City of Bethel

P.O. BOX 1388
Bethel, Alaska 99559
Phone: 907- 543-2047
Fax: 907-543-3781

Regular City Council Meeting
June 10, 2014
6:30 P.M.
Council Chambers; Bethel, Alaska

City Council Meeting Agenda
Regularly Scheduled Meeting
June 10, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

Joseph Klejka
Mayor
Term Expires 2014
543-2984
jklejka@cityofbethel.net

Rick Robb
Vice Mayor
Term Expires 2015
543-1879
rrobb@cityofbethel.net

Mark Springer
Council Member
Term Expires 2015
545-1450
mspringer@cityofbethel.net

Eric Whitney
Council Member
Term Expires 2014
545-1309
ewhitney@cityofbethel.net

Sharon Sigmon
Council Member
Term Expires 2014
543-3452
ssigmon@cityofbethel.net

Heather Pike
Council Member
Term Expires 2015
444-7811
hpike@cityofbethel.net

Leif Albertson
Council Member
Term Expires 2015
543-2819
lalbertson@cityofbethel.net

Pete Williams
Acting City Manager
543-2047
pwilliams@cityofbethel.net

Lori Strickler
City Clerk
543-1384
lstrickler@cityofbethel.net

Patty Burley
City Attorney

Paul Richards
Lobbyist
pmrichards@gci.net

I. CALL TO ORDER
II. PLEDGE OF ALLEGIANCE
III. ROLL CALL
IV. PEOPLE TO BE HEARD – Five minutes per person
V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA
VI. APPROVAL OF MEETING MINUTES

a) *5-20-2014 Special City Council Meeting
b) *5-21-2014 Special City Council Meeting
c) *5-22-2014 Special City Council Meeting
d) *5-27-2014 Regular City Council Meeting
e) *5-28-2014 Special City Council Meeting
f) *5-29-2014 Special City Council Meeting

VII. REPORTS OF STANDING COMMITTEES

a) Public Safety and Transportation Commission
b) Port Commission
c) Planning Commission
d) Parks and Recreation Committee
e) Finance Committee
f) Public Works Committee
g) Energy Committee

VIII. SPECIAL ORDER OF BUSINESS

a) Appeal Hearing: Nathanial Herz, Appealing The Decision Of The City Clerk In The Denial Of A Public Request For Information Release Of "Any reports or work products provided to the city by Mr. Gatti, or his office." (Mayor Klejka)

IX. UNFINISHED BUSINESS

a) Public Hearing Of Ordinance 14-12: Amending Bethel Municipal Code Chapter 13.16 Utility Rates (City Council)
b) Public Hearing Of Ordinance 14-15: Amending Bethel Municipal Code 3.04.010 Personnel Rules And Regulations, Definitions, And 3.64.050, Special Provisions, Employment Of Relatives (Vice-Mayor Robb)

X. NEW BUSINESS

a) AM 14:42- Directing Administration To Renegotiate The Water Rate Contract With Northern Lights Water Products, Inc. For $0.04 Per Gallon As Opposed To $0.03 Per Gallon (Mayor Klejka)
b) City Of Bethel Lease Agreement With The State Of Alaska Court System (Mayor Klejka)
c) City Of Bethel Lease Agreement With Any Company Not Current On The Lease Payments (Mayor Klejka)

Original Agenda posted on June 4, 2014, at City Hall, AC Co., Swansons, and the Post Office.

_____
Lori Strickler, City Clerk's Office
(Items on the agenda noted with an asterisk (*) are considered the consent agenda.
All Resolutions noted with an asterisk (*****) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.
Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing June 24, 2014**)

City Council Meeting Agenda
Regularly Scheduled Meeting
June 10, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

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mspringer@cityofbethel.net

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Council Member
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ewhitney@cityofbethel.net

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Council Member
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pmrichards@gci.net

d) City Of Bethel/ONC Senior Center Memorandum Of Agreement -Building (Acting City Manager Williams)

e) *Approval Of Administrative Leave For The Acting City Manager June 12, 2014 (Acting City Manager Williams)

f) Interim City Manager Contract (Vice-Mayor Robb)

XI. MAYOR'S REPORT

XII. MANAGER'S REPORT

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

XV. EXECUTIVE SESSION

a) AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/Potential Litigation Regarding The Investigation Of Administrative And Personnel Matters As Authorized By The City Council, February 11, 2014 And Appeal Of The City Clerk's Office Decision On The Denial Of Public Records Request (Vice-Mayor Robb)

b) Alaska Statutes Title 44 -Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- City Of Bethel vs Hoffman Fuel, Case Number 4BE-09-457CI (Acting City Manager Williams)

XVI. ADJOURNMENT

Original Agenda posted on June 4, 2014, at City Hall, AC Co., Swansons, and the Post Office.

_____
Lori Strickler, City Clerk's Office

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All Resolutions noted with an asterisk (*****) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.
Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing June 24, 2014**)

Approval of the Minutes

City Council Meeting
City of Bethel, Alaska
Special Meeting
May 20, 2014

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 20, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

Mayor Klejka called the meeting to order at 6:30pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present: Council Member Joseph Klejka, Council Member Rick Robb, Council Member Eric Whitney, Council Member Heather Pike, Council Member Leif Albertson (arrive after roll call)

Members Absent were:
Council Member Mark Springer, Council Member Sharon Sigmon,

Also in attendance were the following:
City Clerk Lori Strickler, Acting City Manager Pete Williams

IV. PEOPLE TO BE HEARD

No one wished to be heard.

V. APPROVAL OF THE AGENDA

Main Motion:	To approve the Agenda.
Moved by:	Pike
Seconded by:	Robb
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Whitney, Albertson and Pike
Opposed:	None

VI. UNFINISHED BUSINESS

Subsidiary Motion:	Move into the Committee of the Whole.
Moved by:	Robb
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Whitney, Albertson and Pike
Opposed:	None

Council Member Albertson arrived at 6:33p.

Item A - Public Works-
Administration
Streets and Roads
Property Maintenance

Item B- Port

Item C- Parks and Recreation

Subsidiary Motion:	Move out of a Committee of the Whole.
Moved by:	Pike
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Whitney, Albertson and Pike
Opposed:	None

Council Member Pike declared a conflict of interest because of her significant other works for the Port.

Mayor Klejka ruled Council Member Pike does have a conflict of interest.

Subsidiary Motion:	Move into the Committee of the Whole.
Moved by:	Whitney
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 4-0
In favor:	Klejka, Robb, Whitney and Albertson
Opposed:	None

Subsidiary Motion:	Exit the Committee of the Whole.
Moved by:	Whitney
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Whitney, Pike and Albertson
Opposed:	None

XII. ADJOURNMENT

Main Motion:	Adjourn
Moved by:	Pike
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Whitney, Albertson and Pike
Opposed:	None

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City Council Meeting
City of Bethel, Alaska
Special Meeting
May 21, 2014

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 21, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

Mayor Klejka called the meeting to order at 6:30pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Council Member Joseph Klejka, Council Member Mark Springer, Council Member Rick Robb, Council Member Eric Whitney, Council Member Leif Albertson, Council Member Heather Pike

Members Absent were:
Council Member Sharon Sigmon

Also in attendance were the following:
City Clerk Lori Strickler, Acting City Manager Pete Williams, City Attorney Patty Burley, Representing Attorney Michael Gatti.

IV. PEOPLE TO BE HEARD

No one present to be heard.

V. APPROVAL OF THE AGENDA

Main Motion:	To approve the Agenda.
Moved by:	Robb
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Albertson and Pike
Opposed:	None

Primary Amendment:	Move Executive Session item A to follow the approval of the agenda.
Moved by:	Robb
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Albertson and Pike
Opposed:	None

VI. EXECUTIVE SESSION

Item A- AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/Potential Litigation Regarding The Investigation Of Administrative and Personnel Matters As Authorized By The City Council, February 11, 2014.

Main Motion:	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 Regarding The Investigation Of Administrative and Personnel Matters As Authorized By The City Council, February 11, 2014. Those included in the executive session are the attorneys.
Moved by:	Robb
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Albertson and Pike
Opposed:	None

Council exited executive session at 7:19p.

VII. NEW BUSINESS

Main Motion:	Move into a committee of the whole.
Moved by:	Springer
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Albertson and Pike
Opposed:	None

Item A- Review Interim City Manager Candidates/ Establishing Tentative Interim Interviews And Dates.

Item B -Determination Of Interim City Manager Contract Terms.

Item C- Review And Modification Of City Manager Job Description And Salary Range

Item D- Determination Of Recruitment Process For City Manager

1. In House Recruitment Or Issuance Of Request For Proposal For Third Party Recruitment.
2. Recruitment Schedule.
3. Process For Reviewing And Narrowing Down Applications For Council's Consideration.

Item E -Direction To The City Attorney To Begin Drafting A City Manager Contract For Council's Consideration.

Subsidiary Motion:	Move out of committee of the whole
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Albertson and Pike
Opposed:	None

XII. ADJOURNMENT

Main Motion:	Adjourn
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Albertson and Pike
Opposed:	None

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 22, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

Mayor Klejka called the meeting to order at 6:30pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Council Member Joseph Klejka, Council Member Rick Robb, Council Member Leif Albertson, Council Member Heather Pike and Council Member Eric Whitney (arrived after roll call)

Members Absent were:
Council Member Mark Springer, Council Member Sharon Sigmon

Also in attendance were the following:
City Clerk Lori Strickler, Acting City Manager Pete Williams

IV. PEOPLE TO BE HEARD

No one wished to be heard.

V. APPROVAL OF THE AGENDA

Main Motion:	To approve the Agenda.
Moved by:	Albertson
Seconded by:	Robb
Action:	Motion carried unanimously by a vote of 4-0
In favor:	Klejka, Robb, Albertson and Pike
Opposed:	None

VI. UNFINISHED BUSINESS

Subsidiary Motion:	Move into the Committee of the Whole.
Moved by:	Pike
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 4-0
In favor:	Klejka, Robb, Albertson and Pike
Opposed:	None

Council Member Whitney arrived at 6:35p.

Item A – Fire
Item B – Police
Item C- Administration
Item D- City Clerk
Item E –Planning
Item F –Finance
Item G – Utility Billing
Item H – IT
Item I – Parks and Recreation
Item J- Port
Item K – Legal
Item L- Public Works (all)
Item M – Leased Properties
Item N- Community Services and Transfers
Item O- Budget General Overview

Subsidiary Motion:	Move out of a Committee of the Whole.
Moved by:	Whitney
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Albertson, Whitney and Pike
Opposed:	None

Subsidiary Motion:

Amend the Proposed Budget :

ADMINISTRATION

- *Administration Strike under 10102 Executive Assistant to City manager $63,822 and insert 10101 Human Resources Manager$74,440.*
- *10-501 City Manager salary decrease by $25,000.*
- **** THIS SHOULD INCLUDE ALL NECESSARY MODIFICATIONS FOR BENEFITS.*

- *Insert 10-51-521 Housing Allowances increase by $6,000.*
- *10-51-545 training and travel increase by $4,000.*
- *10-51-669 Other Purchased Services increase by $36,000.*
- *10-51-727 Advertising increase by $2,500.*

City Clerk

- *Decrease 12501 City Clerk's Salary by $2,534*

Police Department

- *Investigative Administrative Sergeant 17102 decrease by $-19,309*
- *Police Sergeant 17104 Refunded at $74,506*
- *Patrol Office unfunded 17121 at $55,197*

Public Works Administration

- *19101 Admin Assistant increase $1,000*

Parks and Recreation

- *10-71-561 Supplies decrease by $2,000*
- *10-71-766 4th of July Games and Activities increase by $2,000*

  18401 Parks and Recreation Director insert 15,999 ($1,001)
- *4H Program Reimbursement – strike $70,600 insert $54,622*

Park Development Fund (26-50)

- *26-50-694 Bike walking paths Insert $73,277*

Port Office Fund

- *Decrease line item 47-50-643 Engineering fees $50,000.*

Fleet Replacement Fund

- *58-50-451 Increase $35,000*
- *58-50-452 Increase $35,000*

Recycling Operations

- *Strike everything except 50-72-621 electricity to $4,000*
- *50-72-623 Heating Fuel to $12,000; Everything but salaries should be removed.*
- *Transfer the 73,760 shall be transferred to the general fund.*

Bethel Heights Water Treatment

- *25107 Water Treatment Operator increase to $36,690.*

City Sub. Water Treatment

- *25107 Water Treatment Operator increase to*

$36,690.

Piped Sewer

- *51-56-669 Other Purchased Service decrease by $10,000*
- *51-56-683 Minor Equipment increase by $35,000*

Vehicle Maintenance 57-50

- *Defund Position 26101, and allocate $56,345 to position 26105 mechanic 2/oiler*

Moved by:	Whitney
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Albertson, Whitney and Pike
Opposed:	None

XII. ADJOURNMENT

Main Motion:	Adjourn
Moved by:	Whitney
Seconded by:	Robb
Action:	All in favor
In favor:	
Opposed:	

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

City Council Meeting
City of Bethel, Alaska
Regular Meeting
May 27, 2014

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on May 27, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

Mayor Klejka called the meeting to order at 6:30pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Council Member Joseph Klejka, Council Member Mark Springer, Council Member Rick Robb, Council Member Eric Whitney, Council Member Leif Albertson, Council Member Heather Pike and Council Member Sharon Sigmon (arrived after roll call).

Also in attendance were the following:
City Clerk Lori Strickler, Acting City Manager Pete Williams, City Attorney Patty Burley

IV. PEOPLE TO BE HEARD

Beverly Hoffman- Spoke in opposition to the firing of former City Manager, Lee Foley. Believe water is a very basic need, the cost of living is very high in Bethel. Hate to see the water rates increase to the point people are not able to afford the service. Suggested, the Council consider metering the water to encourage people to conserve. Believes the tobacco tax could be used to help offset the costs associated with the water and sewer rate deficiencies.

Council Member Sigmon arrived at 6:35p.

Gary Vanasse-Supported the increase to the water and sewer rates as proposed. There are factors that are concerning, what are the costs per gallon for the delivered water. The city employees receive a discounted water utility as part of their employment; it seems many city employees are misusing this benefit. Suggested the Council do an estimate on what the costs are associated with the utility benefit to the employees. Ultimately, the public is subsidizing the water and sewer fund for city employees.

Lorin Bradbery- Supported the water and sewer increase however would support a flat rate increase as opposed to the proposed rates as provided in the ordinance.

Agatha Erickson- Came to introduce herself as the Rural Director for Mark Begich. The Office will be opening a full time campaign office here in the delta. There will be a grand office opening this Friday at the old pre-maternal home.

Cezary Maczynski- Spoke in opposition to the continued increases to the people. Would support the concept of a liquor store in the community which would help increase revenues.

David Trantham – As a representative of the Bethel Alaska Territorial Memorial Guard Park Committee, informed the Council of a grant for $140,000 was submitted to the Committee through the City of Bethel. The Committee was provided a contract for the distribution of the funds; since, the Committee was informed that they are required to follow the City's procurement processes. If the City is requiring this, the City would need to renegotiate the contract. It is important to the Committee that they follow the rules.

Ted Simmons – There have been three different filtration systems installed in his home since 1981 and they are still not able to keep up with the amount of debris coming from the piped system. Want to make sure the rate increases are fare and across the board, does not believe any one person should pay more based off of the location they live.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion:	To approve the Consent and Regular Agenda.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried by a vote of 6-1
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Pike and Albertson
Opposed:	None

Removal from the Consent:	Resolution 14-10.
Moved by:	Springer

Removal from the Consent:	Introduction of Ordinance 14-15.
Moved by:	Robb

Main Motion:	Move AM 14-41 to follow Special Order of Business.
Moved by:	Robb
Seconded by:	Springer
Action:	Motion carried by a vote of 6-1
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	Pike

VI. APPROVAL OF THE MEETING MINUTES

Item A - 5-8-2014 Special City Council Meeting
Pass on the consent agenda.

Item B - 5-12-2014 Special City Council Meeting
Pass on the consent agenda.

Item C - 5-13-2014 Regular City Council Meeting
Pass on the consent agenda.

Item D - 5-15-2014 Special City Council Meeting
Pass on the consent agenda.

Item E - 5-19-2014 Special City Council Meeting
Pass on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Item A - Port Commission –
Pete Williams, Port Director-
Received bids on the Request for Proposals for the Boat Harbor.
The Port cameras are down for a short time due to technical difficulties.

Item B - Planning Commission –
Heather Pike, Council Representative-
A meeting has not been held due to a lack of a quorum. The next special meeting will be a June 2, 2014.

Item C - Public Safety and Transportation Commission-
Sharon Sigmon, Council Representative-
A meeting has not been held. The next meeting will be held on September 2, 2014.

Item D - Energy Committee –
Richard Robb, Committee Representative-

A quorum of the body was not established at their last meeting.

Item E - Public Works Committee-
Joseph Klejka, Council Representative-
The Committee took a tour of the Pool facility.
Discussing the lagoon issues and looking for funding options to correct the issues.

Item F - Finance Committee-
Hansel Mathlaw, Finance Director –
No information to provide.

Item G - Parks and Recreations Committee-
Ronda Sargent, Parks and Recreation Director-
The Committee will be holding a special meeting to determine the winner of the Clean up Green up Challenge.

VIII. SPECIAL ORDERS OF BUSINESS

Item A- Review Of The Water And Sewer Rate Study From April 2013, Kurt Playstead, CH2MHILL.

Main Motion:	Move into Committee of the Whole
Moved by:	Pike
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Main Motion:	Move out of Committee of the Whole
Moved by:	Pike
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Main Motion:	Take a five minute break.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item B- Appeal Hearing: KYUK Radio, Daysha Eaton, news Director, and Ben Matheson, Reporter; Alaska Public Radio Network, Lori Townsend, News Director; Tundra Drums, Zachariah Bryan, Editor; Delta Discovery, Greg Lincoln, Editor; The Associated Press, Mark Thiessen, Alaska News Editor; The Centrailia Chronical, Stephanie Schendel, Appealing The Decision Of The City Clerk In The Denial Of A Public Request For Information Release Of "Legal review/investigation established 2/11/2014, delivered to City of Bethel 5/2/2014."

Daysha Eaton and John McKay were the selected spokes person for the Appellants.

NEW BUSINESS

Item E- AM 14-41: Approval of The Hiring Of Relative Of The Acting City Manager.

Main Motion:	Approval of AM 14-41.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion failed by a vote of 4-3 (required a super majority)
In favor:	Klejka, Springer, Whitney and Pike
Opposed:	Robb, Sigmon and Albertson

IX. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 14-12: Amending Bethel Municipal Code Chapter 13.16 Utility Rates.

Mayor Klejka opened the Public Hearing of Ordinance 14-12.

Dave Trantham- Suggested the Council consider metering the system. Requested the Council find a solution that will be the best for everyone.

Mayor Klejka closed the Public Hearing of Ordinance 14-12.

Main Motion:	Adopt Ordinance 14-12.
Moved by:	Pike
Seconded by:	Whitney
Action:	Postponed.

Subsidiary Motion:	Move into a committee of the whole.

Moved by:	Pike
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Main Motion: Move out of committee of the whole.

Moved by:	Whitney
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Main Motion: Postpone.

Moved by:	Whitney
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item B – Public Hearing Of Ordinance 13-12 (g): Budget Modification.

Mayor Klejka opened the Public Hearing of Ordinance 13-12 (g).
No one wished to be heard.
Mayor Klejka closed the Public Hearing of Ordinance 13-12 (g).

Main Motion: Adopt Ordinance 13-12 (g).

Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried by a vote of 5-2
In favor:	Klejka, Springer, Whitney, Albertson and Pike
Opposed:	Robb and Sigmon

Item C – Public Hearing Of Ordinance 14-14: City Of Bethel Fiscal Year 2015 Budget.

Main Motion: Adopt Ordinance 14-14.

Moved by:	Sigmon
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Council Member Springer declared a conflict of interest due to his position with ONC as the Director of the Senior Center.

Mayor Klejka ruled, Council Member Springer does not have a conflict of interest.

Council Member Pike declared a conflict of interest due to her relationship with an employee with the City of Bethel Port.

Mayor Klejka ruled, Council Member Pike does not have a conflict of interest.

Main Motion:	Suspend the rules to hear from Department Heads.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Main Motion:	Line item 18401, 4H Program Reimbursement –City's contribution to Director's salary/benefits to strike $54,266 and insert $54,622 and increase he inner fund transfer line 490 by $356.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

X. NEW BUSINESS

Item A – Resolution 14-10: Endorsing Proposed Projects At The Bethel Airport Through The Department Of Transportation And Public Facilities.

Main Motion:	Adopt Ordinance 14-10.
Moved by:	Springer
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item B – Introduction Of Ordinance 14-15: Amending Bethel Municipal Code 3.04.010 Personnel Rules And Regulations, Definitions, And 3.64.050, Special Provisions, Employment Of Relatives.

Main Motion:	Introduce Ordinance 14-15.
Moved by:	Robb
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item C – AM 14-39: Appointing Carol Ann Willard To The Finance Committee For A Term Of Three Years.

Passed on the consent agenda.

Item D – AM 14-40: Directing Administration To Draft A Policies and Procedures Manual

Main Motion:	To approve AM 14-40.
Moved by:	Robb
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Main Motion:	Amend to insert "within 45 days of hiring a human resource manager."
Moved by:	Robb
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Main Motion:	Motion to go past 11:00pm.
Moved by:	Robb
Seconded by:	Pike
Action:	Motion carried by a vote of 4-3
In favor:	Klejka, Robb, Whitney and Pike
Opposed:	Springer, Sigmon and Albertson

Item F - Action Plan For Parks And Recreation - Utilization Of The $60,000 Provided In The Parks Development Capital Project Fund, Bike/Walking Paths

Item G - Action Plan For Parks And Recreation Park Maintenance

XII. MAYOR'S REPORT

XIII. MANAGERS REPORT

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Council Member Springer-
Thanked the boys from the McCann Treatment Center for their hard work cleaning up this spring.
Glad to hear there is a new Dental Clinic opening here in Bethel.
Welcomed the attendees of the VPO VPSO Academy.
Cautioned parents; there have been needles found in the community parks.

Council Member Sigmon-
No comment.

Council Member Albertson-
No comment.

Council Member Pike-
The City Attorney has determined there is not a nepotism issue with her being seated on Council while her significant other is employed at the Port.

Mayor Klejka-
Excited about Begich is coming to Bethel this Friday.
The first barge has arrived, signs of summer.
Thanked Pete for all of his hard work.

Council Member Whitney-
People have been working hard to clean up the City Cemetery, appreciate their efforts.

Vice-Mayor Robb-
Wished everyone a happy summer, and safe boating.

Main Motion:	Adjourn
Moved by:	Springer
Seconded by:	Whitney
Action:	Motion failed by a vote of 3-4
In favor:	Springer, Whitney and Sigmon
Opposed:	Klejka, Robb, Albertson and Pike

XVI. EXECUTIVE SESSION

Item A - AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/Potential Litigation Regarding The Investigation Of Administrative and Personnel Matters As Authorized By The City Council, February 11, 2014

Main Motion:	To move into executive session 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 Regarding The Investigation Of Administrative and Personnel Matters As Authorized By The City Council, February 11, 2014
Moved by:	Robb
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Council went back on the record at 11:33p.

Main Motion:	Adjourn
Moved by:	Springer
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

XVII. ADJOURNMENT

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 28, 2014 at 6:00pm, in the council chambers, Bethel, Alaska.

Mayor Klejka called the meeting to order at pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present: Mayor Joseph Klejka, Council Member Mark Springer, Council Member Eric Whitney, Council Member Sharon Sigmon, Council Member Heather Pike and Vice-Mayor Rick Robb

Members Absent were:
Council Member Leif Albertson

Also in attendance were the following:
City Clerk Lori Strickler, Acting City Manager Pete Williams, City Attorney Patty Burley

IV. PEOPLE TO BE HEARD

No one wished to be heard.

V. APPROVAL OF THE AGENDA

Main Motion:	To approve the Agenda.
Moved by:	Sigmon
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Whitney, Robb, Sigmon and Pike
Opposed:	None

VI. NEW BUSINESS

Item A – Review Of Interim City Manager Resumes

Item B- Review of Interim City Manager Questions

Item C- Interim City Manager Interviews

Candidate Number 1
Candidate Number 4
Candidate Number 3

XII. ADJOURNMENT

Main Motion:	To adjourn
Moved by:	Whitney
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Whitney, Robb, Sigmon and Pike
Opposed:	None

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 29, 2014 at 6:00pm, in the council chambers, Bethel, Alaska.

Vice-Mayor Robb called the meeting to order at 6:00pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Mayor Joseph Klejka (arrived after roll call), Council Member Mark Springer (participated telephonically), Vice-Mayor Rick Robb, Council Member Eric Whitney, Council Member Heather Pike and Council Member Sharon Sigmon (arrive after roll call)

Members Absent were:
Council Member Leif Albertson

Also in attendance were the following:
City Clerk Lori Strickler

IV. PEOPLE TO BE HEARD

No one wished to be heard.

V. APPROVAL OF THE AGENDA

Main Motion:	To approve the Agenda.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Springer, Robb, Whitney, Klejka and Pike
Opposed:	None

VI. NEW BUSINESS

Item A – Review Of Interim City Manager Resumes

Item B- Review of Interim City Manager Questions

Item C- Interim City Manager Interviews

Candidate Number 2
Candidate Number 5
Candidate Number 6

Main Motion:	Select Candidate #1, Candidate #5 and Candidate #6 as the top three. Direct the City Clerk's Office to conduct back ground checks and reference checks on the selected candidates.
Moved by:	Robb
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Springer, Robb, Whitney, Klejka, Sigmon and Pike
Opposed:	None

XII. ADJOURNMENT

Main Motion:	To adjourn
Moved by:	Springer
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Springer, Robb, Whitney, Klejka, Sigmon and Pike
Opposed:	None

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

Planning Commission Special Hearing/Meeting

Planning Commission Meeting Monday, June 2, 2014– 12:00
City Hall Council Chambers 300 Chief Eddie Hoffman Highway

MEMBERS

John Guinn
Chair
Term Expires
12/2014

Joy Shantz
Vice-Chair
Term Expires
12/2014

Heather Pike
Council Rep.
Term Expires
10/2014

VACANT
Committee Member
Term Expires

Abe Palacios
Committee Member
Term Expires
12/2015

Cliff Linderoth
Committee Member
Term Expires
12/2014

VACANT
Committee Member
Term Expires

Rachael Pitts
Ex-Officio Member

Betsy Jumper
Recorder

AGENDA

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD – (5 Minute Limit)
IV. APPROVAL OF AGENDA
NEW BUSINESS:
A. Public Hearing: Preliminary Plat of a 60 foot Utility and Public Assess Easement and miscellaneous sewer and utility easements. The location is City of Bethel property adjacent to the City of Bethel Recreational Center subdivision.
V. ADJOURNMENT

Posted: May 27, 2014 at AC, Swanson's, City Hall, Library

Planning Commission Meeting Agenda

Regular Meeting Thursday, June 12, 2014 – 6:30PM
Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway

MEMBERS

John Guinn
Chair
Term Expires
12/2014

Joy Shantz
Vice-Chair
Term Expires
12/2014

Heather Pike
Council Rep.
Term Expires
10/2015

Vacant

Abe Palacios
Committee Member
Term Expires
12/2015

Cliff Linderoth
Committee Member
Term Expires
12/2014

VACANT
Committee Member
Term Expires

Rachael Pitts
Ex-Officio Member

Cheryl Roberts
Recorder

AGENDA

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD – (15 Minute Limit)
IV. APPROVAL OF MINUTES OF THE MARCH 13, REGULAR MEETING
V. APPROVAL OF THE MINUTES OF JUNE 2, 2014 SPECIAL MEETING
VI. APPROVAL OF AGENDA FOR THE JUNE 12, 2014 MEETING
VII. UNFINISHED BUSINESS

A. Public Hearing: A Final Plat of a portion of US Survey 3790, Block 6, Lot 15 located in the right-of-way of East Avenue, ten feet in width and 97.85 feet in length, a total of 978.5 square feet. Property of Sharon J. Strauss and Samuel Strauss. The address is 206/208 East Avenue. The purpose is a right-of-way dedication.

B. Public Hearing: Final Plat of a 60 foot Utility and Public Access Easement and miscellaneous sewer and utility easements. The location is City of Bethel Property adjacent to the City of Bethel Recreational Center subdivision. The purpose is to create a utility access.

C. Public Hearing: Final Plat of Pinky's Park Subdivision, Tract 1, containing 31.43 acres. Property of the City of Bethel. The address is 326 Akiachak Avenue. The purpose is the addition of ten acres to Pinky's Park.

VIII. NEW BUSINESS

A. Public Hearing: Preliminary Plat of the Proposed Snowridge Subdivision. The location is the Heirs of Nicholas A. Charles Property, located at Tundra Ridge Road. The purpose is to create a residential subdivision.

B. Wind Turbine Ordinance

IX. DIRECTOR'S REPORT

X. COMMISSIONER'S COMMENTS

XI. ADJOURNMENT

Posted: June 6, 2014, at AC, Swanson's, City Hall, Cultural Center

City of Bethel
Finance Committee Agenda

Wednesday May 28, 2014 – 6:30 p.m. Council Chambers, Bethel, Alaska

Carol Ann Willard
Finance Committee Chair

Mike Shantz
Finance Committee Vice Chair

Leif Albertson
City Council Representative

Milanna Shear
Finance Committee Member

Dave Trantham, Jr.
Finance Committee Member

Jon Cochrane
Finance Committee Member

Delbert Egoak
Alternate Member

Hansel Mathlaw
Finance Director
543-1376
hmathlaw@cityofbethel.net

Tonya Hendrix
Assistant Finance Director
543-1375
thendrix@cityofbethel.net

Carole Jung
Recorder
543-3150
cjung@cityofbethel.net

I. CALL TO ORDER

II. ROLL CALL Five minutes per person

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES OF April 28, 2014 Meeting

VI. NEW BUSINESS

VII. OLD BUSINESS

A. Senior ID Cards-Shantz

VIII. COUNCIL REP. COMMENTS

IX. FINANCE DIRECTOR'S COMMENT

X. FINANCE COMMITTEE MEMBER COMMENTS

XI. ADJOURNMENT

Posted on May 23, 2014 at City Office, AC Co., Swanson's & Post Office

Carole Jung

Carole Jung, Recorder

City of Bethel, Alaska
Public Works Committee Minutes

May 21, 2014 Regular Meeting Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Works Committee Meeting was held on May 21, 2014 at 6:30 p.m. in the City Shop Conference Room, Bethel, Alaska and was called to order by Committee Member Chair Frank Neitz at 6:35.

II. ROLL CALL

Present: Frank Neitz, Scott Guinn, Delbert Egoak, and Donna Lindsey
Excused: Joe Klejka and Jennifer Dobson
Also in attendance were the following:
Bill Arnold, Ex-Officio, and Betsy Jumper, Recorder of Minutes

III. PEOPLE TO BE HEARD

Mike Nevenzel of ProDev -

Mike updated the committee on the progress of the YK Regional Aquatic Health & Training Center.

IV. APPROVAL OF AGENDA

MOVED BY:	Scott Guinn	Motioned carried to approve the agenda.
SECONDED BY:	Delbert Egoak	

VOTE ON MOTION	Motion carried by unanimous voice vote.

V. APPROVAL OF MINUTES

MOVED BY:	Delbert Egoak	To approve the minutes of the regular meeting of April 16, 2014.
SECONDED BY:	Donna Lindsey	

VOTE ON MOTION	Motion carried by unanimous voice vote.

VI. SPECIAL ORDER OF BUSINESS

VII. UNFINISHED BUSINESS

Item A - Water & Sewer Master Plan

Item B - Institutional Corridor - Feasibility Study & Funding

Item C - Funding source for Sewer Lagoon & the Dredge

Item D- Unstable Sewer Lagoon Platform

Item E - Establishing a plan of action for a traffic plan for the new Swansons Store

Item F - Donut Hole options for a shorter route to Tundra Ridge

Item G - Transfer of City wind Turbine Grant to AVEC

Item H- Water/Sewer Rate Hike

Item I - RUBA Assessment - When will this possibly be implemented?

Item J - AVEC - The Interconnect Agreement for the Pool Wind Mill

VIII. NEW BUSINESS

Item A - Location of 4th Well for City Subdivision Water Treatment Plant

Item B - Cigarette Tax Money Funds for the existing boardwalks, trails, etc.

IX. DIRECTOR'S REPORT

– See Public Works Monthly Manager's Report

X. MEMBER COMMENTS

Scott Guinn - None.
Delbert Egoak - None.
Frank Neitz - Remember that AVEC is now in order, and they are not paying tax; also, please think about recruiting another committee member.
Donna - None.

XI. ADJOURNMENT

MOVED BY:	Scott Guinn	Motion to adjourn the meeting.
SECONDED BY:	Donna Lindley	

VOTE ON MOTION	Motion carried by unanimous voice vote.

With no further business before the Committee, the meeting adjourned at
APPROVED THIS _____ DAY OF JUNE 2014

_____
Frank Neitz, Chair

_____
Betsy Jumper
Recorder of Minutes

City of Bethel

P.O. Box 1388 • Bethel, Alaska 99559-1388
907-543-3150
Fax # 543-3817
Website: www.cityofbethel.org

REGULAR MEETING AGENDA
ENERGY COMMITTEE
Monday, June 2, 2014 – 6:30 p.m.
City Hall Council Chambers, Bethel, AK

Members

Mary Weiss
Chair

Shari Neth
Vice Chair

Richard Robb

Jeff Sanders

Eddie Stanley

Alternate Members

Ex-Officio Member

Libby Furlong

I. Call to Order

II. Roll Call

III. People to be Heard

IV. Approval of Agenda
-Agenda May 5, 2014
-Agenda June 2, 2014

V. Approval of Meeting Minutes
-Regular Meeting April 7, 2014
-Regular Meeting May 5, 2014

VI. Special Order of Business
A. Update on BUC/AVEC transfer from AVEC representative

VII. Unfinished Business

A. Update Alternative Energy Report
B. Municipal Solid Waste Gasification

VIII. New Business

A. Consideration of becoming a member of Renewable Energy Alaska Project
B. Modification of ongoing agenda to consider inclusion of continued news related to Alternate Energy

IX. Committee Member Comments

X. Adjournment

Agenda Posted May 27, 2014 at USPS, AC, Swanson's, and City Hall

Special Order of Business

OFFICE OF THE CITY CLERK
CITY OF BETHEL
P.O. BOX 1388
BETHEL, AK 99559
Phone: (907) 543 1384
Fax: (907) 543 3817
WWW.CITYOFBETHEL.ORG

PUBLIC REQUEST FOR INFORMATION

Individual or Agency Making Request: Nathaniel Herz		Date: 5/6/2014
Address: 1600 W. 14th Ave., Anchorage, AK 99501		
Day Phone: 793-0312	Fax:	E-Mail: nherz@adn.com
Please describe in detail the information/documents requested:		
1. Any contracts or agreements between Bethel and attorney Michael Gatti, or his office.		
2. Any reports or work products provided to the city by Mr. Gatti, or his office.		

ACKNOWLEDGEMENT OF PAYMENT

I understand I will be charged a fee for each page that I am requesting to be copied, faxed, emailed, or mailed and that if it is determined that my request will require more than five hours of staff time to prepare, I will pay, upon notification, the personnel costs required to complete each task and/or copying tasks. I further understand that this request is available for public review and will be kept on file in accordance with City records policy.

CERTIFICATE OF NON-LITIGATION AFFILIATION I hereby certify that: I am not involved in litigation with the City of Bethel or another public agency to which the requested record is relevant and I am not acting on behalf of or otherwise representing any person who is involved in litigation with the City of Bethel or another public agency to which the requested recorded is relevant. I certify under penalty of perjury, that the foregoing statements are true.

Nathaniel Herz		5/6/2014
Printed Name	Signature	Date

City Staff Use: Date Due: 5/13/14 Received By: Lori Strickler Approved/Denied

Way Of Delivery: Pick-Up Mail Fax E-Mail

Payment Amount Due: $1.00 Payment Received: 5/12/2014 Date Complete 5/12/2014

CITY OF BETHEL

P.O. Box 1388 Bethel, Alaska 99559
907-543-2047
FAX # 543-3817

May 12, 2014

Nathaniel Herz
1600 W. 14th Ave.
Anchorage, AK 99501

Dear Mr. Herz:

The City Clerk's Office received a Public Request for Information, dated May 6, 2014 which states "1. Any contracts or agreements between Bethel and attorney Michael Gatti, or his office. 2. Any reports or work products provided to the City by Mr. Gatti, or his office."

In response to your first request, the City of Bethel as provided you a copy of the agreement between the City and Wohlforth, Brecht Cartledge and Brooking, dated February 13, 2014.

For item two, the information requested, is not available for public disclosure. The investigation is still ongoing. Any advice provided to the City Council with respect to the ongoing investigation is an attorney-client communication and work-product and will not be disclosed because it could relate to potential litigation.

Sincerely,

Lori Strickler
City Clerk

CITY OF BETHEL

P.O. Box 1388 Bethel, Alaska 99559

June 2, 2014

Anchorage Daily News
Nathaniel Herz
1001 Northway Dr
Anchorage, AK 99508

Dear Mr. Herz:

The City Clerk's Office received a statement of appeal on May 27, 2014 with regard to the denial of your public request for information titled " Any reports or work products provided to the City by Mr. Gatti or his office."

The City Clerk's Office issued the denial of the request to you on May 13, 2014, stating "The investigation is still ongoing. Any advice provided to the City Council with respect to the ongoing investigation is an attorney-client communication and work products will not be disclosed because it could relate to potential litigation."

This letter serves as your notice of right to appeal the decision of the City Clerk's Office to the City Council, at their next regularly scheduled meeting. Per Bethel Municipal Code, the administrative appeal will be placed on the next City Council meeting on June 10, 2014, under Special Orders of Business. You will then have an opportunity to present your case to the City Council for their consideration.

If you, or a representing party, would like to participate in the hearing telephonically, please let me know and I will provide you with the call-in information. If you need more time and would like the hearing continued to the June 24, 2014 meeting, please contact my office before June 9, 2014. If you will be presenting supporting documentation for the council to review, please provide them to my office no later than June 9, 2014.

Sincerely,

Lori Strickler
City Clerk

Unfinished Business

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-12

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE SECTION 13.16 UTILITY RATES

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become part of the Bethel Municipal Code.

SECTION 2. Amendment The Bethel Municipal Code Chapter 13.16, is amended as follows (new language is underlined and ~~old language is stricken out~~):

Chapter 13.16
Utility Rates

13.16.010 Definitions

A. "Hauled Water Zone One (1)" as E ¼ Sec 6,E ¼ Sec 7, E ¼ Sec 18, T8N,R71W,SM Sec 4-5, Sec 8-10, Sec 15-17, T8N, R71 W, SM, as identified in the Hauled Water Zone Map available at the City Offices.

B. "Hauled Water Zone Two (2)" as W ¾ Sec 6, W ¾ Sec 7, W ¾ Sec 18, T8N,R71W, SM, Sec 1, Sec 11-12, Sec 13-14, Sec 23-24, R72W, SM, as identified in the Hauled Water Zone Map available at the City Offices.

C. "Regular Business Hours" means the days and hours the city's administrative offices are open to provide general services to the public, excluding weekends and holidays.

D. "Residential" means a building or group of buildings, containing no more than two (2) separate living quarters all having complete living facilities designed for long-term human habitation.

13.16.020 Water service.

For the providing of residential/commercial water services ~~with~~ within the city, the following charges shall be made:

~~A. In addition to usage charges under subsections B and H of this section, water customers shall pay five dollars ($5) monthly per water subscription for facility charges to recover the cost of water system capital improvements and depreciation.~~

~~B. Residential/commercial water delivery services for outside fill with an overflow involving the following capacities, frequencies and rate charges:~~

~~Utility Rate Sheet~~

-

~~Capacity~~	~~Frequency~~	Hauled Water Zone 1	Sewer
~~100 Gallons~~	~~1 time per month~~	~~$ 11.83~~	~~$ 10.70~~
-	~~2 times per month~~	~~$ 27.90~~	~~$ 21.40~~
-	~~1 time per week~~	~~$ 40.27~~	~~$ 42.79~~
-	~~2 times per week~~	~~$ 64.86~~	~~$ 85.57~~
-	~~3 times per week~~	~~$ 74.73~~	~~$ 128.35~~
-	~~4 times per week~~	~~$ 102.72~~	~~$ 171.13~~
-	-	-	-
~~150 Gallons~~	~~1 time per month~~	~~$ 13.75~~	~~$ 13.64~~
-	~~2 times per month~~	~~$ 28.04~~	~~$ 27.27~~
-	~~1 time per week~~	~~$ 57.21~~	~~$ 54.53~~
-	~~2 times per week~~	~~$ 116.66~~	~~$ 109.06~~
-	~~3 times per week~~	~~$ 178.33~~	~~$ 163.58~~
-	~~4 times per week~~	~~$ 242.25~~	~~$ 218.11~~
-	-	-	-
~~200 Gallons~~	~~1 time per month~~	~~$ 15.89~~	~~$ 14.64~~
-	~~2 times per month~~	~~$ 32.52~~	~~$ 29.28~~
-	~~1 time per week~~	~~$ 66.49~~	~~$ 58.56~~
-	~~2 times per week~~	~~$ 135.88~~	~~$ 117.11~~
-	~~3 times per week~~	~~$ 208.18~~	~~$ 175.67~~

-	~~4 times per week~~	~~$ 283.34~~	~~$ 234.22~~
-	-	-	-
~~250 Gallons~~	~~1 time per month~~	~~$ 17.90~~	~~$ 15.64~~
-	~~2 times per month~~	~~$ 36.67~~	~~$ 31.27~~
-	~~1 time per week~~	~~$ 75.08~~	~~$ 62.54~~
-	~~2 times per week~~	~~$ 153.67~~	~~$ 125.08~~
-	~~3 times per week~~	~~$ 235.77~~	~~$ 187.62~~
-	~~4 times per week~~	~~$ 321.37~~	~~$ 250.16~~
-	-	-	-
~~300 Gallons~~	~~1 time per month~~	~~$ 19.74~~	~~$ 16.65~~
-	~~2 times per month~~	~~$ 40.48~~	~~$ 33.29~~
-	~~1 time per week~~	~~$ 82.97~~	~~$ 66.57~~
-	~~2 times per week~~	~~$ 170.02~~	~~$ 133.14~~
-	~~3 times per week~~	~~$ 261.11~~	~~$ 199.71~~
-	~~4 times per week~~	~~$ 356.72~~	~~$ 266.28~~
-	-	-	-
~~350 Gallons~~	~~1 time per month~~	~~$ 21.40~~	~~$ 17.65~~
-	~~2 times per month~~	~~$ 43.94~~	~~$ 35.30~~
-	~~1 time per week~~	~~$ 90.17~~	~~$ 70.60~~
-	~~2 times per week~~	~~$ 184.90~~	~~$ 141.20~~
-	~~3 times per week~~	~~$ 284.24~~	~~$ 211.79~~
-	~~4 times per week~~	~~$ 388.16~~	~~$ 282.39~~
-	-	-	-
~~400 Gallons~~	~~1 time per month~~	~~$ 22.91~~	~~$ 18.66~~
-	~~2 times per month~~	~~$ 47.07~~	~~$ 37.32~~
-	~~1 time per week~~	~~$ 96.66~~	~~$ 74.63~~
-	~~2 times per week~~	~~$ 198.35~~	~~$ 149.25~~
-	~~3 times per week~~	~~$ 305.12~~	~~$ 223.88~~

-	~~4 times per week~~	~~$ 416.91~~	~~$ 298.50~~
-	-	-	-
~~450 Gallons~~	~~1 time per month~~	~~$ 24.25~~	~~$ 19.67~~
-	~~2 times per month~~	~~$ 49.87~~	~~$ 39.33~~
-	~~1 time per week~~	~~$ 102.42~~	~~$ 78.66~~
-	~~2 times per week~~	~~$ 210.36~~	~~$ 157.31~~
-	~~3 times per week~~	~~$ 323.75~~	~~$ 235.96~~
-	~~4 times per week~~	~~$ 442.61~~	~~$ 314.61~~
	-	-	-
~~500 Gallons~~	~~1 time per month~~	~~$ 25.41~~	~~$ 20.67~~
-	~~2 times per month~~	~~$ 52.28~~	~~$ 41.34~~
-	~~1 time per week~~	~~$ 107.52~~	~~$ 82.68~~
-	~~2 times per week~~	~~$ 220.91~~	~~$ 165.36~~
-	~~3 times per week~~	~~$ 340.14~~	~~$ 248.04~~
-	~~4 times per week~~	~~$ 465.22~~	~~$ 330.72~~
-	-	-	-
~~550 Gallons~~	~~1 time per month~~	~~$ 28.42~~	~~$ 21.67~~
-	~~2 times per month~~	~~$ 58.53~~	~~$ 43.34~~
-	~~1 time per week~~	~~$ 120.44~~	~~$ 86.67~~
-	~~2 times per week~~	~~$ 247.61~~	~~$ 173.34~~
-	~~3 times per week~~	~~$ 381.55~~	~~$ 260.00~~
-	~~4 times per week~~	~~$ 522.21~~	~~$ 346.67~~
-	-	-	-
~~600 Gallons~~	~~1 time per month~~	~~$ 29.38~~	~~$ 22.68~~
-	~~2 times per month~~	~~$ 60.45~~	~~$ 45.35~~
-	~~1 time per week~~	~~$ 124.35~~	~~$ 90.70~~
-	~~2 times per week~~	~~$ 255.59~~	~~$ 181.39~~
-	~~3 times per week~~	~~$ 393.73~~	~~$ 272.09~~

-	~~4 times per week~~	~~$ 538.75~~	~~$ 362.78~~
-	-	-	-
~~650 Gallons~~	~~1 time per month~~	~~$ 33.27~~	~~$ 23.69~~
-	~~2 times per month~~	~~$ 68.57~~	~~$ 47.37~~
-	~~1 time per week~~	~~$ 141.25~~	~~$ 94.73~~
-	~~2 times per week~~	~~$ 290.68~~	~~$ 189.45~~
-	~~3 times per week~~	~~$ 448.34~~	~~$ 284.17~~
-	~~4 times per week~~	~~$ 614.18~~	~~$ 378.89~~
	-	-	-
~~700 Gallons~~	~~1 time per month~~	~~$ 34.36~~	~~$ 24.69~~
-	~~2 times per month~~	~~$ 70.79~~	~~$ 49.38~~
-	~~1 time per week~~	~~$ 145.79~~	~~$ 98.75~~
-	~~2 times per week~~	~~$ 299.93~~	~~$ 197.50~~
-	~~3 times per week~~	~~$ 406.58~~	~~$ 296.25~~
-	~~4 times per week~~	~~$ 633.40~~	~~$ 395.00~~
-	-	-	-
~~750 Gallons~~	~~1 time per month~~	~~$ 35.48~~	~~$ 25.70~~
-	~~2 times per month~~	~~$ 73.08~~	~~$ 51.39~~
-	~~1 time per week~~	~~$ 150.47~~	~~$ 102.78~~
-	~~2 times per week~~	~~$ 309.48~~	~~$ 205.56~~
-	~~3 times per week~~	~~$ 477.08~~	~~$ 308.34~~
-	~~4 times per week~~	~~$ 653.21~~	~~$ 411.12~~
-	-	-	-
~~800 Gallons~~	~~1 time per month~~	~~$ 40.81~~	~~$ 26.70~~
-	~~2 times per month~~	~~$ 84.29~~	~~$ 53.39~~
-	~~1 time per week~~	~~$ 173.79~~	~~$ 106.77~~
-	~~2 times per week~~	~~$ 358.05~~	~~$ 213.53~~
-	~~3 times per week~~	~~$ 552.79~~	~~$ 320.29~~

-	~~4 times per week~~	~~$ 749.30~~	~~$ 427.06~~
-	-	-	-
~~850 Gallons~~	~~1 time per month~~	~~$ 42.14~~	~~$ 27.70~~
-	~~2 times per month~~	~~$ 86.99~~	~~$ 55.40~~
-	~~1 time per week~~	~~$ 179.29~~	~~$ 110.80~~
-	~~2 times per week~~	~~$ 369.29~~	~~$ 221.59~~
-	~~3 times per week~~	~~$ 569.99~~	~~$ 332.38~~
-	~~4 times per week~~	~~$ 781.39~~	~~$ 443.17~~
	-	-	-
~~900 Gallons~~	~~1 time per month~~	~~$ 43.50~~	~~$ 28.71~~
-	~~2 times per month~~	~~$ 89.76~~	~~$ 57.41~~
-	~~1 time per week~~	~~$ 184.94~~	~~$ 114.82~~
-	~~2 times per week~~	~~$ 380.82~~	~~$ 229.64~~
-	~~3 times per week~~	~~$ 587.63~~	~~$ 344.46~~
-	~~4 times per week~~	~~$ 805.36~~	~~$ 459.28~~
-	-	-	-
~~1,000 Gallons~~	~~1 time per month~~	~~$ 46.32~~	~~$ 30.72~~
-	~~2 times per month~~	~~$ 95.51~~	~~$ 61.44~~
-	~~1 time per week~~	~~$ 196.69~~	~~$ 122.88~~
-	~~2 times per week~~	~~$ 404.76~~	~~$ 245.76~~
-	~~3 times per week~~	~~$ 624.22~~	~~$ 368.63~~
-	~~4 times per week~~	~~$ 855.04~~	~~$ 491.51~~
	-	-	-
~~1,200 Gallons~~	~~1 time per month~~	~~$ 55.45~~	~~$ 34.74~~
-	~~2 times per month~~	~~$ 114.54~~	~~$ 69.48~~
-	~~1 time per week~~	~~$ 236.29~~	~~$ 138.95~~
-	~~2 times per week~~	~~$ 487.04~~	~~$ 277.89~~
-	~~3 times per week~~	~~$ 751.42~~	~~$ 416.84~~

-	~~4 times per week~~	~~$ 1,015.55~~	~~$ 555.78~~
-	-	-	-
~~1,400 Gallons~~	~~1 time per month~~	~~$ 64.58~~	~~$ 38.76~~
-	~~2 times per month~~	~~$ 133.56~~	~~$ 77.51~~
-	~~1 time per week~~	~~$ 275.89~~	~~$ 155.02~~
-	~~2 times per week~~	~~$ 569.33~~	~~$ 310.03~~
-	~~3 times per week~~	~~$ 878.63~~	~~$ 465.05~~
-	~~4 times per week~~	~~$ 1,176.05~~	~~$ 620.06~~
-	-	-	-
~~1,500 Gallons~~	~~1 time per month~~	~~$ 78.52~~	~~$ 40.77~~
-	~~2 times per month~~	~~$ 157.04~~	~~$ 81.54~~
-	~~1 time per week~~	~~$ 314.08~~	~~$ 163.08~~
-	~~2 times per week~~	~~$ 628.15~~	~~$ 326.15~~
-	~~3 times per week~~	~~$ 942.23~~	~~$ 489.22~~
-	~~4 times per week~~	~~$ 1,256.30~~	~~$ 652.29~~
-	-	-	-
~~1,750 Gallons~~	~~1 time per month~~	~~$ 89.84~~	~~$ 45.80~~
-	~~2 times per month~~	~~$ 179.67~~	~~$ 91.59~~
-	~~1 time per week~~	~~$ 359.35~~	~~$ 183.17~~
-	~~2 times per week~~	~~$ 718.69~~	~~$ 366.34~~
-	~~3 times per week~~	~~$ 1,078.03~~	~~$ 549.51~~
-	~~4 times per week~~	~~$ 1,437.37~~	~~$ 732.68~~
-	-	-	-
~~2,000 Gallons~~	~~1 time per month~~	~~$ 101.16~~	~~$ 50.82~~
-	~~2 times per month~~	~~$ 202.31~~	~~$ 101.64~~
-	~~1 time per week~~	~~$ 404.62~~	~~$ 203.27~~
-	~~2 times per week~~	~~$ 809.23~~	~~$ 406.54~~
-	~~3 times per week~~	~~$ 1,213.84~~	~~$ 609.80~~

-	~~4 times per week~~	~~$ 1,618.44~~	~~$ 813.07~~
-	-	-	-
~~2,500 Gallons~~	~~1 time per month~~	~~$ 123.79~~	~~$ 60.87~~
-	~~2 times per month~~	~~$ 247.58~~	~~$ 121.74~~
-	~~1 time per week~~	~~$ 495.15~~	~~$ 243.47~~
-	~~2 times per week~~	~~$ 990.30~~	~~$ 486.93~~
-	~~3 times per week~~	~~$ 1,485.45~~	~~$ 730.39~~
-	~~4 times per week~~	~~$ 1,980.59~~	~~$ 973.85~~
-	-	-	-
~~3,000 Gallons~~	~~1 time per month~~	~~$ 146.42~~	~~$ 70.92~~
-	~~2 times per month~~	~~$ 292.85~~	~~$ 141.83~~
-	~~1 time per week~~	~~$ 585.69~~	~~$ 283.66~~
-	~~2 times per week~~	~~$ 1,171.38~~	~~$ 567.32~~
-	~~3 times per week~~	~~$ 1,757.06~~	~~$ 850.97~~
-	~~4 times per week~~	~~$ 2,342.74~~	~~$ 1,134.63~~
	-	-	-
~~3,500 Gallons~~	~~1 time per month~~	~~$ 169.06~~	~~$ 80.97~~
-	~~2 times per month~~	~~$ 338.11~~	~~$ 161.93~~
-	~~1 time per week~~	~~$ 676.23~~	~~$ 323.86~~
-	~~2 times per week~~	~~$ 1,352.45~~	~~$ 647.71~~
-	~~3 times per week~~	~~$ 2,028.68~~	~~$ 971.56~~
-	~~4 times per week~~	~~$ 2,704.89~~	~~$ 1,295.41~~

A. Hauled water delivery services for zone one, involving the following capacities, frequencies, extra call charges and rates are:

Zone 1 Hauled Water Rates

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2015 Through June 30, 2015

Capacity	1 time/month	2 times/month	1 time per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$18.71	$32.58	$64.95	$125.07	$185.19	$245.30	-
150	$20.05	$35.26	$70.77	$136.70	$202.63	$268.57	-
200	$21.39	$37.95	$76.58	$148.33	$220.08	$291.83	$66.15
250	$22.73	$40.63	$82.40	$159.97	$237.53	$315.10	$67.49
300	$24.08	$43.32	$88.22	$171.60	$254.98	$338.36	$68.83
350	$25.42	$46.00	$94.03	$183.23	$272.43	$361.63	$70.17
400	$26.76	$48.69	$99.85	$194.86	$289.88	$384.89	$71.52
450	$28.10	$51.37	$105.66	$206.49	$307.32	$408.15	$72.86
500	$29.44	$54.06	$111.48	$218.13	$324.77	$431.42	$74.20
550	$30.79	$56.74	$117.30	$229.76	$342.22	$454.68	$75.54
600	$32.13	$59.42	$123.11	$241.39	$359.67	$477.95	$76.88
650	$33.47	$62.11	$128.93	$253.02	$377.12	$501.21	$78.23
700	$34.81	$64.79	$134.74	$264.65	$394.56	$524.47	$79.57
750	$36.16	$67.48	$140.56	$276.29	$412.01	$547.74	$80.91
800	$37.50	$70.16	$146.38	$287.92	$429.46	$571.00	$82.25
850	$38.84	$72.85	$152.19	$299.55	$446.91	$594.27	$83.60
900	$40.18	$75.53	$158.01	$311.18	$464.36	$617.53	$84.94
1000	$42.87	$80.90	$169.64	$334.45	$499.25	$664.06	$87.62
1200	$48.23	$91.64	$192.90	$380.98	$569.05	$757.12	$92.99
1400	$53.60	$102.37	$216.17	$427.50	$638.84	$850.17	$98.36
1500	$56.29	$107.74	$227.80	$450.77	$673.73	$896.70	$101.04
1750	$63.00	$121.16	$256.88	$508.93	$760.98	$1,013.02	$107.75
2000	$69.71	$134.59	$285.96	$567.09	$848.22	$1,129.34	$114.47
2500	$83.13	$161.43	$344.12	$683.41	$1,022.70	$1,361.99	$127.89
3000	$96.55	$188.27	$402.28	$799.73	$1,197.18	$1,594.63	$141.31
3500	$109.97	$215.12	$460.44	$916.05	$1,371.66	$1,827.27	$154.73
4000	$134.59	$264.34	$567.09	$1,129.34	$1,691.60	$2,253.85	$224.10
5000	$161.43	$318.02	$683.41	$1,361.99	$2,040.56	$2,719.14	$250.94
6000	$188.27	$371.71	$799.73	$1,594.63	$2,389.53	$3,184.42	$277.78
7000	$215.12	$425.40	$916.05	$1,827.27	$2,738.49	$3,649.71	$304.63

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2016 July 1, 2015 through June 30, 2016

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$20.20	$35.19	$70.15	$135.07	$200.00	$264.93	-
150	$21.65	$38.09	$76.43	$147.64	$218.85	$290.05	-
200	$23.10	$40.99	$82.71	$160.20	$237.69	$315.18	$71.44
250	$24.55	$43.88	$88.99	$172.76	$256.53	$340.30	$72.89
300	$26.00	$46.78	$95.27	$185.33	$275.38	$365.43	$74.34
350	$27.45	$49.68	$101.55	$197.89	$294.22	$390.56	$75.79
400	$28.90	$52.58	$107.84	$210.45	$313.07	$415.68	$77.24
450	$30.35	$55.48	$114.12	$223.01	$331.91	$440.81	$78.69
500	$31.80	$58.38	$120.40	$235.58	$350.75	$465.93	$80.14
550	$33.25	$61.28	$126.68	$248.14	$369.60	$491.06	$81.59
600	$34.70	$64.18	$132.96	$260.70	$388.44	$516.18	$83.04
650	$36.15	$67.08	$139.24	$273.26	$407.29	$541.31	$84.48
700	$37.60	$69.98	$145.52	$285.83	$426.13	$566.43	$85.93
750	$39.05	$72.87	$151.80	$298.39	$444.97	$591.56	$87.38
800	$40.50	$75.77	$158.09	$310.95	$463.82	$616.68	$88.83
850	$41.95	$78.67	$164.37	$323.51	$482.66	$641.81	$90.28
900	$43.40	$81.57	$170.65	$336.08	$501.51	$666.93	$91.73
1000	$46.30	$87.37	$183.21	$361.20	$539.19	$717.18	$94.63
1200	$52.09	$98.97	$208.34	$411.45	$614.57	$817.69	$100.43
1400	$57.89	$110.56	$233.46	$461.70	$689.95	$918.19	$106.23
1500	$60.79	$116.36	$246.02	$486.83	$727.63	$968.44	$109.13
1750	$68.04	$130.86	$277.43	$549.64	$821.85	$1,094.06	$116.37
2000	$75.29	$145.35	$308.84	$612.46	$916.07	$1,219.69	$123.62
2500	$89.78	$174.34	$371.65	$738.08	$1,104.51	$1,470.95	$138.12
3000	$104.28	$203.33	$434.47	$863.71	$1,292.95	$1,722.20	$152.61
3500	$118.77	$232.32	$497.28	$989.34	$1,481.39	$1,973.45	$167.11
4000	$145.35	$285.48	$612.46	$1,219.69	$1,826.93	$2,434.16	$242.02
5000	$174.34	$343.46	$738.08	$1,470.95	$2,203.81	$2,936.67	$271.02
6000	$203.33	$401.45	$863.71	$1,722.20	$2,580.69	$3,439.18	$300.01
7000	$232.32	$459.43	$989.34	$1,973.45	$2,957.57	$3,941.68	$329.00

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2017 July 1, 2016 through June 30, 2017

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$21.82	$38.00	$75.76	$145.88	$216.00	$286.12	-
150	$23.39	$41.13	$82.54	$159.45	$236.35	$313.26	-
200	$24.95	$44.26	$89.33	$173.02	$256.70	$340.39	$77.15
250	$26.52	$47.39	$96.11	$186.58	$277.06	$367.53	$78.72
300	$28.08	$50.53	$102.89	$200.15	$297.41	$394.66	$80.29
350	$29.65	$53.66	$109.68	$213.72	$317.76	$421.80	$81.85
400	$31.21	$56.79	$116.46	$227.29	$338.11	$448.93	$83.42
450	$32.78	$59.92	$123.25	$240.85	$358.46	$476.07	$84.98
500	$34.34	$63.05	$130.03	$254.42	$378.81	$503.21	$86.55
550	$35.91	$66.18	$136.81	$267.99	$399.17	$530.34	$88.11
600	$37.48	$69.31	$143.60	$281.56	$419.52	$557.48	$89.68
650	$39.04	$72.44	$150.38	$295.13	$439.87	$584.61	$91.24
700	$40.61	$75.57	$157.17	$308.69	$460.22	$611.75	$92.81
750	$42.17	$78.70	$163.95	$322.26	$480.57	$638.88	$94.37
800	$43.74	$81.84	$170.73	$335.83	$500.92	$666.02	$95.94
850	$45.30	$84.97	$177.52	$349.40	$521.27	$693.15	$97.51
900	$46.87	$88.10	$184.30	$362.96	$541.63	$720.29	$99.07
1000	$50.00	$94.36	$197.87	$390.10	$582.33	$774.56	$102.20
1200	$56.26	$106.88	$225.00	$444.37	$663.74	$883.10	$108.46
1400	$62.52	$119.41	$252.14	$498.64	$745.14	$991.64	$114.73
1500	$65.65	$125.67	$265.71	$525.78	$785.84	$1,045.91	$117.86
1750	$73.48	$141.32	$299.63	$593.61	$887.60	$1,181.59	$125.68
2000	$81.31	$156.98	$333.55	$661.45	$989.36	$1,317.27	$133.51
2500	$96.96	$188.29	$401.38	$797.13	$1,192.88	$1,588.62	$149.17
3000	$112.62	$219.60	$469.22	$932.81	$1,396.39	$1,859.97	$164.82
3500	$128.27	$250.91	$537.06	$1,068.48	$1,599.91	$2,131.33	$180.48
4000	$156.98	$308.32	$661.45	$1,317.27	$1,973.08	$2,628.90	$261.39
5000	$188.29	$370.94	$797.13	$1,588.62	$2,380.11	$3,171.60	$292.70
6000	$219.60	$433.56	$932.81	$1,859.97	$2,787.14	$3,714.31	$324.01
7000	$250.91	$496.18	$1,068.48	$2,131.33	$3,194.17	$4,257.02	$355.32

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2018 July 1, 2017 through June 30, 2018

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$22.69	$39.52	$78.79	$151.72	$224.64	$297.57	-
150	$24.32	$42.78	$85.84	$165.83	$245.81	$325.79	-
200	$25.95	$46.03	$92.90	$179.94	$266.97	$354.01	$80.24
250	$27.58	$49.29	$99.96	$194.05	$288.14	$382.23	$81.87
300	$29.21	$52.55	$107.01	$208.16	$309.30	$410.45	$83.50
350	$30.83	$55.80	$114.07	$222.27	$330.47	$438.67	$85.12
400	$32.46	$59.06	$121.12	$236.38	$351.64	$466.89	$86.75
450	$34.09	$62.32	$128.18	$250.49	$372.80	$495.11	$88.38
500	$35.72	$65.57	$135.23	$264.60	$393.97	$523.33	$90.01
550	$37.35	$68.83	$142.29	$278.71	$415.13	$551.55	$91.64
600	$38.97	$72.08	$149.34	$292.82	$436.30	$579.78	$93.27
650	$40.60	$75.34	$156.40	$306.93	$457.46	$608.00	$94.89
700	$42.23	$78.60	$163.45	$321.04	$478.63	$636.22	$96.52
750	$43.86	$81.85	$170.51	$335.15	$499.79	$664.44	$98.15
800	$45.49	$85.11	$177.56	$349.26	$520.96	$692.66	$99.78
850	$47.11	$88.37	$184.62	$363.37	$542.13	$720.88	$101.41
900	$48.74	$91.62	$191.67	$377.48	$563.29	$749.10	$103.03
1000	$52.00	$98.13	$205.78	$405.70	$605.62	$805.54	$106.29
1200	$58.51	$111.16	$234.00	$462.14	$690.28	$918.42	$112.80
1400	$65.02	$124.18	$262.22	$518.59	$774.95	$1,031.31	$119.32
1500	$68.28	$130.70	$276.34	$546.81	$817.28	$1,087.75	$122.57
1750	$76.42	$146.98	$311.61	$617.36	$923.11	$1,228.85	$130.71
2000	$84.56	$163.26	$346.89	$687.91	$1,028.93	$1,369.96	$138.85
2500	$100.84	$195.82	$417.44	$829.01	$1,240.59	$1,652.17	$155.13
3000	$117.12	$228.38	$487.99	$970.12	$1,452.25	$1,934.37	$171.42
3500	$133.41	$260.95	$558.54	$1,111.22	$1,663.90	$2,216.58	$187.70
4000	$163.26	$320.65	$687.91	$1,369.96	$2,052.00	$2,734.05	$271.84
5000	$195.82	$385.78	$829.01	$1,652.17	$2,475.32	$3,298.47	$304.40
6000	$228.38	$450.90	$970.12	$1,934.37	$2,898.63	$3,862.88	$336.97
7000	$260.95	$516.03	$1,111.22	$2,216.58	$3,321.94	$4,427.30	$369.53

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2019 July 1, 2018 through June 30, 2019

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$23.60	$41.10	$81.94	$157.78	$233.63	$309.47	-
150	$25.29	$44.49	$89.28	$172.46	$255.64	$338.82	-
200	$26.99	$47.88	$96.62	$187.13	$277.65	$368.17	$83.45
250	$28.68	$51.26	$103.95	$201.81	$299.66	$397.52	$85.14
300	$30.37	$54.65	$111.29	$216.48	$321.68	$426.87	$86.84
350	$32.07	$58.04	$118.63	$231.16	$343.69	$456.22	$88.53
400	$33.76	$61.42	$125.97	$245.83	$365.70	$485.57	$90.22
450	$35.45	$64.81	$133.30	$260.51	$387.71	$514.92	$91.92
500	$37.15	$68.19	$140.64	$275.18	$409.72	$544.27	$93.61
550	$38.84	$71.58	$147.98	$289.86	$431.74	$573.62	$95.30
600	$40.53	$74.97	$155.32	$304.53	$453.75	$602.97	$97.00
650	$42.23	$78.35	$162.65	$319.21	$475.76	$632.32	$98.69
700	$43.92	$81.74	$169.99	$333.88	$497.77	$661.67	$100.38
750	$45.61	$85.13	$177.33	$348.56	$519.79	$691.02	$102.08
800	$47.31	$88.51	$184.66	$363.23	$541.80	$720.36	$103.77
850	$49.00	$91.90	$192.00	$377.91	$563.81	$749.71	$105.46
900	$50.69	$95.29	$199.34	$392.58	$585.82	$779.06	$107.16
1000	$54.08	$102.06	$214.01	$421.93	$629.85	$837.76	$110.54
1200	$60.85	$115.61	$243.36	$480.63	$717.90	$955.16	$117.31
1400	$67.62	$129.15	$272.71	$539.33	$805.94	$1,072.56	$124.09
1500	$71.01	$135.92	$287.39	$568.68	$849.97	$1,131.26	$127.47
1750	$79.48	$152.86	$324.08	$642.05	$960.03	$1,278.01	$135.94
2000	$87.94	$169.79	$360.76	$715.43	$1,070.09	$1,424.76	$144.41
2500	$104.88	$203.65	$434.14	$862.18	$1,290.21	$1,718.25	$161.34
3000	$121.81	$237.52	$507.51	$1,008.92	$1,510.34	$2,011.75	$178.27
3500	$138.74	$271.38	$580.88	$1,155.67	$1,730.46	$2,305.24	$195.20
4000	$169.79	$333.48	$715.43	$1,424.76	$2,134.08	$2,843.41	$282.72
5000	$203.65	$401.21	$862.18	$1,718.25	$2,574.33	$3,430.41	$316.58
6000	$237.52	$468.94	$1,008.92	$2,011.75	$3,014.57	$4,017.40	$350.45
7000	$271.38	$536.67	$1,155.67	$2,305.24	$3,454.82	$4,604.39	$384.31

B. Hauled water delivery services for zone two, involving the following capacities, frequencies, extra call charges and rates are:

Zone 2 Hauled Water Rates

Monthly Rates Zone 2, Hauled Water FY2015 Through June 30, 2015

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$29.90	$54.96	$113.44	$222.04	$330.64	$439.25	-
150	$31.24	$57.64	$119.25	$233.67	$348.09	$462.51	-
200	$32.58	$60.33	$125.07	$245.30	$365.54	$485.77	$122.09
250	$33.92	$63.01	$130.89	$256.94	$382.99	$509.04	$123.43
300	$35.26	$65.70	$136.70	$268.57	$400.44	$532.30	$124.78
350	$36.61	$68.38	$142.52	$280.20	$417.88	$555.57	$126.12
400	$37.95	$71.06	$148.33	$291.83	$435.33	$578.83	$127.46
450	$39.29	$73.75	$154.15	$303.46	$452.78	$602.10	$128.80
500	$40.63	$76.43	$159.97	$315.10	$470.23	$625.36	$130.14
550	$41.98	$79.12	$165.78	$326.73	$487.68	$648.62	$131.49
600	$43.32	$81.80	$171.60	$338.36	$505.12	$671.89	$132.83
650	$44.66	$84.49	$177.41	$349.99	$522.57	$695.15	$134.17
700	$46.00	$87.17	$183.23	$361.63	$540.02	$718.42	$135.51
750	$47.34	$89.85	$189.05	$373.26	$557.47	$741.68	$136.86
800	$48.69	$92.54	$194.86	$384.89	$574.92	$764.94	$138.20
850	$50.03	$95.22	$200.68	$396.52	$592.37	$788.21	$139.54
900	$51.37	$97.91	$206.49	$408.15	$609.81	$811.47	$140.88
1000	$54.06	$103.28	$218.13	$431.42	$644.71	$858.00	$143.57
1200	$59.42	$114.01	$241.39	$477.95	$714.50	$951.06	$148.94
1400	$64.79	$124.75	$264.65	$524.47	$784.29	$1,044.12	$154.30
1500	$67.48	$130.12	$276.29	$547.74	$819.19	$1,090.64	$156.99
1750	$74.19	$143.54	$305.37	$605.90	$906.43	$1,206.96	$163.70
2000	$80.90	$156.96	$334.45	$664.06	$993.67	$1,323.29	$170.41
2500	$94.32	$183.81	$392.61	$780.38	$1,168.15	$1,555.93	$183.83
3000	$107.74	$210.65	$450.77	$896.70	$1,342.64	$1,788.57	$197.25
3500	$121.16	$237.49	$508.93	$1,013.02	$1,517.12	$2,021.21	$210.67
4000	$156.96	$309.09	$664.06	$1,323.29	$1,982.51	$2,641.74	$335.99
5000	$183.81	$362.78	$780.38	$1,555.93	$2,331.48	$3,107.02	$362.83
6000	$210.65	$416.47	$896.70	$1,788.57	$2,680.44	$3,572.31	$389.67
7000	$237.49	$470.15	$1,013.02	$2,021.21	$3,029.40	$4,037.59	$416.52

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Vote:

Monthly Rates Zone 2, Hauled Water FY2016 July 1, 2015 through June 30, 2016

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$32.29	$59.35	$122.51	$239.80	$357.09	$474.39	-
150	$33.74	$62.25	$128.79	$252.37	$375.94	$499.51	-
200	$35.19	$65.15	$135.07	$264.93	$394.78	$524.64	$131.86
250	$36.64	$68.05	$141.36	$277.49	$413.63	$549.76	$133.31
300	$38.09	$70.95	$147.64	$290.05	$432.47	$574.89	$134.76
350	$39.54	$73.85	$153.92	$302.62	$451.31	$600.01	$136.21
400	$40.99	$76.75	$160.20	$315.18	$470.16	$625.14	$137.66
450	$42.43	$79.65	$166.48	$327.74	$489.00	$650.26	$139.11
500	$43.88	$82.55	$172.76	$340.30	$507.85	$675.39	$140.56
550	$45.33	$85.45	$179.04	$352.87	$526.69	$700.51	$142.01
600	$46.78	$88.35	$185.33	$365.43	$545.53	$725.64	$143.46
650	$48.23	$91.24	$191.61	$377.99	$564.38	$750.76	$144.91
700	$49.68	$94.14	$197.89	$390.56	$583.22	$775.89	$146.35
750	$51.13	$97.04	$204.17	$403.12	$602.07	$801.01	$147.80
800	$52.58	$99.94	$210.45	$415.68	$620.91	$826.14	$149.25
850	$54.03	$102.84	$216.73	$428.24	$639.75	$851.27	$150.70
900	$55.48	$105.74	$223.01	$440.81	$658.60	$876.39	$152.15
1000	$58.38	$111.54	$235.58	$465.93	$696.29	$926.64	$155.05
1200	$64.18	$123.13	$260.70	$516.18	$771.66	$1,027.14	$160.85
1400	$69.98	$134.73	$285.83	$566.43	$847.04	$1,127.64	$166.65
1500	$72.87	$140.53	$298.39	$591.56	$884.73	$1,177.90	$169.55
1750	$80.12	$155.02	$329.80	$654.37	$978.95	$1,303.52	$176.80
2000	$87.37	$169.52	$361.20	$717.18	$1,073.17	$1,429.15	$184.04
2500	$101.87	$198.51	$424.02	$842.81	$1,261.61	$1,680.40	$198.54
3000	$116.36	$227.50	$486.83	$968.44	$1,450.05	$1,931.66	$213.03
3500	$130.86	$256.49	$549.64	$1,094.06	$1,638.49	$2,182.91	$227.53
4000	$169.52	$333.82	$717.18	$1,429.15	$2,141.11	$2,853.08	$362.86
5000	$198.51	$391.80	$842.81	$1,680.40	$2,517.99	$3,355.58	$391.86
6000	$227.50	$449.78	$968.44	$1,931.66	$2,894.87	$3,858.09	$420.85
7000	$256.49	$507.76	$1,094.06	$2,182.91	$3,271.75	$4,360.60	$449.84

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Monthly Rates Zone 2, Hauled Water FY2017 July 1, 2016 through June 30, 2017

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$34.87	$64.10	$132.31	$258.99	$385.66	$512.34	-
150	$36.44	$67.23	$139.10	$272.55	$406.01	$539.47	-
200	$38.00	$70.37	$145.88	$286.12	$426.36	$566.61	$142.41
250	$39.57	$73.50	$152.66	$299.69	$446.72	$593.74	$143.97
300	$41.13	$76.63	$159.45	$313.26	$467.07	$620.88	$145.54
350	$42.70	$79.76	$166.23	$326.83	$487.42	$648.01	$147.10
400	$44.26	$82.89	$173.02	$340.39	$507.77	$675.15	$148.67
450	$45.83	$86.02	$179.80	$353.96	$528.12	$702.28	$150.24
500	$47.39	$89.15	$186.58	$367.53	$548.47	$729.42	$151.80
550	$48.96	$92.28	$193.37	$381.10	$568.83	$756.55	$153.37
600	$50.53	$95.41	$200.15	$394.66	$589.18	$783.69	$154.93
650	$52.09	$98.54	$206.94	$408.23	$609.53	$810.83	$156.50
700	$53.66	$101.68	$213.72	$421.80	$629.88	$837.96	$158.06
750	$55.22	$104.81	$220.50	$435.37	$650.23	$865.10	$159.63
800	$56.79	$107.94	$227.29	$448.93	$670.58	$892.23	$161.19
850	$58.35	$111.07	$234.07	$462.50	$690.93	$919.37	$162.76
900	$59.92	$114.20	$240.85	$476.07	$711.29	$946.50	$164.33
1000	$63.05	$120.46	$254.42	$503.21	$751.99	$1,000.77	$167.46
1200	$69.31	$132.99	$281.56	$557.48	$833.40	$1,109.31	$173.72
1400	$75.57	$145.51	$308.69	$611.75	$914.80	$1,217.86	$179.98
1500	$78.70	$151.77	$322.26	$638.88	$955.50	$1,272.13	$183.11
1750	$86.53	$167.43	$356.18	$706.72	$1,057.26	$1,407.80	$190.94
2000	$94.36	$183.08	$390.10	$774.56	$1,159.02	$1,543.48	$198.77
2500	$110.01	$214.39	$457.94	$910.24	$1,362.54	$1,814.83	$214.42
3000	$125.67	$245.70	$525.78	$1,045.91	$1,566.05	$2,086.19	$230.08
3500	$141.32	$277.01	$593.61	$1,181.59	$1,769.57	$2,357.54	$245.73
4000	$183.08	$360.52	$774.56	$1,543.48	$2,312.40	$3,081.32	$391.89
5000	$214.39	$423.15	$910.24	$1,814.83	$2,719.43	$3,624.03	$423.20
6000	$245.70	$485.77	$1,045.91	$2,086.19	$3,126.46	$4,166.74	$454.51
7000	$277.01	$548.39	$1,181.59	$2,357.54	$3,533.49	$4,709.45	$485.82

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Monthly Rates Zone 2, Hauled Water FY2018 July 1, 2017 through June 30, 2018

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$36.27	$66.67	$137.61	$269.35	$401.09	$532.83	-
150	$37.89	$69.92	$144.66	$283.46	$422.25	$561.05	-
200	$39.52	$73.18	$151.72	$297.57	$443.42	$589.27	$148.10
250	$41.15	$76.44	$158.77	$311.68	$464.58	$617.49	$149.73
300	$42.78	$79.69	$165.83	$325.79	$485.75	$645.71	$151.36
350	$44.41	$82.95	$172.88	$339.90	$506.92	$673.93	$152.99
400	$46.03	$86.20	$179.94	$354.01	$528.08	$702.15	$154.62
450	$47.66	$89.46	$186.99	$368.12	$549.25	$730.38	$156.25
500	$49.29	$92.72	$194.05	$382.23	$570.41	$758.60	$157.87
550	$50.92	$95.97	$201.10	$396.34	$591.58	$786.82	$159.50
600	$52.55	$99.23	$208.16	$410.45	$612.74	$815.04	$161.13
650	$54.17	$102.49	$215.21	$424.56	$633.91	$843.26	$162.76
700	$55.80	$105.74	$222.27	$438.67	$655.08	$871.48	$164.39
750	$57.43	$109.00	$229.32	$452.78	$676.24	$899.70	$166.01
800	$59.06	$112.25	$236.38	$466.89	$697.41	$927.92	$167.64
850	$60.69	$115.51	$243.43	$481.00	$718.57	$956.14	$169.27
900	$62.32	$118.77	$250.49	$495.11	$739.74	$984.36	$170.90
1000	$65.57	$125.28	$264.60	$523.33	$782.07	$1,040.80	$174.15
1200	$72.08	$138.30	$292.82	$579.78	$866.73	$1,153.69	$180.67
1400	$78.60	$151.33	$321.04	$636.22	$951.39	$1,266.57	$187.18
1500	$81.85	$157.84	$335.15	$664.44	$993.72	$1,323.01	$190.44
1750	$89.99	$174.12	$370.43	$734.99	$1,099.55	$1,464.12	$198.58
2000	$98.13	$190.40	$405.70	$805.54	$1,205.38	$1,605.22	$206.72
2500	$114.42	$222.97	$476.25	$946.65	$1,417.04	$1,887.43	$223.00
3000	$130.70	$255.53	$546.81	$1,087.75	$1,628.69	$2,169.64	$239.28
3500	$146.98	$288.09	$617.36	$1,228.85	$1,840.35	$2,451.84	$255.56
4000	$190.40	$374.95	$805.54	$1,605.22	$2,404.90	$3,204.58	$407.57
5000	$222.97	$440.07	$946.65	$1,887.43	$2,828.21	$3,768.99	$440.13
6000	$255.53	$505.20	$1,087.75	$2,169.64	$3,251.52	$4,333.41	$472.69
7000	$288.09	$570.32	$1,228.85	$2,451.84	$3,674.83	$4,897.82	$505.26

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Monthly Rates Zone 2, Hauled Water FY2019 July 1, 2018 through June 30, 2019

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$37.72	$69.33	$143.11	$280.12	$417.13	$554.14	-
150	$39.41	$72.72	$150.45	$294.80	$439.14	$583.49	-
200	$41.10	$76.11	$157.78	$309.47	$461.16	$612.84	$154.03
250	$42.80	$79.49	$165.12	$324.15	$483.17	$642.19	$155.72
300	$44.49	$82.88	$172.46	$338.82	$505.18	$671.54	$157.42
350	$46.18	$86.27	$179.80	$353.49	$527.19	$700.89	$159.11
400	$47.88	$89.65	$187.13	$368.17	$549.21	$730.24	$160.80
450	$49.57	$93.04	$194.47	$382.84	$571.22	$759.59	$162.49
500	$51.26	$96.43	$201.81	$397.52	$593.23	$788.94	$164.19
550	$52.96	$99.81	$209.15	$412.19	$615.24	$818.29	$165.88
600	$54.65	$103.20	$216.48	$426.87	$637.25	$847.64	$167.57
650	$56.34	$106.59	$223.82	$441.54	$659.27	$876.99	$169.27
700	$58.04	$109.97	$231.16	$456.22	$681.28	$906.34	$170.96
750	$59.73	$113.36	$238.50	$470.89	$703.29	$935.69	$172.65
800	$61.42	$116.75	$245.83	$485.57	$725.30	$965.04	$174.35
850	$63.11	$120.13	$253.17	$500.24	$747.32	$994.39	$176.04
900	$64.81	$123.52	$260.51	$514.92	$769.33	$1,023.74	$177.73
1000	$68.19	$130.29	$275.18	$544.27	$813.35	$1,082.44	$181.12
1200	$74.97	$143.84	$304.53	$602.97	$901.40	$1,199.83	$187.89
1400	$81.74	$157.38	$333.88	$661.67	$989.45	$1,317.23	$194.67
1500	$85.13	$164.16	$348.56	$691.02	$1,033.47	$1,375.93	$198.05
1750	$93.59	$181.09	$385.24	$764.39	$1,143.53	$1,522.68	$206.52
2000	$102.06	$198.02	$421.93	$837.76	$1,253.60	$1,669.43	$214.99
2500	$118.99	$231.89	$495.30	$984.51	$1,473.72	$1,962.92	$231.92
3000	$135.92	$265.75	$568.68	$1,131.26	$1,693.84	$2,256.42	$248.85
3500	$152.86	$299.62	$642.05	$1,278.01	$1,913.96	$2,549.92	$265.78
4000	$198.02	$389.94	$837.76	$1,669.43	$2,501.09	$3,332.76	$423.87
5000	$231.89	$457.67	$984.51	$1,962.92	$2,941.34	$3,919.75	$457.74
6000	$265.75	$525.40	$1,131.26	$2,256.42	$3,381.58	$4,506.74	$491.60
7000	$299.62	$593.13	$1,278.01	$2,549.92	$3,821.83	$5,093.74	$525.47

~~C. Extra Call Rates.~~

~~1. Residential/commercial extra call, normal hours, will be as follows:~~

~~Capacity~~	~~Water~~	~~Sewer~~
~~200 Gallons~~	~~$71.43~~	~~$65.95~~
~~250 Gallons~~	~~$74.05~~	~~$67.20~~
~~300 Gallons~~	~~$76.67~~	~~$68.45~~
~~350 Gallons~~	~~$79.28~~	~~$69.70~~
~~400 Gallons~~	~~$81.90~~	~~$70.95~~
~~450 Gallons~~	~~$84.51~~	~~$72.20~~
~~500 Gallons~~	~~$87.13~~	~~$73.45~~
~~550 Gallons~~	~~$89.75~~	~~$74.68~~
~~600 Gallons~~	~~$92.37~~	~~$75.94~~
~~650 Gallons~~	~~$94.98~~	~~$77.19~~
~~700 Gallons~~	~~$97.59~~	~~$78.43~~
~~750 Gallons~~	~~$100.21~~	~~$79.68~~
~~800 Gallons~~	~~$102.83~~	~~$80.93~~
~~850 Gallons~~	~~$105.45~~	~~$82.17~~
~~900 Gallons~~	~~$108.07~~	~~$83.42~~
~~1,000 Gallons~~	~~$113.29~~	~~$85.92~~
~~1,200 Gallons~~	~~$123.77~~	~~$90.91~~
~~1,400 Gallons~~	~~$134.23~~	~~$95.90~~
~~1,500~~	~~$139.46~~	~~$98.40~~

~~Gallons~~		
~~1,750 Gallons~~	~~$152.54~~	~~$104.63~~
~~2,000 Gallons~~	~~$165.63~~	~~$110.88~~
~~2,500 Gallons~~	~~$110.88~~	~~$123.35~~
~~3,000 Gallons~~	~~$217.97~~	~~$135.83~~
~~3,500 Gallons~~	~~$244.13~~	~~$147.40~~

~~1. Residential/commercial extra call after hours shall be the normal hours rate plus seventy five dollars ($75).~~

~~D. Rate for deliveries over three thousand five hundred (3,500) gallons calculated using the three thousand five hundred (3,500) gallon rate plus the rate for additional gallons. Examples:~~

~~1. The rate for four thousand five hundred (4,500) gallons is the rate for three thousand five hundred (3,500) gallons plus the rate for one thousand (1,000) gallons.~~

~~2. The rate for eight thousand (8,000) gallons is two (2) times the three thousand five hundred (3,500) gallon rate plus one thousand (1,000) gallon rate.~~

~~E.~~ C. ~~Residential/Commercial~~ Water Delivery Services for Outside Fill. Customers with inside fill shall be charged by the schedule as set by the outside fill rate, and in addition each customer shall be charged a monthly surcharge of fourteen dollars and sixty-three cents ($14.63) per month. Each inside fill customer is required to have a waiver of liability on file with the finance department.

~~F. Residential/commercial extra calls from the schedule in subsections (B)(1) and (2) of this section.~~

~~G.~~ D. No new services for deliveries more than two (2) times a week shall be established.

~~H.~~ E. ~~Residential/commercial~~ Piped water rates:

1. ~~Flat rate (nonmetered)~~ Nonmetered: ~~one hundred twenty-five dollars and eight cents ($125.08)~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$210.24	$227.06	$245.22	$255.03	$265.23

2. ~~Residential/commercial~~ Metered service per one thousand (1,000) gallons: ~~twenty-six dollars and fifty cents ($26.50) per one thousand (1,000) gallons~~;

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$41.35	$44.66	$48.23	$50.16	$52.16

a. Any nonresidential customer on piped services shall be charged the meter rate.

~~3. Residential metered service: sixty-four dollars ($64.00) flat rate plus two and six tenths cents ($0.026) per gallon;~~

~~4.~~ 3. Water service picked up at the pump house per approximate gallon: ~~three cents ($0.03) per gallon (seventy-five cents ($0.75) per minute approximately three cents ($0.03) per gallon).~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$0.0336	$0.0362	$0.0392	$0.0408	$0.0424

13.16.025 Protection from plumbing failure.

In cases where a documented plumbing malfunction or breakage occurs in a metered residence, and there is an unusually high water usage, the customer can request a reversal of fees above and beyond an average rate reflecting three (3) months' metered consumption. Such reversal shall be at the discretion of the city administration.

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Public Hearing: May 13, 2014
May 27, 2014
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13.16.030 Sewage service.

For the providing of residential/commercial sewage service within the city, the following charges shall be made:

A. Hauled sewer evacuation services, involving the following capacities, frequencies, extra haul charges and rates are:

Monthly Rates, Hauled Sewer FY2015 Through June 30, 2015

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$22.43	$39.94	$80.04	$155.21	$230.38	$293.79	-
150	$23.37	$41.84	$84.11	$163.35	$242.59	$309.45	-
200	$24.32	$43.73	$88.18	$171.49	$254.80	$325.11	$63.11
250	$25.27	$45.63	$92.25	$179.63	$267.01	$340.76	$64.01
300	$26.22	$47.53	$96.32	$187.77	$279.22	$356.42	$64.91
350	$27.17	$49.42	$100.39	$195.91	$291.44	$372.08	$65.82
400	$28.12	$51.32	$104.46	$204.05	$303.65	$387.73	$66.72
450	$29.07	$53.22	$108.53	$212.20	$315.86	$403.39	$67.62
500	$30.01	$55.11	$112.60	$220.34	$328.07	$419.05	$68.53
550	$30.96	$57.01	$116.67	$228.48	$340.29	$434.71	$69.43
600	$31.91	$58.91	$120.74	$236.62	$352.50	$450.36	$70.33
650	$32.86	$60.81	$124.81	$244.76	$364.71	$466.02	$71.24
700	$33.81	$62.70	$128.88	$252.90	$376.92	$481.68	$72.14
750	$34.76	$64.60	$132.96	$261.05	$389.14	$497.33	$73.04
800	$35.70	$66.50	$137.03	$269.19	$401.35	$512.99	$73.95
850	$36.65	$68.39	$141.10	$277.33	$413.56	$528.65	$74.85
900	$37.60	$70.29	$145.17	$285.47	$425.77	$544.30	$75.75
1000	$39.50	$74.08	$153.31	$301.75	$450.20	$575.62	$77.56
1200	$43.29	$81.67	$169.59	$334.32	$499.05	$638.24	$81.17
1400	$47.09	$89.26	$185.88	$366.89	$547.90	$700.87	$84.78
1500	$48.98	$93.05	$194.02	$383.17	$572.32	$732.19	$86.59
1750	$53.72	$102.54	$214.37	$423.88	$633.38	$810.47	$91.11
2000	$58.47	$112.02	$234.73	$464.59	$694.44	$888.75	$95.62
2500	$67.95	$130.99	$275.43	$546.00	$816.57	$1,045.32	$104.66
3000	$77.44	$149.96	$316.14	$627.42	$938.69	$1,201.89	$113.69
3500	$86.92	$168.93	$356.85	$708.83	$1,060.82	$1,358.46	$122.72
4000	$112.02	$219.13	$464.59	$924.30	$1,384.02	$1,772.83	$191.25
5000	$130.99	$257.07	$546.00	$1,087.14	$1,628.27	$2,085.97	$209.31
6000	$149.96	$295.01	$627.42	$1,249.97	$1,872.52	$2,399.11	$227.38
7000	$168.93	$332.94	$708.83	$1,412.80	$2,116.77	$2,712.24	$245.44

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Monthly Rates, Hauled Sewer FY2016 July 1, 2015 through June 30, 2016

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$23.55	$41.94	$84.04	$162.97	$241.89	$308.48	$0.00
150	$24.54	$43.93	$88.31	$171.51	$254.72	$324.92	$0.00
200	$25.54	$45.92	$92.59	$180.06	$267.54	$341.36	$66.26
250	$26.54	$47.91	$96.86	$188.61	$280.36	$357.80	$67.21
300	$27.53	$49.90	$101.13	$197.16	$293.19	$374.24	$68.16
350	$28.53	$51.90	$105.41	$205.71	$306.01	$390.68	$69.11
400	$29.52	$53.89	$109.68	$214.26	$318.83	$407.12	$70.05
450	$30.52	$55.88	$113.96	$222.81	$331.65	$423.56	$71.00
500	$31.51	$57.87	$118.23	$231.35	$344.48	$440.00	$71.95
550	$32.51	$59.86	$122.51	$239.90	$357.30	$456.44	$72.90
600	$33.51	$61.85	$126.78	$248.45	$370.12	$472.88	$73.85
650	$34.50	$63.85	$131.05	$257.00	$382.95	$489.32	$74.80
700	$35.50	$65.84	$135.33	$265.55	$395.77	$505.76	$75.75
750	$36.49	$67.83	$139.60	$274.10	$408.59	$522.20	$76.69
800	$37.49	$69.82	$143.88	$282.65	$421.42	$538.64	$77.64
850	$38.49	$71.81	$148.15	$291.20	$434.24	$555.08	$78.59
900	$39.48	$73.80	$152.43	$299.74	$447.06	$571.52	$79.54
1000	$41.47	$77.79	$160.98	$316.84	$472.71	$604.40	$81.44
1200	$45.46	$85.75	$178.07	$351.04	$524.00	$670.16	$85.23
1400	$49.44	$93.72	$195.17	$385.23	$575.29	$735.92	$89.02
1500	$51.43	$97.71	$203.72	$402.33	$600.94	$768.79	$90.92
1750	$56.41	$107.66	$225.09	$445.07	$665.05	$850.99	$95.66
2000	$61.39	$117.62	$246.46	$487.81	$729.17	$933.19	$100.40
2500	$71.35	$137.54	$289.20	$573.30	$857.40	$1,097.59	$109.89
3000	$81.31	$157.46	$331.95	$658.79	$985.63	$1,261.99	$119.37
3500	$91.27	$177.37	$374.69	$744.27	$1,113.86	$1,426.38	$128.86
4000	$117.62	$230.09	$487.81	$970.52	$1,453.23	$1,861.47	$200.81
5000	$137.54	$269.92	$573.30	$1,141.49	$1,709.69	$2,190.27	$219.78
6000	$157.46	$309.76	$658.79	$1,312.47	$1,966.14	$2,519.06	$238.75
7000	$177.37	$349.59	$744.27	$1,483.44	$2,222.60	$2,847.86	$257.72

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Monthly Rates, Hauled Sewer FY2017 July 1, 2016 through June 30, 2017

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$24.49	$43.61	$87.40	$169.48	$251.57	$320.82	$0.00
150	$25.52	$45.69	$91.84	$178.37	$264.91	$337.92	$0.00
200	$26.56	$47.76	$96.29	$187.27	$278.24	$355.02	$68.91
250	$27.60	$49.83	$100.73	$196.16	$291.58	$372.11	$69.90
300	$28.63	$51.90	$105.18	$205.05	$304.91	$389.21	$70.88
350	$29.67	$53.97	$109.63	$213.94	$318.25	$406.31	$71.87
400	$30.70	$56.04	$114.07	$222.83	$331.58	$423.41	$72.86
450	$31.74	$58.11	$118.52	$231.72	$344.92	$440.50	$73.84
500	$32.77	$60.19	$122.96	$240.61	$358.26	$457.60	$74.83
550	$33.81	$62.26	$127.41	$249.50	$371.59	$474.70	$75.82
600	$34.85	$64.33	$131.85	$258.39	$384.93	$491.80	$76.80
650	$35.88	$66.40	$136.30	$267.28	$398.26	$508.89	$77.79
700	$36.92	$68.47	$140.74	$276.17	$411.60	$525.99	$78.78
750	$37.95	$70.54	$145.19	$285.06	$424.94	$543.09	$79.76
800	$38.99	$72.61	$149.63	$293.95	$438.27	$560.18	$80.75
850	$40.02	$74.69	$154.08	$302.84	$451.61	$577.28	$81.73
900	$41.06	$76.76	$158.52	$311.73	$464.94	$594.38	$82.72
1000	$43.13	$80.90	$167.41	$329.51	$491.62	$628.57	$84.69
1200	$47.27	$89.19	$185.20	$365.08	$544.96	$696.96	$88.64
1400	$51.42	$97.47	$202.98	$400.64	$598.30	$765.35	$92.58
1500	$53.49	$101.61	$211.87	$418.42	$624.97	$799.55	$94.56
1750	$58.67	$111.97	$234.09	$462.87	$691.65	$885.03	$99.49
2000	$63.85	$122.33	$256.32	$507.33	$758.33	$970.52	$104.42
2500	$74.20	$143.04	$300.77	$596.23	$891.69	$1,141.49	$114.28
3000	$84.56	$163.76	$345.23	$685.14	$1,025.05	$1,312.47	$124.15
3500	$94.92	$184.47	$389.68	$774.05	$1,158.41	$1,483.44	$134.01
4000	$122.33	$239.29	$507.33	$1,009.34	$1,511.35	$1,935.93	$208.84
5000	$143.04	$280.72	$596.23	$1,187.15	$1,778.07	$2,277.88	$228.57
6000	$163.76	$322.15	$685.14	$1,364.96	$2,044.79	$2,619.82	$248.30
7000	$184.47	$363.58	$774.05	$1,542.78	$2,311.51	$2,961.77	$268.03

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Monthly Rates, Hauled Sewer FY2018 July 1, 2017 through June 30, 2018

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$25.47	$45.36	$90.89	$176.26	$261.63	$333.66	$0.00
150	$26.55	$47.51	$95.52	$185.51	$275.50	$351.44	$0.00
200	$27.62	$49.67	$100.14	$194.76	$289.37	$369.22	$71.67
250	$28.70	$51.82	$104.76	$204.00	$303.24	$387.00	$72.69
300	$29.78	$53.98	$109.39	$213.25	$317.11	$404.78	$73.72
350	$30.85	$56.13	$114.01	$222.49	$330.98	$422.56	$74.75
400	$31.93	$58.28	$118.63	$231.74	$344.85	$440.34	$75.77
450	$33.01	$60.44	$123.26	$240.99	$358.72	$458.12	$76.80
500	$34.09	$62.59	$127.88	$250.23	$372.59	$475.90	$77.82
550	$35.16	$64.75	$132.50	$259.48	$386.46	$493.69	$78.85
600	$36.24	$66.90	$137.13	$268.73	$400.33	$511.47	$79.87
650	$37.32	$69.06	$141.75	$277.97	$414.20	$529.25	$80.90
700	$38.39	$71.21	$146.37	$287.22	$428.06	$547.03	$81.93
750	$39.47	$73.36	$151.00	$296.46	$441.93	$564.81	$82.95
800	$40.55	$75.52	$155.62	$305.71	$455.80	$582.59	$83.98
850	$41.63	$77.67	$160.24	$314.96	$469.67	$600.37	$85.00
900	$42.70	$79.83	$164.86	$324.20	$483.54	$618.15	$86.03
1000	$44.86	$84.14	$174.11	$342.70	$511.28	$653.72	$88.08
1200	$49.17	$92.75	$192.60	$379.68	$566.76	$724.84	$92.18
1400	$53.47	$101.37	$211.10	$416.67	$622.24	$795.97	$96.29
1500	$55.63	$105.68	$220.34	$435.16	$649.97	$831.53	$98.34
1750	$61.01	$116.45	$243.46	$481.39	$719.32	$920.43	$103.47
2000	$66.40	$127.22	$266.57	$527.62	$788.67	$1,009.34	$108.60
2500	$77.17	$148.76	$312.80	$620.08	$927.36	$1,187.15	$118.86
3000	$87.94	$170.31	$359.04	$712.54	$1,066.05	$1,364.96	$129.11
3500	$98.71	$191.85	$405.27	$805.01	$1,204.75	$1,542.78	$139.37
4000	$127.22	$248.86	$527.62	$1,049.71	$1,571.81	$2,013.37	$217.20
5000	$148.76	$291.95	$620.08	$1,234.64	$1,849.20	$2,368.99	$237.71
6000	$170.31	$335.03	$712.54	$1,419.56	$2,126.58	$2,724.62	$258.23
7000	$191.85	$378.12	$805.01	$1,604.49	$2,403.97	$3,080.24	$278.75

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Monthly Rates, Hauled Sewer FY2019 July 1, 2018 through June 30, 2019

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$26.49	$47.17	$94.53	$183.31	$272.10	$347.00	$0.00
150	$27.61	$49.41	$99.34	$192.93	$286.52	$365.49	$0.00
200	$28.73	$51.65	$104.15	$202.55	$300.95	$383.99	$74.53
250	$29.85	$53.89	$108.95	$212.16	$315.37	$402.48	$75.60
300	$30.97	$56.13	$113.76	$221.78	$329.79	$420.97	$76.67
350	$32.09	$58.38	$118.57	$231.39	$344.22	$439.46	$77.74
400	$33.21	$60.62	$123.38	$241.01	$358.64	$457.96	$78.80
450	$34.33	$62.86	$128.19	$250.63	$373.07	$476.45	$79.87
500	$35.45	$65.10	$132.99	$260.24	$387.49	$494.94	$80.94
550	$36.57	$67.34	$137.80	$269.86	$401.91	$513.43	$82.00
600	$37.69	$69.58	$142.61	$279.47	$416.34	$531.93	$83.07
650	$38.81	$71.82	$147.42	$289.09	$430.76	$550.42	$84.14
700	$39.93	$74.06	$152.23	$298.71	$445.19	$568.91	$85.20
750	$41.05	$76.30	$157.03	$308.32	$459.61	$587.40	$86.27
800	$42.17	$78.54	$161.84	$317.94	$474.04	$605.90	$87.34
850	$43.29	$80.78	$166.65	$327.56	$488.46	$624.39	$88.40
900	$44.41	$83.02	$171.46	$337.17	$502.88	$642.88	$89.47
1000	$46.65	$87.50	$181.08	$356.40	$531.73	$679.87	$91.60
1200	$51.13	$96.46	$200.31	$394.87	$589.43	$753.84	$95.87
1400	$55.61	$105.42	$219.54	$433.33	$647.12	$827.80	$100.14
1500	$57.85	$109.91	$229.16	$452.56	$675.97	$864.79	$102.27
1750	$63.45	$121.11	$253.20	$500.64	$748.09	$957.25	$107.61
2000	$69.06	$132.31	$277.24	$548.72	$820.21	$1,049.71	$112.94
2500	$80.26	$154.71	$325.32	$644.89	$964.45	$1,234.64	$123.61
3000	$91.46	$177.12	$373.40	$741.05	$1,108.70	$1,419.56	$134.28
3500	$102.66	$199.52	$421.48	$837.21	$1,252.94	$1,604.49	$144.95
4000	$132.31	$258.82	$548.72	$1,091.70	$1,634.68	$2,093.90	$225.88
5000	$154.71	$303.63	$644.89	$1,284.02	$1,923.16	$2,463.75	$247.22
6000	$177.12	$348.43	$741.05	$1,476.35	$2,211.65	$2,833.60	$268.56
7000	$199.52	$393.24	$837.21	$1,668.67	$2,500.13	$3,203.45	$289.90

~~A. Evacuation Service.~~

~~1. a. On schedule, per rates in the schedule in BMC 13.16.020(B).~~

~~b. In addition to usage charges under BMC 13.16.020(B) and (H), sewer customers shall pay five dollars ($5) monthly per sewer subscription for facility charges to recover the cost of sewer system capital improvements and depreciation.~~

~~c. For sewer tank evacuations less frequent than water deliveries, sewer rate is determined from the sum of regular water deliveries between sewer tank evacuations. For sewer customers without water service, the sewer rate will be based on the size of the sewer tank.~~

~~2. Residential/commercial extra call rates are from the schedule in BMC 13.16.020(C)(1) and (2).~~

B. No new services for evacuation more than two (2) times a week will be established.

C. Piped sewer service:

1. ~~Flat rate~~ Nonmetered per month per dwelling unit ~~(metered and nonmetered service)~~: ~~thirty-three dollars and ninety-two cents ($33.92) per month per dwelling unit;~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$52.68	$55.32	$57.53	$59.83	$62.22

2. ~~Commercial~~ Metered service per one thousand (1,000) gallons: ~~seventeen dollars and forty-nine cents ($17.49) per one thousand (1,000) gallons.~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$9.55	$10.03	$10.43	$10.85	$11.28

a. Any nonresidential customer on piped services shall be charged the meter rate.

~~D. Sewage service dumped at the municipal sewage lagoon: four dollars and thirty-nine cents ($4.39) per one thousand (1,000) gallons.~~

13.16.035 Hauled water /sewer services extra call/haul request.

A. Any hauled water customer may request an extra call for water delivery on a form provided by the finance department indicating the number of gallons of water requested. Each extra call for water delivery will have a corresponding extra haul for sewer evacuation at the rate corresponding to the number gallons requested for the extra call for water, to be paid at the same time as the extra call for water.

B. Hauled services extra call after regular business hours shall be the corresponding rate listed in BMC 13.16.020 A or B or 13.16.030 A depending on the type of service and the zone, plus one hundred and fifty dollars ($150).

13.16.040 Renewal and replacement fund recovery rate:

A. Hauled water and sewer delivery services replacement fund recovery rates per 1,000 gallons are:

Hauled Water	Hauled Sewer
$2.10	$1.59

B. Nonmetered subscription replacement fund recovery rates are:

Flat Rate Water	Flat Rate Sewer
$16.35	$16.35

C. Metered water and sewer subscription replacement fund recovery rates per 1,000 gallons of water supplied are:

Metered Water	Metered Sewer
$3.27	$3.27

~~13.16.035~~ 13.16.045 Prepaid services.

A. Any person or entity may at any time, without regard to subscription to services, status of an account or indebtedness to the city, receive water or sewer service by prepaying.

B. The charge for prepaid services will be the applicable extra call fee. ~~plus a twenty dollar ($20) administrative fee.~~

~~C. Payment can be made in cash. Other forms of payment will be at the city's discretion.~~

~~D.~~ C. The city can refuse service under this section if the customer does not have a suitable tank or reasonable access.

~~13.16.040~~ 13.16.050 Holidays.

The monthly residential/commercial rates charges for the collection of garbage, rubbish and waste material, delivery of water and removal of sewage within the city shall not include providing such services on or during officially recognized city holidays as described in the city's personnel rules.

~~13.16.050~~ 13.16.060 Allowance for mechanical malfunctions.

The monthly residential/commercial rates charged for the collection of garbage, rubbish and waste material, delivery of water and removal of sewage within the city are also established on the basis of three (3) days per year for garbage service, three (3) days per year for water service and three (3) days per year for sewer service which may not be implemented because of mechanical malfunctions experienced by city-owned vehicles engaged in providing the utility services described in this section.

~~13.16.060~~ 13.16.070 Adjustments for nonservice.

Customers who do not receive residential/commercial garbage, water or sewer services four (4) or more times a year in each of the utility service areas mentioned in this chapter, excluding officially recognized city holidays, physical or other impediments created by the customer to all residential/commercial garbage, water or sewer areas (e.g., locked doors, the presence of animals) and the three (3) days per year per utility service area which may not be implemented because of mechanical malfunctions experienced by city-owned vehicles engaged in providing the utility services described

in this section, may request and shall be granted by the city an adjustment to their utility bills as supported by utility records maintained by the city's public works department and finance department. Such requests by a utility customer shall be made to the city's finance department within thirty (30) days after utility bills are mailed by the city. If a utility customer makes a request for an adjustment to the utility bill after the thirty (30) day time period, such request will be considered invalid by the city.

~~13.16.070~~ 13.16.080 Senior citizen credit.

A. Any Bethel citizen at least ~~sixty (60)~~ sixty-five (65) years of age residing in their own household shall receive ~~up to~~ a twenty-five dollars ($25.00) monthly utility credit, if they are the primary source of income, after making application for such at the city utilities office.

B. All other Bethel citizens at least sixty (60) years of age that do not meet the conditions of subsection A of this section shall receive up to a ten dollars ($10) monthly utility credit after making application for such to the city utilities office.

C. Each residential unit shall be limited to one (1) credit application.

~~**13.16.080 Nonliability for water damage.**~~

~~The city shall not be held liable for water damage to any property where the customer has failed to install an adequate operative overflow system, or has failed to keep the overflow line from freezing.~~

~~13.16.090~~ 13.16.080 Contractual agreements.

The city manager shall have the power and authority to enter into contractual arrangements with any person for the provision of any of the services described in this chapter at rates or terms different from those set out in this chapter, subject to the approval of the city council.

SECTION 3. Effective Date. Subsections 13.16.020 F. 2. a. and 13.16.030 C. 2. a. shall become effective on 1/1/2015.

SECTION 4. Effective Date. Except as provided in Section 3 of this ordinance, this ordinance shall become effective no sooner than 60 days and no later than 90 days, after passage of said ordinance.

ENACTED THIS DAY OF 2014, BY A VOTE OF IN FAVOR AND OPPOSED.

Introduced by:	City Council (AM 13-31)
Date:	April 22, 2014
Public Hearing:	May 13, 2014
	May 27, 2014
	June 10, 2014
Action:	
Vote:	

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-12

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE SECTION 13.16 UTILITY RATES

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become part of the Bethel Municipal Code.

SECTION 2. Amendment The Bethel Municipal Code Chapter 13.16, is amended as follows (new language is underlined and ~~old language is stricken out~~):

Chapter 13.16
Utility Rates

13.16.010 Definitions

A. "Hauled Water Zone One (1)" as E ¼ Sec 6,E ¼ Sec 7, E ¼ Sec 18, T8N,R71W,SM Sec 4-5, Sec 8-10, Sec 15-17, T8N, R71 W, SM, as identified in the Hauled Water Zone Map available at the City Offices.

B. "Hauled Water Zone Two (2)" as W ¾ Sec 6, W ¾ Sec 7, W ¾ Sec 18, T8N,R71W, SM, Sec 1, Sec 11-12, Sec 13-14, Sec 23-24, R72W, SM, as identified in the Hauled Water Zone Map available at the City Offices.

C. "Regular Business Hours" means the days and hours the city's administrative offices are open to provide general services to the public, excluding weekends and holidays.

D. "Residential" means a building or group of buildings, containing no more than two (2) separate living quarters all having complete living facilities designed for long-term human habitation.

13.16.020 Water service.

For the providing of residential/commercial water services ~~with~~ within the city, the following charges shall be made:

Comment [ls1]: We had concerns on how to best define the two zones and felt this would be the best approach.
The map provided will need to be modified slightly to prevent confusion on where the two zones are divided but ultimately, at this point in time zone two would include, Kasayuli, Larson, Blueberry, area near the airport and Tundra Ridge.
We decided to provide a map rather than list out subdivisions to make sure all of Bethel is included, even if new subdivisions are established.

Comment [ls2]: This definition is to address the changes made to the Water Title passed by Council last month. Additionally, with the goal of eventually having everyone on a metered system, this would insure commercial users currently on the metered system would remain on the metered system and to help insure multi dwelling units with only one connection are being charged for the amount of water used, rather than a flat rate.

Comment [ls3]: The charges provided below are based off of the actual cost of service not included in the Study but as an addendum. The rates begin FY 2014 and are provided through FY 2018 although the Council asked for a continuation through FY 2020. It has been suggested to keep the ordinance rate list through FY 2018 then reassess the situation to see if the continued increases are necessary. For Water Rates, the continued increases would be 4% annually after FY 2018 – FY 2020.

For Sewer Rates, the continued increases would be 4% in FY 2019 then 3% for FY 2020.

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

~~A. In addition to usage charges under subsections B and H of this section, water customers shall pay five dollars ($5) monthly per water subscription for facility charges to recover the cost of water system capital improvements and depreciation.~~

~~B. Residential/commercial water delivery services for outside fill with an overflow involving the following capacities, frequencies and rate charges:~~

~~Utility Rate Sheet~~

-

~~Capacity~~	~~Frequency~~	Hauled Water Zone 1	Sewer
~~100 Gallons~~	~~1 time per month~~	~~$ 11.83~~	~~$ 10.70~~
-	~~2 times per month~~	~~$ 27.90~~	~~$ 21.40~~
-	~~1 time per week~~	~~$ 40.27~~	~~$ 42.79~~
-	~~2 times per week~~	~~$ 64.86~~	~~$ 85.57~~
-	~~3 times per week~~	~~$ 74.73~~	~~$ 128.35~~
-	~~4 times per week~~	~~$ 102.72~~	~~$ 171.13~~
-	-	-	-
~~150 Gallons~~	~~1 time per month~~	~~$ 13.75~~	~~$ 13.64~~
-	~~2 times per month~~	~~$ 28.04~~	~~$ 27.27~~
-	~~1 time per week~~	~~$ 57.21~~	~~$ 54.53~~
-	~~2 times per week~~	~~$ 116.66~~	~~$ 109.06~~
-	~~3 times per week~~	~~$ 178.33~~	~~$ 163.58~~
-	~~4 times per week~~	~~$ 242.25~~	~~$ 218.11~~
-	-	-	-
~~200 Gallons~~	~~1 time per month~~	~~$ 15.89~~	~~$ 14.64~~
-	~~2 times per month~~	~~$ 32.52~~	~~$ 29.28~~
-	~~1 time per week~~	~~$ 66.49~~	~~$ 58.56~~
-	~~2 times per week~~	~~$ 135.88~~	~~$ 117.11~~
-	~~3 times per week~~	~~$ 208.18~~	~~$ 175.67~~

-	~~4 times per week~~	~~$ 283.34~~	~~$ 234.22~~
-	-	-	-
~~250 Gallons~~	~~1 time per month~~	~~$ 17.90~~	~~$ 15.64~~
-	~~2 times per month~~	~~$ 36.67~~	~~$ 31.27~~
-	~~1 time per week~~	~~$ 75.08~~	~~$ 62.54~~
-	~~2 times per week~~	~~$ 153.67~~	~~$ 125.08~~
-	~~3 times per week~~	~~$ 235.77~~	~~$ 187.62~~
-	~~4 times per week~~	~~$ 321.37~~	~~$ 250.16~~
-	-	-	-
~~300 Gallons~~	~~1 time per month~~	~~$ 19.74~~	~~$ 16.65~~
-	~~2 times per month~~	~~$ 40.48~~	~~$ 33.29~~
-	~~1 time per week~~	~~$ 82.97~~	~~$ 66.57~~
-	~~2 times per week~~	~~$ 170.02~~	~~$ 133.14~~
-	~~3 times per week~~	~~$ 261.11~~	~~$ 199.71~~
-	~~4 times per week~~	~~$ 356.72~~	~~$ 266.28~~
-	-	-	-
~~350 Gallons~~	~~1 time per month~~	~~$ 21.40~~	~~$ 17.65~~
-	~~2 times per month~~	~~$ 43.94~~	~~$ 35.30~~
-	~~1 time per week~~	~~$ 90.17~~	~~$ 70.60~~
-	~~2 times per week~~	~~$ 184.90~~	~~$ 141.20~~
-	~~3 times per week~~	~~$ 284.24~~	~~$ 211.79~~
-	~~4 times per week~~	~~$ 388.16~~	~~$ 282.39~~
-	-	-	-
~~400 Gallons~~	~~1 time per month~~	~~$ 22.91~~	~~$ 18.66~~
-	~~2 times per month~~	~~$ 47.07~~	~~$ 37.32~~
-	~~1 time per week~~	~~$ 96.66~~	~~$ 74.63~~
-	~~2 times per week~~	~~$ 198.35~~	~~$ 149.25~~
-	~~3 times per week~~	~~$ 305.12~~	~~$ 223.88~~

-	~~4 times per week~~	~~$ 416.91~~	~~$ 298.50~~
-	-	-	-
~~450 Gallons~~	~~1 time per month~~	~~$ 24.25~~	~~$ 19.67~~
-	~~2 times per month~~	~~$ 49.87~~	~~$ 39.33~~
-	~~1 time per week~~	~~$ 102.42~~	~~$ 78.66~~
-	~~2 times per week~~	~~$ 210.36~~	~~$ 157.31~~
-	~~3 times per week~~	~~$ 323.75~~	~~$ 235.96~~
-	~~4 times per week~~	~~$ 442.61~~	~~$ 314.61~~
	-	-	-
~~500 Gallons~~	~~1 time per month~~	~~$ 25.41~~	~~$ 20.67~~
-	~~2 times per month~~	~~$ 52.28~~	~~$ 41.34~~
-	~~1 time per week~~	~~$ 107.52~~	~~$ 82.68~~
-	~~2 times per week~~	~~$ 220.91~~	~~$ 165.36~~
-	~~3 times per week~~	~~$ 340.14~~	~~$ 248.04~~
-	~~4 times per week~~	~~$ 465.22~~	~~$ 330.72~~
-	-	-	-
~~550 Gallons~~	~~1 time per month~~	~~$ 28.42~~	~~$ 21.67~~
-	~~2 times per month~~	~~$ 58.53~~	~~$ 43.34~~
-	~~1 time per week~~	~~$ 120.44~~	~~$ 86.67~~
-	~~2 times per week~~	~~$ 247.61~~	~~$ 173.34~~
-	~~3 times per week~~	~~$ 381.55~~	~~$ 260.00~~
-	~~4 times per week~~	~~$ 522.21~~	~~$ 346.67~~
-	-	-	-
~~600 Gallons~~	~~1 time per month~~	~~$ 29.38~~	~~$ 22.68~~
-	~~2 times per month~~	~~$ 60.45~~	~~$ 45.35~~
-	~~1 time per week~~	~~$ 124.35~~	~~$ 90.70~~
-	~~2 times per week~~	~~$ 255.59~~	~~$ 181.39~~
-	~~3 times per week~~	~~$ 393.73~~	~~$ 272.09~~

-	~~4 times per week~~	~~$ 538.75~~	~~$ 362.78~~
-	-	-	-
~~650 Gallons~~	~~1 time per month~~	~~$ 33.27~~	~~$ 23.69~~
-	~~2 times per month~~	~~$ 68.57~~	~~$ 47.37~~
-	~~1 time per week~~	~~$ 141.25~~	~~$ 94.73~~
-	~~2 times per week~~	~~$ 290.68~~	~~$ 189.45~~
-	~~3 times per week~~	~~$ 448.34~~	~~$ 284.17~~
-	~~4 times per week~~	~~$ 614.18~~	~~$ 378.89~~
	-	-	-
~~700 Gallons~~	~~1 time per month~~	~~$ 34.36~~	~~$ 24.69~~
-	~~2 times per month~~	~~$ 70.79~~	~~$ 49.38~~
-	~~1 time per week~~	~~$ 145.79~~	~~$ 98.75~~
-	~~2 times per week~~	~~$ 299.93~~	~~$ 197.50~~
-	~~3 times per week~~	~~$ 406.58~~	~~$ 296.25~~
-	~~4 times per week~~	~~$ 633.40~~	~~$ 395.00~~
-	-	-	-
~~750 Gallons~~	~~1 time per month~~	~~$ 35.48~~	~~$ 25.70~~
-	~~2 times per month~~	~~$ 73.08~~	~~$ 51.39~~
-	~~1 time per week~~	~~$ 150.47~~	~~$ 102.78~~
-	~~2 times per week~~	~~$ 309.48~~	~~$ 205.56~~
-	~~3 times per week~~	~~$ 477.08~~	~~$ 308.34~~
-	~~4 times per week~~	~~$ 653.21~~	~~$ 411.12~~
-	-	-	-
~~800 Gallons~~	~~1 time per month~~	~~$ 40.81~~	~~$ 26.70~~
-	~~2 times per month~~	~~$ 84.29~~	~~$ 53.39~~
-	~~1 time per week~~	~~$ 173.79~~	~~$ 106.77~~
-	~~2 times per week~~	~~$ 358.05~~	~~$ 213.53~~
-	~~3 times per week~~	~~$ 552.79~~	~~$ 320.29~~

-	~~4 times per week~~	~~$ 749.30~~	~~$ 427.06~~
-	-	-	-
~~850 Gallons~~	~~1 time per month~~	~~$ 42.14~~	~~$ 27.70~~
-	~~2 times per month~~	~~$ 86.99~~	~~$ 55.40~~
-	~~1 time per week~~	~~$ 179.29~~	~~$ 110.80~~
-	~~2 times per week~~	~~$ 369.29~~	~~$ 221.59~~
-	~~3 times per week~~	~~$ 569.99~~	~~$ 332.38~~
-	~~4 times per week~~	~~$ 781.39~~	~~$ 443.17~~
	-	-	-
~~900 Gallons~~	~~1 time per month~~	~~$ 43.50~~	~~$ 28.71~~
-	~~2 times per month~~	~~$ 89.76~~	~~$ 57.41~~
-	~~1 time per week~~	~~$ 184.94~~	~~$ 114.82~~
-	~~2 times per week~~	~~$ 380.82~~	~~$ 229.64~~
-	~~3 times per week~~	~~$ 587.63~~	~~$ 344.46~~
-	~~4 times per week~~	~~$ 805.36~~	~~$ 459.28~~
-	-	-	-
~~1,000 Gallons~~	~~1 time per month~~	~~$ 46.32~~	~~$ 30.72~~
-	~~2 times per month~~	~~$ 95.51~~	~~$ 61.44~~
-	~~1 time per week~~	~~$ 196.69~~	~~$ 122.88~~
-	~~2 times per week~~	~~$ 404.76~~	~~$ 245.76~~
-	~~3 times per week~~	~~$ 624.22~~	~~$ 368.63~~
-	~~4 times per week~~	~~$ 855.04~~	~~$ 491.51~~
	-	-	-
~~1,200 Gallons~~	~~1 time per month~~	~~$ 55.45~~	~~$ 34.74~~
-	~~2 times per month~~	~~$ 114.54~~	~~$ 69.48~~
-	~~1 time per week~~	~~$ 236.29~~	~~$ 138.95~~
-	~~2 times per week~~	~~$ 487.04~~	~~$ 277.89~~
-	~~3 times per week~~	~~$ 751.42~~	~~$ 416.84~~

-	~~4 times per week~~	~~$ 1,015.55~~	~~$ 555.78~~
-	-	-	-
~~1,400 Gallons~~	~~1 time per month~~	~~$ 64.58~~	~~$ 38.76~~
-	~~2 times per month~~	~~$ 133.56~~	~~$ 77.51~~
-	~~1 time per week~~	~~$ 275.89~~	~~$ 155.02~~
-	~~2 times per week~~	~~$ 569.33~~	~~$ 310.03~~
-	~~3 times per week~~	~~$ 878.63~~	~~$ 465.05~~
-	~~4 times per week~~	~~$ 1,176.05~~	~~$ 620.06~~
-	-	-	-
~~1,500 Gallons~~	~~1 time per month~~	~~$ 78.52~~	~~$ 40.77~~
-	~~2 times per month~~	~~$ 157.04~~	~~$ 81.54~~
-	~~1 time per week~~	~~$ 314.08~~	~~$ 163.08~~
-	~~2 times per week~~	~~$ 628.15~~	~~$ 326.15~~
-	~~3 times per week~~	~~$ 942.23~~	~~$ 489.22~~
-	~~4 times per week~~	~~$ 1,256.30~~	~~$ 652.29~~
-	-	-	-
~~1,750 Gallons~~	~~1 time per month~~	~~$ 89.84~~	~~$ 45.80~~
-	~~2 times per month~~	~~$ 179.67~~	~~$ 91.59~~
-	~~1 time per week~~	~~$ 359.35~~	~~$ 183.17~~
-	~~2 times per week~~	~~$ 718.69~~	~~$ 366.34~~
-	~~3 times per week~~	~~$ 1,078.03~~	~~$ 549.51~~
-	~~4 times per week~~	~~$ 1,437.37~~	~~$ 732.68~~
-	-	-	-
~~2,000 Gallons~~	~~1 time per month~~	~~$ 101.16~~	~~$ 50.82~~
-	~~2 times per month~~	~~$ 202.31~~	~~$ 101.64~~
-	~~1 time per week~~	~~$ 404.62~~	~~$ 203.27~~
-	~~2 times per week~~	~~$ 809.23~~	~~$ 406.54~~
-	~~3 times per week~~	~~$ 1,213.84~~	~~$ 609.80~~

-	~~4 times per week~~	~~$ 1,618.44~~	~~$ 813.07~~
-	-	-	-
~~2,500 Gallons~~	~~1 time per month~~	~~$ 123.79~~	~~$ 60.87~~
-	~~2 times per month~~	~~$ 247.58~~	~~$ 121.74~~
-	~~1 time per week~~	~~$ 495.15~~	~~$ 243.47~~
-	~~2 times per week~~	~~$ 990.30~~	~~$ 486.93~~
-	~~3 times per week~~	~~$ 1,485.45~~	~~$ 730.39~~
-	~~4 times per week~~	~~$ 1,980.59~~	~~$ 973.85~~
-	-	-	-
~~3,000 Gallons~~	~~1 time per month~~	~~$ 146.42~~	~~$ 70.92~~
-	~~2 times per month~~	~~$ 292.85~~	~~$ 141.83~~
-	~~1 time per week~~	~~$ 585.69~~	~~$ 283.66~~
-	~~2 times per week~~	~~$ 1,171.38~~	~~$ 567.32~~
-	~~3 times per week~~	~~$ 1,757.06~~	~~$ 850.97~~
-	~~4 times per week~~	~~$ 2,342.74~~	~~$ 1,134.63~~
	-	-	-
~~3,500 Gallons~~	~~1 time per month~~	~~$ 169.06~~	~~$ 80.97~~
-	~~2 times per month~~	~~$ 338.11~~	~~$ 161.93~~
-	~~1 time per week~~	~~$ 676.23~~	~~$ 323.86~~
-	~~2 times per week~~	~~$ 1,352.45~~	~~$ 647.71~~
-	~~3 times per week~~	~~$ 2,028.68~~	~~$ 971.56~~
-	~~4 times per week~~	~~$ 2,704.89~~	~~$ 1,295.41~~

A. Hauled water delivery services for zone one, involving the following capacities, frequencies, extra call charges and rates are:

Zone 1 Hauled Water Rates

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2015 Through June 30, 2015

Capacity	1 time/month	2 times/month	1 time per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$18.71	$32.58	$64.95	$125.07	$185.19	$245.30	-
150	$20.05	$35.26	$70.77	$136.70	$202.63	$268.57	-
200	$21.39	$37.95	$76.58	$148.33	$220.08	$291.83	$66.15
250	$22.73	$40.63	$82.40	$159.97	$237.53	$315.10	$67.49
300	$24.08	$43.32	$88.22	$171.60	$254.98	$338.36	$68.83
350	$25.42	$46.00	$94.03	$183.23	$272.43	$361.63	$70.17
400	$26.76	$48.69	$99.85	$194.86	$289.88	$384.89	$71.52
450	$28.10	$51.37	$105.66	$206.49	$307.32	$408.15	$72.86
500	$29.44	$54.06	$111.48	$218.13	$324.77	$431.42	$74.20
550	$30.79	$56.74	$117.30	$229.76	$342.22	$454.68	$75.54
600	$32.13	$59.42	$123.11	$241.39	$359.67	$477.95	$76.88
650	$33.47	$62.11	$128.93	$253.02	$377.12	$501.21	$78.23
700	$34.81	$64.79	$134.74	$264.65	$394.56	$524.47	$79.57
750	$36.16	$67.48	$140.56	$276.29	$412.01	$547.74	$80.91
800	$37.50	$70.16	$146.38	$287.92	$429.46	$571.00	$82.25
850	$38.84	$72.85	$152.19	$299.55	$446.91	$594.27	$83.60
900	$40.18	$75.53	$158.01	$311.18	$464.36	$617.53	$84.94
1000	$42.87	$80.90	$169.64	$334.45	$499.25	$664.06	$87.62
1200	$48.23	$91.64	$192.90	$380.98	$569.05	$757.12	$92.99
1400	$53.60	$102.37	$216.17	$427.50	$638.84	$850.17	$98.36
1500	$56.29	$107.74	$227.80	$450.77	$673.73	$896.70	$101.04
1750	$63.00	$121.16	$256.88	$508.93	$760.98	$1,013.02	$107.75
2000	$69.71	$134.59	$285.96	$567.09	$848.22	$1,129.34	$114.47
2500	$83.13	$161.43	$344.12	$683.41	$1,022.70	$1,361.99	$127.89
3000	$96.55	$188.27	$402.28	$799.73	$1,197.18	$1,594.63	$141.31
3500	$109.97	$215.12	$460.44	$916.05	$1,371.66	$1,827.27	$154.73
4000	$134.59	$264.34	$567.09	$1,129.34	$1,691.60	$2,253.85	$224.10
5000	$161.43	$318.02	$683.41	$1,361.99	$2,040.56	$2,719.14	$250.94
6000	$188.27	$371.71	$799.73	$1,594.63	$2,389.53	$3,184.42	$277.78
7000	$215.12	$425.40	$916.05	$1,827.27	$2,738.49	$3,649.71	$304.63

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2016 July 1, 2015 through June 30, 2016

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$20.20	$35.19	$70.15	$135.07	$200.00	$264.93	-
150	$21.65	$38.09	$76.43	$147.64	$218.85	$290.05	-
200	$23.10	$40.99	$82.71	$160.20	$237.69	$315.18	$71.44
250	$24.55	$43.88	$88.99	$172.76	$256.53	$340.30	$72.89
300	$26.00	$46.78	$95.27	$185.33	$275.38	$365.43	$74.34
350	$27.45	$49.68	$101.55	$197.89	$294.22	$390.56	$75.79
400	$28.90	$52.58	$107.84	$210.45	$313.07	$415.68	$77.24
450	$30.35	$55.48	$114.12	$223.01	$331.91	$440.81	$78.69
500	$31.80	$58.38	$120.40	$235.58	$350.75	$465.93	$80.14
550	$33.25	$61.28	$126.68	$248.14	$369.60	$491.06	$81.59
600	$34.70	$64.18	$132.96	$260.70	$388.44	$516.18	$83.04
650	$36.15	$67.08	$139.24	$273.26	$407.29	$541.31	$84.48
700	$37.60	$69.98	$145.52	$285.83	$426.13	$566.43	$85.93
750	$39.05	$72.87	$151.80	$298.39	$444.97	$591.56	$87.38
800	$40.50	$75.77	$158.09	$310.95	$463.82	$616.68	$88.83
850	$41.95	$78.67	$164.37	$323.51	$482.66	$641.81	$90.28
900	$43.40	$81.57	$170.65	$336.08	$501.51	$666.93	$91.73
1000	$46.30	$87.37	$183.21	$361.20	$539.19	$717.18	$94.63
1200	$52.09	$98.97	$208.34	$411.45	$614.57	$817.69	$100.43
1400	$57.89	$110.56	$233.46	$461.70	$689.95	$918.19	$106.23
1500	$60.79	$116.36	$246.02	$486.83	$727.63	$968.44	$109.13
1750	$68.04	$130.86	$277.43	$549.64	$821.85	$1,094.06	$116.37
2000	$75.29	$145.35	$308.84	$612.46	$916.07	$1,219.69	$123.62
2500	$89.78	$174.34	$371.65	$738.08	$1,104.51	$1,470.95	$138.12
3000	$104.28	$203.33	$434.47	$863.71	$1,292.95	$1,722.20	$152.61
3500	$118.77	$232.32	$497.28	$989.34	$1,481.39	$1,973.45	$167.11
4000	$145.35	$285.48	$612.46	$1,219.69	$1,826.93	$2,434.16	$242.02
5000	$174.34	$343.46	$738.08	$1,470.95	$2,203.81	$2,936.67	$271.02
6000	$203.33	$401.45	$863.71	$1,722.20	$2,580.69	$3,439.18	$300.01
7000	$232.32	$459.43	$989.34	$1,973.45	$2,957.57	$3,941.68	$329.00

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2017 July 1, 2016 through June 30, 2017

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$21.82	$38.00	$75.76	$145.88	$216.00	$286.12	-
150	$23.39	$41.13	$82.54	$159.45	$236.35	$313.26	-
200	$24.95	$44.26	$89.33	$173.02	$256.70	$340.39	$77.15
250	$26.52	$47.39	$96.11	$186.58	$277.06	$367.53	$78.72
300	$28.08	$50.53	$102.89	$200.15	$297.41	$394.66	$80.29
350	$29.65	$53.66	$109.68	$213.72	$317.76	$421.80	$81.85
400	$31.21	$56.79	$116.46	$227.29	$338.11	$448.93	$83.42
450	$32.78	$59.92	$123.25	$240.85	$358.46	$476.07	$84.98
500	$34.34	$63.05	$130.03	$254.42	$378.81	$503.21	$86.55
550	$35.91	$66.18	$136.81	$267.99	$399.17	$530.34	$88.11
600	$37.48	$69.31	$143.60	$281.56	$419.52	$557.48	$89.68
650	$39.04	$72.44	$150.38	$295.13	$439.87	$584.61	$91.24
700	$40.61	$75.57	$157.17	$308.69	$460.22	$611.75	$92.81
750	$42.17	$78.70	$163.95	$322.26	$480.57	$638.88	$94.37
800	$43.74	$81.84	$170.73	$335.83	$500.92	$666.02	$95.94
850	$45.30	$84.97	$177.52	$349.40	$521.27	$693.15	$97.51
900	$46.87	$88.10	$184.30	$362.96	$541.63	$720.29	$99.07
1000	$50.00	$94.36	$197.87	$390.10	$582.33	$774.56	$102.20
1200	$56.26	$106.88	$225.00	$444.37	$663.74	$883.10	$108.46
1400	$62.52	$119.41	$252.14	$498.64	$745.14	$991.64	$114.73
1500	$65.65	$125.67	$265.71	$525.78	$785.84	$1,045.91	$117.86
1750	$73.48	$141.32	$299.63	$593.61	$887.60	$1,181.59	$125.68
2000	$81.31	$156.98	$333.55	$661.45	$989.36	$1,317.27	$133.51
2500	$96.96	$188.29	$401.38	$797.13	$1,192.88	$1,588.62	$149.17
3000	$112.62	$219.60	$469.22	$932.81	$1,396.39	$1,859.97	$164.82
3500	$128.27	$250.91	$537.06	$1,068.48	$1,599.91	$2,131.33	$180.48
4000	$156.98	$308.32	$661.45	$1,317.27	$1,973.08	$2,628.90	$261.39
5000	$188.29	$370.94	$797.13	$1,588.62	$2,380.11	$3,171.60	$292.70
6000	$219.60	$433.56	$932.81	$1,859.97	$2,787.14	$3,714.31	$324.01
7000	$250.91	$496.18	$1,068.48	$2,131.33	$3,194.17	$4,257.02	$355.32

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2018 July 1, 2017 through June 30, 2018

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$22.69	$39.52	$78.79	$151.72	$224.64	$297.57	-
150	$24.32	$42.78	$85.84	$165.83	$245.81	$325.79	-
200	$25.95	$46.03	$92.90	$179.94	$266.97	$354.01	$80.24
250	$27.58	$49.29	$99.96	$194.05	$288.14	$382.23	$81.87
300	$29.21	$52.55	$107.01	$208.16	$309.30	$410.45	$83.50
350	$30.83	$55.80	$114.07	$222.27	$330.47	$438.67	$85.12
400	$32.46	$59.06	$121.12	$236.38	$351.64	$466.89	$86.75
450	$34.09	$62.32	$128.18	$250.49	$372.80	$495.11	$88.38
500	$35.72	$65.57	$135.23	$264.60	$393.97	$523.33	$90.01
550	$37.35	$68.83	$142.29	$278.71	$415.13	$551.55	$91.64
600	$38.97	$72.08	$149.34	$292.82	$436.30	$579.78	$93.27
650	$40.60	$75.34	$156.40	$306.93	$457.46	$608.00	$94.89
700	$42.23	$78.60	$163.45	$321.04	$478.63	$636.22	$96.52
750	$43.86	$81.85	$170.51	$335.15	$499.79	$664.44	$98.15
800	$45.49	$85.11	$177.56	$349.26	$520.96	$692.66	$99.78
850	$47.11	$88.37	$184.62	$363.37	$542.13	$720.88	$101.41
900	$48.74	$91.62	$191.67	$377.48	$563.29	$749.10	$103.03
1000	$52.00	$98.13	$205.78	$405.70	$605.62	$805.54	$106.29
1200	$58.51	$111.16	$234.00	$462.14	$690.28	$918.42	$112.80
1400	$65.02	$124.18	$262.22	$518.59	$774.95	$1,031.31	$119.32
1500	$68.28	$130.70	$276.34	$546.81	$817.28	$1,087.75	$122.57
1750	$76.42	$146.98	$311.61	$617.36	$923.11	$1,228.85	$130.71
2000	$84.56	$163.26	$346.89	$687.91	$1,028.93	$1,369.96	$138.85
2500	$100.84	$195.82	$417.44	$829.01	$1,240.59	$1,652.17	$155.13
3000	$117.12	$228.38	$487.99	$970.12	$1,452.25	$1,934.37	$171.42
3500	$133.41	$260.95	$558.54	$1,111.22	$1,663.90	$2,216.58	$187.70
4000	$163.26	$320.65	$687.91	$1,369.96	$2,052.00	$2,734.05	$271.84
5000	$195.82	$385.78	$829.01	$1,652.17	$2,475.32	$3,298.47	$304.40
6000	$228.38	$450.90	$970.12	$1,934.37	$2,898.63	$3,862.88	$336.97
7000	$260.95	$516.03	$1,111.22	$2,216.58	$3,321.94	$4,427.30	$369.53

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 1, Hauled Water FY2019 July 1, 2018 through June 30, 2019

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$23.60	$41.10	$81.94	$157.78	$233.63	$309.47	-
150	$25.29	$44.49	$89.28	$172.46	$255.64	$338.82	-
200	$26.99	$47.88	$96.62	$187.13	$277.65	$368.17	$83.45
250	$28.68	$51.26	$103.95	$201.81	$299.66	$397.52	$85.14
300	$30.37	$54.65	$111.29	$216.48	$321.68	$426.87	$86.84
350	$32.07	$58.04	$118.63	$231.16	$343.69	$456.22	$88.53
400	$33.76	$61.42	$125.97	$245.83	$365.70	$485.57	$90.22
450	$35.45	$64.81	$133.30	$260.51	$387.71	$514.92	$91.92
500	$37.15	$68.19	$140.64	$275.18	$409.72	$544.27	$93.61
550	$38.84	$71.58	$147.98	$289.86	$431.74	$573.62	$95.30
600	$40.53	$74.97	$155.32	$304.53	$453.75	$602.97	$97.00
650	$42.23	$78.35	$162.65	$319.21	$475.76	$632.32	$98.69
700	$43.92	$81.74	$169.99	$333.88	$497.77	$661.67	$100.38
750	$45.61	$85.13	$177.33	$348.56	$519.79	$691.02	$102.08
800	$47.31	$88.51	$184.66	$363.23	$541.80	$720.36	$103.77
850	$49.00	$91.90	$192.00	$377.91	$563.81	$749.71	$105.46
900	$50.69	$95.29	$199.34	$392.58	$585.82	$779.06	$107.16
1000	$54.08	$102.06	$214.01	$421.93	$629.85	$837.76	$110.54
1200	$60.85	$115.61	$243.36	$480.63	$717.90	$955.16	$117.31
1400	$67.62	$129.15	$272.71	$539.33	$805.94	$1,072.56	$124.09
1500	$71.01	$135.92	$287.39	$568.68	$849.97	$1,131.26	$127.47
1750	$79.48	$152.86	$324.08	$642.05	$960.03	$1,278.01	$135.94
2000	$87.94	$169.79	$360.76	$715.43	$1,070.09	$1,424.76	$144.41
2500	$104.88	$203.65	$434.14	$862.18	$1,290.21	$1,718.25	$161.34
3000	$121.81	$237.52	$507.51	$1,008.92	$1,510.34	$2,011.75	$178.27
3500	$138.74	$271.38	$580.88	$1,155.67	$1,730.46	$2,305.24	$195.20
4000	$169.79	$333.48	$715.43	$1,424.76	$2,134.08	$2,843.41	$282.72
5000	$203.65	$401.21	$862.18	$1,718.25	$2,574.33	$3,430.41	$316.58
6000	$237.52	$468.94	$1,008.92	$2,011.75	$3,014.57	$4,017.40	$350.45
7000	$271.38	$536.67	$1,155.67	$2,305.24	$3,454.82	$4,604.39	$384.31

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

B. Hauled water delivery services for zone two, involving the following capacities, frequencies, extra call charges and rates are:

Zone 2 Hauled Water Rates

Monthly Rates Zone 2, Hauled Water FY2015 Through June 30, 2015

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$29.90	$54.96	$113.44	$222.04	$330.64	$439.25	-
150	$31.24	$57.64	$119.25	$233.67	$348.09	$462.51	-
200	$32.58	$60.33	$125.07	$245.30	$365.54	$485.77	$122.09
250	$33.92	$63.01	$130.89	$256.94	$382.99	$509.04	$123.43
300	$35.26	$65.70	$136.70	$268.57	$400.44	$532.30	$124.78
350	$36.61	$68.38	$142.52	$280.20	$417.88	$555.57	$126.12
400	$37.95	$71.06	$148.33	$291.83	$435.33	$578.83	$127.46
450	$39.29	$73.75	$154.15	$303.46	$452.78	$602.10	$128.80
500	$40.63	$76.43	$159.97	$315.10	$470.23	$625.36	$130.14
550	$41.98	$79.12	$165.78	$326.73	$487.68	$648.62	$131.49
600	$43.32	$81.80	$171.60	$338.36	$505.12	$671.89	$132.83
650	$44.66	$84.49	$177.41	$349.99	$522.57	$695.15	$134.17
700	$46.00	$87.17	$183.23	$361.63	$540.02	$718.42	$135.51
750	$47.34	$89.85	$189.05	$373.26	$557.47	$741.68	$136.86
800	$48.69	$92.54	$194.86	$384.89	$574.92	$764.94	$138.20
850	$50.03	$95.22	$200.68	$396.52	$592.37	$788.21	$139.54
900	$51.37	$97.91	$206.49	$408.15	$609.81	$811.47	$140.88
1000	$54.06	$103.28	$218.13	$431.42	$644.71	$858.00	$143.57
1200	$59.42	$114.01	$241.39	$477.95	$714.50	$951.06	$148.94
1400	$64.79	$124.75	$264.65	$524.47	$784.29	$1,044.12	$154.30
1500	$67.48	$130.12	$276.29	$547.74	$819.19	$1,090.64	$156.99
1750	$74.19	$143.54	$305.37	$605.90	$906.43	$1,206.96	$163.70
2000	$80.90	$156.96	$334.45	$664.06	$993.67	$1,323.29	$170.41
2500	$94.32	$183.81	$392.61	$780.38	$1,168.15	$1,555.93	$183.83
3000	$107.74	$210.65	$450.77	$896.70	$1,342.64	$1,788.57	$197.25
3500	$121.16	$237.49	$508.93	$1,013.02	$1,517.12	$2,021.21	$210.67
4000	$156.96	$309.09	$664.06	$1,323.29	$1,982.51	$2,641.74	$335.99
5000	$183.81	$362.78	$780.38	$1,555.93	$2,331.48	$3,107.02	$362.83
6000	$210.65	$416.47	$896.70	$1,788.57	$2,680.44	$3,572.31	$389.67
7000	$237.49	$470.15	$1,013.02	$2,021.21	$3,029.40	$4,037.59	$416.52

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 2, Hauled Water FY2016 July 1, 2015 through June 30, 2016

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$32.29	$59.35	$122.51	$239.80	$357.09	$474.39	-
150	$33.74	$62.25	$128.79	$252.37	$375.94	$499.51	-
200	$35.19	$65.15	$135.07	$264.93	$394.78	$524.64	$131.86
250	$36.64	$68.05	$141.36	$277.49	$413.63	$549.76	$133.31
300	$38.09	$70.95	$147.64	$290.05	$432.47	$574.89	$134.76
350	$39.54	$73.85	$153.92	$302.62	$451.31	$600.01	$136.21
400	$40.99	$76.75	$160.20	$315.18	$470.16	$625.14	$137.66
450	$42.43	$79.65	$166.48	$327.74	$489.00	$650.26	$139.11
500	$43.88	$82.55	$172.76	$340.30	$507.85	$675.39	$140.56
550	$45.33	$85.45	$179.04	$352.87	$526.69	$700.51	$142.01
600	$46.78	$88.35	$185.33	$365.43	$545.53	$725.64	$143.46
650	$48.23	$91.24	$191.61	$377.99	$564.38	$750.76	$144.91
700	$49.68	$94.14	$197.89	$390.56	$583.22	$775.89	$146.35
750	$51.13	$97.04	$204.17	$403.12	$602.07	$801.01	$147.80
800	$52.58	$99.94	$210.45	$415.68	$620.91	$826.14	$149.25
850	$54.03	$102.84	$216.73	$428.24	$639.75	$851.27	$150.70
900	$55.48	$105.74	$223.01	$440.81	$658.60	$876.39	$152.15
1000	$58.38	$111.54	$235.58	$465.93	$696.29	$926.64	$155.05
1200	$64.18	$123.13	$260.70	$516.18	$771.66	$1,027.14	$160.85
1400	$69.98	$134.73	$285.83	$566.43	$847.04	$1,127.64	$166.65
1500	$72.87	$140.53	$298.39	$591.56	$884.73	$1,177.90	$169.55
1750	$80.12	$155.02	$329.80	$654.37	$978.95	$1,303.52	$176.80
2000	$87.37	$169.52	$361.20	$717.18	$1,073.17	$1,429.15	$184.04
2500	$101.87	$198.51	$424.02	$842.81	$1,261.61	$1,680.40	$198.54
3000	$116.36	$227.50	$486.83	$968.44	$1,450.05	$1,931.66	$213.03
3500	$130.86	$256.49	$549.64	$1,094.06	$1,638.49	$2,182.91	$227.53
4000	$169.52	$333.82	$717.18	$1,429.15	$2,141.11	$2,853.08	$362.86
5000	$198.51	$391.80	$842.81	$1,680.40	$2,517.99	$3,355.58	$391.86
6000	$227.50	$449.78	$968.44	$1,931.66	$2,894.87	$3,858.09	$420.85
7000	$256.49	$507.76	$1,094.06	$2,182.91	$3,271.75	$4,360.60	$449.84

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Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 2, Hauled Water FY2017 July 1, 2016 through June 30, 2017

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$34.87	$64.10	$132.31	$258.99	$385.66	$512.34	-
150	$36.44	$67.23	$139.10	$272.55	$406.01	$539.47	-
200	$38.00	$70.37	$145.88	$286.12	$426.36	$566.61	$142.41
250	$39.57	$73.50	$152.66	$299.69	$446.72	$593.74	$143.97
300	$41.13	$76.63	$159.45	$313.26	$467.07	$620.88	$145.54
350	$42.70	$79.76	$166.23	$326.83	$487.42	$648.01	$147.10
400	$44.26	$82.89	$173.02	$340.39	$507.77	$675.15	$148.67
450	$45.83	$86.02	$179.80	$353.96	$528.12	$702.28	$150.24
500	$47.39	$89.15	$186.58	$367.53	$548.47	$729.42	$151.80
550	$48.96	$92.28	$193.37	$381.10	$568.83	$756.55	$153.37
600	$50.53	$95.41	$200.15	$394.66	$589.18	$783.69	$154.93
650	$52.09	$98.54	$206.94	$408.23	$609.53	$810.83	$156.50
700	$53.66	$101.68	$213.72	$421.80	$629.88	$837.96	$158.06
750	$55.22	$104.81	$220.50	$435.37	$650.23	$865.10	$159.63
800	$56.79	$107.94	$227.29	$448.93	$670.58	$892.23	$161.19
850	$58.35	$111.07	$234.07	$462.50	$690.93	$919.37	$162.76
900	$59.92	$114.20	$240.85	$476.07	$711.29	$946.50	$164.33
1000	$63.05	$120.46	$254.42	$503.21	$751.99	$1,000.77	$167.46
1200	$69.31	$132.99	$281.56	$557.48	$833.40	$1,109.31	$173.72
1400	$75.57	$145.51	$308.69	$611.75	$914.80	$1,217.86	$179.98
1500	$78.70	$151.77	$322.26	$638.88	$955.50	$1,272.13	$183.11
1750	$86.53	$167.43	$356.18	$706.72	$1,057.26	$1,407.80	$190.94
2000	$94.36	$183.08	$390.10	$774.56	$1,159.02	$1,543.48	$198.77
2500	$110.01	$214.39	$457.94	$910.24	$1,362.54	$1,814.83	$214.42
3000	$125.67	$245.70	$525.78	$1,045.91	$1,566.05	$2,086.19	$230.08
3500	$141.32	$277.01	$593.61	$1,181.59	$1,769.57	$2,357.54	$245.73
4000	$183.08	$360.52	$774.56	$1,543.48	$2,312.40	$3,081.32	$391.89
5000	$214.39	$423.15	$910.24	$1,814.83	$2,719.43	$3,624.03	$423.20
6000	$245.70	$485.77	$1,045.91	$2,086.19	$3,126.46	$4,166.74	$454.51
7000	$277.01	$548.39	$1,181.59	$2,357.54	$3,533.49	$4,709.45	$485.82

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
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May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates Zone 2, Hauled Water FY2018 July 1, 2017 through June 30, 2018

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$36.27	$66.67	$137.61	$269.35	$401.09	$532.83	-
150	$37.89	$69.92	$144.66	$283.46	$422.25	$561.05	-
200	$39.52	$73.18	$151.72	$297.57	$443.42	$589.27	$148.10
250	$41.15	$76.44	$158.77	$311.68	$464.58	$617.49	$149.73
300	$42.78	$79.69	$165.83	$325.79	$485.75	$645.71	$151.36
350	$44.41	$82.95	$172.88	$339.90	$506.92	$673.93	$152.99
400	$46.03	$86.20	$179.94	$354.01	$528.08	$702.15	$154.62
450	$47.66	$89.46	$186.99	$368.12	$549.25	$730.38	$156.25
500	$49.29	$92.72	$194.05	$382.23	$570.41	$758.60	$157.87
550	$50.92	$95.97	$201.10	$396.34	$591.58	$786.82	$159.50
600	$52.55	$99.23	$208.16	$410.45	$612.74	$815.04	$161.13
650	$54.17	$102.49	$215.21	$424.56	$633.91	$843.26	$162.76
700	$55.80	$105.74	$222.27	$438.67	$655.08	$871.48	$164.39
750	$57.43	$109.00	$229.32	$452.78	$676.24	$899.70	$166.01
800	$59.06	$112.25	$236.38	$466.89	$697.41	$927.92	$167.64
850	$60.69	$115.51	$243.43	$481.00	$718.57	$956.14	$169.27
900	$62.32	$118.77	$250.49	$495.11	$739.74	$984.36	$170.90
1000	$65.57	$125.28	$264.60	$523.33	$782.07	$1,040.80	$174.15
1200	$72.08	$138.30	$292.82	$579.78	$866.73	$1,153.69	$180.67
1400	$78.60	$151.33	$321.04	$636.22	$951.39	$1,266.57	$187.18
1500	$81.85	$157.84	$335.15	$664.44	$993.72	$1,323.01	$190.44
1750	$89.99	$174.12	$370.43	$734.99	$1,099.55	$1,464.12	$198.58
2000	$98.13	$190.40	$405.70	$805.54	$1,205.38	$1,605.22	$206.72
2500	$114.42	$222.97	$476.25	$946.65	$1,417.04	$1,887.43	$223.00
3000	$130.70	$255.53	$546.81	$1,087.75	$1,628.69	$2,169.64	$239.28
3500	$146.98	$288.09	$617.36	$1,228.85	$1,840.35	$2,451.84	$255.56
4000	$190.40	$374.95	$805.54	$1,605.22	$2,404.90	$3,204.58	$407.57
5000	$222.97	$440.07	$946.65	$1,887.43	$2,828.21	$3,768.99	$440.13
6000	$255.53	$505.20	$1,087.75	$2,169.64	$3,251.52	$4,333.41	$472.69
7000	$288.09	$570.32	$1,228.85	$2,451.84	$3,674.83	$4,897.82	$505.26

Introduced by: City Council (AM 13-31)
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Monthly Rates Zone 2, Hauled Water FY2019 July 1, 2018 through June 30, 2019

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$37.72	$69.33	$143.11	$280.12	$417.13	$554.14	-
150	$39.41	$72.72	$150.45	$294.80	$439.14	$583.49	-
200	$41.10	$76.11	$157.78	$309.47	$461.16	$612.84	$154.03
250	$42.80	$79.49	$165.12	$324.15	$483.17	$642.19	$155.72
300	$44.49	$82.88	$172.46	$338.82	$505.18	$671.54	$157.42
350	$46.18	$86.27	$179.80	$353.49	$527.19	$700.89	$159.11
400	$47.88	$89.65	$187.13	$368.17	$549.21	$730.24	$160.80
450	$49.57	$93.04	$194.47	$382.84	$571.22	$759.59	$162.49
500	$51.26	$96.43	$201.81	$397.52	$593.23	$788.94	$164.19
550	$52.96	$99.81	$209.15	$412.19	$615.24	$818.29	$165.88
600	$54.65	$103.20	$216.48	$426.87	$637.25	$847.64	$167.57
650	$56.34	$106.59	$223.82	$441.54	$659.27	$876.99	$169.27
700	$58.04	$109.97	$231.16	$456.22	$681.28	$906.34	$170.96
750	$59.73	$113.36	$238.50	$470.89	$703.29	$935.69	$172.65
800	$61.42	$116.75	$245.83	$485.57	$725.30	$965.04	$174.35
850	$63.11	$120.13	$253.17	$500.24	$747.32	$994.39	$176.04
900	$64.81	$123.52	$260.51	$514.92	$769.33	$1,023.74	$177.73
1000	$68.19	$130.29	$275.18	$544.27	$813.35	$1,082.44	$181.12
1200	$74.97	$143.84	$304.53	$602.97	$901.40	$1,199.83	$187.89
1400	$81.74	$157.38	$333.88	$661.67	$989.45	$1,317.23	$194.67
1500	$85.13	$164.16	$348.56	$691.02	$1,033.47	$1,375.93	$198.05
1750	$93.59	$181.09	$385.24	$764.39	$1,143.53	$1,522.68	$206.52
2000	$102.06	$198.02	$421.93	$837.76	$1,253.60	$1,669.43	$214.99
2500	$118.99	$231.89	$495.30	$984.51	$1,473.72	$1,962.92	$231.92
3000	$135.92	$265.75	$568.68	$1,131.26	$1,693.84	$2,256.42	$248.85
3500	$152.86	$299.62	$642.05	$1,278.01	$1,913.96	$2,549.92	$265.78
4000	$198.02	$389.94	$837.76	$1,669.43	$2,501.09	$3,332.76	$423.87
5000	$231.89	$457.67	$984.51	$1,962.92	$2,941.34	$3,919.75	$457.74
6000	$265.75	$525.40	$1,131.26	$2,256.42	$3,381.58	$4,506.74	$491.60
7000	$299.62	$593.13	$1,278.01	$2,549.92	$3,821.83	$5,093.74	$525.47

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
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~~C. Extra Call Rates.~~

~~1. Residential/commercial extra call, normal hours, will be as follows:~~

~~Capacity~~	~~Water~~	~~Sewer~~
~~200 Gallons~~	~~$71.43~~	~~$65.95~~
~~250 Gallons~~	~~$74.05~~	~~$67.20~~
~~300 Gallons~~	~~$76.67~~	~~$68.45~~
~~350 Gallons~~	~~$79.28~~	~~$69.70~~
~~400 Gallons~~	~~$81.90~~	~~$70.95~~
~~450 Gallons~~	~~$84.51~~	~~$72.20~~
~~500 Gallons~~	~~$87.13~~	~~$73.45~~
~~550 Gallons~~	~~$89.75~~	~~$74.68~~
~~600 Gallons~~	~~$92.37~~	~~$75.94~~
~~650 Gallons~~	~~$94.98~~	~~$77.19~~
~~700 Gallons~~	~~$97.59~~	~~$78.43~~
~~750 Gallons~~	~~$100.21~~	~~$79.68~~
~~800 Gallons~~	~~$102.83~~	~~$80.93~~
~~850 Gallons~~	~~$105.45~~	~~$82.17~~
~~900 Gallons~~	~~$108.07~~	~~$83.42~~
~~1,000 Gallons~~	~~$113.29~~	~~$85.92~~
~~1,200 Gallons~~	~~$123.77~~	~~$90.91~~
~~1,400 Gallons~~	~~$134.23~~	~~$95.90~~
~~1,500~~	~~$139.46~~	~~$98.40~~

~~Gallons~~		
~~1,750 Gallons~~	~~$152.54~~	~~$104.63~~
~~2,000 Gallons~~	~~$165.63~~	~~$110.88~~
~~2,500 Gallons~~	~~$110.88~~	~~$123.35~~
~~3,000 Gallons~~	~~$217.97~~	~~$135.83~~
~~3,500 Gallons~~	~~$244.13~~	~~$147.40~~

~~1. Residential/commercial extra call after hours shall be the normal hours rate plus seventy five dollars ($75).~~

~~D. Rate for deliveries over three thousand five hundred (3,500) gallons calculated using the three thousand five hundred- (3,500) gallon rate plus the rate for additional gallons. Examples:~~

~~1. The rate for four thousand five hundred (4,500) gallons is the rate for three thousand five hundred (3,500) gallons plus the rate for one thousand (1,000) gallons.~~

~~2. The rate for eight thousand (8,000) gallons is two (2) times the three thousand five hundred- (3,500) gallon rate plus one thousand- (1,000) gallon rate.~~

~~E.~~ C. ~~Residential/Commercial~~ Water Delivery Services for Outside Fill. Customers with inside fill shall be charged by the schedule as set by the outside fill rate, and in addition each customer shall be charged a monthly surcharge of fourteen dollars and sixty-three cents ($14.63) per month. Each inside fill customer is required to have a waiver of liability on file with the finance department.

Comment [ls4]: The City of Bethel does supply water to individuals who require an inside fill meaning, there are no external connections to supply water; the utility driver must go inside the home to provide the service.

~~F. Residential/commercial extra calls from the schedule in subsections (B)(1) and (2) of this section.~~

~~G.~~ D. No new services for deliveries more than two (2) times a week shall be established.

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
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May 27, 2014
June 10, 2014
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~~H.~~ E. ~~Residential/commercial~~ Piped water rates:

1. ~~Flat rate (nonmetered)~~ Nonmetered: ~~one hundred twenty five dollars and eight cents ($125.08)~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$210.24	$227.06	$245.22	$255.03	$265.23

2. ~~Residential/commercial~~ Metered service per one thousand (1,000) gallons: ~~twenty six dollars and fifty cents ($26.50) per one thousand (1,000) gallons~~;

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$41.35	$44.66	$48.23	$50.16	$52.16

a. Any nonresidential customer on piped services shall be charged the meter rate.

~~3. Residential metered service: sixty-four dollars ($64.00) flat rate plus two and six tenths cents ($0.026) per gallon;~~

~~4.~~ 3. Water service picked up at the pump house per approximate gallon: ~~three cents ($0.03) per gallon (seventy-five cents ($0.75) per minute approximately three cents ($0.03) per gallon).~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$0.0336	$0.0362	$0.0392	$0.0408	$0.0424

13.16.025 Protection from plumbing failure.

In cases where a documented plumbing malfunction or breakage occurs in a metered residence, and there is an unusually high water usage, the customer can request a reversal of fees above and beyond an average rate reflecting three (3) months' metered consumption. Such reversal shall be at the discretion of the city administration.

Comment [ls5]: Throughout the Ord. the term "residential" and "commercial" are removed. It was determined to be inappropriate to charge commercial customers more simply because they are commercial.

Comment [ls6]: See Exhibit 4-8.

Comment [ls7]: See Exhibit 4-8.

Comment [ls8]: See Definitions Section.

Comment [ls9]: This could be accomplished by adjusting the amount of water distributed meaning:
22 Gallons provided for $0.75 in FY14
20.7 Gallons provided for $0.75 in FY 15
19.1 Gallons provided for $0.75 in FY 16
18.3 Gallons provided for $.75 in FY 17
17.6 Gallons provided for $.75 in FY 18

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
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13.16.030 Sewage service.

For the providing of residential/commercial sewage service within the city, the following charges shall be made:

A. Hauled sewer evacuation services, involving the following capacities, frequencies, extra haul charges and rates are:

Comment [ls10]: Beginning with the Cost of Service for FY2014 and increase at a rate of 5% in FY15, 4% FY16, FY17 and FY18.
Sewer rates are set to drop from a 4% increase annually to a 3% increase annual come FY 20.

Monthly Rates, Hauled Sewer FY2015 Through June 30, 2015

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$22.43	$39.94	$80.04	$155.21	$230.38	$293.79	.
150	$23.37	$41.84	$84.11	$163.35	$242.59	$309.45	.
200	$24.32	$43.73	$88.18	$171.49	$254.80	$325.11	$63.11
250	$25.27	$45.63	$92.25	$179.63	$267.01	$340.76	$64.01
300	$26.22	$47.53	$96.32	$187.77	$279.22	$356.42	$64.91
350	$27.17	$49.42	$100.39	$195.91	$291.44	$372.08	$65.82
400	$28.12	$51.32	$104.46	$204.05	$303.65	$387.73	$66.72
450	$29.07	$53.22	$108.53	$212.20	$315.86	$403.39	$67.62
500	$30.01	$55.11	$112.60	$220.34	$328.07	$419.05	$68.53
550	$30.96	$57.01	$116.67	$228.48	$340.29	$434.71	$69.43
600	$31.91	$58.91	$120.74	$236.62	$352.50	$450.36	$70.33
650	$32.86	$60.81	$124.81	$244.76	$364.71	$466.02	$71.24
700	$33.81	$62.70	$128.88	$252.90	$376.92	$481.68	$72.14
750	$34.76	$64.60	$132.96	$261.05	$389.14	$497.33	$73.04
800	$35.70	$66.50	$137.03	$269.19	$401.35	$512.99	$73.95
850	$36.65	$68.39	$141.10	$277.33	$413.56	$528.65	$74.85
900	$37.60	$70.29	$145.17	$285.47	$425.77	$544.30	$75.75
1000	$39.50	$74.08	$153.31	$301.75	$450.20	$575.62	$77.56
1200	$43.29	$81.67	$169.59	$334.32	$499.05	$638.24	$81.17
1400	$47.09	$89.26	$185.88	$366.89	$547.90	$700.87	$84.78
1500	$48.98	$93.05	$194.02	$383.17	$572.32	$732.19	$86.59
1750	$53.72	$102.54	$214.37	$423.88	$633.38	$810.47	$91.11
2000	$58.47	$112.02	$234.73	$464.59	$694.44	$888.75	$95.62
2500	$67.95	$130.99	$275.43	$546.00	$816.57	$1,045.32	$104.66
3000	$77.44	$149.96	$316.14	$627.42	$938.69	$1,201.89	$113.69
3500	$86.92	$168.93	$356.85	$708.83	$1,060.82	$1,358.46	$122.72
4000	$112.02	$219.13	$464.59	$924.30	$1,384.02	$1,772.83	$191.25
5000	$130.99	$257.07	$546.00	$1,087.14	$1,628.27	$2,085.97	$209.31
6000	$149.96	$295.01	$627.42	$1,249.97	$1,872.52	$2,399.11	$227.38
7000	$168.93	$332.94	$708.83	$1,412.80	$2,116.77	$2,712.24	$245.44

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Monthly Rates, Hauled Sewer FY2016 July 1, 2015 through June 30, 2016

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$23.55	$41.94	$84.04	$162.97	$241.89	$308.48	$0.00
150	$24.54	$43.93	$88.31	$171.51	$254.72	$324.92	$0.00
200	$25.54	$45.92	$92.59	$180.06	$267.54	$341.36	$66.26
250	$26.54	$47.91	$96.86	$188.61	$280.36	$357.80	$67.21
300	$27.53	$49.90	$101.13	$197.16	$293.19	$374.24	$68.16
350	$28.53	$51.90	$105.41	$205.71	$306.01	$390.68	$69.11
400	$29.52	$53.89	$109.68	$214.26	$318.83	$407.12	$70.05
450	$30.52	$55.88	$113.96	$222.81	$331.65	$423.56	$71.00
500	$31.51	$57.87	$118.23	$231.35	$344.48	$440.00	$71.95
550	$32.51	$59.86	$122.51	$239.90	$357.30	$456.44	$72.90
600	$33.51	$61.85	$126.78	$248.45	$370.12	$472.88	$73.85
650	$34.50	$63.85	$131.05	$257.00	$382.95	$489.32	$74.80
700	$35.50	$65.84	$135.33	$265.55	$395.77	$505.76	$75.75
750	$36.49	$67.83	$139.60	$274.10	$408.59	$522.20	$76.69
800	$37.49	$69.82	$143.88	$282.65	$421.42	$538.64	$77.64
850	$38.49	$71.81	$148.15	$291.20	$434.24	$555.08	$78.59
900	$39.48	$73.80	$152.43	$299.74	$447.06	$571.52	$79.54
1000	$41.47	$77.79	$160.98	$316.84	$472.71	$604.40	$81.44
1200	$45.46	$85.75	$178.07	$351.04	$524.00	$670.16	$85.23
1400	$49.44	$93.72	$195.17	$385.23	$575.29	$735.92	$89.02
1500	$51.43	$97.71	$203.72	$402.33	$600.94	$768.79	$90.92
1750	$56.41	$107.66	$225.09	$445.07	$665.05	$850.99	$95.66
2000	$61.39	$117.62	$246.46	$487.81	$729.17	$933.19	$100.40
2500	$71.35	$137.54	$289.20	$573.30	$857.40	$1,097.59	$109.89
3000	$81.31	$157.46	$331.95	$658.79	$985.63	$1,261.99	$119.37
3500	$91.27	$177.37	$374.69	$744.27	$1,113.86	$1,426.38	$128.86
4000	$117.62	$230.09	$487.81	$970.52	$1,453.23	$1,861.47	$200.81
5000	$137.54	$269.92	$573.30	$1,141.49	$1,709.69	$2,190.27	$219.78
6000	$157.46	$309.76	$658.79	$1,312.47	$1,966.14	$2,519.06	$238.75
7000	$177.37	$349.59	$744.27	$1,483.44	$2,222.60	$2,847.86	$257.72

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Monthly Rates, Hauled Sewer FY2017 July 1, 2016 through June 30, 2017

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$24.49	$43.61	$87.40	$169.48	$251.57	$320.82	$0.00
150	$25.52	$45.69	$91.84	$178.37	$264.91	$337.92	$0.00
200	$26.56	$47.76	$96.29	$187.27	$278.24	$355.02	$68.91
250	$27.60	$49.83	$100.73	$196.16	$291.58	$372.11	$69.90
300	$28.63	$51.90	$105.18	$205.05	$304.91	$389.21	$70.88
350	$29.67	$53.97	$109.63	$213.94	$318.25	$406.31	$71.87
400	$30.70	$56.04	$114.07	$222.83	$331.58	$423.41	$72.86
450	$31.74	$58.11	$118.52	$231.72	$344.92	$440.50	$73.84
500	$32.77	$60.19	$122.96	$240.61	$358.26	$457.60	$74.83
550	$33.81	$62.26	$127.41	$249.50	$371.59	$474.70	$75.82
600	$34.85	$64.33	$131.85	$258.39	$384.93	$491.80	$76.80
650	$35.88	$66.40	$136.30	$267.28	$398.26	$508.89	$77.79
700	$36.92	$68.47	$140.74	$276.17	$411.60	$525.99	$78.78
750	$37.95	$70.54	$145.19	$285.06	$424.94	$543.09	$79.76
800	$38.99	$72.61	$149.63	$293.95	$438.27	$560.18	$80.75
850	$40.02	$74.69	$154.08	$302.84	$451.61	$577.28	$81.73
900	$41.06	$76.76	$158.52	$311.73	$464.94	$594.38	$82.72
1000	$43.13	$80.90	$167.41	$329.51	$491.62	$628.57	$84.69
1200	$47.27	$89.19	$185.20	$365.08	$544.96	$696.96	$88.64
1400	$51.42	$97.47	$202.98	$400.64	$598.30	$765.35	$92.58
1500	$53.49	$101.61	$211.87	$418.42	$624.97	$799.55	$94.56
1750	$58.67	$111.97	$234.09	$462.87	$691.65	$885.03	$99.49
2000	$63.85	$122.33	$256.32	$507.33	$758.33	$970.52	$104.42
2500	$74.20	$143.04	$300.77	$596.23	$891.69	$1,141.49	$114.28
3000	$84.56	$163.76	$345.23	$685.14	$1,025.05	$1,312.47	$124.15
3500	$94.92	$184.47	$389.68	$774.05	$1,158.41	$1,483.44	$134.01
4000	$122.33	$239.29	$507.33	$1,009.34	$1,511.35	$1,935.93	$208.84
5000	$143.04	$280.72	$596.23	$1,187.15	$1,778.07	$2,277.88	$228.57
6000	$163.76	$322.15	$685.14	$1,364.96	$2,044.79	$2,619.82	$248.30
7000	$184.47	$363.58	$774.05	$1,542.78	$2,311.51	$2,961.77	$268.03

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates, Hauled Sewer FY2018 July 1, 2017 through June 30, 2018

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$25.47	$45.36	$90.89	$176.26	$261.63	$333.66	$0.00
150	$26.55	$47.51	$95.52	$185.51	$275.50	$351.44	$0.00
200	$27.62	$49.67	$100.14	$194.76	$289.37	$369.22	$71.67
250	$28.70	$51.82	$104.76	$204.00	$303.24	$387.00	$72.69
300	$29.78	$53.98	$109.39	$213.25	$317.11	$404.78	$73.72
350	$30.85	$56.13	$114.01	$222.49	$330.98	$422.56	$74.75
400	$31.93	$58.28	$118.63	$231.74	$344.85	$440.34	$75.77
450	$33.01	$60.44	$123.26	$240.99	$358.72	$458.12	$76.80
500	$34.09	$62.59	$127.88	$250.23	$372.59	$475.90	$77.82
550	$35.16	$64.75	$132.50	$259.48	$386.46	$493.69	$78.85
600	$36.24	$66.90	$137.13	$268.73	$400.33	$511.47	$79.87
650	$37.32	$69.06	$141.75	$277.97	$414.20	$529.25	$80.90
700	$38.39	$71.21	$146.37	$287.22	$428.06	$547.03	$81.93
750	$39.47	$73.36	$151.00	$296.46	$441.93	$564.81	$82.95
800	$40.55	$75.52	$155.62	$305.71	$455.80	$582.59	$83.98
850	$41.63	$77.67	$160.24	$314.96	$469.67	$600.37	$85.00
900	$42.70	$79.83	$164.86	$324.20	$483.54	$618.15	$86.03
1000	$44.86	$84.14	$174.11	$342.70	$511.28	$653.72	$88.08
1200	$49.17	$92.75	$192.60	$379.68	$566.76	$724.84	$92.18
1400	$53.47	$101.37	$211.10	$416.67	$622.24	$795.97	$96.29
1500	$55.63	$105.68	$220.34	$435.16	$649.97	$831.53	$98.34
1750	$61.01	$116.45	$243.46	$481.39	$719.32	$920.43	$103.47
2000	$66.40	$127.22	$266.57	$527.62	$788.67	$1,009.34	$108.60
2500	$77.17	$148.76	$312.80	$620.08	$927.36	$1,187.15	$118.86
3000	$87.94	$170.31	$359.04	$712.54	$1,066.05	$1,364.96	$129.11
3500	$98.71	$191.85	$405.27	$805.01	$1,204.75	$1,542.78	$139.37
4000	$127.22	$248.86	$527.62	$1,049.71	$1,571.81	$2,013.37	$217.20
5000	$148.76	$291.95	$620.08	$1,234.64	$1,849.20	$2,368.99	$237.71
6000	$170.31	$335.03	$712.54	$1,419.56	$2,126.58	$2,724.62	$258.23
7000	$191.85	$378.12	$805.01	$1,604.49	$2,403.97	$3,080.24	$278.75

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

Monthly Rates, Hauled Sewer FY2019 July 1, 2018 through June 30, 2019

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$26.49	$47.17	$94.53	$183.31	$272.10	$347.00	$0.00
150	$27.61	$49.41	$99.34	$192.93	$286.52	$365.49	$0.00
200	$28.73	$51.65	$104.15	$202.55	$300.95	$383.99	$74.53
250	$29.85	$53.89	$108.95	$212.16	$315.37	$402.48	$75.60
300	$30.97	$56.13	$113.76	$221.78	$329.79	$420.97	$76.67
350	$32.09	$58.38	$118.57	$231.39	$344.22	$439.46	$77.74
400	$33.21	$60.62	$123.38	$241.01	$358.64	$457.96	$78.80
450	$34.33	$62.86	$128.19	$250.63	$373.07	$476.45	$79.87
500	$35.45	$65.10	$132.99	$260.24	$387.49	$494.94	$80.94
550	$36.57	$67.34	$137.80	$269.86	$401.91	$513.43	$82.00
600	$37.69	$69.58	$142.61	$279.47	$416.34	$531.93	$83.07
650	$38.81	$71.82	$147.42	$289.09	$430.76	$550.42	$84.14
700	$39.93	$74.06	$152.23	$298.71	$445.19	$568.91	$85.20
750	$41.05	$76.30	$157.03	$308.32	$459.61	$587.40	$86.27
800	$42.17	$78.54	$161.84	$317.94	$474.04	$605.90	$87.34
850	$43.29	$80.78	$166.65	$327.56	$488.46	$624.39	$88.40
900	$44.41	$83.02	$171.46	$337.17	$502.88	$642.88	$89.47
1000	$46.65	$87.50	$181.08	$356.40	$531.73	$679.87	$91.60
1200	$51.13	$96.46	$200.31	$394.87	$589.43	$753.84	$95.87
1400	$55.61	$105.42	$219.54	$433.33	$647.12	$827.80	$100.14
1500	$57.85	$109.91	$229.16	$452.56	$675.97	$864.79	$102.27
1750	$63.45	$121.11	$253.20	$500.64	$748.09	$957.25	$107.61
2000	$69.06	$132.31	$277.24	$548.72	$820.21	$1,049.71	$112.94
2500	$80.26	$154.71	$325.32	$644.89	$964.45	$1,234.64	$123.61
3000	$91.46	$177.12	$373.40	$741.05	$1,108.70	$1,419.56	$134.28
3500	$102.66	$199.52	$421.48	$837.21	$1,252.94	$1,604.49	$144.95
4000	$132.31	$258.82	$548.72	$1,091.70	$1,634.68	$2,093.90	$225.88
5000	$154.71	$303.63	$644.89	$1,284.02	$1,923.16	$2,463.75	$247.22
6000	$177.12	$348.43	$741.05	$1,476.35	$2,211.65	$2,833.60	$268.56
7000	$199.52	$393.24	$837.21	$1,668.67	$2,500.13	$3,203.45	$289.90

~~A. Evacuation Service.~~

~~1. a. On schedule, per rates in the schedule in BMC 13.16.020(B).~~

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

~~b. In addition to usage charges under BMC 13.16.020(B) and (H), sewer customers shall pay five dollars ($5) monthly per sewer subscription for facility charges to recover the cost of sewer system capital improvements and depreciation.~~

~~c. For sewer tank evacuations less frequent than water deliveries, sewer rate is determined from the sum of regular water deliveries between sewer tank evacuations. For sewer customers without water service, the sewer rate will be based on the size of the sewer tank.~~

~~2. Residential/commercial extra call rates are from the schedule in BMC 13.16.020(C)(1) and (2).~~

B. No new services for evacuation more than two (2) times a week will be established.

C. Piped sewer service:

1. ~~Flat rate~~ Nonmetered per month per dwelling unit ~~(metered and nonmetered service): thirty three dollars and ninety two cents ($33.92) per month per dwelling unit;~~

Comment [ls11]: See Exhibit 4-14

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$52.68	$55.32	$57.53	$59.83	$62.22

2. ~~Commercial~~ Metered service per one thousand (1,000) gallons: ~~seventeen dollars and forty-nine cents ($17.49) per one thousand (1,000) gallons.~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$9.55	$10.03	$10.43	$10.85	$11.28

a. Any nonresidential customer on piped services shall be charged the meter rate.

~~D. Sewage service dumped at the municipal sewage lagoon: four dollars and thirty-nine cents ($4.39) per one thousand (1,000) gallons.~~

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

13.16.035 Hauled water /sewer services extra call/haul request.

A. Any hauled water customer may request an extra call for water delivery on a form provided by the finance department indicating the number of gallons of water requested. Each extra call for water delivery will have a corresponding extra haul for sewer evacuation at the rate corresponding to the number gallons requested for the extra call for water, to be paid at the same time as the extra call for water.

B. Hauled services extra call after regular business hours shall be the corresponding rate listed in BMC 13.16.020 A or B or 13.16.030 A depending on the type of service and the zone, plus one hundred and fifty dollars ($150).

13.16.040 Renewal and replacement fund recovery rate:

A. Hauled water and sewer delivery services replacement fund recovery rates per 1,000 gallons are:

Hauled Water	Hauled Sewer
$2.10	$1.59

B. Nonmetered subscription replacement fund recovery rates are:

Flat Rate Water	Flat Rate Sewer
$16.35	$16.35

C. Metered water and sewer subscription replacement fund recovery rates per 1,000 gallons of water supplied are:

Metered Water	Metered Sewer
$3.27	$3.27

Comment [ls12]: The Utilities Dept. had concerns that when getting an extra call for water service without an extra call for sewer services, there could potentially be an overflowing of the sewer tank. This was established to prevent that from occurring.

Comment [ls13]: This charge was increased from $75 to $150 to better reflect the actual costs for the after hours service.

Comment [ls14]: See Exhibit 5-5. Annual Target amount of $500,000.

Check with Hansel to make sure this can be set aside assuming the full account is fully funded (in the black)

Comment [ls15]: See Exhibit 5-5.

Based on an estimated usage 5,000 gallons per month.

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
Action:
Vote:

~~13.16.035~~ 13.16.045 Prepaid services.

A. Any person or entity may at any time, without regard to subscription to services, status of an account or indebtedness to the city, receive water or sewer service by prepaying.

B. The charge for prepaid services will be the applicable extra call fee. ~~plus a twenty dollar ($20) administrative fee.~~

Comment [ls16]: The extra call fee already includes the costs associated with processing the request.

~~C. Payment can be made in cash. Other forms of payment will be at the city's discretion.~~

~~D.~~ C. The city can refuse service under this section if the customer does not have a suitable tank or reasonable access.

~~13.16.040~~ 13.16.050 Holidays.

The monthly residential/commercial rates charges for the collection of garbage, rubbish and waste material, delivery of water and removal of sewage within the city shall not include providing such services on or during officially recognized city holidays as described in the city's personnel rules.

~~13.16.050~~ 13.16.060 Allowance for mechanical malfunctions.

The monthly residential/commercial rates charged for the collection of garbage, rubbish and waste material, delivery of water and removal of sewage within the city are also established on the basis of three (3) days per year for garbage service, three (3) days per year for water service and three (3) days per year for sewer service which may not be implemented because of mechanical malfunctions experienced by city-owned vehicles engaged in providing the utility services described in this section.

~~13.16.060~~ 13.16.070 Adjustments for nonservice.

Customers who do not receive residential/commercial garbage, water or sewer services four (4) or more times a year in each of the utility service areas mentioned in this chapter, excluding officially recognized city holidays, physical or other impediments created by the customer to all residential/commercial garbage, water or sewer areas (e.g., locked doors, the presence of animals) and the three (3) days per year per utility service area which may not be implemented because of mechanical malfunctions experienced by city-owned vehicles engaged in providing the utility services described

in this section, may request and shall be granted by the city an adjustment to their utility bills as supported by utility records maintained by the city's public works department and finance department. Such requests by a utility customer shall be made to the city's finance department within thirty (30) days after utility bills are mailed by the city. If a utility customer makes a request for an adjustment to the utility bill after the thirty (30) day time period, such request will be considered invalid by the city.

~~13.16.070~~ 13.16.080 Senior citizen credit.

A. Any Bethel citizen at least ~~sixty (60)~~ sixty-five (65) years of age residing in their own household shall receive ~~up to~~ a twenty-five dollars ($25.00) monthly utility credit, if they are the primary source of income, after making application for such at the city utilities office.

Comment [ls17]: Senior Citizen Sales Tax Credit applied to individuals 65 and older.

B. All other Bethel citizens at least sixty (60) years of age that do not meet the conditions of subsection A of this section shall receive up to a ten dollars ($10) monthly utility credit after making application for such to the city utilities office.

C. Each residential unit shall be limited to one (1) credit application.

~~13.16.080 Nonliability for water damage.~~

~~The city shall not be held liable for water damage to any property where the customer has failed to install an adequate operative overflow system, or has failed to keep the overflow line from freezing.~~

Comment [ls18]: Section removed, it is listed in the Water Services Title passed by Council last month.

~~13.16.090~~ 13.16.080 Contractual agreements.

The city manager shall have the power and authority to enter into contractual arrangements with any person for the provision of any of the services described in this chapter at rates or terms different from those set out in this chapter, subject to the approval of the city council.

SECTION 3. Effective Date. Subsections 13.16.020 F. 2. a. and 13.16.030 C. 2. a. shall become effective on 1/1/2015.

Comment [ls19]: These subsections would required owners of non-residential unites to have meters installed. The Council should consider a date they feel would be appropriate if not 1/1/2015.

SECTION 4. Effective Date. Except as provided in Section 3 of this ordinance, this ordinance shall become effective no sooner than 60 days and no later than 90 days, after passage of said ordinance.

ENACTED THIS DAY OF 2014, BY A VOTE OF IN FAVOR AND OPPOSED.

Introduced by:	City Council (AM 13-31)
Date:	April 22, 2014
Public Hearing:	May 13, 2014
	May 27, 2014
	June 10, 2014
Action:	
Vote:	

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Suggested Amendments from Council Member Pike. This document would completely replace the proposed ordinance.

Ordinance #14-12

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE SECTION 13.16 UTILITY RATES

Chapter 13.16
Utility Rates

13.16.010 Definitions

A. "Regular Business Hours" means the days and hours the city's administrative offices are open to provide general services to the public, excluding weekends and holidays.

B. "Residential" means a building or group of buildings, containing no more than two (2) separate living quarters all having complete living facilities designed for long-term human habitation.

13.16.020 Water service.

For the providing of residential/commercial water services ~~with~~ within the city, the following charges shall be made:

A. In addition to usage charges under subsections B and H of this section, water customers shall pay ~~five dollars ($5)~~ twenty-five dollars ($25) monthly per water subscription for ~~facility charges to recover the cost of water system capital improvements and depreciation~~ renewal and replacement fund recovery. The renewal and replacement fund recovery subscription fee will increase by six dollars on July 1, 2016, July 1 2017, July 1, 2018, July 1, 2019 and July 1, 2020.

B. ~~Residential/commercial~~ Water delivery services for outside fill with an overflow involving the following capacities, frequencies and rate charges:

Utility Rate Sheet

Capacity	Frequency	Water	Sewer
100 Gallons	1 time per month	$ 11.83	$ 10.70
	2 times per month	$ 27.90	$ 21.40
	1 time per week	$ 40.27	$ 42.79
	2 times per week	$ 64.86	$ 85.57
	3 times per week	$ 74.73	$ 128.35

	4 times per week	$ 102.72	$ 171.13
150 Gallons	1 time per month	$ 13.75	$ 13.64
	2 times per month	$ 28.04	$ 27.27
	1 time per week	$ 57.21	$ 54.53
	2 times per week	$ 116.66	$ 109.06
	3 times per week	$ 178.33	$ 163.58
	4 times per week	$ 242.25	$ 218.11
200 Gallons	1 time per month	$ 15.89	$ 14.64
	2 times per month	$ 32.52	$ 29.28
	1 time per week	$ 66.49	$ 58.56
	2 times per week	$ 135.88	$ 117.11
	3 times per week	$ 208.18	$ 175.67
	4 times per week	$ 283.34	$ 234.22
250 Gallons	1 time per month	$ 17.90	$ 15.64
	2 times per month	$ 36.67	$ 31.27
	1 time per week	$ 75.08	$ 62.54
	2 times per week	$ 153.67	$ 125.08
	3 times per week	$ 235.77	$ 187.62
	4 times per week	$ 321.37	$ 250.16
300 Gallons	1 time per month	$ 19.74	$ 16.65
	2 times per month	$ 40.48	$ 33.29
	1 time per week	$ 82.97	$ 66.57
	2 times per week	$ 170.02	$ 133.14
	3 times per week	$ 261.11	$ 199.71
	4 times per week	$ 356.72	$ 266.28
350 Gallons	1 time per month	$ 21.40	$ 17.65

	2 times per month	$ 43.94	$ 35.30
	1 time per week	$ 90.17	$ 70.60
	2 times per week	$ 184.90	$ 141.20
	3 times per week	$ 284.24	$ 211.79
	4 times per week	$ 388.16	$ 282.39
400 Gallons	1 time per month	$ 22.91	$ 18.66
	2 times per month	$ 47.07	$ 37.32
	1 time per week	$ 96.66	$ 74.63
	2 times per week	$ 198.35	$ 149.25
	3 times per week	$ 305.12	$ 223.88
	4 times per week	$ 416.91	$ 298.50
450 Gallons	1 time per month	$ 24.25	$ 19.67
	2 times per month	$ 49.87	$ 39.33
	1 time per week	$ 102.42	$ 78.66
	2 times per week	$ 210.36	$ 157.31
	3 times per week	$ 323.75	$ 235.96
	4 times per week	$ 442.61	$ 314.61
500 Gallons	1 time per month	$ 25.41	$ 20.67
	2 times per month	$ 52.28	$ 41.34
	1 time per week	$ 107.52	$ 82.68
	2 times per week	$ 220.91	$ 165.36
	3 times per week	$ 340.14	$ 248.04
	4 times per week	$ 465.22	$ 330.72
550 Gallons	1 time per month	$ 28.42	$ 21.67
	2 times per month	$ 58.53	$ 43.34
	1 time per week	$ 120.44	$ 86.67
	2 times per week	$ 247.61	$ 173.34

	3 times per week	$ 381.55	$ 260.00
	4 times per week	$ 522.21	$ 346.67
600 Gallons	1 time per month	$ 29.38	$ 22.68
	2 times per month	$ 60.45	$ 45.35
	1 time per week	$ 124.35	$ 90.70
	2 times per week	$ 255.59	$ 181.39
	3 times per week	$ 393.73	$ 272.09
	4 times per week	$ 538.75	$ 362.78
650 Gallons	1 time per month	$ 33.27	$ 23.69
	2 times per month	$ 68.57	$ 47.37
	1 time per week	$ 141.25	$ 94.73
	2 times per week	$ 290.68	$ 189.45
	3 times per week	$ 448.34	$ 284.17
	4 times per week	$ 614.18	$ 378.89
700 Gallons	1 time per month	$ 34.36	$ 24.69
	2 times per month	$ 70.79	$ 49.38
	1 time per week	$ 145.79	$ 98.75
	2 times per week	$ 299.93	$ 197.50
	3 times per week	$ 406.58	$ 296.25
	4 times per week	$ 633.40	$ 395.00
750 Gallons	1 time per month	$ 35.48	$ 25.70
	2 times per month	$ 73.08	$ 51.39
	1 time per week	$ 150.47	$ 102.78
	2 times per week	$ 309.48	$ 205.56
	3 times per week	$ 477.08	$ 308.34
	4 times per week	$ 653.21	$ 411.12

Suggested Amendments from Council Member Pike. This document would completely replace the proposed ordinance.

800 Gallons	1 time per month	$ 40.81	$ 26.70
	2 times per month	$ 84.29	$ 53.39
	1 time per week	$ 173.79	$ 106.77
	2 times per week	$ 358.05	$ 213.53
	3 times per week	$ 552.79	$ 320.29
	4 times per week	$ 749.30	$ 427.06
850 Gallons	1 time per month	$ 42.14	$ 27.70
	2 times per month	$ 86.99	$ 55.40
	1 time per week	$ 179.29	$ 110.80
	2 times per week	$ 369.29	$ 221.59
	3 times per week	$ 569.99	$ 332.38
	4 times per week	$ 781.39	$ 443.17
900 Gallons	1 time per month	$ 43.50	$ 28.71
	2 times per month	$ 89.76	$ 57.41
	1 time per week	$ 184.94	$ 114.82
	2 times per week	$ 380.82	$ 229.64
	3 times per week	$ 587.63	$ 344.46
	4 times per week	$ 805.36	$ 459.28
1,000 Gallons	1 time per month	$ 46.32	$ 30.72
	2 times per month	$ 95.51	$ 61.44
	1 time per week	$ 196.69	$ 122.88
	2 times per week	$ 404.76	$ 245.76
	3 times per week	$ 624.22	$ 368.63
	4 times per week	$ 855.04	$ 491.51
1,200 Gallons	1 time per month	$ 55.45	$ 34.74
	2 times per month	$ 114.54	$ 69.48
	1 time per week	$ 236.29	$ 138.95

	2 times per week	$ 487.04	$ 277.89
	3 times per week	$ 751.42	$ 416.84
	4 times per week	$ 1,015.55	$ 555.78
1,400 Gallons	1 time per month	$ 64.58	$ 38.76
	2 times per month	$ 133.56	$ 77.51
	1 time per week	$ 275.89	$ 155.02
	2 times per week	$ 569.33	$ 310.03
	3 times per week	$ 878.63	$ 465.05
	4 times per week	$ 1,176.05	$ 620.06
1,500 Gallons	1 time per month	$ 78.52	$ 40.77
	2 times per month	$ 157.04	$ 81.54
	1 time per week	$ 314.08	$ 163.08
	2 times per week	$ 628.15	$ 326.15
	3 times per week	$ 942.23	$ 489.22
	4 times per week	$ 1,256.30	$ 652.29
1,750 Gallons	1 time per month	$ 89.84	$ 45.80
	2 times per month	$ 179.67	$ 91.59
	1 time per week	$ 359.35	$ 183.17
	2 times per week	$ 718.69	$ 366.34
	3 times per week	$ 1,078.03	$ 549.51
	4 times per week	$ 1,437.37	$ 732.68
2,000 Gallons	1 time per month	$ 101.16	$ 50.82
	2 times per month	$ 202.31	$ 101.64
	1 time per week	$ 404.62	$ 203.27
	2 times per week	$ 809.23	$ 406.54
	3 times per week	$ 1,213.84	$ 609.80
	4 times per week	$ 1,618.44	$ 813.07

2,500 Gallons	1 time per month	$ 123.79	$ 60.87
	2 times per month	$ 247.58	$ 121.74
	1 time per week	$ 495.15	$ 243.47
	2 times per week	$ 990.30	$ 486.93
	3 times per week	$ 1,485.45	$ 730.39
	4 times per week	$ 1,980.59	$ 973.85
3,000 Gallons	1 time per month	$ 146.42	$ 70.92
	2 times per month	$ 292.85	$ 141.83
	1 time per week	$ 585.69	$ 283.66
	2 times per week	$ 1,171.38	$ 567.32
	3 times per week	$ 1,757.06	$ 850.97
	4 times per week	$ 2,342.74	$ 1,134.63
3,500 Gallons	1 time per month	$ 169.06	$ 80.97
	2 times per month	$ 338.11	$ 161.93
	1 time per week	$ 676.23	$ 323.86
	2 times per week	$ 1,352.45	$ 647.71
	3 times per week	$ 2,028.68	$ 971.56
	4 times per week	$ 2,704.89	$ 1,295.41

C. Extra Call Rates.

1. ~~Residential/commercial~~ Extra call/haul, normal hours, will be as follows:

Capacity	Water	Sewer
200 Gallons	$71.43	$65.95
250 Gallons	$74.05	$67.20
300 Gallons	$76.67	$68.45
350 Gallons	$79.28	$69.70
400 Gallons	$81.90	$70.95

Suggested Amendments from Council Member Pike. This document would completely replace the proposed ordinance.

450 Gallons	$84.51	$72.20
500 Gallons	$87.13	$73.45
550 Gallons	$89.75	$74.68
600 Gallons	$92.37	$75.94
650 Gallons	$94.98	$77.19
700 Gallons	$97.59	$78.43
750 Gallons	$100.21	$79.68
800 Gallons	$102.83	$80.93
850 Gallons	$105.45	$82.17
900 Gallons	$108.07	$83.42
1,000 Gallons	$113.29	$85.92
1,200 Gallons	$123.77	$90.91
1,400 Gallons	$134.23	$95.90
1,500 Gallons	$139.46	$98.40
1,750 Gallons	$152.54	$104.63
2,000 Gallons	$165.63	$110.88
2,500 Gallons	$110.88	$123.35
3,000 Gallons	$217.97	$135.83
3,500 Gallons	$244.13	$147.40

2. Any hauled water customer may request an extra call for water delivery on a form provided by the finance department indicating the number of gallons of water requested. Each extra call for water delivery will have a corresponding extra haul for sewer evacuation at the rate corresponding to the number gallons requested for the extra call for water, to be paid at the same time as the extra call for water.

Suggested Amendments from Council Member Pike. This document would completely replace the proposed ordinance.

3. Extra call/haul after hours shall be the normal hours rate plus one hundred fifty dollars ($150).

1. ~~Residential/commercial extra call after hours shall be the normal hours rate plus seventy-five dollars ($75).~~

D. Rate for deliveries over three thousand five hundred (3,500) gallons calculated using the three-thousand-five-hundred- (3,500-) gallon rate plus the rate for additional gallons. Examples:

1. The rate for four thousand five hundred (4,500) gallons is the rate for three thousand five hundred (3,500) gallons plus the rate for one thousand (1,000) gallons.

2. The rate for eight thousand (8,000) gallons is two (2) times the three-thousand-five-hundred- (3,500-) gallon rate plus one-thousand- (1,000-) gallon rate.

~~E.~~ C. ~~Residential/Commercial~~ Water Delivery Services for Outside Fill. Customers with inside fill shall be charged by the schedule as set by the outside fill rate, and in addition each customer shall be charged a monthly surcharge of fourteen dollars and sixty-three cents ($14.63) per month. Each inside fill customer is required to have a waiver of liability on file with the finance department.

~~F. Residential/commercial extra calls from the schedule in subsections (B)(1) and (2) of this section.~~

~~G.~~ D. No new services for deliveries more than two (2) times a week shall be established.

~~H.~~ E. ~~Residential/commercial~~ Piped water rates:

1. ~~Flat rate (nonmetered)~~ Nonmetered: one hundred twenty-five dollars and eight cents ($125.08)

2. ~~Residential/commercial~~ Metered service: twenty-six dollars and fifty cents ($26.50) per one thousand (1,000) gallons;

a. Any nonresidential customer on piped services shall be charged the meter rate.

3. ~~Residential~~ Metered service: sixty-four dollars ($64.00) flat rate plus two and six tenths cents ($0.026) per gallon;

Suggested Amendments from Council Member Pike. This document would completely replace the proposed ordinance.

4. Water service picked up at the pump house per approximate gallon: three cents ($0.03) per gallon (seventy-five cents ($0.75) per minute approximately three cents ($0.03) per gallon).

13.16.025 Protection from plumbing failure.

In cases where a documented plumbing malfunction or breakage occurs in a metered residence, and there is an unusually high water usage, the customer can request a reversal of fees above and beyond an average rate reflecting three (3) months' metered consumption. Such reversal shall be at the discretion of the city administration.

13.16.030 Sewage service.

For the providing of residential/commercial sewage service within the city, the following charges shall be mad

A. Evacuation Service.

1. a. On schedule, per rates in the schedule in BMC 13.16.020(B).

b. In addition to usage charges under BMC 13.16.020(B) and (H), sewer customers shall pay twenty- five dollars ($25) monthly per sewer subscription for facility charges to recover the cost of sewer system capital improvements and depreciation.

c. For sewer tank evacuations less frequent than water deliveries, sewer rate is determined from the sum of regular water deliveries between sewer tank evacuations. For sewer customers without water service, the sewer rate will be based on the size of the sewer tank.

2. Residential/commercial extra call rates are from the schedule in BMC 13.16.020(C)(1) and (2).

B. No new services for evacuation more than two (2) times a week will be established.

C. Piped sewer service:

1. ~~Flat rate~~ Nonmetered per month per dwelling unit (metered and nonmetered service): thirty-three dollars and ninety-two cents ($33.92) per month per dwelling unit;

2. ~~Commercial~~ Metered service: seventeen dollars and forty-nine cents ($17.49) per one thousand (1,000) gallons.

a. Any nonresidential customer on piped services shall be charged the meter rate.

D. Sewage service dumped at the municipal sewage lagoon: four dollars and thirty-nine cents ($4.39) per one thousand (1,000) gallons.

~~13.16.035~~ 13.16.045 Prepaid services.

A. Any person or entity may at any time, without regard to subscription to services, status of an account or indebtedness to the city, receive water or sewer service by prepaying.

B. The charge for prepaid services will be the applicable extra call fee. ~~plus a twenty dollar ($20) administrative fee.~~

~~C. Payment can be made in cash. Other forms of payment will be at the city's discretion.~~

~~D~~. C. The city can refuse service under this section if the customer does not have a suitable tank or reasonable access.

~~13.16.040~~ 13.16.050 Holidays.

The monthly residential/commercial rates charges for the collection of garbage, rubbish and waste material, delivery of water and removal of sewage within the city shall not include providing such services on or during officially recognized city holidays as described in the city's personnel rules.

~~13.16.050~~ 13.16.060 Allowance for mechanical malfunctions.

The monthly residential/commercial rates charged for the collection of garbage, rubbish and waste material, delivery of water and removal of sewage within the city are also established on the basis of three (3) days per year for garbage service, three (3) days per year for water service and three (3) days per year for sewer service which may not be implemented because of mechanical malfunctions experienced by city-owned vehicles engaged in providing the utility services described in this section.

~~13.16.060~~ 13.16.070 Adjustments for nonservice.

Customers who do not receive residential/commercial garbage, water or sewer services four (4) or more times a year in each of the utility service areas mentioned in this chapter, excluding officially recognized city holidays, physical or other impediments created by the customer to all residential/commercial garbage, water or sewer areas (e.g., locked doors, the presence of animals) and the three (3) days per year per utility service area which may not be implemented because of mechanical malfunctions experienced by city-owned vehicles engaged in providing the utility services described in this section, may request and shall be granted by the city an adjustment to their

Suggested Amendments from Council Member Pike. This document would completely replace the proposed ordinance.

utility bills as supported by utility records maintained by the city's public works department and finance department. Such requests by a utility customer shall be made to the city's finance department within thirty (30) days after utility bills are mailed by the city. If a utility customer makes a request for an adjustment to the utility bill after the thirty (30) day time period, such request will be considered invalid by the city.

~~13.16.070~~ 13.16.080 Senior citizen credit.

A. Any Bethel citizen at least ~~sixty (60)~~ sixty-five (65) years of age residing in their own household shall receive ~~up to~~ a twenty-five dollars ($25.00) monthly utility credit, if they are the primary source of income, after making application for such at the city utilities office.

B. All other Bethel citizens at least sixty (60) years of age that do not meet the conditions of subsection A of this section shall receive up to a ten dollars ($10) monthly utility credit after making application for such to the city utilities office.

C. Each residential unit shall be limited to one (1) credit application.

~~13.16.080 Nonliability for water damage.~~

~~The city shall not be held liable for water damage to any property where the customer has failed to install an adequate operative overflow system, or has failed to keep the overflow line from freezing.~~

~~13.16.090~~ 13.16.080 Contractual agreements.

The city manager shall have the power and authority to enter into contractual arrangements with any person for the provision of any of the services described in this chapter at rates or terms different from those set out in this chapter, subject to the approval of the city council.

SECTION 3. Effective Date. Subsections 13.16.020 F. 2. a. and 13.16.030 C. 2. a. shall become effective on 1/1/2015.

SECTION 4. Effective Date. Except as provided in Section 3 of this ordinance, this ordinance shall become effective no sooner than 60 days and no later than 90 days, after passage of said ordinance.

ENACTED THIS DAY OF 2014, BY A VOTE OF IN FAVOR AND OPPOSED.

_____

Joseph A. Klejka, Mayor

ATTEST:

_____

Suggested Amendments from Council Member Pike. This document would completely replace the proposed ordinance.
Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	13-31		
Date action introduced:	12/10/2013	Introduced by:	Mayor Klejka
Date action taken:		X Approved	Denied
Confirmed by:			

SUBJECT/ACTION:

Direct Administration to create ordinances for Council's consideration, implementing the following items related to the Water and Sewer Cost Allocation and Rate Study.

1. A cost of service rate structure for piped flat rate, metered and hauled water and sewer that sets rates at actual cost of service (COS) as provided in Exhibit 4-8 of the Rate Study. The Ordinance shall also include rates for commercial hauled and piped services and rate adjustments for each year through 2020. (See Exhibit 4-8)

2. Identify a two zoned hauled rate structure (with a map attachment for clear descriptions) in the above mentioned ordinance that will identify the areas of town on each of the zones. Zone two should include Kasayuli Subdivision, Larsen Subdivision, Tundra Ridge Subdivision and the hauled customers near the airport. Zone one, will include all other areas on the hauled system. This zoning should also include any commercial customers.

3. Increase the pumphouse water from $0.03 per gallon annually by 12 percent for two years (FY 2014/15), 8 percent in FY 2015/16, and 4 percent in FY 2016/17 through FY 2018/19.

4. Establish a renewal and replacement fund balance target of $500,000 annually. The City has the option of collecting renewal and replacement funds through the monthly subscription fee or through rates however when allocated in the City's accounting system, the repair and replacement funds should be separate from the monthly billing rates for water and sewer services; see Section 5 of the Study. A percentage of rates for the commercial customers must also be considered.

Route to:	Department/Individual:	Initials:	Remarks:
X	City Manager		
X	Finance Department		
X	Public Works Director		

Attachment(s): City of Bethel Water and Sewer Cost Allocation and Rate Study; Summary of Water and Sewer Cost Allocation and Rate Study provided by Kurt Playstead, CH2MHILL; Exhibit 4-8.

Introduced by: Vice Mayor Robb
Date: May 27, 2014
Public Hearing: June 10, 2014
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-15

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE, PERSONNEL RULES AND REGULATIONS CHAPTERS 3.04.010, DEFINITIONS AND 3.34.050, SPECIAL PROVISIONS EMPLOYMENT OF RELATIVES

WHEREAS, the BMC has a very broad definition of relative, which can inhibit hiring of qualified employees;

WHEREAS, the scope should be narrowed to immediate family members;

WHEREAS, an existing employee should not lose his or her job due to political activity or advancement of an immediate family member;

WHEREAS, immediate family members should not be in a supervisor/subordinate relationship at work;

WHEREAS, there is a need to protect the city from blatant nepotism;

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

SECTION 1. Classification. This ordinance is of a general nature and shall become a part of the Bethel Municipal Code.

SECTION 2. Amendment. The Bethel Municipal Code Sections 3.04.010 and 3.64.050 are amended as follows (new language is underlined and ~~old language is stricken out~~):

3.04.010 Definitions.

As used in this title:

A. "Appointment" means those methods by which a person is designated to fill a specific vacant position.

B. "At will" means an employment relationship that can be terminated by either the employee or the employer at any time for any reason or no reason, with or without notice.

C. "Class" means a group of positions sufficiently similar as to duties performed, scope of discretion and responsibility, minimum requirements of training, experience or skill, and such other characteristics that the same title, the same test of fitness and the same range of compensation apply to each position in the group.

D. "Classification" means the process of obtaining adequate position descriptions, gathering necessary additional information, making comparison with other position descriptions and with class specifications, etc., and finally, of taking official action by allocating a position to a particular pay range.

E. "Classification plan" means the orderly arrangement into classes of all positions in the city service, and a listing of class title, class codes and pay ranges assigned to each class.

F. "Department" means a city department as authorized by municipal ordinance. Authorized departments are administration, finance, fire, police, public works, and community services.

G. "Department head" means the highest supervisory position of a city department.

H. "Discipline" means a procedure or action taken to correct deficient performance; or punishment for not following set policies and procedures; or an action taken against an employee to maintain order and control.

I. "Employee" means any person in the employ of the city who is not within the collective bargaining unit and whose activities are directed by the city.

J. "Examination" means objective evaluation of skills, experience, education and other characteristics demonstrating the ability of a person to perform the duties required of a position.

K. "Immediate family" means the employee's ~~spouse~~ husband or wife, children, mother, father, mother-in-law, father-in-law, brothers or sisters~~. It also includes other family members who reside permanently with the employee.~~

L. "Manager" means the city manager or his/her designee.

M. "Personnel office" means that office designated by the city manager to take care of and be responsible for personnel matters within the city job service.

N. "Position" means the duties and responsibilities assigned to an employee requiring full-time or part-time employment.

O. "Promotion" means a change in status of an employee from a position of one (1) class to a position of another class having a higher salary range.

P. "Rehire" means an appointment into a position in the same class of positions from which the employee separated in good standing, or into a position in a parallel class.

Q. "Reinstatement" means replacement of an employee into a position in the same class occupied previously or a parallel class when there has been no break in service, for one (1) of the following reasons:

1. Timely return from military leave or as otherwise required by law;

2. Return of an employee from authorized injury leave or leave without pay.

R. "Relative" means any person who is related by marriage or blood to an applicant or employee.

S. "Separation" means cessation of the work relationship between the city and an employee for any reason including death, dismissal, layoff, resignation and retirement.

T. "Suspension" means an enforced unpaid leave for disciplinary reasons or pending investigation of charges made against an employee.

U. "Temporary employee" means an employee appointed on a temporary or interim basis to a position and subject to the provisions of these rules.

3.64.050 Employment of ~~relatives.~~ Immediate Family members.

~~No person may be employed in a position in any department who is a relative of the city manager, the department head, or a member of the city council. No person may be employed in a position supervised by a relative. No person may be employed in a position in any department who is a relative of another employee in the department, without the written, advance approval of the city manager.~~

~~The city manager may, at any time, re-evaluate the effect of having relatives working in the same department on the performance of either relative and the operation of the department involved. This re-evaluation may result in the transfer or termination of one (1) of the affected parties.~~

Introduced by: Vice Mayor Robb
Date: May 27, 2014
Public Hearing: June 10, 2014
Action:
Vote:

a. No person may be employed in any position who is an immediate family member of the city manager.

b. No person may be hired in any position who is an immediate family member of the department head; nor can any person be hired, promoted, or transferred into a department head position while that department employees an immediate family member.

c. No person may be hired as a management employee as defined by 3.12.070 who is an immediate family member of a member of the city council.

d. No person may be hired, transferred, or otherwise put into a position to be a direct supervisor or direct report of an immediate family member.

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

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS __DAY OF JUNE, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Suggested Modifications from the City Attorney.

Ordinance #14-15

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE, PERSONNEL RULES AND REGULATIONS CHAPTERS 3.04.010, DEFINITIONS AND 3.34.050, SPECIAL PROVISIONS EMPLOYMENT OF RELATIVES

WHEREAS, the BMC has a very broad definition of relative, which can inhibit hiring of qualified employees;

WHEREAS, the scope should be narrowed to immediate family members;

WHEREAS, an existing employee should not lose his or her job due to political activity or advancement of an immediate family member;

WHEREAS, immediate family members should not be in a supervisor/subordinate relationship at work;

WHEREAS, there is a need to protect the city from blatant nepotism;

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

SECTION 1. Classification. This ordinance is of a general nature and shall become a part of the Bethel Municipal Code.

SECTION 2. Amendment. The Bethel Municipal Code Sections 3.04.010 and 3.64.050 are amended as follows (new language is underlined and ~~old language is stricken out~~):

3.04.010 Definitions.

As used in this title:

A. "Appointment" means those methods by which a person is designated to fill a specific vacant position.

B. "At will" means an employment relationship that can be terminated by either the employee or the employer at any time for any reason or no reason, with or without notice.

C. "Class" means a group of positions sufficiently similar as to duties performed, scope of discretion and responsibility, minimum requirements of training, experience or skill,

Suggested Modifications from the City Attorney.

and such other characteristics that the same title, the same test of fitness and the same range of compensation apply to each position in the group.

D. "Classification" means the process of obtaining adequate position descriptions, gathering necessary additional information, making comparison with other position descriptions and with class specifications, etc., and finally, of taking official action by allocating a position to a particular pay range.

E. "Classification plan" means the orderly arrangement into classes of all positions in the city service, and a listing of class title, class codes and pay ranges assigned to each class.

F. "Department" means a city department as authorized by municipal ordinance. Authorized departments are administration, finance, fire, police, public works, and community services.

G. "Department head" means the highest supervisory position of a city department.

H. "Discipline" means a procedure or action taken to correct deficient performance; or punishment for not following set policies and procedures; or an action taken against an employee to maintain order and control.

I. "Employee" means any person in the employ of the city who is not within the collective bargaining unit and whose activities are directed by the city.

J. "Examination" means objective evaluation of skills, experience, education and other characteristics demonstrating the ability of a person to perform the duties required of a position.

K. "Immediate family member" means the employee's ~~spouse~~ husband or wife, **domestic partner, significant other**, children, mother, father, mother-in-law, father-in-law, brothers or sisters~~. It also includes other family members who reside permanently with the employee.~~

Comment [p1]: Adds 2 legal definitions which covers both same-sex unions and partners who chose to live together but not marry.

L. "Manager" means the city manager or his/her designee.

M. "Personnel office" means that office designated by the city manager to take care of and be responsible for personnel matters within the city job service.

N. "Position" means the duties and responsibilities assigned to an employee requiring full-time or part-time employment.

Suggested Modifications from the City Attorney.

O. "Promotion" means a change in status of an employee from a position of one (1) class to a position of another class having a higher salary range.

P. "Rehire" means an appointment into a position in the same class of positions from which the employee separated in good standing, or into a position in a parallel class.

Q. "Reinstatement" means replacement of an employee into a position in the same class occupied previously or a parallel class when there has been no break in service, for one (1) of the following reasons:

1. Timely return from military leave or as otherwise required by law;

2. Return of an employee from authorized injury leave or leave without pay.

R. "Relative" means any person who is related by marriage or blood to an applicant or employee.

S. "Separation" means cessation of the work relationship between the city and an employee for any reason including death, dismissal, layoff, resignation and retirement.

T. "Suspension" means an enforced unpaid leave for disciplinary reasons or pending investigation of charges made against an employee.

U. "Temporary employee" means an employee appointed on a temporary or interim basis to a position and subject to the provisions of these rules.

3.64.050 Employment of ~~relatives.~~ Immediate Family members.

~~No person may be employed in a position in any department who is a relative of the city manager, the department head, or a member of the city council. No person may be employed in a position supervised by a relative. No person may be employed in a position in any department who is a relative of another employee in the department, without the written, advance approval of the city manager.~~

~~The city manager may, at any time, re-evaluate the effect of having relatives working in the same department on the performance of either relative and the operation of the department involved. This re-evaluation may result in the transfer or termination of one (1) of the affected parties.~~

a. No person may be employed in any position who is an immediate family member of the city manager.

Suggested Modifications from the City Attorney.

b. No person may serve in a supervisory capacity over a member of the employee's immediate family; ~~nor can any person be hired, promoted, or transferred into a department head position while that department employees an immediate family member.~~

c. The city will not hire or promote the immediate family of current city employees within the same department where:

(1) One of the parties would have authority to supervise, appoint, discharge, or discipline the other;

(2) One party would be responsible for evaluating the work of the other; or

(3) Other circumstances exist that might lead to potential conflict among the parties or conflict between the interests of one or both parties and the best interests of the city.

d. If two employees marry or otherwise become related, as defined by immediate family member, and in the city's best judgment the potential problems noted above exist or reasonably could exist, neither of the employees will be allowed to hold supervisory authority over the other one.

e. No person may be hired as a management employee as defined by 3.12.070 who is an immediate family member of a member of the city council.

f. No person may be hired, transferred, or otherwise put into a position to be a direct supervisor or to directly report to an immediate family member.

g. The City may, at any time, correct appointments and continued employment prohibited in this section by transfer, layoff, demotion or termination of employment.

(1) In doing so, the City Manager shall take such corrective action which has the least adverse impact on the employees necessary to cure the prohibited appointment or continued employment, provided such corrective action shall always be in the best interests of the city.

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

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS __DAY OF JUNE, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Suggested Modifications from the City Attorney.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

New Business

City of Bethel Action Memorandum

Action memorandum No.	14-42		
Date action introduced:	June 10, 2014	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Direct Administration to amend the contract between Northern Lights Water Inc. and the City of Bethel to charge $0.04 per gallon as opposed to $0.03 per gallon.

Route to:	Department/Individual:	Initials:	Remarks:
X	Acting City Manager		
X	Finance Director		
X	Public Works Director		

Attachment(s): Contract between the City of Bethel and Northern Lights Water Products, Inc.

Amount of fiscal impact		Account information:
$2,430	Increase to the contract submittance based on the 2013 actual.	51-42-416

Bethel Municipal Code Section, 13.04.085 states:

13.04.080 Resale of water.

Resale of water shall be permitted only pursuant to written contract between the council and the party proposing to sell water. Only water purchased from the City of Bethel or pre-packaged water may be re-sold within the City limits.

The Water and Sewer Rate Study provided by CH2Mhill, identified the cost of providing water at the pump house to be $0.03 per gallon. The City should be recouping the costs associated with the production of water as well as the administrative overhead for the administration of the account and corresponding contract.

For calendar year 2013, Northern Lights Water Products Inc. purchased 243,000 gallons of water with $7,290.00 remitted to the City.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is between the City of Bethel (the "City") and Mario Gaspar doing business as Northern Lights Water Products, Inc. ("NLWP").

PROVISIONS APPLICABLE TO PURCHASE OF BULK WATER

1.) WATER PURCHASE: The City hereby agrees to sell NLWP water in bulk from the City's Bethel Heights Water Plant. NLWP shall take delivery of such bulk water in its own trucks at the overhead spigot used by the City's water trucks. NLWP must provide the water plant with at least twenty four hours advance notice of its request to load water. NLWP's notice shall indicate the date, time and amount of water NLWP intends to load. The water plant employee may require NLWP to take delivery at dates, times and amounts other than those proposed by NLWP. NLWP shall only use the water it loads pursuant to this MOA for the business listed below and shall not resell the water except to customers of the business listed below. Mario Gaspar represents that the business he owns is:

Name of Business; Northern Lights Water

In the event the business shall cease to be owned by Mario Gaspar, Mario Gaspar shall immediately notify the City of such fact. NLWP's authority to purchase bulk water for its business shall terminate upon sale.

NLWP shall comply with all federal, state, and local statutes, ordinances, regulations and permit conditions that apply to the City's water system and water plant. NLWP agrees to report and pay all sales taxes in a timely manner. Failure to remit sales tax will result in suspension of water purchasing privileges.

2.) PAYMENT: For the privilege of purchasing water in bulk, NLWP shall pay the City on or before the twentieth day of each month $.03 per gallon of water received at the City water plant during the previous month. Late payments shall include payment of interest at the rate of fifteen percent per year. The monthly payment shall be sent to the City of Bethel, Utility Department, P.O. Box 1387, Bethel, Alaska 99559. The City shall have three years from the date of receipt of the payment in which to audit or otherwise challenge the amount of water reported and the amount of payment made to it by NLWP.

3.) REGULATION AND SCHEDULE: NLWP understands and agrees that its use of the City's water plant must not interfere with the City's access to and use of the water plant and that NLWP's access to and use of the water plant shall be subject to rules, regulations

and restrictions imposed by the City. NLWP shall not purchase water in bulk without receiving advance permission from the water plant to do so.

PROVISIONS APPLICABLE TO ALL ACTIVITIES

4.) RATE ADJUSTMENT: The City shall have the right once each calendar year to increase the rate it charges NLWP under this MOA. The City may exercise this right by giving NLWP a notice of rate adjustment setting forth the new rate and the effective date of such rate adjustment. The effective date shall be at least 45 days after the notice of the rate adjustment.

5.) INSURANCE: NLWP shall maintain the following insurance coverage: a) workers compensation insurance sufficient to comply with Alaska law; b) general commercial liability insurance of not less than $1 million per occurrence and not less than $2 million in aggregate limits which shall cover any damage resulting from leakage in addition to all other coverage generally available under such a policy; and c) business auto insurance of not less than $1 million per accident for bodily injury and property damage. NLWP shall provide to the City Finance Department copies of all of the policies required under this section and proof that the premiums have been paid within ten days of entering into this MOA. The City shall be named as an additional insured under NLWP's general commercial liability insurance policy.

6.) INDEMNIFICATION AND RELEASE OF CLAIMS: NLWP agrees that it will not assert, and does hereby release the City from any claims NLWP may have or acquire in the future, against the City, whether in tort, contract or otherwise arising out of any act or omission to act by NLWP, the City, or any other entity, in connection with this MOA and the exercise of any right or privilege conferred hereunder, including the City's termination of this MOA in accordance with paragraph 11 hereof.

NLWP agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees, agents, contractors and all other representative from all claims, causes of action, losses, or damages arising from injury to, or death of any person, or any damage to any property arising out of any act or omission to act by any person acting pursuant to or in connection with this MOA.

7.) TERMINATION: Either party may terminate this MOA without cause upon giving the other party sixty days written notice.

8.) EFFECTIVE DATE: This MOA shall be effective commencing on January 1, 2010.

9.) NO MODIFICATION OF LAW: Nothing in this MOA is intended to modify, alter, override or amend existing ordinances of the City of Bethel and in the event of a conflict between this MOA and a City ordinance, the City ordinance shall govern.

10.) MISCELLANEOUS PROVISIONS: This MOA can only be amended or modified by written agreement signed by the parties. Alaska law shall govern this MOA. In the event either party files suit against the other party to enforce this MOA, the prevailing party shall be entitled to recover its full reasonable attorney's fees.

Affirmed By:
MARIO T. GASPAR (Owner)
NORTHERN LIGHTS WATER PRODUCTS, INC

Signature 12-1-09
Date

Affirmed By:
LEE M. FOLEY (City Manager)
CITY OF BETHEL

Signature 12/01/09
Date

Attested By:
LORI STRICKLER (City Clerk)
CITY OF BETHEL

Signature 12-1-2009
Date

Ends 11/30/09
(*5 yr Right Renewal)

Lease Location: Bethel
Lease Number: 1885

ALASKA COURT SYSTEM
LEASE FOR
COURTROOM AND OFFICE SPACE

The City of Bethel (Landlord) and the Alaska Court System (Tenant) agree to enter into a lease under the terms set out below. Amendments to this lease must be in writing and be signed by both parties.

SECTION ONE: Description of Premises; Term

Phase I

During Phase I of this lease, the Landlord leases to the Tenant approximately 5771 net usable square feet of court office space within the building commonly known as the Bethel Courthouse and located at 300 Chief Eddie Hoffman Highway, and an additional 365 net usable square feet of court office space with use of conference room (as scheduled with the Landlord) within the building commonly known as the Braund Building and located at 204 Chief Eddie Hoffman Highway.

Phase II

During Phase II of this lease, the Landlord leases to the Tenant approximately 8702 net usable square feet of court office space (substantially in conformance with the floor plan included as attachment A) within the building commonly known as the Braund Building and located at 204 Chief Eddie Hoffman Highway.

Both the Bethel Courthouse and the Braund Building are situated on a parcel of land situated 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.

Lease Location: Bethel
Lease Number: 1885

This lease consists of 2 separate terms: Phase I of this lease is for a period of eighteen (18) months; beginning on September 1, 1998 and ending on February 29, 2000. Phase II of this lease is for a period of ten (10) years; beginning on December 1, 1999 and ending on November 30, 2009.

SECTION TWO: Rent Rate

During Phase I of this lease, from September 1, 1998 to November 30, 1999, the Tenant will pay Landlord $12,858.92 per month. During Phase II of this lease, from December 1, 1999 to November 30, 2009, the Tenant will pay the Landlord $17,823.25 per month. For both periods the rent will be payable on the first day of every month or in advance at the option of the Tenant. This is the Base Monthly Rate. Rent is payable at the office of the Landlord whose address is P.O. Box 388, Bethel, Alaska 99559.

Payment for any partial month's occupancy will be prorated, based on a thirty- (30) day month. Any holding over after the expiration date of this lease or of any extension or renewal will be considered a tenancy from month to month on terms specified in this lease. Each party will provide written notice to the other party of its intent to cancel the month-to-month tenancy at least thirty (30) days before the desired date of cancellation.

SECTION THREE: Renewal; Adjustments; First Right of Refusal

A. Renewal. The Tenant has the option to renew this lease for two (2) additional terms of five (5) years each by giving the Landlord notice in writing not less than 180 days prior to the expiration of each term.

If changes in the Braund Building construction schedule require, the Tenant and Landlord may agree to monthly extensions of the Phase I lease terms.

B. Adjustments. The monthly rental rate shall remain firm through November 30, 2009, after which time the monthly lease rate shall be adjusted annually (every 12 months).

Adjustment(s) in the base monthly rate after the initial term of the lease shall be made annually to reflect the changes in the Landlord's variable costs such as operational costs other than debt service and profit; "variable costs" are defined as thirty-five percent (35%) of the base monthly lease rate.

The monthly lease rate will be adjusted effective December 1, 2009, and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W), for the Urban Wage Earners and Clerical Workers, All Items, Anchorage area, issued every six months.

The percentage change in CPI-W means the percentage difference between the CPI in effect for January through June 2001 and the CPI in effect for July through December 2001. For each succeeding year, the percentage of increase or decrease from the base monthly rate will be determined by the percentage difference between the CPI-W issued for January through June 2009 and July through December of the year preceding the adjustment. This adjustment may result in either an increase or a decrease depending on the actual CPI in effect at the time of the adjustment.

The formula is expressed as: [(35% x base monthly lease cost) x % change in CPI] + Base Monthly Lease Cost = Adjusted Monthly Lease Cost.

Example: If the base monthly lease rate was $1,000 per month, with variable costs at 35% and with a 10% change in the CPI, the adjusted rent would be calculated in the following steps:

A. [(35% x $1,000) x 10%] + $1,000 = Adjusted Lease Rate
B. [($350 x 10%)] + $1,000 = Adjusted Lease Rate
C. $35 + $1,000 = $1,035 = Adjusted Lease Rate

The above calculation is included only as an example.

All other provisions of this lease will apply to any extensions of the lease term unless modified by mutual consent.

SECTION FOUR: Parking

During both Phase I and Phase II of this lease, the Landlord shall provide twenty (20) reserved parking spaces located adjacent to or near the Braund Building. The Lessee may place signs indicating that the spaces are for the use of court employees and visitors only.

SECTION FIVE: Utilities

The Landlord will furnish and pay for:

A. Heating, cooling and ventilation for the leased premises. The temperature will be maintained within the 68 degree F -75 degree F range.

If the temperature is not maintained within the 68 degree F -75 degree F range for more than two consecutive working days, the Landlord shall, upon receipt of a written complaint from the Tenant, provide, as appropriate, suitable temporary auxiliary heating or cooling equipment to maintain the temperature in the specified range.

B. Electricity, hot and cold running water, sewage and garbage disposal.

SECTION SIX: Premises Fit for Occupancy

The parties agree that the facilities provided in this lease are fit for occupancy and that they comply with all applicable laws. The Landlord agrees to pay the cost of any building alterations or improvements needed to make the premises comply with all mandatory requirements of present or future laws, ordinances, orders or regulations of any governmental authority, unless noncompliance is a result of the Tenant's occupancy. If the Landlord does not correct the violation in the time prescribed by law, the Tenant may terminate the lease, or may correct the violation and deduct the cost of labor and materials from the rent.

If all or part of the premises are deemed unfit for occupancy by public authority, or are made unfit for occupancy by fire, the elements, or any other casualty, the Tenant may reduce the rent for the portion of the premises which is unfit until the premises are restored to their former condition by the Landlord. If Tenant determines that all or a substantial part of the premises are unfit for occupancy, Tenant may move from the premises, terminate the lease by written notice to Landlord, and recover from Landlord the costs of relocation.

If the Tenant determines that its use of the premises is threatened by the interruption or severance of utilities or other services provided by Landlord, the Tenant may contract for the utilities and services in the name of the Tenant, and may deduct from the rent the costs of such utilities, services and related deposits.

SECTION SEVEN: Tenant's Use of the Premises

Tenant will not alter or add to the premises without the written consent of the Landlord. Consent will not be withheld unreasonably.

Tenant will observe all applicable laws and reasonable written regulations that the Landlord establishes for the general convenience, comfort and welfare of persons using the building.

Tenant will have access to the leased space 24 hours daily, 7 days a week throughout the year.

SECTION EIGHT: Accessibility

The Landlord certifies that the offered space complies with the Minimal Guidelines for Accessible Design published under the Architectural Barriers Act by the ATBCB, 36 CFR

190.34 (hereinafter referred to as "ABA compliance"). ABA compliance requires, among other things, that the space contain:

(1) one accessible route from an accessible entrance to those areas in which the principal activities for which the building is leased are conducted;
(2) accessible toilet facilities; and
(3) accessible parking facilities.

Areas of principal activity are all areas utilized by the public. "Accessible" in numbers 1, 2, and 3 means in compliance with the provisions of the Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities, Federal Register Vol. 56, No. 144, Friday, July 26, 1991, Rules and Regulations.

For purposes of complying with numbers 1, 2, and 3 listed above, note that the ADA defines the Alaska Court System as a "public entity". The Landlord must provide space that meets ADA compliance as it applies to a public entity. In meeting the public entity requirements, the Landlord does not have and will not attain the right to direct how, when or where program services are delivered. The right to direct the delivery of program services shall rest solely with the Tenant. The Landlord must provide space that meets the same level of ADA compliance as if the leased space were in a newly constructed state-owned facility from which all program services are directly delivered to the public. Any future alteration of the offered space will be required to meet ADA compliance standards.

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

In the event the Landlord fails to correct deficiencies within a period of thirty (30) days from receipt of written notification, the Tenant will have the right to terminate the lease, or the Tenant will have the option of correcting deficiencies with the Landlord bearing the cost of all labor and materials.

SECTION NINE: Repairs and Renovation

Landlord is solely responsible for the maintenance and repair of the premises and correction of state and local code violations except for damages arising from the negligent or otherwise actionable conduct of Tenant.

Landlord will maintain the leased premises free of any mechanical, structural, electrical or fire hazards; in compliance with all applicable local and state codes; and in a good state of general repair and maintenance suitable for the tenant's use.

Landlord may enter the premises at all reasonable times to examine the condition of the premises. Landlord will notify the Tenant if it will be making repairs, and will schedule work after regular working hours, or Landlord and Tenant may coordinate a mutually agreeable work schedule, unless an emergency requires immediate repair.

If Landlord does not complete necessary repairs promptly, Tenant may hire competent workers to make the repairs at the Landlord's expense. Bills will be sent directly to the Landlord for payment. Should there be any delay in payment by the Landlord, the Tenant may pay the bills and deduct the cost from the rent.

The Landlord will renovate the premises by refinishing or replacing any worn floor covering or floor finish no more frequently than every five years of occupancy if requested by the Tenant. The Landlord will repaint/refinish walls and woodwork as needed upon request. If the Landlord does not respond to reasonable renovation requests by the Tenant, the Tenant may hire competent workers to do the work at the Landlord's expense.

SECTION TEN: Maintenance Outside the Lease Premises

Landlord will keep outside steps, parking and storage areas in a safe condition year round and clean in the summer and free of ice and snow in the winter.

SECTION ELEVEN: Janitorial Requirements

A. Janitor and Employee Qualifications: Janitorial employees must be trained and should be experienced. Tenant may require any person's removal from the work area that Tenant deems incompetent or otherwise objectionable, or whose employment on the premises is deemed contrary to the public's or Tenant's best interests.

B. Security Clearance: Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business is essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this contract, the Landlord or any contract janitorial service shall inform all principals, officers, and employees working on the premises that the disclosure of any confidential court business observed or overheard may result in permanent removal from the premises.

The Landlord or any principal, officer or employee of the Landlord, or principal, officer or employee of a contract janitorial service working on the premises who has been

convicted of any felony or any crime involving moral turpitude within the previous 10 years is prohibited from working on court premises. The Landlord or janitorial service contractor, or their principals, officers or employees who have been charged with a felony or any crime involving moral turpitude is/are prohibited from working on court premises until such time as the charges are dismissed.

The Tenant may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of the Tenant's business.

Prior to commencing any work under this contract, the Tenant may require that individuals described in the paragraphs above, who will work on court premises, undergo a security check. The Landlord shall ensure this requirement is met and pay for all costs associated with obtaining the check.

Each principal, officer or employee of the Landlord and janitor who will work on court premises shall have fingerprints taken and a background check run through:

Department of Public Safety
Building Security Section
5700 East Tudor Road
Anchorage, Alaska 99504

Cards, blank forms and additional instructions are provided by the Office of the Facilities Manager, Alaska Court System, 820 West Fourth Avenue, Anchorage, Alaska 99501.

The Tenant may require identification cards, which will be provided at Landlord's expense.

C. Services: Landlord will furnish and pay for janitorial services and supplies as listed below for the entire leased space. These services will be performed before 8:00 a.m. or after 4:30 p.m., Monday through Friday, unless otherwise specified. Janitorial work will not interfere with the Tenant's business. Landlord must instruct the janitor not to disturb material on desks, drawers or cabinets, or use telephones. Equipment, furniture and wastebaskets, if moved for cleaning, will be replaced in their original locations and all electrical items will be reconnected to their outlets.

At the end of each workday, the janitorial supervisors shall inspect the entire building to ensure that all work is complete and all necessary doors are locked and unnecessary lights are turned off. In accomplishing the services, the janitor(s) shall unlock and leave open only doors in areas in which work is being performed. Exterior and interior perimeter security of court space shall be maintained at all times.

Lease Location: Bethel
Lease Number: 1885

Landlord shall furnish the following janitorial and cleaning services:

1. Daily Services:

   (a) Empty wastebaskets. Empty and wipe ashtrays and place contents in a metal container separate from other waste material. Collect all wastepaper and trash and dispose of away from the premises.

   (b) Sweep halls and floors in the interior of the building. Tile floors are to be swept with a yarn broom or a dust mop treated with polyethylene glycol or a similar non-injurious material. Vacuum all carpets.

   (c) Dust all visible surfaces of furniture, fixtures, and equipment as high as can be reached while standing on the floor.

   (d) Mop or scrub toilet room floors, clean all plumbing fixtures, disinfect urinals and water closets, damp wipe all dispensers.

   (e) Remove all fingermarks and smudges from walls, woodwork and glass surfaces.

   (f) Provide and maintain adequate supplies of toilet paper, towels, and soap in toilet rooms. Toilet supplies to be furnished by the Lessor.

   (g) Police sidewalks and parking areas by collecting and removing all unsuitable trash and other discarded materials.

2. Weekly Services:

   (a) Damp mop all waxed floors and machine buff to remove traffic marks and restore luster of wax.

   (b) Clean all tile walls and partitions in restrooms.

3. Monthly Services:

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

4. Every Three Month Services:

(a) Shampoo carpets.

(b) Wash windows and glass, inside and outside, leaving no streaks or unwashed places. Wipe water spots from sills and frames. Wash windows at approximately equal intervals of time, weather conditions permitting.

5. Every Six Month Services:

(a) Dust venetian blinds or vacuum drapes as may be the case, overhead pipes or vents, molding, etc., that must be reached by ladder.

(b) Dust or wash light fixtures as appropriate for greatest light efficiency.

6. As Required:

(a) Replace burned out lamps (to be furnished by Landlord).

7. Floor Maintenance:

(a) The State endorses spray buffing and those contractors that utilize this method may disregard the requirements of item (a), section 3 "Monthly Services" and this requirement may be placed under section 6 "As Required". Contractors utilizing the conventional method of applying consecutive layers of wax and then buffing will be required to adhere to the "Monthly Services" requirement.

(b) No section in these specifications shall be construed to permit any floor area to become excessively worn or under-maintained. ALL FLOORS MUST BE MAINTAINED AT A HIGH GLOSS AT ALL TIMES IF TILED, OR VACUUMED IF CARPETED.

D. Defective Work: Upon notification, Landlord shall, at Landlord's expense, correct any defect in the janitor's work or in supplies which the janitor provides. If the Landlord does not correct the defect within twenty-four (24) hours after notification, the Tenant may correct the defect and deduct the cost from the rent. When the Tenant determines that a defect in janitorial work could result in injury to persons, the Tenant may immediately correct the defect using the most expedient method available and deduct the costs from rent. The Landlord is responsible for all injury to persons or property that may result from janitorial fault or negligence.

E. Building Security: The janitor will lock outside doors at all times except when the building is normally open to the public. Interior building doors will remain locked except while work in the immediate area is in progress. All doors will be locked when the

janitor(s) leave(s) the building.

F. Safe Practices: Accepted safe practices must be followed in the performance of the janitorial work. After each performance of cleaning or other service during non-regular office hours the janitor shall:

1. Turn off unnecessary lights.

2. Inspect the area for fire hazards and take appropriate corrective action.

3. Close and lock all outside doors and windows.

The janitor shall also comply with standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety.

SECTION TWELVE: Fixtures

All fixtures and equipment that the Tenant has installed in the premises are its property and may be removed at the end of this lease or any renewal. Tenant will repair any damage to the premises from such removal.

SECTION THIRTEEN: Indemnity

Landlord shall indemnify, defend, hold and save the Tenant, 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 Landlord or the Landlord's agents and employees under this lease. The Landlord shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect during the term of this lease, excepting only sole negligence of the Tenant. During the term of this lease, including any extensions, renewals or holdovers, the Landlord shall name the Tenant as an additional insured on any policy of liability insurance the Landlord carries on the leased premises.

SECTION FOURTEEN: Default

If the Tenant does not pay the rent, or fails to perform any of the terms of this lease, and does not remedy the default within sixty (60) days after written notice from the Landlord, the Landlord may repossess the leased space, terminate the lease and recover from the Tenant all rent due. In case of any default by the Tenant and repossession by the Landlord, the Landlord must attempt to relet the premises for the remainder of the term for the highest rent

obtainable, and may recover from the Tenant the difference between the amount obtained and the rent amount under this lease.

SECTION FIFTEEN: Termination

Because the payment of rent by the Tenant is subject to appropriation by the legislature of the State of Alaska, the lease may be terminated upon 120 days' written notice to the Landlord if the legislature enacts an appropriations bill that reduces the operating budget of the Tenant below its adjusted base for the immediately preceding fiscal year. The supreme court must authorize lease termination and may do so only after declaring a budget emergency.

The Tenant will leave the premises at the end of this lease or any renewal or extension in as good a condition as received, excepting reasonable wear and tear, loss or damage caused by fire, explosion, earthquake, or act of God.

SECTION SIXTEEN: Assignment; Sale

Neither party will assign this lease, nor sublet all or part of the premises, without the written consent of the other party. Consent shall not be unreasonably withheld.

If the leased property is sold during the term or extension of the lease, the sale will be made subject to the lease. This also applies to any sale as a result of any encumbrance on the property that existed prior to the execution of this lease.

This lease is binding upon the successors and assigns of the parties.

SECTION SEVENTEEN: Eminent Domain

If the premises are taken for any public or quasi-public use under any statute, or by right of eminent domain, or private purchase by a public body vested with the power of eminent domain, this lease will terminate and the rent shall be adjusted as of the time of termination so that the Tenant will pay rent up to the time of taking only.

If the taking reduces the area of the premises by at least twenty percent (20%) or materially affects the uses being made by the Tenant of the premises, the Tenant may terminate the lease after written notice to the Landlord within ninety (90) days after the taking.

Landlord shall be entitled to any condemnation award for the value of the facility and Tenant shall be entitled to any condemnation award for the value of the leasehold.

Lease Location: Bethel
Lease Number: 1885

SECTION EIGHTEEN: Notices

All notices between the parties during the lease term shall be sent to the Landlord at P.O. Box 388, Bethel, Alaska 99559, and to the Tenant c/o the Facilities Manager for the Alaska Court System, 820 West Fourth Avenue, Anchorage, Alaska 99501, or their designees.

LANDLORD: City of Bethel

BY: Robert E Hamilton

Title: CITY MGR

Date: 9-22-98

TENANT: Alaska Court System

BY:

Title: FACILITIES MGR

Date: 9.24.98

In witness whereof, I hereunto set my hand and official seal.

Gaye J. Vaughan
Notary Public (signature)

GAYE J. VAUGHAN
(Notary's printed name)

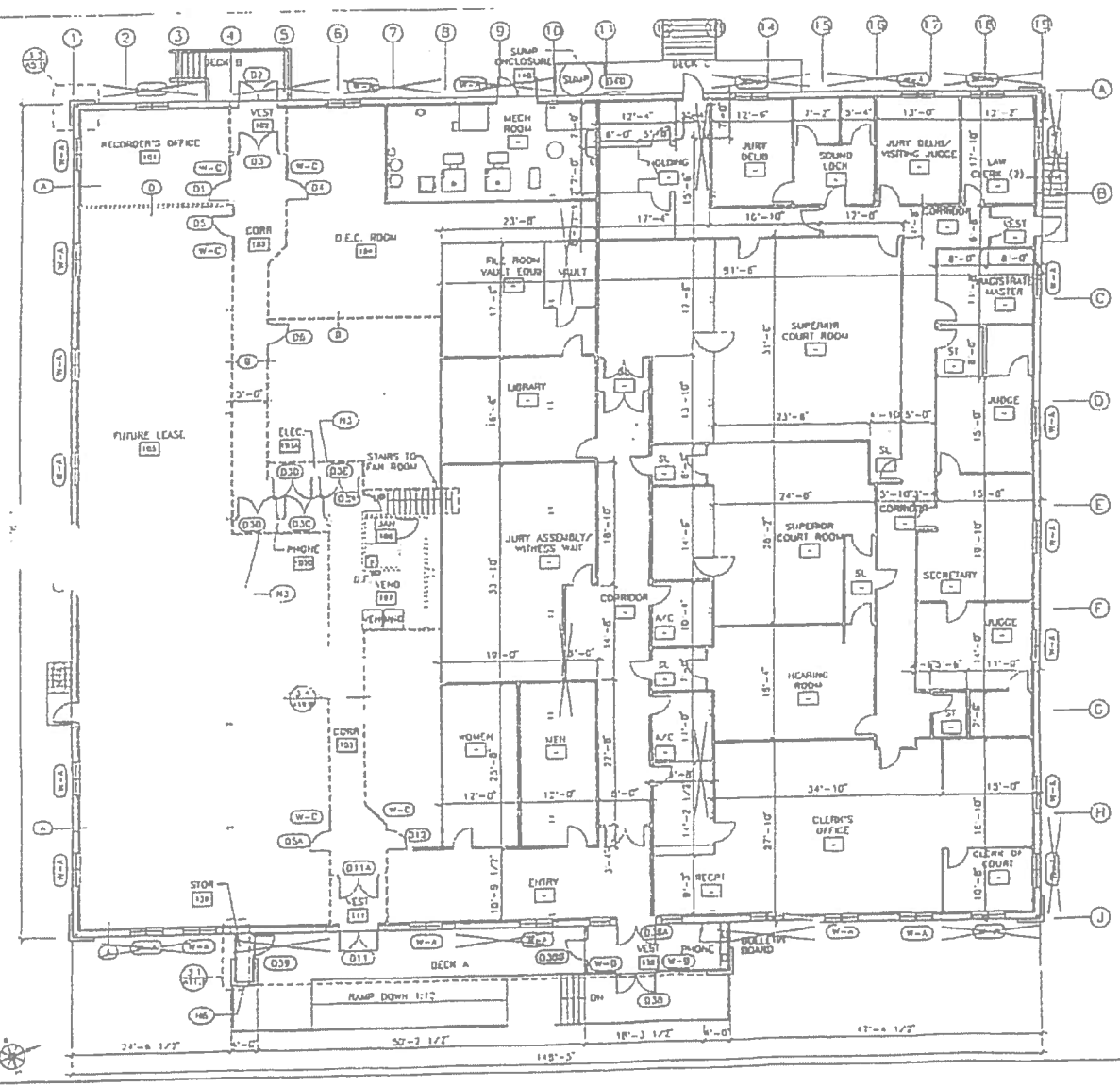
My commission expires 7.17.02

Lease Location: Bethel
Lease Number: 1885

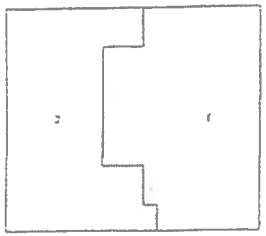
Appendix A: Floor Plans.

NOTES (for this PLAN)

- (N1) THIS WALL IS ONLY 5 FT HIGH SEE BUILDING SECTION 1.1/A3.0
- ---- ONE HOUR FIRE RESISTIVE WALLS
- (N2) 3'5"x8' HANDICAPPED ACCESS
- (N3) 3/4" PLYWOOD ON BACK WALL OF ELEC & PHONE CLOSETS
- (N4) ARCTIC DRAIN LINE - SEE MECH
- (N5) GRIDS ARE BASED ON PILE LOCATIONS - SEE S7.0 FOR DIMENSIONS
- (N6) FIRE HOSE CONNECTION
- (A)(B)(C)(D)(E) SEE A11.0 FOR WALL TYPES



BUILDING AREAS		
AREA	AREA DESCRIPTION:	SQ FT
1	COURT SYSTEM	10,155
2	ALL OTHER SPACE	8,842
	TOTAL BUILDING AREA	18,997



3.1 FLOOR PLAN

EEIS CONSULTING ENGINEERS, INC.

FLOOR PLAN

BETHEL BRAUND BUILDING
Bethel, Alaska

issued for: 1-31-97

A1.0

Lease Location: Bethel
Lease Number: 1885

ALASKA COURT SYSTEM
AMENDMENT TO LEASE

This indenture, to be know as Amendment Number One (1) to the existing lease entered into the 1st day of September, 1998, between

CITY OF BETHEL

hereinafter called the Landlord, and the

ALASKA COURT SYSTEM

hereinafter called the Tenant, covering:

Phase I

During Phase I of this lease, the Landlord leases to the Tenant approximately 5771 net usable square feet of court office space within the building commonly known as the Bethel Courthouse and located at 300 Chief Eddie Hoffman Highway, and an additional 365 net usable square feet of court office space with use of conference room (as scheduled with the Landlord) within the building commonly known as the Braund Building and located at 204 Chief Eddie Hoffman Highway.

Phase II

During Phase II of this lease, the Landlord leases to the Tenant approximately 8702 net usable square feet of court office space (substantially in conformance with the floor plan included as attachment A) within the building commonly known as the Braund Building and located at 204 Chief Eddie Hoffman Highway.

Both the Bethel Courthouse and the Braund Building are situated on a parcel of land situated 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. Add in SECTION THREE: Renewal ; Adjustments; First Right of Refusal, after the clause "The above calculation is included as an example."

   C. Right of Refusal. The Tenant has the right to consider for lease any additional contiguous space that may become available for rent/lease within the Braund Building during either term of this lease. The Landlord shall provide Tenant written notice within thirty (30) days of such availability. Such notice shall be accompanied by an offer to lease, including the rental rate for the additional space. The offer remains open for thirty (30) days. If no acceptance of offer or extension occurs, the Landlord is free to rent/lease the space to other tenants.

   The occupancy by other tenants is restricted to those functions that will not detract from the dignity and the functions of the Alaska Court System.

2. Add in SECTION THREE: Renewal; Adjustments; First Right of Refusal, Place the letter "D" followed by the header Renewal Provisions. in front of the following sentence:

   All other provisions of this lease will apply to any extensions of the lease term unless modified by mutual consent.

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

LANDLORD: CITY OF BETHEL

By: Robert E Hem

Title: CITY MANAGER

Date: 10-27-98

TENANT: ALASKA COURT SYSTEM

By:

Title: FAC MGR

Date: 11.3.98

ACKNOWLEDGEMENT OF LANDLORD

STATE OF ALASKA

CITY OF BETHEL

This is to certify that on this 27 day of October, 1998, before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared Bob Herron to me known and known by me to be the person(s) described in and who executed the instruments set forth above and (s)he severally stated to me under oath that (s)he is the City Manager of Bethel and that (s)he has been authorized by the City Council to execute the foregoing lease for and on behalf of the said company, corporation or individual and (s)he executed the same freely and voluntarily as a free act and deed of the City of Bethel

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

Elaine J. Tompkins
Notary Public for Alaska
Residing at Bethel, Alaska
My commission expires 2/6/2002

NOTARY PUBLIC
Elaine J. Tompkins
State of Alaska
My Commission Expires 2/6/2002

ACKNOWLEDGEMENT OF TENANT

STATE OF ALASKA

CITY OF ANCHORAGE

This is to certify that on this 3d day of Nov, 1998, before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared Kit Duke, to me known and known by me to be the Facilities Manager for the Alaska Court System and that she is authorized to execute the foregoing lease on behalf of said Alaska Court System and that she executed the same freely and voluntarily as the free act and deed of the Alaska Court System

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

Karla Oates
Notary Public for Alaska
Residing at Anchorage
My commission expires

Karla Oates, Notary Public
State of Alaska
My Commission Expires 4/18/2001

KARLA OATES
NOTARY
PUBLIC
STATE OF ALASKA

Lease Location: Bethel
Lease Number: 1885

ALASKA COURT SYSTEM
AMENDMENT TO LEASE

This indenture, to be known as Amendment Number Two (2) to the existing lease entered into the 1st day of September, 1998, between

CITY OF BETHEL

hereinafter called the Landlord, and the

ALASKA COURT SYSTEM

hereinafter called the Tenant, covering:

Phase I

During Phase I of this lease, the Landlord leases to the Tenant approximately 5771 net usable square feet of court office space within the building commonly known as the Bethel Courthouse and located at 300 Chief Eddie Hoffman Highway, and an additional 365 net usable square feet of court office space with use of conference room (as scheduled with the Landlord) within the building commonly known as the Braund Building and located at 204 Chief Eddie Hoffman Highway.

Phase II

During Phase II of this lease, the Landlord leases to the Tenant approximately 8702 net usable square feet of court office space (substantially in conformance with the floor plan included as attachment A) within the building commonly known as the Braund Building and located at 204 Chief Eddie Hoffman Highway.

THIS AMENDMENT SHALL:

1. Add to SECTION TWELVE the following:

   "The City agrees to procure, install at the new courthouse (204 Chief Eddie Hoffman Highway) and pay for phone system components to replace those currently owned by the court system which the City requests be left in the Courthouse space located at 300 Chief Eddie Hoffman Highway. The City further agrees to procure additional components necessary to permit other tenants to share the phone system. The court system will reimburse the City for these additional items. A listing (Attachment A to this Amendment) of those components required, and the allocation of costs (Attachment B to this

amendment), is attached to this amendment. Upon payment of those charges agreed, the court system will become the owner of the common equipment purchased."

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

LANDLORD: CITY OF BETHEL	TENANT: ALASKA COURT SYSTEM
By. Robert E. [illegible]	By. _____
Title: CITY MGR	Title: _____
Date. 2-25-00	Date: _____

ACKNOWLEDGEMENT OF LANDLORD

STATE OF ALASKA

CITY OF BETHEL

This is to certify that on this 25th day of February, 2000, before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared Robert E. Herron to me known and known by me to be the person(s) described in and who executed the instruments set forth above and (s)he severally stated to me under oath that (s)he is Robert E. Herron and that (s)he has been authorized by City of Bethel to execute the foregoing lease for and on behalf of the said company, corporation or individual and (s)he executed the same freely and voluntarily as a free act and deed of City of Bethel.

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

Elaine J. Tompkins
Notary Public for Alaska
Residing at Bethel, Alaska
My commission expires 2/6/2002

NOTARY PUBLIC
Elaine J Tompkins
State of Alaska
My Commission Expires 2/6/2002

ACKNOWLEDGEMENT OF TENANT

STATE OF ALASKA

CITY OF ANCHORAGE

This is to certify that on this _____ day of _____, 19___, 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 Facilities Manager for the Alaska Court System and that she is authorized to execute the foregoing lease on behalf of said Alaska Court System and that she executed the same freely and voluntarily as the free act and deed of the Alaska Court System.

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

_____
Notary Public for Alaska
Residing at _____
My commission expires _____

Lease Location: Bethel
Lease Number: 1885

ALASKA COURT SYSTEM
AMENDMENT TO LEASE

This indenture, to be known as **Amendment Number Three** (3) to the existing lease entered into the 1st day of September, 1998, between

CITY OF BETHEL

hereinafter called the Landlord, and the

ALASKA COURT SYSTEM

hereinafter called the Tenant, covering:

PHASE III
During phase III of this lease, the Landlord leases to the Tenant approximately 13,840 net useable square feet (NSF) of court and office space (substantially in conformance with the floor plan included as Attachment B). This will be accomplished by completing construction on a two-story addition to the existing Bethel Court and Office Building located on Chief Eddie Hoffman Highway.

THIS AMENDMENT SHALL:

1. Add to SECTION ONE the following as the final paragraph:

"Phase III of this lease is for ten years, commencing upon the last of the following events: (a) substantial completion of the two-story addition, (b) notice by Landlord to Tenant that the two-story addition is ready for occupancy, and (c) acknowledgement by Tenant that the two-story addition is ready for occupancy. The parties anticipate that these events will occur on or about January 1, 2007. At that time, Phase II of this lease will end. The Tenant will pay the Landlord rent in the amount of $29,705.00 per month on or before the first day of every month. This is the Base Monthly Rate.

2. Add to SECTION TWO the following as the second paragraph:

Tenant will make a separate payment of $915,000 covering the cost of design fees and remodel of existing lease space, in the amount of $221,823 for design fees and $693,177 for the remodel. This payment may billed on an interim basis during construction, but in any event will be paid in full by date of occupancy of the new space. As support for billing of these amounts, the Landlord will provide

the Tenant with copies of invoices for design and/or construction services, at least equal to the amount billed, and marked "paid."

3. Modify SECTION THREE, section B, first paragraph as follows:

Change the first sentence to read, "The monthly rental rate shall remain firm through the first two years of the initial term of the lease (ten years) from the date of commencement of Phase III, after which time the monthly lease rate may be adjusted annually as provided in the process below." The base year for the adjustment shall be 2007.

4. Modify SECTION FOUR, first sentence as follows:

Change, "...twenty (20) spaces..." to "...twenty-five (25) spaces..."

5. Modify SECTION FIVE, item B as follows:

   B. Eliminate "electricity" as a landlord furnished item (see item 6 below).

6. Modify SECTION FIVE to add item C as follows:

   C. The landlord shall furnish electricity and tenant shall reimburse a prorata share of the building consumption based on mutual written agreement of square feet occupied by the court system as compared to square feet occupied by other tenants. Prior to commencing the reimbursement for electrical cost, the landlord will install motion-sensing lighting control switches in all offices, jury rooms and other appropriate areas to ensure ability of tenant to control electrical consumption.

All other terms and conditions of the lease, as previously amended in Amendment Number One and Amendment Number Two, shall remain the same.

LANDLORD: CITY OF BETHEL	TENANT: ALASKA COURT SYSTEM
By: Donald Baird	By:
Title: City Manager	Title: Facilities Manager
Date: December 15, 2006	Date: 1·16·07

Faulkner Walsh Contractors

Lease Agreement

For

"Old Asphalt Plant Site"

Located on Tower Road

Lease Term

July 1, 2012 through January 1, 2014

The City Clerk's Office was told, this Lease is now on a month to month

LEASE AGREEMENT

between

City of Bethel

and

Faulkner Walsh Contractors

Effective Date: _____

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "LEASE") is made by and between the City of Bethel (the "CITY"), a municipal corporation located in Bethel, Alaska, whose mailing address is Post Office Box 1388, Bethel, Alaska 99559 and Faulkner Walsh Constructors (the "LESSEE"), whose mailing address is Post Office Box 233929 Anchorage, Alaska 99523.

WHEREAS, LESSEE has indicated its desire to lease real property located on Tower Road commonly known as "the old asphalt plant site" in Bethel Alaska. (A formal legal description is not available as the property has not been surveyed.)

WHEREAS, the City has determined that the lease of the Leased Land (as defined below) to LESSEE for the purposes described in Article 3.

WHEREAS, it is the intent of this LEASE to transfer from CITY to LESSEE the entire burden of compliance with present or future environmental regulations or controls with respect to LESSEE's operations on the leased land and facilities during the lease term.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 – LEASED LAND

1.1 *Description of Leased Land.* The Leased Land commonly known as the "old asphalt plant site" is located on Tower Road in the City of Bethel, Alaska. Total land available = 294,030 square feet. An aerial photograph of the property is attached as Exhibit A. However, the LESSEE will lease only a portion of the land currently defined as Two-Hundred Fifty (250) feet by Two-Hundred Fifty (250) feet and properly indicated on the attached Exhibit A.

1.2 *Property Accepted "As-is."* LESSEE acknowledges that it has inspected the Leased Land and Facilities and accepts the same "as-is" and without reliance on any expressed or implied representations or warranties of CITY, or agents of CITY, as to the actual physical condition or characteristics thereof and the legal description or depiction of the Leased Land in Article 1.1 and the map attached hereto as Exhibit A.

1.3 *Permits.* LESSEE, at its sole cost, shall obtain all permits necessary for the construction and operation of its facilities on the Leased Land. CITY may from time to time, upon request of LESSEE, execute such documents, petitions, applications and authorizations as may be necessary, to file with an agency or public body responsible for an application for conditional use permits, zoning and re-zoning, preliminary and final plat approval, or plan approval that may be required for the lawful construction and operation of the facilities of LESSEE permitted on the Leased Land by the terms of this LEASE. However, nothing in this Article shall be construed as requiring CITY to support or approve any such application or permit requests. If the agency or public body responsible to approve or grant such application or permit request is a City of Bethel agency, department, or board, LESSEE shall follow all City of Bethel procedures, the

same as any other applicant making similar requests of the City of Bethel, according to the ordinances, resolutions, or any regulation, rules or procedures of the City of Bethel. Nothing in this Article imposes any duty or responsibility on CITY to assist LESSEE in obtaining any other permits or approvals, including without limitation those required by the U.S. Army Corps of Engineers (e.g., wetland fill permits), the Environmental Protection Agency (e.g., Clean Air Act permits), the Alaska Department of Transportation and Public Facilities (e.g., right-of-way permits), the Alaska Department of Fish and Game, and the Alaska Department of Environmental Conservation.

1.4 *Rent.* LESSEE shall pay, from July 1, 2012 to JAN 1 2014, rent of $450.00 per month for 250 feet by 250 feet equal to 62,500 square feet of 294,030 available land. Rent shall be paid according to the following schedule: On or before the first day of each month, in advance for the ensuing month. Rent shall be paid to CITY, without notice or demand, at CITY's address set forth in Article 31.

ARTICLE 2 – LEASE TERM

2.1 *Lease Term.*

a) The Lease Term shall be from July 1, 2012 to JAN 1 2014. The Lease Term shall commence on the date this LEASE is signed by CITY and that date shall be the effective date of this LEASE (the "Effective Date").

b) Except for extensions as provided in Article 2.2 below, this LEASE is not subject to renewal.

2.2 *Options to Extend.* At the expiration of the initial term, at the sole discretion of CITY, the Lease Term may be extended to run from month-to-month, with rent payable as specified in Article 1.4, provided that:

a) LESSEE shall send written request for an extension to the address noted in Article 31 at least sixty days (60) days prior to the expiration of the then current lease term;

b) LESSEE is not in default under any term or provision of this LEASE.

ARTICLE 3 – USE OF LEASED LAND

3.1 *Use of Leased Land.* LESSEE shall used Leased Land as
BATCH PLANT & STORAGE OF EQUIPMENT

3.2 *Obligations of LESSEE.* LESSEE may use the Leased Land only in accordance with applicable CITY zoning code provisions and provided the following conditions are met:

a) The Leased Land is to be completely cleaned and restored to its original condition, that is, the condition existing prior to this LEASE or in better condition upon termination of this LEASE.

b) LESSEE agrees to prohibit the use, keeping, storage, or disposal of Hazardous Materials on the Leased Land except as permitted in Article 17 of this LEASE.

c) LESSEE shall not use the Leased Land in any manner or construct any facilities thereon which would inhibit the use of adjacent or other lands.

d) LESSEE shall continue to use the Leased Land for the specific purpose(s) described above. Any changes to this site require CITY approval, through the City Manager, prior to additional construction. LESSEE's failure to obtain CITY approval of any changes to the site development plan or LESSEE's failure to install the improvements according to the site development plan shall be a LESSEE Act of Default under this LEASE. LESSEE shall provide a site plan of leased land showing location of concrete batch plant and proposed storage of materials which shall be attached hereto.

3.3 *Adequacy of Leased Land and Public Facilities.* CITY makes no representations or warranties as to the fitness of any particular part or the whole of CITY'S leased land for the uses intended by LESSEE, and LESSEE has inspected those facilities, if any, and has satisfied itself that the leased land is sufficient for the intended uses by LESSEE. CITY makes no representations or warranties of any nature with respect to the commercial practicability or accuracy of any information provided by CITY.

3.4 *Tariffs and Other Service Fees.* CITY shall have the right to make amendments to its tariffs, regulations and scheduled fees; if any, from time to time even if those adjustments shall cost LESSEE more for its operations or use of public facilities, if any, and CITY is free to do so.

3.5 *Utilities and Taxes.* LESSEE will pay for utilities and taxes related to operations on the Leased Land and LESSEE's interest in this LEASE and any improvements thereon before such obligations become delinquent; provided that LESSEE may, in good faith and before such delinquency, contest any such charge or assessment.

3.6 *Other Uses.* This LEASE shall not preclude the CITY from actively seeking other and additional tenants for space including those who would be in competition with LESSEE or who might be interested in leasing the Leased Land should this LEASE be terminated for any reason.

ARTICLE 4 – UTILITIES AND RIGHTS OF ACCESS

4.1 *Utility Services.* Utility services are not included in LESSEE's rent. LESSEE shall arrange for their own utility services and bear all costs for utilities.

4.2 *Utilities.* LESSEE, at LESSEE's sole cost and expense, shall provide for the extension of public utilities to the Leased Land sufficient for LESSEE's intended operations. In so doing, LESSEE shall comply with all CITY regulations and requirements, and the tariffs of the affected utilities, with respect to the construction of those utilities. CITY agrees to cooperate and assist the LESSEE, through consultation and review, in LESSEE's planning and engineering of those improvements. All utilities will be located and sized in accordance with CITY's Master Plan for the area leased. All such construction shall be in compliance with all applicable building, mechanical and fire codes. Utilities constructed by the LESSEE within the public right-of-ways or within public utility easements will

normally be accepted and maintained by CITY or utility companies and may be used to serve other customers of LESSEE's without payment of fees or reimbursement of construction cost to the LESSEE. However, this does not preclude several lessees from agreeing to share the cost of constructing a utility to serve their facilities. CITY or other utility company may determine that it would be to their benefit to oversize the utility or install special fittings or equipment in order to serve other existing or future users. The additional direct costs of such over sizing shall be borne by CITY or other utility company. Such costs shall be limited to the supplier's cost of the additional fittings, equipment, direct labor, and equipment costs to complete the installation. The costs of over sizing pipe or electrical conduit shall be limited to the difference between the supplier's price to provide the size required to serve its facility and the price of the oversized material required by CITY or utility company.

LESSEE shall not be entitled to any refund, rebate, or payments from CITY for any rent, investment, or costs incurred by LESSEE with respect to any required permits for construction or operation of LESSEE's facilities on the Leased Land, it being the intent of the parties that the risk of obtaining required permits be solely a risk undertaken by LESSEE.

4.3 *Easements.* In order to provide for the orderly development of the Leased Land and adjacent lands, it may be necessary, desirable or required that street, railroad, water, sewer, drainage, gas, power line and other easements and dedications and similar rights be granted or dedicated over or within portions of the Leased Land.

As additional consideration for this LEASE, CITY and LESSEE each shall, at the request of the other, join with each other in executing and delivering such documents from time to time and throughout the Lease Term as may be appropriate, necessary, or required by the several governmental agencies (including the City of Bethel), public utilities and other users or tenants of CITY land for the purpose of granting such easements and dedications; provided, however, that such easements and dedications and similar rights do not unreasonably interfere with LESSEE's operations. The costs of locating or relocating any public easements or restrictions of record including any relocation of public road, railroad, utility, or other easements shall be at the sole cost and expense of the party requesting the relocation. CITY shall not refuse reasonable requests for such relocations provided those relocations do not interfere with or inhibit the overall development of CITY property or other public property. Any easements or rights of access granted to LESSEE by CITY need not be exclusive to LESSEE.

ARTICLE 5 – CONSTRUCTION BY LESSEE

5.1 *Improvements on Leased Land.* LESSEE shall have the right to erect, maintain, alter, remodel, reconstruct, rebuild, build and/or replace buildings and other improvements on the Leased Land as described in Article 1.1, subject to the following conditions:

a) The cost of any construction, reconstruction, demolition, or of any changes, alterations or improvements, shall be borne and paid for by LESSEE.

b) If applicable, LESSEE shall provide CITY with a copy of all building plans and specifications and a site development plan or plans (based on a recent survey) for the Leased Land prior to commencement of construction.

c) LESSEE is solely responsible for resurveying and locating improvements on the Leased Land in such manner not to violate building setback requirements or encroach into rights-of-ways or easements. On completion of any improvements, LESSEE shall provide CITY a copy of an as-built survey depicting the improvements as completed on the Leased Land.

d) Any general contractor employed by LESSEE shall be appropriately bonded by use of performance and labor and material payment bonds in the customary form when cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS ($50,000). Copies of all such bonds shall be furnished to CITY prior to commencement of construction. If the cost of the work is less than FIFTY THOUSAND DOLLARS ($50,000.00), LESSEE shall provide CITY, if no performance and labor and material bonds are provided by LESSEE, any necessary assurances or guarantees that the contemplated work will be performed by the general contractor or by LESSEE. In the event that LESSEE elects to construct the facility with its own personnel and equipment, or the personnel and equipment of any corporation or person that is an "affiliate" of LESSEE as such term is defined in AS 10.06.990(2) or Alaska limited liability company in which LESSEE maintains a substantial membership interest[1], a performance bond shall be required when the cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS ($50,000).

e) CITY may give notice of non-responsibility for any improvements constructed or effected by LESSEE on the Leased Land.

f) LESSEE shall comply with all federal, state and local statutes and regulations with respect to such construction, including but not limited to all applicable building, mechanical, and fire codes.

5.2 *City Review of Construction*. CITY shall have the right to review initial plans, including those supplied to CITY under Article 5.1 hereof, and any future changes or additions to LESSEE's facilities, if any, on the Leased Land, by reviewing the design thereof prior to the commencement of construction. CITY shall have the right to comment upon that design and to require LESSEE to make reasonable changes so as to avoid interference with public operations, but the exercise of these rights shall not imply any obligation to do so nor any obligation to do so in a particular way. LESSEE shall construct the facility in accordance with final design specifications approved by CITY. CITY's representatives may monitor the work and shall have access to the site at all reasonable times. LESSEE shall be solely responsible for completing all improvements according to LESSEE's plans and specifications and shall bear all risk, responsibility, and liability for properly surveying the Leased Land before construction and to place all improvements on the Leased Land without encroaching upon any land, easements, rights-of-way, or setback requirements. LESSEE shall obtain the usual and customary performance guarantees from its contractors, and CITY shall be named as an additional insured.

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[1] Affiliate means a person that directly or indirectly through one or more intermediary's controls, or is controlled by, or is under common control with, a corporation subject to the Alaska Corporation Code.

ARTICLE 6 – RETURN OF LEASED LAND/SITE CONDITIONS

6.1 *Return of Leased Land in Original Condition.* Subject to the provisions of Article 11.1 herein, upon termination of this LEASE for any reason, LESSEE shall return the Leased Land to CITY in the same condition as at the commencement this LEASE, subject to normal, non-abusive use. The Leased Land shall be free of all Hazardous Materials and contamination arising out of or resulting from or occurring during LESSEE's operations or use of the Leased Land during this LEASE.

6.2 *Return of Leased Land in Different Condition.* Notwithstanding the provisions of Article 6.1 above, upon termination of this LEASE for any reason LESSEE may return the Leased Land in a re-contoured or graded clean, safe, and stable condition different from its original condition provided CITY grants written approval of LESSEE'S plans for development of the Leased Land contours, including its plans for material extraction and final grade.

ARTICLE 7 – CAUSES BEYOND CONTROL

In the event the LESSEE is prevented by a cause or causes beyond control of the LESSEE from performing any obligation of this LEASE, non-performance resulting from such cause or causes shall not be deemed to be a breach of this LEASE which will render the LESSEE liable for damages or give rights to the cancellation of the LEASE for cause. However, if and when such cause or causes cease to prevent performance, the LESSEE shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this Article, means any one or more of the following causes which are not attributable to the fault or negligence of the LESSEE and which prevent the performance of the LEASE: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the LESSEE from performing the terms of the LESSEE as set forth herein. Events which are unique to the LESSEE and would not prevent another LESSEE from performing, including, but not limited to financial difficulties, are not causes beyond the control of the LESSEE. CITY will determine whether the event preventing the LESSEE from performing is a cause beyond the LESSEE'S control

ARTICLE 8 – TERMINATION FOR CONVENIENCE

CITY or LESSEE may terminate this LEASE at any time by giving thirty (30) days written notice to the other party of such termination and specifying the effective date of such termination. If this LEASE is terminated due to the fault of the LESSEE, Article 9 of this LEASE shall govern the rights and liabilities of the parties.

The rent payment for the month of termination shall be for the full month and shall not be prorated or refunded if effective date of termination is prior to the last day of the month.

ARTICLE 9 – LESSEE'S ACTS OF DEFAULT

Each of the following shall be a "LESSEE Act of Default" under this LEASE and the terms "acts of default" and "default" shall mean, whenever they are used in this LEASE, anyone or more of the following events:

9.1 Failure by LESSEE to pay promptly when due, and in no event later than ten (10) days from the due date thereof, the rent required to be paid under this LEASE.

9.2 Failure by LESSEE to observe, fulfill or perform any covenants, conditions or agreements on its part to be observed or performed under this LEASE for a period of thirty (30) days after written notice specifying such failure, requesting that it be remedied, and stating that it is a notice of default, has been given to LESSEE by CITY; provided, however, that if said default is such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the default is corrected.

9.3 The making by LESSEE of an assignment for the benefit of creditors, the filing of a petition in bankruptcy by LESSEE, the adjudication of LESSEE as insolvent or bankrupt, the petition or application by LESSEE to any tribunal for any receiver or any trustee for itself or for any substantial part of its property; or the commencement of any proceeding relating to LESSEE under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute or similar law or statute of any jurisdiction, whether now or hereafter in effect.

9.4 Violation by LESSEE of any laws or regulations of the United States, or of the State of Alaska, or any conditions of any permits issued by agencies of the City of Bethel, the State of Alaska or of the United States Government applicable to LESSEE's use of the Leased Land, pursuant to the regulations of such agencies, for a period of thirty (30) days after written notice specifying such violation has been given by the agency charged with the enforcement of such laws, regulations or permits to LESSEE; provided, however, if such violation be such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the violation is corrected. Furthermore, if LESSEE shall contest such alleged violation through appropriate judicial or administrative channels, the time period specified herein shall not commence until such proceedings are finally determined provided such proceedings are diligently pursued; provided, however, that any such extension of time shall not be effective if the effect of the interim administrative or judicial action is to cause a stoppage, interruption or threat to the activities of any person or entity other than those of LESSEE.

9.6 Failure of LESSEE to maintain its operations within the Leased Land or to keep the public rights of way clear.

9.7 At CITY'S discretion, pursuant to Article 8, Termination for Convenience.

ARTICLE 10 – REMEDIES·FOR DEFAULT BY LESSEE

Whenever an act of default by LESSEE shall have occurred, and any applicable period for giving notice and any opportunity to cure shall have expired, CITY shall have the following

rights and remedies all in addition to any rights and remedies that may be given to CITY by statute, common law or otherwise:

10.1 CITY may distain for rent due any of LESSEE's personal property which comes into CITY's possession. This remedy shall include the right of CITY to dispose of personal property distained in any commercially reasonable manner. It shall be conclusively presumed that compliance with the procedures set forth in the Alaska Uniform Commercial Code (AS 45.29.601-.628) with respect to sale of property shall be a commercially reasonable disposal.

10.2 CITY may re-enter the Leased Land and take possession thereof and, except for any personal property of LESSEE which CITY has waived its right to distain under Article 10.1 above, remove all personal property of LESSEE from the Leased Land. Such personal property may be stored in place or may be removed and stored in a public warehouse or elsewhere at the cost of LESSEE all without service of notice or resort to legal process, all of which LESSEE expressly waives.

10.3 In addition to the above, CITY may if applicable:

a) Declare this LEASE terminated;

b) Collect any and all rents due or to become due;

c) Recover from LESSEE, whether this LEASE be terminated or not, reasonable attorney's fees and all other expenses incurred by CITY by reason of the breach or default by LESSEE;

d) Recover an amount to be due immediately on breach equal to the unpaid rent for the entire remaining term of this LEASE;

e) Recover all damages incurred by CITY by reason of LESSEE's default or breach including, but not limited to, the cost of recovering possession of the Leased Land, expenses of re-letting including costs of necessary renovation and alteration of the premises, reasonable attorney's fees and any real estate commissions actually paid;

f) Remove or require the removal of any improvements constructed without CITY approval or constructed contrary to site development plans approved by CITY and recover all costs and expense incurred by CITY to remove violating improvements.

10.4 If LESSEE does not immediately surrender possession of the Leased Land after termination by CITY and upon demand by CITY, CITY may forthwith enter into and upon and repossess the Leased Land and expel LESSEE without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.

10.5 No expiration or termination of this LEASE shall expire or terminate any liability or obligation to perform of LESSEE's which arose prior to the termination or expiration except insofar as otherwise agreed to in this LEASE.

10.6 Each right and remedy of CITY provided for in this LEASE shall be cumulative and shall be in addition to every other right or remedy provided for in this LEASE or now, or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by CITY of any one or more of the rights and remedies provided for in this LEASE or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by CITY of any or all other rights or remedies provided for in this LEASE or now or thereafter existing at law, or in equity or by statute or otherwise.

10.7 No delay or omission to exercise any right or power accruing following an act of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 11 – TITLE TO IMPROVEMENTS INSTALLED BY LESSEE

11.1 *Real Property Improvements.* All improvements constructed by LESSEE on the Leased Land or on easements to or from the same, such as buildings, warehouses, conveyor systems, ditches, sewer lines, water lines, dikes or berms and similar improvements, shall become the property of CITY upon termination of this LEASE for any reason; provided, however, that CITY may require LESSEE to remove any improvements designated by CITY and without cost to CITY.

11.2 *Personal Property.* Any other provisions of this LEASE to the contrary notwithstanding, LESSEE, upon termination of this LEASE for any reason, may, but need not, promptly remove, in no event later than sixty (60) days from the termination of the LEASE, trade fixtures and equipment from the Leased Land provided that LESSEE shall repair any damages to the Leased Land caused by such removal.

ARTICLE 12 – ASSIGNMENT OR SUBLEASE

12.1 *Assignment of Lease or Subleasing.* The rights and duties created by the LEASE are personal to LESSEE and CITY has granted the LEASE in reliance upon the individual character and financial capability of LESSEE. Therefore, LESSEE shall not assign or sublease this LEASE without CITY's prior written consent, in CITY's sole discretion. LESSEE may sublease a portion of the Leased Land or buildings or improvements located thereon only with CITY's prior written consent, which consent shall be granted if:

a) The use of the Leased Land by the proposed sub-lessee is compatible with the use of adjacent lands;

b) The proposed use is a permitted use under the then existing zoning, regulations and comprehensive land use plan;

c) LESSEE has made a written request to sublease a portion of the Leased Land or buildings or improvements located thereon and provided CITY with a copy of the sublease agreement. The sublease agreement shall state that it is subject to and subordinate to this LEASE and any amendments thereto;

d) The sub-lessee shall agree to defend, indemnify and hold harmless the CITY, its officials, employees, and agents, from any and all liability or claims for damages, including personal injuries, death and property damage arising out of or resulting from sub-lessee's use of the Leased Land by themselves, their agents, contractors, guests or the public, except for damages arising from the sole negligence or willful acts or omissions of CITY, its officials, employees, agents, or contractors;

e) LESSEE's full faith and credit shall remain obligated under this LEASE as though the sublease had not taken place;

f) The sub-lessee assumes and agrees in writing to pay and perform all of the obligations of LESSEE hereunder including, without limitation, Article 17 Environmental Concerns; and

g) The sub-lessee has a credit-worthiness demonstrated to be equal to or better than LESSEE and has operating experience suitable to manage any facilities located on the Leased Land.

ARTICLE 13 – LESSEE'S DUTY TO DEFEND/INDEMNIFY

LESSEE shall defend, indemnify and hold harmless CITY, its officials, employees, agents, and contractors from any and all liability or claims for damages, including personal injuries, environmental damage, death and property damage arising out of or resulting from LESSEE's use of the Leased Land or the use of the Leased Land by LESSEE's sub-lessees, assignees, agents, contractors or the public, except for damages arising from the sole negligence or willful acts or omissions of CITY, its officials, employees, agents, or contractors. If any action or proceeding is brought against LESSEE by reason of any such occurrence, LESSEE shall notify CITY promptly in writing of such action or proceeding.

ARTICLE 14 – INSURANCE

14.1 *Minimum Insurance Requirements.* Prior to commencement of the Lease Term or LESSEE'S occupancy of the Leased Land, LESSEE shall procure and maintain, at LESSEE's sole cost and expense, comprehensive commercial general liability insurance with limits of liability of not less than ONE MILLION DOLLARS ($1,000,000) for all injuries and/or deaths resulting to any one person and ONE MILLION DOLLARS ($1,000,000) limit from any one occurrence. The comprehensive commercial general liability insurance shall include coverage for personal injury, bodily injury, and property damage or destruction. Contractual liability insurance coverage in the amount of not less than ONE MILLION DOLLARS ($1,000,000) is also required.

LESSEE shall obtain owned and non-owned automobile liability insurance with limits of liability of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence combined single limit for bodily injury and property damage.

LESSEE shall also maintain workers' compensation insurance as required under Alaska law.

The minimum amounts and types of insurance provided by LESSEE shall be subject to revision at the sole discretion of CITY in accordance with standard insurance practices, in order to provide continuously throughout the term of this LEASE and any extensions hereof, a level of protection consonant with good business practice and accepted standards in the industry. Such factors as changes in the type of or extent of use of the Lease Land, increases in the cost of living, inflationary pressures, and other considerations, shall be utilized in assessing whether the minimum insurance requirements should be increased. CITY shall notify LESSEE of any required increase in insurance coverage.

All insurance policies shall provide for thirty (30) days' notice of cancellation and/or material change to be sent to CITY at the address designated in Article 31 of this LEASE. All such policies shall be written by insurance companies legally authorized or licensed to do business in the State of Alaska and acceptable to CITY (Best's Rating B+ or better). CITY shall be listed as an additional insured under all insurance policies. LESSEE shall furnish CITY, on forms approved by CITY, certificates evidencing that it has procured the insurance required herein prior to the occupancy of the Leased Land or operation by LESSEE.

Insurance policy deductibles are subject to approval by CITY. Nothing herein contained shall prevent LESSEE or CITY from placing and maintaining at CITY's or LESSEE's own individual cost and expense, additional or other insurance as may be desired. The minimum insurance requirements under this LEASE shall not act to limit LESSEE's liability for any occurrence and shall not limit LESSEE's duty to defend and indemnify CITY for claims related to this LEASE or the Leased Land.

14.2 *Subrogation Rights Waived.* To the extent permitted by law, LESSEE hereby releases CITY, its elected and appointed officials, employees and volunteers and others working on behalf of CITY from any and all liability or responsibility to LESSEE or anyone claiming through or under LESSEE by way of subrogation or otherwise, for any loss of any kind (including damage to property caused by fire or any other casualty), even if such loss shall have been caused by the fault or negligence of the CITY, its elected or appointed officials, employees or volunteers or others working on behalf of the CITY. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of LESSEE's occupancy or use (including LESSEE's occupancy or use prior to the Effective Date of this LEASE), and LESSEE's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of LESSEE to recover thereunder except as against CITY (including its elected and appointed officials, employees and volunteers and others working on behalf of CITY) during the time of LESSEE's occupancy or use. LESSEE agrees that its policies of insurance will include such a clause or endorsement.

ARTICLE 15 – CONDEMNATION

If all or any part of the Leased Land is condemned for a public use by any government agency or other duly authorized entity, CITY and LESSEE shall each make a claim against the condemning or taking authority for the amount of any damage incurred by or done to them respectively as a result of the taking. Neither LESSEE nor CITY shall have any rights in or to any award made to the other by the condemning authority; provided, that in the event of a single

award to CITY which includes specific damages for loss of LESSEE's leasehold interest, CITY shall transmit to LESSEE the amount of such specific damages so found, if any.

If part but not all of the Leased Land is condemned for public use, LESSEE shall make a good faith determination as to whether or not the taking of the part of the Leased Land designated for condemnation will prevent it from continuing to operate on the Leased Land. If LESSEE determines in good faith that the condemning of such part of the Leased Land will prevent it from continuing to operate on the Leased Land, LESSEE may notify CITY in writing to this effect, and this LEASE shall then be terminated for all purposes effective fifteen (15) days from the date LESSEE sends such notice to CITY, or at such other later date as LESSEE shall specify in its notice, and such termination shall be treated in the same manner as a termination at the expiration of the term of this LEASE. LESSEE shall, as a condition precedent to such termination, remove all encumbrances, debts and liens to which the Leased Land is subject. If at the time of such partial taking for public use, LESSEE determines that such partial taking will not prevent it from continuing to operate, and then LESSEE and CITY shall negotiate an equitable and partial abatement of the rent beginning to be effective on the actual date when LESSEE is effectively prevented from utilizing the condemned land.

ARTICLE 16 – MAINTENANCE AND REPAIRS

16.1 *Normal Maintenance.* During the entire term of this LEASE and every extension hereof, if any, LESSEE shall, at LESSEE's sole cost, risk and expense, maintain the Leased Land, including any improvements existing or placed thereon by LESSEE, in as good condition as received or constructed by LESSEE, subject to normal, non-abusive use. CITY, at CITY's sole option and expense, may, prior to the commencement of construction by LESSEE, perform maintenance and preventative work on the Leased Land, exclusive of improvements placed thereon by LESSEE, in order to prevent erosion, mitigate damage to plants and animals, or prepare the Leased Land for eventual development by LESSEE or others by grading, filling or contouring the Leased Land. Any such work performed by CITY shall be at CITY's sole expense and risk unless LESSEE agrees, in advance and in writing, to share such expense and risk. LESSEE shall maintain in first class condition at all times all fire, pollution and other protective equipment, if any are placed on Leased Land.

16.2 *Safety Issues.* CITY may notify LESSEE in writing of any deficiencies in the performance of LESSEE's maintenance responsibilities as they relate to public health or safety and LESSEE shall promptly within ten (10) days of receipt of such notice advise CITY in writing of its proposed schedule for performance of any work necessary to cure such deficiencies.

If such deficiencies relate to the safety of LESSEE's operation such that the surrounding land and facilities are exposed to risk, unnecessary potential hazards, or a risk to the public interest (as distinguished from a business risk), or if CITY is not satisfied with the proposed schedule of repairs either because of the delays therein or the scope of the repairs, then CITY may engage an independent engineering consultant who shall furnish to CITY a comprehensive survey and report for the purpose of establishing both the need and urgency to perform such maintenance work. As soon as' practicable following' receipt of said engineer's determinations and recommendations, if the report requires repair then LESSEE shall pay the cost of the report and perform such work in accordance therewith at LESSEE's cost, risk and expense.

16.3 *Updating or Improvements.* If any facility or service provided by CITY to the Leased Land shall become inadequate due to changes in environmental control standards or should any facility require updating or improvement by reason of a change in LESSEE's use of the Leased Land or operations there from, LESSEE shall either construct such improvements at LESSEE's own cost or reimburse CITY for such work at the option of CITY.

ARTICLE 17 – ENVIRONMENTAL CONCERNS

17.1 *Hazardous Materials.*

a) *Condition of Site.* LESSEE has had full opportunity to examine the site for the presence of any Hazardous Material and accepts the site in "as is" condition. LESSEE may elect, at LESSEE's sole cost, to conduct a baseline soils test prior to execution of this LEASE.

b) *Release of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE releases CITY from any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising prior to, during, and after the term of this LEASE, and resulting from the use, keeping, storage or disposal of Hazardous Material on the Leased Land by LESSEE or its predecessors in interest, or arising out of or resulting from LESSEE's operations at the Leased Land or the operations of its predecessors in interest at the Leased Land except for those claims arising out of CITY's sole negligence or intentional misconduct. This release includes, without limitation, any and all costs incurred due to any investigation of the Leased Land or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision or by law or regulation.

c) *Use of Hazardous Materials on the Site.*

i) LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Land except for such Hazardous Material as is necessary to conduct LESSEE's authorized use of the Leased Land.

ii) Any Hazardous Material permitted on the Leased Land as provided in this paragraph, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all Environmental Laws or other laws or regulations applicable to such Hazardous Material.

iii) LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, ground water, sewer system or any body of water, if such material (as reasonably determined by the City, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the (a) health, welfare or safety of persons, whether located on the Leased Land or elsewhere; or (b) condition, use or enjoyment of the Leased Land or any other area or personal property.

iv) LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept or brought on the Leased Land by LESSEE, its authorized representatives and invitees, and LESSEE shall give immediate notice to CITY of any violation or potential violation of the provisions of this subparagraph.

d) *Indemnification of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE shall defend, indemnify and hold CITY harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

i) The presence, disposal, release or threatened release of any such Hazardous Material which is on or from the Leased Land, soil, water, ground water, vegetation, buildings, personal property, persons, animals or otherwise;

ii) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material or any use of the Leased Land;

iii) Any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material or any use of the Leased Land; and/or

iv) Any violation of any laws applicable thereto; provided, however, that this Article 17.1(d) shall apply only if the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (1) occur prior to or during the term of this LEASE; and (2) arise in whole or in part from the use of, operations on, or activities on the Leased Land by LESSEE or LESSEE's predecessors in interest, employees, agents, invitees, contractors, subcontractors, authorized representatives, subtenants or any other persons. The provisions of this subparagraph shall be in addition to any other obligations and liabilities LESSEE may have to CITY at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this LEASE.

e) *Operator.* For all purposes, LESSEE shall be deemed the operator of any facility on the Leased Land.

f) *Hazardous Material Defined.* As used in this LEASE, Hazardous Material is any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any Environmental Law. Hazardous Material includes any and all material or substances which are defined as industrial waste hazardous waste, extremely hazardous waste or a hazardous substance under any Environmental Law. Notwithstanding any statutory petroleum exclusion, for the purposes of this LEASE, the term Hazardous Material includes, without limitation, petroleum, including crude oil or any fraction thereof, petroleum soaked absorbent material and other petroleum wastes.

g) *Environmental Law Defined.* As used in this LEASE, Environmental Laws include any and all local, state and federal ordinances, statutes, and regulations, as now in force or as may be amended from time to time, relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same. Environmental Laws include, by way of example and not as a limitation of the generality of the foregoing, Alaska Statutes Title 46, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Water Act, and the Superfund Amendments and Reauthorization Act of 1986.

17.2 Permits and Reporting.

a) *Permits Required by Other Governmental Agencies.* LESSEE shall obtain all permits or approvals required by any applicable law or regulation. Copies of all such permits shall be provided to CITY prior to LESSEE commencing work under this LEASE. LESSEE shall promptly make all reports to any federal, state or local government or agency required by any permit or Environmental Law, including reports of any spill or discharge of Hazardous Material. The CITY, through the City Manager, may order LESSEE to immediately cease any operations or activities on the Leased Land if the same is being carried out without necessary permits, in violation of the terms of any permit or Environmental Law, or contrary to this LEASE.

b) Correspondence With and Reports to Environmental Agencies. LESSEE shall immediately provide CITY with copies of all correspondence and notice, including copies, of all reports between LESSEE and any state, federal or local government or agency regulating Hazardous Material which relates to LESSEE's operations on or use of the Leased Land.

ARTICLE 18 – ESTOPPEL CERTIFICATES

Either party shall at any time and from time to time upon not less than ten (10) days prior written request by the other party, execute, acknowledge, and deliver to such party, or to its designee, a statement in writing certifying that this LEASE is un-amended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

ARTICLE 19 – CONDITIONS AND COVENANTS

All the provisions of this LEASE shall be construed to be "conditions" as well as "covenants," as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

ARTICLE 20 – NO WAIVER OF BREACH

No failure by CITY to insist upon the strict performance by the other of any term, covenant or condition of this LEASE or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this LEASE, but each and every term, covenant and condition of this LEASE shall continue in full force and effect with respect to any other then existing or subsequent breach.

ARTICLE 21 – TIME OF THE ESSENCE

Time is of the essence of this LEASE and of each provision.

ARTICLE 22 – COMPUTATION OF TIME

The time in which any act provided by this LEASE is to be done by shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded.

ARTICLE 23 – SUCCESSORS IN INTEREST

Each and all of the terms, covenants and conditions in this LEASE shall inure to the benefit of and shall be binding upon the successors in interest of CITY and LESSEE.

ARTICLE 24 – ENTIRE AGREEMENT

This LEASE contains the entire agreement of the parties with respect to the matters covered by this LEASE, and no other agreement, statement or promise made by any party which is not contained in this LEASE shall be binding or valid.

ARTICLE 25 – GOVERNING LAW

This LEASE shall be governed by, construed and enforced in accordance with the laws of the State of Alaska and the City of Bethel. The terms of this LEASE are subject in all respects to the Code of Ordinances of CITY in effect on the date of this LEASE, and as they may be hereafter amended. Venue for any dispute related to this Lease shall lie exclusively with the courts for the Fourth Judicial District for the State of Alaska, at Bethel, Alaska.

ARTICLE 26 – PARTIAL INVALIDITY

If any provision of this LEASE is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE 27 – RELATIONSHIP OF PARTIES

Nothing contained in this LEASE shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between CITY and LESSEE; and neither the method of computation of rent, nor any other provisions contained in this LEASE nor any acts of the parties, shall be deemed to create any relationship between CITY and LESSEE other than the relationship of lessee and lessor.

ARTICLE 28 – INTERPRETATION

The language in all parts of this LEASE shall in all cases be simply construed according to its fair meaning and not for or against CITY or LESSEE as both CITY and LESSEE have had the opportunity to seek assistance of counsel in drafting and reviewing this LEASE.

ARTICLE 29 – CAPTIONS

Captions of the articles, paragraphs and subparagraphs of this LEASE are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this LEASE.

ARTICLE 30 – AMENDMENT

This LEASE is not subject to amendment except in writing executed by both parties hereto.

ARTICLE 31 – NOTICES

All notices, demands or requests from one party to another shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the addresses stated in this Article and to such other persons and addresses as either party may designate.

Notice by mail shall be deemed to have been given at the time of mailing.

All notices, demands and requests from LESSEE to CITY shall be given to CITY at the following address:

City Manager
CITY OF BETHEL
Post Office Box 1388
Bethel, Alaska 99559

All notices, demands or requests from CITY to LESSEE shall be given to LESSEE at the following address:

[INSERT NAME]
FAULKNER WALSH CONSTRUCTORS
620 E Whitney Road
Anchorage, AK 99501

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this Article.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates herein set forth.

CITY:

CITY OF BETHEL

By: _____

Its: CITY MANAGER

Date: 04/02/13

LESSEE:

FAULKNER WALSH CONSTRUCTORS

By: _____

Its: CFO

Date: 1-16-13

CITY OF BETHEL

P.O. Box 1388 Bethel, Alaska 99559
907-543-2047
FAX # 543-3817

COPY

April 25th, 2012

To: Faulkner Walsh Constructors
Attn: Harry Faulkner, Jr.
P.O. Box 233929
Anchorage, AK 99523

From: City of Bethel
300 Chief Eddie Hoffman
P.O. Box 1388
Bethel, Alaska 99559

Subject: Equipment on property which is part of track 42A on Tower Road

Dear Harry:

The City of Bethel has learned that Faulkner Walsh Constructors has been occupying, but not paying rent or leasing the property which is part of track 42A on Tower Road, in Bethel, Alaska. This occupation is not in accordance with the Bethel Municipal Code, and needs to be remedied as soon as possible. The City hereby notifies, that within 30 days, Faulkner Walsh Constructors needs to vacate the property, leaving it in the same condition when Faulkner Walsh Constructors first began occupying, or contact the City to begin land lease negotiations.

The City of Bethel is here to work with you on this issue. Should you have any questions or concerns, please do not hesitate to contact me at 907 543-2297.

Sincerely,

Lee

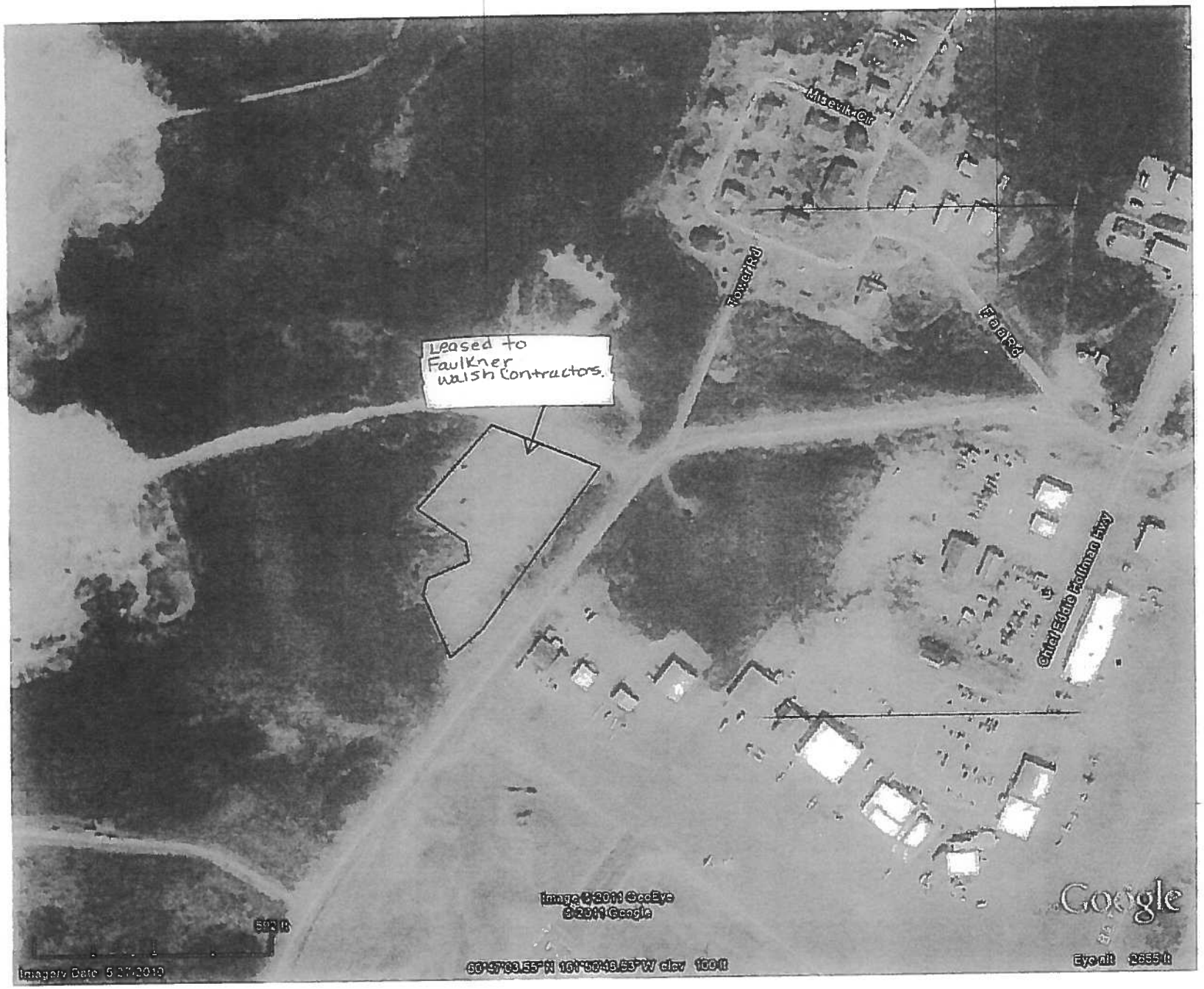
Lee Foley
City Manager

Cc: City Attorney
Finance Director

"Deep Sea and Transportation Center of the Kuskokwim"

Exhibit A

Leased Area City of Bethel Property



Omni Enterprises, Inc.

Lease Agreement

For

"QFC 1"

Located on the corner of

Ridgecrest and Akakeek

Lease Term (second lease)

October 1, 1995 through September 30, 2005

The City Clerk's Office was not provided any information related to the extension of the lease passed 2005 or any notice of Lease termination considering they no longer occupy the space.

LEASE AGREEMENT

This Lease Agreement ("Lease") is made by and between the City of Bethel, a Municipal Corporation ("the City"), and Omni Enterprises, Inc. ("Tenant").

The parties agree as follows:

1 . Leased Premises. The City leases to Tenant the following property ("leased Premises"): Tracts A-1 and A-2, Block 2, Turnkey III Subdivision, located in the City of Bethel, Bethel Recording District, Fourth Judicial District, State of Alaska. The Leased Premises are taken by Tenant "as is, where is", subject to the terms of this Lease.

2. Access. The City leases to Tenant those rights of ingress and egress to the Leased Premises as are reasonably necessary to the permitted uses of the Leased Premises

3. Encumbrances. The Leased Premises are let subject to deed restrictions, easements, rights-of-way, if any, zoning and building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority. Tenant shall not allow or cause any encumbrances to lie against the Leased Premises. The City makes no representation that any present uses of the Leased Premises comply with existing zoning ordinances, and this Lease shall not be construed as a waiver of applicable City zoning ordinances.

4. Term. The term of this Lease shall be October 1, 1995 through and including September 30, 2005, unless terminated earlier in accordance with this Lease.

5. Rent. Tenant shall pay during the entire term of this Lease rent of $158.33 per month for the Leased Premises. Rent shall be paid according to the following schedule: On or before the first of each month, in advance for the ensuing month. Rent shall be paid to the City, without notice or demand, at the City's address. Rent for any extended term shall be determined pursuant to Paragraph 24.

6. Taxes and Charges Treated as Additional Rent. Tenant agrees to pay to the public authorities charged with collection thereof, promptly as the same become due and payable, all taxes, assessments, permit, inspection and license fees and other public charges, including utility charges, arising out of Tenant's occupancy, use or possession of the Leased Premises, including but not limited to municipal sales and property taxes, which are or become payable by Tenant during the term of this Lease or any extension or holdover period. Tenant agrees to exhibit to the City, on demand, receipts evidencing payment of all taxes, assessments and public charges so payable by Tenant. These payments constitute part of Tenant's rent and failure to pay these taxes in a timely fashion to the appropriate authority is equivalent to the non-payment of rent. This paragraph shall not be construed to require double payment of said taxes (once as taxes and once as rent), but only once as taxes.

RETURN TO: City of Bethel
PO Box 388
Bethel, AK 99559

7. Utility Service. Utility services are not included in Tenant's rent. Tenant shall arrange for its own utility services and bear all costs for utilities.

8. Compliance with Laws and Care of Premises/Indemnity. Tenant shall comply with all applicable laws, ordinances and regulations now or hereafter enacted in any manner affecting the Leased Premises, or the use thereof. Tenant agrees to defend, indemnity, and hold the City, its agents or employees financially harmless (a) from all consequences of any violation of such laws, ordinances and/or regulations, and (b) from all claims for damages on account of injuries, death or property damage resulting from such violation.

9. Maintenance Obligations.

(a) Tenant, at its own cost and expense, shall keep the Leased Premises and all Tenant's property which at any **time** may be situated thereon, clean and in good condition and repair free of hazard or nuisance during the entire term of this Lease, plus extension or any holdover periods.

(b) Tenant shall, upon expiration or termination of this Lease, surrender and deliver the Leased Premises to the City in as good condition as when received by Tenant, or as thereafter improved, ordinary wear and tear excepted.

10. Improvements.

(a) Tenant may make improvements to the Leased Premises with the advance written permission of the City. Prior to commencement of any work on any improvement on the Leased Premises, Tenant shall submit to the City for its approval two (2) complete sets of construction plans and specifications for said improvements, prepared by a licensed architect or licensed engineer, a plot plan showing the proposed location of said improvements, all utilities and service connections and all places of ingress and egress to public streets and roads, together with plans for outdoor signs, lighting and landscaping. If approved, such approval shall be endorsed by the city upon said plans, specifications and plot plan within thirty (30) days following receipt thereof, and one (1) set shall be retained by the City. If the City does not approve of the plans and specifications, the city shall, within thirty (30) days from the receipt thereof, notify Tenant in writing of its reasons for not approving said plans and specifications. No improvements, the plans, specifications and proposed location of which have not first received the written approval of Landlord, or which do not comply with approved plans, specifications and locations, shall be constructed on the Leased Premises. All improvements constructed shall comply with all applicable laws, ordinances, and regulations and shall be completed at the sole cost and expense of Tenant and without any cost, expense, or liability of the City whatsoever. The approval by the City of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural plan for the Leased Premises and neighboring land of the City. Such plans and specifications are not approved for architectural or engineering design and by approving such plans and specifications, the City assumes no liability or responsibility therefor, or for any defect in any structure constructed from such plans or specifications. Upon expiration or termination of this Lease or any extended term, all fixtures installed or improvements made by Tenant

in, on or about the Leased Premises shall become the property of the City at its option unless first removed by Tenant.

(b) Not later than the expiration or termination date of this Lease or any extended term, Tenant shall remove all of its movable personal property from the Leased Premises. Any property not so removed by Tenant shall become the property of the City at the City's option.

11. Discrimination Prohibited. Tenant will not discriminate in the operation of its business on the Leased Premises on the grounds of race, color, religion, national origin, ancestry, marital status, age, or gender.

12. Indemnification/Insurance.

(a) Tenant shall defend, indemnity and save harmless the City, its agents or employees from and against any and all claims, demands and causes of action of any nature whatsoever, and any expenses incident to defense of and by the City therefrom, for any injury to or death of persons or loss of or damage to property occurring on the Leased Premises, or in any manner arising out of Tenant's use or occupation of the Leased Premises or the condition thereof, during the term of this Lease or any extension or holdover period.

(b) In addition, Tenant shall procure and maintain broad form commercial general liability insurance coverage, written by responsible insurer(s) licensed to do business in the State of Alaska, naming the City, its agents and employees as additional named insureds, which coverage, pertaining to the Leased Premises or Tenant's activities thereon shall not be less than One Million Dollars ($1,000,000.00) per occurrence, One Million Dollars ($1,000,000.00) in the aggregate, including coverage for death, property damage and personal injury liability. Tenant agrees to furnish certificates of insurance evidencing such insurance coverage to the City at or before the time this Lease is signed. Tenant further agrees to immediately notify the City of any cancellation, termination or decrease in its insurance pertaining to the Leased Premises. The certificates of insurance shall contain an endorsement providing for not less than thirty (30) days notice to the City of intent to cancel or decrease the insurance. Tenant shall also maintain required Workers' Compensation insurance.

(c) All insurance provided by Tenant under this Lease shall (1) contain a waiver of subrogation by the insurer in favor of the City, its agents or employees; (2) provide that an act or omission of the City, its agents or employees will not void the policy or be a condition to recovery; and (3) provide primary insurance coverage regardless of the availability of other insurance.

13. Quiet Enjoyment. Provided Tenant is in compliance with the terms of this Lease, the City covenants that Tenant shall have peaceful and quiet enjoyment of the Leased Premises and that the City will warrant and defend Tenant in the peaceful and quiet enjoyment of the Leased Premises.

14. Notices. Any and all notices required or permitted under this Lease, unless otherwise specified in writing by the party whose address is changed, shall be addressed as follows:

The City:	City of Bethel P.O. Box 388 Bethel, AK 99559 Attn.: City Manager
Tenant:	Omni Enterprises, Inc. 2825 Rose Street, Suite 202 Anchorage, AK 99508

15. Default.

(a) If Tenant at any time during the term of this Lease or any extension hereof shall (a) fail to make payment of any installment of rent or other sums, or (b) fail to observe or perform any of Tenant's other obligations hereunder, and if any such default shall not be cured as to (a) within ten (10) days after mailing of written notice of such failure to make payments, or as to (b) within thirty (30) days after the City shall have mailed to Tenant written notice specifying such default or defaults, Tenant shall not have commenced to cure such default and proceed diligently to cure the same, then the City may give Tenant notice of termination of this Lease. In such a case, on a date specified in such notice, which date shall not be less than ten (10) days after the date of mailing of such notice ("termination date"), the term of this Lease shall come to an end. Tenant hereby covenants to peaceably and quietly yield up and surrender to the City, not later than the termination date, the Leased Premises and to execute and deliver to the City such instrument or instruments as shall be required by the City to properly evidence termination of Tenant's rights hereunder or its interest therein.

(b) In the event of termination of this Lease, the City shall have the right to repossess the Leased Premises without process of law or any form of suit or proceedings, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, plus damages arising out of any breach on the part of Tenant, including damages for rent and other sums not then accrued. The City shall also have the right, without resuming possession of the Leased Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder.

(c) The City shall not be in default of any of its obligations hereunder unless and until it shall have unreasonably failed to perform said obligation within thirty (30) days, or such additional time as may be reasonably required, after receipt of written notice by the City specifying the default.

16. Costs Upon Default/Interest. In the event either party shall be in default in the performance of any of its obligations under this Lease, and an action is brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred in prosecuting the action, including full, actual, reasonable attorney's fees. Any sums due from the

Tenant under this Lease shall accrue interest at 10.5 % per annum from the date they are due until paid in full.

17. Rights or Remedies. No right or remedy herein conferred upon or reserved to the City is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

18. Waiver and Forbearance. Except to the extent that such party may have otherwise agreed in writing, no waiver by a party of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach.

19. Inspection. The City may inspect the Leased Premises without notice to Tenant. Tenant shall also provide the City with the name and home phone number of its manager.

20. Successors in Interest. This Lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

21. Destruction of Improvements on Leased Premises. If all or part of the Leased Premises are destroyed or rendered untenantable by fire, earthquake or other cause, Tenant shall remove the debris from the Leased Premises and clean up the Leased Premises within 270 days of the occurrence of such destruction. Rent shall be abated in the same proportion as the destroyed portion of the Leased Premises bears to the whole in such event. The City may in such event and at its sole discretion terminate the Lease on ten (10) days' written notice to Tenant.

22. Assignment or Subletting..

(a) Tenant shall not assign or sublet or grant a security interest in this Lease without the prior written consent of the City. An assignment of this Lease for loan security purposes shall not be construed as a subordination of the City's rights hereunder, nor a subordination of its fee. The City's permission to sublet or assign will not be unreasonably withheld. Tenant's request to assign, sublease or grant a security interest must be in writing and must show the name and address of the proposed assignee, sublessee or secured party. If Tenant is a corporation, any transfer of the Lease or improvements on the Leased Premises by way of merger, consolidation, liquidation, change in effective control or change in ownership of 30% or more of the stock of the corporation is an assignment for purposes of this paragraph.

(b) Secured Parties Rights as Against the City in the Event of expiration or Termination of the Lease. Upon either the natural expiration of this Lease or notice of termination being given due to a default by the Tenant under the terms of this Lease, the holder of a security interest, which has been approved by the City in accordance with Paragraph 22(a), in the leasehold (hereinafter "secured party") shall have the following rights and no others:

(1) In the event that notice of default is given to Tenant under Paragraph 15, secured party shall be mailed a copy of said notice at the address provided by Tenant for it pursuant to Paragraph 22(a).

(2) In the event that the Lease is to be terminated due to an uncured default by the Tenant, secured party shall be mailed a copy of the termination notice at the address provided by Tenant for it pursuant to Paragraph 22(a).

(3) Secured party has no independent right to cure a default by Tenant of its obligations under this Lease. Tenant's right to cure its own default is limited to the provisions of Paragraph 15. Secured party takes a security interest in this Lease subject to the provisions of this Lease, including but not limited to its termination provisions, and enjoys no greater rights under it than does Tenant. If this Lease is terminated or naturally expires pursuant to its terms, secured party's security interest in the Lease is immediately extinguished.

23. Permitted Uses/Reversion Clause. Subject to compliance with the terms of this Lease, Tenant may use the Leased Premises solely as may be reasonably necessary or incidental to operation of a convenience store on the Leased Premises. In the event that Tenant ceases to use the Leased Premises for purposes of operating a convenience store thereon, this Lease shall immediately cease and terminate, notwithstanding Paragraph of this Lease.

24. Extended Term. Tenant may extend the term of this Lease for a period not to exceed 180 days upon advance written notice to the City given not less than ninety (90) days prior to expiration of this Lease, subject to the following terms and conditions:

(a) Rent During Extended Term. Monthly rent during any extended term shall be equal to the fair market rental value of the Leased Premises, as determined every two years by a neutral, independent appraiser selected by the City. The City and Tenant shall bear any appraisal costs equally.

(b) Other Terms. All other terms of this Lease continue into any extended term.

25. Holding Over. In the event that Tenant holds over at or after the end of the term, or any extended term, the tenancy shall be deemed a tenancy by sufferance and Tenant shall be liable for the current fair rental value of the property or the rent set by this Lease, whichever is greater, in addition to all other sums payable by Tenant under this Lease. All covenants required to be observed by Tenant continue into any holdover period.

26. Integration and Modification. This document contains the entire agreement of the parties hereto. All negotiations, statements, representations, warranties, and assurances, whether

oral or written, which are in any way related to the subject matter of this Lease or the performance of either party hereto are merged and integrated into the terms of this document. This Lease may not be modified or amended except by a writing signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a writing signed by both parties hereto.

27. 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. Venue for any dispute related to this Lease shall lie exclusively with the trial courts for the State of Alaska.

28. Covenants and Conditions. Each term and each provision of this Lease shall be construed to be both a covenant and a condition.

29. Time of the Essence. Time is of the essence as to each term and provision of this Lease to be performed by Tenant.

30. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

31. Hazardous Substances. Tenant shall strictly comply with all applicable laws, ordinances or regulations respecting the handling, containment and cleanup of discharges or releases of oil or hazardous substances, including petroleum fractions. In the event of a discharge or release of oil or a hazardous substance, including petroleum fractions, resulting from or arising out of Tenant's activities on the Leased Premises, Tenant shall (1) promptly and completely, at its own sole expense, clean up the discharge or release, in strict compliance with applicable laws, ordinances or regulations, and (2) defend, indemnity and save the City harmless from all consequences thereof, including the costs of state or federal remedial or compliance actions, whether informal or formal, all clean up and remediation costs needed to restore the Leased Premises to its previous condition, and reasonable attorney's fees.

32. Eminent Domain. If the whole or any part of the Leased Premises is taken by eminent domain or purchase in lieu of condemnation, then upon the taking of possession by the condemning authority of the Leased Premises or any part thereof the following provisions shall be operative:

(a) Material Taking. If the taking reduces the ground area of the Leased Premises and also materially affects the use being made by the Tenant of the Leased Premises, Tenant may at its option terminate this Lease upon not less than thirty (30) days written notice to the City following the taking of possession. If Tenant opts to terminate the Lease under this subsection, then the City shall be entitled to the full condemnation proceeds except the portion thereof attributable to the value of any buildings or improvements put up by Tenant. If Tenant does not opt to terminate

the Lease under this subsection, then the Landlord shall be entitled to the full condemnation proceeds except for that portion attributable to the value of any buildings or improvements put up by Tenant, and rent for the remainder of the term or extension thereof shall be prorated so that the new rent shall be that portion of the pre-condemnation rent which the unimproved value of the untaken portion of the Leased Premises bears to the unimproved value of the entire Leased Premises immediately before the taking

(b) Immaterial Taking. In all other cases, the Lease shall continue. The City shall be entitled to the entire award of condemnation proceeds except for that portion attributable to the value of any buildings and improvements put up by Tenant In this case, rent shall be prorated such that the new rent shall be that part of the pre-condemnation rent that the unimproved value of the untaken portion of the Leased Premises bears to the unimproved value of the entire Leased Premises immediately before the taking

33 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 City, 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 onto the street adjoining the Leased Premises or into an established drainage easement, if any, on the Leased Premises

34 Screenage of Garbage Storage Area Tenant shall provide a screened or fenced area for the temporary storage of garbage or trash pending its removal Erection of screening or fencing is subject to the provisions of Paragraph 10 of this Lease

35 Formation In witness whereof, City and Tenant have executed, delivered and formed this lease, effective the 30th day of September, 1995

TENANT
Omni Enterprises, Inc

DATED AUG 26 1996

HANS WINTERLICH

By

Its PRESIDENT

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

On this 26th day of AUGUST, 1996, before me, a Notary Public in and for the State of Alaska duly commissioned and sworn as such, personally appeared HANS WINTERLICH the PRESIDENT of Omni Enterprises, Inc. and acknowledged this instrument to be a free and voluntary act and deed of the named Tenant for the uses and purposes herein mentioned, and on oath stated that he/she was authorized to execute this instrument.

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

Notary Public for Alaska
My commission expires 10/29/98

CITY
CITY OF BETHEL

DATED August 30, 1996

By Kenneth L. Weaver
Its City Manager

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

On this 30 day of AUGUST, 1996, before me, a Notary Public in and for the State of Alaska duly commissioned and sworn as such, personally appeared Kenneth L. Weaver, to me known to be the City Manager of the City of Bethel, and known to me to be the person who executed this instrument on behalf of the City.

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

Notary Public for Alaska
My commission expires 5-2-00

EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS

(To be sworn to by the President or Secretary of the corporation and sealed with its seal)

I solemnly swear that HANS WINTERLICH was on the 26 day of AUGUST, 1996 the duly appointed PRESIDENT of OMNI Enterprises Incorporated, a corporation organized under the laws of the State of ALASKA at which time he/she executed the Lease Agreement for and on behalf of said corporation; that he/she was fully empowered to execute said instrument and all papers in connection therewith,, and that HE in executing the same binds the said corporation to full performance of all obligations thereunder.

PRESIDENT AUG 26 1996
Title Date

(CORPORATE SEAL)

96-1735
42cc

RECORDED-~~FILED~~
BETHEL RECORDING DISTRICT

SEP 3 11 33 AM '96
REQUESTED BY City of Bethel
ADDRESS

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

On this 26TH day of AUGUST, 1996, before me, a Notary Public in and for the State of Alaska duly commissioned and sworn as such, personally appeared HANS WINTERLICH the PRESIDENT of Omni Enterprises, Inc. to me known to be the person described in and who executed the above and foregoing lease under such legal authority and with knowledge of its contents, and that such act was performed freely and voluntarily upon the premises and for the purposes stated herein.

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

Notary Public for Alaska

My commission expires 10-22-98

Addendum to Lease Agreement
City of Bethel/Omni Enterprises, Inc.

State of Alaska)
) ss
Fourth Judicial District)

On this 17th day of May, 1999, before me, a Notary Public in and for the State of Alaska duly commissioned and sworn as such, personally appeared Bob Herron, City Manager, City of Bethel, to me known to be the person described in and who executed the above and foregoing Addendum to Lease Agreement under such legal authority and with knowledge of its contents; and that such act was performed freely and voluntarily upon the premises and for the purposes stated therein.

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

NOTARY PUBLIC
Elaine J. Tompkins
State of Alaska
My Commission Expires 2/6/2002

Elaine J. Tompkins
Notary Public for State of Alaska

My commission expires 2/6/2002

State of Washington)
) ss
County of King)

On this 14 day of May, 1999, before me, a Notary Public in and for the State of Washington duly commissioned and sworn as such, personally appeared Hans Winterlich, who being duly sworn, did say that he is the duly authorized representative of Omni Enterprises, Inc. and that this Addendum was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed. to me known to be the person described in and who executed the above and foregoing Addendum to Lease Agreement under such legal authority and with knowledge of its contents; and that such act was performed freely and voluntarily upon the premises and for the purposes stated therein.

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

Notary Public for State of Washington

My commission expires 12-13-00

ELIZABETH HINTON
COMMISSION EXPIRES
12-13-00
STATE OF WASHINGTON

AFTER RECORDING RETURN TO:
THE CITY OF BETHEL
P.O. Box 388
Bethel, AK 99559
Attn: City Manager

000906
18.00

RECORDED-FILED
BETHEL RECORDING
DISTRICT

MAY 26 11 46 AM '99

REQUESTED BY LTCAI

ADDRESS

L-67532

Addendum to Lease Agreement

This Addendum No. 2 to Lease Agreement is dated as of May 14, 1999 by and between City of Bethel ("Landlord"), and Omni Enterprises, Inc. ("Tenant").

RECITALS

A. Effective the 30th day of June, 1996, Landlord and Tenant entered into a written Lease Agreement (the "Lease") relating to the premises located at 831 Tundra Way, Bethel, AK 99599.

B. Tenant wishes to refinance its existing indebtedness with National Consumer Cooperative Bank, 1401 Eye Street N.W., Suite 700, Washington, D.C. 20005 that is secured by Tenant's leasehold interest in the Leased Premises with Wells Fargo Bank, National Association, Puget Sound Regional Commercial Banking Office, Seattle, WA 98111 ("Bank").

C. Landlord and Tenant now desire to amend the Lease as set forth herein.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Assignment of the Lease:

If (a) Landlord gives notice to Tenant, or any other party, of any default hereunder, and Tenant fails to cure such default within a thirty (30) day period, or (b) Tenant fails to exercise any option or election in this Lease, then Bank shall have the option, by written notice to Landlord, at any time until thirty (30) days after the Landlord has notified Bank of such default or failure to exercise any option or election in this lease to making payments on this Lease for up to ninety (90) days and in such event Bank shall also have all rights and benefits of Lease previously enjoyed by Tenant and the right simultaneously to exercise any or all such options and elections. At any time during the ninety (90) day period Bank shall have the option, by written notice to Landlord to assume this Lease in full and in such event shall have all rights and benefits of Lease previously enjoyed by Tenant and shall also have the right simultaneously to exercise any or all such options and elections and the right to transfer(s) and assignment(s).

Leased Premises: real property located at Lot Two (2), Commercial Center Subdivision, according to the official plat thereof, filed under Plat No. 96-15, records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

Referencing Lease Agreement dated on or about August 26, 1996 and recorded August 27, 1996 in Book 0072, Pages 955 through 966, as amended by Addendum to Lease Agreement dated as of December 18, 1996, recorded February 7, 1997 in Book 0074, Page 543.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No 2 as of the date first above written.

City of Bethel
P.O. Box 388
Bethel, AK 99559

By: Robert E Hamm

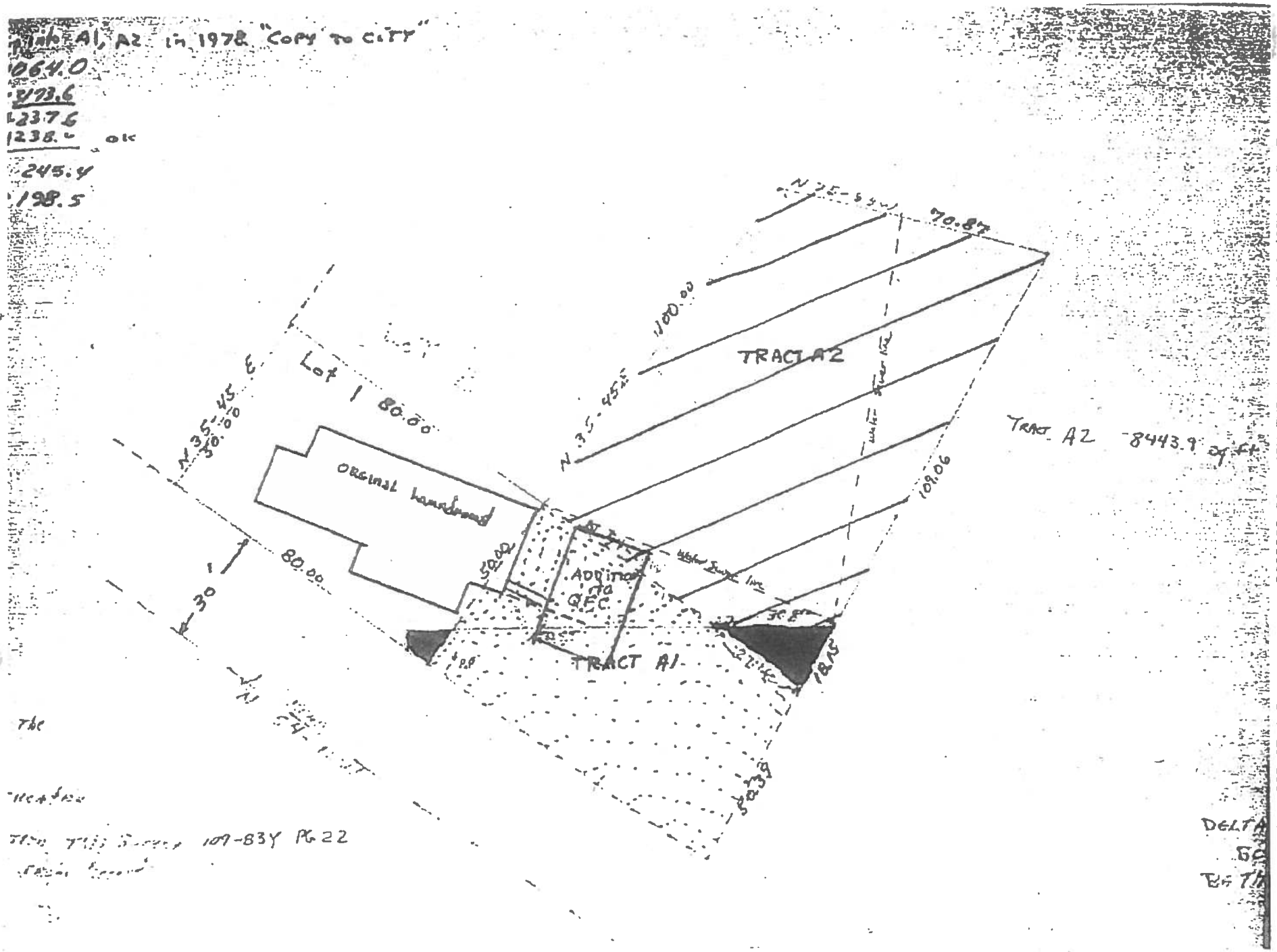
Title: CITY MGR

Omni Enterprises, Inc.
12040 115th Ave. N.E., Suite 200
Kirkland, WA 98034

By:

Title: PRESIDENT

RECEIVED
JUL 12 1999


Lot 1 80.00
N 35-45 E
30
80.00
30
Original homestead
50.00
Addition to QEC
TRACT A1
TRACT A2
N 35-45 E
1100.00
70.87
109.06
TRACT A2 8443.9 sq ft
18.15
50.39
109-83Y PG 22

LEASE AGREEMENT

THIS INDENTURE OF LEASE is made this 13 day of October, 1978, by and between THE CITY OF BETHEL, ALASKA, a municipal corporation, hereinafter called Landlord, and Quick Food Center hereinafter called tenant.

WITNESSETH:

1. Premises. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, does hereby let, lease and demise to Tenant that certain real property hereinafter called "Leased Premises" situated in Bethel, Alaska, hatched in red on the attached plat labeled Exhibit A, and more particularly described in the attached Exhibit B (both exhibits being incorporated herein by reference).

2. Appurtenances, Etc. Landlord leases and grants to Tenant all easements, parking and loading rights, right of ingress and egress, fixtures and appurtenances now or hereafter belonging to or appertaining to said premises.

3. Emcumbrances. The described premises are leased, subject to deed restrictions, easements, right-of-way, if any, zoning and building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority. See attached.

4. Term. The term of this lease shall be commencing October 13, 1978, through and including October 13, 1988 unless sooner terminated as hereinafter provided. Landlord may extend the term at Landlord's option for 2 additional 5 year terms. The conditions of such extensions shall be as if this lease were originally written for ten (10), fifteen (15), and twenty (20) year respectively.

5. Rental. Tenant agrees to pay annually and on or before the 15th day of every October during each and every year of the entire term hereof a yearly rental of 10 ¢ per square foot per year except as herein modified in part 7 of this document.

6. Taxes and Other Charges. As additional rent, Tenant agrees to pay to the public authorities charged with collection thereof, promptly as the same becomes due and payable, all taxes, assessments, general and special, permits, inspection and license fees and other public charges, whether of a like or different nature, levied upon or assessed against the leased premises and any buildings, structures, fixtures or improvements now or hereafter located thereon, or arising in respect of the occupancy, use or possession of the demised premises, and which are assessed and are, or become a lien during the term of this lease, and Tenant agrees to exhibit to Landlord on demand, receipts evidencing payment of all taxes, assessments and public charges so payable by tenant. All real estate taxes for the first and last years of the term hereof shall be equitably prorated between the parties.

In the event any special assessment is levied on the premises for a part of the cost of any public work or improvement assessed according to benefit found by the levying authority to accrue therefrom to the demised premises and the option is given to pay such assessment in installments, Tenant may elect to pay the same in installments as shall accrue during the term of this lease and during any term or terms for which this lease shall be extended. In the event that any assessment or installment of assessment coming due and payable during the term of this lease has added

to it any interest or service charge, Tenant shall pay such interest or service charge even though such charge relates back to a date prior to the execution of this lease. A mortgage or other lien granted by Landlord for special benefits in lieu of a special assessment hereunder.

Tenant shall also pay all charges for water, gas, electricity, power or other public utility services rendered during the term of this lease as such charges become due.

If the demised premises are not assessed for taxes as a separate parcel, Tenant shall pay taxes on the demised premises based on the valuation of the demised premises as arrived at for that purpose, using the records and methods of the tax assessor, multiplied by the appropriate mill rate.

If any public authority having jurisdiction requires that the leased premises be platted, Tenant agrees to pay all costs of such platting, including, without limitation, survey costs, filing fees and the like. Tenant agrees to pay all costs of road improvements imposed by public authorities, or desired by Tenant, for roads adjacent to or within the boundaries of the leased premises.

7. In order to attain the fair rental value to the City of Bethel for the municipally owned property for private commercial purposes, Landlord shall increase the ground rental on October 13, 1979 and every succeding year for the lenght of this lease. This increase shall be an 8% increase on the amount paid the previous year.

8. Compliance with Laws and Care of Premises. Tenant shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter enacted in any manner affecting the demised premises or the sidewalks, alleys, streets, and way adjacent thereto or any buildings, structures, fixtures and improvements or the use thereof, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Tenant

agrees to hold Landlord financially harmless (a) from the consequences of any violation of such laws, ordinances and/or regulations, and (b) from all claims for damages on account of injuries, death or property damage resulting from such violation. Tenant further agrees that it will not permit any unlawful occupation, business or trade to be conducted on said premises or any use to be made thereof contrary to any law, ordinance or regulation as aforesaid with respect thereto.

Tenant, at its own cost and expense, shall keep the leased premises and all improvements which at any time during the term of this lease may be situated thereon, in good condition and repair during the entire term of this lease, hereby expressly waiving the right to make repairs at the expense of Landlord as provided for in any statute or law in effect at the time of the execution of this lease or any amendment thereof, or any other statute or law which may be hereafter passed during the term of this lease.

9. Tenant's Right, Etc. Tenant, when not in default of performance of any of its obligations hereunder shall have the following rights, during the term of this Lease, from time to time, in such manner, and to such extent as Tenant may in its sole judgment deem advisable, except where said rights are conditioned upon prior approval of Landlord:

(a) To demolish, remove or otherwise dispose of any improvements presently or subsequently situated upon the demised premises.

(b) To erect, place, or install upon the leased premises, buildings, structures, and improvements as from time to time it shall deem advisable.

(c) To make such alterations, additions and repairs to the leased premises as it may desire.

(d) Anything in the foregoing to the contrary notwithstanding, Tenant must, prior to the commencement of construction of a building or other structure deliver to Landlord for approval two (2) complete sets of construction plans and outline specifications for the exterior of said improvements, prepared by a licensed architect or licensed engineer, a plot plan showing the proposed location of said improvements, all utilities and service connections and all places of ingress and egress to public streets and roads and plans for outdoor signs, lighting and landscaping. If approved, such approval shall be endorsed by Landlord upon said plans, specifications and plot plan within thirty (30) days from the receipt thereof, one (1) set of which shall be retained by Landlord. If Landlord does not approve of such plans and specifications, Landlord shall, within thirty (30) days from the receipt thereof, notify Tenant in writing of its reasons for not approving said plans and specifications. Failure to notify Tenant within thirty (30) days of submission shall constitute approval.

(e) No structure or other improvement, including, but not limited to, storage and/or display structures separate from the main structure, the plans, specifications and proposed location of which have not first received the written approval of Landlord, or which does not comply with such approved plans, specifications and locations, shall be constructed or maintained on the leased land. No material addition to or alteration of any building or structure erected on the leased land shall be commenced until plans and specifications covering the exterior

of the proposed addition or alteration have been first submitted to and approved by Landlord in the manner above described. Any improvements constructed shall comply with all public laws, ordinances and regulations applicable thereto and shall be completed at the sole cost and expense of Tenant and without any cost, expense or liability of Landlord whatsoever.

(f) The approval by Landlord of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural plan for the leased land and neighboring land of the Landlord; such plans and specifications are not approved for architectural or engineering design and by approving such plans and specifications, Landlord assumes no liability or responsibility therefor, or for any defect in any structure constructed from such plans or specifications.

(g) All buildings, structures and permanent improvements, including signs which have been or may be installed, placed or attached in or about the leased premises by Tenant, shall remain the property of Tenant. At the expiration or termination of the term of the Lease, or any extended term thereof, Tenant shall:

(1) Remove all improvements located on the leased land, and upon his failure to do so Landlord may, at his option, remove, demolish, or otherwise dispose of such improvements at the expense of the Tenant, and

(2) Leave said leased land in a clean, cleared and saleable condition.

(h) Upon termination by expiration of time or otherwise of this Lease, or of any renewal thereof, Tenant shall remove all trade fixtures and other movable items of personalty, provided that any damage caused to the leased premises by reason of such removal shall be paid by Tenant. Any trade fixtures and other movable items of personalty not so removed by Tenant shall become the property of Landlord. Tenant may, as part of a rebuilding or expansion program, demolish any part or all of the buildings, structures or improvements to be located on the leased premises.

10. Liens. Tenant will not permit any mechanics' laborers' or materialmen's liens to stand against the leased premises or improvements for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents, contractors, or sublessees, in connection with work of any character performed or claimed to have been performed on said premises or improvements by or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be demanded by Landlord to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such nonpayment. Such security need not exceed one and one-half times the amount of such lien or such claim of lien or Tenant may record the bond contemplated by Section 34.35.072, Alaska Statutes. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

11. Use of Premises. The Tenant may use and occupy the demised premises for any lawful purpose. Tenant covenants

he will neither cause, nor maintain, nor permit any public or private nuisance to exist on the leased land, nor will tenant fail to maintain the land in an orderly, neat, and clean condition, free of hazard and nuisance.

12. Indemnification. Tenant agrees to protect, defend, indemnify and save harmless Landlord from and against any and all claims, demands and causes of action and of any nature whatsoever, and any expenses incident to defense of and by Landlord therefrom, for any injury to or death of persons or loss of or damage to property occurring on the demised premises, or in any manner arising out of Tenant's use and occupation of said premises, or the condition thereof, during the term of this Lease.

Tenant shall procure and maintain public liability insurance coverage, naming Landlord as an insured, which coverage, pertaining to the demised premises, shall not be less than (1) $ 50,000.00 per person, $150,000.00 in the aggregate per accident, and $ 50,000.00 property damage; or (2) amounts which the Landlord reasonably requires to adequately cover the risks involved, whichever is greater. Tenant agrees to furnish copies of certificates evidencing insurance coverage of the demised premises to Landlord.

12. Condemnation. If the whole or any part of the demised premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the demised premises, or any part thereof, the following provisions shall be operative:

(a) Taking of All Premises. The term herein demised and all rights of Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination so that Tenant shall have paid rent up to the time of taking only; provided, however, that Tenant shall be entitled to that portion of the award attributable to the value of the buildings or improvements put up by Tenant with its own funds.

(b) Taking of Substantial Part of Premises. If the taking reduces the ground area of the demised premises by at least fifty (50%) percent and materially affects the use being made by the Tenant of the demised premises, Tenant shall have the right, by written notice to Landlord effected not later than thirty (30) days after possession shall be taken, to elect to terminate this lease.

(1) If the election to terminate be made: The provisions of (a) of this section relating to the taking of the whole shall govern; or

(2) If the election not be made:

(a) The lease shall continue;

(b) The Landlord shall be entitled to the full condemnation proceeds except the portion thereof attributable to the value of the buildings or improvements put up by Tenant; and

(c) Rent at the old rate shall be adjusted as of the date of taking of possession, and the rent for the balance of the term, except as modified from time to time under provision 8 hereof, shall be reduced so that the new rent shall be that part of the former rent (before condemnation) which the unimproved value

of the untaken premises (appraised after the taking, and repair of any building damage) bears to the unimproved value of the entire premises demised immediately before the taking

(d) Taking of Insubstantial Part of Premises. -- If the taking is of such an insubstantial portion of the ground area that the use being made by Tenant of the leased premises is not materially affected, the provisions of (b)(2) above of this section (where election not made) shall govern.

13. Quiet Enjoyment. -- Provided Tenant is not in default hereunder, Landlord covenants that Tenant shall have peaceful and quiet enjoyment of the leased premises without let or hindrance on the part of Landlord, and that Landlord will warrant and defend Tenant in the peaceful and quiet enjoyment of the demised premises.

14. Notices. -- Any and all notices required or permitted under this lease, unless otherwise specified in writing by the party whose address is changed, shall be as follows:

Landlord: CITY OF BETHEL
P.O. BOX 388, BETHEL, ALASKA 99559

Tenant: Quick Food Center

BETHEL, ALASKA 99559

15. Default. -- If Tenant at any time during the term of this lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before any administrative tribunal, which have or might have the effect of preventing Tenant from complying with the terms of this lease) shall (a) fail to make payment of any installment of rent or of any other sum herein specified to be paid by Tenant, or (b) fail to observe or perform any of Tenant's other covenants, agreements or obligations hereunder, and if any such default shall not be cured as to (a) within ten (10) days after such failure to make payment, or as to (b) within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default or defaults, Tenant shall not have commenced to cure such default and proceed diligently to cure the same, or

(1) if Tenant has filed a Petition for an Arrangement under Chapter 11 of the Bankruptcy Act, 11 U.S.C. 701 et. seq.;

(2) or a voluntary petition under any other provision of said Bankruptcy Act; or

(3) if Tenant finally and without further possibility of appeal or review is adjudicated a bankrupt or insolvent; or

(4) has a receiver or a Trustee appointed for all or substantially all of its business or assets on the ground of Tenant's insolvency; or

(5) has itself appointed as debtor-in-possession in a proceeding for a reorganization or an arrangement; or

(6) files a petition, or a petition is filed, seeking any relief under the Bankruptcy Act of the United States, or any other act of the United States or any state having the same general purposes; or

(7) if Tenant shall make an assignment for the benefit of its creditors,

then in any such event Landlord shall have the right at its election, then or at any time thereafter, and while such default, defaults or events shall continue, to give Tenant notice of Landlord's intention to terminate this lease and all Tenant's rights hereunder, on a date specified in such notice, which date shall not be less than thirty (30) days after the date of giving of such notice, and on the date specified in such notice, the term of this lease and all rights granted Tenant hereunder shall come to an end as fully as if the lease then expired by its own terms, and Tenant hereby covenants peaceably and quietly to yield up and surrender to Landlord said leased premises and all structures, buildings, improvements and equipment located thereon, and to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord as will properly evidence termination of Tenant's rights hereunder or its interest therein.

In the event of termination of this lease as in this paragraph above provided, Landlord shall have the right to repossess the leased premises and such structures, buildings, improvements and equipment, either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Tenant, including damages for rent not then accrued. Landlord shall also have the right, without resuming possession of the premises or terminating this lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder.

16. Costs Upon Default. -- In the event either party shall be in default in the performance of any of its obligations under this lease and an action shall be brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefor, including a reasonable attorney's fee.

17. Rights or Remedies. -- Except insofar as this is inconsistent with or contrary to any provision of this lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

18. Waiver and Forebearance. -- Except to the extent that Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forebearance by Landlord to seek a remedy for any breach of Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach.

19. Inspection. -- Landlord shall at all reasonable times during Tenant's business hours have access to the premises for the purpose of inspection.

20. Successors in Interest. -- This lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

21. Underground Conditions and Water Drainage. --

(a) Tenant has made, or prior to the construction of any building will make, its own soil tests and this lease is made

subject to and without liability because of or resulting from any fill or any subsurface or soil condition upon the leased land.

(b) Tenant shall not drain or discharge water from the leased land on to adjoining land; the leased land shall be graded and drained to cause the discharge of all water on the street adjoining the leased land or into an established drainage easement, if any, on the leased land.

22. Mineral Reservation Clause. -- Landlord expressly reserves unto itself, its successors and assigns, all oil, gas, associated hydro-carbons and minerals and the right to prospect for, mine and remove said oil, gas, hydro-carbons and minerals The Tenant's use of the surface and such portion of subsurface as is necessary for effective use of the surface shall not be disturbed or impaired by this mineral reservation or the exercise of any rights pertaining thereto.

23. Destruction of Improvements on Demised Premises. --

If all or part of the improvements placed by Tenant on the demised premises are destroyed by fire, earthquake or other cause, Tenant shall remove the debris and clean up the affected area within 270 days of the occurrence of such destruction.

24. Screening of Garbage Storage Area. Tenant must provide a screened or fenced area for the temporary storage of garbage or trash pending removal of such material. Plans for such screening or fencing are subject to Provision 10 hereof.

25. Assignment or Subletting. Tenant must not assign or sublet the demised premises or any part thereof without the prior written consent of Landlord to such subletting or assignment provided that Tenant may assign this Lease, or any part thereof, to a lending institution, for loan security purposes, and provided that this right to assign shall not be construed as a subordination of Landlord's rights hereunder, nor a subordination of its fee. Landlord's permission to subletting or assignment will not be unreasonably withheld. Anything contrary in the foregoing notwithstanding, Tenant shall have the absolute right to sublease all or any portion of space in any building, which Tenant constructs upon the demised premises and Tenant may grant parking privileges incidental to such building sublease. Should the Landlord not respond to Tenant's request for permission to sublet or assign within thirty (30) days of receipt of such request, then the Landlord shall be deemed to have acquiesced to such request. Tenant's request to assign or sublease must be in writing and must show name and address of the proposed assignee or sublessee.

26. Holding Over. In the event that the Tenant holds over at or after the end of the term, or any extended term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the holding over period.

27. Integration and Modification. This document contains the entire agreement of the parties hereto. All negotiati statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this lease and the performance of either party hereto are merged and integrated into the terms of this document.

This Lease may not be modified nor amended except by a written agreement signed by both parties hereto, and any purported amendments or modification is without effect until reduced to a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement the day and year first hereinabove written.

TENANT: Quick Food Centers Inc.

John E. Nelson
Secretary

LANDLORD:

Lyman Hoffman
CITY OF BETHEL
LYMAN HOFFMAN, CITY MANAGER

SEAL

Diana L. Anderson
, CITY CLERK

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

On this 13th day of Oct., 1978, before me a Notary Public, personally appeared JOHN E. NELSON known to me to be the person whose name is subscribed to the within instrument, and he acknowledged that the same was executed voluntarily by him with full knowledge of its contents.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

Dan Nelson
Notary Public, State of Alaska
My Commission Expires:

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13th day of OCT, 1978, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Lyman Hoffman and DIANA L. ANDERSON, to me known to be the City Manager and Clerk, respectively of The City of Bethel, and known to me to be the persons who executed the within instrument on behalf of the City of Bethel pursuant to a resolution or ordinance passed by the City Council.

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

Rebecca Nelson
Notary Public, State of Alaska:
My Commission Expires: 4-2-79

EXHIBIT B

Beginning for reference at the center of the Townsite in Bethel, Alaska.

Then N 54° - 15' W; 112.12', along the centerline of roadway.

Then N 85° - 45' E; 30.00' distance to the SE corner of Tract A and the true point of beginning (POB) for this survey.

Then N 28° - 37' E; 50.39' distance along the easterly boundary of Tract A to the NE corner of Tract designated Tract A-1.

Then N 54° - 15' W; 81.62' distance. Creating the new boundary between Tract A-1 and A-2. Corner is coincident with the North-easterly corner of Lot 1 Block 1.

Then S 35° - 45' W; 50.00' distance along the easterly boundary of Lot 1 Block 1 to the SE corner of Lot 1 Block 1 which is coincident with the Southwesterly corner of Tract A-1.

Then S 54° - 15' E; 87.88; distant; to the southeasterly corner of Tract A and the true POB of this survey.

Survey contains 4238 square feet.

FURTHER ENCUMBRANCES

1) Any and all buildings erected upon the premises described in this document will be at least 15 feet from all easements and rights-of-way.

2) Any building constructed will have adequate parking facilities so that parked vehicles will not hinder the normal flow of traffic.

3) The described premises will be used for construction of a 20' x 30' building. The function of that building will be limited to storage and living area.

Yukon Kuskokwim Health Corporation

Phillips Ayagnirivik

Lease Agreement

For

Phillips Ayagnirvik Treatment Center

Ground Lease

Located

Behind Bethel City Hall

Lease Terms

May 24, 2004 through May 24, 2013

Lease is now on a month to month per written notice from City Attorney to Lessee

PHILLIPS AYAGNIRVIK TREATMENT CENTER GROUND LEASE

This PHILLIPS AYAGNIRVIK TREATMENT CENTER GROUND LEASE ("this Lease") is made this 24 day of MAY, 2004 by and among the City of Bethel ("Lessor") and Yukon Kuskokwim Health Corporation, an Alaska non-profit corporation ("Lessee") whose address is P.O. Box 528, Bethel, Alaska 99559.

RECITALS

A. Lessor has agreed to lease to Lessee a parcel of land more specifically described below in Paragraph 1.01.

ARTICLE 1
LEASED PREMISES AND TERM

1.01 Leased Premises. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, hereby leases to Lessee, and Lessee hereby leases from Lessor, the improved land situated in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as Lots 1 & 2 City of Bethel Lease Parcels located within Lot 4C, Block 1, City Center Subdivision (Plat No. 93-1) and Lot 2, Court House Subdivision (Plat No. 99-12) situated within Section 8, Township 8 North, Range 71 West, Seward Meridian, Alaska (containing 0.457 acres more or less), as shown on the Record of Survey attached to and for all purposes made a part of this Lease, 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 reversionary clause contained in paragraph 4.14 hereof (herein called the "Leased Premises").

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

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

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

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

A. two buildings which house the Phillips Ayagnirvik Treatment Center ("PATC Buildings"), including all improvements, appliances and furniture contained in the PATC Buildings.

1.05 Lease Term. This Lease shall be and continue in full force and effect for a term of Ten (10) years commencing on MAY 24, 2004 and terminating on MAY 24, 2013 unless earlier terminated in accordance with this Lease.

1.06 Termination of Prior Lease. The lease agreement dated August, 8, 1994 between Lessor and Lessee is terminated upon execution of this Lease. As partial consideration for entering into this Lease, Lessor and Lessee waive all claims and causes of action against the other arising out of the August 8, 1994 lease agreement, except those claims and causes of action that arise out of failure to comply with the Purchase and Sale Agreement entered into along with this Lease and those claims and causes of action that arise out of failure to comply with this Lease.

ARTICLE 2
RENT

2.01 Rent. Lessee shall pay to Lessor in legal tender of the United States of America, without deduction and without notice or demand, net of all real property taxes, assessments, rates, and other charges required to be paid by Lessee under this Lease with respect to the Leased Premises, ten dollars ($10.00) per year on or before MAY 24 [month and day lease entered into] each year during the Lease Term.

ARTICLE 3
QUIET ENJOYMENT

Upon timely payment by Lessee of all rent and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all of its covenants contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through, or under it.

ARTICLE 4
LESSEE'S COVENANTS

4.01 Taxes and Assessments.

A. Lessee shall pay, not less than ten (10) days before they become delinquent, all real property taxes, other taxes, and assessments of every description for which the Leased Premises, or any improvement thereon or any use thereof, are now or during the Lease Term may be assessed or become liable, whether assessed to or payable by Lessor or Lessee. Such taxes and assessments include, but are not limited to, all real property tax increases resulting from any classification of the Leased Premises during the Lease Term to a higher use (other than a

classification occurring at the initiative of Lessor or its agents) for which classification Lessee shall be deemed to be the petitioner and upon request by Lessor shall so notify the appropriate governmental authorities. Such real property taxes and assessments shall be prorated as of the dates the Lease Term begins and ends.

B. If at any time during the Lease Term any new or additional taxes (other than federal or state net income taxes or any other taxes existing on the effective date hereof) are assessed against the Leased Premises, or any improvement thereon, or any rents payable to Lessor under this Lease, or against Lessor with respect thereto, Lessee shall pay to the taxing authority or Lessor, not less than ten (10) days before they become delinquent and as additional rents, all of such new taxes.

C. Lessee shall pay, not less than ten (10) days before they become delinquent, all rates and other charges of every description for which the Leased Premises or any Improvement on it or any use of it, may be assessed or become liable during the Lease Term, whether made by governmental authority or by any public utility or community service company and whether assessed to or payable by Lessor or Lessee.

D. Lessor may elect, in its sole discretion and after giving written notice to Lessee and any Qualified Mortgagee (as defined in subparagraph 7.02.B, below), to pay any delinquent tax, assessment or charge for which Lessee is liable under this paragraph 4.01 for the account and at the expense of Lessee, and may further elect, upon such payment: (1) to terminate this Lease under Article 8, after giving sixty (60) days written notice and allowing an opportunity for cure as provided therein, and bring an appropriate action against Lessee for recovery of the sum paid; (2) to continue this Lease in force and charge the Lessee with the payment as additional rent; or (3) to continue this Lease in force and bring an appropriate action against Lessee for recovery of the sum paid. The above-enumerated elections are not in derogation of, and do not limit, any other rights or remedies Lessor may have under this Lease or applicable law. Nothing in this subparagraph 4.01.D requires Lessor to pay any delinquent tax, assessment, or charge for which Lessee is liable.

4.02 Improvements Required by Law. Lessee, at Lessee's own expense, during the Lease Term and subject to the requirements of this Lease, shall make, build, maintain and repair all fences, sewers, drains, roads, road widening, driveways, sidewalks, water, underground electric and telecommunication lines, curbs, gutters and other installations which may be required by law to be made, built, maintained, or repaired upon, or adjoining and in connection with, or for use of the Leased Premises or any part of it, and regardless of whether the same were erected by Lessor or in existence at the inception of this Lease. In case any such installations required by law shall be made, built, maintained or repaired by Lessor after giving the required notice provided for in paragraph 4.06, and if Lessee does not complete the required work within the time frame provided for in the notice, Lessee shall reimburse Lessor for the reasonable cost thereof plus twenty-five percent (25%) to cover Lessor's overhead, upon presentation of a bill therefor, as additional rent.

4.03 Construction of Removal of Improvements Additions and Alterations

A. "Significant work," as used in this paragraph 4.03, 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.

B. Lessee shall not make alterations to the grade or drainage of the Leased Premises without the written approval of the Lessor. Lessor shall not alter the grade or drainage of the adjacent properties such that drainage will flow over or through the Leased Premises of the Lessee. Except as otherwise provided in this subparagraph 4.03.B, Lessee shall not begin any significant work on the Leased Premises costing more than twenty thousand dollars ($20,000.00) without first obtaining the prior written approval of Lessor, which approval shall not be unreasonably withheld, with respect to such work, the preliminary plans for such work, if any, and the final plans and specifications for such work.

4.04 Repair and Maintenance. Lessee shall, at Lessee's expense and without notice from Lessor at all times during the Lease Term, keep all improvements now or hereafter built on the Leased Premises, especially those improvements constructed thereon which are exposed to the view of the public from off the Leased Premises or from the exterior of any such buildings or improvements (including but not limited to exterior building walls, windows, doors, fences, signs, landscaping and yard areas, refuse disposal equipment and facilities, pavement, curbs, gutters, exterior lighting, and drainage facilities) in good order, condition, maintenance, operability, and repair and of a neat, clean, and pleasing appearance to Lessor.

Lessee shall be responsible for snow removal at the PATC Buildings.

4.05 Observance of Laws.

A. Lessee, at all times during the Lease Term, at its own expense, and with all due diligence shall observe and comply with all laws, ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority, and which may be applicable to the Leased Premises or any improvement on it or any use of it, and shall promptly furnish such evidence of compliance with such laws, ordinances, rules and regulations as Lessor may request from time to time.

B. In furtherance, and not in limitation, of the foregoing subparagraph 4.05.A, Lessee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee, at its own expense, must clean and restore the Leased Premises to the satisfaction of Lessor and any governmental body or court having jurisdiction of the matter. However, Lessee shall not be responsible for the clean up or restoration of the Leased Premises resulting from any discharge, leakage, spillage, emission or pollution to the Leased Premises from surrounding or adjacent premises unless Lessee's actions caused in whole

or in part such discharge, leakage, spillage, emission or pollution, in which case Lessee shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Lessee.

C. Lessee agrees to hold harmless Lessor against all liability, cost and expense (including, without limitation, any fines, penalties, clean-up costs, judgments, litigation costs and attorneys' fees) incurred by or levied against Lessor as a result of Lessee's breach of this paragraph 4.05.

4.06 Inspection and Repair by Lessor Lessee shall repair, maintain and make good all conditions required under the provisions of this Lease to be repaired or maintained within five (5) working days from the date of written notice from Lessor with regard to removal of trash or debris, landscape or yard maintenance, pavement or sidewalk sweeping, snow removal or cleaning, or parking lot lighting replacement and repair, and thirty (30) days from the date of written notice from Lessor with regard to all other matters. If Lessee refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable, satisfaction of Lessor after written demand, then Lessor, without prejudice to any other right or remedy it has under this Lease or otherwise may perform such maintenance work or make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's property or Lessee's business by reason of the work or repairs. Upon completion of any such repair or maintenance, and no later than ten (10) days after presentation of a bill therefor, Lessee shall pay as additional rent Lessor's costs for making such repairs or performing such maintenance plus twenty-five percent (25%) to cover its overhead. However, Lessee shall not be responsible for the replacement or repair of any street lights that may illuminate the Premises.

4.07 Waste and Wrongful Use. Lessee shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.

4.08 Setback. Lessee shall observe all setback lines applicable to the Leased Premises and shall not construct or maintain any building or other structure between any street boundary of the Leased Premises and any setback along such boundary, except for fences or walls approved by Lessor.

4.09 Liens. Lessee shall not commit or suffer any act or neglect whereby the Leased Premises or the Interest of Lessor or Lessee therein at any time during the Lease Term may become subject to any attachment, execution, lien, charge, or other encumbrance, other than a statutory lien for non-delinquent real property taxes or assessments, or a Leasehold Mortgage approved by Lessor, and shall defend, indemnify and hold Lessor harmless against all losses, costs, and expenses, including reasonable attorneys' fees, paid or incurred by Lessor in connection therewith.

4.10 Indemnification.

A. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims arising from (1) Lessee's use of the Leased Premises, or from the conduct of

Lessee's business, or from any activity, work or things done, permitted or suffered by Lessee in or about the Leased Premises; (2) any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease; (3) any negligence of Lessee, or any of Lessee's agents, contractors, customers, employees, or any person claiming by, through or under Lessee; and (4) any accident on or in connection with the Leased Premises, or the sidewalks adjacent thereto, or any fire thereon, or any nuisance made or suffered thereon when and to the extent such claim arises from the negligence of Lessee. Lessee, upon notice from Lessor, shall defend any of the above described claims at Lessee's expense. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises. However, this paragraph 4.10 does not require Lessee to indemnify, defend, and hold harmless Lessor from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's negligence, or the negligence of Lessor's agents, contractors, customers, or employees arising from Lessor's activities on the Leased Premises. Lessor shall indemnify, defend, and hold harmless Lessee from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's negligence, or the negligence of Lessor's agents, contractors, customers, or employees arising from Lessor's activities on the Leased Premises.

B. Lessee acknowledges that before entering into this Lease it has fully inspected or been provided with an opportunity to fully inspect the Leased Premises and all documents in the possession of Lessor relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Lessor agrees to provide to Lessee copies of all documents relating to the construction, maintenance, and existing improvements on the Leased Premises. Lessee further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Lessee is as knowledgeable about the physical condition of the Leased Premises as Lessor and, on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Lessee. Lessor represents and warrants that it has provided Lessee with an opportunity to inspect all documentation maintained by Lessor in its records concerning the condition of the Leased Premises.

4.11 Costs and Expenses of Lessor. Lessee shall forthwith pay to Lessor all costs and expenses, including reasonable attorneys' fees, which are (1) paid or incurred by Lessor but are required to be paid by Lessee under any provision of this Lease; (2) paid or incurred by Lessor in enforcing any covenant of Lessee contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, taxes, assessments, or rates; (3) incurred by Lessor in reviewing any matter for which Lessor's approval is sought and in processing such approval under this Lease; or (4) incurred by Lessor in connection with any other action in any respect related to this Lease, the Leased Premises, or Lessee's actions or omissions on the Leased Premises, other than a condemnation action filed by or against Lessee, to and in which Lessor 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 Lessor's out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided herein, all costs and expenses of Lessor shall be payable by Lessee to Lessor forthwith after mailing or personal delivery of statements therefor to Lessee. Such obligations and interest shall constitute

additional rents.

4.12 Surrender of Leased Premises and Improvements. Upon the expiration or termination (including termination resulting from Lessee's breach) of this Lease, Lessee, without further notice, shall deliver up to Lessor, possession of the Leased Premises. Lessee's Improvements, as identified in paragraph 1.04 of this Lease, shall remain the property of Lessee until the expiration or termination of this Lease. At the expiration or termination of the Lease Term, or any extended term thereof, Lessee shall remove, demolish or otherwise dispose of all Lessee's improvements within two hundred and seventy (270) days of expiration or termination, unless the Lessor agrees otherwise, and leave the Leased Premises in a clean and cleared condition. In the event of failure or refusal of Lessee to surrender possession of the Leased Premises or to remove Lessee's improvements from the Leased Premises in accordance with this paragraph, Lessor shall have the right to reenter the Leased Premises and remove therefrom Lessee or any person, firm, or corporation claiming by, through, or under Lessee, and to declare abandoned and/or remove Lessee's s improvements therefrom, and to obtain damages for trespass from Lessee, including but not limited to the actual cost of removal.

4.13 Holdover. If Lessee remains in possession of the Leased Premises after expiration of the Lease Term without the execution of a new lease or of an extension of this Lease, and in such a manner as to create a valid holdover tenancy, and if no notice of termination has been delivered by Lessor to Lessee, Lessee shall be deemed to occupy the Leased Premises only as a lessee at will from month-to-month, upon and subject to all of the provisions of this Lease which may be applicable to a month-to-month tenancy, including but not limited to the provisions of Article 2 and of paragraph 4.12 of this Lease.

4.14 Use and Restrictions. Lessee shall continuously operate the PATC or a similar behavioral health treatment center approved by the City on the Leased Premises. Lessee shall not cease operations of the PATC on the Leased Premises without prior notice to the Lessor. Lessee shall not operate a similar behavioral health treatment center on the Leased Premises without the approval of the City. If the Leased Premises are no longer used to operate the PATC or a similar behavioral health treatment center approved by the City, or if the Leased Premises is used for any other purpose other than the PATC or a similar behavioral health treatment center approved by the City, the leasehold interest shall revert to Lessor and terminate in accordance with Article 8 of this Lease.

4.15 Utility Service. Lessee shall arrange for its own utility services and bear all costs for utilities.

4.16 Discrimination Prohibited. Lessee will not discriminate in allowing access to and use of the Leased Premises on the grounds of race, color, religion, national origin, ancestry, marital status, age, disability, gender, or other legally protected status.

4.17 Underground Conditions and Water Drainage. Lessee has made, or prior to the construction of any improvements on the Leased Premises will make, its own soil tests of the Leased Premises. This Lease is made subject to and without any liability on the part of the Lessor, its agents or employees because of or resulting from any fill or any subsurface or soil

condition on the Leased Premises. Lessee shall not drain or discharge water from the Leased Premises onto adjoining land. The Leased Premises shall be graded and drained to cause the discharge of all water on the Leased Premises at a location or locations approved by Lessor, or into an established drainage easement, if any, on the Leased Premises.

ARTICLE 5
INSURANCE

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

5.02 Policy Provisions. Each policy of comprehensive general liability described in paragraph 5.01 shall:

A. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff; counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for Lessor, Lessee, for any person claiming by, through, or under any of them.

B. Contain no provision relieving the insurer from liability for loss occurring while the hazard to such buildings and other improvements is increased, whether or not within the knowledge or control of; or because of any breach of warranty or condition or any other act or neglect by Lessor, Lessee, or any person claiming by, through, or under any of them.

C. Provide that such policy may not be cancelled, whether or not requested by Lessee, unless the insurer first gives not less than thirty (30) days' prior written notice thereof to Lessor.

D. Contain a waiver by the insurer of any right of subrogation to any right of Lessor or Lessee against either of them or against any person claiming by either of them.

ARTICLE 6
EMINENT DOMAIN

6.01 Permanent Taking.

A. In the event of a taking by a entity of competent jurisdiction of all or materially all of the Leased Premises, or the determination of the Lessor that all or materially all of the Leased Premises is necessary for a public purpose, this Lease shall terminate on the earlier of vesting of title in, or the taking of possession by the condemner, or the written determination of the Lessor.

B. If less than materially all of the Leased Premises are taken or if the Lessor determines that it needs less than materially all of the Leased Premises for a public purpose (herein called a "partial taking"), this Lease shall continue in effect except as to the portion so taken or condemned, but the rent to be paid by Lessee shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

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

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

ARTICLE 7
ASSIGNMENTS AND MORTGAGES

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

7.02 Mortgage of Leasehold Interest. Lessee shall have the right at any time, and from time to time, to subject the leasehold estate and any or all of Lessee's Improvements situated on the Leased Premises to one or more mortgages or assignments as security for a loan or loans or other obligations of Lessee (each of which instruments herein called a "Leasehold Mortgage"), provided that:

A. The Leasehold Mortgage and all rights acquired under it shall be subject to each and all the covenants, conditions, and restrictions stated in this Lease, and to all rights and interests of Lessor, except as otherwise provided in this Lease.

B. Lessee shall give Lessor prior notice of any such Leasehold Mortgage, and shall accompany the notice with a true copy of the note and the Leasehold Mortgage. Upon Lessor's written consent to the Leasehold Mortgage, the mortgagee shall become a "Qualified Mortgagee" as that term is used in this Lease.

ARTICLE 8
DEFAULT AND DEFEASANCE

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

A. Failure to Continuously Operate PATC or Similar Behavioral Health Treatment Facility. Failure to continuously operate the PATC or a similar behavioral health treatment facility approved by the City throughout the Lease Term.

B. Failure to Perform Covenants. Abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee, or to perform as required or conditioned by any other covenant or condition of this Lease.

C. Appointment of Receiver. The appointment of a receiver or trustee to take possession of the Leased Premises or improvements or of the Lessee's interest in the leasehold estate or of Lessee's operations on the Leased Premises for any reason, including but not limited to, assignment for benefit of creditors, but not including receivership pursuant to administration of the estate of any deceased or incompetent Lessee.

D. Default in Mortgage Payment. Default or delinquency in the payment of any loan secured by a Leasehold Mortgage permitted by the Lease.

8.02 Notice and Right to Cure.

A. Notices. As a precondition to pursuing any remedy for an alleged default by Lessee, Lessor shall, before pursuing any remedy, give notice of default to Lessee and to all Qualified Mortgagees whose names and addresses were previously given to Lessor by Lessee or a Qualified Mortgagee.

B. Method of Giving Notice. Lessor shall give notice of default in accordance with subparagraph 8.02.A by mailing by first class mail, a copy of the same notice to each such party at the same address.

C. Mortgagee's Right to Cure Defaults. Each Qualified Mortgagee under a Leasehold Mortgage then in force under provisions of this Lease permitting mortgages relating to purchase or construction of improvements, shall have sixty (60) days after service of notice of default within which, at the Qualified Mortgagee's election, either: (1) to cure the default if it can be cured by the payment or expenditure of money; or (2) if the Qualified Mortgagee does not elect to cure by the payment or expenditure of money, or if the default cannot be so cured, to cause the prompt initiation of foreclosure, to prosecute it diligently to conclusion, and to perform and comply with all other covenants and conditions of this Lease requiring the payment or expenditure of money by Lessee until the leasehold estate created by this Lease shall be released or reconveyed from the effect of the Leasehold Mortgage, or until it shall be transferred or assigned pursuant to the Leasehold Mortgage.

D. Lessee's Right to Cure Defaults. If the alleged default is nonpayment of rent, taxes, or other sums, Lessee shall have thirty (30) days after the notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently after the notice commence curing the default and shall have sixty (60) days after notice is given to complete the cure.

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

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

8.05 Lessor's Remedies. If any default by Lessee shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default under paragraph 8.02 of this Lease, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity or other provisions of this Lease, to which Lessor, may resort cumulatively or in the alternative. The election of one remedy for any one default shall not foreclose an election of any other remedy for another default or for the same default at a later time.

A. Termination In The Event of Default. Lessor may, at Lessor's election, terminate this Lease in the event of default by giving Lessee and all Qualified Mortgagees notice of termination in accordance with the procedures specified in paragraph 8.02.B of this Lease. On the giving of the notice, all Lessee's rights in the Leased Premises shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Leased Premises and all Improvements not required to be removed, and Lessor may reenter and take possession of the Leased Premises and all remaining Improvements. Termination under this paragraph shall not relieve Lessee, or any of its guarantors, Insurers, or sureties, from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee, or any other relief available to Lessor.

B. Reentry Without Termination. Lessor may, at Lessor's election, reenter the Leased Premises, and, without terminating this Lease, at any time and from time to time relet the Leased Premises and improvements or any part of them, for the account and in the name of Lessee or otherwise. Lessor may execute any leases made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the Leased Premises or improvements or both. Lessor shall apply all rents from reletting as provided in paragraph 8.07 of this Lease. Lessee shall nevertheless pay to Lessor on the due dates specified in this Lease, the equivalent of all sums required of Lessee under this Lease, plus Lessor's expenses, less the proceeds of any reletting. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee notice of termination.

C. Recovery of Rent. Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of two percent (2%) above the prime rate charged at the time by the Wells Fargo Bank in Bethel, Alaska, or the maximum legal rate, whichever is less, from the due date of each installment. If Lessor elects to relet the Leased Premises without terminating this Lease, the proceeds of such reletting shall be applied, when received, as provided in paragraph 8.07 of this Lease.

D. Lessee's Personal Property. Lessor may, if Lessee failed to remove personal property, and/or Lessee's improvements within the time allowed in paragraph 4.12, use Lessee's personal property, Lessee's improvements and trade fixtures on the Leased Premises, or any of such property and fixtures, without compensation and without liability for use or damage, or store them for the account and at the cost of Lessee.

E. Damages. Lessor shall also be entitled, at Lessor's election, to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination and the time the Leased Premises are relet; provided that Lessor shall exert reasonable efforts to relet the Leased Premises; (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, brokerage, maintenance, repair, cleaning and similar costs incurred by Lessor.

8.06 Assignment of Subrents. Lessee assigns to Lessor all subrents and other sums falling due from sublessees, licensees and concessionaires (referred to as "Sublessees" in this paragraph 8.06) during any period in which Lessor has the right under this Lease, whether exercised or not, to reenter the Leased Premises for Lessee's default and Lessee shall not have any right to such sums during that period. This assignment is subject and subordinate to any and all assignments of the same subrents and other sums made before the default in question to a Qualified Mortgagee under any Leasehold Mortgage permitted by provisions of this Lease relating to purchase or construction of improvements for the Leased Premises. Lessor may at Lessor's election reenter the premises and improvements with or without process of law, without terminating this Lease, and either, or both, collect these sums or bring actions for the recovery of the sums directly from Sublessees. Lessor shall apply all such collected subrents as provided in paragraph 8.07. Lessee shall nevertheless pay to Lessor on the due dates specified in this Lease the equivalent of all sums required of Lessee under this Lease, plus Lessor's expenses, less the sums assigned and actually collected under this paragraph 8.06. Lessor may proceed to collect either the assigned sums or Lessee's balances, or both, or any installment or installments of them, either before or after expiration of the Lease Term, but the period of limitations shall not begin to run on Lessee's payments until the due date of the final installment to which Lessor is entitled under this Lease, nor shall it begin to run on the payments of the sums assigned under this paragraph 8.06 until the due date of the final installment due from the respective Sublessees.

8.07 Application of Sums Collected by Lessor. Lessor shall apply all subrents and proceeds of reletting as follows: first, to the payment of reasonable expenses (including attorneys' fees and brokers' commissions or both) paid or incurred by or on behalf of Lessor. In recovering possession, placing the Leased Premises and improvements in good condition, and preparing or altering the Leased Premises or improvements for reletting; second, to the reasonable expense of securing new lessees; third, to the fulfillment of Lessee's covenants to the end of the Lease Term; and fourth, to Lessor's uses and purposes.

8.08 Costs. In the event Lessee shall be in default in the performance of any of its obligations under this Lease, and Lessor takes any action to enforce this Lease, including, but not limited to, court action, Lessee shall pay Lessor all the expenses incurred by Lessor in taking such action including full and reasonable attorneys' fees.

ARTICLE 9
GENERAL PROVISIONS

9.01 Lessor's Right to Entry, Inspection and Repair. Lessor may enter and inspect the Leased Premises, other than the interior of Lessee's Improvements, at any time during regular business hours, with or without the presence of Lessee or its authorized representative, after giving twenty-four (24) hours advance notice to Lessee of such inspection. To protect the confidentiality of Lessee's clients, Lessor may not enter or inspect the interior of Lessee's Improvements, except in an emergency or upon agreement by Lessee, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Lessor may enter and inspect the Leased Premises on reasonable notice to Lessee (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Lessee, as may be necessary to avert or terminate the emergency. An emergency is any action,

event, or condition, either extant or imminent, that threatens significant damage to property or injury to persons on or near the Leased Premises, and includes but is not limited to, flood, fire, explosion, avalanche, earthquake, uncontrolled or dangerous discharge or release of water or other fluids, unauthorized or illegal placement of hazardous or toxic materials on the Leased Premises, and shifting settling or loss of earth or support on the Leased Premises. The provisions of this paragraph 9.01 apply to Lessor solely in its capacity as Lessor hereunder and not in any other capacity.

9.02 Notices. Any notice, other than notice of default under subparagraphs 8.02.A and 8.02.B of this Lease, or demand to Lessor or Lessee provided for in this Lease may be given sufficiently for all purposes in writing, mailed by first class mail and addressed to such party or its agent at its mailing address specified herein or at the last such address specified by such party in writing to the other, or may be delivered personally within the State of Alaska to such party or its agent. Except as otherwise expressly provided herein, such notice shall be conclusively deemed to have been given on the date of such mailing or personal delivery. When the Lessee is more than one person or entity, any notice given by Lessor to any of them shall constitute notice to all of them, and any agreement or approval with or in favor of Lessor made or given by any of them shall bind all of them.

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

9.04 Integration and Amendments. Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of Lessor and Lessee with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. No amendment or other modification of the provisions of this Lease shall be effective unless incorporated in a written instrument duly executed and acknowledged by Lessor and Lessee.

9.05 Survival and Severability. The rights and obligations of Lessor and Lessee provided in paragraphs 4.05 and 4.10 through 4.12, except to the extent expressly varied or superseded by a subsequent instrument executed by Lessor and Lessee, shall survive the expiration or earlier termination of this Lease. If any provision of this Lease is held to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, other than at the initiative or with the support of Lessor, within thirty (30) days after receipt of written notice of such holding Lessor shall have the right and option, exercisable by written notice thereof to Lessee, to terminate this Lease effective as of the date of such written notice of exercise. It is understood and agreed that otherwise this Lease, except for such provision so held to be void or otherwise unenforceable, shall remain in full force and effect.

9.06 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. The designations

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

9.07 Lessor's Authority to Convey Fee Title. Lessor retains the absolute and unconditional right to convey fee title in the Leased Premises or an interest or estate therein, subject to this Lease and the interest of any Qualified Mortgagee.

9.08 Lessee's Authority to Execute Lease. The Lessee represents that the person signing this Lease on its behalf, its President/Chief Executive Officer ("CEO"), has been duly authorized by Lessee's Board of Directors to sign this Lease on behalf of the Lessee.

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

9.10 Execution and Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

9.11 Governing Law/Construction. This Lease shall be construed and governed by the laws of the State of Alaska. This Lease was negotiated between the parties and shall not be strictly construed against either party. In the event that a question, dispute, or requirement for interpretation or construction should arise with respect to this Lease, jurisdiction and venue shall lie exclusively with the Superior Court in the Fourth Judicial District for the State of Alaska, at Bethel, Alaska.

9.12 Waiver of Sovereign Immunity. Lessee expressly waives, relinquishes, and promises not to assert as a defense its sovereign immunity or any other form of immunity for the purpose of enforcing this Lease. Lessee's relinquishment and waiver herein is limited to the sole purpose set forth in the preceding sentence.

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

DATED: 5/24/04

CITY OF BETHEL
By: _____
Its Mayor
Printed Name: Hugh Short, Jr._____

DATED: 5/24/04

LESSEE
Yukon Kuskokwim Health Corporation
By: _____
Its: President/CEO
Printed Name: _ Gene Peltola

_____

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

BILL OF SALE

For $10.00 in cash, the City of Bethel assigns to Yukon Kuskokwim Health Corporation, an Alaska corporation, all of its right, title and interest in two buildings commonly known as the Phillips Alcohol Treatment Center ("PATC Buildings"), including all improvements, appliances and furniture contained in the PATC Buildings, without any representations or warranties whatsoever, including but not limited to warranty of fitness for a particular purpose, warranty of merchantability, warranty of condition, or implied warranties, or warranties or representations from course of dealing or trade usage.

CITY OF BETHEL

By: Robert E. Herron
Printed Name: ROBERT E. HERRON
Title: CITY MANAGER
Date: 5-24-04

CITY OF BETHEL
CITY ATTORNEY'S OFFICE
P.O. Box 1388
Bethel, Alaska 99559
Phone: 907-543-2047
FAX: 907-543-2936

COPY

July 22, 2013

Yukon-Kuskokwim Health Corporation
Attn: Dan Winkleman
PO Box 528
Bethel AK 99559

Re: PATC Lease

In reviewing all of its leases, the City has determined the Lease between the City and YKHC for the Phillips Ayagnirvik Treatment Center has expired. At this point the lease is on a month-to-month provision as per section 4.13 of the original lease.

This is a notice that effective September 1, 2013, the Lease amount will increase to Three Hundred ($300) per month. If YKHC wishes to enter into new Lease please advise so a new lease can be proposed. Otherwise we will continue the month-to-month situation for the foreseeable future.

If you have any questions or wish to discuss this matter, please do not hesitate to contact me at the number above.

Sincerely,

Patty Burley
City Attorney

cc: City Manager; Finance Director

Sam Chung

Landromat

No one in the City seems to have a copy of the lease agreement.

From: "Lee Foley" <lfoley@cityofbethel.net>
To: "Laurie Walters" <lwalters@cityofbethel.net>
Date: 08/25/2009 01:43 PM
Subject: Sam Chung

Hi, Laurie:

Sam Chung came to see me today after paying September's lease payment of $800.00 for the land underneath the old laundromat building.

As he and I originally agreed, he would start making payments June 1 and every month thereafter. Subsequently, he and I met and changed that agreement to start August 1 and he honored that and now has made his second lease payment that would have been due September 1. Neat that he paid early.

I explained all this to Jonna when we received his first payment on August 1 and told her that because our agreement had changed, the first $800 she received would be applied for his August payment and that he would not be billed for June and July. Evidently she misunderstood because Sam said he received a letter from her stating that he still owed a July payment, or something to that effect. He rcvd an invoice I mailed for July before Lee talked to me - Jonna

As of today, per his and my agreement, he is current having made his payments and obtained receipts for August and September.

Would you so advise Jonna?

Jonna, would you see that this is taken care of? I told Lee I was sure it was just an oversight that occurred because of the tremendous amount of backlog you returned to.

Thanks.

Warmest Regards,
Lee M. Foley
City Manager
Bethel, Alaska 99559
907-543-1373 (Ph)
907-543-1394 (Fax)
907-545-0143 (Cell)

"Regional Maritime Hub of the Kuskokwim River"

Please let me know when it is fixed.

Thanks
Laurie

Attachments:

File: ATT00002.txt	Size: 2k	Content Type: text/plain
File: ATT00003.html (Shown Inline)	Size: 2k	Content Type: text/html

CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2297
Fax: 907-543-4171

June 5, 2009

Mr. Sam Chung
Post Office Box 3067
Bethel, Alaska 99559

RE: Lease of City Property

Dear ~~Mr. Chung:~~ Sam

I wrote to you on September 19, 2008 and discussed your leasing of the property owned by the City of Bethel on which the former Laundromat resides. I explained that, based on a current appraisal, the monthly lease payment would be $800.00 per month. My letter went on further to state that if you didn't wish to move forward with a leasing agreement, the City would require a plan for the removal of your building within 30-45 days from September 19, 2008.

Subsequently, you and I met in my office and agreed that you did want to lease the property and that the City would not start charging the lease payment until May-June 2009. Since we are now at that time frame, an invoice is enclosed for the first month's lease for June 2009. Henceforth, the monthly lease payment will be due on, or about, the first of each month.

If you have any questions, or concerns, please feel free to contact me.

Sincerely,

Lee

Lee M. Foley
City Manager

Cc: Planning Commission
Laurie Walters, Finance Director

Enclosure

Memorandum of Agreement

Between the City of Bethel and Orutsararmiut Native Council

on the Transfer of the Senior Center and its Service Responsibility

This Memorandum of Agreement (MOA) between the City of Bethel (City) and Orutsararmiut Native Council (ONC) is intended to facilitate the transfer of the Senior Center, senior service responsibilities, and pertinent assets related to the provision of services at and through the Center from the City of Bethel to the Orutsararmiut Native Council. All assets and lease arrangements mentioned in this Agreement pertain to the transfer of the Senior Center from the City to ONC for the express purpose of ONC providing services to low-income seniors and other qualified individuals beginning on September 1, 2005 and continuing indefinitely.

The City of Bethel has been awarded two grants from the State of Alaska, Department of Health and Social Services, that support the provision of senior services: (1) Nutrition, Transportation and Support Services grant, and (2) Home and Community Based Care grant. This MOA is contingent on the State of Alaska, Department of Health and Social Services, awarding the same or similar grants to ONC for the provision of senior services during Fiscal Year 2006.

Notwithstanding the exceptions mentioned herein, it is the intent of the City of Bethel to transfer ownership of the Senior Center Buildings and improvements, (e.g., walkways and fencing) to the Orutsaramiut Native Council. The Orutsararmiut Native Council will be responsible for the maintenance, repairs, and improvements to the Senior Center buildings, contents of the buildings, and other assets referenced in this agreement beginning on September 1, 2005. This duty of care includes all required inspections (e.g., sprinkler & fire panels, fire extinguishers, range hood, and elevator) and maintenance and repair necessary to meet all state and federal regulations pertaining to employee and public health and safety.

Aside from the cash subsidies and in-kind donations described in this agreement, the City of Bethel will not be responsible for costs or other financial obligations incurred by ONC relative to the operation of the Senior Center and the provision of Senior Services to the community.

Parties to this Agreement

City of Bethel	Orutsararmiut Native Council
P.O. Box 1388	P.O. Box 927
Bethel, AK 99559	Bethel, AK 99559
907-543-2297	907-543-2608

Provision of Senior Services

This Agreement transfers the responsibility of operating the Senior Center and providing services to eligible individuals from the City to ONC. The Orutsararmiut Native Council will continue to provide services to low-income seniors over 60 years of age, minorities, and those living in a rural area as specified for recipients of Nutrition, Transportation, and Support Services grants

administered by the State of Alaska, Department of Health and Social Services. The Chrissie Shantz Adult Day Care program will continue to operate in its present or improved form to serve eligible seniors, those at risk of institutionalization, individuals with disabilities, and others who qualify under the Home and Community Based Care grant program administered by the State of Alaska, Department of Health and Social Services.

Financial Support
The City of Bethel will provide a cash subsidy to ONC in the following amounts and for the following years: $200,000 in Fiscal Year 2006, ending June 30, 2006; $150,000 in Fiscal Year 2007, ending June 30, 2007; and $75,000 in Fiscal Year 2008, ending June 30, 2008. While these amounts represent a minimum cash distribution from the City, with proper justification and subsequent approval by the Bethel City Council, ONC may receive up to a maximum amount of $200,000 in Fiscal Years 2007 and 2008. The City will not give any cash subsidies to ONC in any fiscal years after the conclusion of Fiscal Year 2008, ending June 30, 2008.

The amount of the cash subsidy over the minimum amounts for Fiscal Year 2007 and 2008, but less than the $200,000 cap, is not automatically approved. The ONC Executive Director or his or her designee must show documentation that reasonable and relevant operating expenses will be incurred in excess of the ability of ONC to pay such expenses through its anticipated revenue streams and administration of funds passing through its organization. A request to the City Manager for an increase in the cash subsidy must be submitted in writing with supporting documentation attached. The City Manager will put the request on the agenda of the soonest regularly scheduled City Council meeting. Once the Bethel City Council approves a $50,000 increase, ONC may spend up to that amount before another approval is required for an additional $50,000 installment. Cash disbursements to ONC shall be made by the City Manager within 10 working days of Bethel City Council's approval. The City will fulfill its CDBG obligations for window siding and other weather related repairs

Land
The land on which the Senior Center sits will be leased by the City of Bethel to the Orutsararmiut Native Council at the rate of $1.00 per year for the duration of the time that ONC operates the Center by providing services to low-income elders and other qualifying individuals. The details of the lease arrangement will be spelled out in a legal contract, signed and dated by both parties.

Senior Center Buildings
The Senior Center Buildings, located at 127 Atsaq Way in Bethel, Alaska, will be used by ONC for the express purpose of providing services to low-income seniors and other qualified individuals as delineated under the section: *Provision of Senior Services*. The buildings shall remain in use for the express purpose of providing senior services.

Vehicles
The title of the following vehicles will be given to the Orutsararmiut Native Council:

1. Ford Bronco (1993)
2. Thomas Build Freightliner mid-size bus (2001)

3. Narrow body cutaway van/bus with wheelchair lift (expected to be received by the City during summer 2006 through a Section 5310 grant award by the State of Alaska, Department of Transportation and Public Facilities (DOT&PF))

The transfer of ownership of the narrow body cutaway van/bus is contingent on City Council's formal acceptance through a resolution and a signed agreement with the State of Alaska, Department of Transportation and Public Facilities, acknowledging the transfer of ownership from the City to ONC. Per the grant agreement with DOT&PF, the van/bus must be used for the provision of senior services until such time as a public transit system becomes operational. Once a public transit system becomes operational, the van/bus must become a public transit vehicle, serving the general public as part of the transit system.

Contents of the Senior Center Buildings
The City-owned contents inside the Senior Center building will be transferred to ONC for the provision of senior services, including major kitchen appliances (e.g., refrigerators, freezers), furniture (e.g., couches, chairs, tables), electronic equipment (e.g., television, stereo, computers, printers), exercise equipment, and other material goods currently found in the Senior Center.

In-kind Contributions
To help ONC provide senior services through the Senior Center; the City shall contribute the following in-kind services to ONC:

1. Water, sewer, and trash pick-up services for the duration of the time ONC provides senior services through the Senior Center
2. Routine maintenance and major repairs to the Thomas Freightliner bus at an estimated cost of $8,000 per year for a period of five years, ending on June 30, 2010.
3. Routine maintenance and major repairs to the narrow body cutaway van/bus with wheelchair lift (if received by the City during summer 2006 through a Section 5310 grant award by the State of Alaska, Department of Transportation and Public Facilities (DOT&PF)) for a period of seven years, ending on June 30, 2012.
4. The ONC will be responsible for the maintenance and major repairs of the Ford Bronco.
5. Routine maintenance and major repairs to the Senior Center boiler for a period of one year, ending on June 30, 2006. Maintenance and repairs to the boiler after June 30, 2006 will be the responsibility of ONC.

Senior Advisory Board Membership
The City of Bethel shall retain one seat on the Senior Advisory Board, as it currently stands, or other citizen body created to provide advice to program administrators. The person occupying that seat will be appointed by Bethel City Council.

Signatures

The signatures below of the highest elected official and highest ranking administrator from the City of Bethel and Orutsararmiut Native Council validate this Memorandum of Agreement and obligate both parties to the terms herein.

City of Bethel		**Orutsararmiut Native Council**	
H. Dyment	8-16-05	Henry J Hunter Sr	
Highest Elected Official	Date	Highest Elected Official	Date
Hugh Dyment Mayor		Henry J Hunter Sr	
Printed Name and Title		Printed Name and Title Chair - ONC	
Donald Baird	8-16-05		8/16/05
Highest Ranking Administrator	Date	Highest Ranking Administrator	Date
City Manager		Executive Director	
Donald. Baird	8-16-05	FLORA OKKUN	8/16/05
Printed Name and Title	Date	Printed Name and Title	Date

Mayor's Report

Manager's Report

PORT OF BETHEL

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

TO: Bethel City Council

FROM: Peter A. Williams: Acting City Manager/ Port Director

SUBJECT: City Managers Report

Listed below are some of the action items and activities that I've been working on and involved in, for the period of May 27 to June 10th 2014

CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

PROJECTS:

- **YK Aquatic Center –** Regular weekly teleconference meeting between the Project Management Team and the City Administration are held each Friday at 0900. The following items are germane:
  1) Information is in the council's packet.

- **H-Marker Lake Rd.** – To date we have not received any responses from the property owners that have land needed for this road.

- **Ridgecrest Rd.-** DOT is waiting for the results of the traffic study.

- **Miscellaneous**
  1) **CBA Negotiations –** The city's neg. team meet with Union reps. and we agreed on some points but the Union proposed increases in wages and benefits the administration did not agree too.
  2) **Sewer Lagoon –** Gov. Parnell passed the capital budget with no vetoes. There was $700,000for the lagoon in the capital budget. We haven't been officially notified that we have received the funds yet.
  3) **Personnel**
     - **Public Works:** We have hired Greg Sargent as the Public Works Director and he should be here at the end of June.
     - **P.D –Police Chief-** We are waiting for a good time to invite the candidates too Bethel for a personal interview.
     - **H.R. Position-** We have received four applications for this position. The City Clerk is keeping track of the applicants.
     - **Tower Rd-** Invoices were sent for post due and current charges that the F/W owes for rent,
     - **RFP's-** Background Checks due June 5th ; To haul scrap metal from the landfill due June 9th.
     - **Senior Citizen Ctr. –** ONC has given notice that they will close the center June 30th and has notified AVEC to shut the power off. On June 30th.The Acting PW director and myself looked over the building and we estimate it will cost approximately $ 50,000 in fuel and electricity, plus maintenance, to keep the building in good shape after it is closed.

PORT OPERATIONS

- We received three bids for the SBH Dredging Project. The Project Management team, DOWL - HKM and I, will have meeting with the successful bidder later this month.
- The SBH was in operation May 22nd with a full crew working 24/7 hrs.
- Building was removed at 208 East Ave.
- City dock is up and running with the first barge arriving on May27th
- Surveyors working on the design plans for the East timber wall completed there work.
- First fuel barge arrived.

ProDev
Project Development Associates

Monthly Construction Report – May 2014

Date: May 31, 2014
Project: YK Aquatic Center, Bethel, Alaska

Budget

Change Orders – No change orders processed this month. As reported last month anticipate small cost proposal (+/-$10,000) from contractor for misc betterments and items requested by the Fire Chief. Funds already budgeted for these items.

Project Management – Administration

Safety – No accidents or recordable incidents to date.

Quality Control/Quality Assurance – Coordination with City Hall, Public Works and the Contractors is ongoing. No exceptions or conflicts are anticipated.

- Turbine – At the request of ProDev, Contractor eventually responded to questions and installation concerns. Contractor verified startup/commissioning will be in accordance with factory policies and procedures. Await full submittal of installation and commissioning reports prior to final acceptance.
- Finishes – Ongoing coordination with Contractor for procurement and installation of misc finish items, drafted key plan, etc.

- Commissioning – Monthly meetings to prepare for mechanical and electrical system startup are underway. The contractor has a mechanical engineer leading the effort.
- Pool Concrete – Contractor to provide engineer reviewed and approved repair procedures, for detailed review.

Electrical Easement - 5/23/14 Lenny Welch of AVEC advised that he will not connect permanent power until the easement on City land is granted.

- Plat for easement on City land completed in March, plat ready for planning commission approval.
- The Planning committee has been notified of the critical nature of the easement request from AVEC. Delay may give the contractor grounds to claim cost or schedule impacts.
- A special meeting of the Planning committee scheduled for Monday June 2.

Pool Operations

- ProDev and a representative from City Hall visited the operator's main office in Georgia and preformed a due diligence inspection/audit. Visit was well received and productive, the operator is a professional firm managing over 150 pools across the country.
- ProDev working with operator preparing start-up plan and budget to be incorporated into their contract. Anticipate draft contract for Council review and approval in June.
- Operator tentatively scheduled to visit the jobsite in mid-June.
- Bev Hoffman of Kuimarvik confirmed that they are interested in serving as a pool advisory group. Kuimarvik and City Clerk to formalize relationship soon after operator is under contract.

Furnishings Fixtures and Equipment

Fitness Equipment

- YKHC Diabetes Prevention and Control Program approved $196,969 for fitness and exercise equipment. Great News.
- A request for proposals to supply and install equipment was published at the ed of the month, proposals are due June 30.

Rasmuson Foundation grant request submitted, await reply, hopefully late June.

- Rasmuson funds to be applied to furnishings, equipment and small goods. Most of which are available through pre-approved government purchasing programs.
- Rasmuson representatives stressed their interest and the importance of some funding be designated for art.

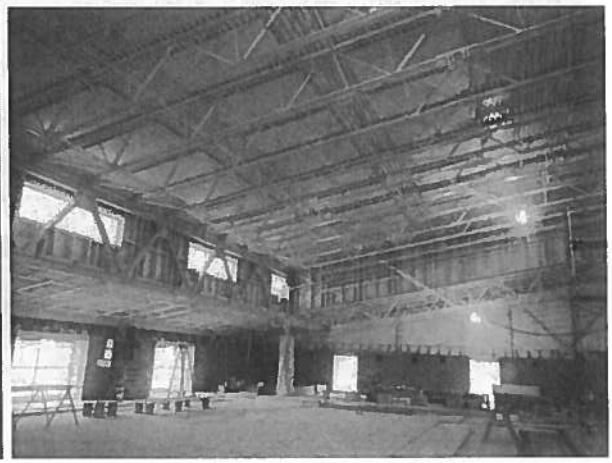
Schedule

No change, substantial completion scheduled for Sept 30.
For the City Sept and Oct to be busy with training, furniture installation and move in.

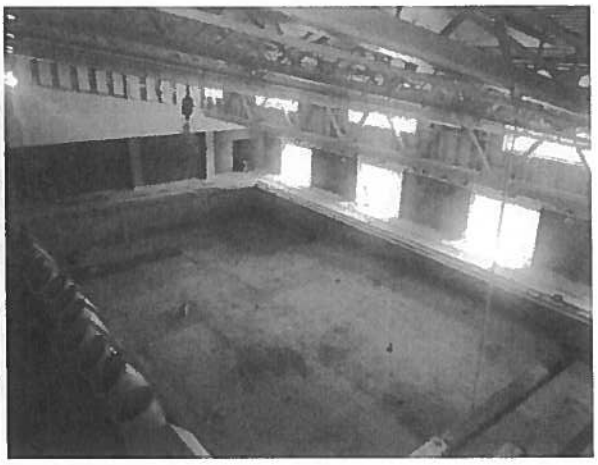
ProDev
Project Development Associates

Construction

Week of 05/05 – Pool and mechanical piping installation ongoing. Under building soffit installation and trim. Natatorium painting. Main corridor wall prime and sanding. Locker room partitions and accessory installation.



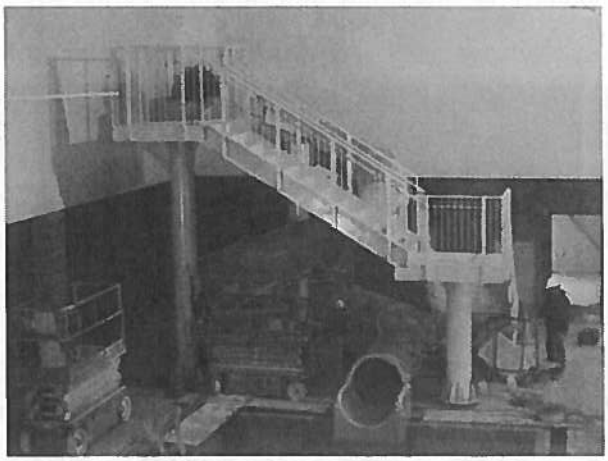
Week of 05/12 – Above work ongoing. Sound panel installation in natatorium. Fabricate roof panels. Electricians pulling wire. Water slide install underway.



Week of 05/19 – Roof insulation and trim. Water slide installation. Remove temp deck from pool. Pool chemical system roughin.

ProDev
Project Development Associates

Week of 05/26 – Above work ongoing, lighting installation in natatorium, slide complete.



Upcoming Activities

- Roofing ongoing.
- Interior finish ongoing.
- Turbine electrical connections.

Safety – *When visiting the site, please schedule site visits through Mike Nevenzel. Also, please remind everyone involved to take an extra moment to proceed with caution, construction sites can be dangerous and we all want a safe jobsite with ZERO INJURIES.*

-End of Report-

Management Team Reports

MEMORANDUM

DATE: June 2, 2014

TO: Pete Williams, Acting City Manager

FROM: George Young, Fire Chief

SUBJECT: Manager's Report – Month of April, 2014

Programs/Divisions

- All vehicles are up and running with the exception of the 1972 Engine-2 which has serious, terminal problems with its Cummins Diesel engine. The new Fire Engine granted to us by the Governor's Capital Budget will be here probably midsummer and is sorely needed as we currently only have one real Fire Engine with a substantial water supply. Help from the Public Works Water drivers is superb but it does take them a few minutes to mobilize at night, and wintertime is hard on all of us.

- We have some ongoing building modifications to take care of this summer as a result of our freeze up of last year. This freeze up was Not due to failure of the Contractor that did our work but instead due to a frozen lift station outside the Fire Department building that went unnoticed by all. Damage is relatively minor but will take some time this summer to fix properly.

Staffing Issues/Concerns/Training

- We have a vacant unfunded Firefighter/EMT I position so after only enjoying full staffing for a few months we lost our person and were then asked by then City Manager Lee Foley to not fill the position. I agreed in order to help with what we knew would be a tough budget year but am now having second thoughts as I have seen positions funded for the City that are not nearly as important to the safety of the Public. Perhaps if the news about the loss of revenue from the switch to the AVEC owned and operated power plant is not as grim as we are beginning to believe we may still get our position funded. As it stands now, we are back to limited abilities to allow paid staff to take PTO whether annual or sick….we only have so many people to cover the shifts and this always happens where workers who earn leave cannot use it when they would like. We have State mandated minimum staffing requirements for the Advanced Life Support Ambulances we are certified at and the National Fire Protection Association has minimum staffing requirements for responding to a working fire from the station.

- An EMT meeting was held on May 20th in the evening at the Fire Station. A review of recent ambulance runs was conducted followed by training in pediatric (very young kids) pulse less cardiac arrest. Not a happy scenario for anyone who has ever had to face it but it is a necessity to keep our training levels high for such incidents. Small infants are especially hard to work on in the field and certain things have to be done rather than just rush to the hospital. EMT instructor ran the simulated "codes" and went over our pediatric hypothermia and cold water drowning State guidelines again as we had on May 6. We get a lot of calls this time of the year for people in the water and hypothermia can occur in just minutes.

- An EMT meeting was held on May 6 in the evening at the Fire Station. Training for the evening consisted of going over recent ambulance calls as always followed by training in Hypothermia in general for all patients with another emphasis on pediatrics and their special needs.

- A Fire meeting was held on May 22nd in the evening at the Fire Station. A review of recent fire calls was conducted followed by a tour of the new Swimming Pool and it's safety alarm panel, our access to critical areas, staging of fire trucks and access to the Fire Department's sprinkler connection, and the critical utilities shut off panel opened only with a special key.

- A Fire meeting was held on May 8 in the evening at the Fire Station. We conducted a review of recent fire calls but the important testing of the night was mandatory OSHA annual hearing testing for those that missed it during the day because of their work schedule. All our files are now up to date and subject to a positive OSHA inspection. We also went over our wildland (tundra fire) personal gear. We switch to a lighter gear for fighting tundra fires in the summer as opposed to the heavy three layer gear for structural fire fighting.

Budget/Financial

- The department is operating within its allocated overall budget although with the recent input several months of purchases all at once we have been fooled into thinking we had more funds available than we actually did. Finance Director Hansel Mathlaw is getting firm control over the actual numbers and we appreciate him for his extra effort so we know where we stand.

PRESS RELEASE

City of Bethel Fire Department
320 Chief Eddie Hoffman Highway
P.O. Box 1388
Bethel, Alaska 99559
Contact: George S. Young, Fire Chief
Phone: (907) 543-2131
FAX: (907) 543-2702
Cell: (907) 545-4998

FOR IMMEDIATE RELEASE

On 05-01-14 at 8:15 a.m. medics responded to Chief Eddie Hoffman Hwy for the report of a female unable to walk. The patient refused transported. She was transported by officers.

On 05-01-14 at 1:34 p.m. firefighters responded to Chief Eddie Hoffman Hwy for the report of a grass fire. On arrival, the fire was out. Firefighters returned to quarters.

On 05-01-14 at 4:12 p.m. medics responded to Akakeek Street for the report of a female not responding. The patient was assessed and transported to the hospital.

On 05-01-14 at 6:30 p.m. medics responded to LuLu Heron for the report of a female bleeding. The patient was assessed and transported to the hospital.

On 05-01-14 at 10:00 p.m. medics responded to the Joe Lomack Building for the report of an intoxicated male unable to walk. The patient was assessed and transported to the hospital.

On 05-01-14 at 10:35 p.m. medics responded to Ridgecrest Drive for the report of a female with a bloody nose needing assistance. On arrival, the patient refused transport and requested officers. Officers were called. Medics returned to quarters.

On 05-02-14 at 6:19 p.m. firefighters responded to Atsaq Street for the report of a grass fire. Upon arrival, firefighters found that grass had caught fire from a can containing cigarette butts. The fire was extinguished by a neighbor and the deck had embers that were extinguished by fire fighters.

On 05-02-14 at 7:56 p.m. medics responded to 3rd Avenue for the report of a motor vehicle accident. Upon arrival, medics found four people involved in the accident. All four stated they were not hurt and refused treatment and transport. Medics returned to the fire station.

On 05-03-14 at 11:25 a.m. medics responded to Akiak Street for the report of an intoxicated male who would not wake up. Upon arrival, medics found a male who was intoxicated. The patient was assessed and transported to the hospital.

On 05-03-14 at 2:13 p.m. medics responded to Alder Street for the report of a female who had been assaulted. Upon arrival, medics found a female who had been assaulted. The patient was assessed and transported to the hospital.

On 05-03-14 at 3:00 p.m. firefighters responded to Tundra Ridge for the report of a grass fire. Upon arrival, firefighters found an area of grass that had burned and had a few smoldering spots. The hot spots were extinguished.

On 05-03-14 at 4:10 p.m. medics responded to Mission Road for the report of a woman with chest pain. Upon arrival, medics found a female complaining of chest pain. The patient was assessed and transported to the hospital.

On 05-03-14 at 7:32 p.m. medics responded to Jacobs Way for the report of man with blood on his ear. Upon arrival, medics found a male with a cut on his ear. The patient was assessed and transported to the hospital.

On 05-04-14 at 1:00 p.m. medics responded to the airport for the report of a male with a broken leg. The patient was assessed and transported to the hospital.

On 05-04-14 at 1:41 p.m. medics responded to East Avenue for the report of a male with chest pain. The patient was assessed and transported to the hospital.

On 05-04-14 at 4:40 p.m. medics responded to 6th Avenue for the report of an intoxicated female patient not responding. The patient was assessed and transported to the hospital.

On 05-04-14 at 5:58 p.m. firefighters responded to Osage Drive for the report of a steam house on fire. On arrival, the homeowner had extinguished the fire. Firefighters returned to quarters.

On 05-04-14 at 8:10 p.m. medics responded to Ridgecrest Drive for the report of a male patient with a broken ankle. The patient was assessed and transported to the hospital.

On 05-05-14 at 1:08 a.m. medics responded to East Avenue for the report of a male having trouble breathing. The patient was assessed and transported to the hospital.

On 05-05-14 at 1:15 p.m. medics responded to Ridgecrest Drive for the report of an intoxicated female who was unable to walk. Upon arrival, medics were unable to locate the individual and returned to quarters.

On 05-05-14 at 2:15 p.m. medics responded to Ridgecrest Drive for the report of a male who was bleeding from his mouth. The patient was assessed and treated, but refused transport to the hospital. Medics returned to quarters.

On 05-05-14 at 11:20 p.m. medics responded to the hospital for a patient transport. The patient and medevac crew were transported to the airport to an awaiting aircraft.

On 05-06-14 at 1:07 a.m. medics responded to Weber Circle for the report of a female who was experiencing heart problems. The patient was assessed and transported to the hospital.

On 05-06-14 at 6:26 a.m. medics responded to Ptarmigan Road for the report of a female who was experiencing chest pain. The patient was assessed and transported to the hospital.

On 05-06-14 at 10:41 a.m. medics responded to Kasayuli Subdivision for the report of an elderly female who had fallen. The patient was assessed and transported to the hospital.

On 05-06-14 at 3:06 p.m. medics responded to 6th Avenue for the report of an intoxicated male not responding. On arrival, medics found two intoxicated males not responding. Both patients were assessed and transported to the hospital.

On 05-07-14 at 5:30 p.m. medics responded to Kasayuli Subdivision for the report of a man with a dislocated hip. Upon arrival, medics found a male who was complaining of hip pain. The patient was assessed and transported to the hospital.

On 05-07-14 at 7:30 p.m. medics responded to Uiviq Subdivision for the report of a man with trouble breathing. Upon arrival, medics found a male complaining of difficulty breathing. The patient was assessed and transported to the hospital.

On 05-07-14 at 10:16 p.m. medics responded to Kilbuck Street for the report of a woman in water. Upon arrival, medics found a female who stated she was fine. The patient was assessed and transported to the hospital.

On 05-08-14 at 4:22 p.m. medics responded to the Sobering Center for the report of a patient not responding. The patient was assessed and transported to the hospital.

On 05-08-14 at 10:18 p.m. medics responded to 3rd Avenue for the report of a male patient not getting up. On arrival, the patient was found to be intoxicated and had no medical issue. The male was transported by police. Medics returned to quarters.

On 05-09-14 at 4:04 a.m. firefighters responded to the airport for the report of an automatic fire alarm sounding. While enroute firefighters were advised to stand down. There was no fire. Firefighters returned to quarters.

On 05-09-14 at 11:43 p.m. firefighters responded to City Subdivision for the report of heavy white smoke in the area. Upon arrival, found a steam bath was operating normally and firefighters returned to the fire station.

On 05-10-14 at 2:37 p.m. firefighters responded to Atsaq Street for the report of a grass fire that had been started by children. Upon arrival, the fire had already been extinguished. The area was overhauled and firefighters returned to quarters.

On 05-10-14 at 4:10 p.m. firefighters responded to Seventh Avenue for the report of a fire that had burned the side of a home, but had been extinguished by the tenants. Upon arrival, firefighters overhauled the area and then returned to quarters.

On 05-11-14 at 9:00 a.m. medics responded to Atsaq for report of person with Eye pain. On scene patient was assessed and transported to the hospital.

On 05-11-14 at 11:58 p.m. medics responded to TWC for report of person with cut on their head. Patient was assessed and then transported to hospital.

On 05-11-14 at 1:11 p.m. medics responded to Wildlife lane for report of person with abdominal pain. Patient was assessed and transported to the hospital.

On 05-11-14 at 6:19 p.m. medics responded to Hageland Aviation for report of person coming in with broken leg. On scene patient was assessed and transported to the hospital.

On 05-11-14 at 7:18 p.m. medics responded to Akiak drive for report of person feeling weak. Patient was assessed and transported to the hospital.

On 05-11-14 at 8:04 p.m. medics responded to 7th ave for report of person drinking for 5 days. On scene patient was assessed and refused transport to the hospital. Medics returned to quarters.

On 05-11-14 at 8:40 p.m. medics responded to 2nd road for report of person who ingested unknown amount of pills. Patient was assessed and transported to the hospital.

On 05-13-14 at 9:59 a.m. medics responded to Atsaq Street for the report of a female having chest pain. The patient was assessed and transported to the hospital.

On 05-13-14 at 12:09 p.m. medics responded to Ridgecrest Drive for the report of an intoxicated female not responding. On arrival the patient woke up and refused transport. Medics returned to quarters.

On 05-13-14 at 2:19 p.m. medics responded to Akiak Drive for the report of a male who fell and hit his head. The patient was assessed and transported to the hospital.

On 05-13-14 at 8:57 p.m. firefighters responded to Tundra Ridge for the report of a grass fire. On arrival, firefighters extinguished the fire. Firefighters returned to quarters.

On 05-13-14 at 10:15 p.m. medics responded to East Avenue for the report of an intoxicated unresponsive female. The patient was assessed and transported to the hospital.

On 05-13-14 at 11:17 p.m. medics responded to Atsaq Street for the report of a female having chest pain. The patient was assessed and transported to the hospital.

On 05-14-14 at 12:43 p.m. medics responded to the airport for the report of a male who was not acting normally. The patient was assessed and transported to the hospital.

On 05-14-14 at 1:29 p.m. medics responded to the Community Health Services Building for the report of a male who was experiencing chest pain. The patient was assessed and transported to the hospital.

On 05-14-14 at 6:13 p.m. medics responded to Atsaq Street for the report of a female who was intoxicated. The patient was assessed and transported to the hospital.

On 05-14-14 at 11:46 p.m. firefighters responded to BIA Road for the report of black smoke visible in the vicinity of some abandoned buildings. Upon arrival, a small bonfire was extinguished and the individuals were advised against open burning.

On 05-15-14 at 12:50 a.m. firefighters responded to Chief Eddie Hoffman Highway for the report of a fire alarm activating. The alarm was found to be caused by a malfunction of the system. Firefighters returned to quarters.

On 05-15-14 at 3:17 a.m. medics responded to Ptarmigan Road for the report of a male who had possibly experienced a seizure. The patient was assessed and transported to the hospital.

On 05-15-14 at 4:26 a.m. medics responded to Ridgecrest Drive for the report of a male who had been assaulted. The patient was assessed and transported to the hospital.

On 05-15-14 at 5:20 a.m. medics responded to Akakeek Street for the report of a female who was intoxicated and not feeling well. The patient was assessed and transported to the hospital.

On 05-15-14 at 11:22 p.m. medics responded to Jacobs Way for the report of a male with a bleeding face. The patient was assessed and transported to the hospital.

On 05-16-14 at 6:09 a.m. medics responded to Atsaq Road for the report of a male with a bad knee needing transported to the hospital. The patient was assessed and transported to the hospital.

On 05-16-14 at 1:48 p.m. medics responded to Atsaq Street for the report of a woman bit by a dog. Upon arrival, medics found a female who had been bitten by a dog. The patient was assessed and refused treatment.

On 05-16-14 at 4:43 p.m. medics responded to the airport area for the report of a motor vehicle accident. Upon arrival, medics found a 22 year old male who had been in a minor accident. The patient was assessed and refused treatment.

On 05-17-14 at 10:18 a.m. medics responded to Ptarmigan Road for the report of a male with diabetes feeling very weak. The patient was assessed, treated, and transported to the hospital.

On 05-18-14 at 1:02 a.m. firefighters responded to the BIA sand pits for the report of a fire. On arrival, firefighters searched the area and did not find a fire. Firefighters returned to quarters.

On 05-18-14 at 2:12 p.m. medics responded to Ridgecrest Drive for the report of a child who crashed his bicycle. Upon arrival, medics found a male who crashed his bicycle and was complaining of shoulder pain. The patient was assessed and transported to the hospital.

On 05-18-14 at 4:44 p.m. medics responded to Kasayuli Subdivision for the report of a possible steam bath fire. Upon arrival, firefighters found a small shack that was on fire but had been extinguished. Firefighters doused the hot spots with water and returned to the fire station.

On 05-19-14 at 12:22 p.m. medics responded to Mission Road for the report of a female who was complaining of back pain. The patient was assessed and transported to the hospital.

On 05-20-14 at 4:35 p.m. medics responded to Tundra Ridge for the report of a woman with shortness of breath. Upon arrival, medics found a female complaining of difficulty breathing. The patient was assessed and transported to the hospital.

On 05-21-14 11:25 a.m. medics responded to Weber Circle for the report a female who was vomiting blood. The patient was assessed, but refused transport to the hospital.

On 05-21-14 at 1:19 p.m. medics responded to Kasayuli Subdivision for the report of a female who was dizzy and had fallen. The patient was assessed, treated and transported to the hospital.

On 05-22-14 at 11:17 p.m. medics responded to Ridgecrest Drive for the report of a male with trouble breathing. The patient was assessed and transported to the hospital.

On 05-23-14 at 8:05 a.m. medics responded to 3rd Avenue for the report of an intoxicated patient unable to get up. No patient was found. Medics returned to quarters.

On 05-23-14 at 8:16 a.m. medics responded to Chief Eddie Hoffman Hwy for the report of a male in respiratory distress. The patient was assessed and transported to the hospital.

On 05-24-14 at 11:06 p.m. medics responded to Ridgecrest Drive for the report of an intoxicated female complaining of chest pain. The patient was assessed and transported to the hospital.

On 05-25-14 at 12:46 a.m. medics responded to Front Street for the report of a female having a heart attack. The patient was assessed and transported to the hospital.

On 05-25-14 at 11:07 a.m. medics responded to the hospital for a patient transport. The patient was assessed and transported.

On 05-25-14 at 8:13 p.m. medics responded to Atsaq Street for the report of an unresponsive male. Upon arrival, medics found a male who was highly intoxicated. The patient was assessed and transported to the hospital.

On 05-26-14 at 8:26 p.m. medics responded to Atsaq Street for the report of a female complaining of a racing heart. Upon arrival, medics found a female complaining of a fast heartbeat and nausea. The patient was assessed and transported to the hospital.

On 05-28-14 at 4:48 p.m. medics responded to Ridgecrest Drive for the report of a vehicle accident. Upon arrival, the patient refused transport. Medics returned to quarters.

On 05-28-14 at 11:32 p.m. medics responded to Ridgecrest Drive for the report of an intoxicated minor who was unresponsive. The patient was assessed and transported to the hospital.

On 05-29-14 at 2:24 p.m. medics responded to the airport for the report of a female with a broken foot. Upon arrival, medics found a female with a possible broken leg. The patient was assessed and transported to the hospital.

On 05-29-14 at 11:56 p.m. medics responded to Chief Eddie Hoffman Highway for the report of an unresponsive person. Upon arrival, the patient was assessed and transported to the YKHC Sobering Center by a Bethel Police Department Community Service Officer.

On 05-30-14 at 6:25 a.m. medics responded to Second Avenue for the report of a person who was unresponsive. Upon arrival, the patient was assessed and transported to the hospital.

On 05-30-14 at 12:59 p.m. medics responded to Akakeek Street for the report of a female who was in labor. The patient was assessed and transported to the hospital.

On 05-30-14 at 10:34 p.m. medics responded to Ptarmigan Road for the report of a person who had been assaulted. The patient was assessed and transported to the hospital.

On 05-31-14 at 2:41 a.m. medics responded to the YKHC Sobering Center for the report of an unresponsive male who was vomiting. The patient was assessed and transported to the hospital.

On 05-31-14 at 6:16 a.m. medics responded to Napakiak Drive for the report of a person who was unresponsive in a vehicle. The patient was assessed, but refused transport to the hospital. Medics returned to quarters.
On 05-31-14 at 11:02 a.m. medics responded to the Hostel for the report of a female patient feinting. The patient was assessed and transported to the hospital.

On 05-31-14 at 4:05 p.m. medics responded to the Sobering Center for the report of a male patient bleeding from the head. The patient was assessed and transported to the hospital.

On 05-31-14 at 7:31 medics responded to River Street for the report of an unresponsive male patient. The patient was assessed and transported to the hospital.

On 05-31-14 at 10:02 p.m. medics responded to Alaska Airlines for the report of a patient needing to be transported to the hospital. The patient was assessed and transported to the hospital.

On 05-31-14 at 10:25 p.m. medics responded to Tundra Ridge for the report of a female having overdosed on medication. The patient was assessed and transported to hospital.

Planning Department Report

From: Rachael Pitts, Planning Director
Date: June 1, 2014

The planner has been coordinating the request from the State of Alaska for a resolution supporting some improvements at the airport. The state will propose the addition of a connector road between Apron Road and Chief Eddie Hoffman Highway. Improvements to the North Air Taxi Apron are also proposed. This was approved by the City Council on May 27th.

The department heads have attended meetings to further discuss the budget for the new fiscal year. A final budget was approved May 27th.

The planner has been reviewing Title 18 Zoning, and will recommend some changes to make the code a little easier to administer, and to update it. The Planning Commission will review these recommendations in July.

Sally Russell Cox has notified the Planning Department that Bethel has been selected by the RiskMAP Program funded by FEMA. Information about this selection is attached. No dates have been set yet for visits or meetings. Information is attached to this report.

Site Plan Permit Applications and Code Enforcement: The Planning Department has received 16 Site Plan Permit applications to date, and one utility permit application.

Construction Projects:

Pilings are being put in place for the new Phillips Treatment Center.

Extensive remodeling is taking place at the AC store.

CITY OF
BETHEL

Rachael Pitts <rpitts@cityofbethel.net>

Risk Mapping, Assessment, and Planning (RiskMAP) Program

Message

Cox, Sally A (CED) <sally.cox@alaska.gov> Wed, May 28, 2014 at 3:01 PM
To: "rpitts@cityofbethel.net" <rpitts@cityofbethel.net>

Hello Rachel,

Thank you for speaking with me about the RiskMAP Program. As requested, I've provided some additional information about the program and how it can benefit the City of Bethel:

Risk Mapping, Assessment, and Planning (RiskMAP) is a program funded by the Federal Emergency Management Agency (FEMA) that provides communities with flood and other hazard information and tools they can use to enhance their mitigation plans and take action to better protect their citizens. Through more precise flood mapping products, risk assessment tools, and planning and outreach support, RiskMAP strengthens local ability to make informed decisions about reducing risk. The data and products that come out of a RiskMAP process can inform not only the update of local hazard mitigation plans, but also the comprehensive planning process. There's are great deal of information from RiskMAP that can help the community development process to ensure good development decisions are made. One of the main products that come out of the RiskMAP project are updated or new digital flood insurance rate maps, however there are a number of non-regulatory products that can result from a RiskMAP project as well. These are described in the attachment titled "Flood Risk Products".

When FEMA and the State begin a RiskMAP project with a community, we begin what we call the Discovery process. During Discovery, we focus on the identification of the community's needs, the hazards that are impacting the community, how those hazards should be ranked in terms of importance, and what funding is available to study those hazards to get the best usage of dollars and the effort. The intent is to ensure the RiskMAP Process is useful and relevant to the community.

Usually there are two meetings during the Discovery process:

1. The Discovery Interview, a teleconferenced/Webinar meeting where we ask questions about the number and types of hazard impacting the community; and

2. The Discovery Meeting, where the State and FEMA travel to your community to meet with officials in person to fine-tune the information collected during the Discovery Interview and that information is prioritized to identify the hazards and study areas most important to your community.

After the Discovery Meeting, FEMA's contractor will develop a Discovery Report which summarizes the information collected during the Discovery interview and meeting. FEMA will then develop a proposed study scope of work that will be presented to the community to review and approve. Following this, FEMA and the State will develop a Partnership Agreement, a non-binding agreement that lays out the roles and responsibilities of all the parties participating in the RiskMAP process. Once the partnership agreement has been signed by all parties, the RiskMAP study will begin.

Currently we are looking at conducting the Discovery Interview with your community later this summer, and the Discovery Meeting either in September or November. Please let me know if these times will work, or if another time will be better.

Thanks very much,

Sally Russell Cox

Sally Russell Cox | State RiskMAP Coordinator | Division of Community and Regional Affairs

State of Alaska | Department of Commerce, Community, and Economic Development

550 West 7th Ave, Suite 1640 | Anchorage, Alaska 99501

> Phone: (907) 269-4588 > Fax: (907) 269-4066

Alaska Risk MAP (Mapping, Assessment, Planning) Program

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3 attachments

What_is_Risk_MAP.PDF
186K

Risk_MAP_Discovery.pdf
3100K

Flood_Risk_Products.pdf
208K

Memorandum

DATE: June 2, 2014

TO: Peter Williams, Acting City Manager

FROM: Hansel L Mathlaw, Finance Director

SUBJECT: Manager's Report – June 2014

Finance Committee

The finance committee assembled on May 28 with six members. The committee has two alternate positions vacant.

One agenda item was extending the expiration date for senior tax ID cards from two years to passing. This agenda item is tabled further down the road.

Finance Department

The department if fully staffed.

Budget/Financial

The Finance Department Budget year to date (as of April 30) expenditures totaled $512,961 which represents 62% of the total budget.

The Utility Billing under my supervision had expenditures of $116,609 which represents 84% of the budget.

After the April 2014 sales tax reconciliation, a transfer of $46,148 was performed to the BATHC bank account. The BATHC bank account balance is $4,215,905.

As of April 2014, the solid waste enterprise fund has cash in combined fund of $2,378,527, which exceeds the LandFill closure postclosure cost of $1,264,849.

Clerk's Report

City of Bethel, Alaska

City Clerk's Office

To: City Council
From: Lori Strickler
Subject: Clerk's Report

Upcoming Council Events:
June 24, 2014 Regular City Council Meeting

Miscellaneous

The City Clerk's Office has picked up a number of duties normally assigned to the HR Office.

The Office has Prepared information for the Council consideration on the Interim City Manager position as well as the process for hiring a full time City Manager.

Created an Ordinance establishing Kuimarvic as the advisory committee for the pool facility. There are some issues the Office will need to work out prior to finalizing the ordinance and presenting it to the Council. Shortly after a contract is established with the pool operators, we will have an better idea of how to proceed.

Researching options regarding Marijuana and alcohol taxation at the request of a council member.

Reviewing the City's Accident Policy and making notice of possible modifications for Administration's consideration.

The City Clerk's Office will be working on transferring the Cemetery files into Caselle, the Finance accounting system.

Additional Information