

# CITY OF BETHEL

## City Council Meeting Agenda, December 10, 2019 – 6:30 PM

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

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

Council Members: Mayor Perry Barr, Vice-Mayor Haley Hanson, Fred Watson, Alyssa Leary,  
Mark Springer, Cece Franko, Michelle DeWitt



### 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. \*11-12-2019 Regular City Council Meeting Minutes

### 7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas And Draft Meeting Minutes

### 8. SPECIAL ORDER OF BUSINESS

- 8.1. Recognizing Recently Certified First Responders (Mayor Barr)
- 8.2. Proclamation Recognizing City Clerk, Lori Strickler, For Excellent Performance (Mayor Barr, Council Member Dewitt)

### 9. UNFINISHED BUSINESS

- 9.1. Motion To Reconsider Ordinance 19-21: Authorizing The Disposal Of Lot 4, Block 15, USS 3230 A&B, Bethel Recording District 4th Judicial District (781 Third Ave.) Pursuant To BMC 4.08.030 (d), Disposal To Compromise Claim (Vice-Mayor Hanson)
- 9.2. Public Hearing Of Budget Ordinance 19-11 (k): Amending The City Of Bethel Fiscal Year 2020 Budget (Acting City Manager Howell)
- 9.3. Public Hearing Of Ordinance 19-22: Amending Chapter 13.16.150 Of The Bethel Municipal Code, To Establish A Rate For Six Yard Dumpsters (Public Works Committee)

### 10. NEW BUSINESS

- 10.1. \*Introduction Of Ordinance 19-11(l): An Ordinance Amending The City Of Bethel Fiscal Year 2020 Budget-Heat Trace Meter (Acting City Manager Howell)
- 10.2. \*Resolution 19-16: City Of Bethel Priorities For The FY 2021 State Of Alaska Capital Budget (Acting City Manager Howell)

Posted December 4, 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](mailto: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

- 10.3. \*AM 19-75: Appointment Of Committee/Commission/Board Member. Leif Albertson-Board Of Ethics. Dolena Fox- Public Safety And Transportation Commission (Mayor Barr)
- 10.4. AM 19-76: Allow Action Memorandums That Authorize The City Manager To Negotiate And Execute Purchase Agreements And Contracts To Be Placed On The List Of Approved Consent Agenda Items For Bethel City Council Meetings (Mayor Barr)
- 10.5. AM 19-77: Lease Amendment Number 11 With The State Of Alaska, Division Of Motor Vehicles, To Include In The Property Description Three Parking Spaces (Acting City Manager Howell)
- 10.6. \*AM 19-78: Re-Appointment Of Committee And Commission Members For A Term Of Three Years (Mayor Barr)
- 10.7. AM 19-79: Authorizing Administration's Donation Of City Surplus Equipment, A Convection Oven To Orutsararmiut Native Council, Senior Services Meals On Wheels (Vice- Mayor Hanson)
- 10.8. AM 19-80: Public Transit (5311) Grant Application To Fund The Operation Of The Bethel Transit System With \$79,198 In Local Cash Match From The City's FY 2021 Budget (Acting City Manager Howell)
- 10.9. AM 19-81: Issue Checks Totaling \$33,975 To Year 2, Quarter 4 Community Action Grant Awardees (Acting City Manager Howell)
- 10.10. \*Personal Leave- City Clerk- Intermittent Personal Time Off, December 23rd - January 8th (Mayor Barr)
- 10.11. \*Personal Leave- City Manager- December 13th (Mayor Barr)
- 10.12. \*IM 19-13: Presentation Of The City's Water and Sewer Services Expenditures Compared To Budget From July 1, 2019 To November 30, 2019 – Utilities Maintenance – Water and Wastewater Activity Report (Acting City Manager Howell)

## **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. 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 - Potential Litigation Essenkay (Mayor Barr)

## **14. ADJOURNMENT**

Posted December 4, 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](mailto:cityclerk@cityofbethel.net) Phone 907-543-1384

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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



**1. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on November 12, 2019 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

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

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

|                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Comprising a quorum of the Council, the following members were present:</b>                                                             |
| Council Member Michelle DeWitt<br>Council Member Alyssa Leary<br>Council Member Cece Franko<br>Vice-Mayor Haley Hanson<br>Mayor Perry Barr |
| <b>Members Absent:</b>                                                                                                                     |
| Council Member Mark Springer<br>Council Member Fred Watson                                                                                 |
| <b>Also in attendance were the following:</b>                                                                                              |
| Acting City Manager Bill Howell, City Clerk Lori Strickler                                                                                 |

**4. PEOPLE TO BE HEARD – Five minutes per person**

Don Black - Spoke in opposition to the non-competitive sale of the property listed under Ordinance 19-21. Stated that the land is next to the Longhouse Hotel and that the hotel crosses the property in question, giving the Longhouse adverse possession rights. Suggested the council release the property for competitive bid.

Leif Albertson- Spoke in opposition to Ordinance 19-21. Stated that the Council, when entering into the lease agreement with Essenkay, was not apprised of the intent of land. Stated he was under the impression that the location was going to be used as a mini-mall type store front.

Wilson Green, Senior Services Director for ONC- Requested that the convection oven at

the old senior center be transferred to ONC for Senior services.

## **5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**

Main Motion: Approval of Consent and Regular Agenda.

|              |              |
|--------------|--------------|
| Moved by:    | Alyssa Leary |
| Seconded by: | Cece Franko  |

Remove Introduction of Ordinance 19-22 from the consent agenda -Vice-Mayor Hanson

|           |                                                                      |
|-----------|----------------------------------------------------------------------|
| In favor: | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:  | None                                                                 |
| Results:  | Motion Carries                                                       |

## **6. APPROVAL OF MEETING MINUTES**

**Item 6.1.** - \*10-16-2019 Special City Council Meeting Minutes  
*Passed on the consent agenda.*

**Item 6.2.** - \*10-22-2019 Regular City Council Meeting Minutes  
*Passed on the consent agenda.*

**Item 6.3.** - \*10-23-2019 Special City Council Meeting Minutes  
*Passed on the consent agenda.*

**Item 6.4.** - \*10-29-2019 Special City Council Meeting Minutes  
*Passed on the consent agenda.*

## **7. REPORTS OF STANDING COMMITTEES**

**Item 7.1.** - Committee/Commission Agendas and Draft Meeting Minutes  
Port Commission-  
No one available to provide the report.

Planning Commission, Vice- Mayor Hanson-

The Commission will hold a meeting on November 14th.

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

Parks, Recreation, Aquatic Health and Safety Center Committee, Council Member DeWitt-

The body is meeting as we speak, they are going over revenues and fees. There will be a celebration at the YKHC facility this Friday from 5:30-8:30.

Finance Committee, Council Member Franko-

A new Assistant Finance Director was introduced. While there has been a lot of turn over in the department, the staff are working hard to overcome the loss.

Public Works Committee, Council Member Leary-

A meeting will be held on November 20th.

Public Safety and Transportation Commission-

No one is available to provide a report.

## **8. SPECIAL ORDER OF BUSINESS**

**Item 8.1.** - Proclaiming November 30, 2019 As Small Business Saturday And Encouraging Residents To Buy Local (Mayor Barr)

## **9. UNFINISHED BUSINESS**

**Item 9.1.** - Public Hearing Of Budget Ordinance 19-11 (h): Amending The City Of Bethel FY 2020 Budget-Sander Box (Acting City Manager Howell)

*Mayor Barr opened the Public Hearing.*

*No one present to be heard.*

*Mayor Barr closed the Public Hearing.*

Main Motion: Adopt Budget Ordinance 19-11 (h).

Moved by: | Michelle DeWitt  
Seconded by: | Alyssa Leary

|           |                                                                      |
|-----------|----------------------------------------------------------------------|
| In favor: | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:  | None                                                                 |
| Results:  | Motion Carries                                                       |

**Item 9.2. - Public Hearing Of Budget Ordinance 19-11 (i) Amending The City Of Bethel FY 2020 Budget-Legal Services And HR-Risk Manager (Acting City Manager Howell)**

*Mayor Barr opened the Public Hearing.*

*No one present to be heard.*

*Mayor Barr closed the Public Hearing.*

Main Motion: Adopt Budget Ordinance 19-11 (i).

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Alyssa Leary                                                         |
| Seconded by: | Haley Hanson                                                         |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

Amend to strike section I-2.

|              |                                                        |
|--------------|--------------------------------------------------------|
| Moved by:    | Michelle DeWitt                                        |
| Seconded by: | Haley Hanson                                           |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Michelle DeWitt |
| Opposed:     | Alyssa Leary                                           |
| Results:     | Motion Carries                                         |

**Item 9.3. - Public Hearing Of Ordinance 19-11 (j) Amending The City Of Bethel Fiscal Year 2020 Budget- City Manager And Attorney Recruitment Service (Mayor Barr)**

*Mayor Barr opened the Public Hearing.*

*No one present to be heard.*

*Mayor Barr closed the Public Hearing.*

Main Motion: Adopt Ordinance 19-11 (j).

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Alyssa Leary                                                         |
| Seconded by: | Michelle DeWitt                                                      |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

**Item 9.4.** - Public Hearing Of Ordinance 19-21: Authorizing The Disposal Of Lot 4, Block 15, USS 3230 A&B, Bethel Recording District 4th Judicial District (781 Third Ave.) Pursuant To BMC 4.08.030 (d), Disposal To Compromise Claim (Mayor Barr)

*Mayor Barr opened the Public Hearing.*

*No one present to be heard.*

*Mayor Barr closed the Public Hearing.*

Main Motion: Adopt Ordinance 19-21.

|              |              |
|--------------|--------------|
| Moved by:    | Alyssa Leary |
| Seconded by: | Cece Franko  |

Motion to postpone until the December 3, 2019 Special Meeting.

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Haley Hanson                                                         |
| Seconded by: | Michelle DeWitt                                                      |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

## **10. NEW BUSINESS**

**Item 10.1.** - \*Introduction Of Budget Ordinance 19-11 (k) Amending The City Of Bethel Fiscal Year 2020 Budget (Acting City Manager Howell)

*Passed on the consent agenda.*

**Item 10.2.** - \*Introduction Of Ordinance 19-22: Amending Chapter 13.16.150 Of The Bethel Municipal Code, To Establish A Rate For Six Yard Dumpsters (Public Works Committee)

Main Motion: Introduce Ordinance 19-22.

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Haley Hanson                                                         |
| Seconded by: | Cece Franko                                                          |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

**Item 10.3.** - AMEND SOMETHING PREVIOUSLY ADOPTED: Resolution 19-09

Conditionally Protesting Alaskan Grown Products Marijuana License (Council Member Leary)

Main Motion: Amend Resolution 19-09.

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Alyssa Leary                                                         |
| Seconded by: | Michelle DeWitt                                                      |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

Suspend the rules to hear from Mary Peltola.

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Alyssa Leary                                                         |
| Seconded by: | Michelle DeWitt                                                      |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

**Item - 1.** Opportunity For Applicant To Defend

*Mary Peltola represented Alaska Grown Cannabis. Spoke in favor of the Amended Resolution.*

**Item 10.4. - AMEND SOMETHING PREVIOUSLY ADOPTED: Resolution 19-14:**  
Conditionally Protesting Kusko Kush Marijuana License (Mayor Barr)

Main Motion: Amend Resolution 19-14.

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Michelle DeWitt                                                      |
| Seconded by: | Alyssa Leary                                                         |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

**Item - 1.** Opportunity for Applicant To Defend

*Kusko Kush owner Jared Karr spoke in favor of the amendment presented.*

**Item 10.5. - \*AM 19-71:** Appointment Of Committee/Commission/Board Member.  
Nathan McCabe-Finance Committee. Gerald Domnick- Board Of Ethics (Mayor Barr)  
*Passed on the consent agenda.*

**Item 10.6. - AM 19-72:** Request The Finance Committee And The Parks,



Recreation, Aquatic Health, And Safety Center Committee - Joint Meetings (Council Member DeWitt)

Main Motion: Approve AM 19-72.

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Michelle DeWitt                                                      |
| Seconded by: | Cece Franko                                                          |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

**Item 10.7. - AM 19-73** Direct Administration To Sign The School Violence Prevention Program Grant Agreement And Accept The Award From The U.S. Department Of Justice, Office Of Community Oriented Policing Services In The Amount Of \$500,000 To Purchase Security Features For Bethel Schools And Negotiate And Execute A Related Memorandum Of Understanding Between The City And The Lower Kuskokwim School District (Acting City Manager Howell)

Main Motion: Approve AM 19-73.

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Haley Hanson                                                         |
| Seconded by: | Alyssa Leary                                                         |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

**Item 10.8. - AM 19-74:** Direct Administration To Prepare A Resolution Identifying And Describing The Following City FY 2021 State Legislative Funding Priorities In Order Of Importance: (1) Construct C-Loop, Extend Sewer System, And Perform Spot Repairs In Bethel Heights (\$10,146,000) (2) Public Works Building Repairs (\$7,000,000), And (3) Dust Control Measures (\$1,200,000) (Acting City Manager Howell)

Main Motion: Approve AM 19-74.

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Moved by:    | Michelle DeWitt                                                      |
| Seconded by: | Alyssa Leary                                                         |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

**Item 10.9. - \*IM 19-12:** Presentation Of The City's Water And Sewer Services Expenditures Compared To Budget From July 1, 2019 To October 31, 2019 – Utilities Maintenance – Water And Wastewater Activity Report (Acting City Manager Howell)

*Passed on the consent agenda.*

## **11. REPORTS**

**Item 11.1. - Mayor's Report**

**Item 11.2. - City Manager's Report**

**Item 11.3. - Clerk's Report**

## **12. COUNCIL MEMBER COMMENTS**

Mayor Barr-

Really appreciates the reflector program; thanked Council Member Leary for her effort.

Council Member Leary-

Small group of volunteers will be at the Saturday market offering free reflective tape.

Vice-Mayor Hanson-

Please feel free to approach the Council if people from the public have any questions.

Council Member Franko-

Saturday market is also on November 30th to support small business.

Council Member DeWitt-

YKFC Fitness Center 5 year anniversary- this Friday.

## **13. EXECUTIVE SESSION**

## **14. ADJOURNMENT**

Main Motion: Adjournment.

Moved by: | Alyssa Leary

|              |                                                                      |
|--------------|----------------------------------------------------------------------|
| Seconded by: | Haley Hanson                                                         |
| In favor:    | Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Michelle DeWitt |
| Opposed:     | None                                                                 |
| Results:     | Motion Carries                                                       |

*Meeting ended at 8:36 p.m.*

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Perry Barr, Mayor

ATTEST:

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Lori Strickler, City Clerk



# City of Bethel

## Finance Committee Agenda

Monday December 2, 2019 – 6:30 p.m.  
Council Chambers, City Hall-300 State Highway

VACANT/TBD  
Finance Committee Chair  
Term Ends 2019

Cecilia Franko  
City Council Representative  
Term Ends XXXX

Dave Trantham, Jr.  
Finance Committee Member  
Term Ends 2021

Jason Brown  
Finance Committee Member  
Term Ends 2019

Joni Beckham  
Finance Committee Vice-Chair  
Term Ends 2020

Gary Fredericks  
Finance Committee Member  
Term Ends 2021

Mary Beth Whalen-Alternate  
Term Ends 2021

James Chevigny -Alternate  
Term Ends 2021

Christine Blake  
Finance Director  
543-1376  
[cblake@cityofbethel.net](mailto:cblake@cityofbethel.net)

Ken Fay  
Assistant Finance Director  
543-1375  
[kfay@cityofbethel.net](mailto:kfay@cityofbethel.net)

VACANT  
Recorder  
543-XXXX

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

### **II. ROLL CALL**

### **III. PEOPLE TO BE HEARD** Ten minutes per person

### **IV. APPROVAL OF AGENDA**

### **V. APPROVAL OF MINUTES**

a) 10/28/2019

### **VI. UNFINISHED BUSINESS**

Finance Department State of Affairs, Continued

### **VII. NEW BUSINESS**

### **VIII. EX OFFICIO MEMBER REPORT**

Christine Blake, Finance Director and Ken Fay, Assistant Finance Director.

### **IX. FINANCE COMMITTEE MEMBER COMMENTS**

### **X. ADJOURNMENT**

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# City of Bethel, Alaska

## Planning Commission

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November 14, 2019

Regular Meeting

Bethel, Alaska

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

A regular meeting of the Planning Commission was held on November 14, 2019 at the Bethel City Hall, Council Chambers in Bethel, Alaska. The Chair of 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, Lorin Bradbury, John Guinn, Alex Wasierski, Scott Campbell, Stanley Hoffman Jr, and Council Rep. Haley Hanson. Shadi Rabi arrived at 6:32pm and Lorin Bradbury arrived at 6:36pm

Excused Absence: Tracy Beans

Also Present: Charlie Dan, Recorder; Ted Meyer, City Planner

### **III. PEOPLE TO BE HEARD:**

Steve Murat- would like to see a BNC road established between Larson Sub and Tundra Ridge

### **IV. APPROVAL OF THE AGENDA:**

|                       |                |                              |
|-----------------------|----------------|------------------------------|
| <b>MOVED:</b>         | John Guinn     | Motion to approve the agenda |
| <b>SECONDED:</b>      | Scott Campbell |                              |
| <b>VOTE ON MOTION</b> | Unanimous      |                              |

### **V. APPROVAL OF THE MINUTES:**

|                       |                |                                                              |
|-----------------------|----------------|--------------------------------------------------------------|
| <b>MOVED:</b>         | Scott Campbell | Motion to approve the June 13, 2019 regular meeting minutes. |
| <b>SECONDED:</b>      | John Guinn     |                                                              |
| <b>VOTE ON MOTION</b> | Unanimous      |                                                              |

|                       |                |                                                                   |
|-----------------------|----------------|-------------------------------------------------------------------|
| <b>MOVED:</b>         | Scott Campbell | Motion to approve the September 12, 2019 regular meeting minutes. |
| <b>SECONDED:</b>      | John Guinn     |                                                                   |
| <b>VOTE ON MOTION</b> | Unanimous      |                                                                   |

|                       |                |                                                                                   |
|-----------------------|----------------|-----------------------------------------------------------------------------------|
| <b>MOVED:</b>         | John Guinn     | Motion to approve the October 10, 2019 minutes- no meeting due to lack of quorum. |
| <b>SECONDED:</b>      | Scott Campbell |                                                                                   |
| <b>VOTE ON MOTION</b> | Unanimous      |                                                                                   |

### **VI. SPECIAL ORDER OF BUSINESS:**

### **VII. NEW BUSINESS:**

- A. On October 10, 2019 the City of Bethel Planning Department was notified by Daniel & Dawn Hackney with a request to move forward with their September 9, 2019 appeal of the Planning Department's notice to correct (BMC) Bethel Municipal Code violations at Blueberry Subdivision Block 1 Lot 11, 175 Alex Hatley. (action item).

**The Planning Commission, acting in a quasi-judicial body held a public hearing on Appeal 19-01.**

*Chair of the Commission Kathy Hanson opened up the public hearing 19-01.*

The following were present for the hearing: Kathy Hanson, Lorin Bradbury, Alex Wasierski, John Guinn, Shadi Rabi, Scott Campbell, and Stanley Hoffman Jr., and Haley Hanson.

*The Chair asked members of the Commission to disclose any conflicts of interest or Ex Parte Communications they may have had on the action before them.*

Lorin Bradbury- received calls/complaints about 175 Alex Hatley.

Kathy Hanson-received calls/comments about 175 Alex Hatley.

The oath was conducted for all parties providing testimony at the hearing.

**Testimony by Witnesses**

Representing Dawn and Dan Hackney (Appellants), Attorney, Jared Karr, called the following witnesses to testify on the appeal;

*Dawn Hackney, Appellant.*

*Patty Burley, former City Attorney. -*

Representing the City of Bethel Planning Director (Appellee), Attorney Mary Pinkle called the following witnesses to testify on the appeal;

*Ted Meyer, Planning Director.*

*Betsy Jumper, former Planning Director.*

*Pauline Boratko, Planning Administrative Assistant. -*

**Testimony by Interested Parties**

*Jane Burris-Kofsky: Spoke in Favor of the Appellant.*

*Glen Kofsky: Spoke in favor of the appellant.*

*Janet Kaiser: Spoke in favor of the Appellee.*

*Stephanie Butte: Spoke in favor of the Appellee.*

The Appellant was provided an opportunity for statement.

The Appellee was provided an opportunity for final statement. The Appellant was provided an opportunity for final statement.

The Planning Commissioners were provided an opportunity to ask questions of the parties.

|                       |                |                                                                                                                                                                                                    |
|-----------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MOVED:</b>         | Scott Campbell | Motion to deny appeal 2019-01 of the City of Bethel's Planning Director's August 30,2019 Notice to Correct Violations and adopt without amendment the Planning Directors findings and conclusions. |
| <b>SECONDED:</b>      | Alex Wasierski |                                                                                                                                                                                                    |
| <b>VOTE ON MOTION</b> | Unanimous      |                                                                                                                                                                                                    |

*Chair Kathy Hanson closed the public hearing on Appeal 19.01.*

**VI. PLANNER'S REPORT:** Ted gave his report.

**VII. COMMISSIONER'S COMMENTS:**

S. Rabi- no comment  
A. Wasierski- no comment  
S. Campbell- I would like to commend you, Kathy, you did a great job.  
S. Hoffman- no comment  
K. Hanson- no comment  
L. Bradbury-with the hearings like tonight can we have pages printed one sided?  
J. Guinn- no comment  
H. Hanson- I'm looking forward to future meetings.

**X. ADJOURNMENT:**

|                       |            |                                |
|-----------------------|------------|--------------------------------|
| <b>MOVED:</b>         | John Guinn | Motion to adjourn the meeting. |
| <b>SECONDED:</b>      | Shadi Rabi |                                |
| <b>VOTE ON MOTION</b> | Unanimous  |                                |

With no further business the meeting adjourned 9:28 pm

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
ATTEST: Charlie Dan, Recorder

\_\_\_\_\_  
Kathy Hanson, Chair



Planning Commission Meeting Agenda  
Regular Scheduled Meeting Thursday, November 14, 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

Stanley Hoffman Jr  
*Alternate Member*  
Term Expires 12/2021

Thor Williams  
*Council Representative*  
Term Expires 10/2019

Ted Meyer  
*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- June 13, 2019
  - B. Regular Meeting- September 12, 2019
  - C. No meeting due to the lack of quorum- October 10, 2019
- VI. NEW BUSINESS:
  - A. PUBLIC HEARING: On on October 10, 2019 the City of Bethel Planning Department was notified by Daniel & Dawn Hackney with a request to move forward with their September 9, 2019 appeal of the Planning Department's notice to correct (BMC) Bethel Municipal Code violations at Blueberry Subdivision Block 1 Lot 11, 175 Alex Hatley. (action item)
- VII. UNFINISHED BUSINESS:
- VIII. PLANNER'S REPORT:
- IX. COMMISSIONER'S COMMENTS:
- X. ADJOURNMENT:



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# City of Bethel, Alaska

## Public Safety & Transportation Commission

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November 06, 2019

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on November 06, 2019 in the Bethel City Hall Council Chambers.

This meeting was called to order at 6:55 pm.

### II. ROLL CALL

Present: Richard Garcia *Chair*  
Mark Springer *Council Representative*  
Azara Mohammadi  
Madelene Reichard

Absent: Amy Davis *Acting Chief of Police*  
Daron Solesbee *Acting Fire Chief*

Ex-Officio Present: Jesslyn McGowan *Recorder*

### III. PEOPLE TO BE HEARD

No one to be heard.

### IV. APPROVAL OF AGENDA

|                            |               |                               |
|----------------------------|---------------|-------------------------------|
| <b>MOVED:</b>              | Mohammadi     | Motion to approve the agenda. |
| <b>SECONDED:</b>           | Springer      |                               |
| <b>VOTE ON MAIN MOTION</b> | All in favor. |                               |

### V. APPROVAL OF MINUTES

|                            |               |                                                                                      |
|----------------------------|---------------|--------------------------------------------------------------------------------------|
| <b>MOVED:</b>              | Mohammadi     | Motion to approve the minutes from the regular meetings from July 2019-October 2019. |
| <b>SECONDED:</b>           | Springer      |                                                                                      |
| <b>VOTE ON MAIN MOTION</b> | All in favor. |                                                                                      |

## **VI. UNFINISHED BUSINESS**

### **A. Update on Transportation Planning**

Acting City Manager not present.

|                            |               |                                    |
|----------------------------|---------------|------------------------------------|
| <b>MOVED:</b>              | Springer      | Motion to table till next meeting. |
| <b>SECONDED:</b>           | Reichard      |                                    |
| <b>VOTE ON MAIN MOTION</b> | All in favor. |                                    |

### **B. Update on Tracking Cellphone calls to 911**

Jesslyn McGowan gave an update on behalf of Acting Chief Amy Davis for tracking cellphone calls to 911. She informed everyone Phase II is complete and police department is now able to trace cellphone locations when they call 911.

## **VII. NEW BUSINESS**

### **A. Electing New Vice Chair**

Azara Mohammadi nominated Madelene Reichard.

|                            |               |                              |
|----------------------------|---------------|------------------------------|
| <b>MOVED:</b>              | Springer      | Motion to close nominations. |
| <b>SECONDED:</b>           | Mohammadi     |                              |
| <b>VOTE ON MAIN MOTION</b> | All in favor. |                              |

Madelene Reichard is now Vice Chair.

## **VIII. CHIEF's COMMENTS**

Acting Chief Davis – See Report in Commission Packet

Acting Fire Solsebee – See Report in Commission Packet

## **IX. TRANSPORTATION INSPECTOR'S REPORT**

See Report in Commission Packet

## **X. COUNCIL REPRESENTATIVE's COMMENTS**

Council Member Mark Springer apologized for being late. He spoke about his previous history on being on this commission and looking forward to hopefully the commission members having a say in the hiring for the Police Chief. He also hopes the commission and other commissions will take a more active role in the department budget proposals and recommendations to the council as budget season comes up.

**XI. COMMISSION MEMBER's COMMENTS**

*Azara Mohammadi*- No comment

*Madelene Reichard*- No comment

*Richard Garcia* –Spoke about how December will be his last meeting before he resigns as he accepted a new position in Aniak.

**XII. ADJOURNMENT**

|                            |               |                    |
|----------------------------|---------------|--------------------|
| <b>MOVED:</b>              | Springer      | Motion to adjourn. |
| <b>SECONDED:</b>           | Mohammadi     |                    |
| <b>VOTE ON MAIN MOTION</b> | All in favor. |                    |

*Meeting adjourned at 7:09 pm.*

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Jesslyn McGowan, Recorder

\_\_\_\_\_  
Richard Garcia, Chair



# *City of Bethel Proclamation*

## ***Recognizing City Clerk, Lori Strickler, for Excellent Performance***

- WHEREAS,** the Alaska Municipal League (AML) awarded Bethel City Clerk, Lori Strickler, Municipal Employee of the Year at the 2019 Annual Conference;
- WHEREAS,** the Alaska Municipal League consists of elected officials, City Managers, Finance Officers, Attorneys, and Municipal Clerks who represent 165 cities, boroughs, and unified municipalities throughout Alaska;
- WHEREAS,** the AML Board carefully selects the awardee who fulfills the duties of their position and profession, serves as a role model public servant who goes above and beyond to support their community and elected officials through effective and efficient approaches;
- WHEREAS,** Lori Strickler has been a dedicated City of Bethel employee for more than 13 years, learning and growing with the organization, constantly looking for ways to expand and improve public access to local government, and initiating several innovative campaigns to improve elections;
- WHEREAS,** the City Clerk's Office engendered support from community partnerships with the University of Alaska 4-H Program, Lower Kuskokwim School District staff members and Student Council, and the City's amazing election volunteers, to increase voting opportunities during October 2019;
- WHEREAS,** Lori Strickler represents the City of Bethel in an exceptional manner, providing timely and professional responses to City Council, employees, and members of the public;
- WHEREAS,** we, as a community, are proud to have Lori as our City Clerk because we know that she will always be working to improve municipal government to make it more accessible, efficient and responsible for us!

**NOW, THEREFORE,** I, Perry Barr, Mayor of the City of Bethel, recognize Lori Strickler, our City Clerk, for her professionalism, her efforts to improve government operations, and her unwavering dedication to the City and Community for which she works.

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Attest: Lori Strickler, City Clerk

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Perry Barr, Mayor

Introduced by: Mayor Barr  
Date: October 29, 2019  
Public Hearing: November 12, 2019  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

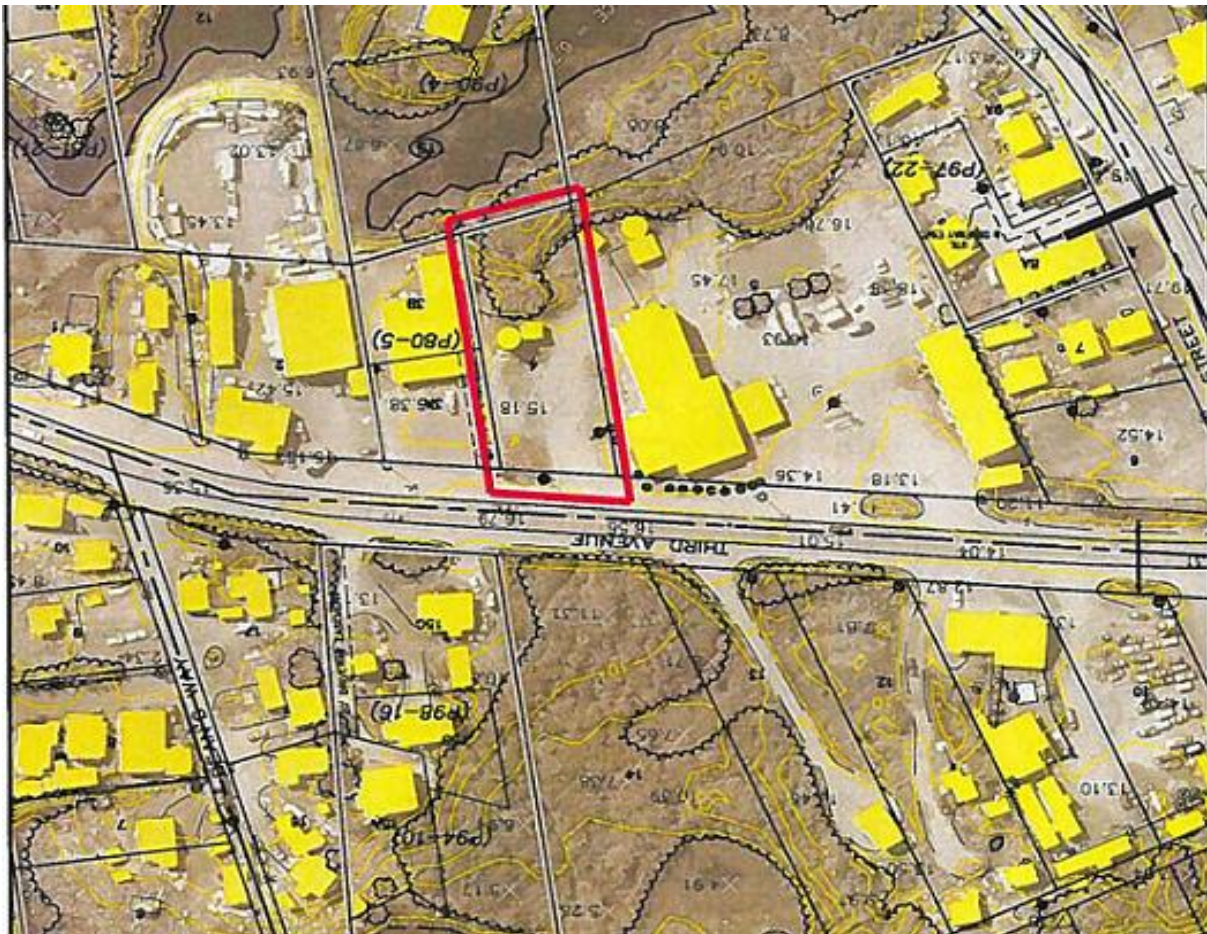
### **Ordinance #19-21**

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF LOT 4, BLOCK 15,  
UNITED STATES SURVEY 3230 A & B, BETHEL RECORDING DISTRICT 4<sup>TH</sup>  
JUDICIAL DISTRICT (781 THIRD AVE.)  
PURSUANT TO BMC 4.08.030(D), DISPOSAL TO COMPROMISE CLAIM**

**WHEREAS,** the City of Bethel owns a parcel of land situated at 781 Third Avenue;

**WHEREAS,** the legal description for the land is Lot 4, Block 15, United States Survey 3230 A & B, Bethel Recording District, Fourth Judicial District, State of Alaska;

**WHEREAS,** the property is pictorially depicted as:



City of Bethel, Alaska

Ordinance #19-21  
1 of 3

Introduced by: Mayor Barr  
Date: October 29, 2019  
Public Hearing: November 12, 2019  
Action:  
Vote:

**WHEREAS,** on April 23, 2019, the City of Bethel entered into a 15-year lease agreement with Essenkay, LLC, authorized by the City Council through Ordinance 19-04;

**WHEREAS,** Article 4.06 of the lease agreement requires that tenant "shall observe and comply with all state and federal laws, municipal ordinances, rules and regulations" which may be applicable to the leased premises;

**WHEREAS,** on May 28, 2019, the Administration signed a "Lease Addendum", which purported to modify the lease to allow Essenkay, LLC to operate a marijuana business on the leased premises, however, the addendum was not approved by the City Council pursuant to Bethel Municipal Code 4.08.010(B);

**WHEREAS,** in an August 28, 2019 letter to Essenkay, LLC, the Administration provided notice that the purported lease addendum is of no force and effect under these circumstances because the use of the leased premises for the operation of a marijuana business would violate Article 4.06 of the lease;

**WHEREAS,** on September 9, 2019, the City of Bethel received a letter from an attorney representing Essenkay, LLC, alleging that the City was in breach of the lease, alleging liability for damages, and threatening litigation;

**WHEREAS,** Bethel Municipal Code 4.08.030(D) authorizes the City Council to dispose of real property owned by the City to compromise disputed claims of litigation;

**WHEREAS,** in compromise of a disputed claim, and without any admission of liability, the City wishes to sell the property at the pre-lease fair market value, ~~less Essenkay's improvements to the land;~~

**WHEREAS,** the land area consists of 23,748 square feet falling in the General Use Zone;

**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(D) "Disposal to Compromise Claim."

**SECTION 3. NOW, BE IT ORDAINED,** the City Council authorizes the disposal of Lot 4, Block 15, United States Survey 3230 A & B, Bethel Recording District in the amount of

Introduced by: Mayor Barr  
Date: October 29, 2019  
Public Hearing: November 12, 2019  
Action:  
Vote:

the pre-lease fair market value to compromise a disputed claim of litigation, in accordance with Bethel Municipal Code 4.08.030(D).

**SECTION 4. Effective Date.** This Ordinance shall become effective upon passage by the Bethel City Council.

**ENACTED THIS \_\_\_ DAY OF NOVEMBER 2019, BY A VOTE OF \_ IN FAVOR AND 0 OPPOSED.**

\_\_\_\_\_  
Perry Barr, Mayor

ATTEST:

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

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

This LEASE is made on April 23, 2019 by and between the City of Bethel, a municipal corporation ("Landlord") and Essenkay, 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 4, Block 15, United States Survey 3230 A & B, Bethel  
Recording District, Fourth Judicial District, State of Alaska.

Latitude/Longitude: 67° 47' 41" North / 164° 45' 27" West,  
NAD 83 Datum

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. Tenant may improve the Leased Premises by removing Landlord's improvements but only after the written consent of the Landlord has been obtained. Such consent shall not be unreasonably withheld.



- 1.04 **Lease Term.** This Lease shall be and continue in full force and effect for a term of fifteen (15) years commencing on April 23, 2019 and terminating on April 30, 2034 unless earlier terminated in accordance with the terms of this Lease.
- 1.04 **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.
- 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) any 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 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, Two Thousand and One Dollars (\$2,001) per month on or before the 1st day of each month during the Lease Term.

## 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 4.08, 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 **Landlord's Improvements on the Premises.** Landlord currently has a number of improvements on the Premises such as, but not limited to, a well and a small Shack. Tenant is not responsible for maintaining any of Landlord's improvements. However, Landlord currently has no plans to utilize the improvements, especially the well. Tenant agrees that Landlord has no responsibility for maintaining the improvements or making them useable for Tenant.

Should Tenant wish to remove any of Landlord's improvements currently situated on the Premises, Tenant shall file a written request to the Landlord. Consent by the Landlord shall not be unreasonably withheld.

4.03 **Additions and Alterations to Leased Premises.** "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, purchased, installed or owned by Tenant 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 within 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. To the extent permitted by law, 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, 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.

- 4.15 **Utility Services.** Tenant shall arrange for its own utility services and bear all costs for utilities.
- 4.16 **Discrimination Prohibited.** Tenant will not unlawfully 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 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.
- 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, 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. Because Landlord's Premises are publicly owned, such consent may not be easily granted and will require significant City Council involvement. Any attempted assignment, transfer, mortgage, or encumbrance without such consent shall be void and shall constitute a breach of this Lease.

## **ARTICLE 8 SUBLETTING OF PREMISES**

- 8.01 Tenant intends to sublease all or a portion of the Premises. Landlord acknowledges and accepts Tenant's intent to sublease and hereby consents to any subleases subject to the provisions set forth herein.



Tenant acknowledges that any subleases of the Premises shall be in compliance with (a) all applicable covenants, conditions and restrictions of record; and (b) all laws, ordinances and government regulations in effect during the Term of this Lease.

- 8.02 **Landlord's Consent.** Tenant shall make written application to Landlord for any and all subleases. Consent to Tenant's request to sublease shall not be unreasonably withheld. Tenant acknowledges that Landlord's refusal to consent to a sublease for a subtenant who is in arrears with the City of Bethel shall not be unreasonable. Tenant further acknowledges that Landlord's consent to a Sublease shall not in any way reduce, modify or absolve the Tenant from its obligations under this Lease Agreement.
- 8.03 **Conditions.** Subleases by Tenant are also subject to the terms of this Lease and the Term shall not extend beyond the Lease Term.
- 8.04 **Subtenants.** Subtenants shall not assign the Sublease nor sublet the subleased Premises in whole or in part and shall not permit the subtenant's interest in the sublease or the subleased Premises to be vested in a third party by operation of law or otherwise.
- 8.05 The execution of consent by Landlord shall not be deemed to be a consent to any subsequent assignment or subletting by either sublandlord or subtenant.

## **ARTICLE 9 TERMINATION, DEFAULT AND DEFEASANCE**

9.01 **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.

#### **9.02 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.

#### **9.03 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.

#### **9.04 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.

9.05 **Early Termination by Tenant.** In the event Tenant desires to terminate the Lease Agreement before the natural expiration date, Tenant may so cancel provided that the following conditions are fully met. Failure to fulfill all of the conditions will be a breach of this Lease Agreement.

- A. Written notice of early termination must be received by Landlord not later than one hundred twenty (120) calendar days prior to the proposed termination date.
- B. Rent must be paid through the termination date.
- C. The termination date must be the end of the month. No mid-month termination dates will be accepted.
- D. If Tenant terminates the Lease prior to the completion of the Lease as contemplated by this Agreement, Tenant shall pay a penalty equal to twelve (12) months' rent, payable within no more than thirty (30) days upon termination of the Lease. Such payment will be considered liquidated damages as penalty for early termination.
- E. Upon payment by Tenant to Landlord of liquidated damages, Landlord formally waives its rights to any additional remedies it may have under paragraphs 9.04(B), (D) and (E) above.

## **ARTICLE 10 GENERAL PROVISIONS**

### **10.01 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.

#### 10.02 **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:  
Essenkay, LLC  
PO Box 2343  
Bethel AK 99559-2343

#### 10.03 **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.

#### 10.04 **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.

**10.05 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.

**10.06 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.

**10.07 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.

**10.08 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.

**10.09 Captions**

The captions of the paragraphs are for convenience only, are not operative, and neither limit nor amplify in any way the provisions hereof.

**10.10 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.

**10.11 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

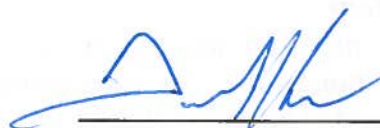
ESSENKAY, LLC



William F. Howell, III  
Acting City Manager



Naim Shabani  
Member



Jared Karr  
Member





## LEASE ADDENDUM #1

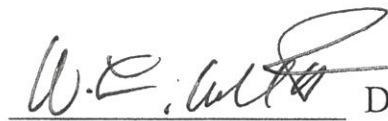
This Lease Addendum #1 is made the 28<sup>th</sup> day of May, 2019, by and between the City of Bethel, ("Lessor"), and Essenkay, LLC, ("Lessee"), an Alaska corporation.

Whereas, Lessor and Lessee understand and agree to the following:

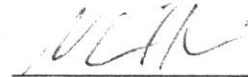
1. The Lessee/Lessor understand and agree the property at 781 3<sup>rd</sup> Avenue is going to be used for a marijuana business.
2. The Lessee/Lessor understand and agree that in case of default, Lessee will not take possession or remove marijuana from the premises and AMCO enforcement will be contacted to take possession.

Lessor

Lessee



Date: 5-28-19



Date: 06-04-19

Bill Howell, Acting City Manager

Naim Shabani, Owner

City of Bethel, Alaska

Essenkay, LLC



Date: 5/28/19

Jared Karr, Owner

Essenkay, LLC





# City of Bethel

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

907-543-1386

Fax # 543-1388

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

August 28, 2019

Essenkay, LLC  
P.O. Box 2343  
Bethel, AK 99559-2343

RE: Commercial lease between the City of Bethel and Essenkay, dated April 23, 2019.

Dear Mr. Shabani and Mr. Karr:

It has come to my attention that Lease Addendum #1 to the Commercial Lease between the City of Bethel and Essenkay, LLC (hereinafter the "Lease") is in violation of Article 4.06 of the Lease. Article 4.06 requires that the tenant "shall observe and comply with all state and federal laws, municipal ordinances, rules and regulations" which may be applicable to the leased premises. Lease Addendum #1 states that the leased premises "is going to be used for a marijuana business." The possession, sale, or distribution of marijuana is prohibited by federal law. As a result, Lease Addendum #1 is of no force and effect.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. R. Howell", with a long horizontal line extending to the right.

Bill Howell, Acting City Manager  
City of Bethel

# VALCARCE LAW OFFICE

A LIMITED LIABILITY COMPANY

900 THIRD AVENUE

P.O. BOX 409

BETHEL, ALASKA 99559

TELEPHONE: (907) 543-2744 OR (907) 543-HELP

TOLL FREE (888) 610-2744

TELEFAX (907) 543-2746

EMAIL: [jim@bushlawyers.com](mailto:jim@bushlawyers.com)

JARED KARR, ESQ.  
HEATHER SIA, ESQ.  
JIM VALCARCE, ESQ.

*Bush Lawyers Serving  
Bush Alaska*

September 9, 2019

Mayor Fred Watson  
Vice-Mayor Thor Williams  
Council Member Leif Albertson  
Council Member Mitchell Forbes  
Planning Commission Chair, Kathy Hanson  
c/o *Attorney Michael Gatti*  
City of Bethel Alaska  
PO Box 1388  
Bethel, AK 99559

Council Member Perry Barr  
Council Member Carole Jung-Jordan  
Council Member Fritz Charles  
City Clerk Lori Strickler

Re: Lease of City property at 781 3<sup>rd</sup> Avenue

Dear City Officials:

Kindly accept this letter as notice that I represent Essenkay, LLC, regarding its breach of contract claims against the City.

The City of Bethel entered into a 15-year lease agreement with Essenkay, LLC to rent a property at 781 3<sup>rd</sup> Avenue on April 23, 2019. On May 28, 2019, Acting City Manager Bill Howell and the two authorized agents for Essenkay, LLC, signed Lease Addendum #1 ("Addendum") to that lease. In part it was agreed to, "the Lessor/Lessee understand and agree the property at 781 3<sup>rd</sup> Avenue is going to be used for a marijuana business."

Relying specifically upon that agreement, my client spent several hundred thousand dollars to improve its property and prepare to open such business (i.e. hired an engineer to draft building plans, hired a lawyer to assist in the marijuana application to the State of Alaska Marijuana Control Board; hired multiple contractors to haul in over several hundred tons of dirt and gravel; hired a contractor to custom build a building for the sole purpose of opening a marijuana retail business; applied for a conditional use permit to operate the marijuana store on the lot; applied for numerous licenses with the city and state – each with its own fee, and spent thousands of dollars on furniture, technology, and supplies for the business).



Moreover, after signing the May 28, 2019 addendum, the City of Bethel thereafter issued a site plan permit to my clients authorizing them to build their building, issued them a Marijuana Retail Business business license, and issued a license to collect sales tax.

Around the end of July 2019, Acting City Manager Howell contacted my clients and informed them that there may be an issue with the City having a tenant that is operating a marijuana retail store. He stated he was unclear as to whether that business might run afoul of federal grants. My client was told that the City was working on a solution and that when one is found, the City would notify my clients. The Acting City Manager even told my clients to text him every few days to remind him to keep this issue on the "front burner" of the City.

Thereafter, no solution was offered. But on August 28, 2019 the City thereafter sent a letter (dated September 28, 2019) stating that "Addendum #1 is of no force and effect."

Based upon such breach, on September 3, 2019, Ted Meyer, Planner for the City of Bethel, sent an email to my clients. That email stated that the "Bethel City manager invalidated your May 28, 2019 Lease Addendum #1" and because of that, "I cannot present your Conditional Use permit application to the Planning Commission." The conditional use permit application was taken off the agenda for the September 12, 2019 Planning Commission meeting.

The City is in breach of the April 23, 2019, Lease Agreement and May 28, 2019 Lease Addendum #1 with Essenkay, LLC. As codified by Bethel Municipal Code 4.20.390, the City Manager or duly appointed designee can bind the City with a written contract and in fact, is the only person within the City who can. Based upon the legal addendum to the Lease, my clients relied upon such addendum to spend in excess of \$350,000 in preparation to open a marijuana retail store, which includes:

1. \$185,000 for construction of a commercial building.
2. \$20,000 for fill and gravel.
3. \$18,000 for architectural drawing of the building and land.
4. \$7,000 in attorney fees.
5. \$7,500 in permit and licensing fees.
6. \$15,000 in furniture/equipment.

Moreover, damages not only include the costs and expenses of preparing such trade operation, but the actual profits generated from such business. A conservative estimate for the amount of profit a marijuana retail store could expect to generate within a year is \$1,100,000. Over the life of a 15-year lease, that equates to roughly \$16,500,000.

9/9/19

Essenkay, LLC v. City of Bethel, Alaska

Pg. 3-3

The City leased property knowing its tenant was planning to operate a marijuana retail store; allowed the tenant to spend hundreds of thousands of dollars on improvements; and then unilaterally chose to breach the lease and prohibit such. My client has attempted to ask and determine how the City intends to make him whole, but no response has been provided, to date.

Before we allow a Bethel Jury to determine damages, I propose that the City has three options: 1) Agree that the September 28 letter is in error and revoked. 2) Sell the property. 3) Pay damages.

I look forward to receiving your response to these options within the next ten (10) days.

VALCARCE LAW OFFICE, LLC

Jim Valcarce

Attorney for Essenkay, LLC

Attachments:

1. Lease
2. Lease Addendum
3. September 28, 2019 (August 28, 2019) Letter from Acting City Manager Howell
4. September 3, 2019 email from Planning Director Ted Meyer

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

This LEASE is made on April 23, 2019 by and between the City of Bethel, a municipal corporation ("Landlord") and Essenkay, 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 4, Block 15, United States Survey 3230 A & B, Bethel  
Recording District, Fourth Judicial District, State of Alaska.

Latitude/Longitude: 67° 47' 41" North / 164° 45' 27" West,  
NAD 83 Datum

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. Tenant may improve the Leased Premises by removing Landlord's improvements but only after the written consent of the Landlord has been obtained. Such consent shall not be unreasonably withheld.



- 1.04 **Lease Term.** This Lease shall be and continue in full force and effect for a term of fifteen (15) years commencing on April 23, 2019 and terminating on April 30, 2034 unless earlier terminated in accordance with the terms of this Lease.
- 1.04 **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.
- 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) any 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 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, Two Thousand and One Dollars (\$2,001) per month on or before the 1st day of each month during the Lease Term.

## **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 4.08, 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 **Landlord's Improvements on the Premises.** Landlord currently has a number of improvements on the Premises such as, but not limited to, a well and a small Shack. Tenant is not responsible for maintaining any of Landlord's improvements. However, Landlord currently has no plans to utilize the improvements, especially the well. Tenant agrees that Landlord has no responsibility for maintaining the improvements or making them useable for Tenant.

Should Tenant wish to remove any of Landlord's improvements currently situated on the Premises, Tenant shall file a written request to the Landlord. Consent by the Landlord shall not be unreasonably withheld.

4.03 **Additions and Alterations to Leased Premises.** "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, purchased, installed or owned by Tenant 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 within 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. To the extent permitted by law, 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, 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.

- 4.15 **Utility Services.** Tenant shall arrange for its own utility services and bear all costs for utilities.
- 4.16 **Discrimination Prohibited.** Tenant will not unlawfully 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 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.
- 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, 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. Because Landlord's Premises are publicly owned, such consent may not be easily granted and will require significant City Council involvement. Any attempted assignment, transfer, mortgage, or encumbrance without such consent shall be void and shall constitute a breach of this Lease.

## **ARTICLE 8 SUBLETTING OF PREMISES**

- 8.01 Tenant intends to sublease all or a portion of the Premises. Landlord acknowledges and accepts Tenant's intent to sublease and hereby consents to any subleases subject to the provisions set forth herein.



Tenant acknowledges that any subleases of the Premises shall be in compliance with (a) all applicable covenants, conditions and restrictions of record; and (b) all laws, ordinances and government regulations in effect during the Term of this Lease.

- 8.02 **Landlord's Consent.** Tenant shall make written application to Landlord for any and all subleases. Consent to Tenant's request to sublease shall not be unreasonably withheld. Tenant acknowledges that Landlord's refusal to consent to a sublease for a subtenant who is in arrears with the City of Bethel shall not be unreasonable. Tenant further acknowledges that Landlord's consent to a Sublease shall not in any way reduce, modify or absolve the Tenant from its obligations under this Lease Agreement.
- 8.03 **Conditions.** Subleases by Tenant are also subject to the terms of this Lease and the Term shall not extend beyond the Lease Term.
- 8.04 **Subtenants.** Subtenants shall not assign the Sublease nor sublet the subleased Premises in whole or in part and shall not permit the subtenant's interest in the sublease or the subleased Premises to be vested in a third party by operation of law or otherwise.
- 8.05 The execution of consent by Landlord shall not be deemed to be a consent to any subsequent assignment or subletting by either sublandlord or subtenant.

## **ARTICLE 9 TERMINATION, DEFAULT AND DEFEASANCE**

9.01 **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.

#### 9.02 **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.

#### 9.03 **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.

#### 9.04 **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.

- 9.05 **Early Termination by Tenant.** In the event Tenant desires to terminate the Lease Agreement before the natural expiration date, Tenant may so cancel provided that the following conditions are fully met. Failure to fulfill all of the conditions will be a breach of this Lease Agreement.
- A. .Written notice of early termination must be received by Landlord not later than one hundred twenty (120) calendar days prior to the proposed termination date.
  - B. Rent must be paid through the termination date.
  - C. The termination date must be the end of the month. No mid-month termination dates will be accepted.
  - D. If Tenant terminates the Lease prior to the completion of the Lease as contemplated by this Agreement, Tenant shall pay a penalty equal to twelve (12) months' rent, payable within no more than thirty (30) days upon termination of the Lease. Such payment will be considered liquidated damages as penalty for early termination.
  - E. Upon payment by Tenant to Landlord of liquidated damages, Landlord formally waives its rights to any additional remedies it may have under paragraphs 9.04(B), (D) and (E) above.

## **ARTICLE 10 GENERAL PROVISIONS**

10.01 **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.



#### 10.02 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:  
Essenkay, LLC  
PO Box 2343  
Bethel AK 99559-2343

#### 10.03 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.

#### 10.04 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.



**10.05 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.

**10.06 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.

**10.07 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.

**10.08 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.

**10.09 Captions**

The captions of the paragraphs are for convenience only, are not operative, and neither limit nor amplify in any way the provisions hereof.

**10.10 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.

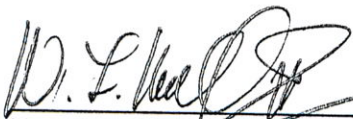
**10.11 Governing Law/Construction**

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

ESSENKAY, LLC



William F. Howell, III  
Acting City Manager



Naim Shabani  
Member



Jared Karr  
Member

## LEASE ADDENDUM #1

This Lease Addendum #1 is made the 28<sup>th</sup> day of May, 2019, by and between the City of Bethel, ("Lessor"), and Essenkay, LLC, ("Lessee"), an Alaska corporation.

Whereas, Lessor and Lessee understand and agree to the following:

1. The Lessee/Lessor understand and agree the property at 781 3<sup>rd</sup> Avenue is going to be used for a marijuana business.
2. The Lessee/Lessor understand and agree that in case of default, Lessee will not take possession or remove marijuana from the premises and AMCO enforcement will be contacted to take possession.

Lessor

Lessee

W.E. Howell Date: 5-28-19  
Bill Howell, Acting City Manager  
City of Bethel, Alaska

Naim Shabani Date: 06-04-19  
Naim Shabani, Owner  
Essenkay, LLC

Jared Karr Date: 5/28/19  
Jared Karr, Owner  
Essenkay, LLC



City of Bethel  
PO Box 1388  
Bethel AK 99559  
(907) 543-2047  
[www.cityofbethel.org](http://www.cityofbethel.org)

September 28, 2019

Essenkay, LLC  
P.O. Box 2343  
Bethel, AK 99559-2343

RE: Commercial lease between the City of Bethel and Essenkay, dated April 23, 2019.

Dear Mr. Shabani and Mr. Karr:

It has come to my attention that Lease Addendum #1 to the Commercial Lease between the City of Bethel and Essenkay, LLC (hereinafter the "Lease") is in violation of Article 4.06 of the Lease. Article 4.06 requires that tenant "shall observe and comply with all state and federal laws, municipal ordinances, rules and regulations" which may be applicable to the leased premises. Lease Addendum #1 states that the leased premises "is going to be used for a marijuana business." The possession, sale, or distribution of marijuana is prohibited by federal law. As a result, Lease Addendum #1 is of no force and effect.

Sincerely,

Bill Howell, Acting City Manager  
City of Bethel



**From:** Ted Meyer <[tmeyer@cityofbethel.net](mailto:tmeyer@cityofbethel.net)>

**Date:** September 3, 2019 at 5:32:37 PM AKDT

**To:** [kuskokush@gmail.com](mailto:kuskokush@gmail.com)

**Cc:** Bill Howell <[bhowell@cityofbethel.net](mailto:bhowell@cityofbethel.net)>, Bo Foley <[bfoley@cityofbethel.net](mailto:bfoley@cityofbethel.net)>, Pauline Boratko <[pboratko@cityofbethel.net](mailto:pboratko@cityofbethel.net)>, Michael Gatti <[mgatti@jdolaw.com](mailto:mgatti@jdolaw.com)>

**Subject:** Conditional Use Permit Application for Marijuana Retail Store

Mr. Shabani and Mr. Karr,

As you are aware, the August 28, 2019 letter written by the Bethel City Manager invalidated your May 28, 2019 Lease Addendum #1 for operating a marijuana store on City owned property (Lot 4, Block 15, USS 3230 A & B, Bethel Recording District). Regarding your associated Conditional Use Permit Application for the marijuana retail store, I need to inform you that all applications for any type of municipal permit must show proper site control (ownership, appropriate lease, or notarized permission) verification before being considered. As you currently lack site control on your commercial property lease for specifically operating a marijuana store, this is to notify you that I cannot present your Conditional Use Permit application to the Planning Commission for consideration at this time. Please contact me if you have any questions. Thank You.

--

Ted Meyer, Planner

City of Bethel

P.O 1388

Bethel, Alaska 99559

(907) 543-5306

[tmeyer@cityofbethel.net](mailto:tmeyer@cityofbethel.net)



# Suggested Amendments to Ordinance 19-21

1. Amend Section 2 to insert "The City Manager is authorized to negotiate and execute the "Purchase Sale and Settlement Agreement" for municipal land described as Lot 4, Block 15, USS 3230 A&B, Bethel Recording District, to the Purchaser Essenakay" in front of "pursuant to Bethel Municipal Code 4.08.030 (D) "Disposal to Compromise Claim.""
2. Amend Section 4 to insert after effective "December 6, 2019."

## Reason for Suggested Amendment:

1. Our representing attorney suggested the addition of the language to authorize the manager, with legal support to negotiate and execute the sales agreement as there may be terms/words of little substance that may need changed as the parties work through the sales.
2. Publication in the newspaper didn't start until November 6<sup>th</sup>, we need to have it noticed at least 30 days.

This is what it will look like:

**SECTION 2. Authorization.** The City Manager is authorized to negotiate and execute the Purchase Sale and Settlement Agreement for municipal land described as Lot 4, Block 15, USS 3230 A&B, Bethel Recording District, to the Purchaser Essenakay pursuant to Bethel Municipal Code 04.08.030(D) "Disposal to Compromise Claim."

**SECTION 4. Effective Date.** This Ordinance shall become effective December 6, 2019 upon passage by the Bethel City Council.

Introduced by: Acting City Manager William Howell  
Introduction Date: November 12, 2019  
Public Hearing Date: December 10, 2019  
Action:  
Vote:

# CITY OF BETHEL, ALASKA

## Ordinance 19-11 (k)

### AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2020 BUDGET

**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.

**SECTION 2. Fiscal Year Budget Amendments.** The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2020.

**WHEREAS,** the City of Bethel completed and signed grant and loan documents with the United States Department of Agriculture (USDA) Rural Development (RD) to borrow \$913,000 and receive \$1,669,358 in grant funds in order to pay for repair of the sewer lagoon jetty and purchase 8 sewer trucks;

**WHEREAS,** one of the funding conditions requires the City to "establish a debt service reserve fund equal to at least one annual loan installment" or \$34,740;

**WHEREAS,** the debt service reserve fund appeared in the City's FY 2017 Budget as "Lagoon Loan Reserve" under Sewer Lagoon, but it does not appear in the FY 2020 Budget;

**WHEREAS,** establishing this fund in the budget each year allows the City to meet USDA grant/loan conditions and does not conflict with the City's USDA loan payment entry that appears in the FY 2020 Budget under Sewer Lagoon.

| Line Item | Description                                  | Approved Appropriations | Proposed Amendment | Proposed Total Appropriations |
|-----------|----------------------------------------------|-------------------------|--------------------|-------------------------------|
| 51-27600  | Sewer Lagoon-Project-Lagoon Loan Reserve     | 0                       | 34,740             | 34,740                        |
| 51-10100  | Water & Sewer Services/Cash in Combined Fund |                         | (34,740)           | (34,740)                      |

**WHEREAS,** the City of Bethel's USDA-RD grant/loan that funded the sewer lagoon jetty repair project requires the City to "deposit \$365,650 into the short-lived asset reserve

Introduced by: Acting City Manager William Howell  
Introduction Date: November 12, 2019  
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fund annually for the life of the loan,” making it a cumulative account that should roll over from year to year;

**WHEREAS,** the City may spend from the cumulative sewer short-lived asset fund to repair or replace any of the sewer short-lived assets throughout the year;

**WHEREAS,** the City’s FY 2019 Budget contained \$191,160 in the Short Lived Asset Reserve account in Hauled Sewer and \$191,160 in the Short Lived Asset Reserve in Piped Sewer, which adds to a greater amount than necessary;

**WHEREAS,** the FY 2020 City Budget does not contain the Short Lived Asset Reserve account that is required, and therefore it must be added to the Budget, and the account balance adjusted to include previous applicable years’ worth of reserves.

| Line Item | Description                                                   | Approved Appropriations | Proposed Amendment | Proposed Total Appropriations |
|-----------|---------------------------------------------------------------|-------------------------|--------------------|-------------------------------|
| 51-85-699 | Hauled Sewer-Capital Expenses-Sewer Short-Lived Asset Reserve | 0                       | 182,825            | 182,825                       |
| 51-86-699 | Piped Sewer-Capital Expenses-Sewer Short-Lived Asset Reserve  | 0                       | 182,825            | 182,825                       |
| 51-10100  | Water & Sewer Services/Cash in Combined Fund                  |                         | (365,650)          | (365,650)                     |

**WHEREAS,** the City is pursuing all conditions to close on a \$13,627,000 USDA grant/loan to fund the Avenues Piped Water and Sewer Improvements project;

**WHEREAS,** one of the USDA grant/loan conditions is for the City to provide \$306,000 in Applicant Contribution toward project expenditures and this amount is not in the FY 2020 Budget;

**WHEREAS,** DOWL is currently engaged in performing predevelopment activities for the Avenues project and these expenditures will be charged to the City’s Contribution account or to the loan account, as appropriate;

**WHEREAS,** the City must put \$306,000 into the FY 2020 Budget to comply with the USDA grant/loan requirements that are to be used to fund the Avenues project, and putting half in Piped Water and half in Piped Sewer is a logical application.

|  |
|--|
|  |
|--|

Introduced by: Acting City Manager William Howell  
Introduction Date: November 12, 2019  
Public Hearing Date: December 10, 2019  
Action:  
Vote:

| Line Item | Description                                                        | Approved Appropriations | Proposed Amendment | Proposed Total Appropriations |
|-----------|--------------------------------------------------------------------|-------------------------|--------------------|-------------------------------|
| 51-82-691 | Piped Water-Capital Expenses-Cash Match to USDA Avenues grant/loan | 0                       | 153,000            | 153,000                       |
| 51-86-691 | Piped Sewer-Capital Expenses-Cash Match to USDA Avenues grant/loan |                         | 153,000            | 153,000                       |
| 51-10100  | Water & Sewer Services/Cash in Combined Fund                       |                         | (306,000)          | (306,000)                     |

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

**ENACTED THIS \_\_\_\_TH DAY OF DECEMBER 2019 BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

\_\_\_\_\_  
Perry Barr, Mayor

ATTEST:

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

Introduced by: Public Works Committee  
Introduction Date: November 12, 2019  
Public Hearing: December 10, 2019  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #19-22**

#### **AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 13.16.150 OF THE BETHEL MUNICIPAL CODE, TO ESTABLISH A RATE FOR SIX YARD DUMPSTERS**

**WHEREAS**, the City of Bethel purchased six-yard dumpsters and has not established and confirmed by the governing body, a rate for those dumpsters;

**THEREFORE BE IT ORDAINED** by the City Council of Bethel, Alaska, that:

**SECTION 1. Classification.** This ordinance is shall become effective upon passage by the Bethel City Council.

**SECTION 2. Amendment.** The Bethel Municipal Code Section 13.16.150 is amended as follows (new language is underlined and old language is stricken out):

13.16.150 Solid waste collection.

For the collection, removal and disposal of residential/nonresidential/commercial garbage, rubbish and waste materials within the city, the following charges shall be made:

A. Residential/churches/nonresidential/commercial scheduled rates:

1. Residential and church service:

| <b>Frequency of Service</b> | <b>Rate</b> |
|-----------------------------|-------------|
| Monthly flat rate           | \$15.00     |

2. Nonresidential service:

| <b>Frequency of Service</b> | <b>Rate</b> |
|-----------------------------|-------------|
| Monthly flat rate           | \$67.00     |

3. Commercial service:

| <b>Frequency of Service</b> | <b>Rate</b>  |
|-----------------------------|--------------|
| Four-yard dumpster          | \$59.00/haul |



Introduced by: Public Works Committee  
Introduction Date: November 12, 2019  
Public Hearing: December 10, 2019  
Action:  
Vote:

| <b>Frequency of Service</b>                   | <b>Rate</b>         |
|-----------------------------------------------|---------------------|
| <u>Six-yard Dumpster</u>                      | <u>\$66.00/haul</u> |
| Eight-yard dumpster                           | \$74.00/haul        |
| Commercial monthly flat rate without dumpster | \$66.00             |

B. Residential/commercial on-call rates:

|                      |                  |
|----------------------|------------------|
| Residential services | \$13.06 per call |
| Commercial services  | \$66.00 per call |

C. Public use of the municipal landfill:

| <b>Frequency of Service</b>      | <b>Rate</b>            |
|----------------------------------|------------------------|
| Four cubic yards or less per day | Free                   |
| More than four cubic yards       | \$10.00 per cubic yard |

The landfill, subject to approval by the city council, shall establish and may periodically adjust additional rates, charges, and fees for the use of the landfill, including, but not limited to, rates, charges and fees for dumping oil, glycol, and oversized items.

**SECTION 2. Effective Date.** This ordinance shall become effective November 1, 2019 upon passage by the Bethel City Council.

**ENACTED THIS \_\_\_\_ DAY OF SEPTEMBER 2019, BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED.**

\_\_\_\_\_  
Perry Barr, Mayor

ATTEST:

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

Introduced by: Acting City Manager William Howell  
Introduction Date: December 10, 2019  
Public Hearing Date: January 14, 2020  
Action:  
Vote:

# CITY OF BETHEL, ALASKA

## Ordinance 19-11(I)

### AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2020 BUDGET

**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.

**SECTION 2. Fiscal Year Budget Amendments.** The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2020.

**WHEREAS,** the City of Bethel installed piped water and sewer services in City Subdivision and later connected the Tundra Center and five nearby residences on Seventh Avenue to piped sewer service;

**WHEREAS,** City Subdivision residents experienced exorbitant electricity bills immediately after the piped water and sewer system was installed due to the expense of individual heat trace used to warm the sewer pipes;

**WHEREAS,** City Subdivision residents were provided relief when the City installed a glycol heat loop to keep the sewer pipes from freezing;

**WHEREAS,** five residential units on Seventh Avenue have been suffering from exorbitant electricity bills as a result of using heat trace on their sewer pipes, but were never provided relief;

**WHEREAS,** this budget modification ordinance aims to provide funds in the FY 2020 Budget to pay VanGo Enterprises, LLC, the City's electrician firm, to connect all five heat trace loops to one meter and for the City to pay the electricity charges for the meter through June 30, 2020.

Introduced by: Acting City Manager William Howell  
Introduction Date: December 10, 2019  
Public Hearing Date: January 14, 2020  
Action:  
Vote:

| Ordinance 19-11(l) |                                                              |                         |                    |                               |
|--------------------|--------------------------------------------------------------|-------------------------|--------------------|-------------------------------|
| Line Item          | Description                                                  | Approved Appropriations | Proposed Amendment | Proposed Total Appropriations |
| 51-86-669          | Enterprise Fund-Piped Sewer-Other Purchased Services         | 20,000                  | 15,000             | 35,000                        |
| 51-86-621          | Enterprise Fund-Piped Sewer-Electricity                      | 100,000                 | 7,500              | 107,500                       |
| 51-10100           | Enterprise Fund-Water & Sewer Services/Cash in Combined Fund |                         | (22,500)           | (22,500)                      |

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

**ENACTED THIS 14TH DAY OF JANUARY 2020 BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

\_\_\_\_\_  
Perry Barr, Mayor

ATTEST:

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



# WORK ORDER PROPOSAL

VanGo Enterprises, LLC

P.O. Box 1195

Palmer, Ak 99645

(907) 441-2441 • waylon@vangoenterprises.com

Date: 8/26/2019

Work Order Proposal #: WOP190019

To: City of Bethel

Project: Heat trace circuits - 51, 53, 54A, 61, 63

Project: Tranfer heat trace circuits to a city meter at houses: 51, 53, 54A, 61, 63

VanGo Enterprises, LLC (VanGo) proposes and agrees to provide support and labor required for the execution of the work based on the information provided by the City. This Proposal is based on the current conditions as a fully functioning mechanical, electrical, and controls systems. This proposal is an estimate and other costs may arise. VanGo will kee the City Representative informed when additional costs become known. VanGo will apply any additional costs for repair and/or replacement of any faulty equipment other than what is listed below at invoicing. The City agrees and recognizes that all systems become the resbonsibility of the City upon final completion and payment. This proposal is confedential and only intended for the City of Bethel.

## Includes:

- Furnish and install 1 EA 200Amp service and disrubution panel with 10 EA 20Amp, 2-pole beakers.
- Furnish and install conduit, wiring, junction boxes, and electrical connections.

## Exclusions:

- Anything not listed in the inclusions above.
- Cost associated with schedule acceleration, deceleration, or unplanned phases.
- Cost associated with additional trips to the jobsite.
- Any and all engineering, or issues due to lack of engineering.
- Jobsite storage and security.
- Errors in design or changes made by the City.
- Any cost overruns out of the control of VanGo.
- Major material price increases.
- Scaffolding, ladders, mechanical lifts, vehicals, or other equipment. \*To be provided by the City.
- Delays due to: inclement weather, change in scope, fire, accidents, acts of god, or any other unavoidable causes.
- Travel/ Per Diem/ Lodging.
- Trenching and backfill. ~40LF across a driveway, and short runs to the houses.

Base bid for budgetary purposes: \$15,000.00 Price valid for 45 days

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

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

Introduced William F. Howell, III, Acting City  
by: Manager  
Date: December 10, 2019  
Action:  
Vote:

# CITY OF BETHEL

## Resolution # 19-16

### **CITY OF BETHEL PRIORITIES FOR THE FY 2021 STATE OF ALASKA CAPITAL BUDGET**

- WHEREAS,** the City of Bethel is proactively pursuing funding strategies with Federal and State agencies, as well as private funding sources;
- WHEREAS,** the City partners with other entities, such as the local tribe, Orutsararmuit Native Council, to work collaboratively for residents' needs;
- WHEREAS,** Bethel City sales taxes and Port of Bethel dock and petro port revenues are used to fund the City's operating budget and major maintenance needs;
- WHEREAS,** in recent years, the City of Bethel raised its water and sewer subscription rate fees to fund capital depreciation and to better meet basic human health and sanitation needs;
- WHEREAS,** as a hub community for the 30,000 living in the Yukon-Kuskokwim Delta region, the City of Bethel often supports projects and expenditures that benefit tens of thousands of Alaskans who do not reside in City limits;
- WHEREAS,** the Bethel City Council is a seven-member body elected by resident voters of Bethel to act in the best interest of the community and intends to exhibit transparency, oversight, and accountability for all funds awarded through this request;
- WHEREAS,** the priorities established herein are rank-ordered and vital to the well-being of the community and municipality of Bethel;
- WHEREAS,** a summary of the City of Bethel's priorities and requested funding amounts are listed in the following table:



Introduced by: William F. Howell, III, Acting City Manager  
 Date: December 10, 2019  
 Action:  
 Vote:

| Five Priorities                                                                      | Request             |
|--------------------------------------------------------------------------------------|---------------------|
| 1. Construct C-Loop, Extend Sewer System, and Perform Spot Repairs in Bethel Heights | \$10,146,000        |
| 2. Public Works Building Repairs                                                     | \$7,000,000         |
| 3. Dust Control Measures                                                             | \$1,200,000         |
| <b>TOTAL</b>                                                                         | <b>\$18,346,000</b> |

|           |                                                                                          |                     |
|-----------|------------------------------------------------------------------------------------------|---------------------|
| <b>#1</b> | <b>Construct C-Loop, Extend Sewer System, and Perform Spot Repairs in Bethel Heights</b> | <b>\$10,146,000</b> |
|-----------|------------------------------------------------------------------------------------------|---------------------|

**WHEREAS,** Engineer firm DOWL generated a Preliminary Engineering Report (PER) and Environmental Report (December 2019) that evaluated the water and sewer systems in Bethel Heights Subdivision in Bethel;

**WHEREAS,** the Report considered six alternatives and recommended the construction of C-Loop, extension of the sewer system, and completion of spot repairs;

**WHEREAS,** the original gravity-fed sewer main was constructed in 1977 and has exceeded its expected 40-year useful life;

**WHEREAS,** according to the PER, “the age of the system has resulted in tangibly reduced reliability and performance, comparatively high and increasing cost of O&M, and an overall reduction in the safety of the system;”

**WHEREAS,** the City filed noncompliance notifications with the Alaska Department of Environmental Conservation during the last two winters for flushing an open section of frozen sewer pipe over the tundra—the only way to thaw the pipe;

**WHEREAS,** the City of Bethel serves approximately 300 customers in Bethel Heights by piped water and sewer and 25 additional properties nearby are not connected to piped water and sewer, but are served by the truck haul system;

**WHEREAS,** the City has an opportunity to run new high density polyethylene water and sewer pipes to 25 homes in the Martina Oscar Subdivision adjacent to Bethel Heights and save \$200,000 a year in operation and maintenance;

**NOW, THEREFORE, BE IT RESOLVED** the Bethel City Council hereby requests that the State of Alaska provide \$10,146,000 in its FY 2021 Capital Budget to fund the construction of C-Loop and sewer system improvements in Bethel Heights.

Introduced William F. Howell, III, Acting City  
by: Manager  
Date: December 10, 2019  
Action:  
Vote:

|           |                                      |                    |
|-----------|--------------------------------------|--------------------|
| <b>#2</b> | <b>Public Works Building Repairs</b> | <b>\$7,000,000</b> |
|-----------|--------------------------------------|--------------------|

**WHEREAS,** the City relies on its Public Works building as the base of operations to meet a host of responsibilities: road maintenance, water and sewer haul deliveries, maintenance of 32 structures, vehicle and equipment maintenance/repair, and Planning Department functions;

**WHEREAS,** at the request of the City, two professional engineers from BFM Engineers, Inc. evaluated the floor, walls, and others structural features of the City's Public Works building and issued a report on October 4, 2019;

**WHEREAS,** the report concludes by saying, "serious structural deficiencies were found and included rot in the floor beams and girders, corrosion and failure of the connection between beams and girders, and corrosion in the insulated metal wall panels;"

**WHEREAS,** specifically, the engineers believe that the following replacements **MUST** be made: 120 metal hangers, 12 glulam beams, 5 girders, and 4 truck bays worth of 2"x8" decking;

**WHEREAS,** the condition of the buried pilings were in satisfactory shape leading to the conclusion that the major repairs recommended would extend the life of the building significantly and allow for continued City operations;

**WHEREAS,** the engineers estimate that the full cost of repairs could be as high as \$7 million, the amount the City feels is needed to effect the repairs needed to keep all building occupants safe and to allow for continued operations;

**NOW, THEREFORE, BE IT RESOLVED** the Bethel City Council hereby requests that the State of Alaska provide \$7,000,000 in its FY 2021 Capital Budget to fund the cost of repairs needed for the City's Public Works building.

|           |                              |                    |
|-----------|------------------------------|--------------------|
| <b>#3</b> | <b>Dust Control Measures</b> | <b>\$1,200,000</b> |
|-----------|------------------------------|--------------------|

**WHEREAS,** the community of Bethel is plagued by airborne dust and the ill-health effects associated with its inhalation, ingestion, and contact with eyes, ears, and skin;

Introduced William F. Howell, III, Acting City  
by: Manager  
Date: December 10, 2019  
Action:  
Vote:

**WHEREAS,** purchasing and applying gravel, calcium chloride, and hydroseed to road slopes have proven to be effective dust control measures for Bethel, Alaska;

**WHEREAS,** the City will purchase one new water spray truck with project funds so that it can apply water to the dusty streets throughout the summer;

**WHEREAS,** the City must purchase and apply gravel and other implements in bulk quantities on its subdivision roads, which are currently underserved because the City has had to focus on its thoroughfares;

**WHEREAS,** the City has the heavy equipment, trained personnel, and operating costs in its budget to apply gravel, calcium chloride, and hydroseed to the City's roads, as needed;

**NOW, THEREFORE, BE IT RESOLVED** the Bethel City Council hereby requests that the State of Alaska provide \$1,200,000 in its FY 2021 Capital Budget to fund the Dust Control Measures project;

**ENACTED THIS 10th DAY OF DECEMBER 2019 BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

\_\_\_\_\_  
Perry Barr, Mayor

ATTEST:

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

## City of Bethel Action Memorandum

|                         |                   |                |            |
|-------------------------|-------------------|----------------|------------|
| Action memorandum No.   | 19-75             |                |            |
| Date action introduced: | December 10, 2019 | Introduced by: | Mayor Barr |
| Date action taken:      |                   | Approved       | Denied     |
| Confirmed by:           |                   |                |            |

Appointment of Committee/Commission/Board member. Leif Albertson-Board of Ethics.  
Dolena Fox- Public Safety and Transportation Commission.

|                                 |                  |                             |
|---------------------------------|------------------|-----------------------------|
| <b>Amount of fiscal impact:</b> |                  | <b>Account information:</b> |
| x                               | No fiscal impact |                             |
|                                 |                  |                             |
|                                 |                  |                             |

Action Memorandum 19-75 is sponsored by Mayor Barr at the request of the City Clerk.

Leif Albertson has requested appointment to the Board of Ethics. If appointed, the term would be three years as a regular member with a term expiration of December 31, 2021.

Dolena Fox has requested appointment to Public Safety and Transportation Commission. If appointed, the term would be three years as a Regular member with a term expiration of December 31, 2021.

## City of Bethel Action Memorandum

|                         |                   |                |            |
|-------------------------|-------------------|----------------|------------|
| Action memorandum No.   | 19-76             |                |            |
| Date action introduced: | December 10, 2019 | Introduced by: | Mayor Barr |
| Date action taken:      |                   | Approved       | Denied     |
| Confirmed by:           |                   |                |            |

**Allow Action Memorandums that authorize the City Manager to negotiate and execute purchase agreements and contracts to be placed on the list of approved Consent Agenda items for Bethel City Council meetings.**

**Attachment(s): None**

|                                 |                                |                             |
|---------------------------------|--------------------------------|-----------------------------|
| <b>Amount of fiscal impact:</b> |                                | <b>Account information:</b> |
|                                 | No fiscal impact at this time. |                             |

### Summary Statement

The use of Action Memorandums on the consent agenda is an expeditious use of Council member time because most do not require discussion, amendments, or alterations.

Robert's Rules of Order is the adopted City Council meeting protocol. The Rules allow for a grouping of routine, non-controversial items under a consent agenda. The City marks its consent items with an asterisk. This allows the Council to approve all items on the Consent Agenda at once, quickly and easily. During the approval of the Agenda and the Consent Agenda, any council member may ask that an item be removed from the Consent Agenda. Removal takes only a short time. The time saved by consent agenda items being approved greatly outweighs the time it takes to remove one or two items for discussion and vote.

At present, the following types of agenda items may appear on the Consent Agenda:

- Introduction of Ordinances
- Resolutions
- Informational Memorandums
- Action Memorandums for appointment of members to City committees and commissions
- Leave requests for City Manager, City Clerk and City Attorney



## City of Bethel Action Memorandum

|                         |                   |                |                            |
|-------------------------|-------------------|----------------|----------------------------|
| Action memorandum No.   | 19-77             |                |                            |
| Date action introduced: | December 10, 2019 | Introduced by: | Acting City Manager Howell |
| Date action taken:      |                   | Approved       | Denied                     |
| Confirmed by:           |                   |                |                            |

Authorizing the Acting City Manager to negotiate and execute a Lease Amendment Number 11 with the State of Alaska Department of Administration, Division of Motor Vehicles, leasing space at 300 Chief Eddie Hoffman Highway, to include in the property description three parking spaces.

Attachment(s): Lease Agreement and Amendments.

|                                 |                                |                             |
|---------------------------------|--------------------------------|-----------------------------|
| <b>Amount of fiscal impact:</b> |                                | <b>Account information:</b> |
| X                               | No fiscal impact at this time. |                             |

Lease Agreement 2624, with the State of Alaska for was entered into on July 1, 2009 and covers the leased space in the front of City Hall for the Division of Motor Vehicles. The lease term ends June 30, 2022.

The amendment requested by the State of Alaska, is to add under the property description:

Approximately 256 square feet of net usable office space and three (3) parking spaces, located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

This was a term that was agreed to previously (Amendment No. 1) however never memorialize in the lease agreement. The City of Bethel has no objection to including the three nonexclusive parking spaces in the description of the property.

The Council through Ordinance 19-12 authorized the extension of this lease agreement.



**STATE OF ALASKA  
AMENDMENT TO LEASE  
LEASE NUMBER 2624**

This agreement, to be known as **Amendment Number Eleven (11)** to the existing lease, entered into on the 1st day of July, 2009, and **first recorded at the Bethel Recording District as Serial Number 2009-000914-0**, by and between:

**CITY OF BETHEL  
P.O. BOX 1388 Address  
BETHEL, ALASKA  
ATTN: CITY MANAGER'S OFFICE**

Correspondence to:

**CITY OF BETHEL  
P.O. BOX 1388 Address  
BETHEL, ALASKA  
ATTN: LEGAL DEPARTMENT**

Hereinafter called the Lessor, and

**STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION - 02  
550 WEST 7TH AVENUE, SUITE 1960  
ANCHORAGE, ALASKA 99501-3558**

Hereinafter called the Lessee.

---

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration  
Shared Services of Alaska  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 200  
Anchorage, AK 99501-3571

LEASE NO. **2624**

Amendment No. **11**

Page 1 of 4

2624 A11 Parking

Initial\_\_\_\_\_ Initial\_\_\_\_\_

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

### **THIS AMENDMENT SHALL**

1. Recognize that the property description is changed to the following:

Approximately 256 square feet of net usable office space and three (3) parking spaces, located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

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OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration  
Shared Services of Alaska  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 200  
Anchorage, AK 99501-3571

LEASE NO. **2624**

Amendment No. **11**

Page 2 of 4

2624 A11 Parking

Initial\_\_\_\_\_ Initial\_\_\_\_\_

2. Recognize that the Lessee address is changed to the following:

**STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION - 02  
550 WEST 7TH AVENUE, SUITE 200  
ANCHORAGE, ALASKA 99501-3571**

All other terms and conditions of the lease remain the same.

**Lessor: CITY OF BETHEL**

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

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

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

**Lessee: STATE OF ALASKA**

**By:** \_\_\_\_\_  
Rashaad Esters  
Contracting Officer II

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

---

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LEASE NO. **2624**

Amendment No. **11**

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2624 A11 Parking

Initial\_\_\_\_\_ Initial\_\_\_\_\_

**ACKNOWLEDGMENT BY LESSOR: CITY OF BETHEL**  
**STATE OF ALASKA**  
**CITY OF BETHEL**

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known and known by me to be the person described in the executed instruments set forth above and severally stated to me under oath that (he, she) is \_\_\_\_\_ and that (he, she) has been authorized by \_\_\_\_\_ to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of **Same.**

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

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires with Office  
Residing at: \_\_\_\_\_

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA**  
**STATE OF ALASKA**  
**MUNICIPALITY OF ANCHORAGE**

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared **Rashaad Esters, Contracting Officer II,** to me known and known by me to be the person described in the executed instruments set forth above as an agent of the **Shared Services of Alaska** of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the **State of Alaska.**

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

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires with Office  
Residing at: Anchorage, Alaska

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration  
Shared Services of Alaska  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 200  
Anchorage, AK 99501-3571

LEASE NO. **2624**

Amendment No. **11**

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2624 A11 Parking

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**STATE OF ALASKA  
STANDARD LEASE FORM  
LEASE 2624**

IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS LEASE AND THE TERMS AND CONDITIONS OF THE ATTACHED "EXHIBIT A", THE TERMS AND CONDITIONS OF "EXHIBIT A" WILL PREVAIL.

THIS LEASE, entered into this 1st day of July 2009, and to be recorded in the **Bethel Recording District**, by and between:

**THE CITY OF BETHEL  
PO BOX 388  
BETHEL , ALASKA 99559**

hereinafter called the Lessor, and

**STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION – 02  
550 WEST 7<sup>TH</sup> AVENUE, SUITE 1970  
ANCHORAGE, ALASKA 99501-3558**

hereinafter called the Lessee.

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. 2624

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State of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1970  
Anchorage, AK 99501-3558

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of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

to have and to hold the same, with all appurtenances unto the Lessee for the term of five (5) years **beginning on the 1st day of July 2009 and ending on the 30th day of June, 2014** at and for the **rental of \$ 524.80 per month** payable on the first day of each and every month of said term at the office of the Lessor or in advance at the option of the Lessee. Payment for any partial months occupancy shall be prorated based on a thirty (30) day month.

#### **COVENANTS OF THE LESSEE**

1. The Lessee does hereby covenant and agree with the Lessor that it will:
  - a) pay said rent at the times and place and in the manner aforesaid;
  - b) use and occupy said premises in a careful and proper manner;
  - c) not use or occupy said premises for any unlawful purpose;
  - d) not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided however such consent shall not be unreasonably withheld;
  - e) not use or occupy said premises or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;

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- f) make no alterations or additions in or to said premises without the written consent of the Lessor, such consent shall not unreasonably be withheld;
- g) leave the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received or in which they might be put by the Lessor, excepting reasonable wear and tear and/or, loss or damage caused by fire, explosions, earthquakes, acts of God, other casualty or as provided for in section 2.b below;
- h) permit the Lessor to enter upon said premises at all reasonable times to examine the conditions of the same;

#### COVENANTS OF THE LESSOR

2. And the Lessor on its part covenants and agrees with the Lessee that it will:

- a) maintain the demised premises in good repair and tenantable condition during the continuance of this lease or any renewal or extension thereof;
- b) indemnity: the Lessor shall hold and save the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease; the Lessor shall also assume all insurable risks and bear any loss of injury to property or persons occasioned by neglect or accident during the tenure of this lease, excepting only sole negligence of the Lessee.

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- c) furnish heat and cooling, electricity, water, trash removal, and sewage disposal without additional cost to the Lessee;
- d) furnish heating and cooling to all the office space and similar type space uniformly within a 68 degrees Fahrenheit to 72 degrees Fahrenheit temperature range. Heating and cooling in the computer room shall be maintained at a uniform temperature between 60 degrees and 65 degrees Fahrenheit;
- e) furnish men and women's restrooms that have hot and cold running water at all lavatories and similar fixtures and which shall be equipped with mirrors, disposals for feminine hygiene products and dispensers for soap, toilet tissue, sanitary seat covers and paper towels. Women's restrooms shall also be equipped with sanitary napkin dispensers.
- f) maintain and keep the stairway and common or public hallway used for access to the leased premises in a clean and safe condition;
- g) maintain the premises in keeping with good fire prevention practices. The State reserves the right, at reasonable times, to enter and make fire prevention and fire protection inspections of the building and space occupied. Recommended improvements will be given every consideration by the Lessor;
- h) the Lessor agrees that facilities provided in this lease are tenantable and that they comply with all laws pertaining to tenantability and performance of this provision is insured by the Lessor agreeing to pay the cost of any building alterations which may be needed during the period of the Lessee's occupancy for purposes of correcting any violation of the law cited by a regulatory agency of government not directly a result of the State's occupancy.

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If during the term of this lease, or any renewal or extension thereof, the premises or any part thereof should be rendered untenable by public authority, or by fire or the elements, or other casualty, a proportionate part of the rent according to the extent of such untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Lessor; and if the premises or a substantial part thereof are thereby rendered untenable and so remain for a period of thirty (30) days, the state may, at its option, terminate the lease by written notice to the Lessor.

The State's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This thirty-(30) day period shall not be so restrictively construed that the Lessee is bound to remain in the leased facility if the State's business cannot be safely executed. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are made tenantable again within this thirty-(30) day period, Lessee will return to the facility for occupancy. Lessee may also choose to recover any excess costs, over the abated lease payments, occasioned by relocation due to unsafe condition.

In the event the Lessor fails to correct any violation or remedy any untenable condition in the time interval prescribed by law, the Lessee shall be free to terminate the lease, or shall have the option by hiring competent workmen, with the Lessor bearing the cost of all materials and labor. Lessor further agrees that alterations performed by the Lessee to correct OSHA violations will not be construed by the Lessor to constitute a breach of the terms of this lease.

In the event that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premises is threatened by the interruption or severance of utilities and severance provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor,

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the Lessee shall have the right to bind such utilities and services as are threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments the cost of such utilities and services, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services.

- i) maintain the building free of any mechanical, structural or electrical hazards and in a good state of general repair and maintenance. Lessor agrees that after reasonable notice in writing by the Lessee that these obligations have not been satisfactorily fulfilled, the Lessee can then obtain competent workmen to correct the deficiencies, all of which will be paid for by the Lessor. Bills for such work will be sent directly to the Lessor for payment. Should there be any delay in payment by the Lessor, the Lessee shall pay the bills and deduct the cost from the next month(s) rent payments(s), whichever is determined appropriate by the Lessee.
- j) Lessor shall renovate the space by refinishing, or replacing all damaged or worn wall, ceiling, floor covering, window covering or built-in building fixtures as needed at the reasonable request of the occupying State agency. All cost associated with the renovations, including moving expenses, will be the responsibility of the Lessor. If Lessor does not respond to such reasonable renovation requests by the occupying State agency, the State reserves the right to hire competent workmen to accomplish such renovation(s) at the lessor's expense.
- k) provide janitorial services per Exhibit A .
- l) If the leased property is sold during the term of the lease, or an extension thereof, the sale will be made subject to the lease. This also applies to any sale

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as a result of an encumbrance on the property that existed prior to the execution of this lease.

**MUTUAL COVENANTS**

3. It is mutually agreed by and between the Lessor and Lessee that:
- a) all terms and conditions of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted;
  - b) all fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or renewal and at its own expense repair any injury to the premises resulting from such removal;
  - c) if the Lessee shall at any time be default in the payment of rent herein reserved, or in the performance of any of the covenants, terms and conditions, or provision of this lease, and the Lessee shall fail to remedy such default within sixty (60) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;

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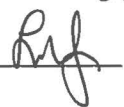
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Leasing Section  
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- d) if the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all of the covenants of this lease by it to be kept, performed, and observed, the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
- e) this lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto;
- f) the State shall have the option to renew this lease for five (5) additional one (1) year periods to be exercised by giving the Lessor written notice prior to the expiration of each term.

ADJUSTMENTS: Adjustments in the lease rate may be made if requested in writing by the lessor at least thirty-(30) days prior to the effective date of the adjustment.

Such adjustments may be made annually to reflect changes in the lessor's variable costs, and defined as all operational cost other than debt service and profit and is expressed as: thirty-five percent (35%) of the base monthly lease rate.

The monthly lease rate may be adjusted effective July 1, 2010 and each July thereafter, and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, for the Urban Wage Earners and Clerical Workers (CPI-W), All Items, Anchorage Area, issued for each July through December (2<sup>nd</sup> half) six (6) month average of each lease term.

The percentage difference between the six month average CPI-W in effect for the **base year, July through December (2<sup>nd</sup> half), 2008 (190.568)** and the July through December (2<sup>nd</sup> half) six month average thereafter will determine the

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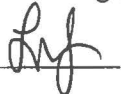
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maximum allowable adjustment of the variable costs over the base monthly lease rate.

**Base monthly lease rate is \$524.80.**

Adjustment to the monthly lease rate will be computed as follows:

[(Variable Cost Percentage X Base Monthly Lease Rate) X Percentage of Change In CPI] + Base Monthly Lease Rate will equal (=) the adjusted monthly lease rate.

The formula is expressed as:

$$[(35\% \times \text{Base Monthly Lease Rate}) \times \% \text{ change in CPI}] + \text{Base Monthly Lease Rate} = \text{Adjusted Monthly Lease Rate.}$$

RETROACTIVE adjustments will not be allowed.

- g) this lease is subject to all applicable laws of the State of Alaska or local government;
- h) **FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS:** The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the State has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State, and shall not constitute a breach or an event of default by the State.

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LEASE No. 2624

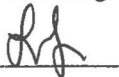
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- i) all conditions and covenants of the lease shall remain in full force and effect during any extension hereof. Any holding over after the expiration date of this lease or any extension or renewal thereof, shall be construed to be a tenancy from month to month, at the same monthly rental and on the terms and conditions herein specified so far as applicable;
- j) time is of the essence of this lease;

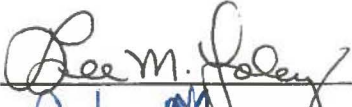
**Other Provisions**

4. The following additional provisions, modifications, exceptions, riders, layouts and or forms were, are, agreed upon prior to execution and made a part hereof:

NONE

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

**Lessor: THE CITY OF BETHEL**

By:   
Its: City Manager  
Date: 6/24/2009

**Lessee: STATE OF ALASKA**

By:   
Jeff Jolly TAT L  
Contracting Officer  
Date: 6/25/2009

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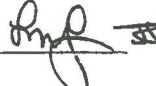
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**ACKNOWLEDGMENT OF LESSOR: CITY OF BETHEL**  
**STATE OF ALASKA**  
**CITY OF BETHEL**

This is to certify that on this 24 day of June, 2009 before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared Lee Foley to me known and known by me to be the person(s) described in and who executed the instruments set forth above and severally stated to me under oath that (he, she) is Lee Foley and that (he, She) has been authorized by \_\_\_\_\_ to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of Same.

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

Lori Strickler  
Notary Public for Alaska  
My Commission Expires: Aug. 12, 2012  
Residing at: City of Bethel, AK

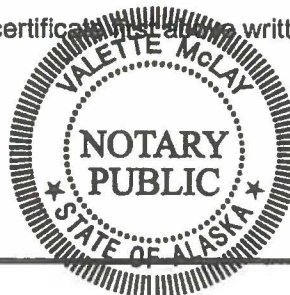
LORI STRICKLER  
Notary Public, State of Alaska  
Commission # 111056  
My Commission Expires  
August 12, 2012

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA**  
**STATE OF ALASKA**  
**CITY OF ANCHORAGE**

This is to certify that on this 25 day of June, 2009 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Jeff Jolly, Contracting Officer to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of General Services of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

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

Wendy M. Gillespie  
Notary Public for Alaska  
My Commission Expires with office  
Residing at: Anchorage, Alaska



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**STATE OF ALASKA**  
**Department of Administration**  
**Division of General Services**  
**Leasing and Facilities Section**  
**550 West 7<sup>th</sup> Avenue, Suite 1970**  
**Anchorage, Alaska 99501-3558**

**LEASE 2624**  
**EXHIBIT A**

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EXHIBIT A

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EXHIBIT A

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## 1. STANDARD TERMS AND CONDITIONS

### 1.1 DEFAULT

In case of default by the Lessor for any reason, the State may procure the goods or services from another source and hold the Lessor responsible for any resulting excess cost and may seek other remedies under law or equity.

### 1.2 DISPUTES

Any dispute arising out of the lease shall be resolved under the laws of Alaska. Any appeal of an administrative order and any original action to enforce any provision of this lease or to obtain any relief from or remedy in connection with this lease may be brought only in the Superior Court for the Third Judicial District of Alaska.

### 1.3 PREPARATION FOR OCCUPANCY

In preparing the space for occupancy under the lease, the Lessor and its contractors and subcontractors must comply with all applicable federal, state, and local regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state and local taxes. **Lessor should contact the State of Alaska, Department of Labor, Wage and Hours Administration, 907-269-4900, for information regarding State wage rate requirements.** In the absence of local regulations, State codes shall apply. Minimum requirements established in the Lease shall not be construed as lowering the standard established by local regulations, and when local regulations and codes contain more stringent provisions, they shall govern. The Lessor shall be responsible for obtaining all permits.

### 1.4 SEVERABILITY

If any provision of the contract or agreement, is declared by a court to be illegal, or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

### 1.5 FORCE MAJEURE

The Lessor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Lessor. For the purposes of this Agreement, Force Majeure will mean: war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or

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restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**1.6 FOREIGN CONTRACTING**

By signature on this solicitation, the Lessor certifies that all services provided under this lease by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement will cause the State to cancel the lease.

**END OF SECTION**

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## **2. LEASE PROVISIONS**

### **2.1 HOURS OF OPERATION**

The State reserves the right to establish and maintain its own hours of operation during the life of the lease and any renewals. Generally, State offices are open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday. The State reserves the right to change those hours to accommodate public and special demands.

### **2.2 INGRESS AND EGRESS**

All space including common areas shall be available on a 24 hour day, seven (7) days a week basis.

### **2.3 RIGHT TO USE**

The Lessee shall have the right to use said premises for general and governmental offices, including without limitation, use by various agencies, corporations, departments, instrumentality's, other entities working in partnership with the State, and other offices of the State of Alaska. Lessee shall not use said premises for any other use without the Lessor's consent, which shall not be unreasonably withheld.

### **2.4 LEASE PAYMENTS**

The lease payments shall be payable on the first day of each and every month of the lease term. Payment for any partial month's occupancy shall be pro-rated, based on a thirty -(30) day month.

The State of Alaska has implemented the State of Alaska Payments Program using the Financial EDI (Electronic Data Interchange) process to enable the electronic transfer of payments directly to a Lessor's bank account. The program is designed to transmit payments to Lessors more quickly and effectively, and eliminates the possibility of lost/stolen warrants. The Lessor will be sent an EDI Authorization Agreement and information related to the process.

### **2.5 LEASE IS RECORDABLE**

The Lessor and Lessee agree to provide such signatures and documentation as will be necessary to record the lease as an encumbrance against the real property on which the lease space is situated.

### **2.6 COSTS TO BE BORNE BY THE LESSOR**

Lessor is required to include as part of the lease: all utilities including heating and cooling, ventilation, electricity, sewage, potable water, trash removal from the premises, snow and ice removal from walkways and parking areas, janitorial services, high-speed

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internet access at the same level as provided to lessors employees, and any and all other costs associated with the State's occupancy of the lease space.

## 2.7 COSTS

Unless otherwise provided, all requirements of the lease shall be furnished within the rent price and at no additional cost to the State.

## 2.8 ACCESSIBILITY

The Lessor certifies that the design and construction of the space, and any subsequent alterations of the proposed space, shall meet the specifications of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG, Appendix A to 28 CFR, Part 36) as published in the Federal Register, Vol. 56, No. 144, Friday, July 26, 1991, Rules and Regulations (hereafter referred to as ADA compliance) on the date of occupancy; and throughout the entire occupancy of the Lessee.

The Americans with Disabilities Act of 1990 (42 U.S.C. 12101) defines the State of Alaska as a "public entity" subject to Title II of the ADA. The Lessor must provide space that meets ADA compliance as it applies to a public entity. In providing space that meets the Title II requirements, the Lessor does not have and will not attain the right to direct how, when or where program services are delivered. The Lessor must provide space that meets the same level of ADA compliance that would be required **as if the proposed space were in a newly constructed, State-owned facility** from which all program services are directly delivered to the public.

ADA compliance under Title II is more stringent than the compliance requirements for commercial space. When providing space to the Lessee under ADA compliance requirements, the **Lessor is aware of and will comply with the following additional requirements:**

- (1) Exception (1) to Section 4.1.3 [page 7] of ADAAG is not applicable to facilities proposed for lease to the State of Alaska;
- (2) Exception (i) to Section 4.1.6(l)(k) of ADAAG is not applicable to facilities proposed for lease to the State of Alaska;
- (3) Section 4.1.6(2) of ADAAG is not applicable to facilities proposed for lease to the State of Alaska.

Prior to occupancy by the Lessee, the Lessor must furnish an ADA Facility Audit Affidavit from an architect registered to practice in the State of Alaska. The affidavit must be prepared **after the completion of any new construction or any alteration** of the existing space undertaken to respond to the Request for Proposal. The ADA

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Facility Audit Affidavit must indicate that the proposed space complies with all the requirements of ADAAG **as further defined within the ACCESSIBILITY paragraph.**

The Lessee's inspection and acceptance of the Lessor's space and alterations does not relieve the Lessor of responsibility for ADA compliance. The Lessor further agrees to pay the cost of any corrections that may be needed during the period of the Lessee's occupancy for purposes of correcting deficiencies to meet the above-prescribed ADA compliance.

In the event the Lessor fails to correct deficiencies within a period of thirty (30) days from receipt of written notification, the Lessee will have the right to terminate the lease; or, the Lessee will have the option of correcting deficiencies by hiring competent workers, with the Lessor bearing the cost of all labor and materials. The Lessee will have the right to deduct all of the costs incurred, including administrative costs, from the lease payment. The Lessor further agrees that deficiency corrections performed by the Lessee will not be construed to constitute a breach of this lease.

**2.9 STATE INSTALLED FIXTURES**

All fixtures and equipment installed in the premises by the State, whether permanently affixed thereto or otherwise; shall continue to be the property of the State; and may be removed by the State at any time, provided however, the State shall, at its own expense, repair any injury to the premises resulting from such removal.

**2.10 RESTORATION LIABILITIES**

The State is not liable for restoration of improvements required to meet the lease requirements. Alterations or additions made after occupancy shall be made only with the written approval of the Lessor, however said approval shall not be unreasonably withheld. Consent to proposed alterations or additions being made by qualified contractors or workers skilled in the trade shall be considered as acceptance of the revised building improvements.

**2.11 FIRE PREVENTION**

The Lessor shall maintain the building and space occupied in keeping with good fire prevention practices. The State reserves the right at reasonable times to enter and make fire prevention and fire protection inspections of the building and space occupied. If any fire hazard is detected through inspection of the building and space occupied, the detected fire hazard shall be corrected by the Lessor promptly, and at no expense to the State.

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**2.12 INTERRUPTION OF UTILITIES AND SERVICES**

In the event, that in the reasonable judgment of the State, the lawful enjoyment of the leased space is threatened by the interruption or severance of utilities and services provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor, the State shall have the right to bind such utilities and services as are threatened, in the name of the State. The State shall be free to deduct from the lease payments the costs of such utilities and services, together with all necessary deposits and the State's actual administrative costs necessary to procure the utilities and services.

**2.13 MAINTENANCE AND REPAIR**

The Lessor shall assume sole responsibility for the maintenance of the demised premises. This responsibility encompasses keeping the premises in good repair and tenantable condition. The term "repair" includes repairs of any type including but not limited to exterior and interior, structural and nonstructural, routine or periodic, except as in case of damage arising from the negligence of the Lessee's agents or employees. The Lessor agrees that after reasonable notice in writing by the Lessee to the effect that the repair, maintenance, or service obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the Lessee can then obtain competent workers to correct the deficiencies. The Lessor shall pay all related costs either by direct payment or by the Lessee making the payment to the workers and reducing the rent accordingly.

**2.14 CASUALTY DAMAGE**

The Lessor is responsible for the accomplishment and cost of any building alterations that may be required to correct any casualty damage. If said facilities or any part thereof are rendered untenable, a proportionate part of the rent, according to the extent of such untenability, will be abated and suspended until said premises are again made tenantable and restored to their former condition. If said premises are made tenantable again within thirty (30) calendar days, the Lessee will return to the facility. In the event Lessor fails to correct casualty damage within thirty (30) calendar days then Lessee will have the right to (1) terminate the lease or (2) hire competent workers to correct such damage. Lessee shall have the right to offset the sum it expends in performing such work against the next installment(s) of rent coming due within this lease.

**2.15 COMPLIANCE WITH LAWS**

All building and site improvements shall conform to all applicable federal, state and local laws, ordinances, codes and regulations including occupational health and safety regulations.

The Lessor will be responsible for the accomplishment and cost of any building

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alterations which may be required to correct violations of all applicable federal, state and local laws, codes, ordinances and regulations.

**2.16 HOLDING OVER**

Any holding over after the expiration date of the lease shall be construed to be a tenancy from month-to-month at the same monthly lease rate and on the terms and conditions specified by the lease.

**2.17 LESSOR'S EMPLOYEES**

The State may request fingerprints or conduct investigations of the Lessor's employees or employees of contractors and subcontractors performing work within the space occupied by the State. Should such request be denied or unfulfilled within thirty (30) days, the State has the right to terminate the lease or prohibit access of leased space to Lessors, Employees and/or Contractors or Subcontractors. Should this refusal of access limit routine maintenance or janitorial services to the State, the State has the right to employ such services independent of the Lessor and to deduct the cost of services from lease payments.

**2.18 HOLD HARMLESS**

The Lessor shall indemnify, hold harmless and defend the State from and against any claim of, or liability for error, omission or negligent act of the Lessor under this agreement. The Lessor shall not be required to indemnify the State for a claim of, or liability for, the independent negligence of the leasing or the occupying agency. If there is a claim of, or liability for, the joint negligent error or omission of the Lessor and the independent negligence of the leasing or the occupying agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Lessor" and "the State", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the leasing or the occupying agency's selection, administration, monitoring or controlling of the Lessor and in approving or accepting the Lessor's work.

**2.19 INSURANCE**

Without limiting Lessor's indemnification, Lessor shall purchase insurance at its own expense and maintain it in force at all times during the performance of services under this lease the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Lessor's policy contains higher limits, the State will be entitled to coverage to the extent of such higher limits.

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- (1) Proof of insurance is required for worker's compensation insurance. The Lessor shall provide and maintain, for all employees of the Lessor engaged in work under this lease, Worker's Compensation Insurance as required by AS 23.30.045. The Lessor will be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this lease. This coverage must include a waiver of subrogation against the State of Alaska.
- (2) Proof of insurance is required for commercial general liability insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable. The State of Alaska shall be named as additional insured.
- (3) Proof of insurance is required for commercial automobile liability insurance for any vehicle used by the Lessor or any subcontractor who directly or indirectly provides services under this lease with coverage limits not less than \$500,000 combined single limit per occurrence.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

**2.20 CONSTRUCTION (Remodels)**

Remodels After Occupancy: Lessor's shall use the following requirements and guidelines in procuring construction services that are directly related to the State's occupancy, unless otherwise authorized by the State of Alaska. During the entire term of the State's occupancy, the State reserves the right to procure construction services that are directly related to the State's occupancy, or allow the Lessor to provide construction services using the following requirements and guidelines.

- (a) All contractors and subcontractors must have a valid Alaska business license at the time of selection.
- (b) Lessor shall employ reasonable competitive bidding principles and procedures in all selections for construction with a total expected value in excess of two thousand dollars (\$2,000).
- (c) Lessor shall document, and provide to the State of Alaska, a complete schedule identifying bids received.
- (d) Lessor must ensure compliance with all applicable state and federal laws; rules and regulations, including those concerning workers' compensation, social security, unemployment insurance, hours of labor, wages (including

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filing certified payrolls with the Department of Labor and other related requirements pursuant to the Little Davis-Bacon Act, AS 36.05, when applicable) working conditions and other employer/employee-relations. A Special Notice to Lessors related to changes in the Little Davis –Bacon Act effective July 1, 2003 is included in Section 10 of this solicitation.

- (e) Lessor must insure compliance with the INSURANCE and HOLD HARMLESS paragraphs herein.

**2.21 JANITORIAL SERVICES**

Unless otherwise indicated, the Lessor shall be responsible for janitorial/maintenance services as outline below for the entire space. These services shall be performed after office hours unless otherwise specified or as convenient as possible to the occupying agency(s). The premises generally are occupied Monday through Friday, except State holidays. In the event that various areas are occupied at times other than specified herein, the janitorial services shall be performed at other times as convenient.

**DAILY SERVICES:**

- Empty wastebaskets.
- Collect all designated waste paper and trash and dispose of it away from the premises.
- Pick up and deposit all recyclable papers into a Lessee designated container, if provided.
- Provide operable vacuum cleaner for lessee's use.
- Mop or scrub toilet room floors, wash all plumbing fixtures with warm water, disinfectant and soap. Disinfect urinals and water closets. Damp wipe all dispensers, tiled portion of toilet room walls and stall partitions with disinfectant.
- Provide and maintain adequate supplies of toilet paper, seat covers, deodorizers, feminine hygiene products, towels and soap in toilet rooms. These supplies are to be of standard or better quality and are to be furnished by the Lessor. Lessor shall also provide a closed disposal container for waste sanitary napkins.
- Clean any drinking fountains.
- Police sidewalks, building perimeter and parking areas by collecting and removing all trash and other discarded materials, including cigarette butts.
- At the end of each workday, the supervisor shall inspect the entire building to ensure that all work is complete and all necessary doors are locked.

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EVERY SIX-MONTHS SERVICES:

- Shampoo carpets and rugs; an SOA employee must be present.
- Wash windows and glass wind deflectors inside and out leaving no streaks. Wipe water spots from sills and frames. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture. Wash windows at equal intervals of time, weather and conditions permitting; an SOA employee must be present.
- Wash all wastebaskets.
- Wash walls in public halls and stairwells where wall covering permits.
- Wash pipes and rails in stairwells.
- Clean and wax all paneling.

AS REQUIRED SERVICES:

- Replace burned out lamps to be furnished by the Lessor.
- Remove snow and ice from sidewalks, entrances, building roof overhangs, outside storage areas and parking areas as applicable to an extent that will render the areas safe to pedestrian traffic and automobile operation.
- Furnish, clean and maintain rugs or entrance mats at each building entrance of sufficient size to preclude tracking.
- Remove spots and stains from carpets, rugs and tile. Remove all foreign matter (gum, smudges, etc.) from floors, handrails, and furniture.
- Remove wax from all floors and apply good skid resistant wax of a type recommended by floor manufacturers. When wax is dry, machine buff to smooth sheen.

RECYCLED PAPER: Lessor notified that paper products furnished in the course of providing this service shall meet the following minimum recycled "Post Consumer Material" content requirements shown below.

If the Lessor furnishes products that do not meet this minimum standard, it will be grounds for the State to declare the Lessor in default and to cancel the contract.

| MINIMUM PRODUCT PERCENTAGE CONTENT |     |
|------------------------------------|-----|
| Bathroom Tissue                    | 20% |
| Paper Towels                       | 40% |
| Paper Napkins                      | 30% |

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|                                  |     |
|----------------------------------|-----|
| Facial Tissue                    | 10% |
| General Purpose Industrial Wipes | 40% |

**\*\*Post Consumer Materials\*\***

A material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post consumer materials are part of the broader category of recovered materials.

Post consumer material means the following materials:

- Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes, old newspapers, old magazines, mixed waste paper, tabulating cards, and used cordage.
- All paper, paperboard and fibrous wastes that enter and are collected from municipal solid waste sites.
- Post consumer material does not include fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

**2.22 COMPLIANCE**

The Lessor agrees that after reasonable notice by the Lessee to the effect that the janitorial/maintenance obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the Lessee may then obtain competent workers to correct the necessary items all of which will be paid for by the Lessor either by direct payment, or by the Lessee making the payment to the workers and reducing the rent accordingly.

**END OF SECTION**

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### **3. BUILDING REQUIREMENTS**

#### **3.1 TYPE OF BUILDING**

The space proposed shall be in a building of sound and substantial construction. The building and the area in which it is located shall be clean and free from objectionable odors, vermin, rodents, or other conditions which, in the opinion of the State, will be detrimental to agency operation. The State's opinion shall be binding.

#### **3.2 USABLE AREA**

The usable area of leased space shall be computed by measuring to the finished surface of the office side of corridors and other permanent walls; to the center of partitions that separate the office from adjoining usable areas; and to the inside finished surface of the dominant portion of the permanent outer building walls. No deductions shall be made for columns or projections necessary to the building.

The State shall have full access to and use of all common areas of the building including, but not limited to elevators, lobbies, stairwells and restrooms.

#### **3.3 WINDOW COVERING**

All outside windows that provide visibility into the lease space from any areas outside of the lease space or outside of the building, including common area corridors or other building occupants' lease space or operating areas, shall be equipped with State approved drapes, blinds, shades or other material ready for use with all necessary hardware. Operation of window coverings and hardware shall be accessible to the tenant. Window coverings shall reduce glare and have an openness factor no greater than 5%. Window covering shall be of good quality and appearance matching the decor of the space and shall adequately reduce incoming heat and light to a comfortable level."

#### **3.4 FLOOR COVERING**

Lessor exclusive use office floors shall be covered with carpet. Carpet shall be commercial loop rated for heavy traffic. Carpet shall be new or used and shall have built-in static control (less than 3.5 KV) and shall be non-allergenic. Carpet shall be constructed of 100% branded type 6 nylon with a minimum face weight of 28 ounces and a minimum density of 6,000. Provide a minimum 10 gauge, multilevel patterned loop in high traffic areas. Carpet if used, shall be free of holes, defects, stains and excessive wear. Acceptance of used carpet shall be at the State's discretion.

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**3.5 FLOOR LOAD**

All floors shall be capable of supporting loads in conformance with current building codes for specific occupancy and intended use. Those prescribed loads are generally fifty (50) lbs. per square foot live load and twenty (20) lbs. per square foot dead load. Floors used for purposes other than general office space such as: storage, high density files, or other non-office occupancy shall be analyzed by an Alaska registered engineer and space shall be occupied only after the engineer certifies in writing that the existing floor system can support the proposed layout with actual weights.

**3.6 ACOUSTICAL REQUIREMENTS**

Offices and similar space shall be furnished with acoustic ceiling tiles, panels or other sound absorption material. Acoustical control must be sufficient to permit conferences, waiting room noise, and office work to progress simultaneously. It is the Lessor's responsibility to furnish the proper combination of sound absorptive material on ceilings, walls, and floors to achieve the specified preferred noise criteria level.

Background noise due to building equipment operation shall be limited to a maximum Preferred Noise Criteria (PNC) level of 40 in public areas and 35 in office areas.

The Reverberation Time (RT) in public areas and open office areas shall not exceed 1.2 seconds between 500-2000 Hz.

The following minimum Sound Transmission Class (STC) ratings for partitions, floors and ceilings apply unless they are specifically modified elsewhere in this document.

- Private offices and other rooms                      STC 42
- Conference rooms                                              STC 50

When floor to suspended ceiling partitions are provided, sound deadening material must be installed directly above the suspended ceiling. The sound deadening material is required to reduce the transmission of noise through the space above the paneled area to adjoining spaces or, through the ducting, to other locations in the building.

**3.7 PARTITIONS**

Unless otherwise specified, all partitions shall be floor to ceiling, flush type and shall be drywall construction with a smooth finish. The finish shall be paint, or other State approved material.

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**3.8 PAINTING**

All exposed surfaces shall be finished to acceptable standards. Colors shall be selected by the Lessee. Lessor shall provide the Lessee a minimum of three (3) color choices.

**3.9 DOOR HARDWARE**

All doors shall be equipped complete with all necessary hardware. All doors that open into public corridors or space shall be furnished with deadbolts that are internally connected to the latch. Such doors shall be operable with a "one step process." All door hardware shall be ADA compliant. Except as noted, locks on all entry doors, private office doors and other secure space doors shall be master keyed.

Two copies of the master key are required.

Individual office keys and keys for all common entrances shall be supplied for two (2) employees upon initial occupancy.

**3.10 SIGNS**

The Lessor shall provide and erect/affix adequate signage to identify the Lessee's presence and to easily direct the public to the Lessee's space. In addition, signage shall meet all locally adopted regulations and codes including ADA requirements. Signs shall be provided and erected at no cost to the Lessee, as follows:

- In all building entrances, public or common lobbies, hallways, and elevator lobbies.
- On all doors or walls at entrances to the State's leased spaces.

The State reserves the right to affix additional door or wall signs, at the State's cost, within its leased space to further identify room names and/or numbers. The size and character of the signs shall be in common with the building standard but in all cases must be clearly legible from ten (10) feet.

**3.11 DRINKING WATER**

Drinking water shall be provided by public drinking fountains at a central location on each floor. Bottled water in dispensers may be substituted for permanently installed systems provided that the Lessor also provides disposable cups and has a system to insure water is available at all times. Lessor must meet all ADA and building code requirements relating to drinking fountains and access to drinking water.

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**3.12 ELECTRICAL REQUIREMENTS**

As-Is

**3.13 VOICE AND DATA REQUIREMENTS**

As-is.

**3.14 HEATING AND COOLING**

A system shall be provided to maintain a uniform temperature between 68 degrees and 72 degrees unless otherwise noted in the CONFIGURATION paragraph. The temperature shall be maintained in the comfort zone, the area two (2) feet above the floor to a height of five (5) feet above the floor.

If the temperature is not maintained within the 68 degree to 72 degree range for a period of more than one (1) working day, the Lessor shall upon receipt of a written complaint from the State, provide suitable temporary/auxiliary heating or cooling equipment to maintain the temperature in the specified range.

If such temporary auxiliary equipment is necessary to meet normal weather conditions for more than twenty-one (21) consecutive working days, the Lessor will, not later than the twenty-first (21<sup>st</sup>) working day, initiate a continuing and diligently applied effort to rectify the deficiency.

If after forty-two (42) consecutive working days the temporary auxiliary equipment is still necessary to meet normal weather conditions, the State shall be free to hold the Lessor in default in accordance with the provisions of the lease, and seek other space.

"Working days" for the purposes of this section is defined as days normally scheduled by the State as open for the conduct of State business.

If entry to an occupied space is directly from the building exterior, a large heated vestibule shall be provided. The vestibule shall be configured to prevent direct blasts of cold air from reaching occupants.

**3.15 VENTILATION**

All occupied areas of the building shall be provided with at least the minimum amount of outside (ventilation) air prescribed by ASHRAE Standard 62-99: "Ventilation for Acceptable Indoor Air Quality". This ventilation air shall be introduced by mechanical means. Provide a minimum of six air changes per hour in occupied spaces. Exhaust air systems serving toilet rooms and janitor's closets shall be sized to provide a minimum of ten (10) air changes per hour.

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Documentation from a licensed mechanical engineer or HVAC installer certifying that minimum standards are met may be required before occupancy.

**OR**

All occupied areas of the building may be provided ventilation by windows, which open. All window openings used for ventilation shall be equipped with screens. Adequate ventilation shall be provided in accordance with current building code requirements.

**3.16 PARKING**

Off-Street Parking For The Exclusive Use Of The State: Off-street parking, located within 750 feet of the main entrance to the proposed office location, shall be provided at no additional cost to the State and for the exclusive use of the State, for three (3) client and/or State or employee vehicles. This requirement is in addition to any parking required to meet ADA compliance, unless the ADA designated parking is for the exclusive use of the State.

- One (1) signed: **"State of Alaska - Employee Parking Only"**
- Two (2) signed: **"State of Alaska - Client parking only, 2 Hour Limit."**

Additional Parking: The location proposed shall normally accommodate two (2) additional parking spaces, located within 1,320 feet of main entrance to the office location. Additional parking may be on or off-street, regulated or non-regulated. Cost of this additional parking shall not become a part of the lease cost.

If any parking space is leased from a third party, the Lessor shall provide, with his/her offer, a firm contract for the parking with terms corresponding to the terms of this lease.

All parking shall be of sufficient size to allow proper and easy parking of the required number of vehicles and shall have a hard and well-drained surface.

**END OF SECTION**

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Initial  Initial 

Exhibit A Lease 2624.doc  
Page 20 of 22



#### 4. SPECIAL NOTICE TO LESSOR

##### NEW "LITTLE DAVIS BACON ACT" CHANGES FILING PROCESS AND ASSESSES SPECIAL FEES ON PUBLIC WORKS CONSTRUCTION PROJECTS

The news release concerning these changes is at:  
<http://labor.state.ak.us/news/2003/news03-23.htm>

Governor Murkowski signed CSHB 155 into law on June 16, 2003. This new law allows contractors working on certain public construction projects to file bi-weekly versus weekly-certified payrolls to the Alaska Department of Labor and Workforce Development (DOLWD), and it levies filing fees.

- **What does this change accomplish?**

**State Funded Projects** - Instead of submitting certified payrolls weekly, prime Contractors working on State funded public construction projects are now allowed to file certified payrolls every other week - bi-weekly payroll reports on State funded project shall not contain Social Security Numbers. In conjunction with this statutory change, the DOLWD is revising the certified payroll form. The revised certified payroll form is available at:

<http://www.labor.state.ak.us/lss/lssforms.htm>

**Federally Funded Projects** - Federal weekly payroll filing requirements under 29 CFR 5.5 (a) (3) are not changed by this new law. But, the assessment of a one percent fee based on the estimated value of work performed and of the value of each subcontractor's price now applies (see below).

And, Federal Statue and form 25D-55 still require Social Security Numbers for the certified weekly payroll reports submitted on Federally funded projects.

- **Are there special forms to file and fees to pay?**

The prime Contractor working on any public construction project of \$2,000 or more must file a "Notice of Work" and a "Notice of Completion" form with the DOLWD.

A one percent filing fee will be assessed on contracts greater than \$25,000. The fee will be based on the estimated value of work to be performed by the prime

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Initial  Initial 

LEASE 2624  
EXHIBIT A

---

contractor, and one percent of the value of each subcontractor's price. The maximum fee is \$5,000.00.

Amounts paid to owner/operators who do not use employees are exempt from the filing fee.

The Contractor must provide to the Contracting Agency a copy of the "Notice of Work" form that has been date stamped as received by the DOL along with confirmation of fee payment before work on the project may commence.

And, the Contractor must file a "Notice of Completion" with the DOLWD when work is completed. The Contracting Agency will not perform the "close-out for final project completion" until notice from the DOLWD that they have processed the Contractors "Notice of Completion" form. The "Notice of Work" and "Notice of Completion" forms are available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

- **What about emergency work and projects bid opened before July 1, 2003?**

There are special provisions for filing the "Notice of Work" and the payment of fees for an emergency response project. Contractors have 14 days after starting work in which to file the "Notice of Work" and pay the fees on an emergency response project.

A prime Contractor under a contract that had a final bid date before July 1, 2003 will not be required to pay a filing fee, regardless of when the work starts.

- **How can I find out more about this new law?**

Contact the Dept. of Labor Workforce and Development, Wage and Hour Administration at:

|           |              |
|-----------|--------------|
| Juneau    | 907.465.4842 |
| Anchorage | 907.269.4900 |
| Fairbanks | 907.451.2886 |

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Initial



Initial







**STATE OF ALASKA  
STANDARD LEASE FORM  
LEASE 2624**

THIS LEASE, entered into this 1st day of July 2009, and to be recorded in the **Bethel Recording District**, by and between:

**THE CITY OF BETHEL  
PO BOX 388  
BETHEL, ALASKA 99559**

hereinafter called the Lessor, and

**STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION – 02  
550 WEST 7<sup>TH</sup> AVENUE, SUITE 1970  
ANCHORAGE, ALASKA 99501-3558**

hereinafter called the Lessee.

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1970  
Anchorage, AK 99501-3558

LEASE No. 2624

Amendment No. 1

PAGE 1 OF 3

2624 A01 Parking.doc

Initial

*Rmf*

Initial

*Rmf*

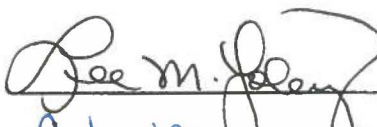
on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

**THIS AMENDMENT SHALL:**

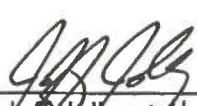
1. Recognize that the exclusive use parking is deleted from the lease.
2. Recognize that the Lessor shall provide the State of Alaska one (1) unsigned parking space in the City's employee parking lot, and two (2) unsigned parking spaces in the City's visitor parking lot.

All other terms and conditions of the lease remain the same.

**Lessor: THE CITY OF BETHEL**

By:   
Its: City Manager  
Date: 6/24/2009

**Lessee: STATE OF ALASKA**

By:   
Jeff Jolly T.A.H. &  
Contracting Officer  
Date: 6/25/2009

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

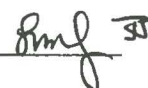
State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1970  
Anchorage, AK 99501-3558

LEASE No. 2624

Amendment No. 1

PAGE 2 OF 3

2624 A01 Parking.doc

Initial  Initial 



**ACKNOWLEDGMENT OF LESSOR: CITY OF BETHEL**  
**STATE OF ALASKA**  
**CITY OF BETHEL**

This is to certify that on this 24 day of June, 2009 before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared Lee Foley to me known and known by me to be the person(s) described in and who executed the instruments set forth above and severally stated to me under oath that (he, she) is Lee Foley and that (he, she) has been authorized by City of Bethel to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of Same.

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

Lori Strickler  
Notary Public for Alaska

My Commission Expires: Aug, 12, 2012

Residing at: City of Bethel, AK

LORI STRICKLER  
Notary Public, State of Alaska  
Commission # 111056  
My Commission Expires  
August 12, 2012

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA**  
**STATE OF ALASKA**  
**CITY OF ANCHORAGE**

This is to certify that on this 25 day of June, 2009 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Jeff Jolly, Contracting Officer to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of General Services of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

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

Wendy M. Gillespie  
Notary Public for Alaska

My Commission Expires with office

Residing at: Anchorage, Alaska

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

Division Of General Services

Leasing Section

550 West 7<sup>th</sup> Avenue, Suite 1970

Anchorage, AK 99501-3558

LEASE No. 2624

Amendment No. 1

PAGE 3 OF 3

2624 A01 Parking.doc

Initial mf

Initial mf







**STATE OF ALASKA**  
**AMENDMENT TO LEASE**  
**LEASE NUMBER 2624**

This agreement, to be known as **Amendment Number Two (2)** to the existing lease, entered into on the 1st day of July, 2009, and **first recorded at the Bethel Recording District as Serial Number 2009-000914-0**, by and between:

**THE CITY OF BETHEL**  
**P.O. BOX 388**  
**BETHEL, ALASKA 99559**

hereinafter called the Lessor, and

**STATE OF ALASKA**  
**DEPARTMENT OF ADMINISTRATION - 02**  
**550 WEST 7<sup>TH</sup> AVENUE, SUITE 1970**  
**ANCHORAGE, ALASKA 99501-3558**

hereinafter called the Lessee.

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1970  
Anchorage, AK 99501-3558

LEASE NO. 2624

Amendment No. 2

Page 1 of 3

2624 A02.doc

Initial CRB

U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

**THIS AMENDMENT SHALL**

1. Recognize that the Lessors mailing address is changed to the following:

**THE CITY OF BETHEL  
P.O. BOX 1388  
BETHEL, ALASKA 99559**

All other terms and conditions of the lease remain the same.

**Lessee: STATE OF ALASKA**

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

Chris J. Brooks

Contracting Officer (b)2

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

7/8/10

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

Division Of General Services

Leasing Section

550 West 7<sup>th</sup> Avenue, Suite 1970

Anchorage, AK 99501-3558

LEASE NO. 2624

Amendment No. 2

Page 2 of 3

2624 A02.doc

Initial \_\_\_\_\_

crj



2 of 3

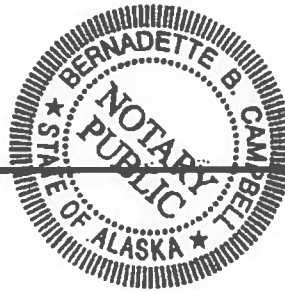
2010-000725-0

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA  
STATE OF ALASKA  
CITY OF ANCHORAGE**

This is to certify that on this 8<sup>th</sup> day of July, 2010 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared **Chris J. Brooks, Contracting Officer**, to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of General Services of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

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

  
Bernadette B. Campbell  
Notary Public for Alaska  
My Commission Expires with Office  
Residing at: Anchorage, Alaska



OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1970  
Anchorage, AK 99501-3558

LEASE NO. 2624

Amendment No. 2

Page 3 of 3

2624 A02.doc

Initial CRB



3 of 3

2010-000725-0





**STATE OF ALASKA  
AMENDMENT TO LEASE  
LEASE NUMBER 2624**

This agreement, to be known as **Amendment Number Three (3)** to the existing lease, entered into on the 1st day of July, 2009, and **first recorded at the Bethel Recording District as Serial Number 2009-000914-0**, by and between:

**THE CITY OF BETHEL  
P.O. BOX 1388  
BETHEL, ALASKA 99559**

hereinafter called the Lessor, and

**STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION - 02  
550 WEST 7<sup>TH</sup> AVENUE, SUITE 1970  
ANCHORAGE, ALASKA 99501-3558**

hereinafter called the Lessee.

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1970  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **3**

Page 1 of 3

2624 A03 Renewal.doc

Initial MM



U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

**THIS AMENDMENT SHALL**

1. Renew this lease for the period of one (1) year utilizing renewal option one (1) of five (5) beginning July 1, 2014 through June 30, 2015 in accordance with the provisions of Paragraph 3.f. of the Lease Agreement.

All other terms and conditions of the lease remain the same.

**Lessee: STATE OF ALASKA**

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

  
Matt Moya  
Contracting Officer

Date: 6-4-2014

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1970  
Anchorage, AK 99501-3558

LEASE NO. 2624

Amendment No. 3

Page 2 of 3

2624 A03 Renewal.doc

Initial 

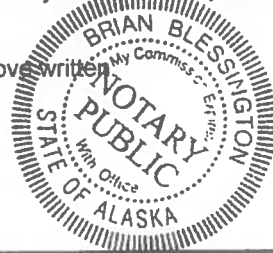
**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA**  
**STATE OF ALASKA**  
**CITY OF ANCHORAGE**

This is to certify that on this 4th day of June, 2014 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Matt Moya, **Contracting Officer**, to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of General Services of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

**WITNESS** my hand and official seal the day and year this certificate first above written



Brian Blessington  
Notary Public for Alaska  
My Commission Expires with Office  
Residing at: Anchorage, Alaska



OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1970  
Anchorage, AK 99501-3558

LEASE NO. 2624

Amendment No. 3

Page 3 of 3

2624 A03 Renewal.doc

Initial MM





**STATE OF ALASKA**  
**AMENDMENT TO LEASE**  
**LEASE NUMBER 2624**

This agreement, to be known as **Amendment Number Four (4)** to the existing lease, entered into on the 1st day of July, 2009, and **first recorded at the Bethel Recording District as Serial Number 2009-000914-0**, by and between:

**THE CITY OF BETHEL**  
**P.O. BOX 1388**  
**BETHEL, ALASKA 99559**

hereinafter called the Lessor, and

**STATE OF ALASKA**  
**DEPARTMENT OF ADMINISTRATION - 02**  
**550 WEST 7<sup>TH</sup> AVENUE, SUITE 1970**  
**ANCHORAGE, ALASKA 99501-3558**

hereinafter called the Lessee.

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **4**

Page 1 of 3

2624 A04 Renewal.doc

Initial MW

U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

**THIS AMENDMENT SHALL**

1. Renew this lease for the period of one (1) year utilizing renewal option two (2) of five (5) beginning July 1, 2015 through June 30, 2016 in accordance with the provisions of Paragraph 3.f. of the Lease Agreement.
2. Recognize the Lessee address is changed to read: 550 WEST 7<sup>TH</sup> AVENUE, SUITE 1960. The remainder of the address is unchanged.

All other terms and conditions of the lease remain the same.

**Lessee: STATE OF ALASKA**

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

Matt Moya,  
Contracting Officer

Date: 3-3-2015

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. 2624

Amendment No. 4

Page 2 of 3

2624 A04 Renewal.doc

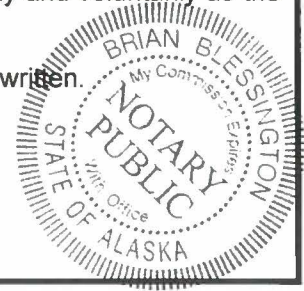
Initial mm

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA**  
**STATE OF ALASKA**  
**CITY OF ANCHORAGE**

This is to certify that on this 3rd day of March, 2015 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared **Matt Moya**, **Contracting Officer**, to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of General Services of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

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

  
\_\_\_\_\_  
Brian Blessington  
Notary Public for Alaska  
My Commission Expires with Office  
Residing at: Anchorage, Alaska



OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **4**

Page 3 of 3

2624 A04 Renewal.doc

Initial



Potential Term End June 30, 2019 if all  
amendments are accepted.







**STATE OF ALASKA**  
**AMENDMENT TO LEASE**  
**LEASE NUMBER 2624**

This agreement, to be known as **Amendment Number Five (5)** to the existing lease, entered into on the 1st day of July, 2009, and first recorded at the **Bethel Recording District as Serial Number 2009-000914-0**, by and between:

**THE CITY OF BETHEL**  
**P.O. BOX 1388**  
**BETHEL, ALASKA 99559**

hereinafter called the Lessor, and

**STATE OF ALASKA**  
**DEPARTMENT OF ADMINISTRATION - 02**  
**550 WEST 7<sup>TH</sup> AVENUE, SUITE 1960**  
**ANCHORAGE, ALASKA 99501-3558**

hereinafter called the Lessee.

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **5**

Page 1 of 3

2624 A05 Renewal

Initial

A handwritten signature, possibly "P", written over a horizontal line.

U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

**THIS AMENDMENT SHALL**

1. Renew this lease for the period of one (1) year utilizing renewal option three (3) of five (5) beginning July 1, 2016 through June 30, 2017 in accordance with the provisions of Paragraph 3.f. of the Lease Agreement.

All other terms and conditions of the lease remain the same.

**Lessee: STATE OF ALASKA**

By:   
Ken Stewart  
Contracting Officer IV

Date: 6-10-16

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

Division Of General Services

Leasing Section

550 West 7<sup>th</sup> Avenue, Suite 1960

Anchorage, AK 99501-3558

Initial 

LEASE NO. **2624**

Amendment No. **5**

Page 2 of 3

2624 A05 Renewal

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA**  
**STATE OF ALASKA**  
**CITY OF ANCHORAGE**

This is to certify that on this 10th day of June, 2016 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Ken Stewart, Contracting Officer IV, to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of General Services of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

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

  
\_\_\_\_\_  
Brian Blessington

Notary Public for Alaska  
My Commission Expires with Office  
Residing at: Anchorage, Alaska



OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **5**

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2624 A05 Renewal

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**2017-000422-0**

Recording Dist: 402 - Bethel

6/13/2017 12:15 PM Pages: 1 of 3



**STATE OF ALASKA  
AMENDMENT TO LEASE  
LEASE NUMBER 2624**

This agreement, to be known as **Amendment Number Six (6)** to the existing lease, entered into on the 1st day of July, 2009, and **first recorded at the Bethel Recording District as Serial Number 2009-000914-0**, by and between:

**THE CITY OF BETHEL  
P.O. BOX 1388  
BETHEL, ALASKA 99559**

hereinafter called the Lessor, and

**STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION - 02  
550 WEST 7<sup>TH</sup> AVENUE, SUITE 1960  
ANCHORAGE, ALASKA 99501-3558**

hereinafter called the Lessee.

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **6**

Page 1 of 3

2624 A06 Renewal.doc

Initial



U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

**THIS AMENDMENT SHALL**

1. Renew this lease for the period of one (1) year utilizing renewal option four (4) of five (5) beginning July 1, 2017 through June 30, 2018 in accordance with the provisions of Paragraph 3.f. of the Lease Agreement.
2. Recognize that pursuant to Lessor's request, the Lessor's address shall be changed as follows:

**CITY OF BETHEL  
P.O. BOX 1388  
BETHEL, ALASKA 99559  
ATTN: CITY MANAGER'S OFFICE**

Correspondence to:

**CITY OF BETHEL  
P.O. BOX 1388  
BETHEL, ALASKA 99559  
ATTN: LEGAL DEPARTMENT**

All other terms and conditions of the lease remain the same.

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **6**

Page 2 of 3

2624 A06 Renewal.doc

Initial



2 of 3

2017-000422-0

Lessee: STATE OF ALASKA

By: [Signature]  
Ken Stewart  
Contracting Officer IV

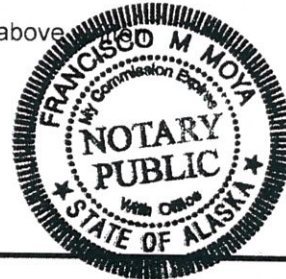
Date: 6-13-17

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA**  
**STATE OF ALASKA**  
**MUNICIPALITY OF ANCHORAGE**

This is to certify that on this 13<sup>th</sup> day of June, 2017 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Ken Stewart, Contracting Officer IV, to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of General Services of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

**WITNESS** my hand and official seal the day and year this certificate first above.

[Signature]  
Francisco M. Moya  
Notary Public for Alaska  
My Commission Expires with Office  
Residing at: Anchorage, Alaska



OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration  
Division Of General Services  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

Initial [Signature]

LEASE NO. 2624

Amendment No. 6

Page 3 of 3

2624 A06 Renewal.doc





**STATE OF ALASKA  
AMENDMENT TO LEASE  
LEASE NUMBER 2624**

This agreement, to be known as **Amendment Number Seven (7)** to the existing lease, entered into on the 1st day of July, 2009, and **first recorded at the Bethel Recording District as Serial Number 2009-000914-0**, by and between:

**CITY OF BETHEL  
P.O. BOX 1388  
BETHEL, ALASKA 99559  
ATTN: CITY MANAGER'S OFFICE**

Correspondence to:

**CITY OF BETHEL  
P.O. BOX 1388  
BETHEL, ALASKA 99559  
ATTN: LEGAL DEPARTMENT**

Hereinafter called the Lessor, and

**STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION - 02  
550 WEST 7<sup>TH</sup> AVENUE, SUITE 1960  
ANCHORAGE, ALASKA 99501-3558**

Hereinafter called the Lessee.

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration  
Shared Services of Alaska  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **7**

Page 1 of 3

Initial *JB*

2624 A07 Renewal.doc



The Lessor hereby leases to the State of Alaska the following described premises:

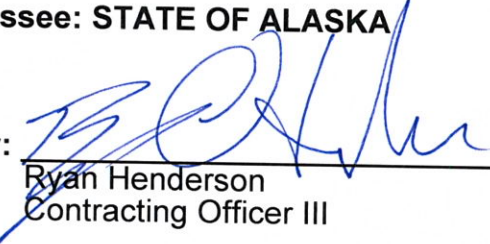
Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

#### THIS AMENDMENT SHALL

1. Renew this lease for the period of one (1) year utilizing renewal option five (5) of five (5) beginning July 1, 2018 through June 30, 2019 in accordance with the provisions of Paragraph 3.f. of the Lease Agreement.

All other terms and conditions of the lease remain the same.

**Lessee: STATE OF ALASKA**

By: 

Ryan Henderson  
Contracting Officer III

Date: 4/24/18

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

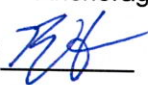
State of Alaska - Department of Administration  
Shared Services of Alaska  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **7**

Page 2 of 3

2624 A07 Renewal.doc

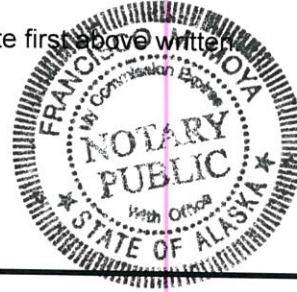
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**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA**  
**STATE OF ALASKA**  
**MUNICIPALITY OF ANCHORAGE**

This is to certify that on this 24<sup>th</sup> day of April, 2018 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared **Ryan Henderson, Contracting Officer III**, to me known and known by me to be the person described in the executed instruments set forth above as an agent of the **Shared Services of Alaska** of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

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

Francisco M. Moya  
Notary Public for Alaska  
My Commission Expires with Office  
Residing at: Anchorage, Alaska



OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration  
Shared Services of Alaska  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

LEASE NO. **2624**

Amendment No. **7**

Page 3 of 3

2624 A07 Renewal.doc

Initial RM







**STATE OF ALASKA  
AMENDMENT TO LEASE  
LEASE NUMBER 2624**

This agreement, to be known as **Amendment Number Ten (10)** to the existing lease, entered into on the 1st day of July, 2009, and first recorded at the **Bethel Recording District as Serial Number 2009-000914-0**, by and between:

**CITY OF BETHEL  
P.O. BOX 1388  
BETHEL, ALASKA 99559  
ATTN: CITY MANAGER'S OFFICE**

Correspondence to:

**CITY OF BETHEL  
P.O. BOX 1388  
BETHEL, ALASKA 99559  
ATTN: LEGAL DEPARTMENT**

Hereinafter called the Lessor, and

**STATE OF ALASKA  
DEPARTMENT OF ADMINISTRATION - 02  
550 WEST 7<sup>TH</sup> AVENUE, SUITE 1960  
ANCHORAGE, ALASKA 99501-3558**

Hereinafter called the Lessee.

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration  
Shared Services of Alaska  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

Initial

*WC* Initial *RE*

LEASE NO. **2624**

Amendment No. **10**

Page 1 of 4

2624 A10 Extension

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 256 square feet of net usable office space located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska. LEGAL: The [City Hall] ... [is] situated on a parcel of land within U.S. Survey No. 870 adjacent to the Townsite of Bethel, Alaska, commencing at Corner No. 3 of U.S. Survey No. 870, identical with corner No. 1 of U.S. Survey No. 4000; thence South 24°32'08" East, along the line between said U.S. Surveys Nos. 870 and 4000, 492.64 feet; thence North 65°27'52" East, 314.60 feet to the True Point of Beginning of the herein described parcel, thence North 21°31'37" East, 115.01 feet; thence South 68°28'23" East, 80.00 feet, thence North 21°31'37" East, 115.00 feet; thence South 68°28'23" East, 252.65 feet to a point on the northwesterly Right-of-Way Line of the State Highway; thence South 20°33'46" West, along said Right-of-Way Line, 109.83 feet to the P.C. of a curve to the right (Radius = 523.20 feet, Delta = 31°36'33"); thence around said curve 288.64 feet to a point on said curve; thence North 37°45'54" West, 304.14 feet to the True Point of Beginning and containing 2.135 acres, more or less.

#### THIS AMENDMENT SHALL

1. Recognize that Amendment No. 9 is deleted in its entirety.
2. Extend this lease of approximately 256 square feet of net usable office space for the Department of Administration, Division of Motor Vehicles (DMV) for a period of three (3) year beginning July 1, 2019 and ending June 30, 2022.
3. Recognize that effective July 1, 2019, all CPI adjustment language shall be deleted from the lease and recognize that the **Current Monthly Lease Rate(s) for the space outlined in Item No. 2 above, shall be as follows:**
  - a. For the period July 1, 2019 through June 30, 2020; **the monthly lease rate shall be \$1,001.00;**
  - b. For the period July 1, 2020 through June 30, 2021; **the monthly lease rate shall be \$1,005.00;**

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration

Shared Services of Alaska

Leasing Section

550 West 7<sup>th</sup> Avenue, Suite 1960

Anchorage, AK 99501-3558

Initial WLN Initial RE

LEASE NO. 2624

Amendment No. 10

Page 2 of 4

2624 A10 Extension



c. For the period July 1, 2021 through June 30, 2022; the monthly lease rate shall be \$1,010.00.

4. Recognize that any under or overpayment of rent resulting from this lease amendment, shall be adjusted in a future month's rent payment.

All other terms and conditions of the lease remain the same.

**Lessor: CITY OF BETHEL**

By: W. L. Phillips Date: 7/2/2019

Title: Acting City Manager

**Lessee: STATE OF ALASKA**

By: Rashaad E. Date: 7/16/2019  
Rashaad Esters  
Contracting Officer II

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration  
Shared Services of Alaska  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

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LEASE NO. 2624

Amendment No. 10

Page 3 of 4

2624 A10 Extension

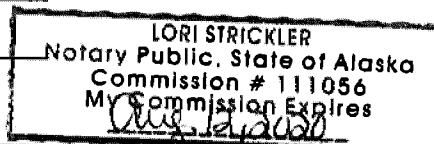


**ACKNOWLEDGMENT BY LESSOR: CITY OF BETHEL**  
**STATE OF ALASKA**  
**CITY OF BETHEL**

This is to certify that on this 2 day of July, 2019 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared William Howell III, to me known and known by me to be the person described in the executed instruments set forth above and severally stated to me under oath that (he, she) is Acting City Manager and that (he, she) has been authorized by City Council to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of Same.

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

[Signature]  
Lori Strickler  
Notary Public for Alaska  
My Commission Expires with Office  
Residing at: Bethel, Alaska

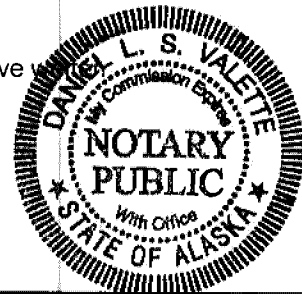


**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA**  
**STATE OF ALASKA**  
**MUNICIPALITY OF ANCHORAGE**

This is to certify that on this 27<sup>th</sup> day of July, 2019 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Rashaad Esters, Contracting Officer II, to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Shared Services of Alaska of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

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

[Signature]  
Daniel L.S. Valette  
Notary Public for Alaska  
My Commission Expires with Office  
Residing at: Anchorage, Alaska



**OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE**

After Recordation, Return Document To:

State of Alaska - Department of Administration  
Shared Services of Alaska  
Leasing Section  
550 West 7<sup>th</sup> Avenue, Suite 1960  
Anchorage, AK 99501-3558

Initial W.F. Initial RE

LEASE NO. **2624**  
Amendment No. **10**  
Page 4 of 4

2624 A10 Extension



## City of Bethel Action Memorandum

|                         |                   |                |            |
|-------------------------|-------------------|----------------|------------|
| Action memorandum No.   | 19-78             |                |            |
| Date action introduced: | December 10, 2019 | Introduced by: | Mayor Barr |
| Date action taken:      |                   | Approved       | Denied     |
| Confirmed by:           |                   |                |            |

Re-appointment of Committee and Commission Members for a term of three years. If approved for reappointment, the new term will be from January 1, 2020 to December 31, 2022.

Attachment(s): None Attachment(s): none

|                                 |                  |                             |
|---------------------------------|------------------|-----------------------------|
| <b>Amount of fiscal impact:</b> |                  | <b>Account information:</b> |
| x                               | No fiscal impact |                             |
|                                 |                  |                             |
|                                 |                  |                             |

### Finance Committee Reappointments

Jason Brown has submitted an application for reappointment to the Finance Committee; term expiration is December 31, 2022.

### Planning Commission Reappointments

John P. Guinn has submitted an application for reappointment to the Planning Commission; term expiration is December 31, 2022.

Shadi Rabi has submitted an application for reappointment to the Planning Commission; term expiration is December 31, 2022.

### Community Action Grant Technical Review Board Reappointments

Jennifer Dobson has submitted an application for reappointment to the Community Action Grant Technical Review Board Commission; term expiration is December 31, 2022.

Louise Russell has submitted an application for reappointment to the Community Action Grant Technical Review Board Commission; term expiration is December 31, 2022.

## City of Bethel Action Memorandum

|                         |                   |                |                    |
|-------------------------|-------------------|----------------|--------------------|
| Action memorandum No.   | AM 19-79          |                |                    |
| Date action introduced: | December 10, 2019 | Introduced by: | Vice- Mayor Hanson |
| Date action taken:      |                   | Approved       | Denied             |
| Confirmed by:           |                   |                |                    |

Authorizing Administration's donation of city surplus equipment, a convection oven to Orutsaramiut Native Council, Senior Services Meals on Wheels.

Attachment(s): Transfer of Senior Center Property and Buildings from Orutsaramiut Native Council to City of Bethel.

|                                 |                            |                             |
|---------------------------------|----------------------------|-----------------------------|
| <b>Amount of fiscal impact:</b> |                            | <b>Account information:</b> |
| Less than \$2,000               | Estimated Financial Impact | N/A                         |

Orutsaramiut Native Council (ONC) Senior Services Director, Wilson Green, requests the City donate a convection oven currently located at the old senior center building to the ONC Senior Service, Meals on Wheels program. In his November 8, letter to the Council, Mr. Green identified his intent to move the food preparation for the Meals on Wheels program to a new location which does not have a convection oven.

Prior to 2014 ONC operated a Senior Services Program out of the City owned building located at 111 Housing. In 2014 the City of Bethel and ONC ended the lease term for the building and entered into an agreement to transfer the building to include kitchen equipment and other major and minor fixtures within the facility back to the City of Bethel.

The equipment located at the old senior center building has been sitting unused since 2014. The City has no current need for a convection oven and therefore finds it is a responsible distribution of surplus equipment as it will be used to support the operation of the Senior Services program by donating the convection oven to our Community Partner, ONC to help ensure successful continued operation of the meals on wheels program.



## City of Bethel Action Memorandum

|                         |                   |                |                                        |
|-------------------------|-------------------|----------------|----------------------------------------|
| Action memorandum No.   | 19-80             |                |                                        |
| Date action introduced: | December 10, 2019 | Introduced by: | William F. Howell, Acting City Manager |
| Date action taken:      |                   | Approved       | Denied                                 |
| Confirmed by:           |                   |                |                                        |

**Action Title:** Direct Administration to prepare and submit an FY 2021 Public Transit (5311) Grant application to fund the operation of the Bethel Transit System with \$79,198 in local cash match from the City's FY 2021 Budget.

**Attachment(s):** Prospective Match Letter for Application.

| Amount of fiscal impact: |                                            | Account information: |
|--------------------------|--------------------------------------------|----------------------|
| \$79,198                 | Funds to be placed in City FY 2021 Budget. | 56-50-XXX            |

### Summary Statement

The City of Bethel has an opportunity to fund Year 12 of the Bethel Transit System. Applications for the FY 2021 Public Transit (5311) Grants are being accepted until December 20, 2019. The State Transit Office intends to provide award notice on January 20, 2020 for the performance period July 1, 2020 to June 30, 2021.

The City plans to fund the transit system by collecting \$40,000 in farebox revenue, requesting \$227,687 in grant funds, and providing \$79,198 in cash match.

Currently, the transit system provides 2,200-2,800 rides per month. Over the last six months, the Orutsararmuit Native Council has been purchasing 55 monthly senior passes and 16 monthly caregiver passes. Other organizations, like the Tundra Women's Coalition and Association of Village Council Presidents also purchase monthly passes for their clients.

The transit budget would fund one full-time transit manager, one full-time driver, and one part-time driver to serve the Green Route, with six-day service to 32 stops every hour.

The City Manager must provide a letter for the grant application that pledges the cash match amount. See last year's letter attached.

Once the grant is announced by the State, City Administration will present to Council another Action Memorandum to approve and accept the grant award and direct the City Manager to sign it.



## CITY OF BETHEL

P.O. Box 1388 • Bethel, Alaska 99559  
907-543-2047  
Fax # 907-543-4171

January 9, 2019

Debbi Howard  
State Transit Coordinator  
Alaska DOT&PF  
P.O. Box 112500  
Juneau, AK 99811-2500

RE: Letter of Commitment to Provide Cash Match for SFY 2020 Grant to Fund Transit Operations

Dear Ms. Howard:

Please accept this letter from the City of Bethel verifying the City's commitment to provide \$86,580 in the City's FY 2020 Budget as cash match to the SFY 2020 FTA Section 5311 grant. The grant is intended to fund City transit operations from July 1, 2019 to June 30, 2020.

The Bethel City Council approved an Action Memorandum to fund the grant match and pursue Section 5311 grant funding at their January 8, 2019 regular meeting. See a copy of the Action Memorandum attached.

If you have any questions or concerns regarding the City's \$86,580 cash match commitment, please contact me at 907-543-1373 or by email at [pwilliams@cityofbethel.net](mailto:pwilliams@cityofbethel.net). Thank you.

Sincerely,

*Peter A Williams Jan 9, 2019*

Peter Williams  
City Manager

## City of Bethel Action Memorandum

|                         |                   |                |                           |
|-------------------------|-------------------|----------------|---------------------------|
| Action memorandum No.   | 19-81             |                |                           |
| Date action introduced: | December 10, 2019 | Introduced by: | Acting City Manger Howell |
| Date action taken:      |                   | Approved       | Denied                    |
| Confirmed by:           |                   |                |                           |

**Action Title:** Authorize and approve City Administration to issue checks totaling \$33,975 to Year 2, Quarter 4 Community Action Grant awardees based on the Community Action Grant Technical Review Board's (CAGTRB) work on scoring applications and deciding how much to award each applicant.

**Attachment(s):** None.

| Amount of fiscal impact: |                         | Account information: |
|--------------------------|-------------------------|----------------------|
| \$33,975                 | Funds in FY 2020 Budget | 10-72-760            |

### Summary Statement

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

The Committee accepted and scored four applications received during the open application period: October 14, 2019 to November 13, 2019. The Committee met on November 19, 2019 and December 2, 2019 to score the applications and make the following funding recommendations:

| Applicant Rank and Project Summary                                                                                                                                                                                                                            | Requested | Recommended Award |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|
| <b>1. Library Jesuit Adult Services Coordinator</b> Avg. score: 160<br>Jesuit Volunteer to work in the library and perform adult services from August 15, 2020 to July 31, 2021.                                                                              | \$14,000  | \$14,000          |
| <b>2. Skiku, Inc.</b> Avg. score: 152<br>Purchase 20 sets of cross country skis, boots, bindings, poles for K-6 kids in Bethel schools and other outdoor ski supplies.                                                                                        | \$7,575   | \$7,575           |
| <b>3. Bethel Community Services Foundation</b> Avg. score: 132<br>Healing Through Music and Dance Program will purchase one looper, one Mackie1 sound system, and cover shipping and artist fees for on-site delivery of motivational interaction with youth. | \$12,000  | \$5,000           |
| <b>4. After School Youth Art Studio</b> Avg. score: 96<br>Art instruction and supplies for teens and younger children over several months.                                                                                                                    | \$15,720  | \$7,400           |
| <b>Total</b>                                                                                                                                                                                                                                                  |           | \$33,975          |



City  
of  
Bethel

Kevin Morgan <[kmorgan@cityofbethel.net](mailto:kmorgan@cityofbethel.net)>

---

## Suggested Amendment for CAG distribution

1 message

---

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

Thu, Dec 5, 2019 at 12:29 PM

To: "cityclerk@cityofbethel.net" <[cityclerk@cityofbethel.net](mailto:cityclerk@cityofbethel.net)>

Strikeout \$5,000 for Bethel Community Services Foundation amount to be given and insert \$6,000.

Strikeout \$7,400 for After School Youth amount to be given and insert \$4,500.

Change total to \$32,075 in several places where total appears.

--

John Sargent

Grant Manager

City of Bethel

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## City of Bethel Information Memorandum

|                      |                   |                |                                  |
|----------------------|-------------------|----------------|----------------------------------|
| Information Memo No. | 19-13             |                |                                  |
| Date introduced:     | December 10, 2019 | Introduced by: | William Howell, Acting City Mgr. |
| Amended actions:     |                   |                |                                  |
| Confirmed by:        |                   |                |                                  |

**Title:** Presentation of the City's Water & Sewer Services Expenditures Compared to Budget from July 1, 2019 to November 30, 2019 – Utilities Maintenance – Water & Wastewater Activity Report.

**Attachment(s):** (1) City of Bethel Water & Sewer Services Expenditures Compared to Budget from July 1, 2019 to November 30, 2019 and (2) November 2019 – Utilities Maintenance – Water & Wastewater Activity Report.

| Department/Individual:         | Initials:                      | Remarks: |
|--------------------------------|--------------------------------|----------|
| Administration, William Howell | WH                             |          |
| Finance, Christine Blake       | CB                             |          |
|                                |                                |          |
| Amount of fiscal impact:       | Account information:           |          |
| None                           | No fiscal impact at this time. |          |
|                                | Funds in City Budget.          |          |
|                                | Funds not in City Budget.      |          |

### Summary Statement

The attached financial report for FY 2020 contains months of data from July 1, 2019 to November 30, 2019. The information contained therein and the contents of the Water & Wastewater Activity Report are distributed to Bethel City Council members for their review. This Information Memorandum documents the dissemination of this report to Bethel City Council members, as required by the Alaska Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs, in their administration of the Best Practices protocol.

The process of preparing and submitting a monthly financial report and a water and wastewater activity report to City Council helps the City earn points on the Water and Sewer Utility Best Practices Operation and Maintenance Reports. The City must have a score of 60 or greater out of 100 points in order to be approved for funding from the Environmental Protection Agency (EPA) and the Alaska Department of Environmental Conservation (DEC). In other capital grants administered by DEC's Village Safe Water Program, the City's Best Practices score is an application scoring criterion.



## City of Bethel - Public Works Department

Utilities Maintenance Activity Report

FY20 - November 2019

Public Works Director - William Arnold

### City Sub Water Treatment Plant

### Bethel Heights Water Treatment Plant

November  
Fiscal Year to Date

| Water                      |                        |                       |                          | Chemical Usage             |              |                              | Water                      |                        |                       |                        | Chemical Usage             |              |                              |
|----------------------------|------------------------|-----------------------|--------------------------|----------------------------|--------------|------------------------------|----------------------------|------------------------|-----------------------|------------------------|----------------------------|--------------|------------------------------|
| Plant Production (Gallons) | Hauled Water (Gallons) | Piped Water (Gallons) | Backwash Usage (Gallons) | Calcium Hypochlorite (lbs) | Polymer (mL) | Potassium Permanganate (lbs) | Plant Production (Gallons) | Hauled Water (Gallons) | Piped Water (Gallons) | School Water (Gallons) | Calcium Hypochlorite (lbs) | Polymer (mL) | Potassium Permanganate (lbs) |
| 4,739,180                  | 1,822,000              | 1,576,377             | 746,000                  | 1,050                      | 9,900        | 240                          | 2,106,790                  | 507,000                | 2,741,766             | 187,390                | 750                        | 2,400        | 85                           |
| 26,315,694                 | 9,798,000              | 8,970,771             | 3,078,200                | 5,100                      | 57,600       | 1,287                        | 12,141,089                 | 2,717,321              | 16,463,465            | 913,071                | 3,375                      | 18,350       | 585                          |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bethel Heights WTP</b> | Monthly water logs to ADEC from BHWTP and CSWTP. Both main boilers are on line and operating for winter.Minor service needed daily.Small boiler placed off line status for winter.                                                                                                                                                                                                                                                                                                                                              |
| <b>City Sub WTP</b>       | Monthly water logs for BHWTP and CSWTP to ADEC. Minor adjustments and repairs to the A and B loop glycol lines return and supply.Pump boiler pressures up with additional glycol .TecPro has set up workspace in CSWRP ,to work on the flow -meter/SCADA tower comm project and is currently working on conduits.Also using space to storage for the city lift station project.                                                                                                                                                 |
| <b>Sewer Lagoon</b>       | DMR report to ADEC. Lagoon discharge complete for month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Piped Sewer</b>        | 12 alarms on residential lift stations were responded to. Multiple issues with heat trace, grinder pumps, and float systems were resolved. Repairs were made to Yukon Kuskokwim Fitness Center Lift Station. Main Lift Station pump work –Pump #1 parts have arrived. Expected to be completed and returned in 2-3 weeks. FAA lift station thawed out and in operation. Line flushing and leveling activities on low flow and frozen sewer lines. Non-compliance reports were filled out per DEC requirements.                  |
| <b>Piped Water</b>        | Monthly meter readings, service connections, and disconnects were performed. Hospital (new & old), Bethel Youth Facility, Correctional Facility, Fish & Wildlife, and YKHC housing are all connected to new Institutional Corridor Line. New Service line connected at the YK Long-Term Care (LTC) & LTC Managers Apartment connected 7/30. New Service Line connected to the YK Prematernal Building. Additional fire hydrant testing was performed to accommodate information requests from YKHC fire protection contractors. |
| <b>Other</b>              | Daily safety meetings are held. 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 since 2 of the vehicles are more than 10 years old.                                                                                                                                                                                                                                                          |

Prepared by - Water/Wastewater Utilities Foreman



CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

WATER & SEWER SERVICES

|                                          | PERIOD ACTUAL  | YTD ACTUAL     | BUDGET           | UNEXPENDED       | PCNT     |
|------------------------------------------|----------------|----------------|------------------|------------------|----------|
| <u>HAULED WATER</u>                      |                |                |                  |                  |          |
| 51-81-501 SALARIES                       | 153,272.84     | 153,272.84     | 463,487.00       | 310,214.16       | 33.1     |
| 51-81-502 OVERTIME                       | 44,715.35      | 44,715.35      | 125,000.00       | 80,284.65        | 35.8     |
| 51-81-508 LEAVE CASHOUT                  | .00            | .00            | 22,313.00        | 22,313.00        | .0       |
| 51-81-511 MEDICARE                       | 2,976.67       | 2,976.67       | 8,533.00         | 5,556.33         | 34.9     |
| 51-81-512 EMPLOYEE GROUP BENEFITS        | 76,419.76      | 76,419.76      | 210,945.00       | 134,525.24       | 36.2     |
| 51-81-515 UNEMPLOYMENT                   | .00            | .00            | 6,379.00         | 6,379.00         | .0       |
| 51-81-516 WORKERS' COMPENSATION          | 4,073.90       | 4,073.90       | 15,202.00        | 11,128.10        | 26.8     |
| 51-81-518 PERS                           | 43,557.47      | 43,557.47      | 129,467.00       | 85,909.53        | 33.6     |
| 51-81-519 UTILITY BENEFIT                | 5,198.14       | 5,198.14       | 39,900.00        | 34,701.86        | 13.0     |
| 51-81-545 TRAINING/TRAVEL                | 1,853.35       | 1,853.35       | 2,000.00         | 146.65           | 92.7     |
| 51-81-561 SUPPLIES                       | 3,566.53       | 3,566.53       | 10,000.00        | 6,433.47         | 35.7     |
| 51-81-563 WEARING APPAREL                | 4,226.72       | 4,226.72       | 10,000.00        | 5,773.28         | 42.3     |
| 51-81-600 TIRES                          | 20,900.53      | 20,900.53      | 42,000.00        | 21,099.47        | 49.8     |
| 51-81-601 VEHICLE MT. (PARTS & TOOLS)    | 46,595.51      | 46,595.51      | 180,000.00       | 133,404.49       | 25.9     |
| 51-81-602 GASOLINE/DIESEL/OIL            | 2,569.90       | 2,569.90       | 120,000.00       | 117,430.10       | 2.1      |
| 51-81-621 ELECTRICITY                    | .00            | .00            | 10,500.00        | 10,500.00        | .0       |
| 51-81-622 TELEPHONE                      | 10.97          | 10.97          | 650.00           | 639.03           | 1.7      |
| 51-81-623 HEATING FUEL                   | .00            | .00            | 14,500.00        | 14,500.00        | .0       |
| 51-81-626 WATER/SEWER/GARBAGE            | .00            | .00            | 8,500.00         | 8,500.00         | .0       |
| 51-81-627 STAFF CELLULAR PHONES          | 211.54         | 211.54         | 840.00           | 628.46           | 25.2     |
| 51-81-650 LAB TESTS                      | 550.00         | 550.00         | 5,000.00         | 4,450.00         | 11.0     |
| 51-81-661 VEHICLE MAINT/REPAIR           | 236.50         | 236.50         | 310,326.00       | 310,089.50       | .1       |
| 51-81-662 PROPERTY MAINT                 | .00            | .00            | 46,393.00        | 46,393.00        | .0       |
| 51-81-665 CITY SAFETY                    | .00            | .00            | 1,000.00         | 1,000.00         | .0       |
| 51-81-669 OTHER PURCHASED SERVICES       | 4,722.74       | 4,722.74       | 5,000.00         | 277.26           | 94.5     |
| 51-81-683 MINOR EQUIPMENT                | 1,265.64       | 1,265.64       | 4,000.00         | 2,734.36         | 31.6     |
| 51-81-691 WATER TRUCK                    | .00            | .00            | 37,323.00        | 37,323.00        | .0       |
| 51-81-699 XFER TO F-58 FLEET REPLACEMENT | 224,823.00     | 224,823.00     | 1,573,938.00     | 1,349,115.00     | 14.3     |
| 51-81-721 INSURANCE                      | 36,410.09      | 36,410.09      | 86,739.00        | 50,328.91        | 42.0     |
| 51-81-722 INSURANCE-DED EXP & OTHER      | 439.90         | 439.90         | 10,000.00        | 9,560.10         | 4.4      |
| 51-81-724 DUES/SUBSCRIPTIONS             | .00            | .00            | 80.00            | 80.00            | .0       |
| 51-81-738 BAD DEBT EXPENSE               | .00            | .00            | 10,000.00        | 10,000.00        | .0       |
| 51-81-799 MISCELLANEOUS                  | .00            | .00            | 2,000.00         | 2,000.00         | .0       |
| 51-81-996 ADMIN OVERHEAD-IT SVCS         | 4,113.80       | 4,113.80       | 13,563.00        | 9,449.20         | 30.3     |
| 51-81-998 ADMINISTRATIVE OVERHEAD-GF     | .00            | .00            | 174,623.00       | 174,623.00       | .0       |
| <br>TOTAL HAULED WATER                   | <br>682,710.85 | <br>682,710.85 | <br>3,700,201.00 | <br>3,017,490.15 | <br>18.5 |

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

WATER & SEWER SERVICES

|                                       | PERIOD ACTUAL | YTD ACTUAL | BUDGET     | UNEXPENDED   | PCNT  |
|---------------------------------------|---------------|------------|------------|--------------|-------|
| <u>PIPED WATER</u>                    |               |            |            |              |       |
| 51-82-501 SALARIES                    | 45,393.43     | 45,393.43  | 167,422.00 | 122,028.57   | 27.1  |
| 51-82-502 OVERTIME                    | 12,049.45     | 12,049.45  | 30,750.00  | 18,700.55    | 39.2  |
| 51-82-508 LEAVE CASHOUT               | 1,137.95      | 1,137.95   | 7,575.00   | 6,437.05     | 15.0  |
| 51-82-511 MEDICARE                    | 859.53        | 859.53     | 2,874.00   | 2,014.47     | 29.9  |
| 51-82-512 EMPLOYEE GROUP BENEFITS     | 17,028.86     | 17,028.86  | 55,448.00  | 38,419.14    | 30.7  |
| 51-82-515 UNEMPLOYMENT                | .00           | .00        | 1,634.00   | 1,634.00     | .0    |
| 51-82-516 WORKERS' COMPENSATION       | 1,295.00      | 1,295.00   | 5,119.00   | 3,824.00     | 25.3  |
| 51-82-518 PERS                        | 12,637.43     | 12,637.43  | 43,598.00  | 30,960.57    | 29.0  |
| 51-82-519 UTILITY BENEFIT             | 378.60        | 378.60     | 10,488.00  | 10,109.40    | 3.6   |
| 51-82-545 TRAINING/TRAVEL             | .00           | .00        | 5,000.00   | 5,000.00     | .0    |
| 51-82-561 SUPPLIES                    | 1,348.95      | 1,348.95   | 6,000.00   | 4,651.05     | 22.5  |
| 51-82-563 WEARING APPAREL             | 75.00         | 75.00      | 3,000.00   | 2,925.00     | 2.5   |
| 51-82-592 PLUMBING SUPPLIES           | 436.70        | 436.70     | 15,000.00  | 14,563.30    | 2.9   |
| 51-82-600 TIRES AND WHEELS            | .00           | .00        | 1,200.00   | 1,200.00     | .0    |
| 51-82-601 VEHICLE MT. (PARTS & TOOLS) | 4,571.58      | 4,571.58   | 8,000.00   | 3,428.42     | 57.1  |
| 51-82-602 GASOLINE/DIESEL/OIL         | 2,516.14      | 2,516.14   | 15,000.00  | 12,483.86    | 16.8  |
| 51-82-621 ELECTRICITY-UTIL MT SHOP    | 407.19        | 407.19     | 5,500.00   | 5,092.81     | 7.4   |
| 51-82-622 TELEPHONE                   | 21.94         | 21.94      | 100.00     | 78.06        | 21.9  |
| 51-82-623 HEATING FUEL                | 1,031.09      | 1,031.09   | 25,000.00  | 23,968.91    | 4.1   |
| 51-82-626 WATER/SEWER/GARB            | 130.04        | 130.04     | 600.00     | 469.96       | 21.7  |
| 51-82-627 STAFF CELLULAR PHONES       | 211.54        | 211.54     | 1,680.00   | 1,468.46     | 12.6  |
| 51-82-649 ENGINEERING SERVICES        | .00           | .00        | 25,000.00  | 25,000.00    | .0    |
| 51-82-661 VEHICLE MAINT/REPAIR        | .00           | .00        | 3,003.00   | 3,003.00     | .0    |
| 51-82-665 CITY SAFETY                 | .00           | .00        | 2,000.00   | 2,000.00     | .0    |
| 51-82-669 OTHER PURCHASED SERVICES    | 122.58        | 122.58     | 1,500.00   | 1,377.42     | 8.2   |
| 51-82-683 MINOR EQUIPMENT             | 524.38        | 524.38     | 25,000.00  | 24,475.62    | 2.1   |
| 51-82-690 GROOVING MACHINE            | .00           | .00        | 62,500.00  | 62,500.00    | .0    |
| 51-82-721 INSURANCE                   | 2,720.70      | 2,720.70   | 6,646.00   | 3,925.30     | 40.9  |
| 51-82-727 ADVERTISING                 | 17.25         | 17.25      | 1,000.00   | 982.75       | 1.7   |
| 51-82-735 FINANCE CHARGES/PENALTIES   | 41,250.00     | 41,250.00  | .00        | ( 41,250.00) | .0    |
| 51-82-777 PROJECT EXPENSES-CULVERTS   | 176,153.00    | 176,153.00 | 175,000.00 | ( 1,153.00)  | 100.7 |
| 51-82-996 ADMIN OVERHEAD-IT SVCS      | 4,489.15      | 4,489.15   | 14,801.00  | 10,311.85    | 30.3  |
| 51-82-998 ADMINISTRATIVE OVERHEAD-GF  | .00           | .00        | 77,228.00  | 77,228.00    | .0    |
| TOTAL PIPED WATER                     | 326,807.48    | 326,807.48 | 804,666.00 | 477,858.52   | 40.6  |

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

WATER & SEWER SERVICES

|                                       | PERIOD ACTUAL  | YTD ACTUAL     | BUDGET           | UNEXPENDED       | PCNT     |
|---------------------------------------|----------------|----------------|------------------|------------------|----------|
| <u>HAULED SEWER</u>                   |                |                |                  |                  |          |
| 51-85-501 SALARIES                    | 130,922.04     | 130,922.04     | 524,733.00       | 393,810.96       | 25.0     |
| 51-85-502 OVERTIME                    | 33,512.38      | 33,512.38      | 125,000.00       | 91,487.62        | 26.8     |
| 51-85-508 LEAVE CASHOUT               | 907.73         | 907.73         | 25,301.00        | 24,393.27        | 3.6      |
| 51-85-511 MEDICARE                    | 2,486.96       | 2,486.96       | 9,421.00         | 6,934.04         | 26.4     |
| 51-85-512 EMPLOYEE GROUP BENEFITS     | 93,163.25      | 93,163.25      | 234,571.00       | 141,407.75       | 39.7     |
| 51-85-515 UNEMPLOYMENT                | .00            | .00            | 6,910.00         | 6,910.00         | .0       |
| 51-85-516 WORKERS' COMPENSATION       | 8,369.35       | 8,369.35       | 18,393.00        | 10,023.65        | 45.5     |
| 51-85-518 PERS                        | 36,175.47      | 36,175.47      | 142,941.00       | 106,765.53       | 25.3     |
| 51-85-519 UTILITY BENEFIT             | 3,342.52       | 3,342.52       | 44,346.00        | 41,003.48        | 7.5      |
| 51-85-545 TRAINING/TRAVEL             | .00            | .00            | 300.00           | 300.00           | .0       |
| 51-85-561 SUPPLIES                    | 2,360.19       | 2,360.19       | 7,000.00         | 4,639.81         | 33.7     |
| 51-85-563 WEARING APPAREL             | 2,171.92       | 2,171.92       | 7,000.00         | 4,828.08         | 31.0     |
| 51-85-600 TIRES & WHEELS              | 10,959.81      | 10,959.81      | 12,000.00        | 1,040.19         | 91.3     |
| 51-85-601 VEHICLE MT. (PARTS & TOOLS) | 7,434.91       | 7,434.91       | 50,000.00        | 42,565.09        | 14.9     |
| 51-85-602 GASOLINE/DIESEL/OIL         | 5,521.69       | 5,521.69       | 110,000.00       | 104,478.31       | 5.0      |
| 51-85-621 ELECTRICITY                 | .00            | .00            | 8,300.00         | 8,300.00         | .0       |
| 51-85-622 TELEPHONE                   | .00            | .00            | 400.00           | 400.00           | .0       |
| 51-85-623 HEATING FUEL                | .00            | .00            | 12,000.00        | 12,000.00        | .0       |
| 51-85-626 WATER/SEWER/GARBAGE         | .00            | .00            | 9,000.00         | 9,000.00         | .0       |
| 51-85-627 CELL PHONE                  | .00            | .00            | 840.00           | 840.00           | .0       |
| 51-85-661 VEHICLE MAINT/REPAIR        | 448.59         | 448.59         | 310,326.00       | 309,877.41       | .1       |
| 51-85-662 PROPERTY MAINT              | .00            | .00            | 46,393.00        | 46,393.00        | .0       |
| 51-85-669 OTHER PURCHASED SERVICES    | 5,093.06       | 5,093.06       | 7,000.00         | 1,906.94         | 72.8     |
| 51-85-683 MINOR EQUIPMENT             | .00            | .00            | 3,100.00         | 3,100.00         | .0       |
| 51-85-721 INSURANCE                   | 29,063.15      | 29,063.15      | 70,082.00        | 41,018.85        | 41.5     |
| 51-85-722 INSURANCE-DED EXP & OTHER   | .00            | .00            | 20,000.00        | 20,000.00        | .0       |
| 51-85-724 DUES/SUBSCRIPTIONS          | .00            | .00            | 30.00            | 30.00            | .0       |
| 51-85-799 MISCELLANEOUS               | .00            | .00            | 1,200.00         | 1,200.00         | .0       |
| 51-85-996 ADMIN OVERHEAD-IT SVCS      | 4,113.79       | 4,113.79       | 13,563.00        | 9,449.21         | 30.3     |
| 51-85-998 ADMINISTRATIVE OVERHEAD-GF  | .00            | .00            | 193,499.00       | 193,499.00       | .0       |
| <br>TOTAL HAULED SEWER                | <br>376,046.81 | <br>376,046.81 | <br>2,013,649.00 | <br>1,637,602.19 | <br>18.7 |

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

WATER & SEWER SERVICES

|                                         | PERIOD ACTUAL  | YTD ACTUAL     | BUDGET           | UNEXPENDED     | PCNT     |
|-----------------------------------------|----------------|----------------|------------------|----------------|----------|
| <u>PIPED SEWER</u>                      |                |                |                  |                |          |
| 51-86-501 SALARIES                      | 43,292.00      | 43,292.00      | 167,074.00       | 123,782.00     | 25.9     |
| 51-86-502 OVERTIME                      | 12,049.45      | 12,049.45      | 30,750.00        | 18,700.55      | 39.2     |
| 51-86-508 LEAVE CASHOUT                 | 1,137.94       | 1,137.94       | 7,575.00         | 6,437.06       | 15.0     |
| 51-86-511 MEDICARE                      | 828.81         | 828.81         | 2,868.00         | 2,039.19       | 28.9     |
| 51-86-512 EMPLOYEE GROUP BENEFITS       | 16,109.54      | 16,109.54      | 55,448.00        | 39,338.46      | 29.1     |
| 51-86-515 UNEMPLOYMENT                  | .00            | .00            | 1,634.00         | 1,634.00       | .0       |
| 51-86-516 WORKERS' COMPENSATION         | 1,294.45       | 1,294.45       | 5,600.00         | 4,305.55       | 23.1     |
| 51-86-518 PERS                          | 12,175.10      | 12,175.10      | 43,521.00        | 31,345.90      | 28.0     |
| 51-86-519 UTILITY BENEFITS              | 408.16         | 408.16         | 10,488.00        | 10,079.84      | 3.9      |
| 51-86-545 TRAINING/TRAVEL               | .00            | .00            | 3,000.00         | 3,000.00       | .0       |
| 51-86-561 SUPPLIES                      | 2,259.61       | 2,259.61       | 6,000.00         | 3,740.39       | 37.7     |
| 51-86-563 WEARING APPAREL               | 2,101.41       | 2,101.41       | 3,000.00         | 898.59         | 70.1     |
| 51-86-590 GLYCOL SUPPLIES               | .00            | .00            | 70,000.00        | 70,000.00      | .0       |
| 51-86-592 PLUMBING SUPPLIES             | .00            | .00            | 10,000.00        | 10,000.00      | .0       |
| 51-86-600 TIRES & WHEELS                | 123.78         | 123.78         | 2,000.00         | 1,876.22       | 6.2      |
| 51-86-601 VEHICLE MT. (PARTS & TOOLS)   | 3,551.54       | 3,551.54       | 6,500.00         | 2,948.46       | 54.6     |
| 51-86-602 GASOLINE/DIESEL/OIL           | 1,820.30       | 1,820.30       | 15,000.00        | 13,179.70      | 12.1     |
| 51-86-621 ELECTRICITY-LIFTST & BLDG     | 31,403.75      | 31,403.75      | 100,000.00       | 68,596.25      | 31.4     |
| 51-86-622 TELEPHONE                     | .00            | .00            | 500.00           | 500.00         | .0       |
| 51-86-623 HEATING FUEL                  | 780.96         | 780.96         | 35,000.00        | 34,219.04      | 2.2      |
| 51-86-626 WATER/SEWER/GARB              | 130.05         | 130.05         | 600.00           | 469.95         | 21.7     |
| 51-86-661 VEHICLE MAINT/REPAIR          | 216.50         | 216.50         | 3,003.00         | 2,786.50       | 7.2      |
| 51-86-665 CITY SAFETY                   | .00            | .00            | 5,000.00         | 5,000.00       | .0       |
| 51-86-669 OTHER PURCHASED SERVICES      | 6,852.34       | 6,852.34       | 20,000.00        | 13,147.66      | 34.3     |
| 51-86-683 MINOR EQUIPMENT               | .00            | .00            | 125,000.00       | 125,000.00     | .0       |
| 51-86-691 FORD F350 1 TON               | .00            | .00            | 40,000.00        | 40,000.00      | .0       |
| 51-86-721 INSURANCE                     | 2,686.35       | 2,686.35       | 6,561.00         | 3,874.65       | 40.9     |
| 51-86-736 LEASED PROPERTY-LIFT STATIONS | 14,044.94      | 14,044.94      | 15,000.00        | 955.06         | 93.6     |
| 51-86-777 PROJECT EXP-CULVERTS          | 171,351.00     | 171,351.00     | 175,000.00       | 3,649.00       | 97.9     |
| 51-86-996 ADMIN OVERHEAD-IT SVCS        | 4,489.13       | 4,489.13       | 14,801.00        | 10,311.87      | 30.3     |
| 51-86-998 ADMINISTRATIVE OVERHEAD-GF    | .00            | .00            | 55,566.00        | 55,566.00      | .0       |
| <br>TOTAL PIPED SEWER                   | <br>329,107.11 | <br>329,107.11 | <br>1,036,489.00 | <br>707,381.89 | <br>31.8 |

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

WATER & SEWER SERVICES

|                                      | PERIOD ACTUAL  | YTD ACTUAL     | BUDGET         | UNEXPENDED     | PCNT     |
|--------------------------------------|----------------|----------------|----------------|----------------|----------|
| <u>BETHEL HTS WTR TREATMENT</u>      |                |                |                |                |          |
| 51-83-501 SALARIES                   | 40,581.70      | 40,581.70      | 124,086.00     | 83,504.30      | 32.7     |
| 51-83-502 OVERTIME                   | 9,049.58       | 9,049.58       | 35,875.00      | 26,825.42      | 25.2     |
| 51-83-508 LEAVE CASHOUT              | 4,104.62       | 4,104.62       | 5,757.00       | 1,652.38       | 71.3     |
| 51-83-511 MEDICARE                   | 172.22         | 172.22         | 2,319.00       | 2,146.78       | 7.4      |
| 51-83-512 EMPLOYEE GROUP BENEFITS    | 10,965.78      | 10,965.78      | 42,189.00      | 31,223.22      | 26.0     |
| 51-83-515 UNEMPLOYMENT               | .00            | .00            | 1,243.00       | 1,243.00       | .0       |
| 51-83-516 WORKERS' COMPENSATION      | 1,073.70       | 1,073.70       | 4,132.00       | 3,058.30       | 26.0     |
| 51-83-518 PERS                       | 10,918.88      | 10,918.88      | 35,192.00      | 24,273.12      | 31.0     |
| 51-83-519 UTILITY BENEFIT            | 1,457.36       | 1,457.36       | 7,980.00       | 6,522.64       | 18.3     |
| 51-83-545 TRAINING/TRAVEL            | 1,637.10       | 1,637.10       | 4,000.00       | 2,362.90       | 40.9     |
| 51-83-561 SUPPLIES                   | 1,056.76       | 1,056.76       | 4,000.00       | 2,943.24       | 26.4     |
| 51-83-563 WEARING APPAREL            | .00            | .00            | 1,500.00       | 1,500.00       | .0       |
| 51-83-567 CHEMICALS                  | 25,034.80      | 25,034.80      | 55,000.00      | 29,965.20      | 45.5     |
| 51-83-592 PLUMBING SUPPLIES          | .00            | .00            | 5,000.00       | 5,000.00       | .0       |
| 51-83-621 ELECTRICITY (PUMPHOUSE)    | 11,977.10      | 11,977.10      | 90,000.00      | 78,022.90      | 13.3     |
| 51-83-622 TELEPHONE                  | .00            | .00            | 500.00         | 500.00         | .0       |
| 51-83-623 HEATING FUEL (PUMPHOUSE)   | 12,399.81      | 12,399.81      | 130,000.00     | 117,600.19     | 9.5      |
| 51-83-649 ENGINEERING SERVICES       | .00            | .00            | 2,000.00       | 2,000.00       | .0       |
| 51-83-650 LAB TESTS                  | 405.00         | 405.00         | 12,000.00      | 11,595.00      | 3.4      |
| 51-83-661 VEHICLE MAINT/REPAIR       | .00            | .00            | 3,003.00       | 3,003.00       | .0       |
| 51-83-665 CITY SAFETY                | .00            | .00            | 6,000.00       | 6,000.00       | .0       |
| 51-83-669 OTHER PURCHASED SERVICES   | .00            | .00            | 10,000.00      | 10,000.00      | .0       |
| 51-83-683 MINOR EQUIPMENT            | 2,150.50       | 2,150.50       | 25,000.00      | 22,849.50      | 8.6      |
| 51-83-721 INSURANCE                  | 8,911.10       | 8,911.10       | 21,729.00      | 12,817.90      | 41.0     |
| 51-83-727 ADVERTISING                | .00            | .00            | 500.00         | 500.00         | .0       |
| 51-83-772 PROJECT EXPENSES           | .00            | .00            | 50,000.00      | 50,000.00      | .0       |
| 51-83-773 SITE IMPROVEMENTS -CAPITAL | 27,094.00      | 27,094.00      | 70,000.00      | 42,906.00      | 38.7     |
| 51-83-996 ADMIN OVERHEAD-IT SVCS     | 4,278.94       | 4,278.94       | 14,108.00      | 9,829.06       | 30.3     |
| 51-83-998 ADMINISTRATIVE OVERHEAD-GF | .00            | .00            | 44,249.00      | 44,249.00      | .0       |
| <br>TOTAL BETHEL HTS WTR TREATMENT   | <br>173,268.95 | <br>173,268.95 | <br>807,362.00 | <br>634,093.05 | <br>21.5 |

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

WATER & SEWER SERVICES

|                                      | PERIOD ACTUAL | YTD ACTUAL | BUDGET     | UNEXPENDED | PCNT |
|--------------------------------------|---------------|------------|------------|------------|------|
| <u>CITY SUB WTR TREATMENT</u>        |               |            |            |            |      |
| 51-84-501 SALARIES                   | 48,358.77     | 48,358.77  | 189,169.00 | 140,810.23 | 25.6 |
| 51-84-502 OVERTIME                   | 7,828.47      | 7,828.47   | 35,875.00  | 28,046.53  | 21.8 |
| 51-84-508 LEAVE CASHOUT              | .00           | .00        | 8,932.00   | 8,932.00   | .0   |
| 51-84-511 MEDICARE                   | 864.39        | 864.39     | 3,263.00   | 2,398.61   | 26.5 |
| 51-84-512 EMPLOYEE GROUP BENEFITS    | 18,262.32     | 18,262.32  | 66,297.00  | 48,034.68  | 27.6 |
| 51-84-515 UNEMPLOYMENT               | .00           | .00        | 1,953.00   | 1,953.00   | .0   |
| 51-84-516 WORKERS' COMPENSATION      | 1,529.35      | 1,529.35   | 5,814.00   | 4,284.65   | 26.3 |
| 51-84-518 PERS                       | 12,361.19     | 12,361.19  | 49,510.00  | 37,148.81  | 25.0 |
| 51-84-519 UTILITY BENEFIT            | 1,366.85      | 1,366.85   | 12,540.00  | 11,173.15  | 10.9 |
| 51-84-545 TRAINING/TRAVEL            | 437.50        | 437.50     | 5,000.00   | 4,562.50   | 8.8  |
| 51-84-561 SUPPLIES                   | 1,176.75      | 1,176.75   | 2,500.00   | 1,323.25   | 47.1 |
| 51-84-563 WEARING APPAREL            | .00           | .00        | 1,500.00   | 1,500.00   | .0   |
| 51-84-567 CHEMICALS                  | 78,104.38     | 78,104.38  | 100,000.00 | 21,895.62  | 78.1 |
| 51-84-592 PLUMBING SUPPLIES          | .00           | .00        | 3,000.00   | 3,000.00   | .0   |
| 51-84-600 TIRES & WHEELS             | .00           | .00        | 1,500.00   | 1,500.00   | .0   |
| 51-84-602 GASOLINE/DIESEL/OIL        | 47.97         | 47.97      | 1,000.00   | 952.03     | 4.8  |
| 51-84-621 ELECTRICITY (CS WTF)       | 17,351.60     | 17,351.60  | 60,000.00  | 42,648.40  | 28.9 |
| 51-84-622 TELEPHONE                  | 10.97         | 10.97      | 100.00     | 89.03      | 11.0 |
| 51-84-623 HEATING FUEL(CS WTF)       | 27,217.33     | 27,217.33  | 150,000.00 | 122,782.67 | 18.1 |
| 51-84-650 LAB TESTS                  | 5,597.19      | 5,597.19   | 10,000.00  | 4,402.81   | 56.0 |
| 51-84-661 VEHICLE MAINT (ISF)        | 10.00         | 10.00      | 3,003.00   | 2,993.00   | .3   |
| 51-84-665 CITY SAFETY                | .00           | .00        | 2,500.00   | 2,500.00   | .0   |
| 51-84-669 OTHER PURCHASED SERVICES   | 122.58        | 122.58     | 5,000.00   | 4,877.42   | 2.5  |
| 51-84-683 MINOR EQUIPMENT            | 2,525.50      | 2,525.50   | 20,000.00  | 17,474.50  | 12.6 |
| 51-84-721 INSURANCE                  | 5,548.35      | 5,548.35   | 13,560.00  | 8,011.65   | 40.9 |
| 51-84-996 ADMIN OVERHEAD-IT SVCS     | 4,699.34      | 4,699.34   | 15,494.00  | 10,794.66  | 30.3 |
| 51-84-998 ADMINISTRATIVE OVERHEAD-GF | .00           | .00        | 63,841.00  | 63,841.00  | .0   |
| TOTAL CITY SUB WTR TREATMENT         | 233,420.80    | 233,420.80 | 831,351.00 | 597,930.20 | 28.1 |



CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

WATER & SEWER SERVICES

|                                      | PERIOD ACTUAL    | YTD ACTUAL       | BUDGET              | UNEXPENDED          | PCNT     |
|--------------------------------------|------------------|------------------|---------------------|---------------------|----------|
| <u>SEWER LAGOON</u>                  |                  |                  |                     |                     |          |
| 51-87-501 SALARIES                   | 14,169.52        | 14,169.52        | 68,912.00           | 54,742.48           | 20.6     |
| 51-87-502 OVERTIME                   | 2,753.25         | 2,753.25         | 10,250.00           | 7,496.75            | 26.9     |
| 51-87-508 LEAVE CASHOUT              | 252.88           | 252.88           | 2,211.00            | 1,958.12            | 11.4     |
| 51-87-511 MEDICARE                   | 253.08           | 253.08           | 1,148.00            | 894.92              | 22.1     |
| 51-87-512 EMPLOYEE GROUP BENEFITS    | 5,376.63         | 5,376.63         | 21,697.00           | 16,320.37           | 24.8     |
| 51-87-515 UNEMPLOYMENT               | .00              | .00              | 639.00              | 639.00              | .0       |
| 51-87-516 WORKERS' COMPENSATION      | 373.10           | 373.10           | 2,241.00            | 1,867.90            | 16.7     |
| 51-87-518 PERS                       | 3,723.09         | 3,723.09         | 17,416.00           | 13,692.91           | 21.4     |
| 51-87-519 UTILITY BENEFIT            | 105.62           | 105.62           | 4,104.00            | 3,998.38            | 2.6      |
| 51-87-545 TRAINING/TRAVEL            | 253.19           | 253.19           | 3,000.00            | 2,746.81            | 8.4      |
| 51-87-561 SUPPLIES                   | .00              | .00              | 1,500.00            | 1,500.00            | .0       |
| 51-87-563 WEARING APPAREL            | .00              | .00              | 2,000.00            | 2,000.00            | .0       |
| 51-87-592 PLUMBING SUPPLIES          | .00              | .00              | 1,000.00            | 1,000.00            | .0       |
| 51-87-602 GASOLINE                   | 602.27           | 602.27           | 20,000.00           | 19,397.73           | 3.0      |
| 51-87-650 LAB TESTS (SAMPLES)        | 5,011.60         | 5,011.60         | 12,000.00           | 6,988.40            | 41.8     |
| 51-87-665 CITY SAFETY                | .00              | .00              | 2,000.00            | 2,000.00            | .0       |
| 51-87-669 OTHER PURCHASED SERVICES   | .00              | .00              | 1,000.00            | 1,000.00            | .0       |
| 51-87-683 MINOR EQUIPMENT            | .00              | .00              | 2,500.00            | 2,500.00            | .0       |
| 51-87-721 INSURANCE                  | 183.90           | 183.90           | 443.00              | 259.10              | 41.5     |
| 51-87-724 DUES & SUBSCRIPTIONS       | .00              | .00              | 7,920.00            | 7,920.00            | .0       |
| 51-87-727 ADVERTISING                | .00              | .00              | 500.00              | 500.00              | .0       |
| 51-87-998 ADMINISTRATIVE OVERHEAD-GF | .00              | .00              | 21,993.00           | 21,993.00           | .0       |
| <br>TOTAL SEWER LAGOON               | <br>33,058.13    | <br>33,058.13    | <br>204,474.00      | <br>171,415.87      | <br>16.2 |
| <br>TOTAL FUND EXPENDITURES          | <br>2,296,370.10 | <br>2,296,370.10 | <br>9,671,877.00    | <br>7,375,506.90    | <br>23.7 |
| <br>NET REVENUE OVER EXPENDITURES    | <br>161,203.56   | <br>161,203.56   | <br>( 1,762,437.00) | <br>( 1,923,640.56) | <br>9.2  |

CITY OF BETHEL  
BALANCE SHEET  
NOVEMBER 30, 2019

WATER & SEWER SERVICES

|                              |                                 |                  |
|------------------------------|---------------------------------|------------------|
| UNAPPROPRIATED FUND BALANCE: |                                 |                  |
| 51-39900                     | FUND BALANCE-WATER & SEWER SER  | ( 16,226,341.78) |
|                              | REVENUE OVER EXPENDITURES - YTD | 161,203.56       |
|                              |                                 | <hr/>            |
|                              | BALANCE - CURRENT DATE          | ( 16,065,138.22) |
|                              |                                 | <hr/>            |
|                              | TOTAL FUND EQUITY               | 24,045,682.77    |
|                              |                                 | <hr/>            |
|                              | TOTAL LIABILITIES AND EQUITY    | 31,442,080.20    |
|                              |                                 | <hr/> <hr/>      |



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: December 02, 2019

TO: Perry Barr, Mayor

FROM: Bill Howell, Acting City Manager

SUBJECT: City Manager's Report – November 4 through December 2, 2019

**Current Events**

- Happy Thanksgiving. We have much to be grateful for in Bethel. A nice wintry coat of snow has finally graced the Delta and the first few snowmobiles have left their stables. BSAR is still advising extreme caution as ice conditions are still poor at best. The Administration is busy preparing for the Holidays, budget and union negotiations
- Notice was given to the City of Bethel Employees Association (Union) that the City would like to negotiate a new contract. Deadline for notification is January 1, 2020.
- Administration approved Finance to use Casselle for the next few months for utility billing. An updated contract with Caselle will be presented to the Council in January for review and approval. The City is recruiting for the Utility Billing position.
- The Lift Station Rehab Project is moving along nicely. Photos of the project are included with this report
- Administration is working with Bethel Police, Finance and our outside biller, Lifequest, to streamline the protective custody (PC) billing process.
- Administration is working with the Alaska Jobs Office, Yuut, and HR to develop CDL programs to fill Bethel's water sewer driver positions. As of this writing, there are seven vacancies in the Hauled Services Division.

- Administration is working with Finance to resolve several old sales tax matters.
- The City is part of an ongoing class action lawsuit regarding the opiate crisis. Our City Attorney advised us to take no action. Inclusion in the suit is automatic, if “opt out” is not chosen.
- On 11-22-2019, Administration and Finance met with the Altman, Rogers & Co. representatives following the completion of onsite audit field work. The auditors reviewed two potential findings and other matters with the City. The audit report is due March 31, 2020. We believe this will be the City’s first on time audit in five years.

### **Ongoing Business**

- I am working with Patty Jones and Ashley Crace to continue Bethel’s newest tradition, the second annual Christmas tree lighting. The three of us are coordinating the project with volunteers and a number of local entities. We are scaling the event this year to improve upon last year’s success.
- Scope of work agreements for both the City Hall roof and Public Works Building floor have been signed. The agreements cover design and engineering.
- We have received the draft of the Long Range Transportation Plan (LRTP) from DOWL. The Grants Manager is reviewing and revising the report.
- A Department Head meeting was held on November 21, 2019. The next Department Head meeting is scheduled for December 8, 2019 at 10 A.M.

### **Response to Council Questions**

#### **Pool/Finance Committee**

- The administration contacted our contract accountant Carmen Jackson to provide the Council requested reports for the pool finances. No timeline for this service has been provided yet.

#### **Log Cabin**

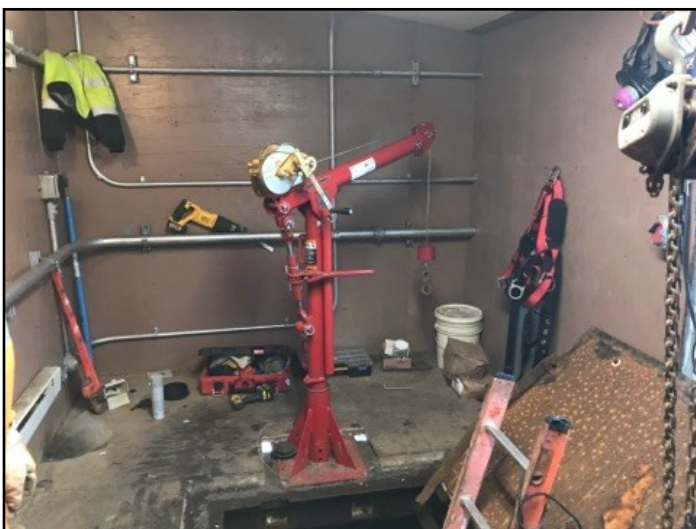
- Administration is looking into options. We plan to have an AM in front of Council for the January meeting.

## Photos of Bethel Main Lift Station Rehabilitation

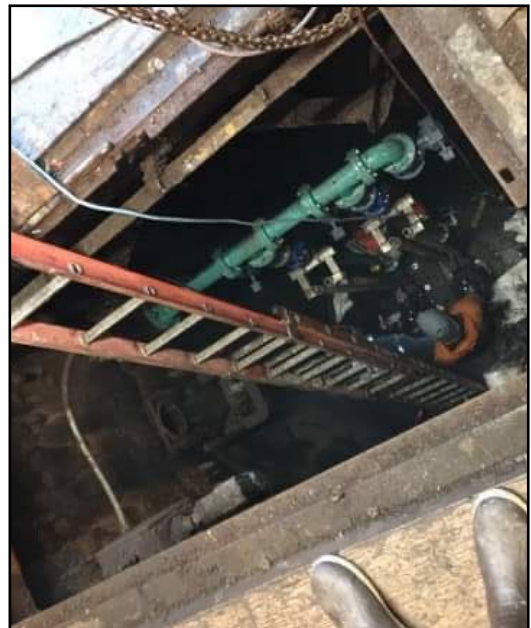
11/21/19



Walking ramp leads to Bethel Main Lift Station that serves Bethel Heights Subdivision. Green hoses and equipment on the ground. Orange light bank allows work to be done in early morning and evening.



Red lift installed will make it easier for Utility Maintenance Crew Members to pull heavy, bulky pumps out of the lift station for service in the future and set new ones into basin.



View into lift station. New equipment being installed



# City of Bethel

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

907-543-1386

Fax # 543-1388

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

**To: Bill Howell**

**From: Christine Blake, Finance Director**

**Subject: November 2019 Manager's Report**

**Date: November 22, 2019**

## Staffing

We filled the front desk position with a former employee who does an excellent job. He is especially good with our customers. Unfortunately, our planned hire for the Utility Clerk position declined the position and it remains unfilled.

## Utility Billing

We included an insert in the October bills with information and instructions regarding online bill pay and paperless billing and it has paid off. Since October 1<sup>st</sup>, we have had 17 customers sign up for the ability to pay online and 24 signed up for paperless billing.

We have a one month agreement with Caselle (our software company) to do our billing for November. This is a very cost effective way to address the open utility clerk position and will be a big help in terms of getting accurate bills out on time. The most labor-intensive part of the billing process is "entering paperwork" for new accounts, disconnects, change requests, extra calls, tank inspections and temp holds. We have received a total 58 of these as of November 21<sup>st</sup>. Each requires reviewing and filling/scanning the paperwork, notifying public works, updating the customer's account, and adjusting their bill correctly.

## FY19 Audit

The auditors finished up their onsite field work November 22<sup>nd</sup> and they have more to do back in their offices. It was a **busy** two weeks, pulling records and answering questions and based on the audit partner's feedback, most of our FY18 findings will be repeated. In some cases, that is because they review what our processes/procedures were during the fiscal year, not what they are now. We are very optimistic about meeting the audit deadline this year, which will be a big win for us.

## FY20 Budget to Actual Reports

Now that most of the audit fieldwork work is completed, our G/L Accountant will be able to focus more on catching up on the FY20 journal entries. This will result in more up-to-date numbers in our monthly financials. Expect to see the biggest change in numbers January 1.





CITY OF BETHEL  
Fire Department

Celebrating 50 Years of Service

*Daron Solesbee, Acting Fire Chief*

*P.O. Box 1388, Bethel, Alaska 99559*

*Phone: (907)-543-2131*

*Fax: (907)-543-2702*

*dsolesbee@cityofbethel.net*

DATE: November 27, 2019

TO: Bill Howell, Acting City Manager

FROM: Daron Solesbee, Acting Fire Chief

SUBJECT: Management Report, November 2019

Daron R. Solesbee

Digitally signed by Daron R. Solesbee  
DN: cn=Daron R. Solesbee, o=City of Bethel,  
ou=Bethel Fire Department,  
email=dsolesbee@cityofbethel.net, c=US  
Date: 2019.11.27 14:57:47 -09'00'

### **Current Events**

- Medic-5 is on the Alaska Marine Lines barge to Seattle. The barge is expected to arrive in Seattle by November 28<sup>th</sup>. Braun Northwest has been advised that the vehicle's batteries may be dead, so they have been instructed to bring the necessary equipment to start the vehicle. If the vehicle is unable to be started, I have given Braun Northwest permission to arrange for the vehicle to be transported via flatbed truck to their facility in Chehalis, WA.
- Braun Northwest has received the Stryker Power LOAD. They are awaiting the delivery of the Stryker Power PRO XT powered stretcher soon.
- The State of Alaska DHSS has issued new guidelines and scope of practice for EMS services. Our responders have been advised that the updated regulation changes regarding recertification will go into effect for all providers with certifications expiring in 12/2020.
- City of Bethel Property Maintenance personnel are in the process of rebuilding the fire station's front deck. Property Maintenance personnel have received the remaining components of the cable railing and will install them soon.
- Salzbrun Drilling and Welding Services installed two pilings in the fire station front yard. One piling will be used for the relocation of the flagpole and the other for the installation of a new basketball goal. The flagpole was taken down and will be placed on the piling soon.
- The Bethel Fire Department and Bethel Police Department has created the Bethel Arson Investigation Task Force. This joint investigation platform will allow

for better processes and more efficient fire investigations. Additionally, the task force has obtained approval to allow for the use of the BATFE's Bombing Arson Tracking System (BATS) program. This system gives the task force a more efficient case management and tracking platform.

- The Department conducted a Fire Department Open House for the public on Monday, November 11<sup>th</sup>. During this event, personnel instructed Compressions-Only CPR, had a Firefighter Obstacle Course for kids, and displayed our emergency equipment and apparatus.

### **Community Planning/Preparedness**

- The Department is assisting administration with the cleanup and disposal of a release of Muriatic Acid inside a storage container at the pool. The storage container was secured by BFD personnel with a Knox padlock until City personnel can perform clean-up operations under the oversight of a qualified contractor. Unfortunately, EMI-Alaska was unable to meet our requested scope of work. This project is on hold until Spring 2020.
- The Department conducted a walk-thru of the YKHC PJCP 2<sup>nd</sup> Floor to confirm that all fire protection systems were operational prior to occupancy. Department personnel were also given a tour of the construction of new Emergency Department and Gathering Area.
- Bethel Fire Department has been selected as a test site for the new Medicaid Supplemental Emergency Medical Transport (SEMT) program. Being part of this pilot will allow Bethel to shape the program to meet Bethel's needs. SEMT legislation (HB 176) was signed into law in June of last year. This law allows municipal ambulance services to receive reimbursement of 50% or more of the uncompensated cost (UCC) of providing ambulance services. City personnel are required to complete cost report spreadsheets based on FY18 and FY19 budget figures. The department is entering into a contract with AP Triton to provide this service to the City of Bethel for a fee of \$5,000.00 + 3% of annual earnings.

### **Training**

- On 11/02/19, an ASHI Basic Life Support course was conducted at the fire station. Both of the EMT-1 students who attended the course received their CPR certifications.
- On 11/05/19 at 7:00 p.m. an EMT Meeting was held at the fire station. Responders reviewed burn injuries and the Rule of 9's for estimating total body surface area.

- On 11/14/19 at 7:00 p.m. a Fire Meeting was held at the fire station. Responders reviewed the Respiratory Protection Policy and conducted fit testing for N-95 and SCBA face pieces.
- On 11/19/19 at 7:00 p.m. an EMT Meeting was held at the fire station. Responders reviewed and practiced performing Trauma and Medical Patient Assessments.
- The 2019 EMT-1 Class started on 11/04/19. There are six EMT Recruits taking the course. So far, they have learned about BFD rules and expectations, OSHA policies, The Well-Being of the EMT, Lifting and Moving, Medical/Legal/Ethical Issues, Medical Terminology, Anatomy and Physiology, Shock, Life Span Development, Airway Management, Respiration and Artificial Ventilation, Scene Size-Up, Scene Safety, Primary Assessments, Vital Signs and Monitoring Devices, and Secondary Assessments.

## **Responses**

- Between 11/01/19 and 11/27/19, the Bethel Fire Department responded to 120 EMS and 17 Fire incidents.
- On 11/01/19 at 12:45 P.M., medics responded to AC main for report of a person that has been hit by a moving vehicle. Patient was assessed and transported to the hospital.
- On 11/01/19 at 4:18 P.M., Firefighters responded to Swanson's for report of a passenger vehicle fire. No fire or smoke showing on scene. The fire was extinguished with a multi-purpose portable fire extinguisher.
- On 11/01/19 at 8:25 P.M., medics responded to Atsaq Road for report of a body transport to the morgue. The patient had self-inflicted gunshot wound to the chest.
- On 11/03/19 at 3:20 P.M., Firefighters responded to BIA Road for report of a dumpster fire. Upon arrival, Firefighters observed a dumpster emitting smoke and flames from the top. Firefighters extinguished the fire with the booster line.
- On 11/05/19 at 1:06 A.M., Firefighters responded to 433 Napakiak Drive for the report of a garage fire. Upon arrival, Firefighters observed fire and smoke coming from the garage and threatening nearby structures. Firefighters protected the nearby structures before extinguishing the garage fire. The cause of the fire is still under investigation.
- On 11/12/19 at 8:43 P.M., Firefighters responded to Joe Lomack Beach for the report of a fire near the seawall. Upon arrival, Firefighters observed smoke and flames emitting from a small bonfire. Firefighters used the booster line to

extinguish the flames. Firefighters advised the bystanders that open burning is not permitted within City limits.

- On 11/15/19 at 6:50 P.M., Medics responded to Owl Street for the report of a person with a dislocated shoulder blade. The patient was assessed and transported to the hospital.

### **Budget/Financial**

- The department is operating within budget.

### **Grants**

- The Department was awarded \$5,141.00 from the Department of Homeland Security for a new Thermal Imaging Camera (TIC). Three quotes have obtained and a purchase will be made once DHS approves it. This TIC will be installed on the new ladder truck, Truck-1.
- 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. Only one set of structural firefighter turnout gear will be purchased with these funds.
- The Department applied for and passed the first round of approval for 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. Invoices were submitted to BVESA and the grant will be closed out soon.

### **Staffing/Recruitment**

- The Department has one open Firefighter/EMT position, which is being advertised on the State of Alaska ALEXSys website and nation-wide on the IAFC's Daily Dispatch website. No new applications have been received since the last report.
- The Department has a newly created Temporary Administrative Assistant position. The position description is now being advertised. No applications have been received by the Department.
- One annual evaluation is currently due. This will be completed soon.

## Vehicles & Equipment

- We have received the parts for the Class-A Foam system for Engine-4. Staff determined that a 1" valve was required, upon finding the ¾" valve shipped was too small for the current foam system plumbing. The foam system will be installed upon receipt of the properly sized valve.
- Department mobile and portable radios and pagers were repaired and tuned up by a technician from ProComm Alaska.
- Pump and aerial testing was performed by a technician from Underwriter's Laboratories. Engine-3 and Engine-4 failed their vacuum tests. Staff will adjust and/or replace packing material in E-3 and E-4's pump packing glands and repeat the vacuum test. Truck-1 passed its pump test, but failed the aerial test. See attached reports. Staff have contacted Hughes Fire Equipment for a technician to troubleshoot and replace parts on Truck-1's aerial device.

| FIRE DEPARTMENT VEHICLE STATUS |              |      |                                                                                                                                                          |
|--------------------------------|--------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vehicle                        | Type         | Year | Status                                                                                                                                                   |
| Medic 4                        | Ambulance    | 1999 | <i>(Backup ambulance) In service, Airbags repaired.</i>                                                                                                  |
| Medic 5                        | Ambulance    | 2003 | Being barged to Seattle, WA to be refurbished and remounted onto a new 2019 Dodge Ram 4500, gas chassis at Braun Northwest, Inc.                         |
| 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&amp;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 (future). (Poor overall condition needs replacement) Generator was remounted.</i> |
| Truck 1                        | Ladder Truck | 2017 | Outfitting, in service. See 2019 UL Pump and Aerial reports. DEF sensor malfunction (parts ordered by V&E)                                               |
| Com 1                          | Pickup       | 2014 | In service                                                                                                                                               |
| Com 2                          | Pickup       | 2004 | In service.                                                                                                                                              |

## MEMORANDUM



DATE: November 27, 2019

TO: William F. Howell, III, Acting City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – December 10, 2019 Bethel City Council Meeting

### Writing

I completed the nomination to the Alaska Municipal League in October 2019 that allowed Lori Strickler to be recognized as the Municipal Employee of the Year. Fred Watson received her award at the annual banquet of AML and brought it back for her. I prepared and submitted a press release about the award to various news groups.

### Grant Applications

I am preparing the Community Transit Grant application now. Bethel City Council will consider an AM on December 10, 2019 to authorize the City to pursue this grant. The grant is due December 20, 2019. Typically, the City commits to match approximately \$80,580 in order to receive \$334,000. The grant covers transit system operating costs.

### Grant Management

#### Lift Station Improvement Project

The City oversaw the work of TecPro as they installed all the pumps, rails, and related equipment for the Bethel Main Lift Station near AC Quickstop. New electric panels are being installed at five lift stations.

The City was made aware that 55% of the rescoring was completed for its Best Practices score. This scoresheet must be done again by two State agencies for the City of Bethel in order for the City to receive an additional \$1 million grant for lift station work.

#### The Avenues Project

The City is waiting for USDA to approve the changes that it wants to see in the contract with DOWL for the Avenues work. This is a special contract required by USDA. While the City waits for USDA to respond, DOWL has the green light to start work based on the City's current contract with DOWL, as the City's Municipal Engineer.

#### School Security Features

The City is working to complete the grant agreement with the Department of Justice and draft the Memorandum of Understanding between the City and LKSD that describes how the grant administration duties will be handled.



## **Purchasing Agent Duties**

### AP Triton

I continue my work on the AP Triton contract so that the City can purchase financial services that result in the City receiving Medicaid reimbursements for ambulance transports.

### CDWG

I continue to work on approval of a joint purchase arrangement with CDWG for the purchase of computer hardware.

## **Administrative Duties**

I produced a procedure on how Budget Modifications are produced, reviewed, and submitted to the City Clerk's Office for inclusion on council agendas and in packets.

I continue to serve as Recorder and Ex-Officio for the Community Action Grant Technical Review Board. I prepare agendas, packets, minutes, status report on all CAG awards given out, update the amount of money available for distribution, and facilitate the meetings. Four new applications for funding were reviewed at the November 19, 2019 meeting. The CAG Review Board will make their final funding recommendation for this round at their December 2, 2019 meeting.

I am in the process of reviewing drafts of the Long Range Transportation Plan and the Rate Study for Blue Sky Subdivision.



## **City of Bethel Grant Summary Fiscal Year 2020**

### **Preparing**

| <b>Sponsor</b>                                       | <b>Name</b>                             | <b>Products/Services</b>                                  | <b>City Depts. (Partners)</b> | <b>Date</b>    | <b>\$ Grant<br/>\$ City Match</b> |
|------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------|-------------------------------|----------------|-----------------------------------|
| Rasmuson Foundation                                  | Tier 1 Grant                            | Feasibility Study to construct a gym to YK Fitness Center | Public Works                  | July 2020      | \$25,000<br>0                     |
| Bethel Community Services Foundation                 | Community Grant                         | Feasibility Study to construct a gym to YK Fitness Center | Public Works                  | July 2020      | \$15,000<br>0                     |
| 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<br>\$306,000         |

| Submitted in Fiscal Year 2020                             |                                                                   |                                                                                                                            |              |          | Most recent first              |
|-----------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------|----------|--------------------------------|
| Sponsor                                                   | Name                                                              | Products/Services                                                                                                          | City Depts.  | Date     | \$ Grant<br>\$ Match           |
| AK Dept. of Transportation                                | Statewide Transportation Improvement Project Nomination 2020-2023 | Akakeek, Ptarmigan, Delapp Streets Heavy Use Road Improvement Project                                                      | Public Works | 9/15/19  | \$3,034,424<br>\$494,886       |
| Village Safe Water Pgm, Dept of Env. Conservation         | Sewer Lagoon Improvements Grant                                   | New lagoon pump & new skiff with trailer                                                                                   | Public Works | 8/13/19  | \$155,238<br>0                 |
| AK Dept. of Transportation, Transit Division              | Community Transportation Grant                                    | Public transit system operations                                                                                           | Public Works | 12/25/19 | \$316,832<br>\$86,381          |
| Approved in Fiscal Year 2020                              |                                                                   |                                                                                                                            |              |          | Most recent first              |
| Sponsor                                                   | Name                                                              | Products/Services                                                                                                          | City Depts.  | Date     | \$ Grant<br>\$ Match           |
| U.S. Department of Justice, COPS Office                   | School Violence Prevention Program                                | Alert button mobile phone ap, exit door bar alarms, card reader door entry system, controlled front entrance.              | Admin.       | 11/12/19 | \$500,000<br>\$166,667<br>LKSD |
| AK Dept. of Env. Conservation, Village Safe Water Program | Water and Wastewater Program                                      | Design, build, and install two electric panels for City Hall and City Shop & complete current rehab. of Main Lift Station. | Public Works | 8/30/19  | \$279,827                      |
| Alaska Dept. of Health and Social Services                | Community Service Patrol Program                                  | Community Service Patrol Program                                                                                           | Public Works | 7/1/19   | \$323,081<br>\$32,308 in-kind  |
| AK Dept. of Env. Cons, Village Safe Water Pgm.            | Infrastructure Protection Funding                                 | Replace heat trace and/or electric panels on sewer line from Airport to FAA.                                               | Public Works | 7/19/19  | \$137,700<br>\$22,500 in-kind  |
| Alaska Div. of Homeland Security & Emerg. Mgmt.           | State Homeland Security Program Grant                             | Thermal imager & fencing around tank at water treatment plant                                                              | Fire         | 8/19     | \$49,141<br>0                  |
| Total                                                     |                                                                   |                                                                                                                            |              |          | \$1,289,749                    |



## CITY OF BETHEL

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

TO: City Manager  
FROM: Human Resources  
SUBJECT: November 2019 Manager Report

DATE: 27 November 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                    |
| City Attorney   | 1                   | 0                          | 0                          | 1                             | 0                    |
| Police Chief    | 1                   | 1                          | 0                          | 1                             | 1                    |
| Driver Hauled   | 6                   | 0                          | 0                          | 6                             | 0                    |
| Driver-Landfill | 1                   | 0                          | 0                          | 1                             | 0                    |
| Water Operator  | 1                   | 0                          | 0                          | 1                             | 0                    |
| Mech-II         | 1                   | 2                          | 0                          | 1                             | 2                    |
| Acct Spec-I     | 1                   | 1                          | 0                          | 1                             | 1                    |
| <b>TOTALS</b>   | <b>13</b>           | <b>4</b>                   | <b>0</b>                   | <b>13</b>                     | <b>4</b>             |

### Applications and Hiring:

**\*\*Two candidates for Chief of Police were selected for interview however, declined to return messages for arrangement and were determined to be no longer interested \*\***

HR received a total of 5 **Applications** in November

*From those 5 Applicants:*

One pre-employment screening was conducted for a Mechanic -II. Reporting for duty 3 December 2019.

One return hire was completed for the position of Water Utility Maintenance Spec.

We currently have 8 job positions with a total of 13 openings, with 4 applications under review.

### **BEACON Programs:**

- 1 – Pre-employment BEACON test was conducted during the month of November
- 1 – Non-Dot accident related BEACON test was conducted

### **Reports of Injury:**

There was five reports of injury (bodily fluid), all related to a combative subject during the affecting of an arrest by BPD.

### **Administrative Actions:**

Multiple routine PAR actions were executed.

Multiple yearly performance evaluations were submitted and processed.

### **Employee related announcements:**

**None**

### **Training, Conferences and Seminars:**

None

James P. Harris  
Human Resources Manager

*“Deep Sea and Transportation Center of the Kuskokwim”*

# **Memorandum**

**Date:** December 1, 2019  
**To:** Bill Howell, Acting City Manager  
**From:** Bo Foley, IT Director  
**Subject:** IT Director's Report

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## **November 2019 Current Events**

- **Vacation Begins:**

I will be leaving towards the latter portion of November on a vacation out of the country to visit friends and family. I expect to be gone until after the New Year. In my stead, Arctic IT can be contacted for most problems that can be solved remotely. I'm scheduling an Arctic IT onsite visit halfway through my vacation so that any matters needing a person to physically do something in order to resolve the issue can be done. I will be wholly unreachable by any means other than email and due to the timezone differences, any responses to email will be delayed by a workday at the very least.

- **Eforce Software Slowdown:**

In working with eForce technical support in tandem with ArcticIT, we feel this issue has been resolved as there hasn't been any further complaint on this from the Police dept. the entire month.

- **City of Bethel Hardware Rotation:**

Equipment purchased for the City's hardware rotation has started arriving in stages. Originally, I had planned to have Arctic IT handle the rotation during my absence, but I recently decided against that. There are a lot of small nuances to getting each department up and running as far as their software needs and I just felt it would be more efficient to push the rotation until after my return so that I wouldn't need to schedule two trips for Arctic IT's assistance with this if anything were missed.

- **Cyber Security Training Course:**

Thanks to funds procured by the Grant Manager, I was able to complete a Security+ training course, which helped give me further insight into Cyber Security matters and the means by which potential attackers might attempt to breach the City's defenses.

- **Xpress Billpay Communication Problem:**

I am tremendously pleased to report that this issue from the previous month was resolved. Arctic IT worked in tandem with Xpress Billpay to get the security configurations in place so that we are no longer receiving errors when trying to process online payments to Xpress Billpay.

## **Memorandum**

**Date:** December 1, 2019

**To:** Bill Howell, Acting City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report



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- **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, cellphone replacement, missing network drives, login problems, etc.

### **Future Plans**

- **Hardware Rotation:**

As was mentioned above, my immediate plans for my return are to handle the City's computer rotation. Two computers at the YK Fitness Center went down and so I had to deploy two of the new computers early so that those two staff members would be set during my time away. They have expressed positive feedback regarding the new machines so I am excited to get the rest deployed once I return.



To: Bill Howell, Acting City Manager  
From: Ted Meyer, Planner  
Subject: November Manager's Report  
Date: December 1, 2019

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## **SUBDIVISIONS**

### **Blue Sky Subdivision**

Nothing to report this month.

### **ONC Ciulllkulek Subdivision**

Nothing to report this month.

## **SITE PLAN PERMITS**

Two site plan permit applications were approved during the month of November.

## **CODE ENFORCEMENT**

Staff continues to work with the attorney on multiple code enforcement issues.

## **CONDITIONAL USE PERMIT**

Staff is currently processing a Conditional Use Permit application for the December 12 Planning Commission hearing.

## **US ARMY CORPS OF ENGINEERS VISIT TO BETHEL**

Staff has been coordinating with the Corps by researching and calculating data regarding approved Site Plan Permits for construction projects in the tundra over the last three years. The Corps will use this data to evaluate this program. Corps staff will visit Bethel on January 9 to meet with staff and discuss the program at the Planning Commission meeting.

# **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: November 2019 Managers Report

- **Small Boat Harbor**

- Cleaning around the Harbor using Loader
- Looked into screw jacks to level approaches for floats
- Put warning signs on 38 vehicles in harbor parking lot, 9 are remaining
- Pulled out remainder of boats from the embankments to put into storage along with Beach 2
- Marked all floats that need repairs

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

- Customers in and out of the Dock.
- All barges and vessels were pulled out of water during freeze up, boarded up for winter
- Reorganized all heavy duty parking and plowed City Dock Yard
- Cleaned up Petro Port yard and building
- Fueled up all heaters in Petro Port and Slough shop to keep heavy equipment warm

- **Port Office**

- Property Maintenance checking on building daily.
- Ordered office furniture
- Mounted new flag poles, holders, and spotlights for flags.

- **Admin**

- Monthly Storage billing for customers.
- Getting together with departments for a surplus sale.
- Training City Dock Attendants in heavy equipment.

- **Seawall**

- Consistent clean up.
- Removed all life rings from along Seawall
- Port Attendants checking on lower access daily
- Removal of trees with the flail mower on Lower Access Road (ordered more blades for the flail mower)
- Drove over trees on Lower Access Road with dozer

- **Misc.**

- Studded Tires and tracks on Heavy Equipment (Loader and Mini Excavator)
- Inventory of tools, cleaning supplies, etc. in office and shops.
- Organized Slough shop, tool connex, and Petro Port



William Arnold, Public Works Director  
1155 Ridgecrest Drive  
PO Box 1388 Bethel, AK 99559  
P: (907) 543-3110  
F: (907) 543-2046  
warnold@cityofbethel.net

## **MEMORANDUM**

**DATE:** 11.30.2019  
**TO:** Bill Howell, Acting City Manager  
**FROM:** Bill Arnold, Public Works Director  
**SUBJECT:** Manager's Report – Public Works Department

### **Programs/Divisions**

#### **Hauled Utilities:**

Hello, we continue to meet and sometimes exceed the needs of this community, despite the challenging staff issues. All but one truck is up and running thanks to V&E working hard on the many projects. We continue to streamline our SOP and enact new habits.

#### **Utility Maintenance:**

11 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
- Clean up and organization of shops and vehicles.
- 11 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.
- Glycol arrived and we began putting it in storage.
- Daily safety meetings.
- 3 Residential freeze-ups in City Sub. 255, 257, 217. All 3 were off mainline. (Home owner responsibility)
- Replaced multiple residential glycol and water circulating pumps.
- Sewer clean-out cap on highway leaking. Repaired.
- Vehicle struck sewer line on side of highway near Bill's Meats. No substantial, service interrupting damage.
- Caleb Sleppy sent to Fairbanks for Water Treatment class.
- Collaborating with TechPro and Inlet Mechanical on lift station upgrades.
- Delapp Rd. culvert and carrier raised and sewer flow restored.
- 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.

## **Property Maintenance:**

- PW Building
  - Fire sprinkling system NOT in operation. Dry line system was charged with water and leaks developed. Frontier Fire contractors inspected damage and is providing quotation/estimation to repair system. Also a compressor will need to be ordered to replace the failed dry system failure currently in place.
  - South Bay entrance closed. NO USE. Serious problems exist within the flooring. PW building floor and foundation are experiencing issues. During an inspection, building maintenance discovered broken joists, brackets, support flooring and gusset beams and substantial wood rot. Engineering firm completed an inspection of the building and has provided a preliminary memo summarizing the findings that will be outlined in greater detail on the engineering report. In the meantime a section of the South Bay has been closed to use until a remedy plan can be developed.
  - Both used/waste oil burners received general maintenance. Both in good operation and providing heat.
  - Filtered 10 drums of waste oil to be used in used/waste oil furnace systems.
  - Replaced thermostat on North Side shop bay. Short in circuit caused modine heaters to run constantly regardless of calls for heat.
  - Changed filters in building air handler system.
  - Repaired leak in hauled services single person bathroom.
  - Repaired door jam and hinges in hauled services bathroom.
  - Unclogged and jet flushed main shop bathroom urinals
  - Repaired leak in Admin bathroom, cut dry wall section out and replaced
  - Repaired fuel pump circuit and emergency shutoff that was destroyed by vandalism
  - Front public stairs and rear employee stair cases shifting causing a steeper angle as well as larger top/bottom steps rise. This work will have to be completed next year or when time permits.
- City Hall
  - Temporary parking lines were painted to determine functional layout for permanent painting of parking, loading and unloading, fire line and handicap markings/lines. Weather set in before permanent painted lines could be laid. Paint and paint machine has been returned to Anchorage until next year. Road paint stored away until next year.
  - Window closures on most windows throughout the building are non-operational and will need to be replaced. Quotation requested for the correct arm length for closure on special order. Lumberyard not able to supply the correct length.
  - Boiler general preventative maintenance service complete.
  - Complete cleaning of oil furnace performed.
  - Air furnace needs cleaned and tune up when time permits.
  - Added glycol to the City hall system.
  - Air trap auto vents (vacuum breaks) installed in high points between City Clerk office and HR office to prevent air lock in that area. Have had issues with air trapping in the lines causing a “No heat” situation for those offices.
  - Troubleshoot back door opening issue to find the striker plate and locking mechanism

- were off center by a small amount. Repaired. Door in normal operation.
  - Troubleshooting low heat situation in Attorney's office. Suspect a bad zone valve or transformer.
  - Un-clogged finance toilet.
  - Leak in roof near front office during high winds resulted in water traveling down external wall into the office floor of the new gal (sorry I don't know your name or title)
- Court House
  - **Dry Sprinkler System:**
    - Dry system is in NORMAL operation minus ONE isolated sprinkler head located on the outside of the building to the left of the front main entrance. Frontier Fire Contractor inspected the damage and is providing estimate to make system in full working order again.
    - The dry system has a small leak in the 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 Fall/Winter 2019 by a contracted service. Pressures checked daily.
    - Frontier Fire contractor arrived to complete onsite inspection and recommend repair. Contractor will be providing an estimation and quotation for repair.
- Port Office Building
  - The aircon in the server room is non-operational. Original installer contacted about warranty work to the system. Eric Middlebrook (Local HVAC contractor) has been contacted by original installer to complete the work. TBD as of result of work.
- Port Dock Warehouse Building
  - Roll up Door on East side was accidentally destroyed by a customer who drove into the door. Driver provided insurance information. Materials to repair were ordered and contractor technician arrived in Bethel to complete the work. Payment for the damage will need to be coordinated with the financial department or Port Department. I am unsure of the status of this invoice/billing.
- Old "Bus Barn" Warehouse Building
  - The foundation is failing
  - Man door is no longer accessible as the floor and door jam are being severely affected by the foundation movement.
- Log Cabin
  - No new updates. Building is in NON USE status. Water disconnected.
  - Fuel tank now empty (Boiler used remaining fuel) and is not on refill schedule with Delta Western.
  - Boiler has been de-energized.
  - Non-essential circuits in building have been turned off.
  - Graffiti and vandalism are a continuing constant problem.

- Kids consistently climb the building to get on the roof.
- Foundation has settled enough that the entrance closest to the ONC multipurpose building is jammed itself and will not operate.
- YKFC - Pool
  - Both Boilers in good working condition. Minor adjustments being made now to have similar cycles per day on each. COB maintenance checks on these boilers daily now as part of our normal rounds.
  - Reports of roofing materials flapping freely in the wind. Area inspected. This is part of the warranty issues that need to be handled by administration level from original installer.
  - Roof leaking during rain and wind. This is a recurring issue and needs to be address by city leadership and the original installers/constructors. Stacey Reardon has videos and photos to show the problem. Bill Arnold has been notified, PnR committee has been informed. **IT IS NOT CONDENSATION DRIPPING FROM THE CEILING.** The locations of the leaks are consistent dependent on wind direction, speed and rain level. Multiple reports of this issue during this month.
  - Fire detection and monitoring system wet into trouble alarm from water that shorted out a strobe horn combo in the gym area. Frontier fire will be in Bethel 1<sup>st</sup> week of December to replace the device with addition of modification to prevent water from entering the device again.
  - Changed Air handler filters. Ordered new set for next replacement plus one set for on hand inventory.
  - Troubleshooting low temperatures for in floor heated areas. Suspect a failing control valve. Building Automated system manages these devices and monitors set points vs actual temps to control. With the BAS being out of contract, there is no one to assist in unlocking sections of BAS to make adjustments within the BAS. Pool manager expressed this may be an issue.
- 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.
    - This has been addressed multiple times including with the original installer but continues to occur.
    - We've had the electrical contractor troubleshoot. No discrepancies found. Perhaps the original ONSITE GEN contractor will need to be involved.
    - VnE department has been made aware and is also assists in troubleshooting.
  - Boiler #2 (Right side) had a firomatic valve failure and went into lock out from lack of fuel flow. This is a fire prevention device and can be replaced. They are known to fail/close occasionally. Firomatic valve has been replaced ad Boiler #2 back in normal operation.
  - Unclogged 3<sup>rd</sup> floor toilet.
- Fire Department

- BFD front entry replacement project in progress. Ordered materials needed to have adequate fall protection between the banister uprights. Will finish when weather permits.
- Replaced Air trap auto vents (vacuum breaks) on both boilers. Both showed signs of failure and were leaking.
- Boiler #1 non-operational. Troubleshooting and parts are on order with North Coast electric.
- Flashing where boiler exhaust passes through ceiling to outside rook inside the hose tower reported.
- Bethel Heights Water plant
  - Both Main boilers are online and operating for winter. Minor service needed. Small boiler placed in off status for winter
  - Pressure vessel failed and would not allow for fluid heat expansion. Isolated from the system. Utilizing two other expansion tanks that are part of the system.
  - Latching mechanism for double doors on Southside failed. Removed failed hardware and replaced. Cleaned working components. Adjusted door frame as well.
- City Sub Water Plant
  - Minor adjustments and repairs being made to the A and B loop glycol line returns and supply. Pump boiler pressures up with additional glycol and brought boilers to online/operational status for winter.
  - TecPro is working in the building on a contracted job.
  - Pressure vessel showed signs of failing (water logged) added air pressure to vessel and it began working as intended. Possible issue is inaccurate air pressure gauge.
- Dog Pound building
  - Replaced failed AMTROL pressure vessel. Boiler back in normal operation, building remaining heated.
- Teen Center
  - Added glycol to boiler system for City Sub water line heat.
  - Removed old refrigerator from premises to the dump.
  - Replaced several bulbs.
  - Repaired a damaged sink and vanity.
- Senior Center
  - All three boilers in good working order. Weekly rounds of the building in place.
  - Reports of children gaining access to the building has become more prevalent. Evidence of kids playing around, under and on top of the building is present but not inside.
- Airport Lift Station
  - Boilers were found in lockout. Troubleshot issue and found the main fuel tank outside was empty. Contacted Delta Western to refill. Source of issue is the clock on the outside tank is not operating correctly causing fuel driver to believe the tank did not need filling. Once tank was filled, purged boiler fuel lines of air and all three boilers



are back in normal operation. These boilers are critical to keeping heat in the sewer lines that run alongside of the highway.

## **Parks and Recreation:**

- Parks and Rec in General
  - Park and Rec activities as a majority ceased Oct 1<sup>st</sup>.
  - No employees for Parks and Rec.
  - When maintenance staff are available rounds of the parks are being conducted.
    - Identified problems and needs for repairs will be prioritized accordingly and done if possible.
  - Same as above for boardwalks.
- Projects to be considered for next spring/summer
  - All play parks
    - General maintenance and grounds upkeep
    - Trashcan repair/replacement
    - Ground cover/chips upkeep has been halted for winter also out of chips.
    - Equipment repair and maintenance
  - Pinky's Park
    - Potential Softball field refurbish/re-sod/re-seed in discussion
    - Potential dugout repairs, repaint
    - Bleacher maintenance
  - Soccer Sports Field
    - Additional Hydro Seed and ground aerate
    - Bike Rack install
    - Build and place information bulletin stand at location
    - Nets install to goal posts.
    - Funding for permanent fencing. Quotations received for two options. Shipping costs equal or greater to the materials cost.
  - Airport Cemetery (on Hold status)
    - additional fencing
    - Potential options for hydro seeding
  - Boardwalks
    - Boardwalk lighting project materials order
    - General maintenance and upkeep
    - Vegetation trim back
    - Way finding signage options
    - Leveling boardwalk
    - Board replacement as needed
    - Trash can replacement as needed
    - Benches and sitting areas repairs

## **Road Maintenance:**

Streets and Roads dug up a sewer pipe that has been sinking and leveled it with the 324E excavator that crosses Delapp Street. After that, we hauled in sand to cover and capped it off with D-1 gravel.

Streets and Roads did spend from 11/5/19 – 11/8/19, the four days sanding and scarifying roads with the road sander and grader, due to the rainstorm and thawing. With the roads being so slick, we came in earlier in the morning to sand and scarify the roads in order to fix this as best as we can, before the school bus run.

Streets and Roads did lay down D-1 gravel on the roads during the thaw, when the roads were mucky and would not hold up to grading. We laid gravel on Boat Harbor Road, Avenues, City Sub, BIA Road, Akakeek Street, Ridgecrest Drive, Ptarmigan Street, and Tundra Ridge.

Streets and Roads also hauled road sand to H-Marker road and on 4<sup>th</sup> Avenue due to the roads freezing up with potholes. We hauled in road sand with three dump trucks from city sand pit and used the grader to make the roads smoother for traffic.

## **Vehicles and Equipment:**

Fixed lots of stuff. Sander body on the way.

## **Transit System:**

Currently we are operating one bus route during the week and one on Saturday. The **Green Line** runs for 10.5 hours per day, 6:30am to 10:30am and 11:30am to 6:15pm and on Saturday for 4 hours, 9:30am to 11:30pm and 12:30-2:30. The Saturday route is the same as the Green Line route during the week. With ONC's purchase of senior and caregivers monthly passes the ridership is up considerably. We are averaging 100-120 rides a day. November 15 was one of our best days we had 153 riders. Bus revenue is up also, in FY18, our revenue, bus fares, was \$33,000+ and in FY 19 it was \$41,000+.

John Sargent, City Grant Manager, and I will be submitting the FY 2021 Transit Grant to the City Council for their approval and we will be requesting the purchase a new bus. My concern is that the two older buses, bus 438, purchased in 2008, 126,000+ miles and Bus 439, purchase October 2012, 149,000+ miles, have reached their usefulness. I think the City's match for the new bus is in the neighborhood of \$8,000 and it might be the way to go. The State's guidelines are that buses that are over 7 years old and/or have in excess of 200,000 should be replaced, however in the past DOT has taken into consideration the road conditions here and have approved the purchase of a new bus before the guidelines.

Having the Transit Bus Barn is a GREAT asset when the temperatures drop below zero and the wind, which is often, is blowing 10-25 mph, getting the bus on the road in the morning makes a big difference. Having the buses stored inside, at night, it is still difficult to keep them warm during the day.

## **Landfill / Recycle Center:**

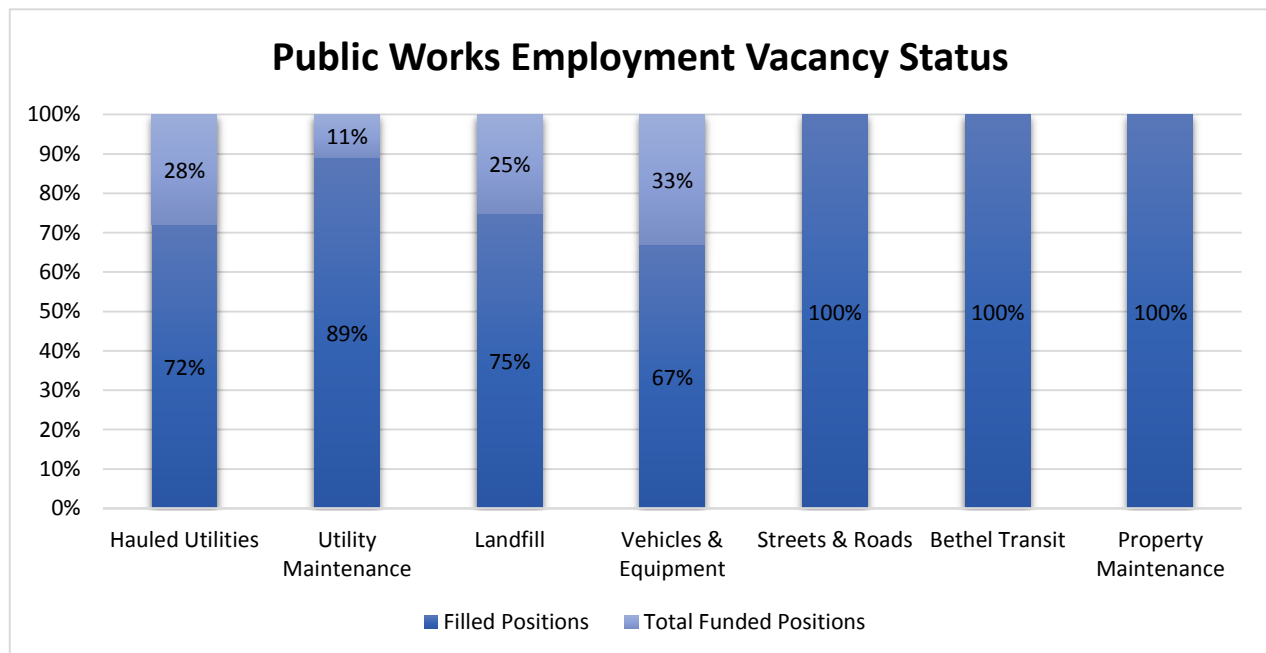
The landfill has been busy this month covering trash and fighting with the crummy weather. Streets and Roads has brought up quite a bit of sand for covering and to build up the salt sand pile. We have removed bad dumpsters and replaced them with new ones. We are glad more new dumpsters are coming in the spring because all the ones from last spring are being used.

## Water Plant Operations:

- Bethel Heights Water plant
    - Both Main boilers are online and operating for winter. Small boiler placed in off status for winter.
- 10 Lead and Cooper samples sent to SGS Lab all passed testing.
- City Sub Water Plant
    - Minor adjustments and repairs being made to the A and B loop glycol line returns and supply. Pump boiler pressures up with additional glycol and brought boilers to online/operational status for winter.
    - TecPro has set up workspace in CSWRP, to work on the flow -meter/SCADA tower comm project and is currently working on conduits. Also using space to storage for the city lift station project.

**Institutional Corridor Update:** No new service connections

## Staffing Issues/Concerns/Training:



| Department                    | Hauled Utilities | Utility Maintenance | Landfill | Vehicles & Equipment | Streets & Roads | Bethel Transit | Property Maintenance |
|-------------------------------|------------------|---------------------|----------|----------------------|-----------------|----------------|----------------------|
| <b>Filled Positions</b>       | 13               | 8                   | 3        | 4                    | 5               | 3              | 5                    |
| <b>Total Funded Positions</b> | 18               | 9                   | 4        | 6                    | 5               | 3              | 5                    |

## City of Bethel Police Department

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### November, 2019 Monthly Report

#### Personnel:

Our new recruit who attended Department of Public Safety Academy in Sitka, Alaska is now graduated and has begun his field training. I flew to Sitka, Alaska to attend the graduation and it was wonderful to see one of our locals become a certified Police Officer. Our dispatcher who was in field training is now on her own and doing great. We have two lateral officers who will be joining our team. One of our Investigators has filled the WAANT Investigator position, so we now have an Investigator position back open. The Bethel Police Department is now fully staffed besides one Investigations position, which we have an internal interest for the position.

All administrative, CSO, CSP, and dispatch positions are fully staffed.

#### Operations:

There were approximately 1,303 calls for service the month of November, a decrease of approximately 257 cases from October and an increase of approximately 56 cases from the same period in 2018. The number of calls requiring investigative reports was at 127, an increase of 24 from October and an increase of 45 from 2018. There were 258 intoxicated pedestrian calls compared to 442 for the same period last year. The number of domestic violence arrests was 38 this month compared to 46 for the same period in 2018 and 32 in October.

There were 8 DUI arrests compared to 3 for the same period last year and 3 arrests in October. There was 1 death investigations in November, compared to 0 for the same period last year.

**Animal Control:**

There were 57 animal control calls for service for the month with no reported dog bites. Our CSOs work closely with Bethel Friends of Canine to take care of the pound. Bethel Friends of Canine are doing a great job getting the animals into foster homes or adopted out. We appreciate the assistance we are getting from Bethel Friends of Canine.

# City of Bethel, Alaska

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## City Clerk's Office

### Council Regular Meetings

December 10, 2019 Regular City Council Meeting

December 17, 2019 Special City Council Meeting/Training

### City Manager/City Attorney Recruitment Process

We have 12 city manager applicants and two city attorney applicant as of November 29<sup>th</sup>, the closing date for applications. GovHR will be reviewing the applications and interviewing the candidates and will present to the Council the candidate lists on December 17<sup>th</sup> at a special meeting.

### Committees and Commissions

We have seven committee/commission term expirations this year. We have reached out to those members to encourage them to reapply.

We are putting together our committee/commission volunteer appreciations.

The Office will be providing Recorder/Ex Officio training to City staff in January. We had planned to provide the training in December but there will be four Ex Officio members out of the office much of the month of December.

Following the New Year we will be getting a schedule together for committee/commission trainings.

### Misc.

- Prepared a resolution to authorize the City's participation on the Intergovernmental Remote Seller Sales Tax Agreement. The Resolution was sent to the Finance Department and the City Manager for review. It was my hope to get support from the Finance Department and Administration prior to bringing it to Council, full support by Administration has not yet been obtained.
- Provided recommended changes to Alcohol Use Tax vendor letter from the Finance Department.
- Researching the Sister City Program at the request of Council Member Springer.
- Preparing training information for City Council.
- Reviewed and provided suggested amendments to the Purchase/Sale Agreement for 781 3<sup>rd</sup>.
- Finalizing the required three knowledge transfer papers for Master Municipal Clerk Program.
- Prepared certificates for attendance to the AAMC conference attendees.
- The City Clerk is working through the annual passport acceptance training which typically takes about four hours to complete. The City Clerk is the only acceptance agent in the region.
- Beginning to outline budget needs for the next fiscal year.
- Researched attorneys files for actions against a business on sales tax delinquencies.
- Initiating a draft ordinance to remove the Board of Adjustment appeal body at the recommendation of representing attorney.
- Reviewing options for Council's consideration to continue to capture funds for CAG Program.
- Putting travel expense reports together for AML conference travel.
- Provided final notice to families who have not made attempts to pay their burial reservations fees. If a payment schedule isn't attempted by December 31<sup>st</sup> the City Clerk's Office will release the reserved plots back to the public. Notices of this action were provided in writing in April and followed up by email/phone call in October.

# CITY OF BETHEL

## Notice of Local Option Adoption



On Monday, January 6, 2020, the community of Bethel will fall under the State of Alaska Local Option provisions, prohibiting the sales of alcoholic beverages in Bethel except through a restaurant and eating place license (AS 04.11.491 (a) (2)). This local option change was ratified by the voters on October 1, 2019. What does this mean?

January 5, 2020, is the last day the liquor stores in town will be able to operate.

Legal sales of alcohol in the community will be through licensed restaurants which can only sell beer and wine to their customers.

Bethel residents will be able to import and possess alcoholic beverages. Residents may purchase alcohol by written order from vendors outside of Bethel for shipment to Bethel. Residents may also purchase from outside of Bethel and bring it in as luggage.

### **Importation/Possession Limits**

The limits for importation fall under AS 04.11.010 (no more than 10 ½ liters of distilled spirits, or 24 liters of wine or 12 gallons of malt beverage per person per month).

The possession or importation of amounts greater than the Importation limits listed above, creates a presumption that the individual possessed the alcohol for sale. (AS 04.11.010 (c)).

### **Homebrew**

The prohibition of possession of ingredients for homebrew only applies to dry communities. As long as residents are producing less than the possession limits and are not distributing for sale, or barter, it is legal to brew alcohol for personal use.

### **Labeling Alcohol Purchased from Outside of Bethel**

AS 04.16.125 requires special package for alcoholic beverages if the shipment is more than two liters of wine, one gallon of malt beverages, or one liter of distilled spirits. The container holding the alcohol must be clearly labeled as alcoholic beverages with at least two inch high letters, and an itemized invoice must be attached to the outside of the shipping container.

### **Violation Changes if Convicted**

| Alaska Statutes | Offence                                                                                                                             | Violation When in Local Option | Violation not in Local Option |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------|
| 04.11.010       | Manufacture, sell, offer for sale, possess for sale or barter, traffic in, or barter alcohol. <i>Commonly known as bootlegging.</i> | Class C Felony                 | Class A Misdemeanor           |
| 04.16.051       | Furnishing/Delivery of alcoholic beverages to a person under the age of 21.                                                         | Class C Felony                 | Class A Misdemeanor           |