



Planning Commission Meeting Agenda

Regular Meeting Thursday, October 8, 2015 – 6:30PM
City Hall Council Chambers 300 Chief Eddie Hoffman Highway

MEMBERS

Joy Shantz
Chair
Term Expires
12/2015

John Guinn
Vice-Chair
Term Expires
12/2015

Council Rep.
Term Expires

Kathy Hanson
Committee Member
Term Expires
12/2016

Cliff Linderth
Committee Member
Term Expires
12/2016

Vacant
City Planner
Ex-Officio Member

Betsy Jumper
Recorder

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (5 Minute Limit)
- IV. APPROVAL OF THE AGENDA
- V. APPROVAL OF THE MINUTES OF AUGUST 13 AND SEPTEMBER 10, 2015
- VI. NEW BUSINESS
 - A. Alaska Marine Lines renewal of the lease for the warehouse located at the city dock--formerly the Northland warehouse ; (ACTION ITEM)
 - B. Transfer of Title for United States Survey No. (USS) 4117, lot 15—the old Readiness Center location—located approximately across from the “Q-2”; transfer the Title back to the City of Bethel from the Bureau of Land Management (BLM); (ACTION ITEM)
 - C. Orutsarmuit Native Council (ONC) would like for the City to make a road, so ONC can have access to their land, Lot 13, USS 4117, near Lot 15, USS 4117, for a possible future housing development; (DISCUSSION)
 - D. Introduction of Ordinance 15-29: Amending the Bethel Municipal Code BMC Chapter 4.08—Acquisition and Disposal of Land; (ACTION ITEM)
 - E. Request by City Attorney to look into/review/discuss: tall towers ordinance; city-wide zoning; nuisance properties; abandoned properties; site plan permits; easements; subdivisions; conditional use/special use permits; and property taxes
- VII. COMMISSIONER’S COMMENTS
- VIII. ADJOURNMENT

City of Bethel, Alaska Planning Commission

August 13, 2015

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on August 13, 2015 in the City of Bethel Council Chambers room, in Bethel, Alaska.

Chair Joy Shantz called the meeting to order at 6:30p.m.

II. ROLL CALL:

Compromising a quorum of the Committee, the following members were present for roll call: John Guinn, Heather Pike, Kathy Hanson, Joy Shantz; Cliff Linderoth. Recording the meeting was Patty Burley.

III. PEOPLE TO BE HEARD: Nobody wished to be heard.

IV. APPROVAL OF AGENDA:

MOTION TO APPROVE THE AGENDA OF AUGUST 13, 2015

MOVED:	John Guinn	To approve the agenda.
SECONDED:	Cliff Linderoth	
VOTE ON MOTION	All in favor 5 yes, 0 opposed.	

V. APPROVAL OF MINUTES:

MOTION TO APPROVE THE MINUTES MAY 14, 2015 AND JULY 11, 20145

MOVED:	John Guinn	To approve the minutes.
SECONDED:	Cliff Linderoth	
VOTE ON MOTION	All in favor 5 yes, 0 opposed	

VI. NEW BUSINESS: A. PUBLIC HEARING: PRELIMINARY PLAT OF UNITED STATES SURVEY NO. 3230 A, VACATING A COMMON LOT LINE BETWEEN LOTS 6 & 7, BLOCK 12 TO CREATE JWS SUBDIVISION. THE APPLICANT IS SHOWALTER SMITH. THE ADDRESS IS 372 JACOB'S WAY.

MOVED:	Kathy Hanson	To approve the preliminary plat.
SECONDED:	Heather Pike	
VOTE ON MOTION	All in favor 5 yes, 0 opposed	

B. RELOCATING THE PLANNING OFFICE: A discussion ensued.

VII. COMMISSIONER'S COMMENTS: (not available)

VII. ADJORNMENT: (not available)

Next meeting will be on Sept. 10, 2015

ATTEST: _____, Joy Shantz, Chairperson
 _____, Betsy Jumper, Recorder

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City of Bethel, Alaska

Planning Commission Meeting

Sept. 10, 2015

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Planning Commission was held on Thursday, Sept. 10, 2015, at 6:30 PM in the City of Bethel Council Chambers room, in Bethel, Alaska. Vice-Chair Guinn called the meeting to order at 6:35 pm.

II. ROLL CALL

Compromising a quorum of the Committee, the following members were present for roll call: John Guinn, Joy Shantz (telephonically), Kathy Hanson, and Cliff Linderoth. Also present was Recorder Betsy Jumper and City Manager Capela.

III. PEOPLE TO BE HEARD: Nobody wished to be heard.

IV. APPROVAL OF AGENDA

MOTION TO APPROVE THE AGENDA OF SEPT. 10, 2015

MOVED:	Kathy Hanson	To approve the agenda for the meeting of September 10, 2015.
SECONDED:	Cliff Linderoth	
VOTE ON MOTION All in favor 4 yes and 0 opposed. Motion carries.		

V. NEW BUSINESS: **A.** Tall Towers Ordinance **B.** Zoning **C.** City Manager Proposal on Amending BMC Chapter 4.08—Acquisition and Disposal of Land, and BMC 4.10—Disposal of Personal Property of the City **D.** Complete Streets Ordinance. Since Cliff was unable to stay for very long, it was decided to move item A. lower on the list. Item B. was discussed briefly. City Manager Capela gave an overview of Item C. The commissioners unanimously opposed Item C. Items A. and D. didn't get discussed since Cliff had to go.

VI. ADJOURNMENT

MOVED:	Cliff Linderoth	Motion to adjourn the meeting at 7:10 pm.
SECONDED:	Kathy Hanson	
VOTE ON MOTION 4 yes and 0 opposed. Motion carries.		

Next meeting on will be on October 8, 2015

_____, Joy Shantz, Chairman
 ATTEST: _____, Betsy Jumper, Recorder



4025 Delridge Way SW, Ste #200
Seattle, WA 98106

City of Bethel
Attn: Lori Strickler, City Clerk
P. O. Box 1388
Bethel, AK 99559

Ms. Strickler:

This letter is to inform you of Alaska Marine Lines' (AML) intention to renew our lease of the City of Bethel's warehouse located at the city dock facility. AML would like to propose a two year agreement with a 1.5% increase over the current lease rate of \$2,000.00 per month, a copy of the current lease agreement is attached as well.

Please let us know if you need any further information regarding this matter.

Thank you,

Maureen Fitzgerald
Alaska Marine Lines

**CITY OF BETHEL PORT FACILITIES
RENEWAL OF LEASE AGREEMENT**

This Renewal of Lease Agreement ("Lease") entered into this 24th day of January 2013, is made by and between the City of Bethel, a municipal corporation organized under the laws of the State of Alaska, located at 300 State Highway, Bethel, Alaska, 99559, ("Lessor"), and Northland Services, a corporation organized under the laws of the State of Washington, whose physical address is ("Lessee"). This Lease is a renewal of the 2011 lease previously in effect between the parties which terminated on July 1, 2012.

TERMS

1. DESCRIPTION OF PREMISES. Lessor leases to Lessee the premises located at the Bethel City Dock, Bethel Recording District, Fourth Judicial District, State of Alaska, and described more particularly as follows:

The Old Northwest Navigation Warehouse with dimension of the warehouse being 80' long x 60' wide (hereinafter "demised premises").

2. TERM. The term of this Lease shall be forty (40) months, retroactive to July 1, 2012 ("Commencement Date") and terminating the last day of the month of October 31, 2015 (the "Termination Date").

3. RENT. Rent shall be payable at the rate of \$1,800.00 (US) per month for the first twenty (20) months. For the second twenty (20) months, rent shall be payable at the rate of \$2,000 (US) per month.

Rent shall be due and payable to Lessor on the first day of each month during the term of the Lease. If rent is not received by the 5th of each month, Lessee shall be in breach and Lessor shall have the right to charge a 5% interest for each day in which the Lease is due and/or to seek any and all remedies available to it by law, including, but not limited to, terminating this Lease Agreement.

4. USE OF PREMISES. The demised premises are to be used by Lessee for the purposes of handling and storing Lessee's LCL (less container load) freight. Lessee shall restrict its use of the demised premises to such purposes subject to the terms, conditions, and other restrictions contained in this Lease. Lessee shall not use or permit the use of the demised premises for any other purpose without the prior, express, and written consent of Lessor, or Lessor's authorized agent.

5. RESTRICTIONS ON USE.

A. Lessee shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes.

B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

C. Hazardous Substances.

1. Except as provided herein, Lessee shall not use the demised premises for the handling, storage, or to otherwise facilitate transportation of any Hazardous Substance. Lessee shall be permitted to handle and store freight on the demised premises that contains hazardous materials packaged in non-bulk packaging as defined by 49 C.F.R. Ch. 1, § 171.8, as amended. In the event Lessee handles or stores any non-bulk packaging hazardous materials, Lessee shall comply with all laws, rules and regulations respecting the handling, transporting, and storing of hazardous materials in non-bulk packaging, including but not limited to 49 U.S.C. § 5101 *et. seq.*, as amended and the hazardous materials regulations contained in 49 C.F.R. Parts 100-180, as amended. Lessee shall be solely responsible for any and all liability which results from the handling or storing of any non-bulk packaging hazardous materials on the demised premises, including but not limited to all costs of clean-up, legal costs, including all reasonable attorneys' fees and costs incurred by Lessor as a consequence of Lessee's handling or storage of such hazardous materials on, at, or within the demised premise pursuant to this section.

2. Indemnification. In addition to the indemnification provided in Section 22 of this Lease, Lessee shall protect, indemnify, defend and hold harmless Lessor from any and all loss, damage, cost, expense, judgment or liability of any and every kind and description (including without limitation reasonable attorneys' fees and costs) arising or resulting directly or indirectly out of the use, generation, manufacture, production, processing, installation, storage, treatment, handling, release, discharge, disposal or presence of a Hazardous Substance in, on, under or about the demised premises.

3. Hazardous Substance defined. For purposes of this Lease, "Hazardous Substance" shall mean any flammable, explosive, or radioactive material, crude or refined petroleum, or any hazardous, toxic, or dangerous waste, substance, or material, including hazardous materials, defined as such in (or for purposes of) any Environmental Law.

"Environmental Law" shall mean any Federal, State or local law, ordinance, code, regulation, rule, order, or decree, relating to, or imposing liability or standards of conduct concerning the treatment, storage, use or disposal of any Hazardous Substance, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Action (42 U.S.C.A., Sec. 9601, *et seq.*) as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, (42 U.S.C.A. Sec. 6901, *et seq.*), the Clean Air Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Pesticide Act, the Federal Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Emergency Planning and Community Right-To-Know Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, all applicable federal regulations, as amended, and Alaska Statutes, Title 46,

Chapters 03, 08 and 09, as amended, and the City of Bethel Municipal Code ("BMC"), as now or at any time hereafter in effect.

6. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY. Lessee shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

7. UTILITIES. Lessee shall arrange and pay for all utilities furnished to the demised premises for the term of this Lease, including, but not limited to, electricity, gas, water, sewer, and telephone service.

8. REPAIRS AND MAINTENANCE. Lessee shall maintain the demised premises and keep them in good repair at Lessee's expense, except that side and rear exterior walls and the roof will be maintained in good condition by Lessor. Lessor shall also repair and maintain the premises, including all utilities, not otherwise damaged by Lessee or resulting from Lessee's neglect. Lessee and Lessor performed an inspection of the demised premises prior to Lessee's occupation thereof. (Refer to original contract between parties)

9. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES.

A. Lessor represents that the demised premises are in fit condition for use by Lessee.

B. Lessee shall surrender the demised premises on the Termination Date, or termination of this Contract if sooner than Termination Date, in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Lessee shall remove all business signs, equipment, structures and goods placed on the demised premises by Lessee and restore the demised premises to the same condition as when received.

10. PARTIAL DESTRUCTION OF PREMISES. Partial destruction of the demised premises shall not render this Lease void or voidable, nor terminate it except as specifically provided in this Lease. If the demised premises are partially destroyed during the term of this Lease, Lessor shall repair them within forty-five (45) days of the partial destruction or as soon thereafter as can be made in conformity with governmental laws and regulations. Written notice of the intention of Lessor to repair shall be given to Lessee within fifteen (15) days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the demised premises by Lessee. If the repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this Lease in effect with a proportional rent rebate to Lessee as provided for in this Lease. If the repairs cannot be made in sixty (60) days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.

11. RIGHT OF ENTRY.

A. Lessor reserves the right to enter the demised premises at reasonable times to inspect the demised premises, perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the demised premises are located, and Lessee shall permit Lessor to do so.

B. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the demised premises, or loss of occupation of the demised premises.

12. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE.

A. Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the demised premises without the prior, express, and written consent of Lessor.

B. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that, in the opinion of Lessor, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from Lessor to remove them, Lessor reserves the right to enter the demised premises and remove them at the expense of Lessee.

13. BUSINESS SALE SIGNS. Lessee shall not conduct "Going out of Business," "Lost Our Lease," "Bankruptcy," or other sales of similar nature on the demised premises without the prior written consent of Lessor.

14. NONLIABILITY OF LESSOR FOR DAMAGES.

Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the demised premises during the term of this Lease or any extension of such term. Lessee shall defend and indemnify Lessor from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

15. INSURANCE.

A. Lessee shall obtain, at its own expense, and maintain at all times during the term of this Lease, and shall require any consultant or contractor entering the Property on its behalf to obtain general liability insurance providing at least one million dollars (\$1,000,000) as a combined single limit (CSL) for property damage and bodily injury and two million dollars (\$2,000,000) aggregate. A certificate of general liability insurance must be provided to the Lessor prior to any use of the demised premises for the uses described in this Lease.

B. All insurance required by the Lease must include the Lessor, its officers, agents, and employees as an additional insured and contain a waiver of subrogation endorsement.

C. Lessee agrees to provide no less than thirty (30) days' written notice of cancellation for any material change in coverage.

D. Lessee agrees to maintain automobile liability insurance in the amount of one million dollars (\$1,000,000) for bodily injury and property damage.

E. Lessee shall maintain and provide a certificate of coverage to the Lessor of any Workers' Compensation and employers' liability insurance as required by Alaska law.

F. Lessee shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Lease. Unless otherwise provided for in this Lease, Lessee shall maintain such insurance from the execution of this Lease until terminated and the demised premises fully restored.

G. All certificates and endorsements for any insurance Lessee is required to provide under this section shall be submitted to Lessor and attached to Exhibit A of this Lease.

16. PROPERTY INSURANCE.

A. Lessor may elect to obtain property insurance for the leased building protecting its own financial interests. Lessee shall not be named or added as a co-insured on such policy nor provided any coverage.

B. All property belonging to Lessee or others that is in, on or adjacent to the leased premises shall be there at the risk of the Lessee or of such other person only. Lessor and its officers and employees shall not be liable for any loss or damage to such property.

17. ASSIGNMENT, SUBLEASE, OR LICENSE.

A. Lessee shall not assign or sublease the demised premises, or any right or privilege connected with the demised premises, or allows any other person except agents and employees of Lessee to occupy the demised premises or any part of the demised premises without first obtaining the written consent of Lessor. Consent by Lessor shall not be consent to a subsequent assignment, sublease, or occupation by other persons.

B. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate this Lease at the option of Lessor.

C. The interest of Lessee in this Lease is not assignable by operation of law without the prior written consent of Lessor.

18. BREACH. The failure of Lessee to comply with each term and condition of this Lease, the appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, or any action taken or allowed to be taken by Lessee under any bankruptcy act, shall constitute a breach of this Lease. Lessee shall have ten (10) days following receipt of written notice from Lessor of any breach to correct the conditions specified in the notice. If the corrections cannot be made within the ten (10) day period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessee within ten (10) days after receipt of the notice and Lessee takes steps to correct the default as soon as reasonably practicable.

19. REMEDIES OF LESSOR FOR BREACH BY LESSEE.

No right or remedy conferred by this Lease is intended to be exclusive of any other right or remedy provided by this Lease or by law. In addition to other rights and remedies provided by law, Lessor shall have the following remedies in the event Lessee breaches this Lease and fails to make corrections.

A. Lessor may reenter the demised premises immediately and remove the property and personnel of Lessee, store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee.

B. Upon reentry, Lessor may terminate this Lease on giving thirty (30) days' written notice of termination to Lessee. Without such notice, reentry will not terminate this Lease. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including, but not limited to, the cost of recovering the demised premises and the balance of the rent payments remaining due and unpaid under this Lease.

C. After reentry, Lessor may re-let the demised premises or any part of the demised premises to a new lessee for any term at such rent and on such terms as Lessor may choose. Lessor may make all reasonable alterations and repairs to the demised premises at Lessee's expense. The duties and liabilities of the parties if the demised premises are re-let shall be as follows:

1. In addition to Lessee's liability to Lessor for breach of this Lease, Lessee shall be liable for all expenses of the re-letting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new lease and the rent installments that were due for the same period under this Lease.

2. Lessor, at its option, shall have the right to apply the rent received from Re-letting the premises (a) to reduce Lessee's indebtedness to Lessor under this Lease, not including indebtedness for rent, (b) to expenses of the re-letting and alterations and repairs made, (c) to rent due under this Lease, or (d) to payment of future rent under this Lease as it becomes due.

3. If the new lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new lessee have been otherwise applied by Lessor as provided for in this section, and during any rent installment period, are less than the rent payable for the corresponding installment period under this Lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may, at any time after such re-letting, terminate this Lease for the breach on which Lessor based the reentry and re-let the demised premises.

D. After reentry, Lessor may procure the appointment of a receiver to take possession and rents and profits of the business of Lessee. If necessary to collect the rents and profits, the receiver may carry on the business of Lessee and take possession of the personal property used in the business of Lessee, including inventory, trade fixtures, and furnishings and use them in the business without compensating Lessee.

20. ATTORNEY FEES.

If Lessor files an action to enforce any provision or term of this Lease, or for breach of any covenant or condition, Lessee shall pay Lessor all attorney's fees and costs reasonably incurred by Lessor to enforce this Lease.

21. INDEMNITY.

Lessee shall defend, indemnify and hold harmless Lessor, including its elected and appointed officials, officers, employees, legal representatives, consultants, agents, and assigns from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, or otherwise), actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement, and reasonable attorney's fees), charges, forfeitures, liens, and liabilities or losses of any nature or kind whatsoever, including, but not limited to, personal injury, property damage and wrongful death (collectively "claims"), arising or resulting directly or indirectly from (1) a breach of this Agreement by Lessee; (2) a misrepresentation by Lessee; (3) an act, negligent or intentional, or error, or omission of Lessee; or (4) Lessee's operations or use of the Dock or the Facilities; except to the extent that any portion of any such claim arises from an act or omission of the Lessor or arises from a structural defect in the Dock. For purposes of this section, "Lessee" shall include Lessee's officers, employees, agents, contractors, subcontractors, invitees, customers, or assigns, and their respective employees, agents, contractors, or subcontractors directly responsible to Lessee for any activity or services rendered on the demised premises. All the foregoing rights to indemnification shall survive the expiration, abandonment, termination, or early termination of this Lease.

22. CONDEMNATION.

Eminent domain proceedings resulting in the condemnation of a part of the demised premises, but leaving the remaining premises usable by Lessee for the purposes of its business, will not terminate this Lease unless Lessor or Lessee, at its option, terminates this Lease by giving written notice of termination to the non-terminating party within 30 days of receiving notice of commencement of the eminent domain action. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate this Lease as to the portion of the demised premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the demised premises has been reduced for the business purposes of Lessee. Lessee assigns and transfers to Lessor any claim it may have to compensation for damages as a result of any condemnation.

23. OPTION TO RENEW.

Lessor grants to Lessee an option to renew this Lease for two (2) years, with all other terms and conditions of the renewal lease to be the same as those in this Lease unless otherwise agreed by the parties in writing. To exercise this option to renew, Lessee must give Lessor written notice of intention to do so at least 180 days, per

BMC 4.08.050, before this Lease expires. If the Lease term expires pending renewal in accordance with this section, the parties may continue month-to-month until a new lease is entered. During this holdover period, the terms of this Lease shall remain in effect and Lessee shall continue to pay rent at the rate set forth in section 3 of this Lease.

24. WAIVER.

The waiver by either party by default in the performance of any term or provision of this Agreement will not be construed as a waiver of any subsequent default in the performance of any term or provision of this Agreement.

25. GOVERNING LAW.

It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Alaska and the City of Bethel.

26. VENUE.

The venue for any action brought to enforce this Lease shall be brought in the Superior Court for the Fourth Judicial District of the State of Alaska located at Bethel, Alaska or other state superior court as agreed to by the parties, or, if federal jurisdiction applies, in the United States District Court for the District of Alaska, located in Anchorage, Alaska.

27. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

28. MODIFICATION OF AGREEMENT.

Any modification of this Lease or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

29. SEVERABILITY. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected portion shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

30. UNDERSTANDING OF THE PARTIES.

This Lease has been jointly negotiated and drafted by the parties and both parties have had the ability and opportunity to consult with legal counsel prior to execution of this Lease. In the event of a dispute arising out of this Lease, the terms of the Lease shall not be construed for or against either party. Each party states that they fully understand the same and signs this Lease as their own free act without any duress.

31. COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all

parties.

32. NOTICES.

A. All notices, demands, or other writings that this Lease requires to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor:
City of Bethel
ATTN: City Manager
PO Box 1388
Bethel AK 99559-1388

To Lessee:
Northland Services
ATTN:
PO Box 24527
Seattle WA 98124

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above-provided may be changed by written notice given by such party as above-provided.

33. BINDING EFFECT.

This Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

34. TIME OF THE ESSENCE. It is specifically declared and agreed that time is of the essence of this Lease.

35. PARAGRAPH HEADINGS.

The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

36. AUTHORITY.

By signing this Lease, the undersigned represent that they are authorized to execute this Lease and bind the parties and their respective officers, directors, employees, agents, heirs, successors and assigns hereto, and that they have not assigned any claim covered by this release.

37. EFFECTIVE DATE.

This Lease shall take effect on the date of both parties have executed this Lease. In the event the Lease is executed in counterparts, the Effective Date shall be the date upon which the final party to this Lease signs below.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, each party to this Lease has caused it to be executed on the date below.

LESSOR:

CITY OF BETHEL



By: Lee Foley
Its: City Manager

Date: 02/23/13

LESSEE:

NORTHLAND SERVICES



By: Larry Keith Stauffer
Its: President

Date: 1/24/13

**Exhibit A to the
City of Bethel Port Facilities
Renewal Lease Agreement**

Certificate of Insurance

The certificates of insurance required by Lessee pursuant to Section 16 of the Lease Agreement shall be attached hereto.





CC

TERMINAL OFFICE

KINGSTON SERVICE





CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-1373
Fax: 907-543-1394



September 30, 2015

Jenny Anderson
Reality Specialist
Anchorage Field Office
Bureau of Land Management

RE: Your E-mail of Sept 28, 2015 too Ann Capela

Dear Mrs. Anderson,

In regards to the Transfer of Title for U.S Survey 4117, Lot 15, the City of Bethel intends develop the parcel for Recreation and Public use. The MOU that was signed by the State of Alaska and the City of Bethel states that the parcel was originally Patented for the purpose of public use ((Patent No. 50-69-0049).

Sincerely,

Peter Williams
Acting City Manager

cc: Ann Capela



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

MAR 23 2015 - rec'd
in Planning Dept.
Department of Natural Resources
Division of Mining, Land & Water
Realty Services Section
550 West 7th Avenue, Suite 1050A
Anchorage, Alaska 907-501-3579
Main: 907-269-8578
TDD: 907-269-8411
Fax: 907-269-8935

March 17, 2015

Bureau of Land Management
Anchorage District Office
Attn: Karen Kelleher, Anchorage District Manager
4700 BLM Road
Anchorage, AK 99507-2591

Subject: F034685 (ADL 227729) R&PP Patent no. 50-69-0049

Ms. Kelleher,

The State of Alaska, Department of Natural Resources (DNR) has been seeking BLM's approval of a Certificate of Approval of Change of Use and Certificate of Approval of Transfer of Title since 2012 for a parcel of land located in Bethel. BLM's compliance exam was completed November 2013, and since that time we have had no response from BLM regarding our 2012 request.

This parcel of land was patented to the City of Bethel, Alaska on August 7, 1968, under Patent 50-69-0059, pursuant to the Recreation and Public Purposes Act of June 14, 1926, 44 Stat. 741 as amended. The City of Bethel applied for and received a Certificate of Approval of Change of Use (Certificate No. 50-38) on November 2, 1999 which transferred the public recreation purpose to the State of Alaska on behalf of the Alaska Army National Guard for a Readiness Center and Operational Maintenance Shop.

On March 28, 2012 the Alaska Army National Guard notified DNR that it no longer needed the property for development of a National Guard Readiness Center and requested a relinquishment of its management rights. In May of 2012 DNR received a letter from the City of Bethel confirming its interest in the conveyance.

In September of 2012 DNR, DMLW submitted an Application for Land for Recreation or Public Purposes Change of Use and Transfer of Title (Form 2740-1) along with a warrant for \$100.00 to cover the processing fee.

To date we are still waiting for BLM's approval of this action. Please provide a status update and an approximate time frame for when we can expect a response to our request. If there is anything further we can provide to expedite this action please let me know. Thank you, appreciate your time.

Sincerely,

Handwritten signature of Jerri Sansone in black ink.

Jerri Sansone
Chief, Realty Services Section

cc:

Dave Mushovic, BLM
Clark Cox, DMLW, SCRO
Cindy Schoniger, DMLW, Acquisition Unit
Rachael Pitts, City of Bethel Planning Director
ADL 231576
ADL 227729
OSL 1190

Attachments:

Patent no. 50-69-0049
Certificate of Approval of Change of Use No. 50-38
March 28, 2012 letter Alaska National Guard to DNR
May 3, 2012 letter City of Bethel to DNR
August 16, 2012 letter DNR to Dave Mushovic
September 12, 2012 Application for Land For Recreation or Public Purposes Form 2740-1
State of Alaska warrant/Receipt No. 2665685 from BLM

Form 1860-9
(March 1965)
(formerly 4-1043)
Fairbanks 034685

8/7/1966

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS

City of Bethel, Alaska

is entitled to a Land Patent pursuant to the Recreation and Public Purposes Act of June 14, 1926, 44 Stat. 741, as amended, 43 U. S. C. 869 (1964) for the Lot 15 of the land embraced in U. S. Survey No. 4117, situated one and one-half miles west of Bethel, Alaska, containing 10.54 acres:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said City of Bethel, Alaska, the tract above described, for use for recreational purposes only; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said City of Bethel, Alaska, and to its successors forever; subject, however, to the following reservations, conditions and limitations:

EXCEPTING AND RESERVING TO THE UNITED STATES

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U. S. C. 245.
2. A right-of-way thereon for the construction of railroads, telegraph, and telephone lines, as prescribed and directed by the Act of March 12, 1914, 38 Stat. 395.
3. All the mineral deposits in the lands so patented, and to it, or persons authorized by it, the right to prospect, mine and remove such deposits from the same under applicable law.

Patent Number **50-69-0049**

Fairbanks 034665

Subject to a right-of-way for a Federal Aid Highway. Act of August 27, 1958, as amended, 23 U. S. C. 317.

Provided, that, if the patentee or its successor attempts to transfer title to or control over the lands to another or the lands are devoted to a use other than that for which the lands were conveyed, without the consent of the Secretary of the Interior or his delegate, or prohibits or restricts, directly or indirectly, or permits its agents, employees, contractors, or subcontractors (including without limitation, lessees, sublessees and permittees), to prohibit or restrict, directly or indirectly, the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race, creed, color, or national origin, title shall revert to the United States.

If the patentee or its successor in interest does not comply with the provisions of the approved plan of development and management, filed on July 29, 1965, with the Bureau of Land Management, or by any revision thereof approved by the Secretary of the Interior or his delegate, said Secretary or his delegate, after due notice, and opportunity for a hearing, may declare the terms of this grant terminated in whole or in part. The patentee, by acceptance of this patent, agrees for itself and its successors in interest that such declaration shall be conclusive as to the facts found by the Secretary or his delegate and shall, at the option of the Secretary or his delegate, operate to revert in the United States full title to the lands involved in the declaration.

The Secretary, or his delegate, may in lieu of said forfeiture of title require the patentee or its successor in interest to pay the United States an amount equal to the difference between the price paid for the land by the patentee prior to issuance of this patent and 50 percent of the fair market value of the patented lands, to be determined by the Secretary or his delegate as of the date of issuance of this patent, plus compound interest computed at four percent beginning on the date this patent is issued.

The grant of the herein described lands is subject to the following reservations, conditions, and limitations.

- (1) The patentee or his (its) successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.
- (2) If the patentee or his (its) successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964, and the requirements imposed by the Department of the Interior issued pursuant to that title, during the period during which the property described herein is used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits, the Secretary of the Interior or his delegate may declare the terms of this grant terminated in whole or in part.
- (3) The patentee, by acceptance of this patent, agrees for himself (itself) or his (its) successors in interest that a declaration of termination in whole or in part of this grant shall, at the option of the Secretary or his delegate, operate to revert in the United States full title to the lands involved in the declaration.
- (4) The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.
- (5) The patentee or his (its) successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed.
- (6) The reservations, conditions, and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the patentee and his (its) successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits.
- (7) The assurances and covenant required by sections (1)-(6) above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h) (1967 edition).

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

[SEAL]

GIVEN under my hand, in Anchorage, Alaska
the SEVENTH day of AUGUST in the year
of our Lord one thousand nine hundred and SIXTY-EIGHT
and of the Independence of the United States the one hundred
and NINETY-THIRD.

By Neil R. Bassett
Chief, Branch of Lands

Patent Number 50-69-0049

12-01-1968

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. F-034685
Certificate No. 50-39

CERTIFICATE OF APPROVAL
OF TRANSFER
(ACT OF JUNE 14, 1926; 44 STAT. 741;
43 U.S.C. 869 ET SEQ., as amended)

This is to certify that the authorized officer of the Bureau of Land Management authorizes the transfer of the lands described below in Patent No. 50-69-0049, dated August 7, 1968, from the City of Bethel to the State of Alaska on behalf of the Alaska Army National Guard to use for as a Readiness Center and Operational Maintenance Shop. This approval is subject to the reversionary provisions of the above noted Act.

Lot 15, U.S. Survey No. 4117, Alaska, further described as T. 8 N., R. 71 W., Seward Meridian.

Containing 10.54 acres, more or less.

11/02/97
Date

Cliff E. Howard
ACTG - ANCHORAGE FIELD OFFICE
Title



STATE OF ALASKA

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

FACILITIES MANAGEMENT OFFICE

Sean Parnell, GOVERNOR

Environmental Department
P O . BOX 5-549
FT RICHARDSON, ALASKA 99505
PHONE: (907) 428-6764
FAX: (907) 428-6787

March 28, 2012

Jusdi R. McDonald
State of Alaska Department of Natural Resources
550 W. 7th Avenue, Suite 900C
Anchorage, Alaska 99501

Subject. Relinquishment of Lot 15, Chief Eddie Hoffman Highway, Bethel, Alaska and the Management Right Assignment ADL 227729.

Dear Ms. McDonald,

The State of Alaska Department of Military & Veterans Affairs-Facility Management Division (DMVA) has determined that the property known as Lot 15 on Chief Eddie Hoffmann Highway is no longer needed for development of a National Guard Readiness Center. The legal description of the property is:

Lot 15, U.S. Survey No. 4117, Alaska, further described as
T. 8 N., R. 71 W., Seward Meridian, records of the Bethel
Recording District, Fourth Judicial District, State of Alaska.

The subject property underwent site preparation work in 2005. The lot was prepared by first removing approximately 3,625-cubic yards of organic material and metal debris (cars, sand filled drums, wood, etc.) from the former borrow pit turned disposal site.

Most of the disposed of material came from cleaning up the river bank of used cars and sand filled drums that had been used as rip rap (stream bank protection). Environmental sampling was conducted at the limits of the excavation. In an August 12, 2005 letter from the State of Alaska Department of Environmental Conservation (ADEC) indicated that the site was adequately characterized and that "no further action" would be required. A copy of the letter is attached.

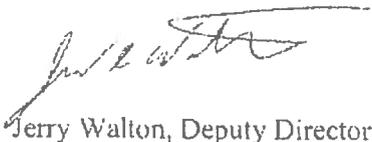
The site was further developed by bringing the lot surface closer to road grade. Approximately 65,000-cubic yards of Class C fill and topsoil were brought in and compacted on 8-inch lifts. The finished product was a pad approximately 300-ft by 400-ft (120,000-sf) with an average of 10 to 12-feet thickness (maximum thickness was 20-feet). The pad sideslopes were completed at a 3:1 slope and covered with topsoil. The lot, slopes, and area around the footing of the fill were hydro-seeded with grass seed to stabilize the fill.

Subject: Relinquishment of Lot 15, Chief Eddie Hoffman Highway, Bethel, Alaska and the Management Right Assignment ADL 227729.

DMVA hereby relinquishes Management Rights of the subject parcel to the Department of Natural Resources for the parcel to be returned to the City of Bethel per the requirements of the Memorandum of Understanding Lot 15, USS 4117, Bethel, Alaska recorded December 20, 1999.

If you have any questions or require further information please contact myself or Tim Shaw (907-428-6764).

Sincerely,



Jerry Walton, Deputy Director
DMVA-FMD
(907) 428-6770

Encls:

1. As-Built Survey.
2. ADEC No Further Action Letter (Aug. 12, 2005).



Celebrating 50 Years of Service

CITY OF BETHEL

Planning Department
P.O. Box 1388
Bethel, Alaska 99559

May 3, 2012

Attn: Jusdi McDonald, Natural Resource Specialist II
Division of Mining, Land, & Water
Alaska Department of Natural Resources

Dear Ms. McDonald:

This letter is to confirm that **City of Bethel** is interested in getting back from the State of Alaska Department Natural Resources (DNR) Lot 15 US Survey 4117 T.8N., R. 71 W., Seward Meridian containing 10.54 acres, more or less recorded in the Bethel Recording District, Fourth Judicial District, State of Alaska.

City of Bethel will take over the responsibility of ownership of Lot 15 US Survey 4117 T.8N., R. 71 W., Seward Meridian containing 10.54 acres, more or less records of the Bethel Recording District, Fourth Judicial District, State of Alaska as outlined in the "Memorandum Of Understanding".

In providing this letter, we understand that State of Alaska including departments State of Alaska Department of Military and Veterans Affairs (DMVA) and Department of Natural Resources (DNR) will no longer have Management Rights which include interest or responsibilities with respect to the parcel known as Lot 15 US Survey 4117 T.8N., R. 71 W., Seward Meridian containing 10.54 acres, more or less once the title has been transferred and recorded with the State of Alaska Records Office.

Sincerely,

Daniel Shea

Daniel Shea, MRCP
Planning Director



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Natural Resources

Division of Mining, Land & Water
Realty Services Section

550 West 7th Avenue, Suite 1050A
Anchorage, Alaska 99501-3579
Main: 907.269.8578
TDD: 907.269.8411
Fax: 907.269.8935

August 16, 2012

Bureau of Land Management
Anchorage Field Office
Attn: Dave Mushovic, Lands Manager
6881 Abbott Loop Road
Anchorage, Alaska 99507

Re: F034685 (ADL 227729) patent no. 50-69-0049

Dear Mr. Mushovic:

Patent no. 50-69-0049 was issued to the City of Bethel 1968, under the Recreation and Public Purposes Act. In accordance with the Act, the city applied for, and was approved for, a transfer of title to the State of Alaska, DNR, and a change of use, for the Alaska Army National Guard (AANG).

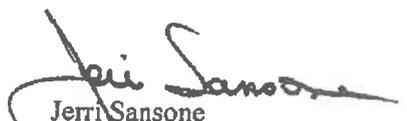
The AANG has recently indicated their desire to release their use of the property as they no longer have a need for it, and the City of Bethel has indicated their willingness to reacquire the property.

In order to facilitate these requests, the state will be applying to BLM for a change in use, and a transfer of title, utilizing the Application for Land for Recreation or Public Purpose, Form 2740-1. We are in the process of obtaining a statement of planned use from the City as part of your requirements.

From our phone conversation yesterday, you had indicated that a compliance exam of the property is overdue and one may be necessary in order to facilitate this transfer. This letter serves as notice that the State is currently obtaining the necessary documentation for submittal to BLM. If it is possible that the compliance exam could be completed this fall it would be greatly appreciated by the City of Bethel, AANG, and DNR in order to finalize the transfer of the property this year.

If there is anything further we need to provide please let me know.

Sincerely,


Jerri Sansone
Chief, Realty Services Section

Cc:

✓ Clark Cox – DMLW – SCRO
Debi Knapp – DMLW Acquisitions Unit

F034685

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**APPLICATION FOR LAND FOR
RECREATION OR PUBLIC PURPOSES**
(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

Date	Serial Number (BLM use only)
08/21/2012	
Home phone (include area code)	

1a. Applicant's name State of Alaska, DNR, DMLW	b. Address (include zip code) 550 W. 7th Ave., Ste 1050A., Anch., AK 99501	Business phone (include area code) 907-334-2552
--	---	--

2. Give legal description of lands applied for (include metes and bounds description, if necessary)

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
Lot 15, USS 4117		8 North	71 West	Seward

County of	State of Alaska	Containing (acres) 10.54
-----------	-----------------	--------------------------

3a. This application is for: Lease Purchase (If lease, indicate year)

b. Proposed use is Public Recreation Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

CHANGE OF USE AND TRANSFER OF TITLE

The State of Alaska, DNR, owns a 10.54 acre parcel identified above that was acquired from the City of Bethel for benefit and use of the Alaska Army National Guard upon receipt of BLM's Certificate of Approval of Change of Use and Certificate of Approval of Transfer dated 11/2/1999.

The Alaska Army National Guard has notified DNR that it no longer has a need for the parcel and the City of Bethel has indicated its desire to obtain the property for recreational use by the residents of the city.

DNR desires to transfer the property to the City of Bethel for the residents of the City of Bethel. Attached is a copy of the plan for the use of the site by the City of Bethel. The proposed use meets the intent of the law.

The city has the resources to develop the parcel.

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.
AS 38.05.035
MOU between City of Bethel and SOA, Department of Military and Veterans Affairs, dated 11/2/1999

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or public purposes pursuant to the Recreation and Public Purposes Act, consider this application as a petition for such classification.

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? Yes No (If "no," describe the situation or activity and your plans for achieving compliance.)

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? Yes No (If "no," describe the situation or activity and the reasons for nonaccessibility).

Applicant's Signature

Lou Edanson

Date 9/11/12

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 (Sales) and 43 CFR 2912 (Leases).
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
- 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
 - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
 - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
 - c. Type and general location of all proposed improvements, including public access (roads, trails, etc.). This showing may take the form of inventory lists, maps, plats, drawings, or

Item

- blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
- d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
- e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
- f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
- g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) provide that you be furnished the following information in connection with information required by this application for a Land Use Authorization.

AUTHORITY: 43 U.S.C. 869 et seq.; 43 CFR Part 2740

PRINCIPAL PURPOSE: The information is to be used to process your application.

ROUTINE USES: (1) The adjudication of the applicant's request for a Land Use Authorization. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in use of public lands or resources. (4) (5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is mandatory for processing of the application. If all the information is not provided, the application may be rejected.

The Paperwork Reduction Act of 1995 requires us to inform you that:

BLM collects this information to process your request for Federal lands under the provisions of June 14, 1926 (43 U.S.C. 869 as amended), Recreation and Public Purposes Act.

Information will be used to illustrate whether the applicant meets requirements of regulations found in 43 CFR Subpart 2740. Response to this request is mandatory, see regulations found in 43 CFR Subpart 2741.4.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 40 hours per response, including the time for reviewing instructions, gathering, and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the U.S. Department of the Interior, Bureau of Land Management (1004-0012), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

This warrant will be administered as unclaimed property under 25.24.45 unless redeemed within six months after the date of issue.

STATE OF ALASKA
TREASURY WARRANT
GENERAL FUND

GIN NO. 27444442

WARRANT NO. 24965098

89-52/1252

DATE OF ISSUE SEP 18, 2012

ONE HUNDRED AND 00/100 DOLLARS

\$ *****100.00

TO THE ORDER OF

10074

24965098

US DEPARTMENT OF INTERIOR
DBA BUREAU OF LAND MANAGEMENT
PO BOX 25047
DENVER CO 80225-0047



⑈24965098⑈ ⑆125200523⑆ 729681000067⑈

REMITTANCE ADVICE - STATE OF ALASKA TREASURY WARRANT - NOT NEGOTIABLE						STOCK NO. 27444442
WARRANT NO. 24965098	MO DAY YR 09 18 12	VENDOR US DEPARTMENT OF INTERIOR			VENDOR ID. BLM09074	
STATE OFFICE PCN 0211 JOHNSON	PHONE 907 465-2421	DOCUMENT AA25306370001	AMOUNT PAID \$100.00			
TYPE IND	REFERENCE NUMBER 09112012	DATE 09 11 12	COMMENTS APPLICATION FILING FEE			AMOUNT 100.00
<p>If you receive recurring payments from State of Alaska, please enroll to receive payments electronically through ACH/EDI. Select the appropriate Electronic Payment Agreement form on our EDI website http://doa.alaska.gov/dof/epay/index.html. Return the completed form to the address in the upper right hand corner of the form. Thank you.</p>						
<p><i>Deposited to the MSC BLM not inquiring Called Jenny Anderson re: Serial # F034685 to apply \$100.00 to fund</i></p>						
<p>Wrt 24965098 \$ 100.00 Jenny BLM Anderson 267-1239</p>						
MAKE INQUIRIES ABOUT PAYMENT TO OFFICE LISTED ABOVE						

**United States Department of the Interior
Bureau of Land Management
ANCHORAGE DISTRICT OFFICE
4700 BLM ROAD
ANCHORAGE, AK 99507
Phone: 907-267-1403**

Receipt

No: 2665685

Transaction #: 2746773		<div style="border: 2px solid black; padding: 5px; display: inline-block;"> RECEIVED <div style="border: 1px solid black; width: 100px; height: 30px; margin: 5px auto; text-align: center;">OCT 2 2</div> <p>REALTY SERVICES</p> </div>
Date of Transaction: 10/04/2012		
CUSTOMER:		
STATE OF ALASKA 550 W 7TH AVE SUITE 900C ANCHORAGE, AK 99501-3514 US		

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	SUSPENSE, MISCELLANEOUS / SUSPENSE, MISCELLANEOUS / TEMPORARY HOLD (1 WEEK ONLY)	APPLICATION FILING FEE	100.00	100.00
TOTAL:					\$100.00

PAYMENT INFORMATION			
1	AMOUNT:	100.00	POSTMARKED: N/A
	TYPE:	CHECK	RECEIVED: 10/04/2012
	CHECK NO:	24965098	
	NAME:	STATE OF ALASKA 550 W 7TH AVE SUITE 900C ANCHORAGE AK 99501-3514 US	

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.



**Planning Commission
Resolution 96-31**

A Resolution removing "swimming" as a specific use of Sand Pit Lake recreational site.

WHEREAS, the City of Bethel is the owner of Lot 15, USS 4117, a 10.54 acre recreational site located on Chief Eddie Hoffman Highway, Bethel, Ak.

AND WHEREAS, the City of Bethel received said parcel by United State Patent (Patent No. 50-69-0049) under the Recreation and Public Purposes Act (43 U.S.C. 869 *et seq.* June 14, 1926).

AND WHEREAS, said patent provided for the exclusive use of this site as, "- - -for use for recreational purposes only;" , subject to an approved Development and Management Plan ("Plan").

AND WHEREAS, the City of Bethel filed with the Bureau of Land Management ("BLM") a Plan on July 29, 1965 that described the City's specific use of, and need for, this site as Picnic and Swimming Area.

AND WHEREAS, the drainage deposition pond that is located within the boundaries of this site is without a suitable source of water that would allow this pond to be used for swimming without creating a significant health hazard. AND, because of this water quality condition the City of Bethel has not authorized the use of this pond for swimming purposes for at least the past 15 years.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission requests the City Administration to amend the current Plan on file with BLM by excluding swimming as a use.

Approved by the City of Bethel Planning Commission:

Vote: Unanimous

Date: August 15, 1996

Attest: _____
John F. Malone, Planning Administrator

APPROVED AUGUST 15, 1996

When Recorded Return To:
State of Alaska
Dept. of Natural Resources
Division of Mining, Land & Water
Realty Services Section
3601 C Street, Suite 960
Anchorage, Ak. 99503-5936

**STATE OF ALASKA
FOURTH JUDICIAL DISTRICT**

STATUTORY QUITCLAIM DEED SUBJECT TO CONDITIONS

KNOW ALL BY THESE PRESENTS,

GRANTOR, the CITY OF BETHEL, an Alaskan Municipal Corporation, P.O. Box 388, Bethel, Alaska 99559 is the holder of certain rights, title and interest in the herein described real property pursuant to U.S. Patent No. 50-69-0049 issued August 7, 1968 under authority granted in the Recreation and Public Purposes Act of 1926 (43 U.S.C. 869 *et seq.* June 14, 1926).

On November 2, 1999, upon application by Grantor to the U.S. Department of Interior, Bureau of Land Management, and passage of Land Disposal Ordinance No. 99-18 by Grantor, the U.S. Department of Interior, Bureau of Land Management issued the attached Certificate of Approval of Transfer (Certificate No. 50-39) and the attached Certificate of Approval of Change of Use (Certificate No. 50-38) to the State of Alaska.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants, conveys and quitclaims to Grantee, the STATE OF ALASKA, Department of Natural Resources, 3601 C Street, Anchorage, Alaska 99503-5936 all of its interest in and to the following described real property situated and located in the Bethel Recording District, Fourth Judicial District, State of Alaska:

Lot 15, U.S. Survey No. 4117, Alaska, records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

THIS CONVEYANCE IS MADE SUBJECT TO AND UNDER THE CONDITIONS CONTAINED in the Memorandum of Understanding executed between the State of Alaska, Department of Natural Resources, the Department of Military and Veterans Affairs and the City of Bethel, effective November 2, 1999 for the use of this property.

IN TESTIMONY WHEREOF, the City of Bethel has caused these presents to be executed by the City Manager pursuant to City of Bethel Land Disposal Ordinance #99-18 passed on the 24th day of August, 1999.

EXECUTED at Bethel, Alaska, this _____ day of _____, 1999

Robert Herron
City Manager

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 1999 before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Robert Herron to me known to be the person described in and who executed the above and foregoing deed 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 this _____ day of _____, 1999.

Notary Public in and for the State of Alaska

My commission expires: _____

New proposed ONC Low Income Housing to Evelyn Elliot Lot 11A Plat 96-6





Introduced by: Council Member Maczynski
Introduction Date: September 22, 2015
Public Hearing: October 15, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-29

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 4.08, ACQUISITION AND DISPOSAL OF LAND

WHEREAS, the City's Planning Commission has a vital role in all the City's land use planning and regulations;

WHEREAS, the City of Bethel, City Council recognizes and values the role of the Planning Commission in developing and recommending the City's 2035 Comprehensive Plan as well as numerous other land use documents, and

WHEREAS, SEC. 4.08.050(C) Lease procedures, a notice to renew the lease must be provided by the lessee to the City Clerk's Office at least 180 days prior to the expiration of a lease agreement made between the City of Bethel and the Lessee; and

WHEREAS, the requirement to have the Planning Commission approve all lease renewals by a vote of the Planning Commission and the City Council creates a redundancy in these procedures, and

WHEREAS, the requirement to have the Planning Commission's recommendation on any sale, lease or exchange of city land could negatively impact the city's ability to timely engage in property transfer due to the Planning Commissions quorum requirements;

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

SECTION 1. Classification. This ordinance is of permanent nature and shall be codified within the Bethel Municipal Code.

SECTION 2. Amendment. The Bethel Municipal Code Chapter 4.08 is amended as follows (new language is underlined and ~~old language is stricken out~~):

Introduced by: Council Member Maczynski
Introduction Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

Chapter 4.08
ACQUISITION AND DISPOSAL OF LAND

4.08.010 Rights and powers of City.

The city shall have and may exercise all rights and powers in the acquisition, ownership, holding and disposal of any interest in real property not prohibited by law.

A. Any sale, lease or exchange or purchase of city land shall be approved by the city council by ordinance after consideration of the recommendations of the planning commission.

B. Any lease, lease renewal or exchange of city land shall be approved by the city council by ordinance.

4.08.020 Acquisition.

A. The city may acquire any interest in real property by purchase, lease, exchange, transfer, donation or any other method. All acquisitions not otherwise provided for by law shall be by ordinance enacted by a majority vote of the city council.

B. Real property shall be held in the name of the "city of Bethel."

4.08.030 Disposal.

A. Property No Longer Necessary for Municipal Purposes. The city council may, by ordinance, provide for the disposal of an interest in any real property which is no longer necessary for municipal purposes. All such disposals shall be by sealed bid to the highest bidder and shall be made at least at current assessed value or at current appraised value unless otherwise determined by ordinance.

B. Disposal to Entity Providing Necessary Public Service. The city council may, by ordinance, provide for the disposal of an interest in real property to a municipal, borough, state, or federal or other appropriate entity providing a necessary public service without seeking bids and for less than the current assessed value or current appraised value of that interest in real property. All disposals made pursuant to this subsection for less than the current assessed value or current appraised value shall include a condition requiring that the interest of the city being disposed of shall revert to the city in the event the real property disposed of is not being used to provide the necessary public service justifying the original disposal.

C. Disposal in Furtherance of Development of Local Trade or Industry. The city council may, by ordinance, provide for the disposal of an interest in real property to any person or entity in furtherance of the development of local trade or industry without seeking competitive bids but not for less than the current assessed value or current appraised value, whichever is higher, of that interest in real property. All disposals made pursuant to this subsection shall include a condition requiring that the interest of the city being disposed of revert to the city in the event that the real property disposed of is not being used in furtherance of the development of local trade or industry justifying the original disposal.

Introduced by: Council Member Maczynski
Introduction Date: September 22, 2015
Public Hearing: October 15, 2015
Action:
Vote:

D. Disposal to Compromise Claim. The city council may, by ordinance, compromise disputed claims of litigation by authorizing disposal of an interest in real property.

E. Disposal to Individual With Equitable Claim. The city council may, by ordinance, provide for the disposal of an interest in real property to an individual with an equitable claim of an interest in the property by reason of their occupancy of the property as their principal place of residence prior to January 1, 1963, and their continued occupancy of the property as their principal place of residence after its transfer to the city by the federal townsite trustee without seeking bids and for less than the current assessed value or current appraised value of that property.

F. Disposal to Native Tribal Council. All disposals made by the city to a native tribal council shall include a requirement that the native tribal council waive any immunity from suit for the purpose of enforcing any conditions attached to the disposal of the city's interest in the real property to the native tribal council.

4.08.040 Notice of disposal.

A notice of the proposed disposal of any interest in real property shall be posted in three (3) conspicuous public places within the city for not less than thirty (30) days and published in a newspaper with general circulation for three (3) weeks before the date of the bid opening or not less than thirty (30) days before the date of the passage of the ordinance authorizing the disposal. The notice shall include:

- A. A legal description of the property including the square footage contained therein;
- B. A description of the city's interest being disposed of;
- C. The method of disposal;
- D. The value of the city's interest being disposed of, according to current assessment or current appraisal;
- E. The date of the proposed disposal; and
- F. The time, place and manner in which the proposed disposal shall occur.

4.08.050 Lease procedures.

A. General Regulations. In addition to the regulations governing disposal of property, the following regulations shall apply specifically to leases. The city may renew a lease without public bid and during the renewal process, the city may change any term or condition contained in the original lease.

B. Expiration. Unless the lease is terminated beforehand, or renewed as stated above, the lessee shall peaceably and quietly leave, surrender and yield up to the lessor all the leased land on the last day of the term of that lease.

C. Renewal. If the lessee wishes to renew the lease, the lessee shall make written application to the city clerk for renewal of the lease at least one hundred eighty (180) days prior to the expiration of the lease. The written renewal application shall contain terms of the proposed renewal. The city manager shall, upon majority vote of the ~~planning commission and~~ city council after a public hearing, issue a renewal of the lease to the lessee.

Introduced by: Council Member Maczynski
Introduction Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

D. Subdivision Regulations. All leased property shall be subject to the land use and subdivision regulations of the city.

4.08.055 Use permit procedures.

In addition to the regulations governing disposal of property, the following regulations shall apply specifically to the issuance of use permits:

A. Use Permits. The city may issue revocable use permits allowing for short term or seasonal uses of city property not to exceed six (6) months. The use permit shall include a provision that it is revocable by the city at any time during the term of the permit without liability to the city save for a pro-rata refund of any prepaid permit fees.

B. Land Use Regulations. All property disposed of by use permit shall be subject to the land use regulations of the city. All property disposed of by use permit shall not be subject to the subdivision regulations of the city.

4.08.060 Definitions.

In this chapter, unless otherwise provided or the context otherwise requires:

A. Appropriate Entity. A determination shall be made by the city council as to whether or not the entity in question will further the public interest.

B. "Interest in real property" includes, but is not limited to, fee simple ownership, a lease, an easement, and the possibility of reverter.

C. "Necessary public service" includes, but is not limited to, police protection; fire protection; public health and safety; public education; electric, water and sewer utilities; and marine, land or air transportation.

D. "Shall" is considered mandatory.

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

ENACTED THIS ___ DAY OF SEPTEMBER 2015, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

**Chapter 4.08
ACQUISITION AND DISPOSAL OF LAND**

Sections:

- 4.08.010 Rights and powers of city.
- 4.08.020 Acquisition.
- 4.08.030 Disposal.
- 4.08.040 Notice of disposal.
- 4.08.050 Lease procedures.
- 4.08.055 Use permit procedures.
- 4.08.060 Definitions.

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The city shall have and may exercise all rights and powers in the acquisition, ownership, holding and disposal of any interest in real property not prohibited by law. Any sale, lease or exchange of city land shall be approved by the city council by ordinance after consideration of the recommendations of the planning commission. [Ord. 182, 1988.]

4.08.020 Acquisition.

A. The city may acquire any interest in real property by purchase, lease, exchange, transfer, donation or any other method. All acquisitions not otherwise provided for by law shall be by ordinance enacted by a majority vote of the city council.

B. Real property shall be held in the name of the "city of Bethel." [Ord. 182, 1988.]

4.08.030 Disposal.

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F. Disposal to Native Tribal Council. All disposals made by the city to a native tribal council shall include a requirement that the native tribal council waive any immunity from suit for the purpose of enforcing any conditions attached to the disposal of the city's interest in the real property to the native tribal council. [Ord. 94-09 § 3; Ord. 182, 1988.]

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C. Renewal. If the lessee wishes to renew the lease, the lessee shall make written application to the city clerk for renewal of the lease at least one hundred eighty (180) days prior to the expiration of the lease. The written renewal application shall contain terms of the proposed renewal. The city manager shall, upon majority vote of the planning commission and city council after a public hearing, issue a renewal of the lease to the lessee.

D. Subdivision Regulations. All leased property shall be subject to the land use and subdivision regulations of the city. [Ord. 182, 1988.]

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B. Land Use Regulations. All property disposed of by use permit shall be subject to the land use regulations of the city. All property disposed of by use permit shall not be subject to the subdivision regulations of the city. [Ord. 95-15 § 2.]

4.08.060 Definitions.

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C. "Necessary public service" includes, but is not limited to, police protection; fire protection; public health and safety; public education; electric, water and sewer utilities; and marine, land or air transportation.

D. "Shall" is considered mandatory. [Ord. 182, 1988.]

The Bethel Municipal Code is current through Ordinance 15-14, passed June 15, 2015.

Disclaimer: The City Clerk's Office has the official version of the Bethel Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.cityofbethel.org/>
(<http://www.cityofbethel.org/>)
City Telephone: (907) 543-2087
Code Publishing Company
(<http://www.codepublishing.com/>)

2015 SITE PLANS ISSUED

Number	Housing Type	Date arrived In Planning	Approval Date	Cubic Yards Fill	Lot	Block	Subdivision	Name of Applicant	Land Owner	Address
15-01	Infill	OCT. 2014	4/6/15	87,000	44A		USS 4117	KNIK Construction	Alex Hattely	1171 KNIK RD. ****POA#-2014-484
15-02	Construct a shed, infill	4/3/15	4/3/15	1920	10	6	Kasayuli	Tim and Ashley Crace	Tim and Ashley Crace	5908 Nacaullek Street
15-03	Relocate a 20'x16' bldg	4/14/15	4/14/15	84	9	5	Mumtrelek	Richard Yager	Richard Yager	386 1st Ave.
15-04	Construct a house	4/15/15	4/16/15				Nuvak	Henry Jung	Henry Jung	180 North Ave.
15-05	Erect a wind tower	4/15/15	4/16/01		5	1	Martina Oscar	Robert Sherer	Robert Sherer	430 Ptarmigan St.
15-06	Infill	5/4/15	5/5/15	240	36	6	City Sub	Stanley Hoffman	Stanley Hoffman	327 Akiachak
15-07	Infill	5/5/15	5/5/15	1200	13	3	USS 3230 A&B	Robert Graham	Robert Graham	510-520 6th Ave.
15-08	Infill	5/5/15	5/5/15	1200	21	2	USS 3770	Robert Graham	Robert Graham	280 6th Ave.
15-09	Infill	5/5/15	5/5/15	1296	31	6	USS 3770	Robert Graham	Robert Graham	313 Akiachak Ave.
15-10	Infill	5/6/15	5/6/15	50	20	4	USS 3230 A&B	Casey Burke	Casey Burke	840 7th Ave.
15-11	Infill	5/6/15	5/6/15	600	6	5	USS 3230 A&B	Steven Sorg	Steven and Mandy Sorg	681 6th Ave.
15-12	Infill	5/6/15	5/6/15	500	32	6	City Sub	Casey Burke	Casey Burke	319 Akiachak Ave
15-13	Erect a cell tower	5/8/15	5/11/15		5B	9	USS 3230 A&B	GGI/AWN	GGI	208/210 3rd Ave.
15-14	Infill	5/8/15	5/8/15	250	2,12	15	USS 3230 A&B	The Lumber Yard	Mike Langlie	849 3rd Ave.
15-15	Remodel	5/8/15	5/11/15		32		USS 4117	BCSF	BCSF	1801 Chief Eddie Hoffman Hwy
15-16	Infill	5/11/15	5/11/15	1200	13	11	USS 3230 A&B	Muhamer Kuqo	Muhamer Kuqo	740 3rd Ave.
15-17	Infill	5/11/15	5/11/15	600	5	1	City Sub	Kevin Phelan	Kevin Phelan	013 Kwethluk Lane
15-18	Infill	5/12/15	5/12/15	400	24	7	City Sub	Shane Iverson	Shane Iverson	403 B Napkiak Dr.
15-19	Infill, demolition	5/13/15	5/13/15	48	12	11	USS 3230 A&B	Sandra Abdiu	Sandra Abdiu	720 & 724 3rd Ave.
15-20	infill, construct garage	5/14/15	5/14/15	550	21	4	USS 3230 A&B	James Flemings	James Flemings	870 7th Ave.
15-21	infill	5/14/15	5/15/15	400	10, 11	10	USS 3230 A&B	AVCP, INC.	AVCP, INC	570 3rd Ave.
15-22	infill	5/15/15	5/15/15	400	38	3	Mumtrelek	Rita Kallistook	Rita Kallistook	280 Mission Lake Road
15-23	infill	5/18/15	5/18/15	366	11	1	Tundra Ridge	Robin Kolbus	Robin Kolbus	9462 Ayaginar

2015 SITE PLANS ISSUED

Number	Housing Type	Date arrived in Planning	Approval Date	Cubic Yards Fill	Lot	Block	Subdivision	Name of Applicant	Land Owner	Address
15-24	infill construct a storage shed	5/18/15	5/18/15	300	10A	1	Martina Oscar	Shawn Budovic	Shawn Budovic	602 Ptarmigan St.
15-25		5/19/15	5/9/15		4	6	Tundra Ridge	Sahmi Pellumbi	Sahmi Pellumbi	9140 Ptarmigan St.
15-26	Relocate a 24' x 24' storage shed	5/20/15	5/20/15		1		Commercial Center	AVCP, INC.	AVCP, INC.	820 Front Ave
15-27	infill	5/21/15	5/21/15	40	4	1	USS 3770	James Kohl	James Kohl	308 and 310 7th Ave
15-28	Construct a dorm. office	5-					USS 870	AK. Moravian Church	AK. Moravian Church	
15-29	infill	5/22/15	5/22/15	216	14	5	City Sub	Jesse Gefroh	Jesse Gefroh	104 Quinhagak
15-30	infill	5/26/15	5/26/15	60	8	7	City Sub	David Saizbrun	David Saizbrun	226 Akiak
15-31	construct a 2 bedrm house	5/26/15	5/27/15		2 D1	6	USS 3770	Guinn Building	Spend Abruzi	260 Osage
15-32	infill, construct a storage shed	5/27/15	5/27/15	60	1	3	Uluvuq	Mark & Crystal Celaya	Mark & Crystal Celaya	1202 Ququyuk
15-33	infill	6/1/15	6/1/15	36	10	13	Kasayuli	Dimitri Kargas	Dimitri Kargas	5311 Noel Polly
15-34	construct a garage	6/1/15	6/1/15		21	3	Ptarmigan	Rafe Johnson	Rafe Johnson	1010 Mallard Lane
15-35	demo, construct a duplex	6/3/15	6/4/15		38 A	1	Martina Oscar	Mersin Pellumbi	Agim Braho	462 Oscar Way
15-36	infill	6/5/15	6/5/15	250	2	2	USS 3770	Thad Tikiun	Thad Tikiun	671 Willow Street
15-37	infill	6/8/15	6/8/15	360	43A	3	Mumtrelek	Bryan Nenneman	Bryan & Kathy Nenneman	225 Mission Lake Road
15-38	infill	6/8/15	6/8/15	264	3	2	Tundra Ridge	Naim Sabani	Naim Sabani	9447 Ayaginar
15-39	infill	6/8/15	6/8/15	360	6	5	USS 3770	Shpetin Dema	Shpetin Dema	401 Ridgcrest Drive
15-40	infill	6/9/15	6/9/15	300	10	11	Tundra Ridge	Tiffany Tony	Tiffany and Tekoa Tony	9121 Ptarmigan
15-41	infill, construct a duplex	6/9/15	6/10/15	624	6A	2	USS 3770	Kuqo Construction	Muhamer Kuqo	430 7th Ave.
15-42	addition	6/10/15	6/11/15		8	11	USS 3230 A&B	Bethel Family Clinic	Bethel Family Clinic	631 4th Ave.
15-43	infill	6/16/15	6/16/15	264	8	3	Nuvak	Leonard Patton	Leonard Patton	1425 Yugiak Way
15-44	infill	6/18/15	6/18/15	180	8	11	Tundra Ridge	Jesse Anvil	Jesse Anvil	9125 Ptarmigan St.
15-45	Institutional Corridor	6/24/15	6/24/15				Various	City of Bethel	City of Bethel	Piped water and sewer project
15-46	addition	6/29/15	7/14/15	38E			USS 4117	Baba's Restaurant	Delon Chavez	1725 State Hwy

2015 SITE PLANS ISSUED

Number	Housing Type	Date arrived in Planning	Approval Date	Cubic Yards Fill	Lot	Block	Subdivision	Name of Applicant	Land Owner	Address
15-47	infill, construct a house	07/01/15	07/02/15	360	E-1	2	Mumtrellek	ONC	Alice Noes	218 Kilbuck St.
15-48	infill	07/06/15	07/06/15	240	5	6	City Sub	Robert Herron	Robert Herron	246 Akiak St.
15-49	construct an auto shop	07/06/15	07/07/15	2400	2	12	USS 3230 A&B	Selmani Lumi	Selmani Lumi	970 3rd Ave.
15-50	construct a house	07/06/15	07/08/15		15A	11	USS 3230 A&B	Imogene Samuelson	Imogene Samuelson	816 3rd Ave.
15-51	Pilings, groundwork	07/01/15	07/08/15		Tract D		Mumtrellek	AT&T	Moravian Church	265 Main St.
15-52	construct a storage shed	07/14/15	07/14/15		6	9	City Sub	Jennifer Dobson	Jennifer Dobson	225 Akiak
15-53	Relocate a bldg.	07/14/15			2A	14	USS 3230 A&B	Robert Lindsey	Robert Lindsey	281 Alder St.
15-54	infill, construct a house	07/15/15	07/16/15	900	1	3	Mumtrellek	ONC	Lydia Wheeler	340 Schwable St.
15-55	Construct a house	07/17/15	07/20/15		7	1	Piarmingan	Sahami Pellumbi	Sahmi Pellumbi	216 Akakeek St.
15-56	construct a fence	07/28/15	07/30/15		17	3	Piarmingan	Eric Pavil	Eric Pavil	239 Akakeek St.
15-57	infill	07/30/15	07/30/15	120	23	1	Martina Oscar	Frank Mazarro	Frank Mazarro	834 Piarmingan
15-58	construct a storage shed	07/30/15	08/03/15		8	1	Mumtrellek	Richard Evon	Richard Evon	215 1st Ave.
15-59	void									
15-60	infill, construct a house	08/01/15	08/05/15	1200	7	5	Larson	Jennifer Volkman	Jennifer Volkman	4047 A.J. Way
15-61	infill	08/04/15	08/05/15	2400	11	1	Blueberry	Dan Hackney	Dan & Dawn Hackney	175 Alex Hatley
15-62	infill, relocate a connex	08/15/15	09/08/15	120	1	2	City Center Sub	Veteran's Foreign Wars	VFW	VFW Way
15-63	construct a deck	08/19/15	09/01/15		8	6	City Center Sub	Alan Miller	Alan Miller	420 Napakiak Drive
15-64	construct a shed	08/20/15	09/01/15		15	2	Ulvaq	Floyd Moses	Floyd Moses	1019 Nauraq
15-65	infill	08/21/15	09/01/15	72	4&5	5	Larson	Jeanne Smith	Jeanne Smith	4035 Tunralik Road
15-66	void									
15-67	void									
15-68	construct a streambah	9/8/2015	9/11/2015		6	7	Kasayuli	Joseph Green	Joseph Green	5911 Nacaallek
15-69	infill	9/15/2015	9/18/2015	360	9&10	3	Tundra Ridge	Spencer Rearden	USF&WS	9350 & 9453 Ayaginar