and submitted through GEMS. The department shall determine, based on reporting, if the grantee has met the identified outcomes consistent with the expectations and mission of the department. This determination will aid in the department's decision regarding award and funding for subsequent years. If the program report contains Protected Health Information (PHI), the grantor will contact the Department of Health and Social Services Program Manager for instructions on the secure transmission of the program report. Unless otherwise noted in the special conditions of award or items 10 ii-vi, all reports not available for submission through GEMS must be coordinated with the grants administrator listed on the face page of this grant agreement.
 - vi. All proposed changes to the approved grant project are subject to the requirements of 7 AAC 78.260. Requests for budget changes subject to 7 AAC 78.260(f), shall be submitted through GEMS as a Line Item Budget Revision request (LIBR).
11. The grantee shall maintain accurate property records for all property purchased with grant money, as defined in 7 AAC 78.950(18), and make those records available to the grantor upon request in accordance with 7 AAC 78.280.

Special Conditions of Grant Award

Program Special Conditions:

1. [Enter special conditions that apply across the entire program here. Understanding special conditions: The grantee has the capacity to comply and the division must concur. A special condition may result in a Project Deliverable as well.]

Grantee Specific Special Conditions:

1. [Enter special conditions that apply only to the grantee here. If there are only program-wide special conditions, please delete this section.]

Community Service Patrol Program (27-50)		FY16 Actuals	FY17 Actuals	FY18 Pre Audit Actuals	FY 2019 Budgeted	FY19 Mid Year Actuals	FY20 Proposed
PERSONNEL:							
	Salaries, Benefits & Taxes		132,400	166,001	200,725	110,076	230,184
	Overtime		2,612	19,449	8,308	5,957	10,000
	Employee Group Health Benefits		67,076	32,832	66,636	21,806	72,966
	Revision to Personnel Budget						
	Total Personnel	199,130	202,088	218,282	275,669	137,839	313,150
MATERIALS, SUPPLIES AND SERVICES:							
545	Training/Travel	25					
561	Supplies	652	6,517	2,901			1,500
563	Wearing Apparel	157	5,229	5,472	3,000		1,500
570	In-Kind Expenses	30,180		32,308			32,308
602	Gasoline/Diesel/Oil	2,243		3,575	9,000	1,933	3,431
622	Telephone	687	583				
623	Heating Fuel			102			
627	Staff Cell Phones			108		229	500
649	Professional Services						
668	Dispatch Services	24,000					
683	Minor Equipment	34,378	2,413	21,948	2,000	676	1,500
690	Vehicles	32,329	48,223				
721	Insurance	8,183	5,276	1,513	2,000		1,500
	Total MS&S	132,834	68,241	67,927	16,000	2,838	42,239
	Total Operating Expenditures	331,964	270,329	286,209	291,669	140,677	355,389
875	<i>Indirect Cost Recovery</i>						
	NET Operating, Debt, Project & Capex	331,964	270,329	286,209	291,669	140,677	355,389

Community Service Patrol Program (27-50)

			FY19 Budget	FY20 Proposed Budget
PERSONNEL				
R5	28101	Community Service Patrol	47,286	47,339
R5	28102	Community Service Patrol	46,157	46,184
R5	28103	Community Service Patrol	45,031	46,184
		Wages	138,474	139,707
		Shift differential @ 6% of base wages	8,308	8,382
		Overtime	-	10,000
		Annual Increase 5%		6,985
		Subtotal	8,308	25,368
		Total Wages	146,782	165,075
		Leave Cashout/Payout 8% of Union FTE Base Wages	6,924	11,177
		Medicare @ 1.45% of Total Wages	2,128	2,394
		Unemployment Ins @ 2.23% of Wages (W/ \$39,800 cap)	2,663	2,663
		Employee Group Benefits	66,636	72,966
		Workers' Compensation @ 5.3791/\$100	4,564	8,880
		PERS @ 22% of FTE Wages	32,292	36,316
		Utility Benefit @ \$380/mo/ FTE @ 3	13,680	13,680
		BENEFITS & TAXES	128,887	148,075
		TOTAL PERSONNEL	275,669	313,150

City of Bethel Action Memorandum

Action memorandum No.	19-30		
Date action introduced:	May 14, 2019	Introduced	Mayor Watson
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Confirming Option A, Contracting with a Professional Recruitment Firm to Assist the City in the City Manager Recruitment Process.

Amount of fiscal impact:	Account information:
City Clerk will forward quotes once they are received.	10-51-669 (FY 2020 Budget)

The Action Memorandum lists the approval of Option A, detailed below. If Option B is the preferred course of action, the AM Action above should be amended to reflect Option B.

ACTION 1.

The first step in the recruitment process will be to identify

Option A.

Private Executive Recruiting Firm

PROS	CONS
Provides expertise in the process, will guide the City through the steps and help ensure the Administrative Profile is appropriate for the market	Potentially more expensive
Will have more time to dedicate to actively solicits candidates	May not be familiar with the uniqueness of the community
Will save council time by prescreening candidates	May limit the City's ability to reach out to individuals since the recruiting firm will require the "finder's fee" regardless of where the recruitment was made
Should speed up the recruitment process for the organization.	
Some firms offer a guarantee if the employee doesn't work out.	

Option B.

Council/Staff Administered Recruitment Process

PROS	CONS
Potentially less expensive.	Requires more time from Council Members and Staff
Provide Council with the greatest involvement in the process	Staff/Council may not have the connections to solicit or know of potential candidates
	Recruitment will interfere with normal city business and require extensive staff time for City Clerk and HR Manager
	Recruitment timeline is likely to take longer.

Option A Actions2-5

2. Set up a meeting to evaluate the recruitment firms and select the firm to contract with.
3. Direct Administration to negotiate a contract with BLANK firm for recruitment services to be brought back to the City Council for approval.
4. The firm would meet with the council to determine the City Manager profile.
5. The firm will then coordinate the overall process and assume responsibilities for tasks until it is time for the council to select and interview candidates. Progress reports will be provided to the Council.

Option B Actions 2-6

2. Set up a meeting to review and finalize:
 - a) Administrative profile (job descriptions, qualification, salary)
 - b) what should be included with each application (resume, cover letter)
 - c) deadline for application submission (at least four weeks)
3. Approve Budget Modification for Job Advertisements.
4. Establish the recruitment committee who will be responsible for interviewing the candidates and narrowing down the list.
5. Determination of ideal schedule for recruitment.
6. Begin evaluating the candidates/hold interviews



City of Bethel
City Manager's Office
PO Box 1388
Bethel AK 99559
(907) 543-1373 / (907) 543-2946 (fax)
Email: PWilliams@cityofbethel.org
www.cityofbethel.org

April 18, 2019

Bethel City Council
PO Box 1388
300 State Highway
Bethel, AK 99559-1388

Re: Application for Retail Marijuana License

Mayor, Vice-Mayor and Members of the City Council:

In the matter of an application by Alaskabuds, LLC, to be located at 660 Third Avenue, Suite B, Bethel, AK 99559; License Number 18735 – State of Alaska Alcohol & Marijuana Control Office and in accordance with AS 17.38.210.

Bethel Municipal Code (BMC) section 5.10.020 requires the City Manager to provide a written report to the City Council, with a copy to the Applicant, listing any objections to the issuance of the application.

According to BMC 5.10.020(c), the City Planner, City Finance Director, Fire Chief and Police Chief shall forward written statements to the City Manager outlining their findings:

- a) Finance Director: Alaskabud has not applied for a City Business License. They have a license to do business from the State of Alaska.
- b) Fire Chief: There has been no EMS calls to the building. Alaskabud didn't provide enough information regarding fire and safety-code compliance. Did not provide a State Fire Marshall safety plan. The Fire Dept. is also requesting a fire road be installed around the property which would include Nicholson's Auto shop.
- c) Planning Director: They have obtained Cond. Use Permit, providing they provide seven more parking spaces that are well lit and well-marked.
- d) Police Chief: The building is occupied by another retailer and any calls would not be related to Alaska Bud.

City Manager Concerns: Alaska Bud has not meet the requirements of the Finance Dept. and Fire Dept. The Planning Comm. request to meet the conditions of the CUP have not been met. I cannot at this time recommend that a license be issued to Alaskabud.

Peter Williams
City Manager

cc: Alaskabuds, LLC

MARIJUANA LICENSE APPLICATION REVIEW

Finance Department

Review	Status	N/A
Sales Tax Filings	Over 90 Days Due - Amount Due: _____ No. of times account was over 90 days due: _____	☒
Utility Billing	Over 90 Days Due - Amount Due: _____ No. of times account was over 90 days due: _____	☒
City Business License	License Year: _____ Date Applied: _____	☒
State of Alaska Business License	License Year: <u>2019</u> Date Applied: <u>11/26/17</u>	

Additional Comments:

Alaska Buds does not have a City of Bethel Business License as of 4/8/19

Finance Directors Signature:

Christine Blau

MARIJUANA LICENSE APPLICATION REVIEW

Fire Department

Review	Status	N/A
Excess calls for service at the location.	Number of Calls in calendar year <u>0</u>	
Excess numbers of convictions or arrests for unlawful activities at the location.	Number of Calls in calendar year <u>0</u>	
Additional Comments: Pursuant to Bethel Municipal Code, the department conducted a review of EMS/Fire calls in the last 12-months for the proposed Alaska Buds store located at 660 Third Avenue. The departemtn found no indication of excessive or unlawful activity at this location. Additionally, the department reviewed the provided application materials for fire and life-safety-code compliance. The application materials provided only cursory information regarding fire safety and code compliance. Due to many changes to the building and its occupancy in the last few decades, the department requires a full State Fire Marshall fire and life safety plan review be submitted for the entire building prior to opening the proposed store. Under IFC AHJ requirements, the department also requires: 1) Knox rapid access boxes be installed on all commercial structures on the property including Nicholson's mechanical garage. Master keys shall be provided to the fire department for all commercial structures to place in the key boxes. 2) A clear 360 degree fire vehicle access road around the entire perimeter of all commercial buildings on the property including the Nicholson's mechanical garage and fuel storage 3) BMC compliant reflective address signage. The department will conduct a site visit/ inspection to ensure compliance with all requirements prior to opening.		

Fire Chief's Signature:

Bill Howell

Digitally signed by Bill Howell
 DN: cn=Bill Howell, o=Bethel Fire
 Department, ou=Local Government,
 email=bhowell@cityofbethel.net, c=US
 Date: 2019.04.17 17:02:33 -08'00'

MARIJUANA LICENSE APPLICATION REVIEW

Planning Department

Review 4-11-2019	Status	N/A
Conditional Use Permit: Reviewed on 1-10-19	Approved by the Planning Commission on January 10, 2019	
	Conditions on Approval were: 1. Increase parking, well-lit, and well-marked.	
Parking at the facility: YES	There are 12 parking spaces.	
Adequate ingress to and Egress from location: YES		
Additional Comments: Applicant has complied with Planning Commission request for more parking and has submitted an updated site plan drawing showing increased parking. This will bring the parking spaces up from 12 to a total of 19 parking spaces.		

Planning Director's Signature:  4-11-19

MARIJUANA LICENSE APPLICATION REVIEW

Police Department

Review	Status	N/A
Excess calls for service at the location. N/A	Number of Calls in calendar year_____N/A_____	
Excess numbers of convictions or arrests for unlawful activities at the location. N/A	Number of Calls in calendar year_____N/A_____	

Additional Comments:

This building is currently occupied by a different retailer. Calls for service, arrests and other police related activity would not be due to this applicant.



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community,
and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

April 4, 2019

City of Bethel
Attn: City Clerk
VIA Email: lstrickler@cityofbethel.net
pburley@cityofbethel.net

License Number:	18735
License Type:	Retail Marijuana Store
Licensee:	Alaskabuds, LLC
Doing Business As:	ALASKABUDS, LLC
Physical Address:	660 Third Ave, Suite B Bethel, AK 99559
Designated Licensee:	Tammy Miller
Phone Number:	907-244-2995
Email Address:	tmiller041@gmail.com

☒ **New Application**

AMCO has received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our February 20-22, 2019 meeting.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

Alaska Buds Application Timelines for City

APPLICATION RECEIVED 4/4/19

4/19/19

Reports due to City Manager from:

1. Planning Director: Does the applicant/application comply with the BMC's requirements regarding a Conditional Use Permit?
2. Finance Director: Is the applicant compliant in all City finances: taxes, utilities, fees, business licenses, etc.
3. Fire & Police: have there been an excessive number of calls for service, excessive numbers of convictions or arrests or unlawful activity at the license location, excessive reports; other law enforcement or fire, life safety concerns

4/25/19

City Manager report due to the City Council with a copy to the applicant

5/6/19

Deadline for applicant to file a response to the City Manager's report

5/14/19

First time the matter can go on the City Council's agenda

5/17/19

Deadline for City Manager to respond to Applicant's response to City Manager report

5/28/19

Second opportunity for matter to go on the City Council Agenda

JUNE 4: ABSOLUTE FINAL DAY TO FILE A RESPONSE WITH THE AMCO BOARD

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS &
PROFESSIONAL LICENSING**

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database
Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Alaskabuds, LLC

Entity Type: Limited Liability Company

Entity #: 10036047

Status: Good Standing

AK Formed Date: 2/23/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: PO BOX 241521, ANCHORAGE, AK 99524

Entity Physical Address: 1005 EAST 5TH AVENUE, ANCHORAGE, AK 99501

Registered Agent

Agent Name: NATIONAL REGISTERED AGENTS, INC.

Registered Mailing Address: 9360 GLACIER HWY STE 202, JUNEAU, AK 99801

Registered Physical Address: 9360 GLACIER HWY STE 202, JUNEAU, AK 99801

Officials

AK Entity #	Name	Titles	☐ Show Former
			Owned
	NICHOLAS J. MILLER	Member	50
	TAMMY W. MILLER	Member	50

Filed Documents

Date Filed	Type	Filing	Certificate
2/23/2016	Creation Filing	Click to View	Click to View
2/23/2016	Initial Report	Click to View	
6/19/2017	Agent Change	Click to View	
12/16/2017	Biennial Report	Click to View	

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Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

ALASKABUDS, LLC

PO BOX 241521 ANCHORAGE AK 99524

owned by

ALASKABUDS, LLC

is licensed by the department to conduct business for the period

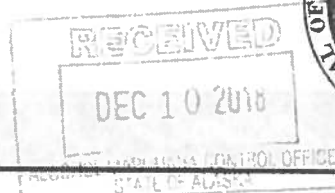
November 26, 2017 through December 31, 2019
for the following line of business:

42 - Trade

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Mike Navarre



State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

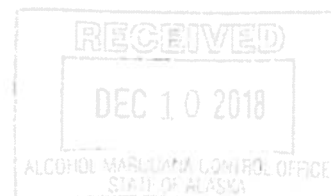
Alaskabuds, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **February 23, 2016**.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick
Commissioner





THE STATE
of
ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 10036047
Date Filed: 02/23/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-2/23/2016 12:50:02 PM

Entity Name: Alaskabuds, LLC
Entity Number: 10036047
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: BS&G, Inc.
Physical Address: 2550 DENALI STREET STE 1502,
ANCHORAGE, AK 99503
Mailing Address: 2550 DENALI STREET STE 1502,
ANCHORAGE, AK 99503

Entity Physical Address: 1005 EAST 5TH AVENUE, ANCHORAGE, AK 99501

Entity Mailing Address: 27231 FALCON DRIVE, CHUGIAK, AK 99567

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

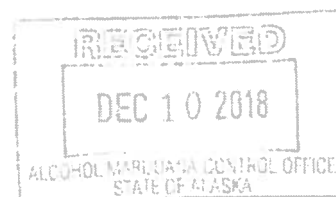
Name	Address	% Owned	Titles
NICHOLAS J. MILLER	27231 FALCON DRIVE, CHUGIAK, AK 99567	50	Member
TAMMY W. MILLER	27231 FALCON DRIVE, CHUGIAK, AK 99567	50	Member

NAICS Code: 453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Maribeth Conway, Counsel for Company





THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 10036047
Date Filed: 02/23/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-2/23/2016 12:46:23 PM

1 - Entity Name

Legal Name: Alaskabuds, LLC

2 - Purpose

This limited liability company is organized primarily for the purpose of owning and operating a retail store, and for transacting any and all lawful business for which a limited liability company may be organized under the Alaska Revised Limited Liability Company Act (AS 10.50), as it may be amended from time to time.

3 - NAICS Code

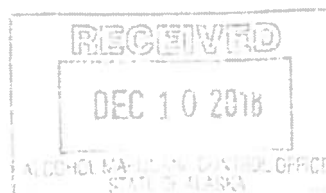
453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

4 - Registered Agent

Name: BS&G, Inc.
Mailing Address: 2550 DENALI STREET STE 1502, Anchorage, AK 99503
Physical Address: 2550 DENALI STREET STE 1502, Anchorage, AK 99503

5 - Entity Addresses

Mailing Address: 27231 FALCON DRIVE, CHUGIAK, AK 99567
Physical Address: 1005 EAST 5TH AVENUE, ANCHORAGE, AK 99501



Page 1 of 2

6 - Management

The limited liability company is managed by its members.

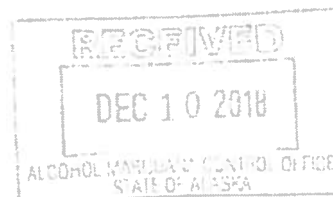
7 - Officials

Name	Address	% Owned	Titles
MARIBETH CONWAY			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Maribeth Conway, Counsel for Company



OPERATING AGREEMENT
of
Alaskabuds LLC

This Operating Agreement (the "Agreement") made and entered into this 2nd day of February, 2016 (the "Execution Date"),

BETWEEN:

Tammy Miller of PO Box 241521, Anchorage, Alaska, 99524, and
Nicholas Miller of PO Box 241521, Anchorage, Alaska, 99524
(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

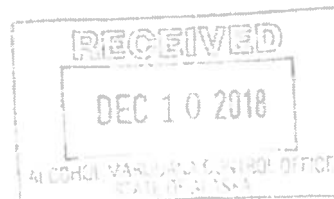
1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Members will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Alaskabuds LLC.

Purpose

3. Retail Store.



Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 1005 E 5th Ave, Anchorage, Alaska, 99524 or such other place as the Members may from time to time designate.

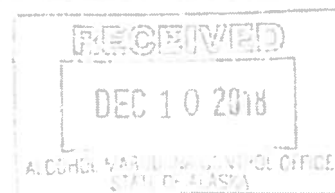
Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Tammy Miller		\$0.00
Nicholas Miller		\$0.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the Members in equal proportions.
8. Each Member will receive an equal share of any Distribution.
9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.



Nature of Interest

10. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

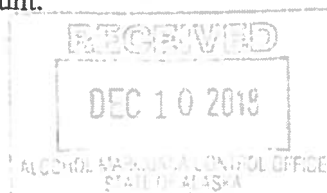
12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.



Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. The Company is a Manager managed; this position is held by Tammy Miller.

Authority to Bind Company

18. Only the following individuals have authority to act for or bind the Company in contract:
- o Tammy Miller
 - Nicholas Miller.

Duty of Loyalty

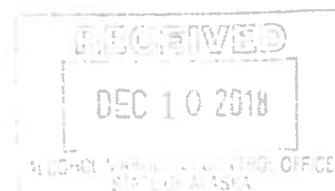
19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been provided to the other Members.
22. Member meetings will be held at any location that the Members may from time to time designate.
23. Regular Member meetings will be held quarterly.



Voting

24. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

25. No new Members may be admitted into the Company.

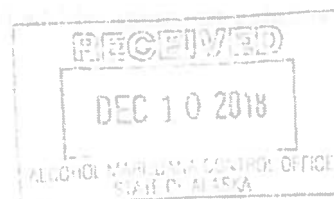
Voluntary Withdrawal of a Member

26. Where the Company consists of two or more Members, the voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
27. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

28. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
29. Where the Company consists of two or more Members, the involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member



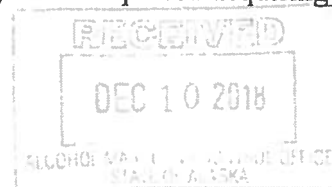
30. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as set out in the Valuation of Interest section of this Agreement.
31. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
32. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
33. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

34. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

35. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's



interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

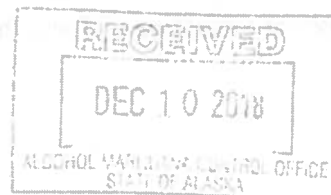
Valuation of Interest

36. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
37. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
38. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

39. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
40. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records



41. The Company will at all times maintain accurate records of the following:

- a. Information regarding the status of the business and the financial condition of the Company;
- b. A copy of the Company federal, state, and local income taxes for each year;
- c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member;
- d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and
- e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

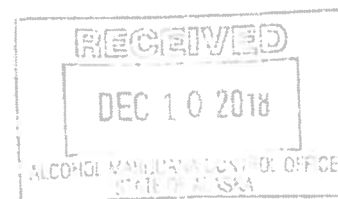
42. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

43. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

44. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.



Audit

45. Any Member will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Members, not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

46. This Company is intended to be treated as a corporation for the purposes of Federal and State Income Tax.

Annual Report

47. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year; and
- b. Balance sheet.

Goodwill

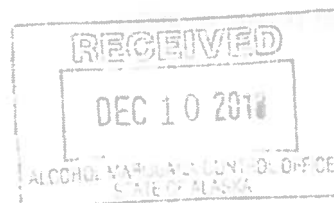
48. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

49. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Forbidden Acts

50. No Member may do any act in contravention of this Agreement.



51. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
52. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
53. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
54. No Member may confess a judgment against the Company.
55. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

56. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

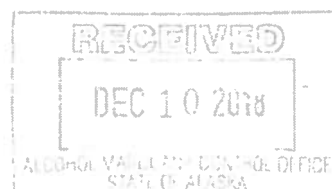
Liability

57. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

58. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance



59. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

60. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:
- a. Sell, merge, consolidate, exchange or otherwise dispose of all or substantially all of the Property of the Company;
 - b. Sell, loan or otherwise endanger the ownership or possession of any Company property;
 - c. Release any Company claim or debt except for payment in full; and
 - d. Alter the rights, duties or obligations of any class or series of Members.

Amendment of Operating Agreement

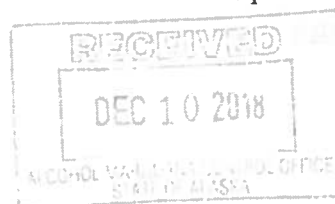
61. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

62. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

63. Time is of the essence in this Agreement.
64. This Agreement may be executed in counterparts.
65. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.

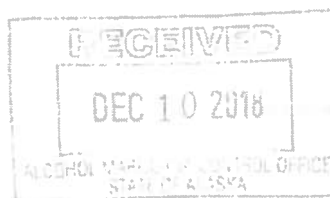


Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

66. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
67. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
68. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
69. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
70. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

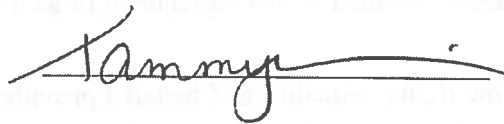
Definitions

71. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Member to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

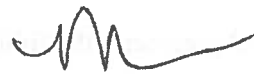


- c. "Initial Contribution" means Capital Contributions made by a Member to acquire an interest in the Company.
- d. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- g. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

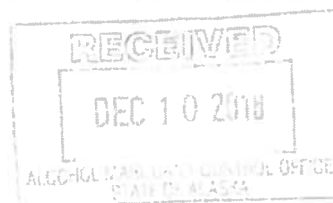
IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 1st day of July, 2018.



Tammy Miller (Member)



Nicholas Miller (Member)





Plan Review Application
Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program



Permit ID: _____

Section A- General Information (All applicants complete entire section – please print).

Purpose (check one) ☐ New Construction

☒ Remodel of Existing Structure

☐ Reactivation

General Information	Establishment Name: Alaskabuds	Date: 12/14/2018
	Plan Review Contact Name: Nick Miller	
	Phone Number: 907 244 2125	Email: alaskabuds@gmail.com
	Address: 660 3rd Ave, Suite B, Bethel Alaska 99559	
	Operating Days/Hours: Mon-Sat, 9am - 9pm	Proposed Opening Date: February 2019

If you are proposing to build a new food establishment or extensive remodeling of an existing food establishment in Alaska (except in the Municipality of Anchorage), you must submit a **completed Plan Review Packet 30 days prior to construction**. Additional information regarding calculations and drawings can be found in the Plan Review Guide.

Please Note: Failure to provide all the required information may delay the plan review process and permit issuance.

REQUIRED DOCUMENTATION LIST (Include the following in your packet)

- | | |
|--|---|
| ☒ Food Establishment Application | ☒ Floor Plan |
| ☒ Fees | ☐ Plumbing Schematic |
| ☒ Plot Plan | ☐ Complete list of equipment (including manufacturer's specifications) |

SECTION B – REQUIRED DOCUMENTATION

- a. **Potable Water Supply.** Have plans been submitted to the Drinking Water Program as required by 18 AAC 80?
- ☐ Yes* ☒ No ☐ N/A (Municipal Water Supply) **Specify in comments.**

Comments:

Well on site

***Attach a confirmation email or letter from the Drinking Water Program stating that the system has been approved.**

- b. **Wastewater Disposal System.** Have plans been submitted to the Wastewater Program as specified by 18 AAC 72?
- ☐ Yes* ☒ No ☐ N/A (Municipal System) **Specify in comments.**

Comments:

***Attach a confirmation email or letter from the Wastewater Program stating that the system has been approved.**

- c. **Solid Waste Disposal.** Please describe how you plan to dispose of your solid waste:

There is a dumpster on site

- d. **Plot Plan.** Have you included a detailed to scale drawing of the plot plan including:
- | | | | |
|--|---|---|-----------------------------|
| ☒ All buildings | ☐ Outside walk-in cooler(s)/freezer(s) | ☒ Yes | ☐ No |
| ☐ Refuse storage site | ☐ Outside storage areas | ☐ Access for deliveries | |
| ☐ Potable water supply | ☐ Oil/Fuel tanks | ☐ Sewage disposal system | |
| ☒ Identify nearby roads, streets, other landmarks, and/or give GPS coordinates | | | |

Permit ID(s)

Establishment Name(s)

- e. **Floor Plan.** A floor plan with the listed components must be submitted as part of the application packet. Have you included a floor plan? ☒ Yes ☐ No

- ☒ Layout and purpose of each room ☐ Type and location of lighting
☐ Location of fixed equipment and plumbing features ☐ Type and location of ventilation, both building and local systems
☐ Size, construction, and design of fixed equipment
☐ Location of restrooms, including the number of toilets and handwash sinks.

- f. **Plumbing Schematic.** A plumbing schematic with the listed components must be submitted as part of the application packet. Have you included a detailed drawing of the plumbing schematic? ☐ Yes ☒ No

- ☐ Plumbing schematic showing each hot, cold, and wastewater line.
☐ Plumbing connection to the wastewater line (direct vs. indirect)
☐ Hot water capacity

Have you contacted the State Plumbing Inspector?

☐ Yes ☒ No

- G **Fire Marshall.** Have you contacted the State Fire Marshall?

☐ Yes ☒ No

Please describe your ventilation/hood system:

There is no ventilation/hood system installed

SECTION C – ADDITIONAL INFORMATION

- a. **Storage.** How often will you receive food deliveries? Do you have adequate storage to support your operation? Consult the Plan Review Guide for information about storage capacity.

Never

- b. **Dressing Rooms and Locker Rooms.** Describe how employee clothing, belongings, etc will be stored:

None

- c. **Poisonous/Toxic Materials.** Describe location and means to store poisonous or toxic materials:

None

- d. **Floors/Walls/Ceilings.** Describe how the floors, walls, ceilings, and shelving will be finished (tile, paint, etc):

Wals are dywall construction and painted

- e. **Warewashing:** Describe how dishes, utensil, and equipment will be washed:

None

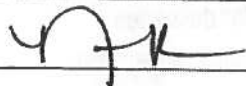
- f. **Linens.** Describe how soiled and clean clothing/linens will be stored and where they will be cleaned:

None

SECTION D

I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.

Applicant's Signature



Date 12-14-18

Applicant's Printed Name Nick Miller

Title Owner

AMCO



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	License Number:	18735		
License Type:	Retail				
Doing Business As:	Alaskabuds, LLC				
Premises Address:	660 3rd Ave, Suite B				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Tammy Miller
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒ ☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Store #10094
Limited Cultivation #13102



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

FLM

I certify that I am not currently on felony probation or felony parole.

FLM

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

FLM

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

FLM

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

FLM

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

FLM

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

FLM

I certify that my proposed premises is not located in a liquor licensed premises.

FLM

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

FLM

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

FLM

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

FLM



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Anchorage, AK 99501
marijuana.licensing@alaska.gov
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Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

Ham

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

Ham

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

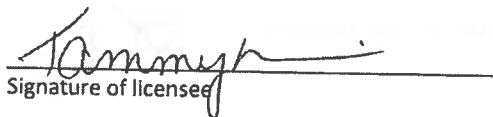
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

Ham

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Tammy Miller
Printed name of licensee


Notary Public in and for the State of Alaska
DAVID J BAKER
STATE OF ALASKA
My Commission Expires May 22, 2021

Subscribed and sworn to before me this 7th day of December, 2018.



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Alaska Marijuana Control Board

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What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	License Number:	18735		
License Type:	Retail				
Doing Business As:	Alaskabuds, LLC				
Premises Address:	660 3rd Ave, Suite B				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Nick Miller
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒ ☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail #10094
Limited Cultivation #13102



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.



I certify that I am not currently on felony probation or felony parole.



I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.



I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.



I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.



I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.



I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).



I certify that my proposed premises is not located in a liquor licensed premises.



I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.



I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.



I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.





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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



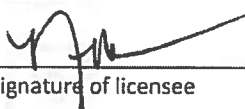
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

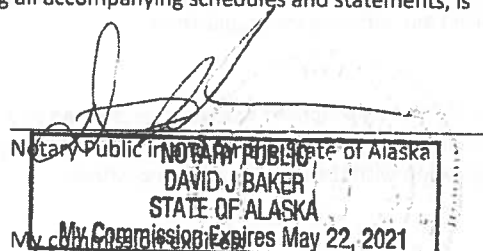
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

Nick Miller

Printed name of licensee



Subscribed and sworn to before me this 7th day of December, 2018.



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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review Title 17.38 of Alaska Statutes and Chapter 306 of the Alaska Administrative Code. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	MJ License #:	18735
License Type:	Retail		
Doing Business As:	Alaskabuds, LLC		
Premises Address:	660 3rd Ave, Suite B		
City:	Bethel	State:	Alaska
		ZIP:	99559
Mailing Address:	PO Box 241521		
City:	Anchorage	State:	Alaska
		ZIP:	99524
Designated Licensee:	Tammy Miller		
Main Phone:	9072442995	Cell Phone:	9072442995
Email:	alaskabuds@gmail.com		

RECEIVED

MAR 28 2019



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Entry and exit to the facility is limited to one access point for the general public. When someone enters through the door identification will be verified before they are allowed further access into the retail space area of the facility. Signs that read "No one under 21 years of age allowed", compliant with section 3 AAC 306.325 will be posted in clear view on the entry door at the main access point into the facility. Restricted access areas will be clearly identified with signs that read "No Unauthorized Access", where only employees with specific access and purpose will be allowed to enter. Security alarm systems and video surveillance are in use to monitor all restricted access areas.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

All Restricted access areas will be clearly identified with signs that read "Restricted Access Area Visitors Must Be Escorted" No Unauthorized Access". Restricted Access areas will be under continuous visual surveillance and control of the employees. Barriers will be added where appropriate to separate sales areas from Restricted Access areas.

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

All visitors to the facility must be logged in and out. Each visitor's government-issued identification will be evaluated for the age requirement established in 3 AAC 306.710(c)(1) and will be added to the log. Upon approval, the visitor will be issued a visitor badge in compliance with 3 AAC 306.710(c)(2). A employee must continuously visually supervise each visitor while on the premises in compliance with 3 AAC 306.710(c)(3), and will ensure that the visitor does not have access to any products, customer records, cash, or proprietary information such as business records. At no time will the visitor to employee ratio exceed 5:1.

The format of the visitor's log will include, at a minimum, the date & time of arrival, the name of the visitor, the company or agency name and the exit time. At the end of every week, Alaskabuds will scan the visitor log to identify anyone who has visited multiple times and verify the visits were necessary for Alaskabuds to complete its necessary business



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:

Visitor

V



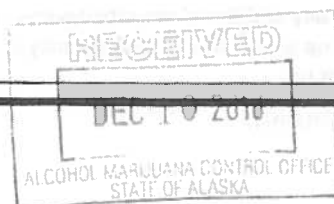
Nick Miller

ALASKA  buds

Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting will be placed at the entrances to the facility in a manner to operate with video surveillance cameras to ensure the quality of the image is sufficient for identity purposes of an individual who is within 20 feet of an entrance.





Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

The security system will be key pad operated and will be activated by PIN at the end of each business day. Once the system is activated the employees will exit the lobby door and lock the facility. All exterior doors will be equipped with contact sensors, windows will be outfitted with seismic sensors, and motion detectors will be installed in the interior of the building. The alarming system will report system failures. The system will be monitored by an off site security company who will provide notifications to the manager and 911 dispatch when necessary.

Alaskabuds has a detailed Security and Emergency Response plan, each employee will be trained and is required to be familiar with these procedures.

If a law enforcement agency is alerted during non business hours the manager will report to the facility and wait inside their vehicle for law enforcement to arrive. Once law enforcement is on site the manager will provide any assistance to law enforcement that is requested. They will not enter the premises until law enforcement says it is safe to do so.

If law enforcement is notified during business hours and it is safe to do so the on duty manager will call 911 and report the incident that caused the notification and provide any additional information that will be useful in their response.

AMCO will be notified as soon as reasonably practical and in any case not more than 24 hours after any unauthorized access to the premises.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Alaskabuds has instituted several written policies and procedures to prevent diversion of marijuana. These policies and procedures are in the Alaskabuds Employee Manual and each new employee will be trained prior to working at the store. Employees performance will be evaluated daily to determine if additional training is required. The manual includes detailed procedures on receiving into and selling out of marijuana in the POS tracking system along with end of day inventory reconciliation. We have policies in place that cover employee behavior, a few examples are: No employee's may bring personal marijuana on to the premises, employee purchases must be completed by a manager and employees are subject to random checks before they leave the facility after their shift.

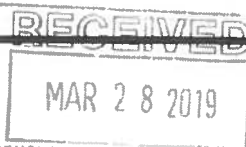
3.7. Describe your policies and procedures for preventing loitering:

Alaskabud employees will actively engage with customers to facilitate their purchase and encourage them to leave once the transaction is complete. Vendors who make pickups, deliveries or repairs will be escorted and only allowed to be on site only as long as necessary to complete their business. Employees are not permitted to receive visitors at the store. The facility will also have outside surveillance systems that will be monitored regularly by the staff. If someone is observed loitering in the parking lot area they will be requested to leave by the on duty manager.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.





Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.

flm

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.

flm

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.

flm

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

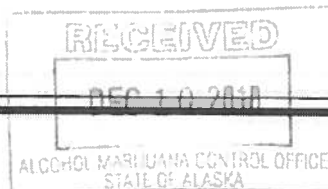
flm

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Alaskabuds engaged a security company to design a video surveillance system that meets the state requirements. The system that has been designed meets or exceeds the current requirements. Cameras will be placed in a manner that their view is not blocked and provides a clear image that is adequate to identify anyone inside the facility. The outside area will be well lit and entrances will be equipped with low light cameras capable of producing images that are clear and adequate to identify an individual within 20 feet of the entrance.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

The video surveillance recording equipment will be mounted in a telco cabinet that is equipped with a locking door. The owner and store manager will be the only individuals authorized to have keys and grant access to this cabinet. If access is necessary the owner or manager will provide access and escort the requesting party. Records will be secured in a safe in the restricted access area that only the owner and manager have access too.



**Form MJ-01: Marijuana Establishment Operating Plan****Section 4 – Business Records**

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

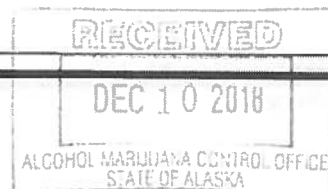
Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises); HLM
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment; HLM
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises; HLM
- d. records related to advertising and marketing; HLM
- e. a current diagram of the licensed premises, including each restricted access area; HLM
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area; HLM
- g. all records normally retained for tax purposes; HLM
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed; HLM
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and HLM
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745. HLM

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

Alaskabuds will use MJ Freeway for marijuana and marijuana product transaction recording and document management. MJ Freeway is hosted in tier-3 data centers that are equipped with redundant power and communication sources, hardware infrastructure, and stringent security protocols that comply with HIPAA and HITEC privacy requirements. MJ Freeway employs a pod infrastructure where each tier-3 data center is located in different states and where client data is backed up on a separate data center nightly, thus providing the capability of restoring customer's data and services within hours of a business interruption or natural disaster.

Alaskabuds will maintain all other electronic and paper records required under 3 AAC 306.755 related to business operations in a locked file cabinet on site. Access to the records will be restricted to the owner and manager. Records older than 6 months may be stored off site at a data/document storage facility that has the proper procedures in place that exercise due diligence in preserving and maintaining the records.





Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

flm

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

flm

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

flm

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

flm

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

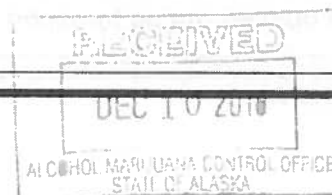
flm

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

flm

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

In addition to the State required Marijuana Handler Training, Alaskabuds will implement and execute a training program for every employee, regardless of the employee's prior level of cannabis knowledge. The program will take place upon the employee's start date and must be completed before the employee can serve and interact with customers. Key topics of the training program will include: Customer Education Approach, Types of Cannabis, Cannabinoids and their Properties, Terpenes, Dosage Guidelines, Ways to Consume Marijuana, Product and Customer Safety, State Rules and Regulations. Refresher training will be conducted quarterly or as required when the regulations change.





Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. 
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. 
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. 
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). 

Answer "Yes" or "No" to each of the following questions:

Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐

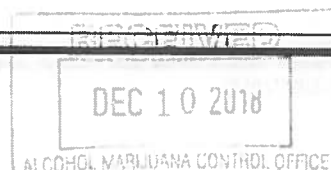
7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

Marijuana will be labeled in compliance with 3 AAC 306.470 and 3 AAC 306.475 and marijuana products will be labeled compliance with 3 AAC 306.565 and 3 AAC 306.570. The manager shall use the marijuana inventory tracking system to record the type, amount and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle. A complete printed copy of the transport manifest must be kept with the marijuana or marijuana product at all times. The marijuana or marijuana product will be placed in a sealed tamper evident transport container and must remain in control of the transporter at all times. The sealed package may not be opened during transport.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

flw

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

flw

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

flw

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

flw

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

flw

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

flw

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

flw

Section 9 – Signage and Advertising

9.1. Describe any signs that you intend to post on your establishment with your business name, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

We plan on having one sign at the retail location mounted to the building. The sign will be lit, rectangle in shape and measure approximate 48" X 96". The sign will have the business name and logo. At this time we do not have an advertising plan developed, any advertising conducted will comply with 3 AAC 306.770.

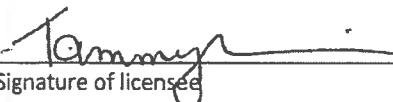


Form MJ-01: Marijuana Establishment Operating Plan

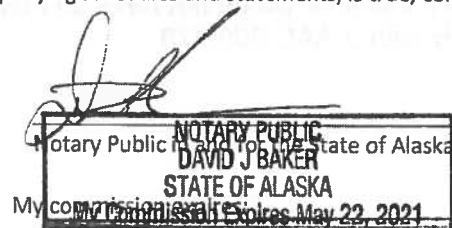
9.2. Describe any advertising you intend to distribute of your establishment. Include medium types and business logos (photos or drawings may be attached):

At this time we do not plan to distribute any marketing material. Any advertising distributed will comply with 3 AAC 306.770. Our Website can be seen at Alaskabuds.com

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Tammy Miller
Printed name of licensee



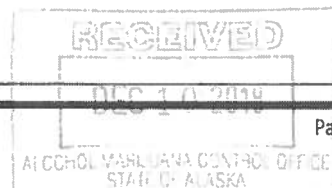
Subscribed and sworn to before me this 3rd day of April, 2019.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). All areas designated as the licensed premises of a single license must be contiguous.

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

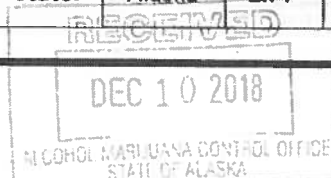
- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be operational at the time of your preliminary inspection and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining all areas for which the licensee has legal right of possession (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a site plan or as-built of the entire lot, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an aerial photo of the entire lot and surrounding lots, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the entire building in which the licensed premises is located, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	MJ License #:	18735
License Type:	Retail		
Doing Business As:	Alaskabuds, LLC		
Premises Address:	660 3rd Ave, Suite B		
City:	Bethel	State:	Alaska
		ZIP:	99559





Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license types

The following additional details must be included in Diagram 2:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions

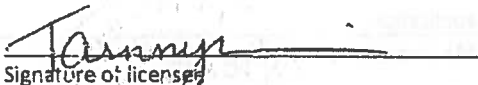
The following additional details must be included in Diagrams 3 and 4:

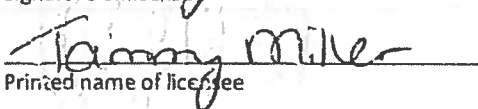
- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference

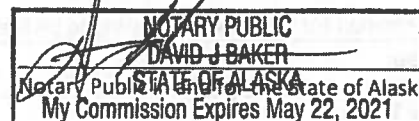
The following additional details must be included in Diagram 5:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.


Signature of licensee


Printed name of licensee



My commission expires: _____

Subscribed and sworn to before me this 7th day of December, 2019.

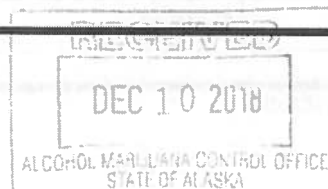
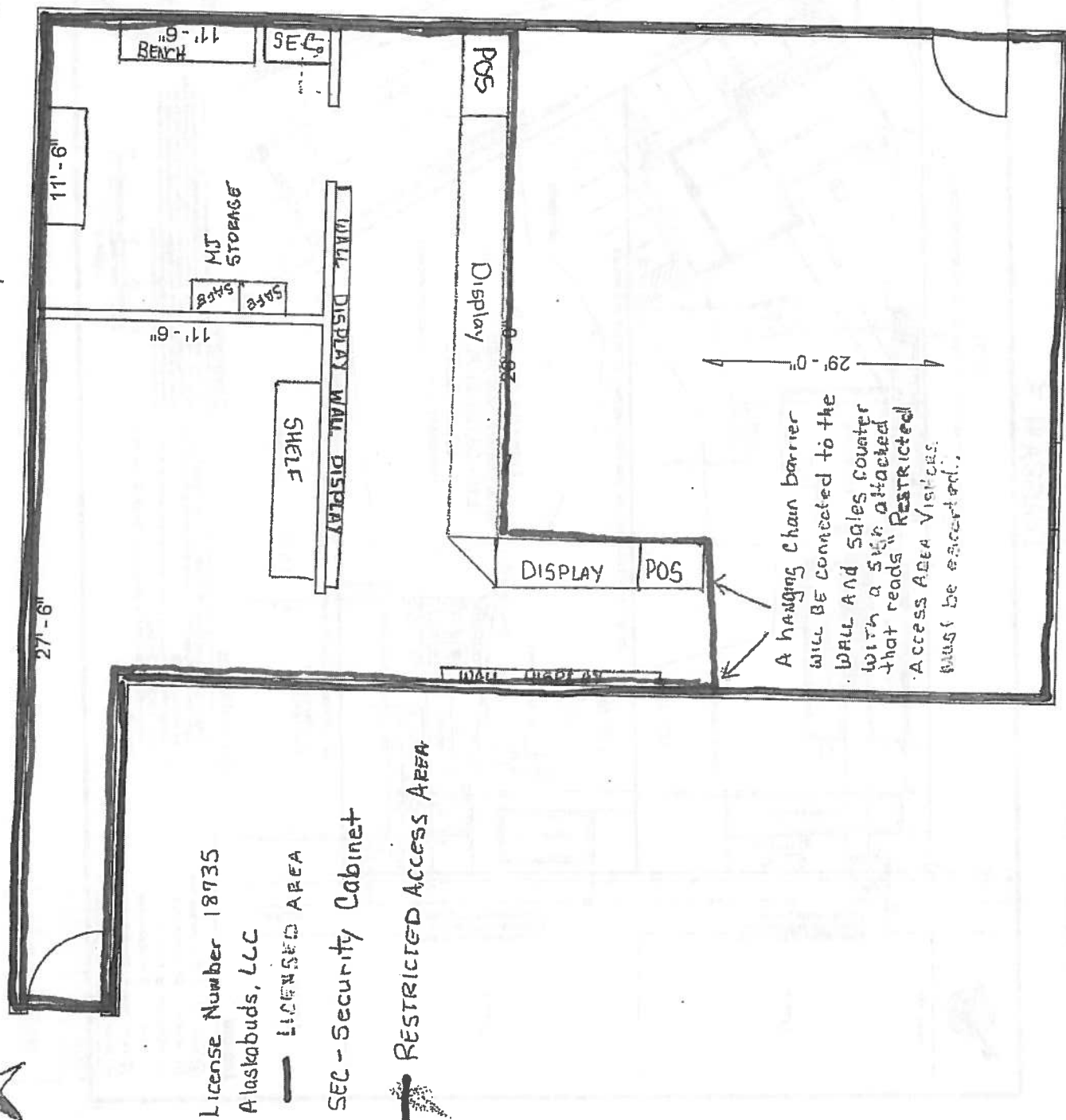




DIAGRAM 1/2



License Number 18735

Alaskabuds, LLC

— LICENSED AREA

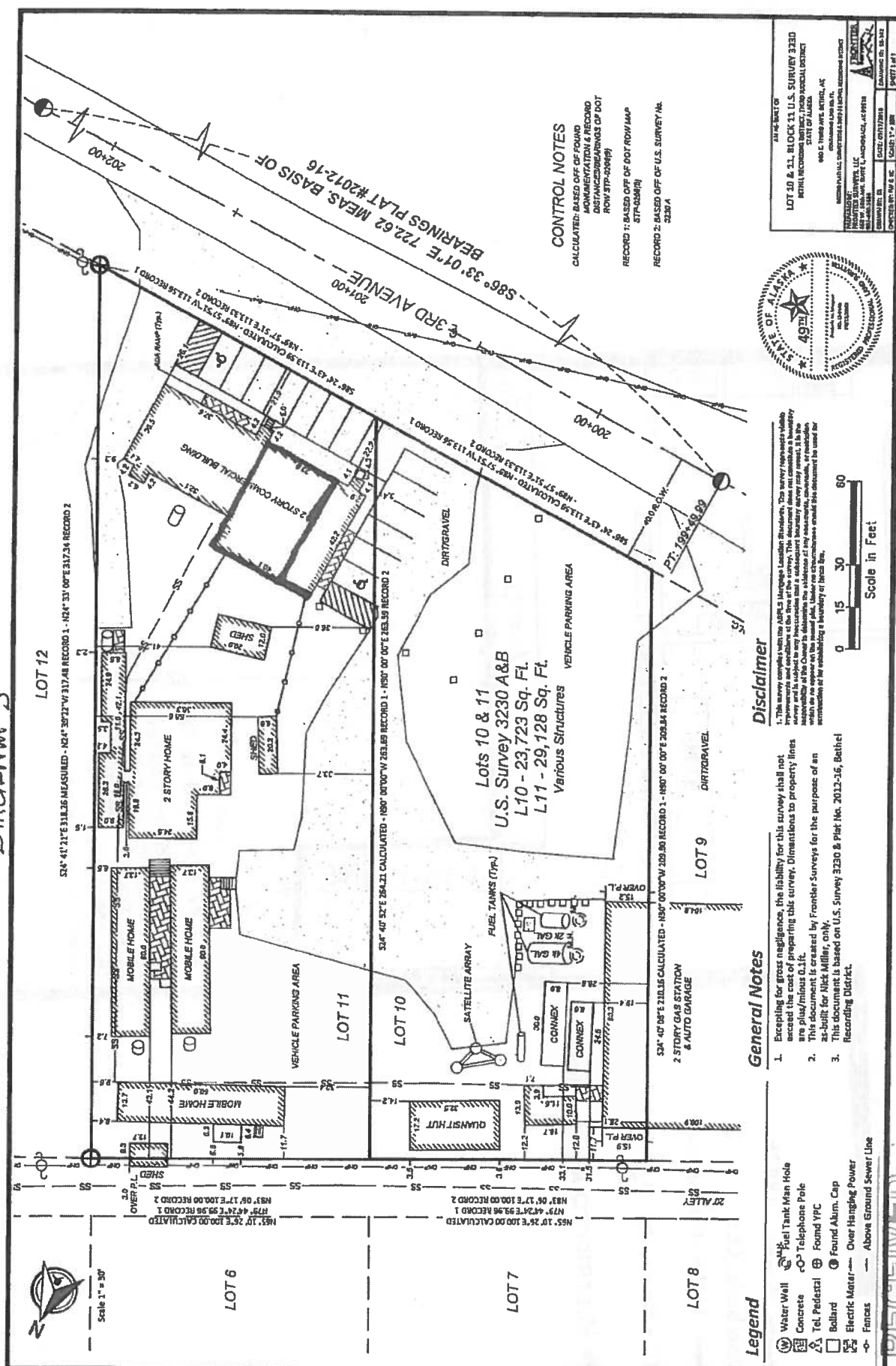
SEC - Security Cabinet

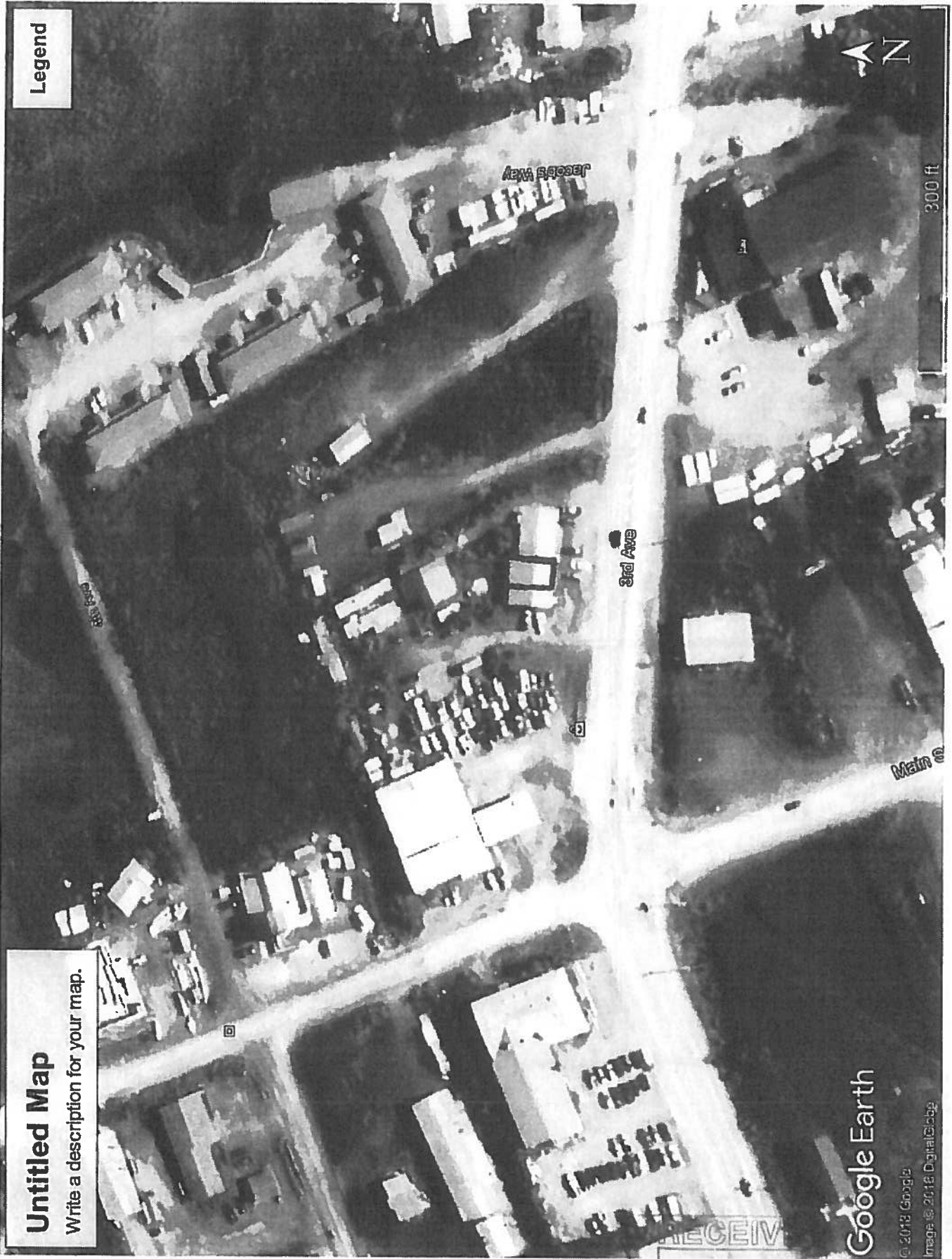
✂ RESTRICTED ACCESS AREA

APR - 8 2019

AMCO

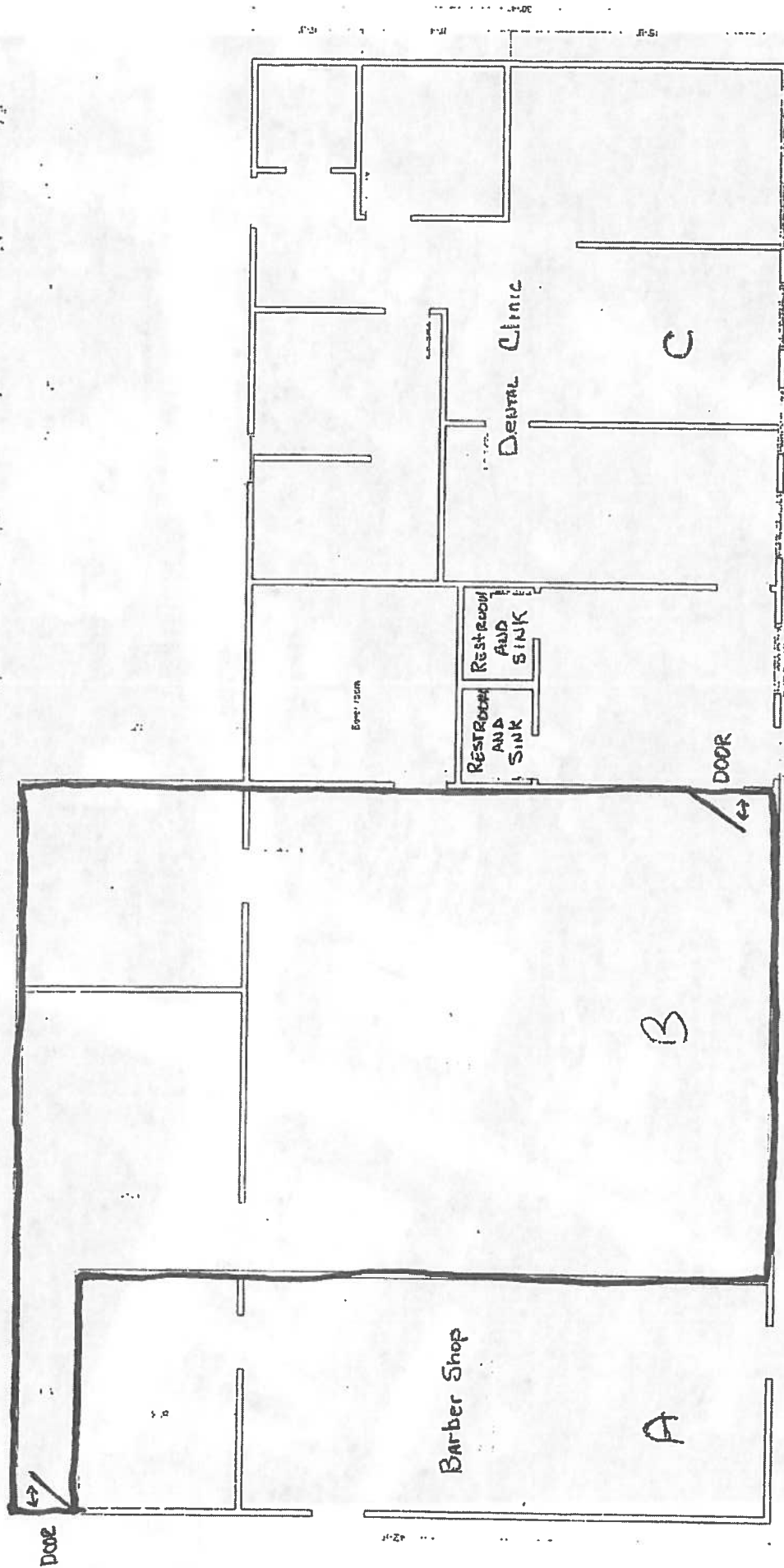
License Number 18735 Alaskabuds, LLC • Licensed AREA
DIAGRAM 3





Licen Number 18735
 Alaskabuds, LLC
 • Licensed Area

DIAGRAM 5



RECEIVED
 MAR 28 2019
 ALCOHOL MARIJUANA CONTROL OFFICE
 STATE OF ALASKA



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board
**Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store**

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the Alaska Administrative Code. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

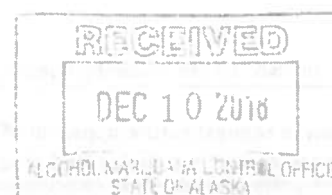
- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	MJ License #:	18735		
License Type:	Retail				
Doing Business As:	Alaskabuds, LLC				
Premises Address:	660 3rd Ave, Suite B				
City:	Bethel	State:	Alaska	ZIP:	99559



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 2 – Overview of Operations**

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

Marijuana will be received into the store through Metric. Once delivered the marijuana will be inventoried, weighed, manifest completed and then received into metric and the POS.

Customers will enter the retail store and be greeted by an Alaskabuds employee who will review the customers Government issued ID. The customer will then proceed to the sales counter area where marijuana will be displayed. Smell jars will be available for customers to smell the product but will remain under the control of the Bud Tender at all times. All Marijuana for sale will be prepackaged and be kept behind the counter out of reach of customers. Once the customer makes their selection they will be checked out, the marijuana will be placed in an exit package and given to the customer.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

During the ID check customers be interacting with other Alaskabuds employee's. Employees will be trained to recognize the signs someone is impaired. Alaskabuds has created a policy that allows any employee at any point in the customers visit to refuse service to a customer if they believe the customer is impaired by alcohol, inhalant or controlled substance.

3.2. I certify that the retail marijuana store will not:

Initials

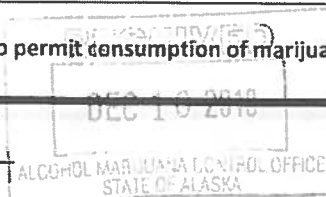
- a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;
- b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;
- c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;
- d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or
- e. allow a person to consume marijuana or a marijuana product on the licensed premises.

Answer "Yes" or "No" to the following question:

Yes

No

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

☐☒



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

tlwm

4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

tlwm

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

tlwm

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

tlwm

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. is false or misleading;

tlwm

b. promotes excessive consumption;

tlwm

c. represents that the use of marijuana has curative or therapeutic effects;

tlwm

d. depicts a person under the age of 21 consuming marijuana; or

tlwm

e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

tlwm

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

tlwm

b. on or in a public transit vehicle or public transit shelter;

tlwm

c. on or in a publicly owned or operated property;

tlwm

d. within 1,000 feet of a substance abuse or treatment facility; or

tlwm

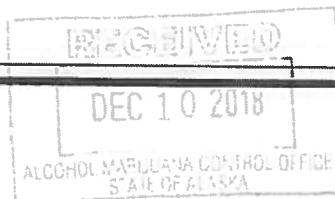
e. on a campus for postsecondary education.

tlwm

Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

Marijuana and marijuana products will be displayed in glass counter tops, hanging on wall behind the counter and in locked refrigerators. All marijuana and marijuana products will be prepackaged by weight for purchase by customers.



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 6 – Exit Packaging and Labeling**

Review the requirements under 3 AAC 306.345.

6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

All marijuana shipments received will be packaged for direct sale to customers. Each delivery will be inspected for proper labeling. Alaskabuds has developed a procedure specifically to review the labeling of packages. The receiving manager will use the procedure to validate all of the required information is present prior to accepting the transfer and entering it into the inventory tracking system with the information required in 3 ACC 306.470. Any marijuana delivered to Alaskabuds that is not in compliance will be refused for delivery.

The final inspection of labeling happens by the cashier when a sales transaction is completed. The cashier will inspect labeling to insure all required information is present prior to placing the product in the exit package.

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

Retailer: ALASKAbuds

Lic. # 10094

Cultivator: ALASKAbuds

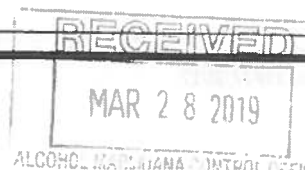
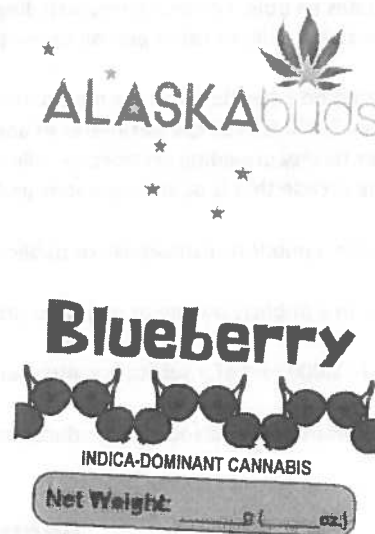
Lic. # 13102

Cannabis Strain: Blueberry**HB # Blueberry****METRC # 1A40203000050DD000000274**

Fungicides, Herbicides, Pesticides: none

Cannabinoid Profile:**Total THC 21.33%****THC 0.44%****THC-A 23.82%****Total CBD 0.08%****CBG 0.12%****CBG-A 0.86%****Total Terps 1.73%****213 mg/g Total THC**

Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.

Produced by: ALASKAbuds, LLC:
Wasilla, AK 99623**Packaging & Labeling by:**
RKD Brands, LLC

**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 7 – Security**

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

7.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

All licensees, employees, and agents of a marijuana establishment are required to attend a state approved marijuana handler permit education course. This course includes curriculum that teaches the person how to determine if a identification is valid. Alaskabuds has also purchased a training booklet that has examples of all State IDs and tips to determine if the ID is valid.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

Tim

Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Marijuana determined to be waste will be identified in the inventory tracking system as required under 3 AAC 306.730. All waste product will be labeled and sequestered in a safe, segregated in such a way that no marijuana waste is commingled with regular inventory. We will wait the required 3 days prior to destroying the material. The manager will mix the waste with at least an equal amount of non-compost-able material grind it and then dispose of it in an approved solid waste receptical. The materials that marijuana will be mixed with include paper waste, cardboard waste, plastic waste and vegetable oil.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

8.2. The retail marijuana store shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

Tim

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Timmy Miller
Signature of licensee

Timmy Miller
Printed name of licensee

[Signature]
Notary Public in and for the State of Alaska
DAVID J BAKER
STATE OF ALASKA
My commission expires May 22, 2021

Subscribed and sworn to before me this 28th day of March, 2019.

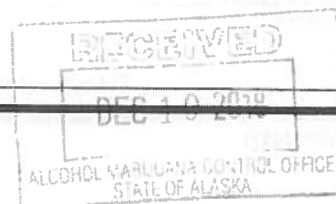
RECEIVED
MAR 28 2019



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

[Empty space for supplemental information]





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	License Number:	18735		
License Type:	Retail				
Doing Business As:	Alaskabuds, LLC				
Premises Address:	660 3rd Ave, Suite B				
City:	Bethel	State:	ak	ZIP:	99559

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 7-23-2018

End Date: 8-1-2018

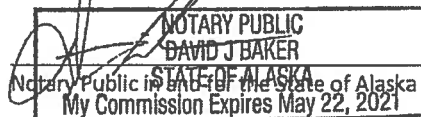
Other conspicuous location: AC STORE, 136 Ridgcrest Dr. Bethel AK 99559

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

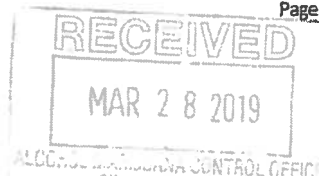
Nick Miller

Printed name of licensee



My commission expires: _____

Subscribed and sworn to before me this 7th day of December, 2018.





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	License Number:	18735
License Type:	Retail		
Doing Business As:	Alaskabuds, LLC		
Premises Address:	660 3rd Ave, Suite B		
City:	Bethel	State:	Ak
		ZIP:	99559

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): City of Bethel Date Submitted: 10-22-2018

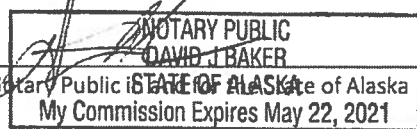
Name/Title of LG Official 1: Betsy Jumper City Planner Name/Title of LG Official 2: _____

Community Council: _____ Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

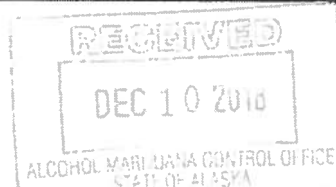
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee
Nick Miller

Printed name of licensee:


My commission expires: _____

Subscribed and sworn to before me this 7th day of December, 2018.





Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	License Number:	18735		
License Type:	Retail				
Doing Business As:	Alaskabuds, LLC				
Premises Address:	660 3rd Ave, Suite B				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Nick Miller				
Title:	Owner				
SSN:		Date of Birth:			



Alcohol and Marijuana Control Office
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Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Nick Miller

Printed name of licensee

Notary Public in and for the State of Alaska
NOTARY PUBLIC
DAVID J BAKER
STATE OF ALASKA
My commission expires May 22, 2021

Subscribed and sworn to before me this 7th day of December, 2018.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	License Number:	18735
License Type:	Retail		
Doing Business As:	Alaskabuds, LLC		
Premises Address:	660 3rd Ave, Suite B		
City:	Bethel	State:	AK
		ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Tammy Miller		
Title:	Owner		
SSN:		Date of Birth:	



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

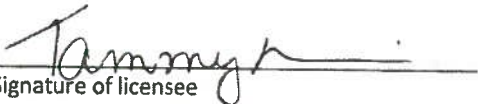
Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

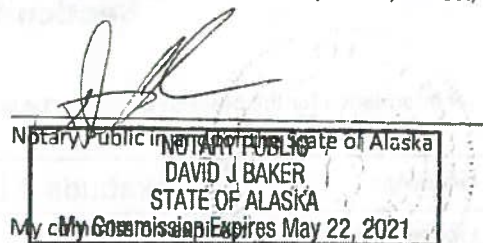
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Tammy Miller

Printed name of licensee



Subscribed and sworn to before me this 7th day of December, 2018.

Alcohol & Marijuana Control Office

License Number: 18735

License Status: New

License Type: Retail Marijuana Store

Doing Business As: ALASKABUDS, LLC

Business License Number: 1032729

Designated Licensee: Nick Miller

Email Address: alaskabuds@gmail.com

Local Government: Bethel

Community Council:

Latitude, Longitude: 60.795332, -161.759882

Physical Address: 660 Third Av, Suite B
Bethel, AK 99559
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10036047

Alaska Entity Name: Alaskabuds, LLC

Phone Number: 907-244-2125

Email Address: alaskabuds@gmail.com

Mailing Address: PO Box 241521
Anchorage, AK 99524
UNITED STATES

Entity Official #1

Type: Individual

Name: Tammy Miller

Phone Number: 907-244-2995

Email Address: tmiller041@gmail.com

Mailing Address: PO Box 241521
Anchorage, AK 99524
UNITED STATES

Entity Official #2

Type: Individual

Name: Nick Miller

Phone Number: 907-244-2125

Email Address: alaskabuds@gmail.com

Mailing Address: PO Box 241521
Anchorage, AK 99524
UNITED STATES

Note: No affiliates entered for this license.

LEASE ADENDUM 2

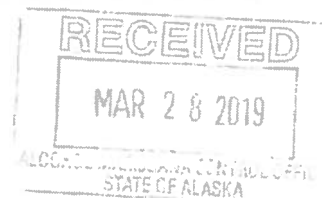
This LEASE addendum is made this 3 day of MARCH 2019, by and between Nick Miller, (hereinafter "LESSEE"), and Nicholson's Auto Inc, an Alaskan corporation. (hereinafter "LANDLORD").

WHEREAS, LESSEE and LANDLORD understand and agree to the following:

Lease signed on 7/23/2018 Lessee to be identified from Nick Miller to Alaskabuds, LLC

LANDLORD: Jon S Nicholson MARCH 3, 2019
Date

LESSEE: NM 3 March 2019
Nick Miller, Date



Nicholson's Auto Inc.

630 Third Ave.

P.O.Box 405

Bethel, AK 99559

907-543-3167

LEASE:

Retail Space For: Nick Miller

This lease is between the following:

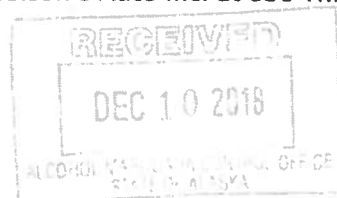
Landlord: Nicholson's Auto Inc., an Alaskan corporation with its address at POBox 405, 630 Third Ave, Bethel, Alaska 99559-0405, (907) 543-3167; and

Tenant: Nick Miller, an Alaskan Company with its address at PO Box 2415^{2, Mr. SS}1, Anchorage, AK 99501

Premises: Suite "B" approximately 1200 square feet of the building located at 660 Third Avenue, Bethel, Alaska as specified in Attachment A. Nick Miller and the parties related to its business may use the parking connected to the premises, except for parking overnight or vehicle storage.

Use: A retail space and its related activities.

Rent: \$3000.00 plus sales tax per month inclusive of heat, water, sewer, and electricity, payable in advance on the first day of the month to Nicholson's Auto Inc. at 630 Third Avenue,

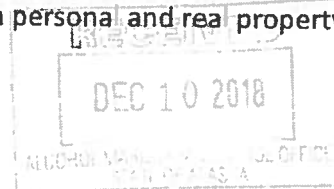


POBox 405, Bethel, Alaska 99559-0405. Nicholson's Auto Inc. may raise the rent for each option year or holdover period by 2.5% or 25% of the annual percent of increase in the Consumer Price Index whichever is greater. Nicholson's Auto may raise the rent in the event of an increase in the cost of electricity and or heating oil as follows: The rent may be subject to an increase of \$20 per month per 5% increase in the cost per KWH for electricity. The rent may be subject to an increase of up to \$25 per month per 2% increase in the cost of heating oil. The current cost of electricity is \$0.36 per KWH and for heating oil is \$4.26 per gallon. The tenant will be notified in writing at least 30days in advance of any changes to the rent payment amount. During the period of time while Nick Miller is waiting for licensing and permitting the rent will be adjusted to \$2000.00 per month plus sales tax.

Security Deposit: \$3000.00 to pay for violations of this agreement.

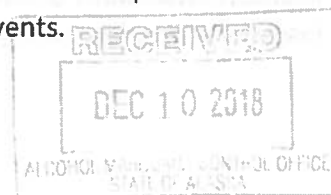
Terms:

1. **Lease & Use of Premises:** Nicholson's hereby leases the premises to Nick Miller for the use, rent and security deposit specified above. Nick Miller may only use the space as described above or as agreed in writing. Nick Miller shall return the space to Nicholson's in the same condition when the lease started except for normal wear and tear.
2. **Term & Option:** This lease begins on July 23rd 2018. The lease ends on the 5th anniversary or at the end of each subsequent one-year option term. If either party wants to terminate the lease at the end of the 5th anniversary or at the end of any option year. They shall give written notice to the other party at least 90 days before it ends. If Nicholson's does not give this notice of termination, then Nick Miller may extend the term of the lease for an additional one year term by giving Nicholson's notice of Nick Miller exercise of this right at least 30 days before the lease ends' Otherwise the lease will go from month to month until someone ends it. In the event Nick Miller is unable to obtain or maintain the State Licenses of or Local Permits necessary to operate the retail business Nick Miller may cancel this lease with 30 days notice
3. **Improvements:** Nicholson's shall promptly complete the following tenant improvements before Nick Miller occupies the premises. Repair and paint the existing walls if needed, clean or replace the carpeting. Nick Miller will be responsible for any security improvements. (windows bars, security cameras, etc.)
4. **Maintenance and Repairs:** Nick Miller shall maintain the premises in a safe, orderly and sanitary condition and properly dispose of all refuse and garbage. Nicholson's shall be responsible for the maintenance and repairs of the building. Nicholson's will have the right to access the mechanical room to conduct routine equipment maintenance.
5. **Liability:** Nick Miller and Nicholson's and their respective insurers are responsible for losses arising under this lease and related to their own personal and real property



regardless of who is at fault. Each party waives their subrogation rights against each other for losses related to personal and real property. Each party and their respective insurers are responsible for personal injuries arising under this lease to the extent caused by their own negligence.

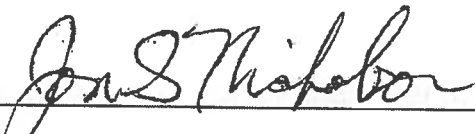
6. Defaults & Remedies: If either party fails to make payment owed under the lease; fails to fix a default under this lease in 20 days of notice of default; or make misrepresentations, then either party may do any of the following: terminate the lease, cure the default and offset the amount owed against the rent or add it to the rent, as the case may be, and pursue any other legal remedy.
7. Destruction & Condemnation: Nicholson's shall repair or replace damages caused by flood, fire or similar casualty. Nick Miller's rent is abated until it is able to return to normal business and it's lease is extended for the period of abatement. The tenant may terminate the lease if Nicholson's does not start repairs within two months of the casualty, Nicholson's does not complete the repairs within one year of the casualty, or the casualty occurs less than one year before the lease term expires. Nicholson's may terminate the lease if the amount of damages exceeds \$20000.00. This lease terminates if the building is condemned.
8. Assignment & Subletting: Nick Miller may not assign or sublet the premises without the written consent of Nicholson's. If Nicholson's fails to respond to Nick Miller's request within 30 days of the request, consent is deemed given for the assignment or sublease.
9. Subordination, Non-disturbance, & Attornment: This lease is subordinate to any deed of trust encumbering the premises. If the trustee of a deed of trust forecloses on the premises, this lease remains in effect and Nick Miller shall recognize the purchaser of the premises under the deed of trust as the new landlord provided that the new landlord assumes all of Nicholson's obligations under this lease and does not disturb Nick Miller tenancy.
10. Arbitration: Binding arbitration is the exclusive means of resolving any dispute related to this lease, including tort claims. Alaska's Revised Uniformed Arbitration Act (AS 09.43.300 to .595) and all subsequent arbitration statutes govern the arbitration proceedings. The arbitration proceedings are to take place in Bethel, Alaska.
11. Miscellaneous: This lease contains the entire agreement among the parties. The parties may amend this agreement in writing signed by all parties. Alaska law controls this agreement. The parties shall give all notices required in this agreement to the address specified above as follows (deemed received as specified in parentheses) : by hand(upon delivery), via Fedex, UPS or USPS (when signed for by receiving party) , by email (by email confirmation). Waiver must be in writing. No clause is to be construed against another party since this agreement was negotiated in the spirit of mutual cooperation. Neither party is liable for Force Majeure events.



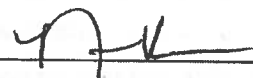
Signatures and Dates

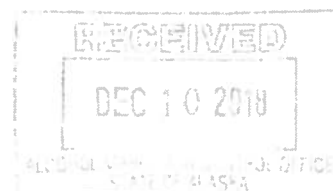
The date this agreement is signed by the last party (as indicated by the date associated with that parties signature) will be deemed the effective date of this agreement.

Nicholson's Auto Inc.

By:  date: 7-23-2018
Jon S. Nicholson, President

Nick Miller

By:  date: 7-23-2018
Nick Miller



LEASE ADENDUM 1

This **LEASE addendum** is made this 23 day of July 2018, by and between **Nick Miller**, (hereinafter "**LESSEE**"), and **Nicholson's Auto Inc**, an Alaskan corporation. (hereinafter "**LANDLORD**").

WHEREAS, LESSEE and LANDLORD understand and agree to the following;

1. The LESSEE/LANDLORD understand and agree the property is going to be used for a marijuana business
2. The LESSEE/LANDLORD understand and agree that incase of default lessee/landlord will not take possession or remove marijuana from the premises and AMCO enforcement will be contacted to take possession.

LANDLORD:

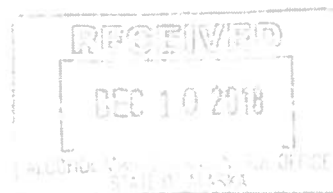
Jon S. Thakoon

7-23-2018
Date

LESSEE:

NM
Nick Miller,

7-23-2018
Date



THE DELTA DISCOVERY NEWSPAPER
P.O. BOX 1028
BETHEL, AK 99559

AO/PO# _____
CASE NO. _____

Nick Miller

dba Alaskabuds, LLC.

NAME OF PETITIONER

P.O. Box 241521

Anchorage, AK 99524
ADDRESS OF PETITIONER

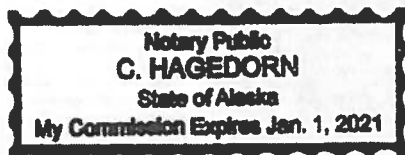
For Notice of Retail
Marijuana Store License Application.
Ads were published
on 2/27/19, 3/6/19.
and 3/27/19

AFFIDAVIT OF PUBLICATION

UNITED STATES OF AMERICA, STATE OF ALASKA, 4th DIVISION, BEFORE ME,
THE UNDERSIGNED, A NOTARY PUBLIC THIS DAY PERSONALLY APPEARED,
Kelly J. Lincoln, WHO, BEING FIRST DULY SWORN, ACCORDING TO LAW, SAYS
THAT SHE IS THE Office Manager OF THE DELTA DISCOVERY NEWSPAPER,
PUBLISHED IN BETHEL IN SAID DIVISION 4th AND STATE OF ALASKA AND
THAT THE ADVERTISEMENT, OF WHICH THE ANNEXED IS A TRUE COPY, WAS
PUBLISHED IN SAID PUBLICATION ON 2/27/19 AND THEREFORE FOR A TOTAL
OF 3 CONSECUTIVE ISSUE(S). THE LAST PUBLICATION APPEARING ON
3/27/19 AND THAT THE RATE CHARGED THEREON IS NOT IN EXCESS OF THE
RATE CHARGED TO PRIVATE INDIVIDUALS.

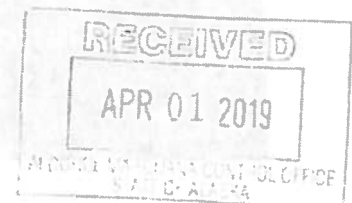
Kelly J. Lincoln
KELLY JEAN LINCOLN
OFFICE MANAGER,
THE DELTA DISCOVERY NEWSPAPER

SWORN TO ME BEFORE ON 26 Mar 19



[Signature]
SIGNATURE OF NOTARY
Casper Hagedorn
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES ON 1 Jan 21



CLASSIFIEDS

For Sale

For Sale:
Hitler Amish built woodstoves. UHMW Plastic sled runners. 543-2379. (11)(3/1-cnx)

FOR SALE

300 Gallon Plastic Water Tanks in stock. Call Shorty at Shorty's Shop for pricing. 543-3158 or 543-3157 (19)(9/18-cnx)

18' SSV Lund with 60 hp high thrust Yamaha 20 inch shaft. About 150 hours on motor, maintained well with no problems. In excellent condition. Lund boat reinforced side and motor mount, no leaks. Minor dents. Asking \$11,000. Email me at boy4ever79@yahoo.com. (42)(12/23-cnx)

For Sale: Plastic Water Tanks

Only 31' wide, 70" high, 74" long. 500 Gallons, easily connect two for 1000 gallons! Fits through most doors for easy installation. Contact Shorty for pricing and information (907) 543-3157. (35)(8/21-cnx)

Equipment for Sale

1984 KALMAR LHM28-1200 HD Mast Forklift;
1990 Ford Aeromax LT 9000 Tractor (blue), SWB Tandem, CAT DSL, 10 Spd STD, dual tanks, good rubber;
Steel Flat Deck Barge "OBI";
Steel River Tug/Pushboat "M/V AKI". All located in Bethel. For more information call Dave at 907-545-1959 or 907-892-8496. (50)(8/9-cnx)

2017 Chevy Silverado 1500 LTZ Crew Cab 4WD. It was purchased last year and is never used. 25 miles. \$48,000. 907-545-0375. (21)(12/5-cnx)

For Rent

OUTSIDE STORAGE SPACE FOR RENT. EQUIPMENT, BOATS OR VEHICLES. NEAR BOAT HARBOR, FENCED IN AREA. 543-2402. (16)(3/17-cnx)

FOR RENT

1,350 sq/ft office/commercial space for rent. Excellent space in very nice well-maintained building located next to Arctic Chiropractic at Alex Hatley on Chief Eddie Hoffman Highway. Available starting in October. \$3,750/mo for building, \$4,000/mo for building and garage. Call Chris 543-7800. (43)(9/30-cnx)

Real Estate

For Sale 23,500 square foot lot/downtown location on Chief Eddie Hoffman Highway (or State Highway) across from Fire Station. Serious offers only. 907-543-3552. (23)(7/28-cnx)

Public Notice

VFW MEMBERSHIP Freedom isn't free, and millions of Americans have paid the price for the freedom we enjoy today. Since 1899, the Veterans of Foreign Wars has served those who served America. From writing veterans legislation and then leading the fight to get it through Congress, to community projects that benefit all Americans, the VFW is an opportunity for veterans to continue to serve. Contact the

VFW Robert V. Lindsey Post #10041 at 543-2241 and ask what you can do for your community. (83)(3/26-cnx)



NOTICE OF ABANDONED MOTOR VEHICLE

Black 2010 Hyundai Santa Fe Sport 2.0T VIN No.: 5XYZUDLA3DG072483 State License No.: GWV 989 TO WHOM IT MAY CONCERN
The above vehicle was abandoned in May 2018. It is presently located at 320 3rd Avenue in Bethel, Alaska. Attempts to locate the owner have been unsuccessful. The vehicle is deemed abandoned under AS 28.11.010 and the title to the vehicle will be transferred to the private property owner if not redeemed within 30 days. Please call Wilson Green at (907) 545-3320 or (907) 543-2220. (90)(2/13-3/6)

ONC Public Disclosure Notice

The Orutsarmiut Native Council (ONC) will be submitting its 2018 Native American Housing Assistance and Self-Determination Act (NAHASDA) Annual Performance Review (APR) on or about March 21, 2019. A Draft Copy of the plan is available at ONC Offices. If any ONC tribal member, official or other member of the public has comments or questions, they may be directed to Calvin Cockcroft, ONC Tribal Housing Administrator, at 543-2508. Comment period deadline is March 20, 2019. (79)(2/20-3/13)

NOTICE OF AVAILABILITY FOR PUBLIC COMMENT

Finding of Suitability to Transfer (FOST)
The Alaska Army National Guard plans to dispose of and terminate its license for a 0.61-acre parcel on which the Aklachak Readiness Center is located on, in Aklachak, AK. In compliance with Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, a Finding of Suitability to Transfer (FOST) was prepared for the property.

The FOST document is available for a 30-day public review period from March 1, 2019 through April 1, 2019. The document is accessible online at the following website: <https://aws.state.ak.us/OnlinePublicNotices/Default.aspx>. Alternatively, a printed copy is available for viewing at: Z.J. Loussac Public Library, 3600 Denali St., Anchorage, AK 99503. Comments can be sent electronically to: patrick.geary@alaska.gov or written comments should be sent to: Patrick Geary, ECOP Program Manager, State of Alaska DMVA, AKARNG Environmental Section

P.O. Box 5800, JBER, AK 99505 (146)(3/6)

NOTICE OF AVAILABILITY FOR PUBLIC COMMENT

Finding of Suitability to Transfer (FOST)
The Alaska Army National Guard plans to dispose of and terminate its license for a 1.49-acre parcel on which the Tulukak Readiness Center is located on, in Tulukak, AK. In compliance with Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, a Finding of Suitability to Transfer (FOST) was prepared for the property.

The FOST document is available for a 30-day public review period from March 1, 2019 through April 1, 2019. The document is accessible online at the following website: <https://aws.state.ak.us/OnlinePublicNotices/Default.aspx>

Alternatively, a printed copy is available for viewing at: Z.J. Loussac Public Library, 3600 Denali St., Anchorage, AK 99503.

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P.O. Box 5800, JBER, AK 99505 (146)(3/6)

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA FOURTH JUDICIAL DISTRICT AT BETHEL

In the Matter of the Estate of: PAULA JEAN KOMPCKOFF, Deceased.

Case No. 48E-17-134 ES, NOTICE TO CREDITORS

Notice is hereby given that KAYLYND COLLINS, has been appointed Personal Representative of the above-captioned estate. All persons having claims against the decedent are required to present their claims within four months from the date of first publication of this Notice or said claims will be forever barred. Claims must be presented to KAYLYND COLLINS, Personal Representative of the Estate, c/o VALCARGE LAW OFFICE, LLC, P.O. Box 409, Bethel, Alaska 99559, or filed with the Court.

DATED this 6th day of March, 2019 at Bethel, Alaska

Personal Representative
VALCARGE LAW OFFICE, LLC
JIM VALCARGE (127)(3/6-20)

Alaskabuds, LLC

is applying u...
a new Retail...
license #187...
ALASKABUD...
Third A...
JHR

Interested per...
application l...
statement of re...
to their local...
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Control Office...
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mised the app...
and has given...
local governm...
lien is determin...
objection dea...
application va...
website at h...

alaska.gov/aleb...
should be sent to AUCO at marijuana...
licensing@alaska.gov or to 553 W 7th...
Ave Suite 1000, Anchorage, AK...
99501.

Callista from page 5

are working currently in St. George and at the Kivalina Airport. We do this because we enjoy working within Alaska to rebuild communities in partnership with the state and federal government."

Jordan's full testimony can be found at [calistacorp.com](http://bit.ly/yf-2019FebCalDC). The House Natural Resources Committee posted the full hearing on YouTube, Jordan's testimony can be found at <http://bit.ly/yf-2019FebCalDC>

Calista Corporation is the parent company of more than 30 subsidiaries in the following industries: military defense contracting, construction, real estate, environmental and natural resource development, marine transportation, oil field services and heavy equipment sales, service and rentals.

Speak Mind from page 6

When an Indian was found, rumored, or even thought to have spoken their native language by a staff member, their mouths were forced open and cleaned with soap. Their objective being, to purify the dirty form of communication that is shared between Natives alike. All because our Native Americans, our ancestors, our predecessors, the ones who walked this earth before us, were told that our culture was inferior to theirs.

According to my very own grandmother, who had no choice but to attend Chenaia Indian School, a boarding school located in Salem, Oregon, her 4 years were quite unforgettable. In her own words, she said, "Yugun qalutiekvayaita-akut," which means, "They told us not to speak Yup'ik."

When asked how they were scolded and punished, she looked straight into my eyes and remained silent. Those moments of silence were flashbacks of the harsh conditions that she had to survive for 4 long years.

My dear grandmother said thousands of our Yup'ik elders and ancestors were extracted from their homes and sent to various boarding schools throughout Alaska and the lower 48. Out of respect, I called off the interview, hoping and praying that I did not cut open old scars.

She made one final comment. She said she was not allowed to communicate with our family during her duration at Chenaia. She was not allowed to call, send letters, or be in contact to the ones that she held closest to her heart.

The damage caused by the BIA cannot be undone. According to the Alaska Native Language Center, only 45 percent of our 21,000 Yup'ik people can speak Yup'ik. My grandmother along with other Yup'ik elders say within a century, our language will cease to exist.

The conclude, the BIA damaged the cultures of many Native American Tribes. An immense amount of our Native Americans who endured Boarding Schools are still alive today. The BIA's ways were inhumane, traumatizing, cruel, and unjust. Hopefully, I have shed some light on the forgotten chapter of one of the darkest moments in our culture's history when the BIA, tried to save the man, but killed the Indian.

Jakob Sipary of Napaskiak, Alaska delivered this speech at the 2019 Drama, Debate & Forensics State Championships held Feb. 22-24, 2019 in Anchorage, AK. He won First Place in the Informative Speaking category for his oratory.

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25 cents a word • Deadline: Friday, 5 p.m.

Office: In the Subway Building - 401 Ridgecrest Drive

P.O. Box 1028, Bethel, AK 99559

Phone: (907) 543-4113 • Fax: (907) 543-4116



RESOLUTION
Bethel Planning Commission
Resolution No. 2019 – 01

A RESOLUTION OF THE PLANNING COMMISSION APPROVING THE CONDITIONAL USE PERMIT APPLICATION BY ALASKA BUDS FOR RETAIL MARIJUANA STORE LOCATED AT 660 3RD AVENUE SUITE B, IN BETHEL, ALASKA, UNITED STATES SURVEY 3230, LOTS 10 & 11, BLOCK 11 IN THE BETHEL RECORDING DISTRICT.

WHEREAS, Bethel Municipal Code (BMC) Section 18.36.030 states that any use which includes marijuana retail sales is permitted only by a Conditional Use Permit; and

WHEREAS, Alaska Buds, has submitted a Conditional Use Permit Application for the purpose of opening a retail marijuana store; and

WHEREAS, the Planner for the City of Bethel has reviewed and wrote findings of fact and recommendations for the Conditional Use Permit application and determined that it conforms to the requirements pursuant to BMC 18.60 (Conditional Use Permit Standards and Procedures) and 16.04 (Planning, Land Use, Platting, and Site Development), and

NOW THEREFORE BE IT RESOLVED that the **PLANNING COMMISSION** has reviewed the Conditional Use application and staff's findings and has determined that it conforms to the requirements pursuant to BMC 18.60 and BMC 16.04, and hereby approves the permit with the following conditions:

1. Parking be increased, well-marked, and well lit.

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this 10th day of January 2019 by the City of Bethel City Planning Commission Action:

Vote: In Favor: 4 Opposed: 1 Abstained: 0

ATTEST: Kathy Hanson

Kathy Hanson, Chair
City of Bethel Planning Commission

Pauline Boratko

Pauline Boratko, Recorder

Bethel Recording District:

After recording please return to: City of Bethel, Planning Department, P.O. Box 1388, Bethel, Alaska, 99559

April 23, 2019

To whom it may concern,

I am writing this letter to express opposition to the transfer of the package liquor license from Cezary Maczynski's Kusko Liquor store to the North West Company, doing business as Alaska Commercial (AC) Company in Bethel Alaska.

AC has already been given an opportunity to sell alcohol in this community and proved that they were unable to do so in a responsible manner. The opening of that liquor store had an enormously negative impact on the community of Bethel. Since the opening of the original AC liquor store numerous community members have spoken before Bethel City Council and the Alcoholic Beverage Control Board to express the ways in which the liquor store negatively impacted our community. Nothing I could write in this letter could adequately capture all of the hurt, frustration, and anger shared by community members witnessing the negative impacts of the AC liquor store firsthand. However, I would like to address two of the concerns that were repeatedly raised about the original AC liquor store. First was that the location of the original store was poorly chosen and second was that the AC staff were not enforcing policies congruent with safe alcohol sales.

The location of the original AC liquor store was the subject of many discussions. The original location was criticized for being close to people's homes and several schools. This led to increased foot track and public intoxication in this area, disrupting people's lives. Moving the liquor store to a new location, which is still close to people's homes, does not solve the issue, it simply moves it to a new location. As someone who lives within 500 feet of the proposed new location I am in strong opposition to the liquor store opening here. This area already has a lot of foot traffic as it is on one of the main roads in town. Individuals walk through this area to get into town from slough and the boat harbor. Now that there is another liquor store on Front Street we are seeing increased foot traffic from that store as well. All winter long people cut through my backyard to get from Front Street to 3rd ave heading towards Jacob's Way or the center of town. Oftentimes the individuals passing by are intoxicated. I have lived in this location less than a year and have already made multiple reports to the police department over intoxicated individuals becoming violent with others, being passed out on the side of the road, and staggering into oncoming traffic. Adding another liquor store into the mix is only going to exacerbate this problem and lead to increased public intoxication and violence, requiring additional public safety resources.

Additionally, AC liquor store proved that they were not willing to make decisions that would help lessen the negative effects of their store. Regardless of where the store is set up, if AC continues to focus on profit over the welfare of this community then the negative effects of the liquor store will continue to be felt regardless of where the store is set up. I do not have any trust in AC stepping up and making management decisions to lessen the impact of their alcohol sales on this community. Their actions in their original store suggest that they do not care about this community or working with the city of Bethel to lessen the negative impact of their alcohol sales. If they were capable of selling alcohol in a safe manner they never would have lost their license in the first place. They continuously talked about making changes in their store that would help lessen the effects of the liquor sales without ever making any progress in doing so. Please do not give AC another chance to hold a liquor license in this town after they proved time and again in the original store that they cannot be trusted.

Thank you for taking the time to read this letter. I appreciate the opportunity to speak on this matter as it is one that is very important to me and this community. I sincerely request that you do not approve the transfer of this license.

A handwritten signature in black ink, appearing to read 'Amber Jones', with a long horizontal flourish extending to the right.

Amber Jones
PO Box 2176
Bethel AK 99559
907-545-9099



Draft

**ALASKA MUNICIPAL LEAGUE
BOARD OF DIRECTORS MEETING**

Sealaska Board Room, Sealaska Plaza 4th Floor, Juneau, AK
May 8 & 9, 2019

Wednesday, May 8, 2019

10:00 a.m. – 5:00 p.m. Board Work Session – Lunch included

- | | |
|------|-------------------------------|
| 10am | Legislative update/strategy |
| Noon | Lunch |
| 2pm | Bylaws and Non-Profit Status |
| | • Employee Handbook |
| 4pm | Budget Dialogue prep |
| 6pm | Budget Dialogue with Governor |

Thursday, May 9, 2019

9:00 a.m. – 12:00 p.m. Board Work Session (Continued)

- | | |
|-----|--|
| 9am | FY2020 Budget Discussion – Action Item |
| | • Investment Policy |
| | • Shared Services |
| | • Association Plan for Healthcare |

12:00 – 1:00 p.m. Lunch - Included

2:00 – 4:00 p.m. Business Meeting

- I. Call to Order
- II. Approval of Agenda
- III. Approval of Minutes
- IV. Financial Report
- V. President's Report
- VI. Executive Director's Report
 - a. Online Sales Tax negotiation
 - b. Summer Legislative Conference
 - c. November Annual Conference
- VII. Committee Reports
- VIII. Action Items
 - a. FY2020 Budget Approval
- IX. Adjournment



CITY OF BETHEL
Managers Office

William F. Howell III
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
Cell: (907) 545-4998
bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: April 30, 2019
TO: Fred Watson, Mayor
FROM: Bill Howell, Acting Manager
SUBJECT: Manager's Report – Month of April, 26 through April 30, 2019

Current Events

- The scope of this report is limited to less than three days in position. City manager duties were assumed on April 26, 2019.
- A meeting was held with our local Union representatives Monday April 30, 2019 to discuss safety and employment conditions for employees. We plan to meet every Tuesday at 10 am to keep an ongoing dialog and to foster better communication.
- The Manager attended the Yuut Elitnurviat Executive Board meeting on April 29th at 1400 hrs. The meeting packet is attached to this report.

Departments

- A department head meeting was held on April 26th at 3 p.m. In the meeting the incoming acting manager was briefed on the status of various department projects

HR

- All department heads and Human resources have been directed to complete all past due evaluations by May 15th 2019
- HR was directed to complete all pay increase as required by the COBEA agreement. Several employees were without evaluations or the required pay increase guaranteed 30-days after their anniversary date.

Finance

- The Finance department is fully staffed. We are enjoying the new energy, experience and knowledge of our new Finance Director, Christine Blake. We warmly welcome Christine to the team and wish her success in her new position with the City of Bethel.

- Finance is working diligently to complete the audit and also get the FY19 budget current.

Public Works

- Avenues water project - bond/loan financing negotiations are ongoing with a reputable Alaskan firm.
- Public works is investigating the feasibility of credit card acceptors at the public fill points. We are also discussing the viability of a public fill at the City Sub treatment plant.
- Public works has been directed to cap the well at the Nicholson's water works lot that was recently leased to Jared Carr and Naim Shabani. The lessor has asked that the well be capped so they can begin improvements.
- Public works is researching "mile markers" for boardwalks in Pinkie's park. The idea is from recommendation received through the public safety commission.

PD

- The Chief of police has been on training. I will meet with him later this week to receive a briefing on current events in the Police Department.

Planning

- A review of the new proposed Tangik Subdivision preliminary Plat by the City's engineering firm Dowl has been approved and is expected to cost less than \$4000.00.

IT/Purchasing agent

- The IT director has updated the City Manager's voice message to a generic City manager response.
- IT is conducting an audit of all City voicemails to ensure they are correct and land in the appropriate office.
- A sole source justification for sewer pump repairs is being prepared to include these services in our sole-source agreement with Alaska Pump and Supply.

Port

- I will be working with the Port on barge renewal.

Fire

- Fire department is in the midst of completing a Fire Fighter one class and has successfully applied to the Fire Standards Council to hold our first ever Fire Fighter 2 class.

- The Acting Fire Chief is out through May 5 for a family funeral.

Budget/Financial

- Having only 2-1/2 days in the position I have not completed a full review of the FY 2019 Budget nor the budget for the manager's office.

Grants

- I received briefing from the grants manager on the status of all City grants.
- The Grants Manager sought my assistance in issuing the RFB for lift station controls. We are waiting for review by Public Works.
- I have assigned the Grant Manager to serve as the liaison for the City's Long Range Transportation Plan (LRTP). There is an open house for the public, in chambers, from 5:00-7:30 p.m. on May 29, 2019. Council members are invited. Snacks will be served.

PLANNING DEPARTMENT



Monthly Manager's Report April 2019

To: Acting City Manager Bill Howell
From: Planning Director, Betsy Jumper

The Planning Department has officially entered the development season. We have received 10 site plan permits for adding fill to properties, relocating houses on existing properties to abide by setback requirements, and the construction of single family dwellings.

We had a Planning Commission meeting on the 11th of April. Our action items included ONC's Ciullkulek Subdivision Development Agreement recommendation. Commissioners also approved land leases with GCI and BTP LLC.

If all goes well we will have AC Liquor Store's Conditional Use Permit (CUP) on the upcoming May agenda. We are also currently reviewing the Bethel Municipal Code on how to change and rewrite codes. We are also looking into commercial parking lots and the backing up onto the highway.

The 1st of April, administration purposed a new Planning budget that will be reviewed by City Council. The proposal is to defund the current administrative assistant position and change my position to assistant planner and a hire a new planner. I have attended three city council budget meetings but they have not gotten to the Planning budget yet.

KYUK's Reporter Anna Rose MacArthur stopped by the Planning Office for an interview with Pauline and I. We discussed the paper process about the removal of junk vehicles. We shared with her details of the process, and gave her a tour of the Public Works yard where the impounded vehicles get stored.

I also have been working with the subdivision developers. I am currently working with Tanqik and waiting to hear back from them so that we can get everything processed to go to the planning commission. Tanqik Subdivision Agreement is scheduled to be on the June's 2019 agenda.

In conclusion, we anticipate a busy summer, and look forward to what the season is going to bring.



CITY OF BETHEL
Fire Department

Daron Solesbee, Acting Fire Chief
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: April 29, 2019

TO: Bill Howell, Acting City Manager

FROM: Daron Solesbee, Acting Fire Chief

SUBJECT: Management Report, April 2019

Current Events

- Bethel Firefighters and Utilities personnel tested hydrants on the Institutional Corridor (IC) water system. Several of these hydrants demonstrated flows in excess of 1000 gallons per minute.
- The department is assisting in scheduling hearing testing for May 20-22, 2019.
- We are working with representatives of the Lower Kuskokwim School District to upgrade fire protection systems including a new water storage tank, address signage, hydrant plans, and fire access roads.
- The annual Cama'i Festival was a wonderful success this year. Our staff and volunteers performed safety inspections and alarm tests prior to the commencement. There were no significant EMS or fire incidents during the festival.

Community Planning/Preparedness

- During April, the department ordered 19 address plaques for the community. The department has ordered 769 address signs since inception of the program. For those needing assistance, the department has installed approximately 10% of these signs at the request by property owners. The department also oversees and facilitates ordering of commercial signs with an Anchorage vendor. We are reposting our PSA on social media to rekindle awareness.

- The Department is working with the administration to update the City of Bethel Emergency operations plan.
- The Department is assisting administration with the cleanup and disposal of a release of Muriatic Acid inside a storage container at the pool. The storage container was secured by BFD personnel with a Knox padlock until City personnel receive the proper training to neutralize and dispose of the materials.
- Bethel Fire Department has been selected as a test site for the new Medicaid supplemental reimbursement program (GEMT). Being part of this pilot will allow Bethel to shape the program to meet Bethel's needs. GEMT legislation (HB 176) was signed into law in June of this year. This law allows municipal ambulance services to receive reimbursement of 50% or more of the uncompensated cost (UCC) of providing ambulance service.

Bethel's ambulance service costs the City around \$1500 per transport. The City receives about \$400 from Medicaid per transport. The City would be able to receive reimbursement for at least half of the UCC, \$1100. Current estimates suggest as much as 150K-200K in revenue from this program. These funds must be used for EMS purposes. The Department is waiting for further information on steps needed to participate

Training

- On 04/02/19 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed care and treatment for OB/GYN emergencies and practiced the procedure for emergency childbirth.
- On 04/11/19 at 7:00 p.m., a Fire Meeting was held at the fire station. Responders reviewed and conducted drills for vertical ventilation and ground ladders.
- On 04/16/19 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed and practiced care and treatment procedures for pain management.
- On 04/25/19 at 7:00 p.m., the Fire Meeting was held at the fire station. Responders reviewed procedures and conducted drills for fire attacks.
- Five candidates are progressing through their Firefighter-1 training. Recent topics of instruction include Ventilation, Water Supply, Fire Attack and Foam, Hose Deployments, Fire Fighter Survival, Salvage and Overhaul, Fire Prevention and Public Education, and Fire Fighter Rehabilitation. The course will conclude on June 8, 2019 with State of Alaska Written and Practical Skills Examinations.
- The State of Alaska Bureau of Fire Accreditation, Standards, and Training (BFAST) and Fire Standards Council (AFSC) approved the department to instruct a Firefighter-2 course in June 2019. This course will deliver advanced training in the

Incident Command System, Foam Application, Coordinating a Fire Attack, and Vehicle Extrication.

- EMI-Alaska, Inc. instructed a 16-hour HAZWOPER course to complete the 40-hour HAZWOPER training for City of Bethel personnel on April 10-11, 2019. There is a 3-day OJT requirement for each person to complete in order to receive their 40-hr HAZWOPER certificate. The department contacted EMI-Alaska, Inc. with a request to assist and provide oversight to the City of Bethel in the clean-up of the hazardous materials site next to the Bethel Pool. This will meet the 3-day requirement.
- Captain Solesbee attended the 34th Annual Alaska Association of Fire and Arson Investigators Training Conference in Ketchikan from April 20-27. This training is essential to the department to ensure the proper investigation of fire and arson related incidents.
- The department is coordinating the delivery of a State of Alaska EMT-2 Initial Course from May 26 – June 1, 2019.

Responses

- Between 04/01/19 and 04/29/19 the Bethel Fire Department responded to 134 EMS and 20 Fire incidents.
- During this period, 53 EMS incidents (39.5%) were alcohol-related.
- On 03/05/19 at 6:27 p.m. firefighters responded to East Avenue for the report of a steam bath fire. Upon arrival, Firefighters observed a fully involved steam bath.
- On 04/02/19 at 9:21 p.m. medics responded to Rav'n Alaska for the report of a person who fractured their hip. The patient was assessed and transported to the hospital.
- On 04/02/19 at 11:08 p.m. firefighters responded to Joe Lomack Beach for the report of a bonfire. Firefighters informed the individuals that open burning on the ground is not allowed within City limits. The individuals were advised that they would be allowed to burn items without a burn permit inside a barrel that has a screen on top.
- On 04/04/19 at 10:30 p.m. firefighters responded to Joe Lomack Beach for the report of a fire with intoxicated people around it. On arrival, there was no one around the fire. Crew then put the fire out and returned to quarters.
- On 04/07/19 at 5:08 p.m. firefighters responded to Ptarmigan Road for the report of a grass fire. Firefighters arrived to find a grass fire that was no longer burning, deployed hose line, and checked the area to ensure there were no embers remaining. Firefighters cleared the scene and returned to quarters.

- On 04/12/19 at 6:00 p.m. firefighters responded to the Old Senior Center for the report of a grass fire. Firefighters deployed hose lines, extinguished the fire, and checked the area to ensure there were no embers remaining. Firefighters cleared the scene and returned to quarters.
- On 04/16/19 at 5:00 p.m. medics responded to the YKHC Prematernal Home for the report of a person in labor. Upon arrival, medics assessed the mother and performed emergency childbirth of a healthy baby. Medics transported both patients to the hospital.

Budget/Financial

- The department is operating within budget.
- The proposed FY 2020 budget was submitted to the manager for review.

Grants

- The Department was awarded funding through the Volunteer Fire Assistance program for \$7,470, for three sets of firefighting turnouts. Due to Federal budget cuts to the VFA program, this award was cut in half.
- The Department applied for and passed the first round of approval the Phase 18 Code blue Grant for \$45,000 for the remount of Medic-5 to a new chassis. Funds have been awarded and will be reimbursed once expenditures are made.
- The Department was awarded \$7,500 in Code Blue grant funding for a new power stretcher for Medic-6. The YKHC EMS Department administers this grant and BVESA has committed matching funds. The stretcher is in service in the new ambulance. We are waiting for invoice to make final payment and close the grant.

Staffing/Recruitment

- The Department has one open Firefighter/EMT position, which is being advertised on the State of Alaska ALEXS website and nation-wide on the IAFC's Daily Dispatch website.
- All employee evaluations are being completed.

Vehicles & Equipment

- A bill of sale and title was provided to administration to dispose of E-28. Once signed the surplus fire vehicle will be property of the Native village of Napaimute.
- The new ladder truck is receiving warranty repair for a problem with the nozzle nesting feature and repairs to the Compressed Air Foam System (CAFS) compressor. We are outfitting the new ladder truck with firefighting and rescue equipment.

FIRE DEPARTMENT VEHICLE STATUS			
Vehicle	Type	Year	Status
Medic 4	Ambulance	1999	<i>(Backup ambulance) In service, Airbags repaired.</i>
Medic 5	Ambulance	2003	In service. Frequent no starts/dead batteries. (Plan to remount to new Dodge chassis in 2018/2019)
Medic 6	Ambulance	2017	<i>(Frontline Ambulance) In service.</i>
Engine 4	Pumper	2013	<i>(Frontline pumper) In service, Seat belt sensor silenced but still needing repair by V&E. DEF tank heater malfunction parts on order.</i>
Engine 3	Pumper	1986	<i>Being outfitted as a tender and water supply unit. 3000 feet of LDH. (Poor overall condition needs replacement) Generator mounting parts ordered for installation</i>
Truck 1	Ladder Truck	2017	Outfitting, in service
Com 1	Pickup	2014	In service
Com 2	Pickup	2004	In service.
Tanker 1	Tanker (1500 gallon)	1980	Out of Service
Truck 1	Ladder Truck	1980	Out of Service

Memorandum

Date: April 25, 2019

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



April 2019 Current Events

- **New Finance Director:**

April saw the addition of a new Finance Director, Christine Blank, into the City of Bethel family. She has been added to the City network and has been orientating herself with the workings of the City machine this month.

- **Budget Review with Council:**

Another highlight of the month was getting the chance to discuss the IT department's budget with the City Council and answer any questions they had over the costs of items, justifications, or places we could possibly cut. As the budget process moves forward, more things may need to be fine-tuned before the IT budget is finalized for FY20.

- **Finalized Policies and Procedures:**

April saw, in collaboration with the legal department, the finalization of several policies and procedures that will be used to encompass all City employees as far as network usage and appropriate behavior. All employees will be made to sign these policies as read and acknowledged. The policies that were implemented were the following:

- Computer Use Policy
- Unique ID Policy
- Antivirus Policy
- Media Disposal Policy
- Password Policy

- **New Access Points for Public Works:**

Managed to procure the hardware needed in order to swap out the wireless access points at Public Works. The new access points will be the same model that are used throughout the rest of the city and will complete my endeavor for uniformity. The new models offer a lot more control and security than the currently used hardware and perform better overall as far as range and speed. I hope to have the access points set up and installed within the following month.

- **Video Upgrades for Chambers:**

Managed to obtain and set up some hardware that will allow the City Clerk to more easily present information to both Council and other audiences within Council chambers. We are hoping to replace the projector with large LED televisions that will be easier to see when the room remains lit. Additionally, the Clerk will be able to share on multiple screens at once.

Memorandum

Date: April 25, 2019

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



- **Caselle Update from 2018.11.204 to 2019.2.135:**

Pushed a major Caselle update out to all workstations using it. This took the version from 2018.11.204 to 2019.2.135

- **Business-As-Usual:**

Beyond the above-mentioned items, the month has been spent fixing or helping with run-of-the-mill trouble tickets such as email issues, printing/scanning, Caselle access, cellphone replacement, missing network drives, login problems, etc.

Future Plans

- **Budget Finalization and Projects:**

Pending the finalization of the FY20 budget, I hope to start getting the ball rolling on whatever capital expenditure projects get approved by Council. In this I will obtain hard quotes for hardware and scopes of work and then, in the next few months, schedule purchases of hardware or services.

MEMORANDUM

DATE: 04.30.2019
TO: Bill Howell, Acting City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report –

Programs/Divisions

Public Works Director:

Hauled Utilities:

The Hauled Utilities Dept has been doing great this month besides having trouble with the trucks on maintenance. We'd have four to five trucks both for water and sewer routes running but still get the job done. Thanks to all the drivers that are helping out to keep the services running in the hauled utility department.

A few of the trucks are running slower than they usually are pumping and requires more time to finish the routes. A big thank you to all the drivers who are helping others to finish their route sheets on time.

We are looking forward to all the new trucks for the department that will greatly help save time and hopefully getting more drivers to cover the route sheets to finish on time without overtime.

We are getting by with the drivers that are currently working but still need more drivers to finish the work without too much overtime for some of the drivers that are covering for the other drivers on leave or have called in sick.

The Hauled Utility Dept has a very old company truck that I use for this department. The company truck needs a lot of maintenance done and worn out pretty much. The driver side door can't properly close and the door has to be lifted to properly close but still doesn't close properly. Seem like the door was pryed open when the keys were locked in. There is an inch or a half inch gap on the top of the driver door when closed.

The front wheels seem to be misaligned even after the whole drive line was maintained and upgraded. The truck wobbles when doing tight turns like the wheels would come off.

We could use the fuel tank on the truck but the tank is pretty rusted and the fuel filter shows a lot of rust in the tank. The fuel pump seems to be rusted and worn. We tried to get maintenance done on the fuel tank but V&E doesn't want to maintain the fuel tank.

The cab is too small for the CWS workers when I have three CWS workers on board.

The truck uses a lot of fuel even after both tanks are topped off each fuel up. Sometimes the fuel pumps on the two tanks don't work and shots off the engine to start back up with the other fuel tank.

Some of the drivers need safety gear and the high visible safety clothing with the rain gear for the summer seasons. A lot of the drivers need new boots and some are wearing torn up gear or their own personal clothing to work. The work gear doesn't last three months with all the work the drivers do and get pretty torn up by the fourth or fifth month of use. Especially, the high visibility work jackets used by the drivers and we don't have enough funds for the clothing.

Utility Maintenance:

- Lagoon discharge operations are shut-down until spring. Normal operation for winter is ongoing.
- 12 alarms on residential lift stations were responded to. Multiple issues with grinder pumps, heat trace, and float systems.
- Monthly meter reading and service connections were completed
- Main Lift Station pump work –Pump #1 still in Anchorage for major repair. Pump and parts have arrived. Repairs expected to take 1-2 weeks. Lift Station is running on 2 pumps for now.
- Clean up and organization of shops.
- 18 residential lift station repairs
- Line flushing and leveling activities on low-flow and plugged sewer lines. Non-compliance reports were filled out per DEC requirements.
- Daily safety meeting.
- All 3 Utility Maint. Trucks are having issues that require repairs. Several of these are major safety issues. Continue to work with V&E to repair them, but some issues are arising due to 2 of the vehicles are more than 10 years old.
- FAA lift station is thawed out and operational.

Property Maintenance:

- PW Building
 - Boiler #1 completely removed. Boiler #2 is sole operation of building heating system.
 - Hot water system has been removed from PW building as part of the boiler/mechanical space remodel. PW building will not have hot water until the boiler project is complete.
 - Fire sprinkling system in PW still NON operational.
 - Used oil filtration and water separation system needed complete rebuild. Drained down, removed filtering, cleaned and replaced. Addition of plumbing to aid in water separation.
 - Water trapped under building causing drive and parking to wash out. Cut drainage path, de-iced culverts and began pumping water out from low spots under the building.
 - Foundation piling inspection has revealed sinking and heave of support posts and beams.
 - No smoking sign installed on building in appropriate locations.
- City Hall
 - Manually selecting operation of boiler as the temperatures are fluctuating greatly from day to night.
 - Rear entrance stairs are rotting. Two different expanded metal stairs plates had to be repaired. Project to replace the stairs in entirety as a summer project.
 - Wheel chair ramp section at front entrance is showing signs of degradation and will need to be rebuilt or replaced. Project this for summer. Materials quotes requested.
 - No smoking sign installed on building in appropriate locations.
 - Installed TV mount for Lori.
 - Investigated soft section in floor reported by Tamara.

- Court House
 - No smoking sign installed on building in appropriate locations.
 - OCS is moved out of leased space exit walkthrough
 - **Dry Sprinkler System:**
 - Dry system is back in NORMAL operation minus ONE isolated sprinkler head located on the outside of the building to the left of the front main entrance. Project to have contractor complete repair from break Spring/Summer of 2019. Contractor is in communication with city building maintenance and scheduling a time for the work to be completed.
 - The dry system has a small leak in the dry system piping just above court room 4. Leak is temporarily fixed and holding. Static air pressure is remaining constant with additional help from the fire system air compressor. A plan is being developed to have the dry system evaluated for replacement and repair Spring/Summer 2019 by a contracted service.
 - **Holding Cell Area Door:**
 - Door ordered from AHS, shipped and received. Prep work has begun to add the new wiring, relight vision, latching hardware and paint for install. Door removal and replacement will be coordinated with Alaska State Court System. The area where the door is a sensitive area as inmates are transferred through this area.
 - **Water leak damage remediation survey:**
 - Industrial Hygienist from Advanced Look Solutions in Anchorage completed an Environmental survey off all areas within the court system that was affected by the water leak. Sample have been sent to lab in Lower 48 for testing and results are expected to be returned in April.
 - A plan for remediation/remodel work will begin once results are returned and priority areas have been identified.
 - Reports returned. No hazards present in lab samples tested.
 - **Dirty sprinkler heads and escutcheon plates:**
 - All protruding sprinkler heads have been cleaned and inspected.
- Dog Pound
 - Replaced door latching hardware 3 times from vandalism.
 - Bethel Friends of Canines has transitioned and is using the building more often.
 - Area donated for BFK9 kennel relocation has been scraped clear of ice and debris.
 - Surveyed and staked off pad sight for sand pad prep.
 - BFK9 has been in close communication in the process of relocating their kennel to the property.
- Log Cabin
 - Boiler is consistently found tripped during building rounds. Building is temporary closed to resident use of the building due to a sewer line freeze and boiler reliability

issues. Boiler remains operational with daily rounds to ensure adequate warmth of the building. Water service has been isolated and lines drained to prevent freeze up.

- YKFC - Pool
 - Requests for assistance with the boiler are frequent. The department assists when able.
 - Meeting completed with Pool management staff to determine cause of repeated issues with the boiler system. The issues have primarily been pressure related and high temp limit related. Action plan to evaluate the system in its entirety for correct daily operation is in place.
 - Boiler #1 – complete shutdown and cleaning performed. Function checks completed after and boiler placed back online.
 - Water line failed in the pool chemical dispersing system. Line repaired and system put back in normal operation.
- Police Department
 - Periodic low fuel level alarm activation for the emergency power generator. The issue has been isolated to a set of terminals outside the building that get wet and short causing a false alarm. The alarm will short and activate when the weather is rainy and windy.
- Billy's Water plant
 - Boiler #1 shut down and Boiler #2 fired. To even out boiler usage.
 - Boiler #1 also had a failed fuel pressure gauge. Gauge was replaced Boiler #1 is back in normal operation as needed.
 - No smoking sign installed on building in appropriate locations.
- Sean's Water Plant
 - Boilers monitored daily as they are the main source of heat for the City sub water utility lines.
 - No smoking sign installed on building in appropriate locations.
- Teen Center
 - Boilers are monitored daily as they are a "Boost" of temperatures supporting the heat loop that runs through the City Sub water utility lines.
 - No smoking sign installed on building in appropriate locations.

Parks and Recreation:

- Lions Club Park
 - Picked up trash from entire park location. Emptied ALL trash bins.

As spring is quickly approaches a list of projects for the summer are being developed within the department along with projected timelines.

- Projects so far, more to be considered.
 - Owl Park (projected dates May 27th thru June 7th)
 - Install of new playground equipment and play ground material

- o All play parks
 - General maintenance and grounds upkeep
- o Pinky's Park
 - Softball field refurbish/re-sod/re-seed
 - Dugout repairs, repaint
- o Soccer Sports Field
 - Hydro Seed
 - Maintenance contract options for field to be discussed
 - Install bleachers
 - Paint concrete blocks High Vis
 - Install soccer goal posts
 - Place Portable restroom facilities
 - Install bike rack
 - Place information bulletin stand
- o Airport Cemetery
 - Ordering additional fencing
 - Installing additional fencing
 - Hydro seeding expanded sections
- o Boardwalks
 - Trial Lighting pole project
 - General maintenance and upkeep
 - Vegetation trim back
 - Way finding signage
 - Location marking signage project.

Road Maintenance:

Streets and Roads, now that the city sand pit has been thawing out, we have been out at the pit pushing up sand with the D-8. This will be on-going for the next few weeks as it thaws to strip ground so that we can push up a landfill cover pile, road sand pile, and a road salt sand pile.

Streets and Roads has been hauling cover to the landfill from city sand pit for the last three weeks with one or two dump trucks. We will help as long as we have drivers or dump trucks, and not on other road projects.

Streets and Roads unloaded the four freezer vans of Calcium Chloride 52, 2500lb bags that was on the south side of the city shop. We will start laying this down on the roads when the rain stops and the roads starts drying out.

Streets and Roads is done with the steaming culverts this year, a total of 76, culverts, and in most years we would have to thaw over 150 culverts. The new steamer works great at 350 degrees and higher pressure. It is 2-3 times faster, uses less water and fuel than the old steamer.

Vehicles and Equipment:

This month has been productive besides the fact that we have mechanics gone due to injury. We just had a temporary mechanic yesterday. This will help a lot. We did get a couple of the large projects done that were very time consuming. It is still a fight to try and keep up with other departments issues when 95% of our time is fighting to keep the water and sewer trucks on the road. It is going to be nice when the new sewer trucks arrive. On the other hand, the fact that we need to run these water trucks for another 14 months is quite scary. I know I have said it in the

past months but trying to find parts for these dinosaurs is ridiculous and sometimes impossible. It may come down to buying used parts just get us by, since nothing new is available. We have also done a lot of winter tire swapping and routine services. The V&E team has done a great job despite the lack of man power.

Transit System:

The Bethel Transit System and the City's Finance Department has submitted the monthly Budget Summary Billings, to DOT, for the months of July through March. Currently the State has reimbursed the City \$138,214.12 from the Federal/State Transit System grant. Leaving \$118,206.88 in the grant. As soon as the Finance Department closes April, I will be working on the April Budget Summaries. I need to work with the Finance Department and bring the billing for V & E overhead and parts up to date. So far, we have only claimed it for the months of July, August and September.

The ridership for the month of April has picked up. For the month of April there was 2738 rides. Elders/Seniors (64years old+) 274 rides, who paid the regular fare, 54 rides for youth (3-14 years old), 233 for Disabled and 2400 rides for the general public. General public rides include: 6-10 rides per day for those going to and from work, 25-30 rides per day for those seniors that have monthly and yearly passes, and the remainder are those that go to and from the hospital, post office, stores, and back home. The ridership has increased with ONC purchasing of monthly passes for seniors and caregivers. The revenue for the month of April is \$5,200.00.

The Transit System is currently running one route, the Green Line runs Monday through Friday from 6:30am to 10:30am and 11:30am to 6:15pm and Saturday 9:30 -11:30 and 12:30 -2:30.

Bus 437 was purchased in 2008 and is down with a bad motor. The City Shop recommends not fixing it and if they do they'll have to replace the motor. A couple of years ago the City Shop replace the motor in Bus 436 and it cost between \$12,000 and \$15,000. It was down for over a year. Bus 436 was purchased in 2008 and has over 149,104.6 miles on it. Bus 438 was purchased in 2007 and has 123,865 miles. Our newer bus, Bus 439 purchased in 2014 and has over 145,000 miles. The State's guidelines for replacing cutaway buses was 5 years old and/or 100,000. The City Council and DOT has approved the purchase of a new bus, FY 2019 Grant, it is on order and should be on this summer barge.

Landfill / Recycle Center:

Between landfill personnel and the road crew there has been a lot of cover material that was brought in this month, covering the big stuff (C&D) and keeping the dumpster stuff covered more frequently than normal. Currently, we have two working faces as prescribed by DEC. We have built up a couple of pads with some asphalt that the road crew broke up last summer. Our new road has been properly named Bill's Hill Top Drive as it was his idea and has been a blessing. Nobody stuck this year during breakup.

Water Plant Operations: For the month of April, we continue to make our DMR report for the sewer lagoon. Also our monthly water logs to ADEC for BHWTP and CSWTP. Also our monthly Monitoring Summary test in the field and water plant to OEH and ADEC. ARWA in

process doing our CCRs for BHWTP and CSWTP according to our 2019 Monitoring Summary. Glycol heat for sewer systems at CSWTP in summer mode. Daily safety meeting here at CSWTP.

Institutional Corridor Update:

- Line construction has been completed.
- DEC has issued a letter (11/20/18) with Interim Approval to Operate the line. This is valid until February 22, 2019. Request for final approval must be submitted prior to expiration.
- U.S. Fish & Wildlife was the first customer to apply for and receive services following the receipt of approval to operate.
- To date (2/28/19) only 5 service connections have been turned on. U.S. Fish & Wildlife, Bethel Youth Facility, Correctional Facility and YKHC (hospital and housing units).
- Still waiting on other customers to complete work and apply for services soon.
- Issues with circulation pumps and high demand pump alarms and tripping has been resolved. Valve was left partially closed during commissioning
- Fire hydrant static and flow testing was performed to accommodate requests from multiple customers working on sprinkler designs in their buildings.

Staffing Issues/Concerns/Training:

Streets and Roads daily log:

4/1/19

Graded Ptarmigan Road, Akakeek Street, and Ridgecrest Street.

Hauled gravel with the dump truck to Ptarmigan Road, and Akakeek Street.

The steamer was out steaming culverts on 4th Ave., 260 Alder Street, and Ptarmigan Road 8 hours.

4/2/19

Grader was out 9 hours grading roads throughout Bethel start with Ptarmigan Road and Akakeek Street and back to those roads at the end of the day.

Both steamers were out for 8.5 hours steaming culverts in Tundra Ridge, Ptarmigan Road, and Akakeek Street.

4/3/19

The grader was out for 7 hours grading throughout Bethel roads starting on Ptarmigan Road, and Akakeek Street.

Both steamers were out for 7 hours steaming culverts in Larson Sub, Delapp Street, Housing, and Ridgecrest Street.

We had a dump truck hauling cover to the landfill.

4/4/19

Grader was out for 6 hours grading throughout the Bethel roads starting with Ptarmigan Road and Akakeek Street.

The road maintenance crew was out for 4 hours helping the fire department clean up a fuel spill in trailer court with the 420D backhoe and 950 loader.

We dispersed some gravel on Ptarmigan Street to fill in potholes.

4/5/19

The grader was out 7 hours grading roads starting with Ptarmigan Road and Akakeek Road.

Hauled 4 loads of gravel to fill in pot holes at City Subdivision.

Helped building maintenance take down a wheel chair ramp at the old Kilbuck School and haul it to the piped water shop.

The road maintenance crew was out for 3 hours helping the fire department clean up a fuel spill in trailer court with the 420D backhoe and 950 loader.

4/5/19

Graded roads for 8 hours throughout Bethel roads.

Loosened up gravel on the gravel pile for 2 hours

Back blade gravel in the potholes with the 966F loader 5 hours.

4/6/19

Grade roads throughout Bethel for 4 hours.

4/7/19

Took the 966F out to the city sand pit and hauled 9 loads of road sand utilizing the dump truck to disperse sand onto Mission Lake Roads.

4/8/19

Both of the steamers were out steaming culverts in Blue Berry Sub., City Sub., Mission Lake Road, and the culverts at the city shop.

The grader was out grading Kasayuli Subdivision road, City sand pit road, and Standard Oil Road.

4/15/19

Took the loader out to the city sand pit to load dump trucks and hauled cover to the landfill.

Pushed sand out at the city sand pit with D-8 dozer 7 hours.

4/16/19

Took the loader out to the city sand pit to load dump trucks and hauled cover to the landfill with two dump trucks for 7 hours.

4/17/19

Took the loader out at the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

Pushed at the city sand pit with the D-8 for 4 hours.

4/18/19

Drove the 950G loader out to the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

Graded roads for 6 hours in City Subdivision, Ridgecrest Street, 4th Avenue, 6th Avenue.

Unloaded two freezer vans of calcium chloride, total 37, 2500lb bags

4/19/19

Took the 950G loader back out to the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

Unloaded a freezer van of calcium chloride, total 15, 2500lb bags.

Graded Harrison road for 2 hours

4/22/19

Grease up the 950G loader.

Took the 950G loader to the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

4/23/19

Grease up the 950G loader.

Took the 950G out to the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

The sander truck was out 4 hours sanding roads for the school bus and for the public.

Pushed the pile of cover at the landfill with 966F

4/24/19

Greased up 950G loader and took it out to the City Sand Pit and hauled cover to the landfill utilizing two dump trucks for 7 hours.

Pushed up a pile of sand with the D-8 at the city sand pit 7 hours.

4/25/19

Took the 950G out to the city sand pit to load dump trucks and hauled cover to the landfill with the dump truck for 7 hours.

Pushed up a pile of sand with the D-8 at the city sand pit again for 6.5 hours.

4/26/19

Took the 950G out to the city sand pit to load dump trucks and hauled cover to the landfill for 7 hours.

Pushed up road sand and landfill cover at the city sand pit with D-8 for 7 hours.

4/29/19

Graded BIA Road, City Sand pit road, and H-Marker Lake road with grader

Watered down BIA road, Kasayuli Road with water truck.

Pushed at the city sand pit with D-8 for 7 hours

4/30/19

Pushed at the sand pit with the D-8 for 5 hours.

Hauled two cars to the landfill from 6th Ave.

The grader was out grading Ridgecrest Street, Akakeek Street, Kasayuli Sub. , and Ptarmigan Road

MEMORANDUM



DATE: May 7, 2019

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – May 14, 2019 Bethel City Council Meeting

STIP Project Nomination

The City is working with DOWL to nominate the Akakeek, Ptarmigan, and Delapp Heavy Use Road Improvement Project to be included in the 2020-2023 Statewide Transportation Improvement Plan (STIP). A City Council resolution, Public Safety Commission Recommendation, and support letters will accompany the request. STIP applications are now due September 15, 2019.

Grant Projects

Lift Station E-Panels and "New" Bethel Main

The City is out to bid on the Lift Station Controls and Improvements project. The prospective contractor will construct and install electric panels for five lift stations and be prepared to construct two more e-panels for two additional lift stations, if the State comes through with the City's additional funding request. The contractor will also rebuild the Bethel Main Lift Station near AC Quikstop.

Repeaters Purchased

The City prepared all appropriate documents to be able to purchase three public safety repeaters from a NASPO contracted vendor in the amount of \$56,600. Funding is from one of the City's Homeland Security grants. The three repeaters will replace the City's three public safety repeaters in use now that are no longer supported by the manufacturer. The new repeaters will allow for the next anticipated narrowband configuration requirement.

APEI Safety Grant Received

The City of Bethel applied for and was awarded a \$3,000 safety grant from APEI, the City's insurance company. These grant funds will be used to purchase traffic barricades to help direct traffic and keep City road workers safe, public safety uses, and for events like the Fourth of July celebration.

**City of Bethel
Grant Summary
Fiscal Year 2019**

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
AK Dept. of Health and Social Services	CSP Program Grant	Operating costs associated with CSP Program	Police	5/23/19	\$323,081 \$32,308 in-kind
AK Dept. of Transportation & Public Facilities	STIP – Statewide Transportation Improvement Program	Transportation improvements in Bethel (e.g., roads/trails)	Public Works	5/15/19	\$1,075,021 \$175,004
United States Dept. of Agriculture-Rural Development	Water and wastewater grant/loan program	Piped water and sewer system in The Avenues subdivision	Public Works	Target 1/31/19	\$13,321,000 \$306,000

Submitted in Fiscal Year 2019

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant \$ Match
Village Safe Water Program, AK Dept. of Environmental Conservation	Sanitation Deficiency Database entries	Heat trace, two utility service trucks, lift station safety installs, Avenues proj. design	Public Works	4/1/19	\$1,546,209 \$0 expected
Alaska Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Grant Program	Interoperable Comm. Plan, thermal imager, fencing for water tanks, foam extinguishers, Continuity of Op. Plan.	Fire, Public Works	1/31/18	\$163,732 0
State of Alaska	Capital Budget Requests	Avenues water and sewer project, Bethel Heights Water Loop A, Dust Control, City Hall Roof	Public Works	12/18	\$20,743,645
AK Dept. of Transportation & Public Facilities	Community Transportation Grant	Operate Bethel Transit System	Public Works, Transit Division	12/17/18	\$316,832 \$86,381

Approved in Fiscal Year 2019					Most recent first
Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant
Alaska Public Entity Insurance	Safety Grant	Traffic safety barricades	Public Works	5/7/19	\$3,000
AK Dept. of Envior. Cons., Village Safe Water Program	Infrastructure Protection Funding	Heat trace from FAA lift station to Q2 lift station.	Public Works	2/8/19	\$127,500 22,500
Alaska Dept. of Environmental Conservation	Alaska Village Safe Water Program	Preliminary Engineering Report & Environmental Report for Bethel Heights Sewer System	Public Works	11/27/18	\$75,000
Not Approved in Fiscal Year 2019					Most recent first
Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907-543-2047

TO: City Manager
FROM: Human Resources
SUBJECT: February Managers Report

DATE: 30 April 2019

Position	Number of Vacancies	Number of New Applications	Number Hired During Period	Number of Vacancies Remaining	Applicants in Review
City Manager	1	0	0	1	0
Driver Hauled	5	4	0	5	0
Bldg Maint Wkr	1	0	0	1	0
Util Maint Wkr	1	0	0	1	0
Police Officer III	1	2	1	1	0
Fire Fighter	1	0	0	1	0
TOTALS	10	6	1	10	0

Applications and Hiring:

Currently developing recruiting strategy and coordination with the City Clerk to announce the vacant City Manager position.

HR received a total of 6 **Applications** in April

From those 6 Applicants:

4 applicants were not selected due to failure to meet licensing requirements, pending current criminal charges, or performed poorly during the interview process.

1 applicant was hired as a police officer with a start date of 13 May 2019.

We currently have 6 job positions with a total of 10 openings, with 0 applications under review as follows:

City Manager: Coordinating outreach recruiting.

Driver Hauled Utility (5 positions): Currently announced.

Utility Maint Wkr: Announced.

Building Maint Wkr: Announced

Police Officer III: One hired, one failed background process.

1 firefighter position: Announced

BEACON Programs:

3 Random Beacon test were conducted during the month of April.

2 Post Accident Beacon Test were conducted.

Reports of Injury:

There were two reports of injury

Administrative Actions:

Currently closing out all overdue employee performance evaluations.

Multiple routine PAR actions were executed.

Multiple yearly performance evaluations were submitted and processed.

Employee related announcements:

There were no announcements during the month of April.

<https://akpei.com/fmla-resources-for-employers/>

Training, Conferences and Seminars:

No one currently scheduled

James P. Harris
Human Resources Manager

PORT OF BETHEL

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



TO: Bill Howell, Acting City Manager
FROM: Allen Wold, Port Director
SUBJECT: April 2019 Managers Report

- **Small Boat Harbor**
 - 2019 SBH permits came in.
 - Cleaning around the harbor using Loader and the Dump truck.
 - Repairing floats.
- **City Dock/Beach 1**
 - Customers are in and out of the Dock.
 - Crowley, Faulkner, and Vitus working on the tugs and barges.
 - Using a trash pump to drain ditches around the City Dock.
 - Hauling gravel to the Dock (5 loads)
 - Cleaning up the Dock and repairing the warehouse.
- **Port Office**
 - Property Maintenance checking on building daily.
 - Ordered office furniture.
 - TC Construction sent out a subcontractor to check on the air conditioner.
 - Setting up cameras.
- **Admin**
 - Monthly Storage billing for customers.
 - Had a Port Commission on April 15th 2019 (no quorum).
 - Worked on FY 20 Budget.
 - Hired a temp City Dock Attendant with a class A CDL.
- **Seawall**
 - Consistent clean up.
 - Attached orange fencing along cable fencing across 1st National.
 - Tightened cable fence/welded new posts and strung cable fencing at the East Addition, 1st National and Lower Access.
 - Put gravel down on the Lower Access road on the trail.
- **Misc./Vehicles**
 - Safety checks along the seawall.
 - Safety Meetings.
 - V&E working on our trucks.
 - Helping Public Works haul dirt up to the Landfill.
 - Working on the Water truck and the Grader.

TO: Bill Howell
FROM: Christine Blake, Finance Director
SUBJECT: April 2019 Managers Report

My first month with the City of Bethel has been busy with meeting people and getting a sense of what the Finance Department needs to accomplish in the short and long term. I've developed a fluid list of goals which seems to change and grow daily.

Highest priority items I spent time on:

1. Status of the FY18 Audit- Facilitated the completion of the list of pending items requested by the auditors. The items are needed in order to issue our FY18 Audit Report. Most items needed have now been sent to the auditors. Financial statements are being compiled by the contractor and should be sent to the auditors in the next few weeks.
2. FY20 Budget was already drafted when I arrived. I've been working in the budget documents to become familiar with the numbers and to make revisions requested by Council.
3. Facilitated the update of the majority of our general ledger accounts through March, 2019.
4. Getting to know Finance staff, what they do, and what they need to succeed.

CITY OF BETHEL
POLICE DEPARTMENT



April, 2019 Monthly Report

Personnel:

Two conditional job offers were made to prospective patrol officer applicants. Unfortunately one applicant was not successful in the process. The other applicant was successful and starts on May 13th. One patrol sergeant announced his resignation effective 5/19/2019. An internal candidate has also signed a condition job offer and is continuing through the background process. If successful, he will be required to attend the Academy in Sitka starting in August. The investigator assigned to the AST WAANT unit is reportedly doing well. He is currently attending a narcotics investigator course for 2 weeks.

All Dispatch, administrative, CSP and CSO positions remain fully staffed.

Operations:

There were approximately 1,602 calls for service the month of April, a rise of approximately 230 cases from March and down approximately 150 cases from the same period in 2018. The number of calls requiring investigative reports was at 88, down one from March but up 8 from 2018. There were 520 intoxicated pedestrian calls compared to 590 for the same period last year. The number of domestic violence investigations was 37 this month compared to 23 for the same period in 2018 and 26 in March. There were 9 DUI arrests compared to 3 for the same period last year and 1 arrest in March. There was one death investigation in April, compared to 4 for the same period last year.

BPD investigated an assault at The Long House Hotel that resulted in the victim being sent to Anchorage for treatment of his injuries. That case was forwarded to the District Attorney's Office for review. BPD also

investigated a death at the Sobering Center. No foul play is suspected in that case.

Chief Waldron was confirmed by the Alaska Legislature for his appointment to the Alaska Police Standards Council.

Animal Control:

There were 37 animal control calls for service for the month with no reported with one reported dog bite.

City of Bethel, Alaska

City Clerk's Office

Council Regular Meetings

May 28, 2019 Regular City Council Meeting

June 11, 2019 Regular City Council Meeting

Council Special Budget Meetings

May 16, 21, 23, 30

June 4, 6

Committee/Commission Vacancy List

Community Action Grant Technical Review Board - 2 Vacancies

Port Commission - 5 Vacancies

Finance Committee - 3 Vacancies

Planning Commission - 1 Vacancies

Public Safety and Transportation Commission - 4 Vacancies

Public Works - 3 Vacancies

Alcohol and Marijuana Licenses

The City Council has no pending notifications for Alcohol Licensing.

The City of Bethel received notice of Alaskabud's Application for a Retail marijuana Store located at 660 Third Ave, Suite B. The deadline for a protest to be adopted by the Council is June 3, 2019.

While this item was on the Marijuana Control Board's agenda for May 1-3, one of the three board members present was the applicant therefore the Board didn't have a quorum of their members to consider the license

Cemetery Records

We received our image of the Ridgecrest Cemetery, which is much larger than the office anticipated. We will evaluate the amount of time it will take to complete the task then plan accordingly.

Other Misc.

The Office is busy with the tracking of meeting information with the regular and special budget meetings.

The council chambers TVs are still missing a few key elements. We anticipate the TVs being functional mid May.

Contacted the municipal clerk's from around the state to see if and who they used inquire which recruitment firms have been used. From the list with additions from the City Attorneys Office, the office sent requests for quotes for the Council's evaluation.

Drafted a Council Travel Policy

Drafted an ordinance placing an advisory question on council stipend on the City's regular election ballot.