# City of Bethel

P.O. BOX 1388
Bethel, Alaska 99559
Phone: 907- 543-2047
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**Regular City Council Meeting**
June 24, 2014
6:30 P.M.
Council Chambers; Bethel, Alaska

# City Council Meeting Agenda
# Regularly Scheduled Meeting
# June 24, 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) **P3** *6-3-2014 Special City Council Meeting
   b) **P7** *6-10-2014 Regular City Council Meeting
   c) **P19** *6-17-2014 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) RUBA Assessment Update From Eli Jacobson, Alaska Department Of Commerce, Community and Economic Development, Division Of Community And Regional Affairs (Acting City Manager Williams)
IX. **UNFINISHED BUSINESS**
   a) **P37** Public Hearing Of Ordinance 14-12: Amending Bethel Municipal Code Chapter 13.16 Utility Rates (City Council)
   b) **P73** City Of Bethel Lease Agreement With Any Company Not Current On The Lease Payments (Mayor Klejka)
   c) **P123** City Of Bethel/ONC Senior Center Memorandum Of Agreement - Building (Acting City Manager Williams)
X. **NEW BUSINESS**
   a) **P129** AM 14-43: Directing Administration To Enter Into An Agreement With The Consortium Library For Community Services In The Amount Of $67,600 (Acting City Manager Williams)
   b) **P139** AM 14-44: Contractor for construction services to complete the Bethel Small Boat Harbor Dredging/Bank Stabilization project (Acting City Manager Williams)
XI. **MAYOR'S REPORT**
XII. **MANAGER'S REPORT**

Original Agenda posted on June 18, 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 July 8, 2014**)

# City Council Meeting Agenda
# Regularly Scheduled Meeting
# June 24, 2014-6:30 pm
# City Hall 300 State Highway, Bethel, AK
# City of Bethel Council Chambers

## 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 (Vice-Mayor Robb)

b) Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions (Council Member Sigmon)

c) 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 18, 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.
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Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing July 8, 2014**)

# Approval of the Minutes

**City Council Meeting**
**City of Bethel, Alaska**
**Special Meeting**
**June 3, 2014**

## I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on June 3, 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: Council Member Rick Robb, Council Member Eric Whitney, Council Member Sharon Sigmon, Council Member Leif Albertson, Council Member Heather Pike, Council Member Mark Springer (participated telephonically)

Members Absent were:
Council Member Joseph Klejka,

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

## IV. PEOPLE TO BE HEARD – Five minutes per person

*No one wished to be heard.*

## V. APPROVAL OF THE AGENDA

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

## VI. NEW BUSINESS

### **Item A** – Review Of Interim City Manager Background Evaluations And Reference Checks.

| | |
|---|---|
| **Main Motion:** | Provide a conditional hire to Candidate #5. |
| Moved by: | Pike |
| Seconded by: | Sigmon |
| Action: | Motion carried by a vote of 5-1 |
| In favor: | Springer, Robb, Sigmon, Albertson and Pike |
| Opposed: | Whitney |

| | |
|---|---|
| **Main Motion:** | Select Candidate #1 as the alternate candidate. |
| Moved by: | Whitney |
| Seconded by: | Springer |
| Action: | Motion failed by a vote of 2-4 |
| In favor: | Robb and Whitney |
| Opposed: | Springer, Sigmon, Albertson and Pike |

### **Item B** - Interim City Manager Contract Approval

| | |
|---|---|
| **Main Motion:** | Amend the contract to insert under Section 1, If a new and permanent City Manager is hired, the council may terminate the contract sooner, the council may provide a 30 day severance or the remainder of the contract, whichever is less.<br>If the interim city manager does not satisfy the contract, the employee must reimburse the City the housing allowance provided as well as the ticket for initial travel to the City. |
| Moved by: | Whitney |
| Seconded by: | Albertson |
| Action: | Motion carried unanimously by a vote of 6-0 |
| In favor: | Springer, Robb, Whitney, Sigmon, Albertson and Pike |
| Opposed: | None |

### **Item C** – Determination Of Conditional Hire For Contract Position- Interim City Manager.

| | |
|---|---|
| **Main Motion:** | Direct the City Clerk to provide a conditional offer and contract to Greg Moyer, Candidate #5. |
| Moved by: | Sigmon |
| Seconded by: | Pike |
| Action: | Motion carried unanimously by a vote of 6-0 |
| In favor: | Springer, Robb, Whitney, Sigmon, Albertson and Pike |

| | |
|---|---|
| Opposed: | None |

## VII. 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 And Appeal Of The City Clerk's Office Decision On The Denial Of Public Records Request (Mayor Klejka)

| | |
|---|---|
| **Main Motion:** | 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 And Appeal Of The City Clerk's Office Decision On The Denial Of Public Records Request. Those participating will be City Attorney, Patty Burley.<br><br>And<br><br>Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions. Those participating will be City Attorney, Patty Burley and Acting City Manager, Pete Williams. |
| Moved by: | Whitney |
| Seconded by: | Sigmon |
| Action: | Motion carried unanimously by a vote of 6-0 |
| In favor: | Springer, Robb, Whitney, Sigmon, Albertson and Pike |
| Opposed: | None |

**Item B –** Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions (Acting City Manager Williams)

*Council went back on the record at 9:35p.*

*The City Council has reviewed the appeal of the news media; the City Attorney has been directed to contact the Attorney representing the News Media to see if a resolution can be reached quickly and in the best interest of the public.*

## VIII. ADJOURNMENT

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

Richard Robb, Vice-Mayor

ATTEST:

Lori Strickler, City Clerk

**City Council Meeting**
**City of Bethel, Alaska**
**Regular Meeting**
**June 10, 2014**

## I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on June 10, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

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

## 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 Sharon Sigmon, Council Member Leif Albertson, Council Member Heather Pike

Also in attendance were the following:

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

## IV. PEOPLE TO BE HEARD

Eric Middlebrook – Middlebrook misunderstand the new rates for water and sewer. Middlebrook explains the rates that he has issues with. Offers to schedule a work session regarding the water and sewer rates. Compares the current rates with the proposed rates. Suggests that ordinance needs more work and suggested the Council hold a special meeting with people within the community.

Greg Roczicka – Asked by a person to attend tonight's meeting. Inquires about the boardwalk. Explains the reasons why boardwalk was built, and how it was built. It was an in-house project with the help from inmates at the jail. If there are any questions, he will do his best to answer.

Dave Trantham – Concerned about safety and potential safety to the City of Bethel. Trantham is concerned about pot holes, especially on ptarmigan road. Main concern is the road near owls park. Offers to pay for gravel to fill these pot holes, mainly the

ones by Owls Park. Express how greatly concerned he is about the pot holes in this area. Understands there may be other options, but is still concerned for the people especially the children.

Eli Jacobson – Here as a rate payer. Concerned about water sewer rates. All the information he has acquired is from public records. Most people on a flat rate, 80% is hauled water. Utility trucks are not metered, but a flat rate. Explains the different rates according to the information he has acquired. For comparison a residential customer is charged 317.00 a month. Commercial customers is 164.00 a month. Employees unlimited water is 115.00. Why is commercial metered and not residential with a lower rate? Concerned that people paying higher rate are subsidizing their rates.

## V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

| **Main Motion:** | To approve the Consent and Regular Agenda. |
|---|---|
| Moved by: | Whitney |
| Seconded by: | Robb |
| Action: | Motion carried unanimously by a vote of 7-0 |
| In favor: | Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike |
| Opposed: | None |

| **Removal From Consent Agenda:** | Removal of Appeal hearing under special order of business |
|---|---|
| Moved by: | Springer |
| 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 |

## VI. APPROVAL OF THE MEETING MINUTES

**Item A -** 5-20-2014 Special City Council Meeting.
*Passed on the consent agenda.*

**Item B** - 5-21-2014 Special City Council Meeting.
*Passed on the consent agenda.*

**Item C** - 5-22-2014 Special City Council Meeting.
*Passed on the consent agenda.*

**Item D** - 5-27-2014 Regular City Council Meeting.
*Passed on the consent agenda.*

**Item E** - 5-28-2014 Special City Council Meeting.
*Passed on the consent agenda.*

**Item F** - 5-29-2014 Special City Council Meeting.
*Passed on the consent agenda.*

## VII. REPORTS OF STANDING COMMITTEES

**Item A -** Public Safety and Transportation Commission-
Sharon Sigmon, Council Representative- Has not had a meeting since last Council meeting. Planned next meeting is September 2, 2014.

**Item B -** Port Commission –
Pete Williams, Port Director- Had a meeting planned for Monday. Williams would like to commend his employees for a lady rescued on Saturday night.

**Item C -** Planning Commission –
Rachel Pitts, Planning Director- Met last week in regards to the Aquatic center. Next meeting scheduled for next Thursday. We have also done some research for wind turbines. Springer- what is that land work used for. Pitts- it is used for employees, and the plants.

**Item D -** Parks and Recreations Committee-
Eric Whitney, Council Representative- We did have meeting on the second of this month. The committee is going to make a recommendation to the Bethel Trails committee. Whitney is concerned about the trails. We will propose a recommendation during the next council meeting; we are also suggesting public input for improvements. Not all people use automobiles for commuting.

**Item E -** Finance Committee-
Leif Albertson, Council Representative – No representatives attended the meeting during last council meeting.

**Item F** - Public Works Committee-
Bill Arnold, Acting Public Works Director- No representatives attended the meeting. We are still working on a plan. The third well failed.

**Item G** - Energy Committee –
Richard Robb, Committee Representative- We had a scheduled meeting last Thursday. There was not quorum to host a meeting. Not enough members.

## VIII. SPECIAL ORDER OF BUSINESS

**Item 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."

*This item was removed from the agenda.*

## 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 at 7:02 p.*

Eric Middlebrook – City subsidizes the Utility fund. Middlebrook is curious about the funds being used for water and sewer. He suggests subsidizing different funds to help water sewer rates. Last adjustment was 7 years ago. Current ordinance that is proposed has stricken out wording that concerns him. Middlebrook suggests that the original language be put back in the ordinance. Ordinance 09-14 exempting water sewer rates, says that it is amending this ordinance.

David Trantham – Agrees with Middlebrook about the water and sewer rates. Trantham is aware of the water and sewer issues. Trantham suggests that the city explain the difference between general fund and the enterprise fund for the City of Bethel. Did the administration overhead pay for the services that the general fund provided for the enterprise fund? The City should determine where the breakeven point is to balance these funds.

Eli Jacobson - Understands that not everyone can be metered. Unmetered systems do not limit the use of water. Jacobson would really like to see metered water for fairness. Jacobson explains different scenarios for water delivery options, and the rates incurred with the process.

*Mayor Klejka closed the public hearing at 7:16 p.*

| | |
|---|---|
| **Main Motion:** | Motion to adopt Ordinance 14-12 was made at the May 27th council meeting. |
| Moved by: | Pike |
| Seconded by: | Whitney |
| Action: | Postponed |
| **Primary** | Postpone until next council meeting |

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

**Item 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.

*Mayor Klejka opened the public hearing at 7:30p.*
*No one present to be heard on this issue.*
*Mayor Klejka closed the public hearing.*

| **Main Motion:** | Adopt Ordinance 14-15. |
|---|---|
| Moved by: | Robb |
| 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 |

| **Primary Amendment:** | Amend 3.64.050 Subsection d, to strike "direct report of" and insert "report directly to." |
|---|---|
| Moved by: | Whitney |
| Seconded by: | Pike |
| Action: | Motion failed by a vote of 2-5 |
| In favor: | Albertson and Pike |
| Opposed: | Klejka, Springer, Robb, Whitney and Sigmon |

| **Primary Amendment:** | Amend 3.04.010 Subsection k, to insert after children, "stepchildren" and after father, "step-mother, step-father." |
|---|---|
| Moved by: | Albertson |
| Seconded by: | Pike |
| Action: | Motion carried by a vote of 6-1 |
| In favor: | Klejka, Springer, Whitney, Sigmon, Albertson and Pike |
| Opposed: | Robb |

| **Primary Amendment:** | Amend Section 3.64.050 to strike out Subsection d. |
|---|---|
| Moved by: | Springer |
| Seconded by: | |
| Action: | Motion does not carry due to a lack of a second. |
| In favor: | |

| | |
|---|---|
| Opposed: | |
| **Primary Amendment:** | Insert in 3.64.050 Subsection e, "no city employee may be interviewed for employment by immediate family member nor recommend for hire by any immediate family member." |
| Moved by: | Springer |
| Seconded by: | Pike |
| Action: | Motion failed by a vote of 2-5 |
| In favor: | Springer and Albertson |
| Opposed: | Klejka, Robb, Whitney, Sigmon and Pike |
| **Primary Amendment:** | Insert under 3.04.010 Subsection k, "domestic partner, significant other" after "husband or wife." |
| Moved by: | Albertson |
| Seconded by: | Springer |
| Action: | Motion carried by a vote of 5-2 |
| In favor: | Klejka, Springer, Whitney, Sigmon and Albertson |
| Opposed: | Robb and Pike |
| **Secondary Amendment:** | Amend the primary amendment to Strike "significant other." |
| Moved by: | Pike |
| Seconded by: | Springer |
| Action: | Motion failed by a vote of 3-4 |
| In favor: | Springer, Robb and Pike |
| Opposed: | Klejka, Whitney, Sigmon and Albertson |
| **Secondary Motion:** | To take a 5 minute break. |
| Moved by: | Klejka |
| 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 goes back on record at 8:30 p.*

| | |
|---|---|
| **Primary Amendment:** | Amend section 3.64.050 to add subsection e) to the draft ordinance which is listed as subsection d) of the attorneys modification "If two employees marry or otherwise become related, as defined by immediate family member, and 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." |

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

| | |
|---|---|
| **Secondary Amendment:** | To Strike out "and in the city best judgment the potential problems noted above exist or reasonably could exist" from the primary amendment. |
| 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 |

| | |
|---|---|
| **Primary Amendment:** | Amendment to section 3.64.050 by adding a subsection f) to the draft ordinance which is listed as subsection g) of the attorneys modification "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." |
| 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 |

| | |
|---|---|
| **Primary Amendment:** | Insert definition v) "Supervisory" being in the same chain of command. |
| Moved by: | Pike |
| Seconded by: | Albertson |
| Action: | Motion carried by a vote of 5-2 |
| In favor: | Klejka, Springer, Sigmon, Albertson and Pike |
| Opposed: | Robb and Whitney |

| | |
|---|---|
| **Primary Amendment:** | Under section 3.64.050 subsection a, after city manager insert "or the human resource manager." |
| Moved by: | Pike |
| Seconded by: | Robb |

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

## X. NEW BUSINESS

**Item 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.

| **Main Motion:** | Approve AM 14-42 |
|---|---|
| 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 –** City Of Bethel Lease Agreement With The State Of Alaska Court System.

| **Main Motion:** | To have the finance director Hansel Mathlaw define lease increases from the State of Alaska |
|---|---|
| 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 |

**Item C-** City Of Bethel Lease Agreement With Any Company Not Current On The Lease Payments.

**Item D –** City Of Bethel/ONC Senior Center Memorandum Of Agreement – Building.

*Mayor Klejka ruled Council Member Springer had a conflict of interest due to his employment as the director on the senior center.*

*Council Member Springer stepped down from the Council bench.*

*Council Member Springer returned to the Council bench following the Council's discussion.*

**Item E –** Approval Of Administrative Leave For The Acting City Manager June 12, 2014.

*Passed on the consent agenda.*

**Item F -** Interim City Manager Contract.

*Interim City Manager is Greg Moyar*

## XI. MAYOR'S REPORT

## XII. MANAGERS REPORT

## XIII. CITY CLERK'S REPORT

## XIV. COUNCIL MEMBER COMMENTS

Council Member Springer-
The first AVEC Electric bills were disseminated this past week, they will be applying the deposited provided to BUC to the July electric bill.

When the new Swanson's store opens next month, the State Highway is going to difficult to maneuver.

Slow down while on the roads to keep the dust down.

Council Member Sigmon-
Thanked the acting City Manager, Pete Williams for all of his hard work. The City Attorney as well, has been working very hard. Thanked the City Employees for all of their hard work.

Council Member Albertson-
Extended appreciation to the Kuskokwim Working Group for all of their hard work.

Council Member Pike-
Thanked the two young men working at the port facility who saved the female wedged between the sea wall and a barge. Every party involved, did a really good job in responding and most likely saved this ladies life.

Alaska Territorial Guard, will hold a park celebration on Saturday.

Announced her last day with Northern Air Cargo and provided new contact information to the public.

Mayor Klejka-
Pointed out that the City Attorney, Acting City Manager and City Clerk have been doing a great job.

Council Member Whitney-
Thanked all of the people who contributed to the American Diabetes Drive, he road 100 Kilometers, to help support the American Diabetes Foundation.

Took a cab to the airport and there are meters and cameras in the cabs which is something the City should consider requiring.

Vice-Mayor Robb-
Provided kudos to acting City Manager Williams for all of his hard work.
Thanked the Council for working so hard during the meeting to improve the City.
Glad to see that there are a lot of people working to conserve our king salmon up and down the river.

Safe boating.

## XV. 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 And Appeal Of The City Clerk's Office Decision On The Denial Of Public Records Request.

**Item 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.

**Main Motion:** Move into Executive Session for:

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. The individual participating in this executive session will be the City Attorney, Patty Burley.

| | |
|---|---|
| | 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. The individual participating in this executive session will be City Attorney, Patty Burley, Acting City Manager, Pete Williams. |
| Moved by: | Springer |
| Seconded by: | Robb |
| Action: | Motion carried unanimously by a vote of 7-0 |
| In favor: | Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike |
| Opposed: | None |

*Council moved into executive session at 10:16 p.*
*Council went back on the record at 10:44 p.*

## XVI. ADJOURNMENT

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

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

**City Council Meeting**
**City of Bethel, Alaska**
**Special Meeting**
**June 17, 2014**

## I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on June 17, 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 Eric Whitney, Council Member Leif Albertson, Council Member Heather Pike, Council Member Sharon Sigmon (arrived after roll call), Council Member Mark Springer (participated telephonically and arrived after roll call)

Members Absent were:
Council Member Rick Robb,

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

## IV. PEOPLE TO BE HEARD

John McIntyre – Spoke in favor of a water and sewer increase, realizes that there will need to be a long-term solution to the situation.

*Council Member Sigmon arrived at 6:38pm.*

Eli Jacobson – Spoke in favor of the water and sewer increase as long as the increase is reasonable.

## 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: | Klejka, Whitney, Albertson, Sigmon and Pike |
| Opposed: | None |

## VI. NEW BUSINESS

**Item A –** Resolution 14-11: Identification Of Sanitation Project Priorities For The City's Request For Funding Through The State Of Alaska Village Safe Water Program.

**Main Motion:** Adopt Resolution 14-11.

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

**Item B-** Water And Sewer Utility Increase.

**Subsidiary Motion:** Move into a Committee of the Whole.

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

**Main Motion:** Move out of committee of the whole.

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

**Item C-** Senior Center Building.

*Council Member Springer declared a conflict of interest.*
*Mayor Klejka determined Council Member Springer does have a conflict of interest.*
*Council Member Springer did not participate in discussion or debate.*

## XII. ADJOURNMENT

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

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

# Reports of Standing Committees

# Public Works Committee Agenda

Regular Meeting Wednesday, June 18, 2014 – 6:30PM
City Shop Conference Room

**MEMBERS**

Joseph A Klejka
Council Rep.
Term Expires
11/2013

Frank Neitz
Chair
Term Expires
12/2013

Scott Guinn
Vice-Chair
Term Expires
12/2014

VACANT
Committee Member
Term Expires
./.

Jennifer Dobson
Committee Member
Term Expires
12/2014

Donna Lindsey
Committee Member
Term Expires
12/2016

Delbert Egoak
Committee Member
Term Expires
12/2015

Bill Arnold
Ex-Officio Member

Cheryl Roberts
Secretary/Recorder

**AGENDA**

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD – (5 Minute Limit)
Mike Nevenzel with ProDev - Pool Update
IV. APPROVAL OF AGENDA
V. APPROVAL OF MINUTES
A. Minutes from the previous regular meeting - May 21, 2014.
VI. SPECIAL ORDER OF BUSINESS
VII. UNFINISHED BUSINESS
A. Water & Sewer Master Plan - Bill Arnold
B. Institutional Corridor - Feasibility Study & Funding - Bill Arnold
To decide what to do use the $7 million on & how far it should go - Frank Neitz
C. Funding source for Sewer Lagoon & the Dredge - Bill Arnold & Brian Lefferts
D. Unstable Sewer Lagoon Platform - Brian Lefferts
E. Establishing a plan of action for a traffic plan for the new Swansons Store - Frank Neitz
F. Donut Hole options for a shorter route to Tundra Ridge - Bill Arnold
G. Water/Sewer Rate Hike - Brian Lefferts
H. RUBA Assessment - When will this possibly be implemented -
I. AVEC - The Interconnect Agreement for the Pool Wind Mill -
J. Location of 4th Well for City Subdivision Water Treatment Plant - Bill Arnold

VIII. NEW BUSINESS
A. Ridgecrest Dr. Rehabilitation Project for 5 Million at the school - Bill Arnold
B. Update on Recycle Center - Bill Arnold
C. Find a Company to take the steel out of the Landfill - Scott Guinn

IX. DIRECTOR'S REPORT
IX. MEMBER COMMENTS
X. ADJOURNMENT

Cheryl Roberts, Recorder, Public Works Department
Posted: June 12, 2014 - AC, Post Office, Swanson's, City Hall

# CITY OF BETHEL

**PLANNING OFFICE**

P.O. Box 1388 • Bethel, Alaska 99559
907-543-5301
Fax # 907-543-4186


## PUBLIC HEARING NOTICE

**On June 12, 2014, the City of Bethel Planning Commission will hear a request received in the Planning Office for three Final Plats and a Preliminary Plat. The hearing will be held at the Bethel City Council Chambers, 300 Chief Eddie Hoffman Highway, at 6:30 pm.**

## Description of the Final Plats is as follows:

**Final Plat of a portion of US Survey 3790, Block 6, Lot 15D, 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.**

**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's recreational center subdivision. The purpose is to create a utility access.**

**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.**

## Description of the Preliminary Plat is as follows:

A **Preliminary Plat of the proposed Snow Ridge Subdivision. The location is the Heirs of Nicholas A. Charles property, located at Tundra Ridge Road. The purpose is to create a residential subdivision.**

# 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
## Committees and Commissions

# Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

| | | | |
|---|---|---|---|
| **Committee/Commission:** | **Parks & Recreation** | **Chairman:** | **Minnie Sallison-Fritts** |
| **Date Submitted:** | **6/4/14** | **Council Rep:** | **Eric Whitney** |

### *Issue:*

The City of Bethel, Parks and Recreation Committee is seeking input from the community and other agencies to plan and prioritize trail development and maintenance within the city.

There is the need to incorporate snow machine and 4 wheeler routs to provide safe passage within the city limits.

Some of the goals of the committee will be to provide a safe and efficient trail network to meet current and future needs, for year-round transportation and recreation use by Bethel residents and visitors; and to plan and develop a network of trails, access-ways, and other improvements, including bike ways, walkways, and safe street crossings, to promote safe and convenient bicycle and pedestrian circulation within the community.

### *Recommendation:*

To revive the Bethel Trails Committee to address the action and policy items in the comprehensive plan.

*Received by:* _____
*Date:* 6/17/14

# City of Bethel, Alaska
# ENERGY COMMITTEE

June 2, 2014 Regular Meeting Bethel, Alaska

## I. CALL TO ORDER

A regular meeting of the Energy Commission was held on June 2, 2014 in the conference room at City Hall, in Bethel, Alaska.

Ex-Officio, Libby Furlong called the meeting to order at 6:51 pm.

## II. ROLL CALL

**PRESENT:** Jeff Sanders, Eddie Stanley, and Rick Robb

**ABSENT:** Mary Weiss and Shari Neth

Staff members present were the following: Libby Furlong, Recorder

Due to a lack of a quorum, the meeting is adjourned at 6:51 pm.

## XI. ADJOURNMENT

Next meeting on July 7, 2014.

_____, Chairperson

ATTEST: _____, Libby Furlong, Recorder

# 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:

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 |

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 |

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

## 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.

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

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

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

| FY 2015<br><br>Through<br>June 30, 2015 | FY 2016<br><br>July 1, 2015 –<br>June 30, 2016 | FY 2017<br><br>July 1, 2016 –<br>June 30, 2017 | FY 2018<br><br>July 1, 2017 –<br>June 30, 2018 | FY 2019<br><br>July 1, 2018 –<br>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<br><br>Through<br>June 30, 2015 | FY 2016<br><br>July 1, 2015 –<br>June 30, 2016 | FY 2017<br><br>July 1, 2016 –<br>June 30, 2017 | FY 2018<br><br>July 1, 2017 –<br>June 30, 2018 | FY 2019<br><br>July 1, 2018 –<br>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<br><br>Through<br>June 30, 2015 | FY 2016<br><br>July 1, 2015 –<br>June 30, 2016 | FY 2017<br><br>July 1, 2016 –<br>June 30, 2017 | FY 2018<br><br>July 1, 2017 –<br>June 30, 2018 | FY 2019<br><br>July 1, 2018 –<br>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.

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

## 13.16.030 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 |

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 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 |

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 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).~~

~~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<br><br>Through<br>June 30, 2015 | FY 2016<br><br>July 1, 2015 –<br>June 30, 2016 | FY 2017<br><br>July 1, 2016 –<br>June 30, 2017 | FY 2018<br><br>July 1, 2017 –<br>June 30, 2018 | FY 2019<br><br>July 1, 2018 –<br>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<br><br>Through<br>June 30, 2015 | FY 2016<br><br>July 1, 2015 –<br>June 30, 2016 | FY 2017<br><br>July 1, 2016 –<br>June 30, 2017 | FY 2018<br><br>July 1, 2017 –<br>June 30, 2018 | FY 2019<br><br>July 1, 2018 –<br>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

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.

City of Bethel
Hauled Water, Single Zone for entire service area
Cost of Service Rates, FY 2013

| Capacity | 1 time/month | 2 times/month | 1 time/week | 2 times/week | 3 times/week | 4 times/week | Extra Haul |
|---|---|---|---|---|---|---|---|
| 100 | $20.13 | $35.94 | $72.84 | $141.36 | $209.89 | $278.41 | $69.48 |
| 150 | $21.33 | $38.34 | $78.03 | $151.75 | $225.47 | $299.18 | $70.68 |
| 200 | $22.53 | $40.74 | $83.23 | $162.13 | $241.04 | $319.95 | $71.88 |
| 250 | $23.72 | $43.13 | $88.42 | $172.52 | $256.62 | $340.72 | $73.07 |
| 300 | $24.92 | $45.53 | $93.61 | $182.91 | $272.20 | $361.50 | $74.27 |
| 350 | $26.12 | $47.93 | $98.80 | $193.29 | $287.78 | $382.27 | $75.47 |
| 400 | $27.32 | $50.32 | $104.00 | $203.68 | $303.36 | $403.04 | $76.67 |
| 450 | $28.52 | $52.72 | $109.19 | $214.06 | $318.94 | $423.81 | $77.87 |
| 500 | $29.72 | $55.12 | $114.38 | $224.45 | $334.52 | $444.58 | $79.07 |
| 550 | $30.91 | $57.51 | $119.58 | $234.84 | $350.10 | $465.35 | $80.26 |
| 600 | $32.11 | $59.91 | $124.77 | $245.22 | $365.67 | $486.13 | $81.46 |
| 650 | $33.31 | $62.31 | $129.96 | $255.61 | $381.25 | $506.90 | 82.66 |
| 700 | $34.51 | $64.70 | $135.15 | $265.99 | $396.83 | $527.67 | $83.86 |
| 750 | $35.71 | $67.10 | $140.35 | $276.38 | $412.41 | $548.44 | $85.06 |
| 800 | $36.91 | $69.50 | $145.54 | $286.76 | $427.99 | $569.21 | $86.26 |
| 850 | $38.10 | $71.89 | $150.73 | $297.15 | $443.57 | $589.98 | $87.45 |
| 900 | $39.30 | $74.29 | $155.93 | $307.54 | $45 .15 | $610.76 | $88.65 |
| 1000 | $41.70 | $79.08 | $166.31 | $328.31 | $490.30 | $652.30 | $91.05 |
| 1200 | $46.49 | $88.67 | $187.08 | $369.85 | $552.62 | $735.39 | $95.84 |
| 1400 | $51.29 | $98.26 | $207.86 | $411.39 | $614.93 | $818.47 | $100.64 |
| 1500 | $53.68 | $103.05 | $218.24 | $432.17 | $646.09 | $860.02 | $103.03 |
| 1750 | $59.68 | $115.03 | $244.21 | $484.09 | $723.98 | $963.87 | $109.02 |
| 2000 | $65.67 | $127.02 | $270.17 | $536.02 | $801.88 | $1,067.73 | $115.02 |
| 2500 | $77.65 | $150.99 | $322.10 | $639.88 | $957.66 | $1,275.45 | $127.00 |
| 3000 | $89.63 | $174.95 | $374.03 | $743.74 | $1,113.45 | $1,483.16 | $138.98 |
| 3500 | $101.62 | $198.92 | $425.96 | $847.60 | $1,269.24 | $1,690.88 | $150.97 |
| 4000 | $127.02 | $249.72 | $536.02 | $1,067.73 | $1,599.44 | $2,131.15 | $230.03 |
| 5000 | $150.99 | $297.65 | $639.88 | $1,275.45 | $1,911.01 | $2,546.58 | $254.00 |
| 6000 | $174.95 | $345.59 | $743.74 | $1,483.16 | $2,222.59 | $2,962.01 | $277.97 |
| 7000 | $198.92 | $393.52 | $847.60 | $1,690.88 | $2,534.16 | $3,377.44 | $301.93 |

City of Bethel
Hauled Sewer, Single Zone for entire service area
Cost of Service Rates, FY 2013

| Capacity | 1 time/month | 2 times/month | 1 time/week | 2 times/week | 3 times/week | 4 times/week | Extra Delivery |
|---|---|---|---|---|---|---|---|
| 100 | $21.36 | $38.04 | $76.96 | $149.24 | $221.51 | $293.79 | $61.30 |
| 150 | $22.26 | $39.84 | $80.87 | $157.06 | $233.26 | $309.45 | $62.20 |
| 200 | $23.16 | $41.65 | $84.79 | $164.89 | $245.00 | $325.11 | $63.11 |
| 250 | $24.07 | $43.46 | $88.70 | $172.72 | $256.74 | $340.76 | $64.01 |
| 300 | $24.97 | $45.26 | $92.61 | $180.55 | $268.49 | $356.42 | $64.91 |
| 350 | $25.87 | $47.07 | $96.53 | $188.38 | $280.23 | $372.08 | $65.82 |
| 400 | $26.78 | $48.88 | $100.44 | $196.21 | $291.97 | $387.73 | $66.72 |
| 450 | $27.68 | $50.68 | $104.36 | $204.03 | $303.71 | $403.39 | $67.62 |
| 500 | $28.58 | $52.49 | $108.27 | $211.86 | $315.46 | $419.05 | $68.53 |
| 550 | $29.49 | $54.30 | $112.19 | $219.69 | $327.20 | $434.71 | $69.43 |
| 600 | $30.39 | $56.10 | $116.10 | $227.52 | $338.94 | $450.36 | $70.33 |
| 650 | $31.29 | $57.91 | $120.01 | $235.35 | $350.68 | $466.02 | $71.24 |
| 700 | $32.20 | $59.72 | $123.93 | $243.18 | $362.43 | $481.68 | $72.14 |
| 750 | $33.10 | $61.52 | $127.84 | $251.01 | $374.17 | $497.33 | $73.04 |
| 800 | $34.00 | $63.33 | $131.76 | $258.83 | $385.91 | $512.99 | $73.95 |
| 850 | $34.91 | $65.14 | $135.67 | $266.66 | $397.65 | $528.65 | $74.85 |
| 900 | $35.81 | $66.94 | $139.58 | $274.49 | $409.40 | $544.30 | $75.75 |
| 1000 | $37.62 | $70.56 | $147.41 | $290.15 | $432.88 | $575.62 | $77.56 |
| 1200 | $41.23 | $77.78 | $163.07 | $321.46 | $479.85 | $638.24 | $81.17 |
| 1400 | $44.84 | $85.01 | $178.73 | $352.78 | $526.82 | $700.87 | $84.78 |
| 1500 | $46.65 | $88.62 | $186.56 | $368.43 | $550.31 | $732.19 | $86.59 |
| 1750 | $51.17 | $97.65 | $206.13 | $407.57 | $609.02 | $810.47 | $91.11 |
| 2000 | $55.68 | $106.69 | $225.70 | $446.72 | $667.74 | $888.75 | $95.62 |
| 2500 | $64.72 | $124.75 | $264.84 | $525.00 | $785.16 | $1,045.32 | $104.66 |
| 3000 | $73.75 | $142.82 | $303.98 | $603.29 | $902.59 | $1,201.89 | $113.69 |
| 3500 | $82.78 | $160.88 | $343.12 | $681.57 | $1,020.02 | $1,358.46 | $122.72 |
| 4000 | $106.69 | $208.70 | $446.72 | $888.75 | $1,330.79 | $1,772.83 | $191.25 |
| 5000 | $124.75 | $244.83 | $525.00 | $1,045.32 | $1,565.65 | $2,085.97 | $209.31 |
| 6000 | $142.82 | $280.96 | $603.29 | $1,201.89 | $1,800.50 | $2,399.11 | $227.38 |
| 7000 | $160.88 | $317.09 | $681.57 | $1,358.46 | $2,035.35 | $2,712.24 | $245.44 |
| 12000 | $266.09 | $527.49 | $1,137.44 | $2,270.21 | $3,402.97 | $4,535.73 | $395.27 |

**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<br>P.O. Box 388<br>Bethel, AK 99559<br>Attn.: City Manager |
| Tenant: | Omni Enterprises, Inc.<br>2825 Rose Street, Suite 202<br>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 10/22/98

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)

96-17 3 5
42 cc

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
NOTARY PUBLIC
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
18cc

RECORDED-FILED
BETHEL RECORDING
DISTRICT

MAY 26 11 46 AM '99

RECEIVED BY LTCAI

FEES _____

L-67532

BOOK 0083 PAGE 721

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 Hunn

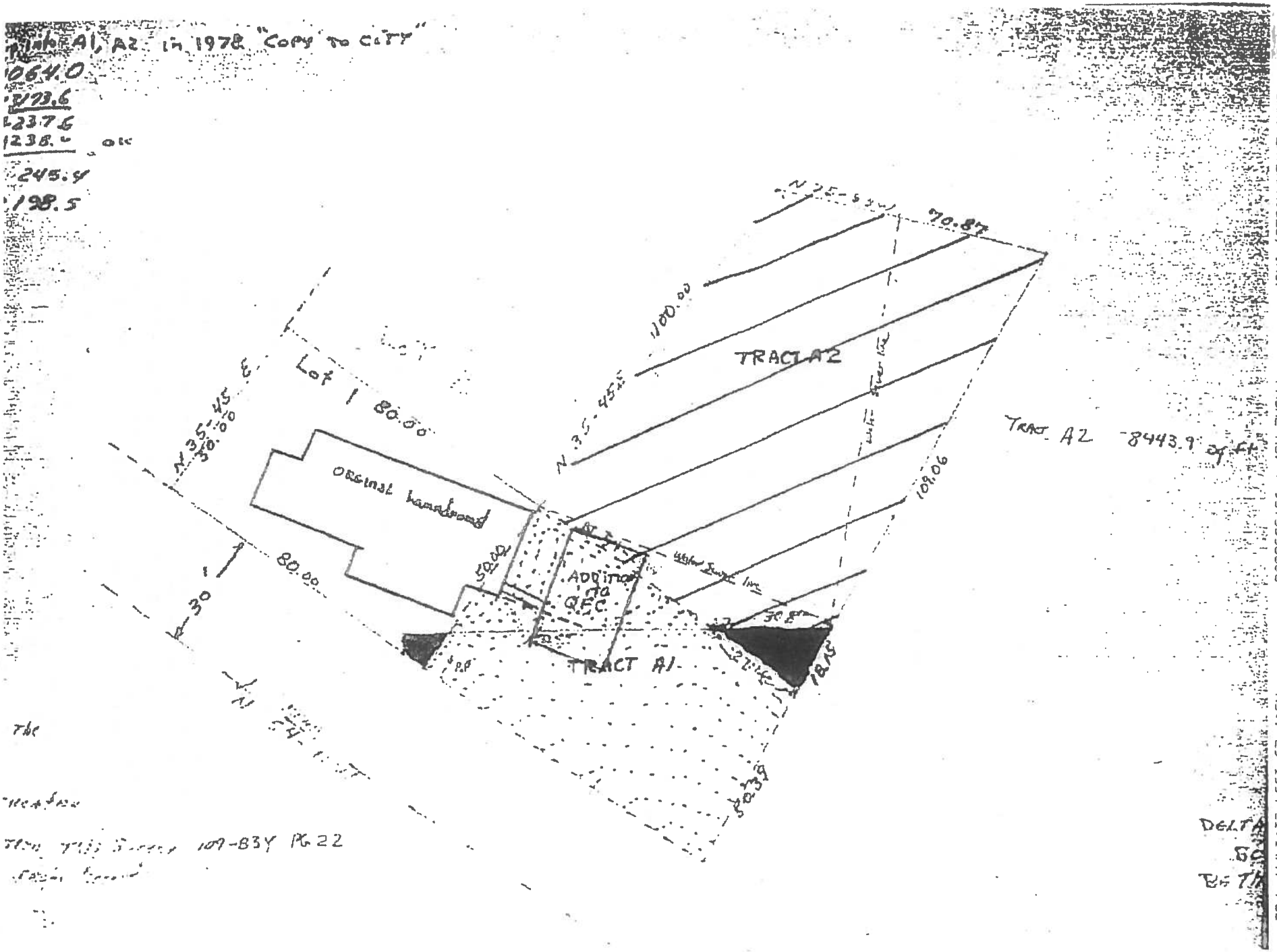
Title: CITY MGR

Omni Enterprises, Inc.
12040 115th Ave. N.E., Suite 200
Kirkland, WA 98034

By.

Title: PRESIDENT

RECEIVED
JUL 12 1999


Tract A1, A2 in 1978 "Copy to City"
1064.0
1073.6
1237.6
1238.
ok
1245.4
1198.5
N 35-45E
70.87
100.00
N 35-45E
TRACT A2
Lot 1 80.00
N 35-45E
30.
Tract A2 8443.9 sq ft
Original homestead
108.06
80.00
50.00
Addition to O.E.C.
30
TRACT A1
18.85
109-83Y PG 22
DELTA

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 mater. l addition to or alteration of any building or structure ere d on the leased land shall be commenced until plans and spe ications 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 Foor 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 wlll 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, 2016 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. Please let me know when it is fixed. Thanks Laurie

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"***



**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 | [illegible] | 8/16/05 |
| Highest Ranking Administrator | Date | Highest Ranking Administrator | Date |
| City Manager Don W. Baird | 8-16-05 | Executive Director FLORA OLRUN | 8/16/05 |
| Printed Name and Title | Date | Printed Name and Title | Date |

# New Business

# City of Bethel Action Memorandum

| | | | |
|---|---|---|---|
| Action memorandum No. | 14-43 | | |
| Date action introduced: | June 24, 2014 | Introduced by: | Peter Williams |
| Date action taken: | | ☐ Approved | ☐ Denied |
| Confirmed by: | | | |

SUBJECT/ACTION: Approve and affirm the Memorandum of Agreement (MOA) between the City of Bethel and the University of Alaska Fairbanks regarding the operation of the Kuskokwim Consortium Library in Bethel and direct the Acting City Manager to sign the MOA.

| Route to Department/Individual | Initials | Remarks |
|---|---|---|
| Administration/Peter Williams | | The City of Bethel has been a member of the public library consortium since inception and annually contributes funding to support library operations. |

**Attachment(s):**

1. Proposed Memorandum of Agreement between the City of Bethel and the University of Alaska Fairbanks regarding the operation of the Kuskokwim Consortium Library and defining the City of Bethel's funding contribution for State Fiscal Year 2015.

| Amount of fiscal impact | Description | Account information |
|---|---|---|
| $67,600 | City's funding typically pays salary and benefits for one library staff member. | City FY 2015 Budget, Page 37, line item 10-72-745 (Kuskokwim Consortium Library). |

**Summary statement**

The City of Bethel has been a member of the Kuskokwim Library Consortium since inception and makes a financial contribution annually to support library operations.

# CITY OF BETHEL

P.O. Box 1388
Bethel, Alaska 99559
Office: (907) 543-2047
Fax: (907) 543-3817


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

An Agreement made by and between the University of Alaska, hereinafter referred to as "University," and the City of Bethel, a municipal corporation, hereinafter referred to as "City."

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

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

The parties hereto do mutually agree as follows:

**Article I**

The University shall:

A. Manage the library facility to accommodate and include:

1. Public access to Kuskokwim Consortium Library and its collection;
2. Public access to reference and inter-library loan services;
3. Public access to library assistance in the form of a trained personnel;
4. Provide a year-end report of grant expenses to the City of Bethel;
5. Provide entire multipurpose room for annual Christmas party during December including set up and break down of equipment;

B. Provide physical maintenance and utilities.

C. Appoint, employ and compensate a full-time professional librarian during the College Academic Year who meets the appropriate standards of the American Library Association and whose duties shall include, but not be limited to, supervision of all operational services offered by the library, and responsibility for all acquisitions;

D. Employ other personnel as deemed necessary;

E. Maintain separate accounting of financial records;

F. Catalog and shelve all materials as a single collection;

G. Provide hours of service and acquisitions budget as negotiated annually by both parties;

H. Provide public access to the library for a minimum of 50 hours of library service per week during the University academic year and a minimum of 30 hours of library service per week during the time public schools are not in session;

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

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

The City Shall:

A. Pay Kuskokwim Campus for services as negotiated annually (refer to attachment for appropriate fiscal year). Payment for these services will be made by the City of Bethel in two (2) equal payments of $33,800.00, one prior to November 1, 2014 and the other prior to March 31, 2015;

B. Provide snow removal for the Library parking lot;

C. Provide a dumpster and garbage removal;

D. The City shall maintain the parking lot with gravel/fill material and the City shall provide the manpower and equipment to biannually grade and level the parking lot of the Yupiit Piciryarait Cultural Center housing the Yupik Museum and Library.

**Article II.**

It is further mutually agreed that:

A. Equipment, furnishing, and literary holdings shall remain the property of the respective owner;

B. Each party shall indemnify, protect and hold the other harmless from and against any and all claims, suits, causes of action and judgments arising in favor of any person or corporation, including but not limited to the employees, agents, representatives, and subcontractors of each party, or any third party, on account of any injury, death, or damage to property resulting from the actions, negligence, misfeasance, omissions or errors of said party, its employees, servants, agents, representatives, subcontractors or independent contractors during the term of this Agreement;

C. This agreement is subject to renegotiation and amendment at any time upon mutual consent of the parties. This agreement may be terminated by either party upon the filing of written notice of such intent sixty days prior to July 1, 2014 with date of termination being July 1, 2015 or upon shorter notice by mutual consent of both parties;

D. Each party shall participate in a joint University/City Library Advisory Board which will provide advice to the City and University relative to the operation of the consortium library;

E. The library facility shall be known as the KUSKOKWIM CONSORTIUM LIBRARY.

The following list reflects the library services to be provided by Kuskokwim Campus and their related costs to the City of Bethel during the period of July 1, 2014 through June 30, 2015;

1. All services described in the Consortium Agreement, with public access to the library for a minimum of 50 hours of library service per week during the University academic year and a minimum of 30 hours of library service per week during the time public schools are not in session.

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

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

4. Payment for these services will be made by the City of Bethel in two (2) equal payments of $33,800.00, one prior to November 1, 2014 and the other prior to March 31, 2015.

_____ _____

Mary C. Pete
Director
Kuskokwim Campus
University of Alaska Fairbanks

Date

_____ _____

Pete Pinney
Interim Vice Chancellor for Rural, Community and Native Education
College of Rural and Community Development
University of Alaska Fairbanks

Date

_____ _____

Rosemary Madnick
Executive Director
Grants and Contract Services
University of Alaska Fairbanks

Date

_____ _____

Peter Williams
Acting, City Manager
City of Bethel

Date

*Suggested Amendments from the City Attorney*


# CITY OF BETHEL

P.O. Box 1388
Bethel, Alaska 99559
Office: (907) 543-2047
Fax: (907) 543-3817


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

An Agreement made by and between the University of Alaska, hereinafter referred to as "University," and the City of Bethel, a municipal corporation, hereinafter referred to as "City."

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

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

The parties hereto do mutually agree as follows:

**Article I**

The University shall:

A. Manage the library facility to accommodate and include:

1. Public access to Kuskokwim Consortium Library and its collection;

2. Public access to reference and inter-library loan services;

3. Public access to library assistance in the form of ~~a~~ trained personnel;

4. Provide a year-end report of grant expenses to the City of Bethel;

5. Provide entire multipurpose room for annual Christmas party during December including set up and break down of equipment <u>on date chosen by City and at no cost to the City (date to be chosen no later than November 30)</u>;

B. Provide physical maintenance and utilities.

C. Appoint, employ and compensate a full-time professional librarian during the College Academic Year who meets the appropriate standards of the American Library Association and whose duties shall include, but not be limited to, supervision of all operational services offered by the library, and responsibility for all acquisitions;

D. Employ other personnel as deemed necessary;

E. Maintain separate accounting of financial records;

F. Catalog and shelve all materials as a single collection;

# *Suggested Amendments from the City Attorney*

G. Provide hours of service and acquisitions budget as negotiated annually by both parties;

H. Provide public access to the library for a minimum of 50 hours of library service per week during the University academic year and a minimum of 30 hours of library service per week during the time public schools are not in session;

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

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

K. Provide electronic lending library which allows users to borrow books on Kindle, Nook or other similar devices at no charge.

The City Shall:

A. Pay Kuskokwim Campus for services as negotiated annually ~~(refer to attachment for appropriate fiscal year)~~. Payment for these services will be made by the City of Bethel in two (2) equal payments of $33,800.00, one prior to November 1, 2014 and the other prior to March 31, 2015;

B. Provide snow removal for the Library parking lot;

C. Provide a dumpster and garbage removal;

~~D. The City shall maintain the parking lot with gravel/fill material and the City shall provide the manpower and equipment to biannually grade and level the parking lot of the Yupiit Piciryarait Cultural Center housing the Yupik Museum and Library.~~

**Article II.**

It is further mutually agreed that:

A. Equipment, furnishing, and literary holdings shall remain the property of the respective owner;

B. Each party shall indemnify, protect and hold the other harmless from and against any and all claims, suits, causes of action and judgments arising in favor of any person or corporation, including but not limited to the employees, agents, representatives, and subcontractors of each party, or any third party, on account of any injury, death, or damage to property resulting from the actions, negligence, misfeasance, omissions or errors of said party, its employees, servants, agents, representatives, subcontractors or independent contractors during the term of this Agreement;

C. This agreement is subject to renegotiation and amendment at any time upon mutual consent of the parties. This agreement may be terminated by either party upon the filing of written notice of such intent sixty days prior to July 1, 2014 with date of termination being July 1, 2015 or upon shorter notice by mutual consent of both parties;

D. Each party shall participate in a joint University/City Library Advisory Board which will provide advice to the City and University relative to the operation of the consortium library;

E. The library facility shall be known as the KUSKOKWIM CONSORTIUM LIBRARY.

# *Suggested Amendments from the City Attorney*

The following list reflects the library services to be provided by Kuskokwim Campus and their related costs to the City of Bethel during the period of July 1, 2014 through June 30, 2015;

1. All services described in the Consortium Agreement, with public access to the library for a minimum of 50 hours of library service per week during the University academic year and a minimum of 30 hours of library service per week during the time public schools are not in session.

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

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

4. Payment for these services will be made by the City of Bethel in two (2) equal payments of $33,800.00, one prior to November 1, 2014 and the other prior to March 31, 2015.

_____ _____

Mary C. Pete
Director
Kuskokwim Campus
University of Alaska Fairbanks

Date

_____ _____

Pete Pinney
Interim Vice Chancellor for Rural, Community and Native Education
College of Rural and Community Development
University of Alaska Fairbanks

Date

_____ _____

Rosemary Madnick
Executive Director
Grants and Contract Services
University of Alaska Fairbanks

Date

_____ _____

Peter Williams
Acting, City Manager
City of Bethel

Date

# City of Bethel Action Memorandum

| | | | |
|---|---|---|---|
| Action memorandum No. | #14-44 | | |
| Date action introduced: | **June 10, 2014** | Introduced by: | **Peter Williams** |
| Date action taken: | | ☐ Approved | ☐ Denied |
| Confirmed by: | | | |

SUBJECT/ACTION: Approve and affirm the Agreement between the City of Bethel and the Contractor for construction services to complete the Bethel Small Boat Harbor Dredging/Bank Stabilization project. Direct the Acting City Manager to sign the agreement.

| Route to Department/Individual | Initials | Remarks |
|---|---|---|
| Administration/Peter Williams | | The City of Bethel used legislative grant funds to hire DOWL HKM to serve as project manager to oversee the construction of the Bethel Small Boat Harbor Dredging/Bank Stabilization project. DOWL facilitated the bidding process to hire a contractor and selected the contractor to perform the work. |

**Attachment(s):**

1. Proposed Agreement between the City of Bethel and the Contractor for the construction of slope protection along the entrance channel, maneuvering channel, and banks of the Bethel Small Boat Harbor.

| Amount of fiscal impact | Description | Account information |
|---|---|---|
| $3,724,228 | Construction of slope protection measures. | Source of funds: State Designated Legislative Grant to City for $4,000,000. Caselle line item: 22-50-___. |

**Summary statement**

The City of Bethel was awarded a Designated Legislative Grant in the amount of $4,000.000 to cover the cost of dredging and constructing bank stabilization measures at the Bethel Small Boat Harbor and adjoining waterways. The City hired a project management firm (DOWL HKM) to oversee construction and assist the City in the bidding process to hire a contractor. DOWL HKM completed the bidding process to hire a contractor and evaluated and selected the best of three proposals submitted. The contract between the City and Contractor must be approved by the Bethel City Council before work may begin. All work must be completed by October 31, 2015.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

SECTION 00 52 13

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
*A Practice Division of the*
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

# INTRODUCTION

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC C-200, 2007 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC C-410, 2007 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition), and the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

This Agreement form assumes use of a Project Manual that contains the following documentary information for a construction project:

- Bidding Requirements, which include the advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders; and

- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.

The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter, and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive rekeying. (The definitions of terms used in this Agreement, including "Bidding Documents," "Bidding Requirements," and "Contract Documents," are set forth Article 1 of the General Conditions.)

Suggested provisions are accompanied by "Notes to User" to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location: doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in the Uniform Location of Subject Matter (EJCDC N-122).

EJCDC has designated Section 00520 for this Agreement. If this convention is used, the first page of the Agreement would be numbered 00520-1. If CSI's MasterFormat 04™ is being used for the Project Manual, consult MasterFormat 04 for the appropriate section number and number the pages accordingly.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix "I," those of the Bid Form are referenced with the prefix "BF," and those of this Agreement are referenced with the prefix "A."

**NOTE:** EJCDC publications may be purchased from any of the organizations listed on the page immediately following the cover page of this document.

# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR
# FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Bethel ("Owner") and Knik Construction ("Contractor").

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

All materials, equipment, labor, and relate services to construct Bethel Small Boat Harbor Dredging: DCCED Grant #13-60-002. Base Bid was awarded as well as 600-feet of Section F slope protection from Additive Alternative 1 as shown on Exhibit 1.

## ARTICLE 2 – THE PROJECT

2.01 The Project for ~~which~~ the Work under the Contract Documents ~~may be the whole or only a part~~ is generally described as follows:

Construction of slope protection along the entrance channel, maneuvering channel, and banks of the Bethel small boat harbor.

## ARTICLE 3 – ENGINEER

3.01 The Project has been designed by US Army Corps of Engineers (Engineer)~~,~~. ~~which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.~~

3.02 DOWL HKM is the Owner's representative and assumes all duties and responsibilities, and have the rights and authority assigned to the Owner's Representative in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before September 30, 2015 and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before October 31, 2015.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $3,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A~~, 5.01.B, and 5.01.C~~ below:

A. For all Work other than Unit Price Work, a total lump sum of: $ 3,724,228.00.

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item

C. The Bid also included unit prices for additional work beyond scope included may occur during construction. No such additional work shall occur, however, without a valid change order signed and approved by the Owner.

1. "A" Rock unit price $250.00 per cubic yard,

2. "B" Rock unit price $220.00 per cubic yard, and

~~1.~~3. Classified Fill unit price $150.00 per cubic yard.

## ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ~~Engineer~~ Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st (first) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ~~Engineer~~ Owner's Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

   a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by ~~Engineer~~Owner's Representative, and if the character and progress of the Work have been satisfactory to Owner and ~~Engineer~~Owner's Representative, then as long as the character and progress of the Work remain satisfactory to Owner and ~~Engineer~~Owner's Representative, there will be no additional retainage; and

   b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Owner's Representative ~~Engineer~~ shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of ~~Engineer's~~ Owner's Representative's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by ~~Engineer~~Owner's Representative as provided in said Paragraph 14.07.

## ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given ~~Engineer~~Owner's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by ~~Engineer~~Owner's Representative is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 11, inclusive).

2. Performance bond (pages 1 to 3, inclusive).

3. Payment bond (pages 1 to 3, inclusive).

4. Other bonds (pages 0 to 0, inclusive).

   a. n/a

5. General Conditions (pages 1to 71, inclusive).

6. Supplementary Conditions (pages 1 to 4, inclusive).

7. Specifications and Attachments as listed in the table of contents of the Project Manual.

8. Drawings consisting of 26 sheets with each sheet bearing the following general title:

   a. Bethel Small Boar Harbor Dredging, DCCCED Grant #13-60-002 (2 Sheets)

   b. Bethel Small Boat Harbor Dredging, USACE 100% 27 Sep 2011 (18 Sheets)

   c. Bethel Harbor Condition Survey, October 15-19, 2010 (4 Sheets)

   d. Bethel Harbor Project Condition Survey, September 25, 2013 (2 Sheets)

~~8.~~9. Addenda (numbers 1 to 4, inclusive). See Attachment E

~~9.~~10. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid (pages 1 to 27, inclusive). See Attachment F

   *b.* Documentation submitted by Contractor prior to Notice of Award (pages 1 to 1 inclusive)~~.~~ (includes revised Additive Alternative No1 bid). See Attachment F

   ~~*b.*~~*c. Exhibit 1 (1 Sheet).*

~~10.~~11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages 1 to 2, inclusive).

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

[This section intentionally left blank.]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Bethel

By: Peter Williams

Title: Port Director

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Knik Construction

By: Dan Hall

Title: Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

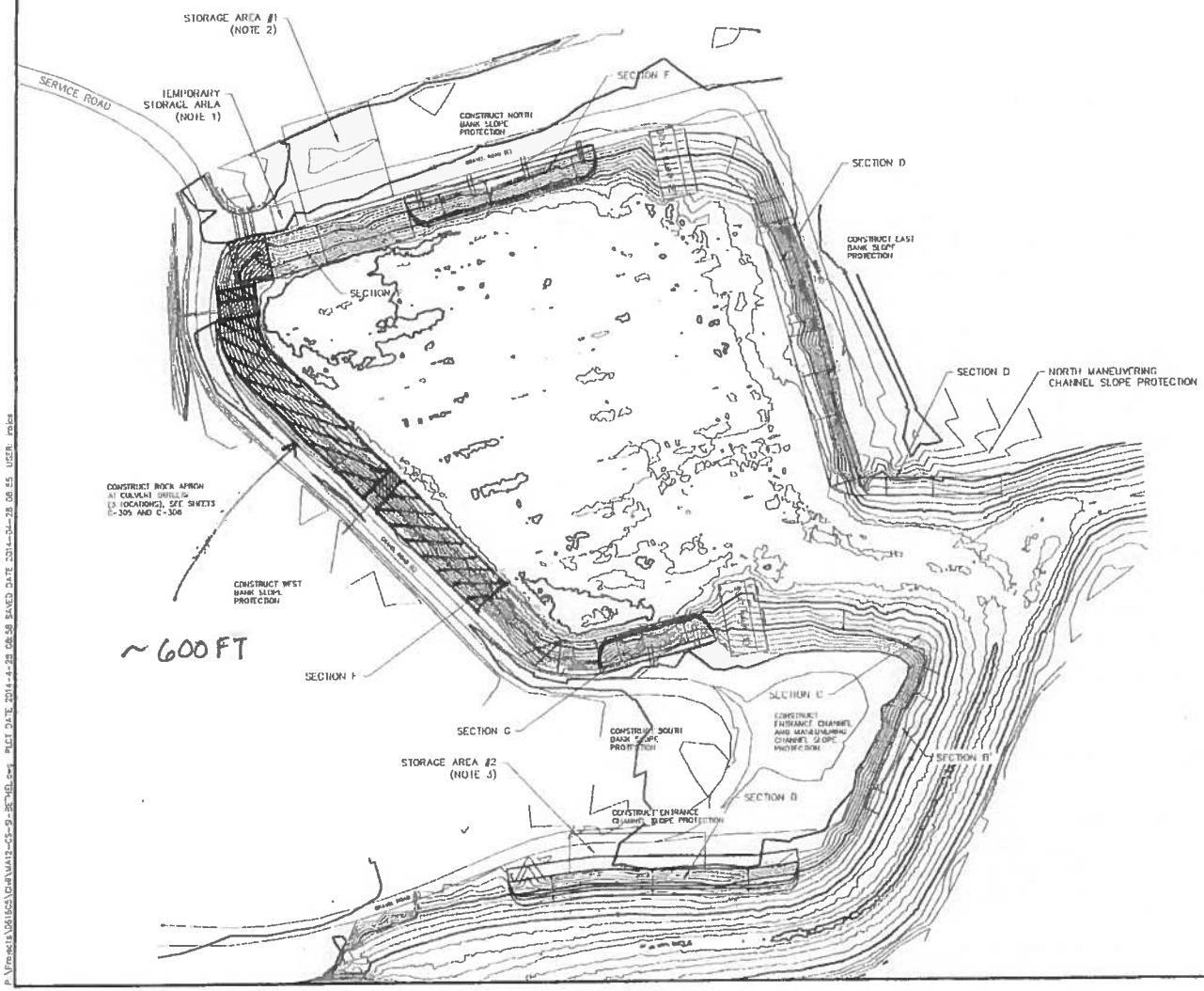
_____

License No.: _____

(Where applicable)

Agent for service of process:

_____




REVISED ADDITIVE ALTERNATIVE No 1

N

80 0 80 160
SCALE IN FEET

## GENERAL NOTES

1. TEMPORARY STORAGE AREA SHALL BE USED TO STORE EXCAVATED MATERIAL THAT CAN NOT BE REUSED IN THE PROJECT. THE MATERIAL WILL BE ALLOWED TO DRAIN AND WILL BE HAULED TO LANDFILL FOR USE AS COVER MATERIAL. THE AREA IS APPROXIMATELY 40FT BY 40FT.
2. THIS STORAGE AREA IS APPROXIMATELY 100FT BY 150FT. IT CAN BE USED BY CONTRACTOR FOR STORAGE OF EQUIPMENT & MATERIALS.
3. THIS STORAGE AREA IS APPROXIMATELY 40FT BY 150FT. IT CAN BE USED BY CONTRACTOR FOR STORAGE OF EQUIPMENT & MATERIALS.
4. CONTRACTOR SHALL COORDINATE WITH OWNER ON EXACT LOCATION OF EACH AREA.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY, SECURITY, AND COMPLYING TO APPLICABLE REGULATIONS OF THE STORAGE AND STORAGE AREAS THROUGHOUT PROJECT.

## SCOPE OF WORK

THIS PROJECT SCOPE OF WORK INCLUDES THE SLOPE PROTECTION PORTIONS, WITH SOME MODIFICATION, OF THE US ARMY CORP OF ENGINEERS' (USACE) DRAWINGS "BETHEL SMALL BOAT HARBOR DREDGING, BETHEL ALASKA" DATED 27 SEPT 2011. THESE DRAWINGS ARE ATTACHED FOR REFERENCE. THE PROJECT SCOPE AND BID SCHEDULE ARE AS FOLLOWS:

BASE BID: THE BASE BID INCLUDES ALL ARMOR ROCK SECTIONS. THESE INCLUDE THE CHANNEL SLOPE PROTECTION–SECTION B (UNMODIFIED), SOUTH BANK SLOPE PROTECTION–SECTION G (UNMODIFIED), AND NORTH BANK SLOPE PROTECTION–SECTION E (MODIFIED). THE UNMODIFIED AREAS HAVE THE SAME SCOPE AS IN THE USACE REFERENCE DRAWINGS. THE NORTH BANK SLOPE PROTECTION –SECTION E IS MODIFIED TO START 20–FT EAST OF THE EASTERNMOST DOCK AND END 20–FT WEST OF THE WESTERNMOST DOCK.

ADDITIVE ALTERNATIVE #1: THE ADDITIVE ALTERNATIVE #1 INCLUDES THE WEST BANK SLOPE PROTECTION–SECTION F (UNMODIFIED), ENTRANCE CHANNEL SLOPE PROTECTION–SECTION D' (UNMODIFIED), MANEUVERING CHANNEL SLOPE PROTECTION–SECTION C (UNMODIFIED), AND THE NORTH BANK SLOPE PROTECTION–SECTION F (MODIFIED). THE UNMODIFIED AREAS HAVE THE SAME SCOPE AS IN THE USACE REFERENCE DRAWINGS. NORTH BANK SLOPE PROTECTION–SECTION F IS MODIFIED TO START AT THE WEST END OF NORTH BANK SLOPE PROTECTION–SECTION E AND END AT THE NORTH END OF THE WEST BANK SLOPE PROTECTION.

ADDITIVE ALTERNATIVE #2: THE ADDITIVE ALTERNATIVE #2 INCLUDES THE EAST BANK SLOPE PROTECTION (UNMODIFIED) AND A NEW SECTION CALLED NORTH MANEUVERING CHANNEL SLOPE PROTECTION–SECTION D (NEW). THE EAST BANK SLOPE PROTECTION IS UNMODIFIED FROM THE USACE REFERENCE DRAWINGS. NORTH MANEUVERING CHANNEL SLOPE PROTECTION WILL INCLUDE A NEW SECTION D. IT WILL START AT THE SOUTH END OF THE EAST BANK SLOPE PROTECTION AND END 200 FT TO THE EAST.

ADDITIVE ALTERNATIVE #3: THE ADDITIVE ALTERNATIVE #3 INCLUDES THE ROCK APRONS AT THE CULVERT OUTLETS. THIS IS UNMODIFIED FROM USACE REFERENCE DRAWINGS AND INCLUDES THE 24–INCH CULVERT, 36–INCH CULVERT, AND THE THREE 48–INCH CULVERTS. IT ALSO INCLUDES THE INLET WORK AROUND THE THREE 48–INCH CULVERTS.

EXHIBIT #1

| REVISIONS | | | |
|---|---|---|---|
| REV | DATE | DESCRIPTION | BY |

DOWL HKM

CITY OF BETHEL SMALL BOAT HARBOR DREDGING
SCOPE OF WORK

BETHEL, ALASKA

PROJECT 0616025
DATE 04/25/2014

© DOWL HKM 2014

SHEET

# Mayor's Report

STATE CAPITOL
P.O. Box 110001
Juneau, AK 99811-0001
907-465-3500
fax: 907-465-3532

# Governor Sean Parnell
STATE OF ALASKA

550 West Seventh Avenue, Suite 1700
Anchorage, AK 99501
907-269-7450
fax 907-269-7461
www.Gov.Alaska.Gov
Governor@Alaska.Gov

June 4, 2014

The Honorable Eric Middlebrook
Mayor
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Eric,

Dear Mayor Middlebrook,

Thank you for your correspondence regarding funding for your community priorities. I appreciate your strong advocacy for projects in your area that will benefit Alaskans. My Administration fully understands the importance of capital funding, and we are pleased to partner with you to build a strong future for Alaska.

The budget I signed on May 28th includes funding for several important community requests including education, revenue sharing, and infrastructure needs such as roads and water and sewer projects. Enclosed is a list of projects for communities in House District 37.

I remain committed to a fiscally responsible budget that promotes economic growth and strengthens families. My Administration will continue to focus on spending less and saving more for the future, while investing in Alaska's economy. I look forward to our continued work together and value your participation in this public process.

Best regards,

Sean Parnell

Sean Parnell
Governor

Enclosure

Bethel/Aleutians (HD 37) Only

# Impact House District Detail (1337)

| HD | Dept | Project Title | Unrestricted GF Amount | Designated GF Amount | Other Amount | Federal Amount | Total |
|---|---|---|---|---|---|---|---|
| **Bethel/Aleutians (HD 37)** | | | | | | | |
| | Commerce | Alaska Village Electric Cooperative - Bethel Electric System Upgrade | 940,000 | 0 | 0 | 0 | 940,000 |
| | Commerce | Aleutians East Borough- Akutan Harbor | 300,000 | 0 | 0 | 0 | 300,000 |
| | Commerce | Association of Village Council Presidents - Yukon-Kuskokwim Energy/Freight Corridor Planning & Design | 600,000 | 0 | 0 | 0 | 600,000 |
| | Commerce | Atka Dispatchable Heat | 0 | 115,000 | 0 | 0 | 115,000 |
| | Commerce | Bethel - Sewage Lagoon | 700,000 | 0 | 0 | 0 | 700,000 |
| | PubSaf | Bethel - Trooper Office Improvements and Hangar Energy Repairs | 500,000 | 0 | 0 | 0 | 500,000 |
| | Correct | Bethel - Yukon-Kuskokwim Correctional Center Deferred Maintenance | 250,000 | 0 | 0 | 0 | 250,000 |
| | Commerce | Chignik Lagoon - Fire Equipment Storage Units | 12,650 | 0 | 0 | 0 | 12,650 |
| | Trans | Cold Bay - Approach Lighting System Replacement | 0 | 0 | 0 | 382,000 | 382,000 |
| | Trans | Cold Bay - Crosswind Runway Reconfiguration | 0 | 0 | 0 | 3,800,000 | 3,800,000 |
| | Commerce | King Cove - Landfill Expansion and Upgrade Project | 500,000 | 0 | 0 | 0 | 500,000 |
| | Trans | King Cove Road - Izembek | 2,100,000 | 0 | 0 | 18,900,000 | 21,000,000 |
| | NatRes | King Cove Road - Izembek Right-of-Way and Permitting | 100,000 | 0 | 0 | 0 | 100,000 |
| | Commerce | Packers Creek Hydroelectric Project Phase II | 0 | 2,352,700 | 0 | 0 | 2,352,700 |
| | Commerce | Pilot Point - 1st Response Fire Fighting Equipment | 49,273 | 0 | 0 | 0 | 49,273 |
| | Commerce | Port Heiden - Power Distribution System Upgrade | 99,953 | 0 | 0 | 0 | 99,953 |
| | Commerce | Unalaska - Generator Purchase, Installation, Training, and Startup | 1,000,000 | 0 | 0 | 0 | 1,000,000 |
| | | **Bethel/Aleutians (HD 37) total:** | **7,151,876** | **2,467,700** | **0** | **23,082,000** | **32,701,576** |
| | | **Report total:** | **7,151,876** | **2,467,700** | **0** | **23,082,000** | **32,701,576** |

# 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 June 10 to June 24 ,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. Utility easement was completed.
  2. Pro Dev's report is in the council packet.

- **Ridgecrest Rd.-** DOT is waiting for the results of the traffic study.

- **Miscellaneous**
  1) **CBA Negotiations** – The city's neg. team meet will meet June 18th and 19th to discuss City Councils response too the Union's proposal.
  2) **Sewer Lagoon** – June 16th Council passed Resolution supporting funding for the sewer lagoon.
  3) **Personnel**
     - **Public Works:** Greg Sargent turned down the Public Works Director position. The Acting PW Director and I are looking over the current applications and will re-advertise the position again.
     - **P.D –Police Chief-** Two applications were forwarded too the new Interim City Manager for review by the City Clerk.
     - **H.R. Position-** We have received four applications for this position. The City Clerk is keeping track of the applicants.
     - **Tower Rd-** City Attorney and I meet with Mr. Faulkner and Mr. Walsh. We agreed to give him 60 days before we evict F/W from Tower Rd. They have to pay what his various companies owe the city for sales tax and rent. Before any *new* business is conducted with the City his accounts must be current.
     - **Laundromat-** Mr. Chung has agreed to pay $1300.0 per wk of what he owes at the same time Continue paying $800.00 per mo. for use of the premises. A Confession of Judgment and a new lease will be produced for Councils review for the July 8th meeting.

- **Q.F.C.** –Still needs to be resolved but some information needs to be gathered to determine the amount owed.
- 
- **Hoffman Fuel**- Meet with Mr. Bobby and Greg Hoffman. Results,, scheduled for Executive I Session June 24
- 
- **Northweb Trans.-** Delinquent Port account that our City Attorney is working to collect approx. $13,000 is ongoing.
- **Leases and Agreements, Contracts**- Library agreement and the Courthouse Janitorial Services Contract, SBH Construction Contract ,Special Services Contract for the Police Dept, and Letter from the City Attorney too Mrs. McEachern regarding electrical services.
- **Farpoint Surveying**- Surveyor and I went over the work he has completed and what he had let to do.
- **ATG**- The Grant Writer forwarded a check request from Mr.Trantham. A credit card receipt from a store in Anchorage was attached. The credit card was not a city issued credit card. I asked the Grant Writer to inform ATG that in the future request for payments and purchases for goods should be done formally with a purchase order issued by the city. The City Attorney informed me that Mr. Trantham has be told in the past that he is not authorized to make request for checks for purchases. ATG needs to follow the procurement code in Chapter 4 of the BMC

# Management Team Reports

**MEMORANDUM**

DATE: June 17, 2014

TO: Peter Williams, Acting City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – June 24, 2014 Bethel City Council Meeting

**Sanitation Deficiency System Database**
I am preparing two projects for entry into the Sanitation Deficiency System database administered by the Indian Health Service. The system contains public water, wastewater, and solid waste projects in need of funding. A collection of federal funders review the projects submitted, scores them, and allocates funding based on the scores.

In order to maximize the City's chance of funding, the $11 to $14 million sewage lagoon project was broken down into smaller +/- $2 million projects. The project that must be completed first is replacement of the truck deposit site. The second project is the dredging of cell #1 and cell #2.

The City will have another chance to apply for water and sewer project funds in August when USDA will be soliciting Capital Improvement Projects and develop a funding list from projects submitted.

**RFPs and Proposal Selection**
The City scored proposals received for pre-employment background screening services and selected a company to award a contract.

The City's RFP for scrap metal removal from the landfill resulted in no responses. One company contacted the City afterward and wanted to arrange a pay-for-removal deal.

There are several RFPs being developed:

- Reverse E-911 system for use by the Dispatch Center at the Bethel Police Department
- Appraiser
- Surveyor
- Hydrographic survey for small boat harbor/river

**Land and Water Conservation Fund Grant**
I prepared and submitted the City's Land and Water Conservation Fund grant application to the Alaska Department of Natural Resources, Division of Outdoor Programs. The City must still take care of several environmental clearances to complete the application package.

**Wind Energy Grants**
The project manager for AVEC met with me to discuss the plan for AVEC's wind energy purchase and installation in Bethel. The City is using its wind energy feasibility study funding to assist AVEC in placing two wind data collection towers in Bethel, one at a primary site and another at a secondary site.

# City of Bethel
# Grant Summary
# Calendar Year 2014

## Preparing

| Sponsor | Name | Products/Services | City Depts. (Partners) | Date | $ Grant $ City Match |
|---|---|---|---|---|---|
| USDA, EPA, IHS, DEC. | Sanitation Deficiency System Database | Sewage Lagoon Rehabilitation projects: 1. Replace truck dump site; 2. Dredge. | Public Works | 6/20/14 | $643,255/ $643,255 $4,116,618/ $56,745 |

## Submitted in Calendar Year 2014

Most recent first

| Sponsor | Name | Products/Services | City Depts. (Partners) | Date | $ Grant $ City Match |
|---|---|---|---|---|---|
| Alaska Dept. of Natural Resources, Division of Parks and Outdoor Rec. | Full Land & Water Conservation Fund grant application | Pinky's Park Upgrades: new multiuse sports field, boardwalk, decks, garden high tunnel. | Parks and Rec. | 6/16/14 | $125,000 Other grants + in-kind match |
| Rasmuson Foundation | Tier 2 Proposal for requests greater than $25,000 | Furniture, fixtures, and equipment for the aquatic center | Parks and Rec. | 3/14/14 | $740,549 0 |
| Federal Emergency Management Association | Assistance to Firefighters Grant | 22 Self-contained breathing apparatus (airpacks) | Fire | 12/6/13 | $125,290 $5,000? |

## Approved in Calendar Year 2014

Most recent first

| Sponsor | Name | Products/Services | City Depts. (Partners) | Date | $ Grant $ Match |
|---|---|---|---|---|---|
| YKHC-Diabetes Prevention and Control Program | Funding to reduce incidence of diabetes onset | Exercise equipment and pool swim gear | Parks and Rec. | 3/6/14 | $196,969 |

## Not Approved in Calendar Year 2014

| Sponsor | Name | Products/Services | City Depts. (Partners) | Date | $ Grant $ Match |
|---|---|---|---|---|---|

# 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**

**Elections**

Election training conducted on June 11. The City is still interested in hiring a few more election officials if anyone is interested.

General Election Preparation: Working on updating the City's Website for the 2014 Regular Election. Prepared notices, calendars, transport bags and Election Day materials.

**Primary Election**

July 20, Last day to register or update voter registration.
August 4, Absentee Voting opens in the City Clerk's Office.
August 19, Primary Election Day. Polls open from 7 a.m. – 8 p.m.

**City of Bethel Regular Election/REAA Election**

July 29, Declaration of Candidacy packets become available.
August 5, Declaration of Candidacy filing period opens.
August 20, Declaration of Candidacy filing period closes at 4p.
August 21, Write in candidates may file a declaration of candidacy.
August 22, Last day for ballot measure adoption.
August 27, Last day for candidates to file their Alaska Public Offices Commission Forms with APOC.
September 7, Last day to register or update voter registration.
September 22, Absentee Voting opens in the City Clerk's Office.
October 2, Last day to register as a write-in candidate.
October 7, Regular Election/REAA Election Day, polls open from 8a -8p.
October 9, Absentee By Mail Ballot acceptance closes at 6:00p.
October 9, Canvass Board Meeting 6p.
October 14, Council Regular Meeting, Certification of the Election and Oath to newly elected officials.

October 20. Councils Special Meeting, appointing members to committee/commissions.

**General Election**

October 5, Last day to register or update voter registration.
October 20, Absentee Voting opens in the City Clerk's Office
November 4, 2014 General Election Day, polls open from 7a- 8p.

**Interim City Manager**

Mr. Greg Moyer will be flying out to Bethel on the 24th of June, arriving in the afternoon.
Provided a list of available rentals to the Interim City Manager.
Have frequent communication with him to insure he is fully up to date on the City's current issues.

**HR Related**

Reposted the Public Works Director position on Anchorage Daily News which includes a posting on Career Builder for a period of 30 days.

The Office has received 12 applications for the City Manager position. The Council may want to discuss a plan/calendar for the City Manager recruitment process. The advertisement for the position will be closing in one week. If the Council would like to continue the advertising for the position, more funds will need to be appropriated.

The Office has received six applications for the HR Manager position. The advertising for this position will close in one week. Mr. Moyer was provided copies of the applications, he intends to hold interviews shortly after his arrival.

**Documents**

Created an Ordinance establishing Kuimavik Board as the advisory committee for the pool facility. The Board will review the ordinance and perhaps request modifications to the document prior to its presentation to the Council.

Created A policy for the City's processing of Contracts which is being reviewed by the Attorney's office and the Acting City Manager. In conjunction the policy, I have begun a draft of procedures and a task outline for employees.

**Miscellaneous**

Researching options regarding Marijuana and alcohol taxation at the request of a council member. Asked for assistance from the Finance Director with these issues.

I am assisting Council Member Whitney with the preparation of the Trails Committee meeting scheduled for July 1.

The office is catching up on the electronic records management program. We hope to have all Ordinances and Resolutions on the Laserfiche system by the end of the month.

The office is working on transferring all of the cemetery files to the City's Caselle program.

The City Clerk will be on approved leave from July 8th – July 18th. Bernard Mael will be available for all of the Council's functions. The Office will have irregular hours while the City Clerk is out of town; open from 8-12 and from 1-4.

The City of Bethel currently has vacancies on the following Committees & Commissions.

**Port Commission**
2 Commission Vacancies with three year terms and 2 Alternate Vacancies

**Public Works Committee**
1 Committee Vacancy with three year term and 2 Alternates Vacancies

**Energy Committee**
2 Committee Vacancies with three year term and 2 Alternate Vacancies

**Finance Committee**
2 Alternate Vacancies

**Planning Commission**
2 Commission Vacancies, 1 three and 1 one year term, and 2 Alternate Vacancies

**Public Safety and Transportation Commission**
2 Commission Vacancies with three year terms and 2 Alternate Vacancies

**Parks and Recreation Committee**
2 Alternate Vacancies

**The City of Bethel is committed to citizen involvement in local government to develop programs and services, which provide efficient and positive benefits for residents, workers and visitors.**
**The City has established committees which are advisory in nature and commissions which are quasi-judicial. Qualifications to serve vary with the committees and commissions, but the most important qualifications are interest and a willingness to serve your community.**

**If you are interested in offering your services to Bethel's community, by serving on a committee or commission, please pick up an application at the City Clerk's office or contact the City Clerk at 543-1384 or at lstrickler@cityofbethel.net for more information.**