



# City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

**Regular City Council Meeting**

**Tuesday, January 26, 2016**

**6:30 P.M.**

**Council Chambers; Bethel, Alaska**



# City Council Meeting Agenda Regularly Scheduled Meeting January 26, 2016 – 6:30 pm City Hall 300 State Highway, Bethel, AK City of Bethel Council Chambers

Rick Robb  
Mayor  
Term Expires 2017  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Byron Maczynski  
Vice-Mayor  
Term Expires 2017  
545-0970  
[bmaczynski@cityofbethel.net](mailto:bmaczynski@cityofbethel.net)

Leif Albertson  
Council Member  
Term Expires 2017  
543-2819  
[lalbertson@cityofbethel.net](mailto:lalbertson@cityofbethel.net)

Chuck Herman  
Council Member  
Term Expires 2017  
545-5394  
[cherman@cityofbethel.net](mailto:cherman@cityofbethel.net)

Zach Fansler  
Council Member  
Term Expires 2017  
545-3300  
[zfansler@cityofbethel.net](mailto:zfansler@cityofbethel.net)

Nikki C. Hoffman  
Council Member  
Term Expires 2017  
545-6653  
[nhoffman@cityofbethel.net](mailto:nhoffman@cityofbethel.net)

Alisha Welch  
Council Member  
Term Expires 2017  
545-6026  
[arwelch@cityofbethel.net](mailto:arwelch@cityofbethel.net)

Ann Capela  
City Manager  
543-2047  
[acapela@cityofbethel.net](mailto:acapela@cityofbethel.net)

Lori Strickler  
City Clerk  
543-1384  
[lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

Patty Burley  
City Attorney

Mary Sattler  
Lobbyist

- 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) \*1-12-2016 Regular Meeting Minutes P5
  - b) \*1-18-2016 Special Meeting Minutes P15
- VII. REPORTS OF STANDING COMMITTEE**
  - a) Public Safety and Transportation Commission
  - b) Port Commission
  - c) Planning Commission
  - d) Parks, Recreation, Aquatic Health And Safety Center Committee
  - e) Finance Committee
  - f) Energy Committee
  - g) Public Works Committee
  - h) Marijuana Advisory Committee
  - i) Non Standing Committee Reports
- VIII. UNFINISHED BUSINESS**
  - a) Resolution 15-18: Authorization To Transfer Obsolete Used Furniture And Equipment Located At The Bethel Senior Center To ONC Senior Center Program (City Manager Capela) P26
  - b) Public Hearing On Ordinance 15-21: Amending Bethel Municipal Code 5.30, Taxicab, River Taxi, Limousine And Bus Permits, To Requires Video Camera Surveillance System And Global Positioning System Capabilities (Council Member Springer) P36
  - c) Public Hearing Of Ordinance 16-01: Establishing A Limited Moratorium On Commercial Marijuana (Council Member Fansler) P51
  - d) Approval Of City Manager And Two City Council Members To Travel To The National League Of Cities Conference, March 5-9, 2016 (City Manager Capela) P55
  - e) Wind Turbine Maintenance Contract With Northern Power (city Manager Capela) P61
- IX. NEW BUSINESS**
  - a) \*Resolution 16-03: Supporting The Governor's Budget Inclusion Of Revenue Sharing (Council Member Hoffman) P81

Agenda posted on January 20, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Strickler, City Clerk

(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 February 9, 2016**)



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
January 26, 2016 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- b) \*Introduction Of Budget Ordinance 15-14 (c): Fiscal Year 2016 Budget Amendments- Cash Match of \$250,000 For The Ridgecrest Drive Project (City Manager Capela) P82
- c) \*Introduction Of Ordinance 16-02: Property Acquisition From The Department Of Military And Veterans Affairs, Lot 15, USS 4117 (City Manager Capela) P112
- d) \*AM 16-06: Approval Of The Mayor's Appointment Of Kathryn Baldwin To The Parks, Recreation, Aquatic Health And Safety Center Committee As An Alternate Member (Mayor Robb) P122
- e) AM 16-07: Sole Source Justification And Approval To Contract ProDev For YK Fitness Center Request For Proposal And Contracting Support (City Manager Capela)
- f) Review of Donlin Gold Environmental Impact Study (Council Member Hoffman)
- g) \*Personal Leave Request For City Manager (Vice-Mayor Maczynski)
- h) Orutsararmiut Native Council's Request For \$50,000 for In-Kind Donation (City Manager Capela) P124

**X. MAYOR'S REPORT**

**XI. MANAGER'S REPORTS**

**XII. CLERK'S REPORT**

**XIII. COUNCIL MEMBER COMMENTS**

**XIV. EXECUTIVE SESSION**

- a) Executive Session As Per Alaska Statutes 44.62.310: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-Lease With Lower Kuskokwim School District, Killbuck (City Manager Capela) P146
- b) Executive Session To Discuss The Annual Evaluation Of The City Manager As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person (City Manager Capela)

**XV. ADJOURNMENT**

Agenda posted on January 20, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

(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 February 9, 2016**)

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# ***Approval of the Meeting Minutes***

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**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on January 12, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Alisha Welch
<input checked="" type="checkbox"/> Council Member Leif Albertson	<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski (arrived 6:50 p.m.)
<input checked="" type="checkbox"/> Council Member Chuck Herman	<input checked="" type="checkbox"/> Council Member Zach Fansler (arrived 9:55 p.m.)
<input checked="" type="checkbox"/> Council Member Nikki Hoffman	
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> City Manager Ann Capela	<input type="checkbox"/> Assistant To City Clerk Adriane Welch

**IV. PEOPLE TO BE HEARD**

Ana Hoffman – Stated, Bethel Spirits LLC, previously approved for a Package Store license from the State of Alaska, Alcohol Beverage Control Board, has applied for a new package store license for an alternate location. Bethel Spirit's has completed the conditional use permit application requirements for the City of Bethel and hopes the Business and the City can work together efficiently as it is the intent of the Alcohol Beverage Control Board to consider this application at their February 10, 2016 Meeting.

Dave Trantham – Donated a picture to the City, of the Territorial Guard Park with the northern lights in the background.

Provided notice of an error in AM 16-04, the line item budget listed would pull travel to the Council out of the City Attorney's account, this account line item should be 10-52-541.

Listed concerns with the City's budget line items, specific to the Council travel and training line item in that the Council increased their travel and training budget to account for two council members to travel to Washington D.C. when the City was not able to provide raises to their employees.

Mary Nanuwaic – The sales of alcohol and marijuana may be a money maker for the City of Bethel, it won't make up for the challenges the community will face. Suggested, the City establishes the highest possible rate of tax on these items.

## V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

**Main Motion:** Approve the Consent and Regular Agenda

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Moved by:	Herman
Seconded by:	Hoffman
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Removal from  
Consent Agenda:** Introduction of Ordinance 16-01.

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Moved by: Hoffman

**Removal from  
Consent Agenda:** Resolution 16-02, Budget ordinance 15-14 (b) and New Business Item K, Administrative Leave request for the City Manager.

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Moved by: Herman

**Removal from  
Consent Agenda:** Resolution 16-01.

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Moved by: Robb

## VI. APPROVAL OF THE MEETING MINUTES

**Item A** – Regular City Council Meeting December 8, 2015

*Passed on the consent agenda.*

## VII. REPORTS OF STANDING COMMITTEES

### **Public Safety and Transportation Commission –**

*Council Representative, Chuck Herman –*

*A meeting has not been held since the last City Council Meeting.*

### **Port Commission –**

*Council Representative, Alisha Welch –*

*Discussed the amendment of BMC Title 14.*

### **Planning Commission –**

*Council Representative, Nikki Hoffman –*

Discussed the opportunity to use Port facilities to maintenance City equipment.

Increasing the times that the Commission meets because there are time sensitive issues the commission will be faced with such as marijuana regulations.

Discussed concerns with the limited housing options for residents with the potential increase in population anticipated with the hospital expansion.

Commission members wished that they could be utilized more frequently.

### **Parks and Recreation Committee –**

*Committee Chair, Michelle Dewitt –*

Support the hiring of an engineer to provide engineering services to look at the boardwalk repairs.

Discussed the use of tobacco tax and provided a recommendation that Council dedicate funds to boardwalk repairs.

Suggested the City establish a third-party website for the pool marketing. The Committee suggested a small budget modification to establish this third party administration.

The Committee discussed but has not taken action on the renewal of the contract with United Pools. The Committee would like to see a financial audit of the operators.

Some people spoke under people to be heard regarding the Log Cabin closure.

YKHC representative provided information on some possible partnerships with the pool under people to be heard.

United Pools had successful October and November marketing campaigns.

Future business will include Water Safety, Dog Park Development, Winter Events and more.

*Vice-Mayor Maczynski arrived at 6:50 p.m.*

### **Finance Committee –**

*Council Representative, Leif Albertson –*

Not able to provide a report.

### **Energy Committee –**

A meeting has not been held.

**Public Works Committee –**

*Council Representative, Byron Maczynski –*

The Institutional Corridor was discussed; the Committee hopes to sit down with YKHC in the near future.

**Marijuana Advisory Committee –**

The Marijuana Committee has provided support to the six month moratorium.

**Non-Standing Committee –**

Nothing to report.

**VIII. SPECIAL ORDER OF BUSINESS**

**Item A – United Pools Update On The YK Regional Aquatic Training and Health Center.**

Raunika Ray, USA Pool Representative.

For the month of December, the Fitness Center ran all regular scheduled programming with the addition of an adult water polo league and a swim club. The facility is continuing the after school program which has been highly successful. The facility hosted a Christmas party for the community.

**IX. UNFINISHED BUSINESS**

**Item A – Public Hearing of Ordinance 15-21: Amending Bethel Municipal Code 5.30, Taxicab, River Taxi, Limousine And Bus Permits, To Require Video Camera Surveillance System And Global Positioning System Capabilities.**

*Mayor Robb opened the public hearing.*

*No one was present to be heard.*

*Mayor Robb closed the public hearing.*

**Main Motion:** Postpone until January 26<sup>th</sup> Regular Council Meeting.

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Moved by: Welch

Seconded by: Hoffman

Action: Motion carries by a vote of 6-0

In favor:  Robb  Maczynski  Albertson  Herman  Hoffman  Welch

Opposed: -0

**Item B – Public Hearing Of Ordinance 15-35: Alaska Marine Lines Lease Agreement For Warehouse, City Dock.**

*Mayor Robb opened the public hearing.*

*No one was present to be heard.*

*Mayor Robb closed the public hearing.*

**Main Motion:** Adopt Ordinance 15-35.

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Moved by:	Maczynski
Seconded by:	Welch
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	–0

**Item C – Public Hearing Of Budget Ordinance 15-14 (a): Amending The Adopted Fiscal Year 2016 Annual Budget.**

*Mayor Robb opened the public hearing.*

David Trantham Jr. – Provided concern with the City pulling from the undesignated fund balance to provide budget modification. Suggested the City may not be able to be bonded if this action is taken.

*Mayor Robb closed the public hearing.*

**Main Motion:** Adopt Budget Ordinance 15-14 (a)

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Moved by:	Albertson
Seconded by:	Maczynski
Action:	Motion carries by a vote of 4-2
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski

Amend line item 10-56-642 to strike \$25,000 and insert \$66,000.

Amend line item 10-39-900 to strike \$25,000.

Amend line item 10-65-501 to decrease \$30,000.

Amend line item 10-60-501 to decrease \$6,000.

Amend line item 10-55-501 to decrease \$6,000.

Amend line item 10-53-501 to decrease \$6,000.

Amend line item 10-65-501 to decrease \$6,000.

**Primary** Amend line item 10-54-501 to decrease \$6,000.

**Amendment:** Amend line item 52-50-501 to decrease \$6,000.

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Moved by:	Albertson
Seconded by:	Maczynski
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski
Opposed:	-0

**X. NEW BUSINESS**

**Item A – Resolution 16-01:** Supporting The State Of Alaska Fiscal Year 2017 Capital Funding Appropriation To Lower Kuskokwim School District.

**Main Motion:** Adopt Resolution 16-01.

Moved by:	Maczynski
Seconded by:	Herman
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Item B – Resolution 16-02:** Addition To The State Of Alaska Capital Request For Funding In Fiscal Year 2017, Recovered Heat Project.

**Main Motion:** Adopt Resolution 16-02.

Moved by:	Hoffman
Seconded by:	Albertson
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

*Mayor Robb provided to the Council that he is the Director of Operations at the Phillips Alcohol Treatment Center.*

*By inaction, the Council determined this to not be a conflict of interest.*

**Subsidiary**

**Motion:** Suspend the rules to hear from the City's Lobbyist, Mary Sattler.

Moved by:	Maczynski
Seconded by:	Welch
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Main Motion:** Ten minute break.

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Moved by:	Hoffman
Seconded by:	Maczynski
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Item C – Introduction of Budget Ordinance 15-14 (b):** Amending The Adopted Fiscal Year 2016 Annual Budget To Account For The Purchase Of Laptops For City Council Members.

**Main Motion:** Introduce Budget Ordinance 15-14 (b).

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Moved by:	Hoffman
Seconded by:	Maczynski
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Main Motion:** Table Indefinitely.

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Moved by:	Albertson
Seconded by:	Herman
Action:	Motion carries by a vote of 5-1
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb

**Item D – Introduction Of Ordinance 16-01:** Establishing A Limited Moratorium On Commercial Marijuana.

**Main Motion:** Postpone until January 26<sup>th</sup> Regular Council Meeting.

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Moved by:	Welch
Seconded by:	Hoffman
Action:	Motion does not carry by a vote of 2-4
In favor:	<input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman

**Main Motion:** Postpone until later tonight.

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Moved by:	Albertson
Seconded by:	Herman
Action:	Motion carries by a vote of 5-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Hoffman

**Item E** – \*AM 16-01: Appointment Of Delbert Egoak To The Public Works Committee.  
*Passed on the consent agenda.*

**Item F** – \*AM 16-02: Approving The 2016 Regular Meeting Dates For The City Council.  
*Passed on the consent agenda.*

**Item G** – AM 16-03: Directing Administration To Submit Phase 1 Application for Remote Alaska Communities Energy Efficiency Competition And To Begin Planning For Phase 2 Submission.

**Main Motion:** Approve AM 16-03.

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Moved by: Herman

Seconded by: Maczynski

Action: Motion does not carry by a vote of 0-6

In favor: -0

Opposed:  Robb  Maczynski  Albertson  Herman  Hoffman  Welch

**Item H** – AM 16-04: Approval Of Two Council Members To Travel To The National League Of Cities Annual Conference.

**Item I** – AM 16-05: Appointment Of Brian Lefferts To The Parks, Recreation, Aquatic Health And Safety Center As An Alternate Member.

**Item J** – IM 16-01: Update On The Status Of The Kilbuck School Fire.

**Item K** – Administrative Leave Approval For City Manager To Attend The Nation League of Cities Annual Conference.

**Item L** – City Manager's Goals.

**Item M** – Consideration Of Local Businesses Using A System To Track Sales Taxes.

**Item N** – \*Personal Leave Request For City Attorney, February 5 & 8 And March 23 Through April 4, 2016.

*Passed on the consent agenda.*

**Item O** – \*Personal Leave Request For City Clerk, January 22 And 25, 2016.

*Passed on the consent agenda.*

**Item D – Introduction Of Ordinance 16-01: Establishing A Limited Moratorium On Commercial Marijuana.**

*Council Member Fansler arrived at 9:55 p.m.*

**Main Motion:** Introduce Ordinance 16-01.

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Moved by:	Herman
Seconded by:	Albertson
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler
Opposed:	-0

- XI. MAYOR’S REPORT**
- XII. MANAGER’S REPORT**
- XIII. CLERK’S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**

Mayor Richard Robb –  
Good to get out of the meeting before 1:00 a.m.  
Thanked Council Member Fansler for his work as the K-300 Race Manager.  
Happy New Year and Happy Slavic.

Vice-Mayor Byron Maczynski –  
No comment.

Council Member Albertson –  
No comment.

Council Member Chuck Herman –  
Have a fun K-300 weekend, be smart and be safe.

Council Member Zach Fansler –  
Wished everyone a Happy New Year.  
Apologized for being late.  
Reminded the community, the K-300 events will be starting this week; thanked all of the volunteers who provide support to the events.

Council Member Nikki Hoffman –  
Attended as a community member at the VFW event, grateful to have met a three star general.  
Thanked all of the Territorial Guardsmen.

Council Member Alisha Welch –

No comment.

**XV. ADJOURNMENT**

**Main Motion:** Adjourn

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Moved by:	Fansler
Seconded by:	Welch
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	∅

*Council adjourned at 10:39 p.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on January 18, 2016 at 12:00 p.m., in the council chambers, Bethel, Alaska.

Mayor Richard Robb called the meeting to order at 12:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Nikki Hoffman (arrived after roll call)
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski	
<input checked="" type="checkbox"/> Council Member Chuck Herman	
<input checked="" type="checkbox"/> Council Member Alisha Welch	
<b>Absent:</b>	
<input checked="" type="checkbox"/> Council Member Leif Albertson	<input checked="" type="checkbox"/> Council Member Zach Fansler
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> City Manager Ann Capela	<input type="checkbox"/> Assistant To City Clerk Adriane Welch

**IV. PEOPLE TO BE HEARD**

No one present to be heard.

**V. APPROVAL OF AGENDA**

**Main Motion:** Approve the Agenda

Moved by:	Herman
Seconded by:	Welch
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Welch

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Opposed: | -0

## VI. NEW BUSINESS

*Council Member Hoffman arrived at 12:05p.*

**Main Motion:** Amend the agenda to move New Business Item B to before New Business Item A.

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Moved by: Maczynski  
Seconded by: Welch  
Action: Motion carries by a vote of 5-0  
In favor:  Robb  Maczynski  Herman  Hoffman  Welch  
Opposed:

**Item B - Strategies To Improve Federal Relations.**

**Item A – Approval of City Manager and Two City Council Members to Travel To the National League of Cities Conference March 5-9, 2016.**

**Main Motion:** Motion to approve the City Manager and two council members to travel to the National League of Cities Conference.

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Moved by: Maczynski  
Seconded by: Hoffman  
Action: Postponed

**Main Motion:** Postpone until the next regular meeting.

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Moved by: Maczynski  
Seconded by: Herman  
Action: Motion carries by a vote of 5-0  
In favor:  Robb  Maczynski  Herman  Hoffman  Welch  
Opposed: 0

**Item C -CPA Contract With Carmen Jackson For Accounting Services.**

**Main Motion:** Approve the contract with Carmen Jackson.

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Moved by: Maczynski  
Seconded by: Welch

Action: Motion carries by a vote of 5-0  
In favor:  Robb  Maczynski  Herman  Hoffman  Welch  
Opposed: 0

**Main Motion:** Amend the contract to modify under section 3, Scope of Work to include a statement indicating the work would be as needed.

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Moved by: Maczynski  
Seconded by: Hoffman  
Action: Motion carries by a vote of 5-0  
In favor:  Robb  Maczynski  Albertson  Herman  Fansler  Hoffman  Welch  
Opposed: 0

#### Item D -Wind Turbine Maintenance Contract With Northern Power.

**Main Motion:** Postpone until the next regular meeting.

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Moved by: Welch  
Seconded by: Hoffman  
Action: Motion carries by a vote of 5-0  
In favor:  Robb  Maczynski  Herman  Hoffman  Welch  
Opposed: 0

#### Item E -Approval Of Purchase Of A Water Truck.

**Main Motion:** Approval of the purchase of a water truck.

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Moved by: Herman  
Seconded by: Maczynski  
Action: Motion carries by a vote of 5-0  
In favor:  Robb  Maczynski  Herman  Hoffman  Welch  
Opposed: 0

**Main Motion:** Suspend the rules to hear from the Public Works Director.

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Moved by: Hoffman  
Seconded by: Herman  
Action: Motion carries by a vote of 5-0  
In favor:  Robb  Maczynski  Herman  Hoffman  Welch  
Opposed: 0

### VII. ADJOURNMENT

**Main Motion:** Adjourn

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Moved by:	Maczynski
Seconded by:	Herman
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	—0

*Council adjourned at 1:17 p.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

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# ***Reports of Standing Committees***

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# City of Bethel Police Dept.

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

**PUBLIC NOTICE**  
REGULAR MEETING OF THE  
PUBLIC SAFETY & TRANSPORTATION COMMISSION  
**Tuesday, January 19th, 2016 -7:00 p.m.**  
**300 STATE HIGHWAY – CITY COUNCIL CHAMBERS**  
**AGENDA**

**Members**

Joan Dewey  
*Chair*

Eileen Henrikson  
*Vice Chair*

Chuck Herman  
*Council Representative*

Naim Shabani

Deborah White

Julene Webber

**Ex-Officio Members**

Andre Achee  
*Chief of Police*

William Howell III  
*Fire Chief*

Christina Him  
*Recorder*

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF December 1st, 2015
- VI. CHIEFS' COMMENTS  
Fire Chief  
Police Chief
- VII. TRANSPORTATION INSPECTOR'S REPORT
- VIII. COUNCIL REPRESENTATIVE'S COMMENTS
- IX. UNFINISHED BUSINESS  
A. Drug Screening Policy for Chauffeurs (Commission Member Shabani)
- X. NEW BUSINESS  
A. Bethel Friends of Canines 2015 Year End Numbers & Canine (& Feline) Services Update (Chair Joan Dewey)  
B. Reconsideration of Ordinance 15-21: Cab Video Surveillance and GPS System Requirements (Council Recommendation)
- XI. COMMISSION MEMBER'S COMMENTS
- XII. ADJOURNMENT

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Christina Him, *Recorder*

POSTED on January 13th, 2016  
POST OFFICE, AC QUICKSTOP, CORINA'S CASE LOT, CITY HALL, & POLICE DEPT.  
Next Public Safety and Transportation Commission Meeting will be **February 2nd, 2016.**

*"Deep Sea Port and Transportation Center of the Kuskokwim"*

# City of Bethel, Alaska

## Planning Commission Meeting

January 14, 2016

Regular Meeting

Bethel, Alaska

### I. CALL TO ORDER

A regular meeting of the Planning Commission was held on Thursday, January 14, 2016, at 6:30 PM at the City Hall Chambers in Bethel, Alaska. Vice-Chair Guinn called the meeting to order at 6:30 pm.

### II. ROLL CALL

Compromising a quorum of the Commission, the following members were present for roll call: John Guinn, Lorin Bradbury, Kurt Kuhne, Kathy Hanson, Nikki Hoffman and Cliff Linderoth. Joy Shantz was excused. Also present was Planning Director Ted Meyer, Recorder Betsy Jumper, City Manager Ann Capela and City Lawyer Patty Burley.

### III. PEOPLE TO BE HEARD

Ana Hoffman of BNC spoke to the group about the history of the proposed package store and the new proposed site for it, and she is here because a conditional use permit is now required and needs approval from the Planning Commission. Ana also spoke of concerns with a possible KNIK Port and the Donlin Gold project EIS processes.

### MOTION MADE TO HAVE A SPECIAL MEETING FEBRUARY 2, 2016 TO CONSIDER CONDITIONAL USE PERMITS SUBMITTED

<b>MOVED:</b>	Kurt Kuhne	To have a Special Planning Meeting on Feb. 2, 2016.
<b>SECONDED:</b>	Kathy Hanson	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

### IV. MOTION TO APPROVE THE MINUTES

<b>MOVED:</b>	Lorin Bradbury	To approve the Dec. 10, 2015 minutes.
<b>SECONDED:</b>	Kurt Kuhne	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

**V. APPROVAL OF THE AGENDA**

**MOTION TO APPROVE THE AGENDA OF JANUARY 14, 2016**

<b>MOVED:</b>	Lorin Bradbury	To approve the agenda.
<b>SECONDED:</b>	Kathy Hanson	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

**VI. NEW BUSINESS:** A. Donlin Creek Gold Mine and Possible Impacts to Bethel (Discussion Item);  
A discussion ensued.

**MOTION MADE TO SEND A LETTER TO DONLIN GOLD REQUESTING THAT THE PLANNING COMMISSION BE INVOLVED IN ALL LAND RELATED USES IN BETHEL AND TO REQUEST DONLIN OFFICIALS SPEAK TO THE PLANNING COMMISSISON**

<b>MOVED:</b>	Lorin Bradbury	To request to Donlih Gold that the City of Bethel Planning Commission be involved with all matters related to land use and to request Donlin officials speak to the Planning Commission.
<b>SECONDED:</b>	Kathy Hanson	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

**MOTION MADE TO DIRECT THE PLANNING DIRECTOR TO WRITE A LETTER TO THE ARMY CORPS OF ENGINEERS REQUESTING AN EXTENTION OF PUBLIC COMMENTS OF UP TO A YEAR FOR THE DONLIN GOLD EIS COMMENT TIME PERIOD.**

<b>MOVED:</b>	Nikki Hoffman	To write a letter to the ACE requesting an extension of up to a year on the EIS comment time period.
<b>SECONDED:</b>	Cliff Linderoth	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

**MOTION MADE TO FORWARD ALL INDUSTRIAL USE SITE PLAN PERMITS TO THE PLANNING COMMISSION MEMBERS FOR REVIEW.**

<b>MOVED:</b>	Kathy Hanson	To forward all industrial site plan permits to the Planning Commission members for review.
<b>SECONDED:</b>	Lorin Bradbury	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

**B. Exploring the Topic of Bethel Becoming a Borough (Discussion Item):**

A discussion ensued.

**C. Mapping (Discussion Item):** Ted went over the mapping needs of the planning department. An inventory was done with both current digital and paper maps. The zoning map was done in 1990 and needs to be updated; we need mapping for upcoming zoning activities.

**D. Upcoming Zoning Process (Discussion Item):** Kasayuli and Larson subdivisions are the pressing areas that need zoning done--maybe start out with these two to facilitate the process, and "ease" into things. Also, it would be good if we could have specific items to go over.

**E. Review of Conditional Use Permit - Uses for each Zoning District (Discussion Item):** The conditional use permits are coming, specifically marijuana and alcohol permits. We have a new conditional use permit that just got developed.

**VI. PLANNER'S REPORT:** Ted went over the Planning Director's monthly activity report.

**VII. COMMISSIONER'S COMMENTS:** Lorin: A lot of information discussed here tonight-it is helpful. Want to be sure with the motion made tonight about contacting Donlin Creek and that that person be able to talk to us/present/discuss with them--will that be on the agenda for next meeting? The second thing is talking about land development; I would like to see this as a discussion item on the next agenda. One more thing, this is only my third meeting and I'm enjoying it; Kurt: would like to thank the Planner and everyone for being here, appreciate all the discussions and patience with me as I try to navigate my way through; Kathy: thanked Ted, really liked his report--brief and to the point. Also, just a reminder, to bring a list of all site plan permits issued; Cliff: no comment. Nikki: no comment.

**VIII. ADJOURNMENT**

<b>MOVED:</b>	Kathy Hanson	Motion to adjourn the meeting at 8:45.
<b>SECONDED:</b>	Cliff Linderoth	
<b>VOTE ON MOTION</b>	5 yes and 0 opposed	Motion carries.

The next meeting will be on February 11, 2016

\_\_\_\_\_, John Guinn, Vice-Chairman  
ATTEST: \_\_\_\_\_, Betsy Jumper, Recorder

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# ***Special Order of Business***

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# ***Unfinished Business***

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Introduced by: City Manager Capela  
Date: December 8, 2015  
January 26, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Resolution # 15-18**

#### **AUTHORIZATION TO TRANSFER OBSOLETE USED FURNITURE AND EQUIPMENT LOCATED AT THE BETHEL SENIOR CENTER TO ONC SENIOR CENTER PROGRAM**

- WHEREAS,** Chapter 4.10 of the Bethel Municipal Code allows personal property, that is valued at five thousand dollars or less be disposed of upon such notice and terms considered reasonable by the City Manager;
- WHEREAS,** the City Manager shall report all disposals to the City Council;
- WHEREAS,** City Manager has declared certain furniture and equipment located at the former Bethel Senior Center as no longer needed by the City or obsolete;
- WHEREAS,** Orutsararmiut Native Council (ONC) operated the Bethel City Senior Center at one time may have purchased some of this furniture and equipment;
- WHEREAS,** ONC has made it known to the City Manager that the new ONC Senior Center operation is in dire need to restore the use of this equipment to Bethel seniors;
- WHEREAS,** Bethel City Council desires to further support the ONC Senior Center operations by the following donation to ONC Senior Center, used: metal wire shelving, metal lockers, round table tops, 36" round tables, one conference room table, one exercise machine (walker), set of walking therapy bars, 2 filing cabinets and other small equipment.

**NOW, THEREFORE, BE IT RESOLVED** that Bethel City Council authorizes the City Manager to dispose of the obsolete furniture and equipment to ONC in the amount of \$1 (one dollar).

**ENACTED THIS 26 DAY OF JANUARY 2016 BY A VOTE OF \_ IN FAVOR AND \_OPPOSED.**

---

Richard Robb, Mayor

ATTEST:

---

Lori Strickler, City Clerk

City of Bethel, Alaska

Resolution #15-18  
1 of 1

Orutsararmiut Native Council  
PO Box 927  
Bethel, Alaska 99559  
(907) 543-2608

November 30, 2015

Ann Capela  
City of Bethel  
PO BOX 1388  
Bethel, Alaska 99559

RE: Government to Government Transfer Request

Ann,

I am writing to you, for your consideration to request materials that were left behind at the *Eddie Hoffman Chrissie Shantz adult day center*, located at *127 Atsaq Street*; to be transferred back to our *Orutsararmiut Native Council Senior Service* program.

I desire to have our request satisfy both of our organizations accountability requirements for transferring of materials. I would like to disclose my position and relationship with both entities. I am the director for senior services for ONC, as well as currently seated councilwoman, for the City of Bethel.

I believe that this request is tying up loose ends and finalizing our program move from our original facility, since it's inception in the 1970's, as you can imagine, our organization was overwhelmed with moving our supplies and finding storage for our materials. This move was under the direction of the previous program director, Minnie Fritts, as well as the previous executive director, Zack Brink. Our previous executive director was under the impression that the transfer of materials was negotiable, as soon as storage space was secured.

During our walk through of the original facility in October 2015, I noticed there are useful materials that are not being utilized by the City of Bethel, that were left in the building when our program vacated the facility on November 1, 2014. When our program vacated the facility, we transferred the entire building and materials to the City.

Our senior service program demonstrates a need for these materials and can utilize items such as: metal wire shelving, conference table, new unopened boxes of tables, metal locker, desks, and a treadmill. In addition to these requests we are seeking kitchen supplies such as mixing bowls or utensils (if any left). Attached are estimated fair market value of the similar item; these prices were researched on the internet.

Our program serves older Alaskans that demonstrate a need for our services, this transfer of materials would help alleviate our needs for these supplies. Our department is ready and willing to pick up the materials at your convenience. We appreciate your time, and look forward to working together, to serve our older Alaskans.

Respectfully,



Nikki Hoffman, RN  
Senior Service Director

**Transfer of Senior Center Property and Buildings from  
Orutsaramiut Native Council to City of Bethel**

1. On August 16, 2005 the City of Bethel transferred two (2) buildings currently known as the "Senior Center Building" and "Shop" to the Orutsaramiut Native Council (hereinafter "ONC") for use in providing services to low income seniors.
2. The transfer of the buildings included kitchen equipment, such as major appliances and other major and minor fixtures within the facility.
3. The buildings are located at Tract H, Turnkey 111 Housing Development, according to Plat 87-6, Bethel Recording District, Fourth Judicial District, State of Alaska.
4. On September 30, 2014, ONC will discontinue the use of the buildings and will vacate the premises.
5. Effective October 1, 2014, ONC will no longer have responsibility for insuring the buildings or for providing utilities and maintenance to the buildings and the City will take over all responsibilities of maintenance and care of the facilities.
6. ONC will leave behind all major appliances and fixtures that rightfully belong to the City and will leave the buildings' appliances and fixtures in reasonably good working order.
7. ONC and the City agree to work together to ensure the transfer of the equipment and fixtures is done equitably for both parties.
8. ONC is not aware of any environmental hazards that occurred on the property during the years that ONC was on the land and can confirm to the best of their knowledge the property is free and clear from environmental hazards.
9. Walkthroughs will be scheduled between ONC and the City prior to October 1, 2014 to facilitate the transfer of the buildings and rightful equipment and fixtures and confirm the transfer of the facility and the items therein are transferred in reasonable condition.
10. If an issue arises and the City or ONC becomes unsatisfied with the condition of the items transferred, both parties agree to work diligently and amenably to remedy the situation.

  
\_\_\_\_\_  
Zack Brink, Executive Director

Date: 9.30.14

  
\_\_\_\_\_  
Greg Moyer, Interim City Manager

Date: 9/18/14

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by AmazonBasics

86 customer reviews

17 answered questions

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- 4-shelf shelving unit for your kitchen, office, garage, and more
  - Each shelf holds up to 350 pounds max (evenly distributed)
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J-10

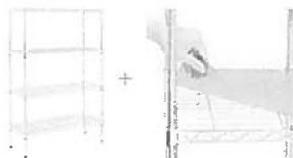
\$ 500

for the LOT

#### Home and Storage Essentials from AmazonBasics

Velvet Suit Hangers - 50 Pack \$24.99	Foldable Drying Rack - White \$21.99	9-Pair Shoe Rack \$24.99	3-Bag Laundry Sorter \$29.99

#### Frequently Bought Together



Total price: \$62.98

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Seville Classics 2-Pack Shelf Liners \$7.99

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8-10 TABLES

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### OFM MT Series Collection Multi-Purpose 36" Round Table with Honeycomb Core, Oak Top and Silver Base

by OFM

9 customer reviews

List Price: \$423.00  
 Price: \$209.99 & FREE Shipping  
 You Save: \$213.01 (50%)

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Ships from and sold by RA Supplies.

Color: Oak



- Elegant mesh base
- 1-1/4" high pressure laminate top
- 3mm edge banding
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OFM KMT36RD-OAK Round Multi-Purpose Table, Metal Mesh Base, 36", Oak

\$187.42



BUSH BUSINESS FURNITURE Bush Furniture Round Conference Table, Hansen

\$229.94



OFM XT36RD-MHGY Round Multi-Purpose Table, 36", Mahogany

\$203.71



Boss Mobile Round Table, 32-Inch, Cherry

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Winsome Wood 29" Round Dining Table, Black w/Metal Leg

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### Preside Boat-Shaped Conference Table Top, 168 x 48, Mahogany

1 customer review

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- \$628.75 + \$69.00 shipping
- \$628.20 (50%)

OK.

Item sold by BisonOffice.

The boat-shaped conference tabletop is part of the HON Preside Laminate Conference Series that is designed to facilitate collaboration from private offices to boardrooms. The modular, person-friendly tabletop offers a modular design that gives you the flexibility to infinitely expand your conference table as your company grows by adding Preside Adder Sections (not included).

- The slab base (not included) offers plenty of room for legs and knees
- Tabletop features a traditional edge and durable Mahogany laminate that is easy to clean and scratch-resistant
- The abrasion-resistant, stain-resistant, thermal-fused laminate covers a durable, 1-1/8" thick, solid-core, high-density particleboard that resists warping

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+ \$67.99 shipping  
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### Standard Metal Locker Triple Tier 3 Feet Wide 5 Feet High 15 Inches Deep Unassembled, Gray

by Salsbury Industries

2 customer reviews

List Price: \$395.00

Price: \$356.61 & FREE Shipping. Details

You Save: \$38.39 (10%)

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- Assembled Dimension: 36" W x 66" H x 15" D
- Compartment Dimensions: (9) - 12" W x 20" H x 15" D
- Each locker compartment features 3 single wall hooks and a double ceiling hook
- Each locker compartment includes a lift up handle and recessed hasp for added security and can accommodate combination padlocks or key padlocks
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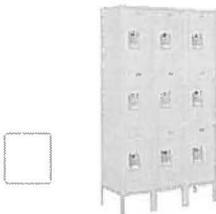
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High 12-Inch Deep  
8  
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Salsbury Industries  
65152TN-U Five Tier Box  
Style 1-Inch Wide 5-Foot  
High 12-Inch Deep  
6  
\$141.82



Salsbury Industries  
65352GY-U Five Tier Box  
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Six personal trainer workouts.  
Two-position incline.  
Comfortable cushioning.

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\$387.40 + Free Shipping  
Sold by: Milliondollardealz

\$387.45 + Free Shipping  
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- This Item:** Weslo Cadence G 5.9 Treadmill \$287.00
- Stamina Fold-to-Fit Folding Equipment Mat (84-Inch by 36-Inch) \$22.09
- LifeSpan Fitness 100% Silicone Treadmill Belt Lubricant \$14.99

#### Customers Who Bought This Item Also Bought

Page 1 of 7



Stamina Fold-to-Fit Folding Equipment Mat (84-Inch by 36-Inch)

691

\$22.09



LifeSpan Fitness 100% Silicone Treadmill Belt Lubricant

412

#1 Best Seller in Treadmill Lubricants  
\$14.99



Supermats Heavy Duty P.V.C. Mat for Treadmills/Ski Machine (2.5-Foot x 6-Foot)

137

\$31.93



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## Chapter 4.10 DISPOSAL OF PERSONAL PROPERTY OF THE CITY

### Sections:

- 4.10.010 Disposal of city-owned personal property valued at five thousand dollars (\$5,000) or less.
- 4.10.020 Disposal of city-owned personal property valued at more than five thousand dollars (\$5,000).
- 4.10.030 Surplus stock.
- 4.10.040 Certificate of sale.

#### **4.10.010 Disposal of city-owned personal property valued at five thousand dollars (\$5,000) or less.**

Personal property, other than surplus stock, that is valued at five thousand dollars (\$5,000) or less may be disposed of upon such notice and terms considered reasonable by the city manager, including Internet sales, taking into consideration the value of the article, the reason for the disposal and the general preference of disposal by competitive bid. The city manager shall report all disposals of personal property valued at five thousand dollars (\$5,000) or less to the city council. [Ord. 11-03 § 2; Ord. 95-28 § 3; Ord. 95-20 § 3.]

#### **4.10.020 Disposal of city-owned personal property valued at more than five thousand dollars (\$5,000).**

A. Personal property no longer needed for municipal purposes and valued at more than five thousand dollars (\$5,000) shall be disposed of in one (1) or more of the following manners:

1. By public outcry auction to the highest bidder;
2. By public sealed bid auction to the highest bidder;
3. To the best qualified proposer who responds to a request for proposals to acquire the property;
4. To an educational, religious, charitable or nonprofit association or corporation providing service to residents of Bethel;
5. To the United States, the state of Alaska, or an Alaska municipal corporation or any agency or department thereof; or
6. By Internet sales sites, including auction sites or non-auction sites.

B. The city council shall, by resolution, determine which method or methods specified in this section shall be used to dispose of personal property valued at more than five thousand dollars (\$5,000). [Ord. 11-03 § 2; Ord. 95-28 § 3; Ord. 95-20 § 3.]



#### **4.10.030 Surplus stock.**

A. All city departments shall submit to the city manager, at all times and in such form as he or she shall prescribe, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped.

B. The city manager may transfer surplus stock between departments.

C. The city manager may sell, trade or exchange surplus or obsolete supplies, materials and equipment following adoption of a city council resolution declaring the supplies, materials or equipment obsolete and/or surplus. Sales of more than five thousand dollars (\$5,000) in any one (1) transaction shall be made pursuant to BMC [4.10.020](#). [Ord. 95-28 § 3; Ord. 95-20 § 3.]

**4.10.040 Certificate of sale.**

Upon full receipt of payment, the city manager shall issue a certificate of sale for the purchases made under this chapter. [Ord. 95-28 § 3; Ord. 95-20 § 3.]

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**The Bethel Municipal Code is current through Ordinance 15-28, passed September 22, 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/>)

Introduced by: Council Member Springer  
Date: July 28, 2015  
Public Hearing: December 8, 2015  
January 12, 2016  
January 26, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #15-21**

#### **AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE, CHAPTER 5.30, TAXICAB, RIVER TAXI, LIMOUSINE AND BUS PERMITS, TO REQUIRE VIDEO CAMERA SURVEILLANCE SYSTEM AND GLOBAL POSITIONING SYSTEM CAPABILITIES**

**NOW, THEREFORE BE IT ORDAINED**, that the City of Bethel authorizes a change to the Bethel Municipal Code as described herein.

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

**SECTION 2. Amendment.** The Bethel Municipal Code is to be amended as follows (new language is underlined and old language is stricken)

#### **Chapter 5.30 TAXICAB, RIVER TAXI, LIMOUSINE AND BUS PERMITS**

##### **Sections:**

- 5.30.010 Taxicab permit required.
- 5.30.020 River taxi permit required.
- 5.30.030 Bus permit required.
- 5.30.035 Limousine permit required.
- 5.30.040 Application for permits.
- 5.30.050 Issuance of new nontransferable taxicab permits.
- 5.30.055 Taxicabs – Renewal of existing permits.
- 5.30.060 Taxicabs – Transfer of existing permit.
- 5.30.065 Posting of taxicab permit.
- 5.30.070 Taxicabs – Number of vehicles operated per permit.
- 5.30.080 Taxicabs – Subscription to dispatch service.
- 5.30.090 Taxicabs – Vehicle markings.
- 5.30.100 Required equipment.
- 5.30.120 Insurance required.

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- 5.30.130 Posting of insurance notice.
- 5.30.140 Records.
- 5.30.160 Single use of vehicle.
- 5.30.170 Vehicle horn honking.
- 5.30.180 Safety equipment tampering prohibited.

**5.30.010 Taxicab permit required.**

- A. No person may provide taxicab service in the city unless that person:
  - 1. Is a permittee in possession of a valid taxicab permit issued to him or her, and is in compliance with Chapters 5.20 through 5.50 BMC; or
  - 2. Has entered into an agreement with a permittee as a lease operator which allows that person to provide taxicab services pursuant to the permittees authority only for as long as the permittee is lawfully in possession of the permit and complies with all terms and conditions of issuance of the permit, and only if such an arrangement is approved in advance by the transportation inspector. In order to obtain such approval from the transportation inspector, the transportation inspector must approve the language of a written lease agreement and determine that the lease operator meets all requirements imposed on chauffeurs and taxicab permittees by Chapters 5.20 through 5.50 BMC. A decision of the transportation inspector denying a lease operator arrangement can be appealed to the commission in accordance with BMC 5.20.100.
- B. No permittee shall allow another person to provide taxicab service under the authority of his or her permit except as allowed in subsection A of this section. Violation of this section is grounds for immediate revocation of a taxicab permit.
- C. No person may operate or dispatch a vehicle as a taxicab unless that vehicle is described on a taxicab permit as provided in subsection A of this section. Violation of this section is grounds for immediate revocation of a license or permit.
- D. No person may provide taxicab service pursuant to a taxicab permit except in accordance with Chapters 5.20 through 5.50 BMC. Violation of this section is grounds for immediate revocation of a permit.

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- E. The permittee shall utilize as chauffeurs only currently licensed chauffeurs who have satisfactorily completed a commission-approved driver training and testing program and who are otherwise in compliance with all of the requirements of Chapters 5.20 through 5.50 BMC.

**5.30.020 River taxi permit required.**

- A. No person may provide river taxi service within the city without a river taxi permit. A river taxi permit, or any interest in a river taxi permit issued pursuant to this section, shall not be transferable through sale, lease, rental, power of attorney, or any other manner of conveyance, and shall become void and revert to the commission if it is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- B. A person may apply for an original or renewal river taxi permit by complying with the requirements of BMC 5.30.040. If the applicant is in compliance with all of the terms and conditions of Chapters 5.20 through 5.50 BMC that apply to river taxis, he or she shall be issued a permit.

**5.30.030 Bus permit required.**

- A. A person may provide bus service within the city with a bus permit. A permit, or any interest in a permit issued pursuant to this section, shall not be transferable through sale, lease, rental, power of attorney, or any other manner of conveyance, and shall become void and revert to the commission if it is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- B. A person may apply for an original or renewal bus permit by complying with the requirements of BMC 5.30.040. If the applicant is in compliance with all of the terms and conditions of Chapters 5.20 through 5.50 BMC that apply to buses, he or she shall be issued a permit.
- C. A bus must operate on a defined route. The route must be submitted to the transportation inspector. Any changes in the route must be submitted to the transportation inspector. Bus operators may deviate from the defined route up to three-fourths (3/4) of a mile to accommodate handicapped passengers.

**5.30.035 Limousine permit required.**

Introduced by: Council Member Springer  
Date: July 28, 2015  
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A. A person may provide limousine service in the city if that person:

1. Is a permittee in possession of a valid limousine permit issued to him or her, and is in compliance with Chapters 5.20 through 5.50 BMC;
2. Operates a limousine;
3. Utilizes currently licensed chauffeurs who have satisfactorily completed a commission-approved driver training and testing program and who are otherwise in compliance with all of the requirements of Chapters 5.20 through 5.50 BMC.

B. A limousine will provide service by reservation or prearranged call for service. It is unlawful for a limousine chauffeur to provide flag stop service to passengers by curbside hail or the use of fixed routes.

C. The current rates to be charged by a limousine permittee shall be provided to the transportation inspector in the form of a rate sheet. The permittee is responsible for providing the inspector with a new rate sheet as prices change. The prices on the rate sheet must be greater than the maximum rates allowed for the provision of a similar ride by taxicab.

The following rates are established as minimum rates for limousine operators:

One-half (1/2) hour or less arranged ride: fifty dollars (\$50.00);

One (1) hour arranged ride: eighty dollars (\$80.00).

**5.30.040 Application for permits.**

- A. An application for an original or renewal taxicab, bus, limousine or river taxi permit shall be made to the transportation inspector.
- B. An application for a permit shall be submitted on a form approved by the transportation inspector and shall be accompanied by:
  1. The fee specified in BMC 5.20.160;
  2. Proof of insurance for the vehicle as required by Chapters 5.20 through 5.50 BMC;

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3. Proof that the applicant is at least eighteen (18) years of age; and
  4. Proof that the applicant is in compliance with the drug and alcohol testing requirements of BMC 5.20.085.
- C. An applicant shall not be granted an original or renewal permit unless the applicant meets the requirements imposed on chauffeurs in BMC 5.40.030.
- D. If the commission determines that the public convenience and necessity requires issuance of additional taxicab permits in accordance with BMC 5.30.050, the following persons may apply for such a permit:
1. Currently active chauffeurs licensed under Chapters 5.20 through 5.50 BMC with no fewer than two (2) years of continuous experience as a taxicab chauffeur in good standing in Bethel;
  2. Applicants who have not had a felony or misdemeanor conviction entered by a court of competent jurisdiction within five (5) years of the date of application for:
    - a) Assignment, prostitution, solicitation for the purpose of prostitution, offering to secure another for the purpose of prostitution, maintaining vehicle for the purpose of prostitution or accepting money from a prostitute; or
    - b) Sale, transportation, possession or use of any controlled substance as defined by AS 11.71 or a similar law of another jurisdiction, or engaging in an act prohibited under AS 04.11, 04.16 or 04.17.
- E. If the commission decides to issue an additional permit or permits in accordance with this chapter, a taxicab permit may be issued by the commission only if the applicant complies with subsections B through D of this section, and is certified as required by BMC 5.20.150.
- F. Each representation made in an application for an original or renewal permit shall be correct. Any false or misleading statement or misrepresentation as to a material matter in an application shall be grounds for denial of the application for a permit or revocation of a permit.

**5.30.050 Issuance of new nontransferable taxicab permits.**

Introduced by: Council Member Springer

Date: July 28, 2015

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- A. The total number of outstanding taxicab permits shall be determined by the public convenience and necessity. Any person or any member of the commission may initiate commission inquiry into the public convenience and necessity for issuance of additional permits. Hearings regarding public convenience and necessity shall be held to determine if the public convenience and necessity warrants issuance of one (1) or more additional nontransferable permits. The commission shall hold an inquiry into the public convenience and necessity at least once in a twenty-four (24-) month period.
- B. At the hearing conducted pursuant to subsection A of this section, the commission may consider, among other things, evidence of:
1. The public demand for additional taxi service;
  2. The unfulfilled requests for service;
  3. The reasonableness of waiting time for service; and
  4. The economic impact of additional permits on the viability of the existing taxicab industry.
- C. If the commission finds that it is more likely than not, based on the evidence presented at hearing, that the public convenience and necessity would be best served by the issuance of one (1) or more new taxicab permits, such permit or permits shall be issued in the manner provided in subsection D of this section.
- D. No later than ninety (90) days after the commission determines that a new taxicab permit should be issued, the transportation inspector shall conduct a public auction as follows:
1. The auction shall be conducted by sealed bid, and the permit shall be issued to the highest qualified bidder;
  2. To be responsive, a bid must equal or exceed the taxicab permit issuance fees provided for in BMC 5.20.160;
  3. The term "qualified bidder" means a person who meets the requirements of BMC 5.30.040, and tenders the successful full bid price in cash within five (5) days after notice that he or she is the highest bidder;

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4. If the highest bidder is not a qualified bidder, the permit shall be issued to the next highest bidder who is also a qualified bidder. If none of the bidders are also qualified bidders, the transportation inspector shall again offer the permit at auction as provided by this section within one hundred eighty (180) days after the previous auction.
- E. No person may apply for a hearing pursuant to subsection A of this section within one hundred twenty (120) days after one (1) or more new permits authorized for issuance pursuant to this section have been actually issued. The commission may consolidate multiple hearing requests if it deems it appropriate to do so.
- F. A permit, or any interest in a permit, issued pursuant to this section shall not be transferable through sale, lease, rental, power of attorney, or any other manner of conveyance, and shall become void and revert to the commission if the permit is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- G. Permittees issued nontransferable permits in accordance with this section are subject to all revocation, suspension, and penalty provisions of Chapters 5.20 through 5.50 BMC, as well as all other requirements of Chapters 5.20 through 5.50 BMC.

#### **5.30.055 Taxicabs – Renewal of existing permits.**

An application for renewal of an existing taxicab permit made in accordance with BMC 5.30.040 shall be renewed only if the applicant is in compliance with all of the requirements of Chapters 5.20 through 5.50 BMC that apply to taxicabs and taxicab permittees. A permit that is not renewed shall become void and revert to the commission.

#### **5.30.060 Taxicabs – Transfer of existing permit.**

- A. A person may transfer an interest (whether financial or proprietary in nature, a security interest, or some other form of interest) in a taxicab permit originally issued prior to December 31, 2000, or any interest in the corporation, joint venture, association, partnership, or other group or entity which owns an interest in a taxicab permit originally issued prior to December 31, 2000, only if the person obtains the prior approval of the transportation inspector.

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- B. An application for transfer of a taxicab permit in accordance with subsection A of this section shall be made to the transportation inspector on forms approved by the transportation inspector and shall be accompanied by the proposed contract for sale or other interest transfer which states the specific consideration to be paid by the transferee, as well as all other material conditions of the sale or other transfer of interest. The application for transfer shall also identify all parties who have or are proposed to have a financial, proprietary, security or other interest in the permit. The application may request other information necessary to determine if the transfer is in the best interests of the public, including but not limited to evidence of the financial ability to meet the consideration requirements of the contract for sale or other interest transfer. If the transferee meets the requirements of this section and all other requirements for obtaining a taxicab permit contained in Chapters 5.20 through 5.50 BMC, and the transportation inspector approves the language of the contract for sale or other interest transfer, the transportation inspector may approve the transfer.
- C. A decision of the transportation inspector with respect to transfer of an interest under this section may be appealed to the commission in accordance with BMC 5.20.100.
- D. If transfer of a permit is not approved in accordance with this section and the permittee no longer wishes to operate under the permit or the permittee is no longer in compliance with the provisions of Chapters 5.20 through 5.50 BMC, the permit shall become void and revert to the commission.
- E. New permits issued in accordance with BMC 5.30.050 shall not be transferable, and shall become void and revert to the commission if the permit is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.

**5.30.065 Posting of taxicab permit.**

The permit for each taxicab, river taxi, limousine or bus shall be posted in the interior of the taxicab, river taxi, limousine or bus in the manner designated by the transportation inspector. No person may operate a taxicab, river taxi, limousine or bus unless the permit is so posted.

**5.30.070 Taxicabs – Number of vehicles operated per permit.**

Introduced by: Council Member Springer

Date: July 28, 2015

Public Hearing: December 8, 2015

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- A. Except as otherwise provided in this section, only one (1) vehicle, which shall be designated on the taxicab permit application, may be operated pursuant to that permit.
- B. Upon application to the transportation inspector, payment of the appropriate fee, and a demonstration of need, the transportation inspector may authorize operation of a substitute vehicle for a period of time not to exceed thirty (30) consecutive days. The transportation inspector shall be notified prior to substitution of the date, time, and substitution vehicle being placed in service, the permit number utilizing the substitute vehicle, the reason for the use of the substitute vehicle and the signature of the person authorizing the use of the substitute vehicle. If substitution is authorized, the transportation inspector shall subsequently be immediately notified of the date and time the substitute vehicle is removed from service and the original permitted vehicle is placed back in service. The transportation inspector shall require an inspection of the original vehicle before it is returned into service. No person may operate a substitute vehicle under this section unless the substitution has been authorized by the transportation inspector in accordance with this section, and a copy of the authorization is carried in the substitute vehicle at all times.
- C. If the use of the substitute vehicle was occasioned by a mechanical problem or vehicle accident affecting the safe operation of the original vehicle, the transportation inspector may allow a permanent vehicle transfer.
- D. The transportation inspector may permit a permanent vehicle transfer not more than four (4) times before the expiration of the original permit for reasons other than mechanical problems.

#### **5.30.080 Taxicabs – Subscription to dispatch service.**

Every taxicab permittee shall subscribe to a dispatch service permitted pursuant to Chapter 5.50 BMC for the taxicab operated under his or her permit. No taxicab may be dispatched by more than one (1) dispatch service. Failure to comply with this section shall be grounds for immediate revocation of a permit or license.

#### **5.30.090 Taxicabs – Vehicle markings.**

Introduced by: Council Member Springer

Date: July 28, 2015

Public Hearing: December 8, 2015

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- A. Every taxicab shall display the trade name under which it operates and the vehicle number assigned to it by the transportation inspector in the area between the back bumper and the top of the trunk of the taxicab on the rear end of the taxicab with permanent contrasting letters and numbers no less than four (4) inches high.
- B. Every taxicab shall bear its vehicle number, as assigned to it by the transportation inspector, on all sides of the taxicab with permanent letters no less than four (4) inches high. Every taxicab shall display its vehicle number assigned by the transportation inspector on the front fender adjacent to the front door jam on both the driver and passenger side of the vehicle in numbers no less than four (4) inches high. The number shall be placed in the middle of the fender, but in no event less than two (2) inches above the bottom of the fender, or more than four (4) inches below the top of the fender.
- C. The transportation inspector will provide every taxicab permit holder with reflective decals bearing the assigned vehicle number required to meet the requirements of this section. Taxicab permit holders shall display trade names on vehicles with reflective decals that meet the requirements of this section.
- D. Except as otherwise provided by law, no taxicab may be used or sold for any purpose other than for use as a taxicab until all signs, insignia, license plates, lights or other markings have been removed or an "out of service" sign is posted on the taxicab in the form and manner designated by the transportation inspector.

### **5.30.100 Required equipment.**

In addition to the mechanical equipment required in BMC 5.20.080(D), every taxicab shall have the following equipment:

- A. Every taxicab shall be equipped with an operable two-way radio that receives and transmits a signal only on the frequency used by that taxicab's dispatch service. At no time may a taxicab be equipped with an apparatus capable of monitoring a frequency used by a dispatch service other than that used by that taxicab's dispatch service. The radio of each taxicab shall be identifiable through the dispatch company through which the taxicab is dispatched.

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- B. Every taxicab shall be equipped at all times with an interior light of not less than two (2) candlepower arranged so as to illuminate the entire passenger compartment. The light shall be illuminated whenever passengers are being loaded or unloaded from the taxicab between one-half (1/2) hour after sunset of one (1) day and one-half (1/2) hour before sunrise the next day. No shades or blinds shall be drawn over any windows of the taxicab while occupied by a passenger.
- C. Every taxicab shall be equipped with a nonflashing light on the exterior of the roof of a type approved by the transportation inspector. The light shall be illuminated only when the taxicab is in service.
- D. All taxicabs, limousines and buses must have factory seat belts for the maximum number of passengers that may be transported in a particular vehicle.
- E. River taxis shall have the following:
1. Four-wheel drive vehicle with at least twelve- (12-) inch clearance;
  2. VHF radio;
  3. Dual battery system;
  4. All equipment listed in subsections A through C of this section in addition to the following: a come-a-long or winch and shovel; ground and air flares; carbon monoxide detector; first aid kit; safe alternate form of heat, i.e., candles, canned heat, etc., one (1) wool blanket, one (1) survival or space blanket for each potential passenger, spare tire, and tools required to change a tire, i.e., jack lug wrench, etc.;
  5. A river taxi driver shall carry clothes appropriate for the weather conditions and the number of passengers for a particular trip, to include but not be limited to, winter hats, boots, gloves, pants and coats.
- F. Every regulated vehicle shall be equipped at all times with a video camera surveillance system and have global positioning system capability. The surveillance and GPS systems shall be capable of recording and storing the data of at least 72 hours of in-service operations. The recorded data shall be stored on board the taxicab or transmitted for storage. The stored data for the

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immediately preceding 72 hours of recording shall not be altered or manipulated by any person, and shall be made available for review and inspection by the transportation inspector for purposes of enforcement of chapters 5.20, 5.30 and 5.40 or by a peace officer as defined in AS 1.10.060 upon request. For good cause, the Transportation Inspector may order retention of recorded data of specific dates, trips, or incidents for up to two years.

1. The video camera surveillance system shall have the capability to operate 24 hours a day, record video only, and be compatible with surveillance during both daytime and nighttime. The surveillance system shall either have continuous operation or be activated by the opening of a door, or some other self-initiating device which does not require the specific decision or action by the chauffeur to activate the surveillance system. The system shall be capable of producing high-quality pictures for law enforcement use. The system shall have cameras facing the front and rear and positioned in a manner that provides views of the regulated vehicle interior that are visible to passerby and does not violate privacy rights. A limousine shall not have video surveillance of the passenger area designed and intended to provide privacy from the chauffeur and public view, but may have a view into that area when a privacy partition or device is open.

2. The global positioning system capability of any regulated vehicle shall either have continuous operation or be activated by a self-initiating device which does not require the specific decision or action by the chauffeur to activate the global positioning system. The global positioning system in taxicabs must be capable of alerting the monitoring station of emergencies. The dispatch company or a company within the municipality approved by the transportation inspector will be the monitoring station for a taxicab's global positioning system.

### **5.30.120 Insurance required.**

- A. Before any permit is issued for any taxicab, river taxi, limousine or bus, the applicant shall furnish to the transportation inspector the insurance policies required by this section, issued by an insurance company that is authorized to do business within the state.
- B. The insurance required by this section for vehicles with a manufacturer's rated seating capacity of six (6) persons or less, or, if a mini-van, six (6) persons or

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less seating capacity after seat removal to accommodate baggage, shall provide coverage as follows:

1. Combined single limit for all bodily injury or property damage arising from one (1) accident: three hundred thousand dollars (\$300,000); and
  2. For all persons injured or dead in any one (1) accident caused by an uninsured motorist: One hundred thousand dollars (\$100,000).
- C. The insurance required by this section for vehicles with a manufacturer's rated seating capacity of seven (7) persons or more, or if a mini-van, seven (7) persons or more seating capacity after seat removal to accommodate baggage, shall provide coverage as follows:
1. Combined single limit for all bodily injury or property damage arising from one (1) accident: Seven hundred thousand dollars (\$700,000); and
  2. For all persons injured or dead in any one (1) accident caused by an uninsured motorist: One hundred thousand dollars (\$100,000).
- D. Every insurance policy or certificate shall contain a clause obligating the insurer or surety to give the transportation inspector written notice no less than thirty (30) days before the cancellation, expiration, nonrenewal, lapse, or other termination of such insurance, unless the specified policy is for a vehicle which will no longer be used as a taxicab. A lapse, cancellation, expiration, nonrenewal, or termination of insurance coverage shall work an automatic suspension of any permit for so long as the permittee is without insurance as required by this section, and it shall be a violation of this chapter to provide taxicab service with a vehicle not insured as required by this section. The insurance policy shall list the city as a certificate holder.

### **5.30.130 Posting of insurance notice.**

Proof of insurance as required by Chapters 5.20 through 5.50 BMC shall be carried in the passenger compartment of all taxicabs at all times.

### **5.30.140 Records.**

Introduced by: Council Member Springer  
Date: July 28, 2015  
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- A. Every taxicab, river taxi, and limousine permittee shall maintain a current and accurate daily list of the regulated vehicles operated pursuant to the permit. The daily list shall contain the following information:
1. The name, address, telephone number, chauffeur's license number and expiration of each chauffeur operating such regulated vehicles;
  2. The daily hours worked by each chauffeur operating such regulated vehicles;
  3. The number of days each such regulated vehicle is operated during each calendar month;
  4. The records maintained pursuant to subsection A of this section as well as many other records related to the operation of the permit shall be retained by the permittee for at least six (6) months and shall be made available upon the request of the transportation commission or the transportation inspector. The transportation inspector may request that the permittee forward the record to him or her on a monthly basis.
- B. The records maintained pursuant to subsection A of this section as well as any other records related to the operation of the permit shall be retained by the permittee for at least six (6) months and shall be made available upon request of the transportation commission or the transportation inspector. The transportation inspector may request that the permittee forward the record to him or her on a monthly basis.

**5.30.160 Single use of vehicle.**

It is unlawful to use a regulated vehicle for any other transportation service regulated by Chapters 5.20 through 5.50 BMC other than that service which is authorized on the permit.

**5.30.170 Vehicle horn honking.**

It is unlawful to honk the horn of a taxicab from 10:00 p.m. to 7:00 a.m., Sunday through Thursday, and from 12:00 a.m. to 7:00 a.m., Friday and Saturday.

Introduced by: Council Member Springer  
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**5.30.180 Safety equipment tampering prohibited.**

A. Except for maintenance or repair, no person shall disconnect, cover, misdirect or cause to be non-functional the radio identifier, silent electronic alarm, surveillance or security camera, or global positioning system in a regulated vehicle. Tampering with the safety equipment as described herein is a violation subject to civil penalty of:

1. First violation. \$250.00.
2. Second violation. \$500.00
3. Third violation. \$750.00.
4. Fourth violation. \$1,000.

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

**ENACTED THIS \_\_\_ DAY OF \_\_\_\_\_ 2015, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

Introduced by: Council Member Fansler  
Date: January 12, 2016  
Public Hearing: January 26, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #16-01**

#### **AN ORDINANCE BY THE BETHEL CITY COUNCIL ESTABLISHING A LIMITED MORATORIUM ON COMMERCIAL MARIJUANA**

**WHEREAS**, on November 4, 2014 Alaskan voters approved Ballot Measure 2, An Act to Tax and Regulate the Production, Sale, and Use of Marijuana; codified as Alaska Statute Chapter 17.38;

**WHEREAS**, the initiative, which went into effect on February 24, 2015, requires the State to begin accepting and processing applications for the registration of marijuana establishments by February 24, 2016;

**WHEREAS**, subsequently, the State established the Marijuana Control Board, which has proposed regulations for commercial marijuana establishments;

**WHEREAS**, neither Ballot 2, nor the proposed regulations by the Marijuana Control Board have specifically addressed Marijuana Clubs, which allow for the consumption of marijuana or marijuana products on the premises;

**WHEREAS**, the Alaska Statute Chapter 17.38 creates classes of registrations, licenses, or permits to enable the lawful conduct of certain types of marijuana commerce and businesses;

**WHEREAS**, the conduct of these commercial and business activities is unlawful without the appropriate registration, license or permit;

**WHEREAS**, AS 17.38.110 Local Control, enacted by Ballot Measure 2, empowers municipalities to limit and prohibit the operation of these businesses by enactment of ordinance or voter initiate;

**WHEREAS**, the initiative also authorizes local governments to enact legislation concerning the time, place and manner related to the operation of registered marijuana establishments;

**WHEREAS**, it is in the public's best interest that the City of Bethel thoughtfully consider and adopt land use regulations that ensure the orderly development and regulation of marijuana establishments, including sale, cultivation, manufacture, transport, and/or consumption of marijuana by persons

Introduced by: Council Member Fansler  
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assembled within a commercial or industrial structure within the City of Bethel;

**WHEREAS**, it is also in the best interest of the City of Bethel to establish a moratorium prohibiting the consumption of marijuana and marijuana products in Marijuana Clubs, until further guidance is provided by the Marijuana Control Board or State Legislature or local ordinance ensuring minimum health and safety standards are met to protect consumers, the public, first responders, and employees of such establishments;

**WHEREAS**, the purpose of this moratorium is to allow the City of Bethel a reasonable period of time to consider and enact legislation concerning the operation of marijuana establishments, including Marijuana Clubs, within the City

**WHEREAS**, enacting a six (6) month moratorium on the operation of certain commercial marijuana businesses does not infringe upon personal use rights guaranteed by Alaska Statute Chapter 17.38;

**WHEREAS**, Alaska Statute 17.38.110 Local Control, specifically allows for municipalities to prohibit and regulate commercial marijuana establishments in a manner that does not conflict with the applicable statutes and, the City, as a second class municipality, has all legislative powers not prohibited by law.

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

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

**SECTION 2. Moratorium.** The City Council finds and determines a situation affecting the life, health, property, and the public peace exists in that, the processing of any land use, zoning, or licensing approvals for marijuana operations with the City are not in the public's interest until such time the City has adopted marijuana regulations.

To address this situation, the City Council, imposes a six month moratorium on the processing of any land use approvals or licensing applications for marijuana establishment businesses within the City of Bethel.

**SECTION 3. Definition.** "Marijuana Club" means a licensed or non-licensed place where: (1) Marijuana or marijuana products are received or kept, or to which marijuana or marijuana products are brought (2) for consumption by the public or members of a club, association, or corporation on the licensed or non-licensed premises and (3) any

Introduced by: Council Member Fansler  
Date: January 12, 2016  
Public Hearing: January 26, 2016  
Action:  
Vote:

fee, including but not limited to a membership fee, cover charge, or the sale of food, ice, mixers, or other drinks occurs, or a fee is charged for the use of marijuana accessories for use in the consumption of marijuana or marijuana products.

**SECTION 4. Disclaimer.** Nothing in this Ordinance endorses or is intended to endorse the legality of a Marijuana Business or Marijuana Club operating within the State of Alaska.

**SECTION 5. Effective Date.** This ordinance shall become effective immediately upon the adoption by the City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA THIS \_\_\_\_ DAY OF JANUARY 2016, BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

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

**Ordinance #16-01**

**AN ORDINANCE BY THE BETHEL CITY COUNCIL ESTABLISHING A LIMITED MORATORIUM ON COMMERCIAL MARIJUANA**

**SECTION 2. Moratorium.** The City Council finds and determines a situation affecting the life, health, property, and the public peace exists in that, the processing of any land use, zoning, or licensing approvals for marijuana operations with the City are not in the public's interest until such time the City has adopted marijuana regulations.

To address this situation, the City Council, imposes a six month moratorium on the processing of any land use approvals or licensing applications for marijuana establishment businesses within the City of Bethel.

Additionally, the City Council imposes a six month moratorium on the establishment or operation of any Marijuana Clubs within the City of Bethel.

**Section 3. Definition.** "Marijuana Club" means a licensed or non-licensed place where: (1) Marijuana or marijuana products are received or kept, or to which marijuana or marijuana products are brought (2) for consumption by the public or members of a club, association, or corporation on the licensed or non-licensed premises and (3) any fee, including but not limited to a membership fee, cover charge, or the sale of food, ice, mixers, or other drinks occurs, or a fee is charged for the use of marijuana accessories for use in the consumption of marijuana or marijuana products.

## City of Bethel Action Memorandum

Action memorandum No.	16-04		
Date action introduced:	01-12-2016	Introduced by:	Mayor Robb
Date action taken:	01-12-2016	A motion to adopt AM 16-04 was not made.	
Confirmed by:			

**SUBJECT/ACTION:** Travel Approval and Determination of two City Council Members to Attend the National League of Cities Conference March 5-9, 2016.

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

Amount of fiscal impact		Account information:
Approximately \$4,000 Per Person	Funds are budgeted for.	10-56-545

The National League of Cities will be hosting their annual Congressional City Conference from March 5, through March 9, 2016, in Washington DC. The Conference schedule consists of General Sessions and Workshops for local government officials. The highlight of the trip would consist of one day of meetings with Federal representatives and their staff to go over the City's priorities and needs. This is a new strategic approach for the City to help bring more federal awareness to important projects such as the City's water and sewer needs as well as property transfers through the Bureau of Indian Affairs.

It has been suggested that two council members attend the conference and work with the City Manager to strategies the meetings and the City's approach.

	Approximate Costs
<b>Airline Ticket</b>	\$793 - \$1192
<b>Hotel Accommodations</b>	\$1,614=tax (\$269 +tax a night)
<b>Registration</b>	\$575
<b>Per Diem Rate</b>	\$704 (\$88 per day)
<b>Total</b>	\$ 3,686 – 4,085

The flights for this travel require an attendee to leave on March 3, to arrive to D.C. by the 5<sup>th</sup>.

## **City of Bethel**

### **Federal Funding Strategies**

1. Set up remote conference (e.g., Skype) with each of the congressional delegation member to discuss federal issues as they relate to Bethel. Communicate how we can make our needs known, as well as what we can contribute.
2. Invite congressional delegation members to Bethel City Council Meeting, regular or special meeting. If/when any of them come to Bethel; they have standing invitation to be put on agenda as a Special Order of Business.
3. Set up regular communication with congressional delegation and their staff. Council members and the City Manager should visit Alaska offices when in Anchorage, Juneau, etc.
4. Consider trip to Washington DC to pursue federal funding.
5. Find out about other municipal lobbying efforts in Washington DC. Consider a Bethel lobbyist in DC.
6. Set up Bethel's Federal Priorities, in both capital requests, operating requests, and other potential laws/issues with the understanding that there are no more "earmarks." We can still search for programs, grants, and other funding sources.

### **Potential Bethel Federal Capital Priorities**

#### Water and Sewer Projects

Sewer Lagoon Rehabilitation and Excavation

Water and Sewer Truck fleet replacement

Institutional Corridor – Final Phase

Water and Sewer Pipe replacement in Bethel Heights Subdivision

Expand water and sewer pipes to: Downtown, Slough, State Highway, Tundra Ridge, etc

Explore feasibility of tapping new well/water treatment in Kasayuli and other location.

#### Port Projects

Bethel Bank Stabilization Project (seawall repairs)

Bethel Small Boat Harbor Improvements

Petro Dock expansion

East timber Wall replacement

City Dock replacement

Navigation/hydrology Study on Kuskokwim River

Possible Dredging of Kuskokwim

### Road Projects/Federal Highway Funds

Road from Tundra Ridge to BIA (Polk Road)

Donut Hole Road (Ptarmigan Street to State Highway)

Dust control: water spray trucks; use of calcium chloride, other implements

Road to Napakiak

Airport Issues/development (e.g., cross runway land)

### **Other Federal/municipal Issues**

#### Economic Development

Donlin Gold Mine

Energy Use, Availability, Cost

Fisheries

Tourism

Health Care

Education

Transportation

Housing

#### Energy Issues

Propane/natural gas pipeline or barge

High voltage/Direct Current Grid for Alaska

Wind Power

AVEC's capability to accept full-scale wind power

#### Federal/Municipal Issues

Payment in Lieu of Taxes (PILT)

Wildlife Issues

Federal Fisheries Management

Old BIA site in Bethel

#### Bethel Contributions

Vibrant multi-cultural community

Modern technology co-existing with traditional practices

Hunting/fishing/trapping

Bethel's role as a Hub community.

## **Port Projects**

Bethel Small Boat Harbor Improvements  
State Capital Request, needs \$2.5 million

Bethel Bank Stabilization Project (seawall repairs)  
Fix tiebacks on East Addition of Seawall. Approximate cost \$4 million. Corp of Engineers  
Ratio is 75-25 match

Petro Dock expansion  
\$17 million

East timber Wall replacement  
\$6 million. Need design by Corp of Engineers.

City Dock Issues  
Resurfacing \$3-4million  
Lighting \$150,000

Hydrology Survey  
Study has been completed, should have results by March.

Navigation Study of Kuskokwim  
Request \$100,000 in Corp of Engineers for feasibility study.

# National League of Cities

## Preliminary Conference Schedule

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***Main Conference Events: Monday, March 7– Tuesday, March 8  
(note times are subject to change)***

### ***Monday, March 7***

7:30 a.m. – 9:00 a.m. Celebrate Diversity Breakfast\*

9:00 a.m. – 10:30 a.m. Opening General Session

10:45 a.m. – 12:15 p.m. Concurrent Workshops

1:45 p.m. – 3:15 p.m. Concurrent Workshops

3:30 p.m. – 5:00 p.m. General Session

5:15 p.m. – 6:30 p.m. State League Caucuses and Receptions  
Constituency and Special Group Meetings/Events\*

### ***Tuesday, March 8***

8:45 a.m. – 10:15 a.m. Concurrent Workshops

10:30 a.m. – Noon Concurrent Workshops

12:30 p.m. – 2:00 p.m. General Session and Lunch

2:00 p.m. – 5:00 p.m. Delegates' Pre-scheduled Capitol Hill Visits and Events

5:15 p.m. – 6:30 p.m. State League Caucuses and Receptions

6:30 p.m. – 7:30 p.m. The Capitol Steps

Constituency and Special Group Meetings/Events\*

### ***Wednesday, March 9***

All-Day-Delegates' Pre-scheduled Capitol Hill Visits

### ***Pre-conference Activities:***

***Saturday, March 5***

9:00 p.m. – 5:00 p.m. NLC University Seminars\*

***Sunday, March 6***

8:30 a.m. – Noon NLC Board of Directors Meeting

NLC Advisory Council Meeting

9:00 p.m. – 5:00 p.m. NLC University Seminars\*

1:30 p.m. – 4:00 p.m. Federal Advocacy Committee Meetings/Events\*

5:30 p.m. – 6:45 p.m. Orientation to NLC for First Time Attendees

Constituency and Special Group Meetings/Events\*

*\* Additional fees may apply*



## Service and Monitoring Agreement Northern Power® Wind Turbine

This Service Agreement (this "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ and Northern Power Systems, Inc. ("Northern Power") with respect to monitoring, maintenance and repair of the Northern Power wind turbine(s) (the "Turbines") designated by serial number on the attached Order Form (the "Service Order").

### 1. Covered Services; Additional Services

1.1 End-User hereby engages Northern Power to provide, and Northern Power hereby agrees to provide the services (the "Services") specified on the Service Order attached hereto in accordance with the terms and conditions of this Agreement and consistent with Section 8 of the Northern Power Operations & Maintenance Manual for the Turbines (the "O&M Manual"). Northern Power's current service and maintenance offerings are set forth on the Service and Monitoring Agreement Rate Sheet attached hereto (the "Rate Sheet"). Northern Power may change the offerings and prices on the Rate Sheet from time to time, provided that no such changes shall affect an existing Service Order between End-User and Northern Power.

1.2 End-User may purchase additional services under this Agreement by making such a request to the Northern Power Service Department detailing the nature and type of services required, the dates for the services to be delivered, and the primary End-User contact. Northern Power will provide the End-User with a Service Order in a timely fashion that details the scope of services, the scheduled services dates, and the fee and expenses for such services. Northern Power will only provide such services once the Service Order has been prepared and approved by the End-User.

### 2. Provision of Services

2.1 In the provision of these services, End-User and Northern Power agree on the following terms and conditions:

- (a) Northern Power will provide the services in accordance with the maintenance schedule for each Turbine which may be revised in the normal course of business based on the Turbine's maintenance standards and fleet maintenance history.
- (b) End-User shall at all times observe the guidance provided in this Agreement and O&M Manual and updates, thereto provided by Northern Power.
- (c) End-User recognizes that Northern Power may make Turbine control system and software modifications as part of providing Services. Northern Power also agrees to use commercially reasonable efforts to provide the End-User notice of software upgrades, through email notification, which the End-User may choose to purchase.
- (d) End-User agrees to provide Northern Power prompt unencumbered access to site power and facilities where the Turbine is located for purposes of providing the Services; including arranging all necessary permissions, permits and/or approvals required on a timely basis to facilitate site visits.
- (e) End-User agrees to provide a contact person and relevant contact information to Northern Power for purposes of maintaining updated product and service information as well as for coordinating services hereunder; End-User agrees to keep such information current and up to date.

Signatory initials \_\_\_\_\_

- (f) This Service Agreement shall remain valid pending normal operation of the Turbine on a continuous basis in accordance with the guidelines as defined in the O&M Manual.
- (g) End-User recognizes that for safety reasons the Turbine will need to be shut off during service. Maintenance will occur during normal business hours Monday through Friday. Other service times are subject to published rates per Northern Power's then-current Rate Sheet.
- (h) Services will be provided only if Northern Power determines that the Turbine is safe to service and that the End-User represents that to its knowledge there are no prevailing safety issues that would prevent the Turbine from being serviced by Northern Power or its designee.
- (i) Prior to execution of this Agreement, the End-User will acknowledge its compliance with the O&M Manual and Northern Power or its designee may ask End-User for a Safety Declaration prior to the performance of the services. If such declaration is not furnished, Northern Power will investigate the performance history of the turbine and make a judgment on the "serviceability" of the turbine. Northern Power will promptly notify the End-User of the issues that need to be addressed and reach agreement on a plan to proceed.

**3. Safety. END-USER ACKNOWLEDGES THAT, AS WITH ANY SOPHISTICATED INDUSTRIAL MACHINERY, THE TURBINE MAY BE UNSAFE OR EVEN DANGEROUS IF NOT OPERATED WITH DUE CARE AND CONSISTENT WITH THE OPERATIONS AND MAINTENANCE MANUAL PROVIDED BY NORTHERN POWER. UNSAFE OPERATION OF THE TURBINE – INCLUDING BY PROVIDING ACCESS THERETO TO PERSONS OTHER THAN QUALIFIED SERVICE AND MAINTENANCE PROFESSIONALS -- MAY CREATE CIRCUMSTANCES THAT COULD CAUSE SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. OPERATION OF THE TURBINE OTHER THAN IN STRICT AND FULL COMPLIANCE WITH O&M MATERIALS PROVIDED BY NORTHERN POWER WILL LIMIT OR ELIMINATE THE OPERABILITY OF THE TURBINE AND SHALL VOID THE LIMITED WARRANTY. END-USER ACKNOWLEDGES THAT IT IS END-USER'S SOLE RESPONSIBILITY TO ENSURE SAFE OPERATION OF THE TURBINE.**

#### **4. Turbine Monitoring.**

4.1 If End-User opts for SmartView 24X7 Monitoring, End-User grants Northern Power unconditional access to all information relating to the operation of the Turbine, including electronic access via SmartView to enable Northern Power to provide continuous monitoring of Turbine operation and performance and access to SmartView hardware at the site where the Turbine is located.

4.2 End-User agrees to provide real time Internet access only to Northern Power or Northern Power's designated agent. Northern Power agrees to provide monitoring of the operation and performance of the Turbine through its Network Operations Center, using SmartView or other software data collection and analysis..

#### **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

5.1 End-User expressly recognizes that (i) the software and/or firmware associated with the SmartView remote monitoring system and related user manuals (the "SmartView Software"), (ii)

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the software and/or firmware associated with the direct drive generator and the power converter and related user manuals (the “Turbine Control” and “Power Electronics Software”) used with or included in the Turbine, and (iii) the design of Turbine, including the direct drive generator and the power converter, embody and constitute confidential and proprietary information of Northern Power (“Confidential Information”). Such direct drive generator and power converter, excluding the Turbine Control and Power Electronics Software, are collectively referred to herein as the “Power System.” End-User shall not tamper with, disassemble, modify, or reverse engineer any part of the Power System, either supplied by Northern Power as part of a system or as a separate item, nor shall End-User disassemble, reverse compile or reverse engineer any SmartView Software or Turbine Control and Power Electronics Software. End-User acknowledges that the disclosure by End-User of Confidential Information may cause irreparable injury to Northern Power and damages that may be difficult to ascertain. **IN THE EVENT OF THE ACTUAL OR THREATENED DISCLOSURE OF CONFIDENTIAL INFORMATION, NORTHERN POWER SHALL, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AND NOTWITHSTANDING SECTION 17 OF THIS AGREEMENT, BE ENTITLED TO INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION TO PROTECT AND RECOVER THE CONFIDENTIAL INFORMATION; NORTHERN POWER RESERVES ALL RIGHTS TO PURSUE AND OBTAIN APPROPRIATE LEGAL AND EQUITABLE REMEDIES FOR ANY VIOLATION OF THIS SECTION 5,** End-User shall not object to the entry of an injunction or other equitable relief against End-User on the basis of an adequate remedy at law, lack of irreparable harm or any other reason.

5.2 Northern Power shall not be required to provide End-User with maintenance, support or updates regarding the Power System and Turbine Control and Power Electronics Software unless End-User opts to purchase RTU Maintenance and TSW Updates as indicated in the Rate Sheet.

5.3 End-User acknowledges that the SmartView Software is not intended to be used as billing software or to otherwise calculate charges or credits for electricity generated by the Turbine. End-User acknowledges that Northern Power has an absolute and unconditional right to monitor the performance of any Turbine, including via SmartView monitoring, and expressly and irrevocably confirms here its permission for Northern Power to do so. End-User acknowledges connectivity to the Internet must be maintained at its expense for any and all monitoring services. Maintaining Internet connectivity is exclusive of temporary power outages beyond the control of the End-User.

5.4 Except for limited usage rights in connection with End-User’s operation of the Turbine, this Agreement does not grant to End-User any right, title, or interest in or to Northern Power’s intellectual property, other proprietary rights or other information, including, but not limited to, Northern Power’s name, trademarks, trade names, trade dress, trade symbols, copyrights, patents, patent applications, inventions, trade secrets, customer lists, product names or designations, processes, designs, or formulas.

5.5 This Section 5 shall survive the termination of this Agreement.

## 6. ON-SITE ACTIVITY.

The following conditions shall apply to any on-site Services provided by Northern Power:

6.1 End-User shall provide such assistance as Northern Power may reasonably require to facilitate timely performance of this Agreement. End-User is responsible for support and facilitation by End-User of Northern Power’s performance of this Agreement. If Northern Power is unable to perform through no fault of its own or as a result of End-User’s failure to cooperate or provide assistance, Northern Power shall be excused from performance. In such event, Northern Power may, at its option, terminate this Agreement or continue to perform to the extent possible, and shall

Signatory initials \_\_\_\_\_



be entitled to an equitable adjustment in purchase price and/or schedule. End-User assistance shall be free of charge to Northern Power and shall include but not be limited to:

- (a) End-User shall provide reasonable security and protection for all persons, property and equipment employed or used by Northern Power.
- (b) End-User shall make available to Northern Power the use of any required utilities, including electrical power, transport and water.
- (c) End-User shall assist Northern Power to obtain access to all necessary roads, railways, pumping stations, power lines, pipelines, canals, and the like.
- (d) End-User shall obtain any permits, licenses, or authorizations necessary to perform this Agreement.

**7. Payments:**

7.1 All prices in the Rate Sheet are in U.S. dollars. Prices do not include any taxes (sales and use, VAT or other), tariffs, import or export duties, shipping, delivery, set fees, which are all payable by the End-User unless specifically listed otherwise. End-User shall pay any and all taxes and charges or provide Northern Power with acceptable exemption certificates before execution of this Agreement and payment of any amounts hereunder.

7.2 End-User shall make all payments, in U.S. (dollars) currency, either:

- a) U.S. Customers please remit payment via electronic funds transfer to:

Comerica Bank  
San Jose, CA 95110  
ABA/Routing: 121 137 522  
Swift Code: MNBDUS33  
Credit Account Name: Northern Power Systems, Inc.  
Final Credit Acct No: 1894469616  
Currency: USD

Domestic Remit Address for Check Payments:

Northern Power Systems, Inc.  
PO BOX 674519  
Detroit, MI 48267-4519

- b) Non-U.S. Customers please remit payment via electronic funds transfer to

Comerica Bank  
San Jose, CA 95110  
ABA/Routing: 121 137 522  
Swift Code: MNBDUS33  
Credit Account Name: Northern Power Systems, Inc.  
Final Credit Acct No: 1894469608  
Currency: USD

7.3 End-User represents and warrants that it has the financial ability to fully perform its obligations under this Agreement. End-User has obtained any commitments, consents or

Signatory initials\_\_\_\_\_

approvals from third parties necessary for End-User to perform hereunder, and such commitments, consents or approvals are binding and non-discretionary. End-User's performance of its obligations hereunder will not violate any agreement or instrument to which End-User is a party or by which its properties are bound.

7.4 End-User shall make all payments due to Northern Power hereunder without deduction, set-off or counterclaim.

7.5 Unscheduled work or events: To be paid within 30 days of service.

## 8. Term and Termination

8.1 This Agreement will become effective on the date hereof and will remain in effect for the duration of the period specified on the Service Order. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice as long as no Service Order is in effect at such time.

8.2 Termination.

(a) Upon the failure of either party to remedy a material breach of any of its obligations under this Agreement within 30 days following receipt of written notice of said breach, the other party may terminate this Agreement immediately by written notice and pursue all available remedies for breach.

(b) Either party may terminate this Agreement immediately upon written notice to the other party in the event that (i) the other party is declared insolvent or bankrupt by a court of competent jurisdiction, (ii) the other party becomes involved in a voluntary or involuntary bankruptcy or other insolvency petition or proceeding for the benefit of its creditors, or (iii) this Agreement is assigned by such party for the benefit of creditors.

## 9. Limitation of Liability

**9.1 NORTHERN POWER SHALL NOT BE LIABLE TO END-USER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COSTS OF COVER, LOSS OF REVENUE, LOSS OF PRODUCTION, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER NORTHERN POWER WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.**

**9.2 EXCEPT IN CASES OF INJURY TO PERSONS OR PROPERTY CAUSED BY NORTHERN POWER'S NEGLIGENT ACTS OR OMISSIONS, IN NO EVENT WILL THE TOTAL LIABILITY OF NORTHERN POWER ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO NORTHERN POWER FOR SERVICES UNDER THIS AGREEMENT WITH REGARD TO THE TURBINE(S) WITH RESPECT TO WHICH A CLAIM AROSE. THIS LIMITATION OF THE TOTAL LIABILITY OF NORTHERN POWER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION OR OTHERWISE.**

## 10. Dispute Resolution.

10.1 Any controversy, dispute or claim between the Parties not settled by mutual agreement (a "Dispute") shall be governed by and construed in accordance with the laws of Vermont. Each Party hereby submits to the exclusive jurisdiction of the state or federal courts located in Vermont for

Signatory initials \_\_\_\_\_



purposes of any action relating to the interpretation or enforcement of the provisions of this Agreement, and agrees that any legal proceedings arising under or pursuant to this agreement shall be conducted in such state.

#### **11. General Provisions.**

11.1 No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under this Agreement. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision.

11.2 Northern Power is an independent contractor. End-User and Northern Power are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other.

11.3 The rights and liabilities of the parties under this Agreement are governed in all respects by the laws of the State of Vermont, without reference to or application of its conflicts of law provisions.

11.4 This Agreement may not be amended, modified or altered except in writing signed by both Parties. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.5 Any preprinted terms and conditions contained in any Service Order or other similar document shall be null and void and have no force in modifying the terms of this Service Agreement.

11.6 Any correspondence relating hereto shall be directed to the address indicated for the respective parties on the signature page of this Agreement.

11.7 End-User may not assign its rights and obligations hereunder without the prior written consent of Northern Power, which will be in Northern Power's sole discretion but not to be unreasonably withheld. Northern Power may freely assign its rights hereunder to a service provider authorized by Northern Power. The rights and obligations under this Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

11.8 This Agreement may be executed by the Parties in counterparts, including counterparts executed and delivered via facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatory initials\_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused this Extended Service and Monitoring Agreement to be executed by their duly authorized representatives as of the date first written above.

**Northern Power Systems, Inc.**

**[End User Entity]**

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

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

Name \_\_\_\_\_  
Print/Type

Name \_\_\_\_\_  
Print/Type

Title \_\_\_\_\_  
Print/Type

Title \_\_\_\_\_  
Print/Type

Date \_\_\_\_\_

Date \_\_\_\_\_

**End User Address for Notices:**

Attention:

Phone: (----) -----

Fax: (----) -----

**Service and Maintenance Agreement Order Form:**

Turbine Serial Number(s): \_\_\_\_\_

Service Program Type: \_\_\_\_\_

Term of service: \_\_\_\_\_ Commencing on (date): \_\_\_\_\_

Price per term: \$0 Total Contract Price: \$ \_\_\_\_\_

*Annual Maintenance to be performed on:*

Signatory initials \_\_\_\_\_

## Service and Monitoring Agreement Rate Sheet:

### Description of Services, Turbines no longer under Warranty:

**SmartView® Monitoring:** NPS 24x7 turbine monitoring option ensures that your turbine is being watched for conditions that cause shutdown of the turbine. Monitoring includes both analyzing and clearing faults that can be safely reset, and notification of conditions that require intervention. This service is included when you have an active warranty agreement. However, when your warranty expires we no longer monitor your turbine unless a new monitoring agreement is in place.

**Remote Terminal Unit (RTU) Maintenance and Turbine Software (SW) updates:** This service ensures you are up-to-date with the best turbine software for your application, designed to maximize availability, performance, and safety. In addition, should your RTU have a component failure, Northern will cover the cost of a replacement RTU for only the cost of shipping. This service is also covered for those on standard or extended warranty.

**Remote/phone support:** Designed to go hand-in-hand with onsite basic training, we provide remote phone support for the duration of the agreement at a fixed cost. When a turbine is down for whatever reason, we can provide live support while your designated in-house Operations & Maintenance, Site engineer or delegate of your choice works to resolve any issues.

**Full Coverage:** For those end-users without staff suitable for working on your turbine, our full service maintenance package ensures annual maintenance is performed by a certified NPS service provider for a fixed annual cost. This option comes with the added benefit of a 20% parts discount for parts required to fix the turbine outside of the regularly scheduled annual maintenance cycle.

**Preventive maintenance:** For those end-users without staff suitable for working on your turbine, our preventive maintenance package ensures annual maintenance is performed by a certified NPS service provider for a fixed annual cost. (Price quote available upon request)

**Onsite Basic Training:** For larger facilities with technically capable full time maintenance staff, we offer one-time on-site basic training for 3-8 participants that includes instruction on how to replace the majority of components in the turbine as well as how to self-perform annual maintenance. If you or your staff are qualified industrial climbers, this training can help customers improve profitability by reducing the labor cost of maintenance and on-site troubleshooting. (Price quote available upon request)

### Description of Services, Turbines under Warranty:

**Preventative Maintenance Package:** As part of the standard and/or extended NPS warranty the following are automatically included in the Preventative Maintenance Package: SmartView 24x7 Monitoring & Reporting, Maintenance and Turbine SW updates, Remote/Phone Support. The Preventative Maintenance Package adds all annual scheduled maintenance for the contract period. The addition of a PM Package to an optional 3 Yr. extended warranty purchased as part of the original turbine sale provides the maximum value and protection to turbine performance.

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2015		Post Warranty Service Support			Preventive maintenance for turbines still under Warranty
		RTU support & TSW updates	Self Support	Full Coverage	
Support Options	<b>Smartview 24x 7 Monitoring and fault notification</b>	√	√	√	○
	<b>RTU Manintenance and Turbine SW updates</b>	√	√	√	○
	<b>Remote phone support</b>		√	√	○
	<b>Preventive Maintenance</b>			√	√
Price Breakout	<b>Annual Price</b>	\$2,400	\$3,200	\$6,700	\$4,200
	<b>3 yr discount</b>	~25%	~25%	~13%	~10%
	<b>Price of 3 yr contract</b>	\$5,400	\$7,200	\$17,500	\$11,000
	<b>5 yr discount</b>	~32%	~34%	~20%	~19%
	<b>Price of 5 yr contract</b>	\$8,100	\$10,500	\$26,500	\$17,500
<p>*Full Coverage includes an applied 20% discount to all Northern Power supplied parts and unscheduled (non-maintenance) labor according to the prevailing Commercial Rates Schedule. The 20% discount does not apply to freight, expenses and any services rendered by other vendors, contractors, or third-party service providers.</p>					

All Services Pricing subject to change

- (1) All unscheduled maintenance contracted to Northern Power Systems will be billed at rates according to the prevailing Commercial Rate Schedule.
- (2) Phone support is only available for qualified trained L1 technicians during business hours (7:00 AM to 5:00 PM EST Monday-Friday). Remote phone support for end-users without an existing agreement will be billed at the engineering rate according to the prevailing Commercial Rate Schedule.
- (3) Onsite training pricing is available for the self-support program based location and the number students. T&E not included.

Cost Items Specifically Excluded from the Maintenance Schedule:

- Utilities to support operation of the Turbine (including isolation transformer)
- Telephone/DSL or internet access services
- End-User requested maintenance not part of the annual maintenance schedule
- Any travel that is more than 200 Miles from NPS service provider are the responsibility of the End-User
- Parts and services related to non-maintenance service and or repairs will be billed per the approved Service Order

Other vendors, contractors or providers of services (such as cranes or lifts) necessary to complete unplanned maintenance and repairs will be at the End-User's expense. It is understood that Northern Power is providing service technician(s), diagnostic equipment and hand tools only.

Signatory initials \_\_\_\_\_



## Service and Monitoring Agreement Northern Power® Wind Turbine

This Service Agreement (this "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ and Northern Power Systems, Inc. ("Northern Power") with respect to monitoring, maintenance and repair of the Northern Power wind turbine(s) (the "Turbines") designated by serial number on the attached Order Form (the "Service Order").

### **1. Covered Services; Additional Services**

1.1 End-User hereby engages Northern Power to provide, and Northern Power hereby agrees to provide the services (the "Services") specified on the Service Order attached hereto in accordance with the terms and conditions of this Agreement and consistent with Section 8 of the Northern Power Operations & Maintenance Manual for the Turbines (the "O&M Manual"). Northern Power's current service and maintenance offerings are set forth on the Service and Monitoring Agreement Rate Sheet attached hereto (the "Rate Sheet"). Northern Power may change the offerings and prices on the Rate Sheet from time to time, provided that no such changes shall affect an existing Service Order between End-User and Northern Power.

1.2 End-User may purchase additional services under this Agreement by making such a request to the Northern Power Service Department detailing the nature and type of services required, the dates for the services to be delivered, and the primary End-User contact. Northern Power will provide the End-User with a Service Order in a timely fashion that details the scope of services, the scheduled services dates, and the fee and expenses for such services. Northern Power will only provide such services once the Service Order has been prepared and approved by the End-User.

### **2. Provision of Services**

2.1 In the provision of these services, End-User and Northern Power agree on the following terms and conditions:

- (a) Northern Power will provide the services in accordance with the maintenance schedule for each Turbine which may be revised in the normal course of business based on the Turbine's maintenance standards and fleet maintenance history.
- (b) End-User shall at all times observe the guidance provided in this Agreement and O&M Manual and updates, thereto provided by Northern Power.
- (c) End-User recognizes that Northern Power may make Turbine control system and software modifications as part of providing Services. Northern Power also agrees to use commercially reasonable efforts to provide the End-User notice of software upgrades, through email notification, which the End-User may choose to purchase.
- (d) End-User agrees to provide Northern Power prompt unencumbered access to site power and facilities where the Turbine is located for purposes of providing the Services; including arranging all necessary permissions, permits and/or approvals required on a timely basis to facilitate site visits.
- (e) End-User agrees to provide a contact person and relevant contact information to Northern Power for purposes of maintaining updated product and service information as well as for coordinating services hereunder; End-User agrees to keep such information current and up to date.

- (f) This Service Agreement shall remain valid pending normal operation of the Turbine on a continuous basis in accordance with the guidelines as defined in the O&M Manual.
- (g) End-User recognizes that for safety reasons the Turbine will need to be shut off during service. Maintenance will occur during normal business hours Monday through Friday. Other service times are subject to published rates per Northern Power's then-current Rate Sheet.
- (h) Services will be provided only if Northern Power determines that the Turbine is safe to service and that the End-User represents that to its knowledge there are no prevailing safety issues that would prevent the Turbine from being serviced by Northern Power or its designee.
- (i) Prior to execution of this Agreement, the End-User will acknowledge its compliance with the O&M Manual and Northern Power or its designee may ask End-User for a Safety Declaration prior to the performance of the services. If such declaration is not furnished, Northern Power will investigate the performance history of the turbine and make a judgment on the "serviceability" of the turbine. Northern Power will promptly notify the End-User of the issues that need to be addressed and reach agreement on a plan to proceed.

**3. Safety. END-USER ACKNOWLEDGES THAT, AS WITH ANY SOPHISTICATED INDUSTRIAL MACHINERY, THE TURBINE MAY BE UNSAFE OR EVEN DANGEROUS IF NOT OPERATED WITH DUE CARE AND CONSISTENT WITH THE OPERATIONS AND MAINTENANCE MANUAL PROVIDED BY NORTHERN POWER. UNSAFE OPERATION OF THE TURBINE – INCLUDING BY PROVIDING ACCESS THERETO TO PERSONS OTHER THAN QUALIFIED SERVICE AND MAINTENANCE PROFESSIONALS -- MAY CREATE CIRCUMSTANCES THAT COULD CAUSE SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. OPERATION OF THE TURBINE OTHER THAN IN STRICT AND FULL COMPLIANCE WITH O&M MATERIALS PROVIDED BY NORTHERN POWER WILL LIMIT OR ELIMINATE THE OPERABILITY OF THE TURBINE AND SHALL VOID THE LIMITED WARRANTY. END-USER ACKNOWLEDGES THAT IT IS END-USER'S SOLE RESPONSIBILITY TO ENSURE SAFE OPERATION OF THE TURBINE.**

#### **4. Turbine Monitoring.**

4.1 If End-User opts for SmartView 24X7 Monitoring and Reporting as indicated in the Rate Sheet, End-User grants Northern Power unconditional access to all information relating to the operation of the Turbine, including electronic access via SmartView to enable Northern Power to provide continuous monitoring of Turbine operation and performance and access to SmartView hardware at the site where the Turbine is located.

4.2 End-User agrees to provide real time Internet access only to Northern Power or Northern Power's designated agent. Northern Power agrees to provide monitoring of the operation and performance of the Turbine through its Network Operations Center, using SmartView or other software data collection and analysis..

#### **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

5.1 End-User expressly recognizes that (i) the software and/or firmware associated with the SmartView remote monitoring system and related user manuals (the "SmartView Software"), (ii)

the software and/or firmware associated with the direct drive generator and the power converter and related user manuals (the “Turbine Control” and “Power Electronics Software”) used with or included in the Turbine, and (iii) the design of Turbine, including the direct drive generator and the power converter, embody and constitute confidential and proprietary information of Northern Power (“Confidential Information”). Such direct drive generator and power converter, excluding the Turbine Control and Power Electronics Software, are collectively referred to herein as the “Power System.” End-User shall not tamper with, disassemble, modify, or reverse engineer any part of the Power System, either supplied by Northern Power as part of a system or as a separate item, nor shall End-User disassemble, reverse compile or reverse engineer any SmartView Software or Turbine Control and Power Electronics Software. End-User acknowledges that the disclosure by End-User of Confidential Information may cause irreparable injury to Northern Power and damages that may be difficult to ascertain. **IN THE EVENT OF THE ACTUAL OR THREATENED DISCLOSURE OF CONFIDENTIAL INFORMATION, NORTHERN POWER SHALL, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AND NOTWITHSTANDING SECTION 17 OF THIS AGREEMENT, BE ENTITLED TO INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION TO PROTECT AND RECOVER THE CONFIDENTIAL INFORMATION; NORTHERN POWER RESERVES ALL RIGHTS TO PURSUE AND OBTAIN APPROPRIATE LEGAL AND EQUITABLE REMEDIES FOR ANY VIOLATION OF THIS SECTION 5,** End-User shall not object to the entry of an injunction or other equitable relief against End-User on the basis of an adequate remedy at law, lack of irreparable harm or any other reason.

5.2 Northern Power shall not be required to provide End-User with maintenance, support or updates regarding the Power System and Turbine Control and Power Electronics Software unless End-User opts to purchase RTU Maintenance and TSW Updates as indicated in the Rate Sheet.

5.3 End-User acknowledges that the SmartView Software is not intended to be used as billing software or to otherwise calculate charges or credits for electricity generated by the Turbine. End-User acknowledges that Northern Power has an absolute and unconditional right to monitor the performance of any Turbine, including via SmartView monitoring, and expressly and irrevocably confirms here its permission for Northern Power to do so. End-User acknowledges connectivity to the Internet must be maintained at its expense for any and all monitoring services. Maintaining Internet connectivity is exclusive of temporary power outages beyond the control of the End-User.

5.4 Except for limited usage rights in connection with End-User’s operation of the Turbine, this Agreement does not grant to End-User any right, title, or interest in or to Northern Power’s intellectual property, other proprietary rights or other information, including, but not limited to, Northern Power’s name, trademarks, trade names, trade dress, trade symbols, copyrights, patents, patent applications, inventions, trade secrets, customer lists, product names or designations, processes, designs, or formulas.

5.5 This Section 5 shall survive the termination of this Agreement.

## **6. ON-SITE ACTIVITY.**

The following conditions shall apply to any on-site Services provided by Northern Power:

6.1 End-User shall provide such assistance as Northern Power may reasonably require to facilitate timely performance of this Agreement. End-User is responsible for support and facilitation by End-User of Northern Power’s performance of this Agreement. If Northern Power is unable to perform through no fault of its own or as a result of End-User’s failure to cooperate or provide assistance, Northern Power shall be excused from performance. In such event, Northern Power may, at its option, terminate this Agreement or continue to perform to the extent possible, and shall

be entitled to an equitable adjustment in purchase price and/or schedule. End-User assistance shall be free of charge to Northern Power and shall include but not be limited to:

- (a) End-User shall provide reasonable security and protection for all persons, property and equipment employed or used by Northern Power.
- (b) End-User shall make available to Northern Power the use of any required utilities, including electrical power, transport and water.
- (c) End-User shall assist Northern Power to obtain access to all necessary roads, railways, pumping stations, power lines, pipelines, canals, and the like.
- (d) End-User shall obtain any permits, licenses, or authorizations necessary to perform this Agreement.

**7. Payments:**

7.1 All prices in the Rate Sheet are in U.S. dollars. Prices do not include any taxes (sales and use, VAT or other), tariffs, import or export duties, shipping, delivery, set fees, which are all payable by the End-User unless specifically listed otherwise. End-User shall pay any and all taxes and charges or provide Northern Power with acceptable exemption certificates before execution of this Agreement and payment of any amounts hereunder.

7.2 End-User shall make all payments, in U.S. (dollars) currency, either:

- a) U.S. Customers please remit payment via electronic funds transfer to:

Comerica Bank  
San Jose, CA 95110  
ABA/Routing: 121 137 522  
Swift Code: MNBDUS33  
Credit Account Name: Northern Power Systems, Inc.  
Final Credit Acct No: 1894469616  
Currency: USD

Domestic Remit Address for Check Payments:

Northern Power Systems, Inc.  
PO BOX 674519  
Detroit, MI 48267-4519

- b) Non-U.S. Customers please remit payment via electronic funds transfer to

Comerica Bank  
San Jose, CA 95110  
ABA/Routing: 121 137 522  
Swift Code: MNBDUS33  
Credit Account Name: Northern Power Systems, Inc.  
Final Credit Acct No: 1894469608  
Currency: USD

7.3 End-User represents and warrants that it has the financial ability to fully perform its obligations under this Agreement. End-User has obtained any commitments, consents or

approvals from third parties necessary for End-User to perform hereunder, and such commitments, consents or approvals are binding and non-discretionary. End-User's performance of its obligations hereunder will not violate any agreement or instrument to which End-User is a party or by which its properties are bound.

7.4 End-User shall make all payments due to Northern Power hereunder without deduction, set-off or counterclaim.

7.5 Unscheduled work or events: To be paid within 30 days of service.

## **8. Term and Termination**

8.1 This Agreement will become effective on the date hereof and will remain in effect for the duration of the period specified on the Service Order. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice as long as no Service Order is in effect at such time.

8.2 Termination.

(a) Upon the failure of either party to remedy a material breach of any of its obligations under this Agreement within 30 days following receipt of written notice of said breach, the other party may terminate this Agreement immediately by written notice and pursue all available remedies for breach.

(b) Either party may terminate this Agreement immediately upon written notice to the other party in the event that (i) the other party is declared insolvent or bankrupt by a court of competent jurisdiction, (ii) the other party becomes involved in a voluntary or involuntary bankruptcy or other insolvency petition or proceeding for the benefit of its creditors, or (iii) this Agreement is assigned by such party for the benefit of creditors.

## **9. Limitation of Liability**

**9.1 NORTHERN POWER SHALL NOT BE LIABLE TO END-USER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COSTS OF COVER, LOSS OF REVENUE, LOSS OF PRODUCTION, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER NORTHERN POWER WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.**

**9.2 IN NO EVENT WILL THE TOTAL LIABILITY OF NORTHERN POWER ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO NORTHERN POWER FOR SERVICES UNDER THIS AGREEMENT WITH REGARD TO THE TURBINE(S) WITH RESPECT TO WHICH A CLAIM AROSE. THIS LIMITATION OF THE TOTAL LIABILITY OF NORTHERN POWER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION OR OTHERWISE.**

## **10. Dispute Resolution.**

10.1 Any controversy, dispute or claim between the Parties not settled by mutual agreement (a "Dispute") shall first be submitted to non-binding mediation. In the event the Dispute is not resolved through non-binding mediation it will be resolved by final and binding arbitration. Any controversy, Dispute or claim between the Parties not settled by mutual agreement will be resolved by final and binding arbitration in Burlington, Vermont, USA in accordance with the Commercial Arbitration



Rules of the American Arbitration Association (“AAA”), and governed by the substantive laws of the State of Vermont, without regard to conflicts-of-laws rules, and by the Federal Arbitration Act (Title 9, U.S. Code).

10.2 THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO HAVE ANY DISPUTE TRIED AND ADJUDICATED BY A JUDGE OR A JURY.

### **11. General Provisions.**

11.1 No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under this Agreement. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision.

11.2 Northern Power is an independent contractor. End-User and Northern Power are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other.

11.3 The rights and liabilities of the parties under this Agreement are governed in all respects by the laws of the State of Vermont, without reference to or application of its conflicts of law provisions.

11.4 This Agreement may not be amended, modified or altered except in writing signed by both Parties. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.5 Any preprinted terms and conditions contained in any Service Order or other similar document shall be null and void and have no force in modifying the terms of this Service Agreement.

11.6 Any correspondence relating hereto shall be directed to the address indicated for the respective parties on the signature page of this Agreement.

11.7 End-User may not assign its rights and obligations hereunder without the prior written consent of Northern Power, which will be in Northern Power’s sole discretion. Northern Power may freely assign its rights hereunder to a service provider authorized by Northern Power. The rights and obligations under this Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

11.8 This Agreement may be executed by the Parties in counterparts, including counterparts executed and delivered via facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Extended Service and Monitoring Agreement to be executed by their duly authorized representatives as of the date first written above.

**Northern Power Systems, Inc.**

**[End User Entity]**

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

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

Name \_\_\_\_\_  
Print/Type

Name \_\_\_\_\_  
Print/Type

Title \_\_\_\_\_  
Print/Type

Title \_\_\_\_\_  
Print/Type

**End User Address for Notices:**

Attention:

Phone: (---) -----

Fax: (---) -----

**Service and Maintenance Agreement Order Form:**

Turbine Serial Number(s): \_\_\_\_\_

Service Program Type: \_\_\_\_\_

Term of service: \_\_\_\_\_ Commencing on (date): \_\_\_\_\_

Price per term: \$0 Total Contract Price: \$ \_\_\_\_\_

*Annual Maintenance to be performed on:*

**Service and Monitoring Agreement Rate Sheet:**

**Description of Services, Turbines under Warranty:**

**Preventative Maintenance Package:** As part of the standard and/or extended NPS warranty the following are automatically included in the Preventative Maintenance Package: SmartView 24x7 Monitoring & Reporting, Maintenance and Turbine SW updates, Remote/Phone Support. The Preventative Maintenance Package adds all annual scheduled maintenance for the contract period. The addition of a PM Package to an extended warranty provides the maximum value and protection to turbine performance.

**Description of Services, Turbines no longer under Warranty:**

**SmartView® Monitoring and Performance Reporting:** NPS 24x7 turbine monitoring option ensures that your turbine is being watched for conditions that cause shutdown of the turbine. Monitoring includes both analyzing and clearing faults that can be safely reset, and notification of conditions that require intervention. This service is included when you have an active warranty agreement. However, when your warranty expires we no longer monitor your turbine unless a new monitoring agreement is in place.

**Remote Terminal Unit (RTU) Maintenance and Turbine Software (SW) updates:** This service ensures you are up-to-date with the latest updates to turbine software, designed to maximize availability, performance, and safety. In addition, should your RTU have a component failure, Northern will cover the cost of a replacement RTU for only the cost of shipping. This service is also covered for those on standard or extended warranty.

**Onsite Basic Training:** For larger facilities with technically capable full time maintenance staff, we offer one-time on-site basic training for 3-8 participants that includes instruction on how to replace the majority of components in the turbine as well as how to self-perform annual maintenance. If you or your staff are qualified industrial climbers, this training can help customers improve profitability by reducing the labor cost of maintenance and on-site troubleshooting

**Remote/phone support:** Designed to go hand-in-hand with onsite basic training, we provide remote phone support for the duration of the agreement at a fixed cost. When a turbine is down for whatever reason, we can provide live support while your designated in-house Operations & Maintenance (O&M) provider works to resolve any issues.

**Preventive maintenance:** For those end-users without staff suitable for working on your turbine, our preventive maintenance package ensures annual maintenance is performed by a certified NPS service provider for a fixed annual cost.

	Post Warranty Service Support				Preventive Maintenance for Turbines still under Warranty
	Remote Monitoring	RTU support	Self Support	Full Coverage*	
Smartview 24x7 Monitoring and Reporting	√	√	√	√	o
RTU Maintenance and Turbine SW updates		√	√	√	o
Remote/Phone Support			√	√	o
Preventive Maintenance				√	√
<b>Annual price</b>	\$ 1,200	\$ 2,200	\$ 3,000	\$ 6,500	\$ 4,200
<i>3yr discount</i>	0%	~32%	~33%	~15%	~17%
<b>Price of 3 yr contract</b>	\$ 3,600	\$ 4,500	\$ 6,000	\$ 16,500	\$ 10,500
<i>5yr discount</i>	~17%	~36%	~40%	~23%	~22%
<b>Price of 5 yr contract</b>	\$ 5,000	\$ 7,000	\$ 9,000	\$ 25,000	\$ 16,500

*\* Full Coverage includes an applied 20% discount to all Northern Power supplied parts and unscheduled (non-maintenance) labor according to the prevailing Commercial Rate Schedule. The 20% discount does not apply to freight, expenses, and any services rendered by other vendors, contractors, or third-party service providers.*

All Services Pricing subject to change

- (1) All unscheduled maintenance contracted to Northern Power Systems will be billed at rates according to the prevailing Commercial Rate Schedule.
- (2) Phone support is only available for qualified trained L1 technicians during business hours (7:00 AM to 5:00 PM EST Monday-Friday). Remote phone support for end-users without an existing agreement will be billed at the engineering rate according to the prevailing Commercial Rate Schedule.
- (3) Onsite training pricing is available for the self-support program based location and the number students. T&E not included.

Cost Items Specifically Excluded from the Maintenance Schedule:

- Utilities to support operation of the Turbine (including isolation transformer)
- Telephone/DSL or internet access services
- End-User requested maintenance not part of the annual maintenance schedule
- Parts and services related to non-maintenance service and or repairs will be billed per the approved Service Order

Other vendors, contractors or providers of services (such as cranes or lifts) necessary to complete unplanned maintenance and repairs will be at the End-User's expense. It is understood that Northern Power is providing service technician(s), diagnostic equipment and hand tools only.

# New GSS Customer Setup Form

## Legal name, address, and contact information

Legal Name	
Business Street Address	
City	
State	
Zip Code	
Shipping Street Address (if diff)	
City	
State	
Zip Code	
Contact Name/Buyer	
Phone #	
Fax #	
Email address	
DNB # (if known)	

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# ***New Business***

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Introduced by: Council Member Hoffman  
Date: January 26, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **RESOLUTION #16-03**

#### **A RESOLUTION BY THE BETHEL CITY COUNCIL PROVIDING SUPPORT FOR THE FUNDING OF COMMUNITY REVENUE SHARING PROGRAM**

**WHEREAS,** the sharing of State revenues corresponds with the Owner State concept, whereby natural resources owned by the State belong to all Alaskan residents and should be routinely shared;

**WHEREAS,** the Community Revenue Sharing Program is used to distribute a portion of State revenues as a way to share its wealth with residence statewide;

**WHEREAS,** the Community Revenue Sharing Program is an essential source of revenue for Alaska's communities, both large and small;

**WHEREAS,** the City of Bethel received \$394,937 in Community Revenue Sharing contributions in FY2015;

**WHEREAS,** defunding or reducing the Community Revenue Sharing Program will have a significant negative effect on the City's ability to provide essential services, potentially forcing the City to eliminate critical positions, reduce essential services to help make up for the economic hardship;

**WHEREAS,** the citizens of Bethel currently pay 6% in sales tax, one of the highest sales tax rates in Alaska;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Bethel supports the continued funding for the Community Revenue Sharing program.

**PASSED AND APPROVED THIS \_\_\_ DAY OF JANUARY 2016, BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

ATTEST:

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

\_\_\_\_\_  
Richard Robb, Mayor

Introduced by: City Manager Capela  
 Introduction Date: January 26, 2016  
 Public Hearing: February 9, 2016

Action:  
 Vote:

**CITY OF BETHEL, ALASKA**  
**ORDINANCE #15-14 ( c )**

**An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2016 Budget**

**Section 1.** That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2016, July 1, 2015 to June 30, 2016.

**Section 2.** The following is a summary of the changes by fund and department:

**Budget Modification**

	<b>Increases</b>	
10-66-773	Ridgecrest Drive Project	265,000
		0
	Total Increases	<b>265,000</b>
	<b>Decreases</b>	
10-39900	Unrestricted Undesignated Fund Balance	(265,000)
	Total Decreases	<b>(265,000)</b>
<b>TOTAL</b>	<b>Net Change to Appropriations</b>	<b>0</b>

	<b>TOTAL CHANGE APPROPRIATIONS</b>	
		Total Increases
		Total Decreases
	<b>Cumulative Change to Revenues</b>	<b>0</b>

**TOTAL CHANGE TO OVERALL CITY BUDGET**

	<i>Change to Revenues Increase/(Decrease)</i>	<b>0</b>
	<i>Change to Appropriations Increase/(Decrease)</i>	<b>265,000</b>
	<b>These changes <u>INCREASE</u> the overall expenditures/expenses of the City by</b>	<b>265,000</b>

**Section 3.** Effective Date. This ordinance becomes effective immediately upon adoption.

**PASSED AND APPROVED THIS \_\_\_ DAY OF -----BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
 Richard Robb, Mayor

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

**"BIG PICTURE" - City of Bethel Fiscal Overview June 15, 2015**

<b>YK Pool Facility</b>	
[ End FY14 ]	\$ 4,278,100.00
[ Est. FY15 ]	\$ (357,000.00)
[ Est. FY16 ]	\$ (367,644.00)
Balance	\$ 3,553,456.00
<b>3,553,456</b>	<b>9.67 Years</b>
<b>367,644</b>	

<b>Health</b>	
[ End FY14 ]	\$ (474,600.00)
[ Est. FY15 ]	\$ (550,000.00)
[ Est. FY16 ]	\$ (579,486.00)
Balance	\$ (1,604,086.00)

<b>Solid Waste</b>	
[ End FY14 ]	\$ 1,299,580.00
[ Est. FY15 ]	\$ 200,000.00
	\$ 1,499,580.00
Landfill Clouse Costs	\$ (1,343,286.00)
	\$ 156,294.00

<b>Leased Property</b>	
[ End FY14 ]	(959,247.00)
[ Est. FY15 ]	(322,495.00)
[ Est. FY16 ]	(402,738.00)
	(1,684,480.00)

<b>911 Fund</b>	
[ End FY14 ]	366,052
[ Est FY15 ]	80,000
	446,052

<b>General Fund</b>	
[ End FY14 ]	\$ 4,906,909.00
Unassigned	\$ (1,604,086.00)
Health	\$ 3,302,823.00
Balance	\$ (4,985,000.00)
6 months	\$ (1,682,177.00)
Balance	\$ (522,203.00)
PTO	\$ (2,204,380.00)
Balance	

<b>Endowment Fund</b>	
[ End FY 14 ]	\$ 1,861,217.00

<b>Estimate of 6 (six months of City operations)</b>	
\$ 3,575,000.00	[ Est. payroll ]
\$ 372,000.00	[ Est. gas ]
\$ 492,000.00	[ Est. electricity ]
\$ 546,000.00	[ Est. heating ]
\$ 4,985,000.00	Estimate

<b>Personal Time Off (PTO)</b>	
Unfunded	\$ 522,203.00
	As of 5/24/15

<b>Water/Sewer</b>	
\$ (3,915,855.00)	[ End FY14 ]
\$ (200,948.00)	[ Est. FY15 Xfer ]
\$ (49,125.00)	[ Est. FY16 Xfer ]
\$ (4,165,928.00)	
	[ Due to other Funds ]

<b>Dock</b>	
\$ 5,409,479.00	[ End FY14 ]
\$ (1,436,809.00)	[ SeaWall Mait. ]
\$ (479,644.00)	[ Dock Mait. ]
\$ 3,493,026.00	Restricted

<b>Transit</b>	
(11,451.00)	[ End FY14 ]
(100,752.00)	[ Est. FY15 ]
(23,939.00)	[ Est. FY 16 ]
(136,142.00)	

# Memo

To: Ann Capela, City Manager  
From: Patty Burley, City Attorney  
Date: 4/5/2015  
Re: Review of Ridgecrest Drive Documents

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## **Review of 2011 Agreement:**

Encompasses Ridgecrest Drive from Akakeek Street to Ptarmigan Street

States the City, by resolution, authorized the State to plan, design and construct improvements to Ridgecrest Drive from Akakeek Street to Ptarmigan Street to include turn channelization, drainage improvements and pedestrian improvements (these improvements having been previously identified)

Once completed the City would agree to maintain the project.

Costs to City: The City's cost for this project would be 50% of the non-federal matching funds (\$254,300) plus a required 50% contingency assessment (\$127,195). The total thus due from the City would be: \$381,495.

The City would pay its share as follows:

\$49,439 on 12/31/10  
\$74,700 on 07/15/11  
\$257,355 on 4/15/13

The costs were only estimates and the City agreed that as the project progressed, the figures could change and the City agreed to provide additional funding if necessary. No cap on how much additional funding was placed. Nothing was put in place allowing the City to provide input on the additional costs. However, if the project was completed under the estimated amount, all excesses paid would be returned to the City.

Ownership of the project would pass to the City upon completion. Because ownership would transfer to the City and because State monies were used in the construction, the City would then be responsible for upkeep which includes, but are not limited to:

1. Traffic control and safety (what is meant by this and what does the City intend to do to meet this requirement?)
2. Highway marking and repainting (since this will be an asphalt road, does the City have the technical skill and equipment to do this?)
3. Pothole repair using asphalt products (same concern as above);
4. Annual crack sealing (same concern as above);
5. Repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting and bleeding... (see above concerns);
6. Minor bridge repair, including painting, re-decking and repairing of guardrails (how many bridges?, where will they be located? Will the City have access to them?)
7. Repair of street lights (all repair) – the City has a street light agreement with AVEC now. How many lights are in this area and what effect will this have for the City?
8. The City is required to follow the Alaska Highway Maintenance and Operations Manual. The problem is that a ½ hour + on the DOT website could not yield this Manual. Has the City received it so the City is aware what is required and is sure they can meet the requirements?

Language which seems out of place:

1. Page 2 Property Management. The State is asking the City to manage the rights of way and utilities which are created as a result of this project. The problem here is that the State wants the City to manage them via the procurement process used to get them placed. These processes say absolutely nothing about maintenance after the right of way or utility is installed.

Indemnification: The City is being asked to indemnify the State regardless even if the State is alleged to have contributed to an injury (in other words, even if the State's bad actions caused the harm, the City has to defend them at the City's costs). This is not good language for the City.

Dispute Resolution: The language here is a costly way to do things. Each side has to hire an arbitrator and those 2 arbitrators will choose 1 they like who will be the one who actually arbitrates the matter. There are more cost effective ways to choose an arbitrator.

Breach: This lengthy section only names ways that the City might breach and be responsible for it. In essence, if the City doesn't behave the way the State feels as they should, the City can be stuck with all of the bill and/or lose state grants for up to 6 years. Nothing is said about what happens or what the remedy is if the State misbehaves, significantly changes the scope of the agreement, etc.

Overall: this was not necessarily a contract favorable to the City but it is a done deal.

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## New Agreement:

1. It appears the MOA is incorrect on the 2<sup>nd</sup> and 6<sup>th</sup> whereas: to the best of my knowledge and recollection, the School District and not the City owns Ron Edwards Memorial Drive. If my recollection is correct, then the City has no authority to consent to work on a road it does not own. Ron Edwards Memorial Drive is mentioned several more times throughout the MOA.
2. **Financial Participation:** The figures appear to have gone down significantly from an estimated total of about 5 ½ million to a new estimated cost of 3.7 million dollars. As a result, the City's contribution appears to have also decreased. However, there is an approximate \$20,000 discrepancy in the figures stated in this section as follows:
  - a. Paragraph 1a. states the City's contribution will be \$264,000 (\$176,000 equaling 50% of the non-federal matching funds + \$88,000 contingency assessment)
  - b. Paragraph 1b indicates the City previously paid \$49,439 of this cost in September of 2011.
  - c. Paragraph 1c indicates the City will owe an additional amount totaling \$234,839 by the middle of August 2015 (\$4919 on 1/15/15 + \$229,920 on 8/15/15).

The figures just don't add up. If the 49 thousand paid in 2011 was not part of the bill, the figures are still off. This should be corrected before moving forward.

3. Again, the City needs to be prepared to pay additional monies if the costs of the project exceed the estimates. I strongly recommend negotiating language that the State will disclose the methodology used to order materials and let the City have an equal vote in the process and choosing of final materials and contractors used. This way the City has some control over the costs.
4. **Scope of Work:** In the paragraph on page 2 of 7, the State indicates the work will be as outlined in Figures 1-3. Figure 1 shows both the City and the School District together improving and changing circulation around the school. Concerns: (1) the school has not committed to this; (2) the school is not a partner to this Agreement and cannot be obligated to do so; (3) without a firm written commitment by the school, the City does not have authority to do this and thus cannot comply with this portion of the scope of work; (4) with this road being on school district land, why should the city be responsible for the upkeep instead of the school district?

The Scope of Work states that as the work project develops, the design will be refined and provided to the City. However, the City is not being given a voice in the plans. If the City is paying ½ of the costs, the City should have a ½ voice and decision to approve the design, plans, specifications, costs, etc.

As with the prior agreement, the City is being required to follow DOT's Alaska Highway Maintenance and Operations Procedures upon receiving the completed project. Again, this has not been provided and needs to be reviewed before the City can make an informed decision on whether it can comply.

Section d in the Scope of Work is very detailed about what the City is responsible for doing. The City needs to analyze these activities before agreeing to be responsible for all of these items. The City needs to assure that (1) they have the capacity to undertake all of these responsibilities and (2) that all necessary information, such as type of asphalt used and materials needed for repairs, are provided by the State prior to closure of the project. It is recommended that once the City has thoroughly reviewed this section, the City request a clause in this MOA requiring the State to leave all surplus materials here and to turn over all instruction and information regarding upkeep, warranties, etc., on the products installed.

5. Dispute Resolution – same concerns as with the earlier MOA (see above)
6. Indemnification - same concerns as with the earlier MOA (see above). City should have some reciprocal language and State should be willing to be liable if they improperly build the road. They may have immunity from suit but that should be the State's point to argue, not the City's. If the State purchases shoddy materials or builds it improperly and solely as a result of this someone get's injured, why should the City defend the State?
7. Penalty for Breach - same concerns as with the earlier MOA (see above)
8. Term of Agreement – Perpetuity is too long a requirement for the City to maintain this road. A more reasonable timeframe should be put into place. There may be a legitimate reason for the city to need to abandon this road one day.
9. Signatures: Bethel is in the Fourth Judicial District, not the Third.
10. Note: If this Agreement is signed, it will replace the 2011 Agreement so it becomes even more critical to check figures, negotiate what we need and ensure the City can do all of the post follow-ups.

Ann,

Below is a list of responses to the City Attorney's 4/5/15 Memo containing comments regarding the executed 2011 Memorandum of Agreement and the new Memorandum of Agreement provided to the City for review and approval on 12/30/14. The responses below focus on the new agreement since the executed agreement is already in place. Hopefully the responses below can resolve several issues and start focused discussions on the items we need to resolve to get this project back on track.

**New Agreement Responses:**

**1) Ron Edwards Drive Ownership – We can remove Ron Edwards Drive from the fourth Whereas. The City of Bethel does own ROW for the portion of Ron Edwards Drive mentioned in the second Whereas so we don't recommend any change to that Whereas. All proposed driveway improvements at the intersection of Ron Edwards Drive and Ridgecrest Drive are within City of Bethel ROW.**

**2) Financial Participation – There is a \$20,000 discrepancy that will be resolved. The City's remaining balance is estimated at approximately \$264,000.**

**3) Cost Overruns**

**a. Additional Funding – The financial participation estimate includes a contingency amount but the City should be prepared to pay additional monies if required.**

**b. Control Over Costs – The executed MOA and revised MOA include a Whereas stating that the City desires ADOT&PF plan, design, and construct the project. It's not realistic to expect all changes encountered during construction to be voted on by both the City and ADOT&PF. Construction will be managed by ADOT&PF with our standard efforts to avoid overruns wherever possible.**

**4) LKSD, Design Reviews, and City Responsibilities**

**a. (1) LKSD has not committed to this – We are aware that LKSD is unable to commit to any circulation changes at this time. The comment on the figure is a recommendation only. We can revise that figure to clarify that this is only a recommendation.**

**b. (2) LKSD is not a party to this agreement and cannot be obligated to do so – The project intends to match into driveways at Ron Edwards Drive and Ptarmigan Street. These improvements are not impacted by circulation changes within the school campus. The Ridgecrest Drive project is currently designed for the existing campus circulation configuration. If the campus circulation is changed at some point in the future, adjustments to Ridgecrest Drive could be accomplished by new signage at a minimal cost.**

- c. (3) The City does not have authority to make commitments for LKSD – No commitments are required to complete this project.
- d. (4) City upkeep on LKSD land – No improvements are planned on LKSD property.
- e. Paragraph 2; design reviews – ADOT&PF provided the City with a copy of the Plans in Hand(PIH) 65% review package in December of 2014 and the City provided comments. ADOT&PF intends on providing the City with a copy of the Pre-PS&E 95% review package for comment when available. We would be happy to participate in additional coordination outside of our typical 65% and 95% review distributions if requested by the City.
- f. Paragraph 3; ADOT&PF Highway Maintenance and Operations Procedures – A copy of the M&O procedures manual was provided on 5/28/15.
- g. Paragraph 4; Section d City Responsibilities – Section 4.d. of the revised MOA is almost identical to Section 5.b. of the Executed MOA but does include maintenance responsibilities for safety related HSIP improvements added to Section 4.d.10. ADOT&PF recommends including these safety related improvements but is not willing to assume maintenance responsibilities. HSIP school zone upgrades can be removed from this MOA but we do not feel this would not be in the best interest of the community. Please let us know how you wish to proceed.

5) Dispute Resolution – Items a-d of this section are identical to language in the executed agreement and the Department does not see a reason to re-visit this language at this time. Item e was added in the new agreement but was not specifically identified in the memo from the City Attorney. If Item e is something we need to discuss please let us know.

6) Indemnification – This language is similar to language in the executed agreement. If the changes in the new agreement are considered substantial please let me know and we can get our legal staff to review the City’s comments.

7) Penalty for Breach – This language is identical to language in the executed agreement. The Department does not see a reason to revisit this section of the agreement.

8) Term of Agreement – This language is identical to language in the executed agreement. The term of the agreement needs to cover the life of the Federally funded improvements.

9) Signatures – We will revise the new agreement to read Fourth Judicial District

Please let us know what issues need to be discussed further. If you have any questions please don’t hesitate to ask.

Best Regards,  
Luke

CURRENT

Memorandum of Agreement  
Between State of Alaska and  
City of Bethel

Project Name: Bethel: Ridgecrest Drive Rehabilitation  
Federal Project No.: \_\_\_\_\_

State Project No.: 52452

The parties to this agreement are the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF) and City of Bethel, an organized city established under Alaska law (hereafter the City).

WHEREAS, the City owns and maintains Ridgecrest Drive from Akakeek Street to Ptarmigan Street;

WHEREAS, DOT&PF has the authority to plan, design, and construct improvements to Ridgecrest Drive from Akakeek Street to Ptarmigan Street to include turn channelization, drainage improvements, and pedestrian improvements identified as Project Bethel Ridgecrest Drive Rehabilitation located within the boundaries of land owned or governed by the City (hereafter the project);

WHEREAS, the City by resolution desires that DOT&PF plan, design and construct the project; and

WHEREAS, the City by resolution agreed to maintain the project upon its completion; and

WHEREAS, Alaska Statute 19.05.040 provides that DOT&PF may enter into agreement with Municipalities relating to highways.

THEREFORE, the parties, in consideration of the mutual promises contained in this agreement, agree to the following:

1. FINANCIAL PARTICIPATION

The City hereby agrees to provide 50% of the non-federal matching funds estimated at \$254,300 for the current cost estimate of \$5,633,000, plus a required 50% contingency assessment of \$127,195.

The City's initial payment is \$49,439 for the design phase, and is due by December 31, 2010.

The City's subsequent matching fund contributions shall be lump sum payments due prior to initiation of phase authorizations from the Federal Highway Administration on the following schedule:

- \$74,700 right of way phase July 15, 2011
- \$257,355 construction/utility relocation phase April 15, 2013

As the project design develops, estimates of both costs and the schedule for construction will be refined. If additional local match is required, the City's payment of the additional funds shall be due prior to the construction phase. Upon project completion and final project closeout, if the final cost is less than the Agreement cost, the local contribution will be recalculated and excess contribution will be refunded to the City.

## 2. PROJECT RANKING

DOT&PF shall, while ranking this project with other projects during the preparation of the Statewide Transportation Improvement Program (STIP) and capital budgeting process, recognize that the City has agreed to provide local matching funds and own and maintain the project.

## 3. PLANNING, DESIGN, AND CONSTRUCTION

DOT&PF shall plan, design, and construct the project within the approved scope and funding. DOT&PF shall have no claim against the City for cost overruns or if the money available is not adequate to complete the project with the exception of the 50% local match commitment associated with said cost overrun

## 4. TITLE DOCUMENTS

Upon completion of the project, DOT&PF shall execute a quit claim deed that conveys all of its right, title, and interest in the project to the City, subject to utility permits issued under 17 AAC 15, encroachment permits issued under 17 AAC 10.010-17 AAC 10.015, and driveway permits issued under 17 AAC 10.020-17 AAC 10.990.

## 5. PROPERTY MANAGEMENT

The City agrees to manage the right-of-way in accordance with the requirements of federal regulation, specifically 23 CFR 710 and the Alaska Right-of-Way Manual [or approved Municipal Right-of-Way Manual].

The City agrees to manage utilities in the right-of-way in accordance with the requirements of federal regulation, specifically 23 CFR 645 and the *Alaska Utility Manual* [or approved Municipal utility manual].

## 6. MAINTENANCE AND OPERATIONS

- a. The City agrees to maintain and operate the project at its own expense consistent with 23 CFR 1.27 and DOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM). In the event of conflict between 23 CFR 1.27 and AHMOM, the more stringent provisions set the minimum standards.
- b. The City shall perform its activities under this agreement at its sole cost and expense and without reimbursement from DOT&PF. These maintenance activities include, but are not limited to:
  - (1) planning, scheduling, administration, and logistics of maintenance activities;
  - (2) traffic control and safety;
  - (3) preservation of drainage in an as-built condition, including maintenance of all culverts, ditches, storm sewers, gutters, dry wells, and under-drains;
  - (4) embankment protection, including erosion control, to as-built conditions;
  - (5) roadside management;
  - (6) guardrails and guardrail end treatments;
  - (7) snow and ice control, including all plowing, sanding, culvert and storm sewer thawing, snow hauling, winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
  - (8) maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
  - (9) highway marking and repainting as required to maintain performance of their intended function;
  - (10) repair of street lights as required to ensure a functioning system, including repair/replacement of lenses, light bulbs, photo cells, contacts, relays, and wiring;
  - (11) removal of debris, rubbish, and dead animals;

- (12) signing of seasonal weight restrictions as may be required by local conditions;
- (13) pothole repair using asphalt products on an as-needed basis;
- (14) annual crack sealing;
- (15) repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting and bleeding on a basis; and
- (16) minor bridge repairs, which includes painting of localized rust areas, re-decking, and repair of guardrail and railing sections.

c. Maintenance staff may be employees of the City, another unit of government, or a contractor under agreement with the City. All maintenance will be performed at regular intervals or as required for efficient operation of the complete project improvements. The City's maintenance responsibilities commence the date of project substantiated completion.

## 7. INDEMNIFICATION

The City shall hold the DOT&PF, its officers, employees, and agents harmless from and defend and indemnify the DOT&PF for liability, claims, or causes of action arising out of this Agreement.

Notwithstanding the foregoing, the City shall have no obligation to hold harmless and indemnify the DOT&PF to the extent the DOT&PF is determined to be liable for its own act or omissions, except that:

- A. To the maximum extent allowed by law, the City shall hold the DOT&PF harmless from and indemnify the DOT&PF for liability, claims, or causes of action arising from an alleged defect in the design or construction of facilities existing on the premises at the date of this Agreement or constructed or improved pursuant to this Agreement, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the City assumes maintenance duties.
- B. The City's duty to defend shall apply regardless of whether it is also alleged that the DOT&PF's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).
- C. Neither liability, claims, or causes of action arising from injuries which occurred prior to the date of this transfer nor liabilities imposed by, or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by the paragraph.

## 8. DISPUTE RESOLUTION

- a. If a dispute arises under this agreement between the City and DOT&PF, and the parties cannot resolve the matter between them within 45 days after the notice is given by the aggrieved party to the other party, the aggrieved party may request that the matter be resolved by arbitration.
- b. Each party shall appoint an arbitrator to hear the dispute. The two arbitrators acting together shall select a third arbitrator with all appointments to occur in accordance with State Procurement code, AS 36.50. The three arbitrators shall hear the matter under such rules and procedures, as they deem necessary to conduct the proceedings.
- c. Each party shall pay the expenses of the arbitrator it appoints and shall pay half of the cost of the proceedings and the third arbitrator.
- d. Except when the provisions of this paragraph provide otherwise, an arbitration under this paragraph is subject to AS 09.43.010 – 09.43.180, the Uniform Arbitration Act.

## 9. PENALTY FOR BREACH

- a. Any withdrawal of the City's promise to maintain and operate the project upon completion, including a withdrawal at any time after construction is completed, shall be considered a breach. If, prior to advertising for construction, the City withdraws its promise to maintain and operate the project upon completion, DOT&PF will reevaluate each project nominated by the City without consideration of Municipal maintenance. If the City withdraws its promise after the advertisement of a project for bid, the DOT&PF may proceed with construction of the project and seek recovery of maintenance costs from the City. In the evaluation of other projects in the City in the succeeding six years after the breach, DOT&PF will not include consideration of Municipal contribution until the City has cured the breach to DOT&PF's satisfaction.
- b. If notified by DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the City shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the City shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the City to remedy, or to satisfactorily commence the remedy of, the default shall result in the termination of this Agreement by DOT&PF. If this Agreement is terminated pursuant to this clause, the City shall be liable to repay to DOT&PF all of the Federal Funds disbursed to it under this Agreement.
- c. If the City makes a written request for the cancellation of a federal-aid project, City shall bear 100 percent of all costs as of the date of cancellation. If DOT&PF was the sole cause of the cancellation, DOT&PF shall bear 100% of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of DOT&PF or City, City shall bear all development costs, whether incurred by DOT&PF or City, either directly or through contract services, and DOT&PF shall bear any administrative costs incurred. After settlement of payments, DOT&PF shall deliver surveys, maps, field notes, and all other data to City.

## 10. CONTACTS

The DOT&PF's contact is Christina Huber, Design Project Manager. The City's contact is Lee M. Foley, City Manager or as may be redesignated in writing from time to time.

## 11. TERM OF THE AGREEMENT

The City agrees to perform property management and maintain and operate the project in perpetuity.

## 12. AMENDMENT OF AGREEMENT

This agreement may only be modified or amended by written agreement signed by the original signatories or their successors in office.

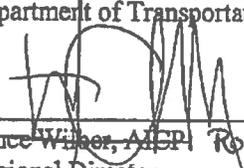
## 13. THE WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this agreement. This agreement may not be amended by the parties unless agreed to in writing with both parties signing through their authorized representatives.

SIGNATURES

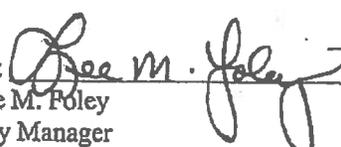
Dated: 7/27/11

State of Alaska  
Department of Transportation and Public Facilities

  
\_\_\_\_\_  
~~Lance Wilber, AICP~~ ROBERT A. Campbell, P.E.  
Regional Director

Dated: 01/06/11

City of Bethel

By:   
\_\_\_\_\_  
Lee M. Foley  
City Manager

Introduced by: Lee Foley, City Manager  
Date: October 27, 2009  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Resolution # 09-45**

#### **SUPPORT FOR A FUNDING REQUEST TO THE DENALI COMMISSION AS PART OF THE FY 2010 TRANSPORTATION PROGRAM ROAD PROJECT NOMINATION PROCESS TO PAY FOR PRE-ENGINEERING WORK ON RIDGECREST DRIVE**

**WHEREAS**, the City of Bethel recognizes that significant improvements need to be made on Ridgcrest Drive between Akakeek Street and the City Public Works building in order to maximize safety, improve traffic flow, and facilitate pedestrian use of the roadway;

**WHEREAS**, the significance of the improvements increased greatly when construction of the Gladys Jung Elementary School was completed in summer 2009, opened in fall 2009, and became a hub of activity during weekday morning, afternoon, and evening rush hours;

**WHEREAS**, to insure the City is aware of all feasible solutions, the City intends to seek funding from the Denali Commission for pre-engineering work on and along Ridgcrest Drive;

**WHEREAS**, the Denali Commission administers the Transportation Program Road Project Nomination Process annually and the City of Bethel is an eligible applicant and this pre-engineering project is eligible for funding;

**WHEREAS**, there will be a City cash match requirement of approximately 9% of project costs and these matching funds will come from the City's FY 2009 Alaska State Legislative Grant for streets and road repairs;

**WHEREAS**, the nomination forms and supporting documents are due November 1, 2009;

**NOW, THEREFORE, BE IT RESOLVED** that the Bethel City Council supports the preparation and submission of a nomination form and supporting documentation to the Denali Commission requesting funding for pre-engineering work on and along Ridgcrest Drive as part of the FY 2010 Transportation Program Road Project Nomination process.

<b>VOTE ON MAIN MOTION</b>	All in favor
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**Item B- Resolution 09-44:** Support For The Preparation And Submission Of A Renewable Energy Fund Grant Application To Request Funding For The Bethel Biomass Recycling Project.

<b>MOVED:</b>	Hoffman	Motion to adopt Resolution 09-44.
<b>SECONDED:</b>	Hippler	
<b>MOVED:</b>	Middlebrook	Motion to amend, to strike the second whereas and strike at the Recycling Center and insert "for the City of Bethel."
<b>SECONDED:</b>	Hippler	
<b>VOTE ON MOTION</b>	All in favor	
<b>VOTE ON MAIN MOTION</b>	All in favor	

**Item C- Resolution 09-45:** Support For A Funding Request To The Denali Commission As Part Of The FY 2010 Transportation Program Road Project Nomination Process To Pay For Pre-Engineering Work On Ridgecrest Drive.

<b>MOVED:</b>	Hippler	Motion to adopt Resolution 09-45.
<b>SECONDED:</b>	Hoffman	
<b>VOTE ON MAIN MOTION</b>	All in favor	

**Item D- Resolution 09-46:** Requesting The Alcohol Beverage Control Board Not Grant Any Liquor Licenses In The City Of Bethel For At Least The Full 90 Days Time Limit For Making A Decision On Any Liquor Licenses Application.

<b>MOVED:</b>	Hoffman	Motion to adopt Resolution 09-46.
<b>SECONDED:</b>	Robb	
<b>MOVED:</b>	Robb	Motion to amend to strike in "to increase injuries and death rates due to alcohol" and insert "to allow time to enact ordinances to mitigate any effect opting out of local option may have within the City of Bethel and the Yukon Kuskokwim Region."
<b>SECONDED:</b>	Middlebrook	



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

**RIGHT OF ENTRY**

PROJECT NAME: BETHEL RIDGECREST  
DRIVE REHAB

STATE PROJECT #: 52452

FEDERAL-AID PROJECT #: HPRK-0209(002)

PARCEL: RIDGECREST ROW

Permission is hereby granted to the State of Alaska, Department of Transportation and Public Facilities, its contractors or agents, to enter upon land owned by The City of Bethel, whose mailing address is P.O. Box 1388, Bethel, Alaska 99559 and described as follows:

A portion of the existing Ridgcrest Drive, Right of Way, reflected on the attached exhibit and includes proposed test hole location.

For the purpose of performing geotechnical soil samplings by standard approved methods and to bring onto said lands necessary equipment for that purpose and to do those reasonable acts necessary to accomplishment thereof, including clearing brush and cutting trees necessary to access proposed testing locations.

The State shall take all reasonable precautions to avoid damaging said lands and the appurtenances thereon and, in the event that any damage results from such work, the State, by making such entry, agrees to repair or compensate the undersigned for such damages. It is understood that this permission is not a waiver in any way of the right of reasonable compensation for damages to such land resulting from work performed pursuant to this Right of Entry, nor of any remedy at law to secure the payment therefore, nor shall the undersigned be liable for any damages or injuries sustained by the State's agents, contractors, servants, employees, or equipment.

This permission is granted in consideration of the location, improvement, and construction of the above referenced public facility and incidentals thereto, which it is understood is required by the State of Alaska Department of Transportation and Public Facilities, and shall terminate upon completion of construction of the improvement project.

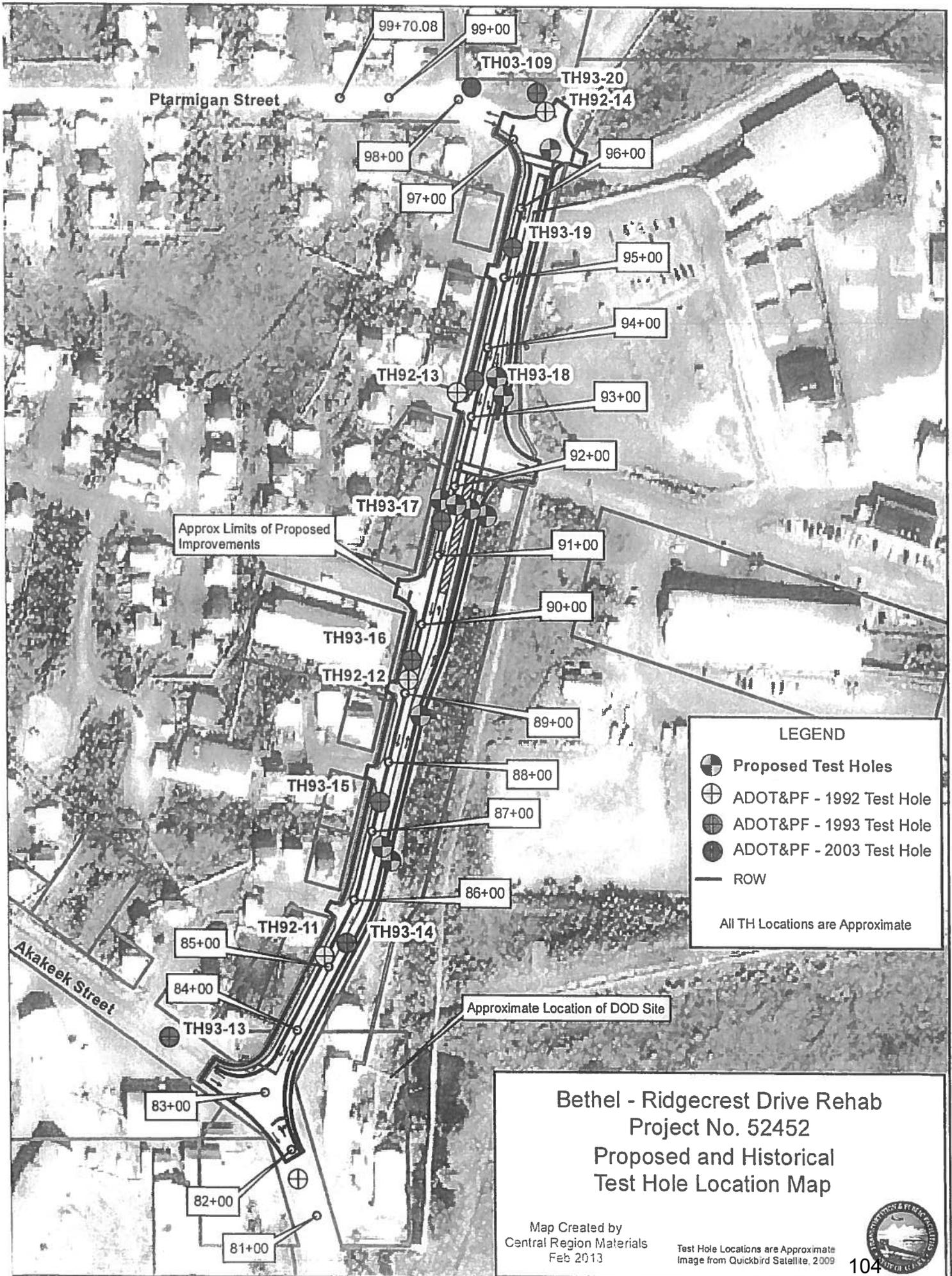
This Right of Entry has been executed on this 29<sup>th</sup> day of May, 2013

CITY OF BETHEL

Lee M. Foley  
By: Lee M. Foley, City Manager

The State of Alaska, Department of Transportation and Public Facilities, hereby accepts this Right of Entry on this \_\_\_\_ day of \_\_\_\_\_, 2013

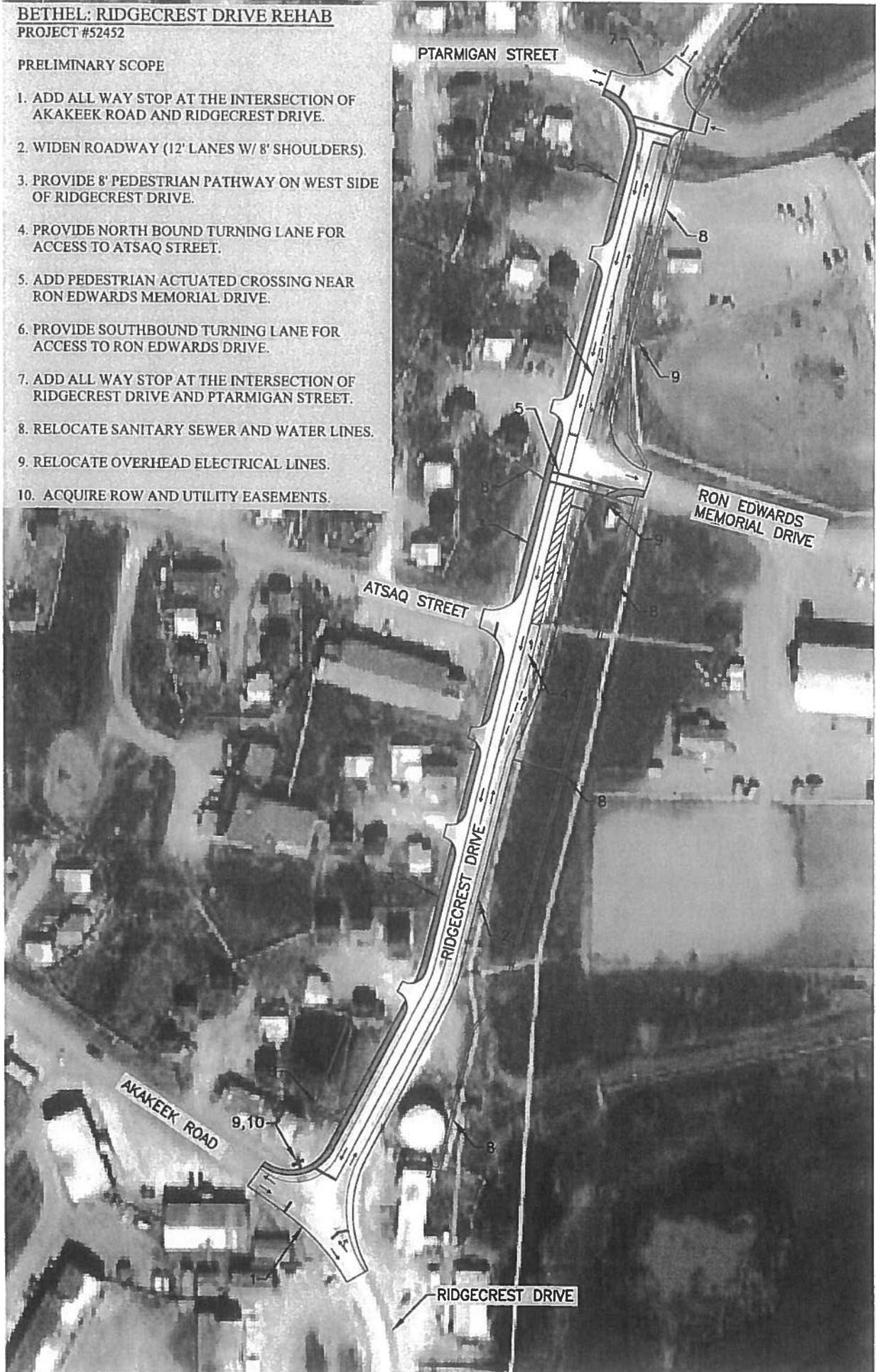
By: \_\_\_\_\_  
For the Commissioner



**BETHEL: RIDGECREST DRIVE REHAB**  
PROJECT #52452

**PRELIMINARY SCOPE**

1. ADD ALL WAY STOP AT THE INTERSECTION OF AKAKEEK ROAD AND RIDGECREST DRIVE.
2. WIDEN ROADWAY (12' LANES W/ 8' SHOULDERS).
3. PROVIDE 8' PEDESTRIAN PATHWAY ON WEST SIDE OF RIDGECREST DRIVE.
4. PROVIDE NORTH BOUND TURNING LANE FOR ACCESS TO ATSAQ STREET.
5. ADD PEDESTRIAN ACTUATED CROSSING NEAR RON EDWARDS MEMORIAL DRIVE.
6. PROVIDE SOUTHBOUND TURNING LANE FOR ACCESS TO RON EDWARDS DRIVE.
7. ADD ALL WAY STOP AT THE INTERSECTION OF RIDGECREST DRIVE AND PTARMIGAN STREET.
8. RELOCATE SANITARY SEWER AND WATER LINES.
9. RELOCATE OVERHEAD ELECTRICAL LINES.
10. ACQUIRE ROW AND UTILITY EASEMENTS.



**Figure 1. Delegation Matrix**

Category	Activity/Item	City	DOT&PF	FHWA
Finance	Financial Submittals (PR 37)	Provide Information	Prepare	Approve
	Phase Authority to Proceed		Prepare	Approve
	Memorandum of Agreement	Approve	Prepare/Approve	
Consultant	Authority to Seek Professional Services			
	Consultant Selection			
	Record of Negotiation			
	Notice to Proceed			
Environment	Level of Environmental Document			Approve
	Programmatic Categorical Exclusion		Approve	Concur
	Documented Categorical Exclusion			Approve
	Environmental Assessment			Approve
	Finding of no Significant Impact (FONSI)			Approve
	Draft Environmental Impact Statement			Approve
	Final Environmental Impact Statement			Approve
	Record of Decision (ROD)			Approve
	Reevaluations			Approve
Right-of-Way	Non-Highway use of ROW			
	Disposal of ROW			
	Hardship and Protective Buying			Approve
	Use of Right of Entry to Obtain Possession			
	ROW Plans			
	ROW Certification			
	Value Estimates			
	Just Compensation - Appraisal			
	- Value Estimate			
	Relocation Assistance			
Administrative Settlements				
Utility	Order to Relocate			
	Utility Authorization			
	Utility Agreements			
	Change Orders			
	Utility Consultant Selection Process			
Design	Design Designation			
	Design Criteria			
	Design Study Report			
	Design Waiver			
	PS&E Assembly			
	FHWA Certification			
	Section 100 Contract Specification - Special Provision			
	Public Interest Findings			
	Waiver of Buy America Steel			
Geotechnical Reports				

Category	Activity/Item	City	DOT&PF	FHWA
	Utility Agreement			
	Utility Certification			
	DBE Goals			
	Encroachment Permits			
	Disposal of Surplus Property			
	Sign Permits			
<b>Advertise and Award</b>	3-week Advertising Waiver			
	Addenda			
	Certification of Bid Compilation Sheet			
	Subcontract Approvals			
	Letter of Award			
	Notice to Proceed			
	Conformed Contract Certification			
<b>Construction</b>	Testing Frequency			
	Mix Designs			
	Acceptance Testing			
	Assurance Testing			
	Materials Certification			
	Shop Drawing			
	Traffic Control Plan			
	Change Orders			
	Progress Payment			
	Winter Maintenance Acceptance			
	Acceptance, Maintenance and Operations			
	Consultant Billings			
	Project Staffing Plan			
	Supplemental Agreements			
	SWPPP and HMCP			
	Materials Submittals			
	Contractor QC Plan			
	NPDES NOI; NOT			
	Termination of Contract			
	Directive			
	Letter of Project Completion			

**NA:** Not appropriately delegated for this project, or not anticipated to be relevant to this project's development. In the event these activities become relevant, this agreement may be amended.

**Prepare:** Primary responsibility for means, methods, content, and results.

**Concur:** Agree with content and recommendation for FHWA approval, or otherwise find the preparation acceptable.

**Approve:** Final approval authority.

**Information:** Receives a courtesy copy of activity documentation.

NEW .

## **Memorandum of Agreement**

Between the State of Alaska  
Department of Transportation and Public Facilities  
and the City of Bethel

Regarding the Improvement of portions of  
Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan  
Street as part of the  
Bethel Ridgecrest Drive Rehabilitation  
Project No. 52452

The Parties to this Agreement are the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF) and the City of Bethel, a City established under Alaska law (hereafter the CITY).

WHEREAS, A.S.19.20.060 authorizes DOT&PF and the CITY to enter into agreements for establishing, maintaining, and regulating use of public ways within their respective jurisdictions; and

WHEREAS, the CITY owns all current portions of Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan Street that are covered by this Project; and

WHEREAS, the CITY by resolution requests DOT&PF to plan, design, and construct the Bethel Ridgecrest Drive Improvements Project, identified as Project No. 52452 (hereafter known as the Project), located within the boundaries of the CITY; and

WHEREAS, the CITY by resolution agreed it will continue maintenance of all of the rights of way improved as part of the Project and future maintenance of the improvements associated with those facilities; and

WHEREAS, this work will serve the public interest and enhance the quality of life for the residents of, and visitors to, the CITY; and

WHEREAS, the parties hereto wish to memorialize within this document, hereinafter referred to as the "Agreement", their specific agreements related to the improvements made to Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan Street as part of the Project; and

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this Agreement, as set forth below, regarding the planning, design, construction, maintenance and operation of the Project.

1. FINANCIAL PARTICIPATION

- a. The CITY hereby agrees to provide 50% of the non-federal matching funds estimated at \$ 176,000 for the current cost estimate of \$ 3,757,000 plus a required 50% contingency assessment of \$ 88,000.
- b. The CITY's initial payment of \$ 49,439 for the design phase was received September 2, 2011.
- c. The CITY's subsequent matching fund contributions shall be lump sum payments due prior to initiation of phase authorizations from the Federal Highway Administration (FHWA) of the following schedule:
  - i. \$ 4,919 Right of Way phase January 15, 2015
  - ii. \$ 229,920 construction/utility relocation phase August 15, 2015

As the Project design develops, estimates of both costs and the schedule for construction will be refined. If additional local match is required, the CITY's payment of the additional funds shall be due prior to the construction phase. Upon Project completion and final Project close-out, if the final cost is less than the Agreement cost, the local contribution will be recalculated and excess contribution will be refunded to the CITY.

2. PLANNING, DESIGN, AND CONSTRUCTION

- a. DOT&PF shall plan, design, and construct the Project within the approved scope and funding. DOT&PF shall have no claim against the CITY for cost overruns or if the money available is not adequate to complete the Project with the exception of the local match commitment associated with said cost overrun.
- b. The CITY shall be responsible for permitting all utility relocations necessary for this Project.

3. SCOPE OF WORK

The scope of the improvements to Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan Street being implemented under this agreement shall be depicted within the drawings for the Project. The preliminary scope of work is detailed in the attached Figures 1-3. As the project develops, the design will be refined and provided to the CITY thru the Plans In Hand (PIH) Review (75%) and Plans, Specifications, and Estimate (PS&E) Review (95%). Generically, the improvements include, but are not limited to, new foundation gravel, asphalt pavement, signs, flashing beacons, pavement markings, drainage improvements, illumination and load centers.

#### 4. CITY OF BETHEL MAINTENANCE AND OPERATIONS

- a. The CITY agrees to maintain and operate the Project as described herein and consistent with DOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM), commencing upon final inspection and final acceptance by the CITY; and
- b. The CITY agrees to assume maintenance responsibilities for Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan Street and other local streets affected by the Project, including flashing beacons, lighting, local signage and winter maintenance along these roads and at the intersections of these roads; and
- c. The CITY may enter into contracts with third parties to accomplish these responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the discretion of the CITY.
- d. The CITY shall perform its activities under this Agreement at its sole cost and expense and without reimbursement from DOT&PF. The CITY's maintenance activities include, but are not limited to:
  - 1) Planning, scheduling, administration, and logistics of maintenance activities;
  - 2) Traffic control and safety;
  - 3) Preservation of drainage in an as-built condition, including maintenance of all culverts, ditches, storm sewers, gutters, dry wells, retention basins and under-drains;
  - 4) Embankment protection, including erosion control, to as-built conditions;
  - 5) Roadside management;
  - 6) Snow and ice removal;
  - 7) Snow and ice control, including all plowing, sanding, culvert and storm drain thawing, snow hauling, winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
  - 8) Maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
  - 9) Highway marking and repainting as required maintaining performance of their intended function;
  - 10) Repair of street lights, school zones, and beacons as required to ensure a functioning system, including repair/replacement of lenses, light bulbs, photo cells, contacts, relays, and wiring;
  - 11) Removal of debris, rubbish, and dead animals;
  - 12) Signing of seasonal weight restrictions as may be required by local conditions;
  - 13) Pothole repair using asphalt products on an as-needed basis;
  - 14) Annual crack sealing;
  - 15) Repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting, and bleeding on an as-needed basis.

## 5. DISPUTE RESOLUTION

- a. If a dispute arises under this Agreement between the CITY and DOT&PF, and the parties cannot resolve the matter between them within 45 days after the aggrieved party gives notice to the other party, the aggrieved party may request that the matter be resolved by arbitration.
- b. Each party shall appoint an arbitrator to hear the dispute. The two arbitrators acting together shall select a third arbitrator to join them on an arbitration panel. The three arbitrators shall hear the matter under such rules and procedures as they deem necessary to conduct the proceedings.
- c. Each party shall pay the expenses of the arbitrator it appoints and shall pay half the costs of the proceedings and the third arbitrator.
- d. Except when the provisions of this paragraph (5) provide otherwise, any arbitration under this paragraph is subject to AS 09.43.010-09.43.180, the Uniform Arbitration Act.
- e. A decision by the Federal Government denying, or limiting, federal participation in project costs may not be arbitrated under this Agreement. The CITY may only pursue such claims under federal law and procedure.

## 6. INDEMNIFICATION

To the maximum extent allowed by law, the CITY shall indemnify, defend, and hold the DOT&PF, its officers, employees, and agents (collectively the "Indemnified Parties") harmless from all liability, claims, causes of action, and costs (including attorney's fees) arising out of this Agreement or relating to the obligations assigned or work performed under this Agreement, including, but not limited to, liability, claims, and causes of action alleging or arising out of a negligent act or omission by one of the Indemnified Parties.

Notwithstanding the forgoing, the CITY shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:

- (a) claims for personal injury, death, or property damage arising from incidents occurring prior to Substantial Completion;
- (b) claims for personal injury, death, or property damage alleging a negligent act or omission by one of the Indemnified Parties and arising from incidents occurring within three years from the date of Substantial Completion; or
- (c) claims arising from or asserted under AS 46.03.822.

As used in this Section, "Substantial Completion" means the time at which the Project (a) can be safely and effectively used by the public without further delays, disruption, or other

impediments, and (b) pavement structure, shoulder, drainage, sidewalk, permanent signing and marking, guardrail and other traffic barrier, safety appurtenances, utilities, lighting, and bridge deck and parapet work is complete.

## 7. PENALTY FOR BREACH

- a. Any withdrawal of the CITY's promise to maintain and operate the project upon completion, including a withdrawal at any time after construction is completed, shall be considered a breach. If, prior to advertising for construction, the CITY withdraws its promise to maintain and operate the project upon completion, DOT&PF will reevaluate each project nominated by the CITY without consideration of CITY maintenance. If the CITY withdraws its promise after the advertisement of a project for bid, the DOT&PF may proceed with construction of the project and seek recovery of maintenance costs from the CITY. In the evaluation of other projects in the CITY in the succeeding six years after the breach, DOT&PF will not include consideration of Municipal contribution until the CITY has cured the breach to DOT&PF's satisfaction.
- b. If notified by DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the CITY shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the CITY shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the CITY to remedy, or to satisfactorily commence the remedy of, the default shall result in the termination of this Agreement by DOT&PF. If this Agreement is terminated pursuant to this clause, the CITY shall be liable to repay to DOT&PF all of the Federal Funds disbursed to it under this Agreement.
- c. If the CITY makes a written request for the cancellation of a federal-aid project, CITY shall bear 100 percent of all costs as of the date of cancellation. If DOT&PF was the sole cause of the cancellation, DOT&PF shall bear 100% of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of DOT&PF or CITY, CITY shall bear all development costs, whether incurred by DOT&PF or CITY, either directly or through contract services, and DOT&PF shall bear any administrative costs incurred. After settlement of payments, DOT&PF shall deliver surveys, maps, field notes, and all other data to CITY.

## 8. AMENDMENT OF AGREEMENT

This Agreement may only be modified or amended by written agreement on the prescribed Supplemental Agreement forms signed by both parties.

9. TERM OF THE AGREEMENT

The CITY agrees to perform property management and maintain and operate the project in perpetuity.

10. THE WHOLE AGREEMENT

This Agreement replaces and supersedes all previous agreements regarding this Project and constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this Agreement. The parties may not amend this Agreement unless agreed to in writing with both parties signing through their authorized representatives.

CITY OF BETHEL

By: \_\_\_\_\_  
Ann Capela Date  
City Manager

ACKNOWLEDGEMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, Ann Capela, City Manager acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF ALASKA, DEPARTMENT OF  
TRANSPORTATION AND PUBLIC FACILITY

By: \_\_\_\_\_  
Robert A. Campbell, P.E. Date  
Regional Director

ACKNOWLEDGEMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, Robert Campbell, Regional Director of the Department of Transportation and Public Facilities, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_



Y:\Projects\52452 Bethel Ridgecrest Drive\Civ3D14\Exhibits\Intersection Figure\Proposed Project Limits.dwg 10/09/2014, 10:44 AM



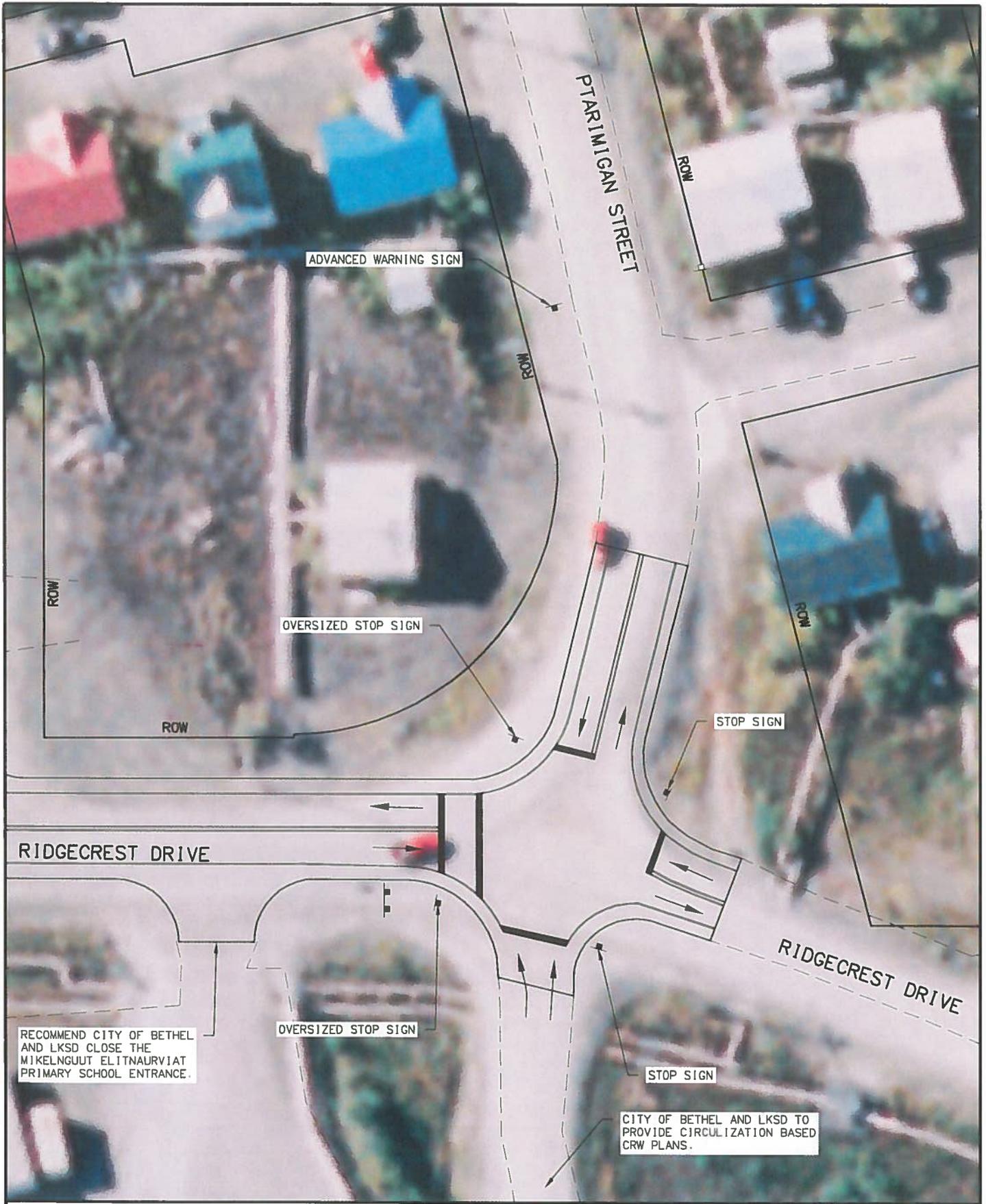
BETHEL RIDGECREST DR REHABILITATION  
PROJECT NO. 52452  
PROPOSED PROJECT SCOPE  
BETHEL, ALASKA

FIGURE 1



BETHEL RIDGECREST DR REHABILITATION  
 PROJECT NO. 52452  
 PROPOSED ALL-WAY STOP CONCEPT  
 AKAKEEK STREET AND RIDGECREST DRIVE  
 BETHEL, ALASKA

FIGURE 2



BETHEL RIDGECREST DR REHABILITATION  
 PROJECT NO. 52452  
 PROPOSED ALL-WAY STOP CONCEPT  
 PTARMIGAN STREET AND RIDGECREST DRIVE  
 BETHEL, ALASKA

FIGURE 3

Introduced by: City Manager Capela  
Date: January 26, 2016  
Public Hearing: February 9, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **ORDINANCE #16-02**

#### **AN ORDINANCE BY THE BETHEL CITY COUNCIL, ACQUISITION OF PROPERTY, LOT 15, USS 4177, 10.54 ACRES OF UNDEVELOPED PARCEL, FROM BUREAU OF LAND MANAGEMENT, In ACCORDANCE WITH BMC 4.08.020**

**WHEREAS,** the City of Bethel received said parcel by United States Patent issued on August 7, 1968 (Patent No. 50-69-0049) under the Recreation and Public Purposes Act (43 U.S.C. 869 et seq. June 14, 1926);

**WHEREAS,** the City of Bethel was the owner of Lot 15, USS 4177, a 10.54 acre undeveloped parcel located on Chief Eddie Hoffman Highway, Bethel, Alaska;

**WHEREAS,** pursuant to the City of Bethel, approved a transfer of said property to the U.S. Department of Interior, Bureau of Land Management (BLM) through an issued Certificate of Approval of Transfer (Certificate No. 50-39) and a Certificate of Approval of Change of Use (Certificate No. 50-38) to the State of Alaska through the Department of Natural Resources that transferred the Management Rights to the Department of Military and Veterans Affairs to build the "Readiness Center" for Alaska National Guard;

**WHEREAS,** Department of Military and Veterans Affairs has agreed to return the said property to the City of Bethel if this property was not used for the "Readiness Center;"

**WHEREAS,** The Department of Military and Veterans Affairs did not use this site for the "Readiness Center" as stipulated;

**WHEREAS,** the City of Bethel has requested that BLM transfer said property, Lot 15, USS 4177 back to the City of Bethel.

**NOW THEREFORE BE IT RESOLVED,** by the City Council of Bethel, to affirm the request of said property in accordance to the BMC 4.08, Acquisition and Disposal of Land Sec. 4.08.020.

Introduced by: City Manager Capela  
Date: January 26, 2016  
Public Hearing: February 9, 2016  
Action:  
Vote:

**ENACTED THIS \_\_\_<sup>th</sup> DAY OF FEBRUARY 2016 BY A VOTE OF \_\_\_ IN FAVOR  
AND \_\_\_ OPPOSED.**

---

Richard Robb, Mayor

ATTEST:

---

Lori Strickler, City Clerk

When Recorded City of Bethel  
Return To: PO Box 388  
Bethel, AK 99559

JAN 19 2000

BOOK 0086 PAGE 181

**MEMORANDUM OF UNDERSTANDING**  
**Lot 15, USS 4117, Bethel, Alaska**

**WHEREAS**, the City of Bethel is the owner of Lot 15, USS 4117, a 10.54 acre undeveloped parcel located on Chief Eddie Hoffman Highway, Bethel, Alaska;

**AND WHEREAS**, the City of Bethel received said parcel by United States Patent issued on August 7, 1968 (Patent No. 50-69-0049) under the Recreation and Public Purposes Act (43 U.S.C. 869 *et seq.* June 14, 1926);

**AND WHEREAS**, the State of Alaska, Department of Military and Veterans Affairs has investigated sites for the Army National Guard for the construction of a new readiness center, operational maintenance facility and memorial park in Bethel. Lot 15, USS 4117 has been determined to be a suitable site for these uses;

**AND WHEREAS**, in recognition of this need, and the importance of the Army National Guard to the Bethel region, the City of Bethel has authorized the disposal of Lot 15, USS 4117 to the State of Alaska pursuant to City of Bethel Ordinance No. 99-18 for these herein stated uses;

**AND WHEREAS**, pursuant to City of Bethel Ordinance 99-18, the City has made application on October 21, 1999 to the U.S. Department of Interior, Bureau of Land Management for a Change of Use and Transfer of Title to the State of Alaska. On November 2, 1999 the U.S. Department of Interior, Bureau of Land Management issued a Certificate of Approval of Transfer (Certificate No. 50-39) and a Certificate of Approval of Change of Use (Certificate No. 50-38) to the State of Alaska. The State of Alaska through the Department of Natural Resources will transfer the Management Rights to the Department of Military and Veterans Affairs;

**AND WHEREAS**, it is understood by the parties to this Memorandum that the development of this site, for the herein stated uses, is contingent upon sufficient appropriations of funds.

**NOW BE IT UNDERSTOOD:**

a. If it appears that funding (or construction) is not achievable within ten (10) years from the effective date of this Memorandum, the Department of Military and Veterans Affairs, or its successors in interest, will notify the City of Bethel, and the Department of Natural Resources, 6 months prior to this deadline to determine if there are sufficient facts to renegotiate the deadline or that the project is not attainable.

b. If the project is not achievable, the Department of Military and Veterans Affairs will transfer the Management Rights for the parcel back to the Department of Natural Resources and upon acceptance of the Management rights, the Department of Military and Veterans Affairs will no longer have any rights, interests, or responsibilities with respect to the parcel.

c. Prior to the Department of Natural Resources applying to the Bureau of Land Management for a Change of Use and a Change of Title pursuant to the federal Recreation and Public Purposes Act, the City of Bethel will provide a plan of use that meets the federal criteria for the use of the land under that authority. The Department of Natural Resources will pay the filing fees necessary to apply with the Bureau of Land Management. The City of Bethel is responsible to provide any and all information for the Bureau of Land Management to adjudicate the application for the Change of use and the Change of title.

d. The terms and conditions of this Memorandum may be renegotiated by mutual agreement of the three parties to this Memorandum.

**EFFECTIVE DATE:** November 2, 1999

**IN WITNESS WHEREOF,** The parties hereto have executed this Memorandum of Understanding on the date hereinafter written.

**CITY OF BETHEL**

  
\_\_\_\_\_  
Michael O' Brien, Mayor

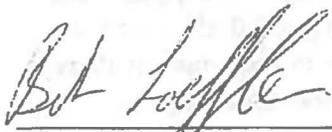
12-20-99  
\_\_\_\_\_  
Date

**DEPARTMENT OF MILITARY & VETERANS AFFAIRS**

  
\_\_\_\_\_  
Phillip E. Oates, BG AKARNG  
The Adjutant General

12/16/99  
\_\_\_\_\_  
Date

**DEPARTMENT OF NATURAL RESOURCES, DIVISION OF MINING, LAND AND WATER**

  
\_\_\_\_\_  
Bob Loeffler  
Director

12/15/99  
\_\_\_\_\_  
Date



# CITY OF BETHEL

P.O. Box 1388 • Bethel, Alaska 99559-1388  
907-543-2047  
Fax # 543-4171  
Website: [www.cityofbethel.org](http://www.cityofbethel.org)

January 23, 2015

Jenny Anderson  
Realty Specialist  
Anchorage Field Office  
Bureau of Land Management  
907-267-1239  
J0ander@blm.gov

Dear Jenny,

As recently appointed City Manager to the City of Bethel, I have been working with the City's department heads to settle many outstanding issues to move the City forward.

As you recall, you came to Bethel on September 17, 2013, to do a compliance inspection of the former Bethel Readiness Site (Lot 15) in Bethel. Since the site was not used as planned by the State, and is requested to be returned to City of Bethel ownership, I am checking to see what the status of this property is. Bethel City Planner, Rachael Pitts, stated she has been working to get the parcel back since September 2012. The City's anticipates that the process is moving forward on this.

Please contact me at (907) 545-0143 or [acapela@cityofbethel.net](mailto:acapela@cityofbethel.net) to apprise me of the status of this release of property back to the City of Bethel. We look forward to developing the site for recreational uses, and a needed transportation corridor for land locked parcels. Thanks for your assistance.

Sincerely,

  
Ann K. Capela  
City of Bethel, City Manager

Cc: Rachael Pitts, City Planner



**City of Bethel**  
**300 State Highway**  
**P.O. Box 1388**  
**Bethel, AK 99559**  
**(907) 543-1373**  
**[www.cityofbethel.org](http://www.cityofbethel.org)**

October 29, 2015

Ms. Jenny Anderson  
Reality Specialist  
Anchorage Field Office  
Bureau of Land Management

***Re: Lot 15; USS 4177; 8 North, 71 West, Seward - Located in City of Bethel, AK.***

Dear Jenny,

In the matter of Lot "15", it is the intent of the City of Bethel to utilize this property as green space/public park as well as the original plan for a possible "Sandpit Lake" recreational area with ancillary parking. The City's 2035 Comprehensive Plan envisions this property to be also used for local access road to this public park/green and the "Sand Pit Lake" recreational area.

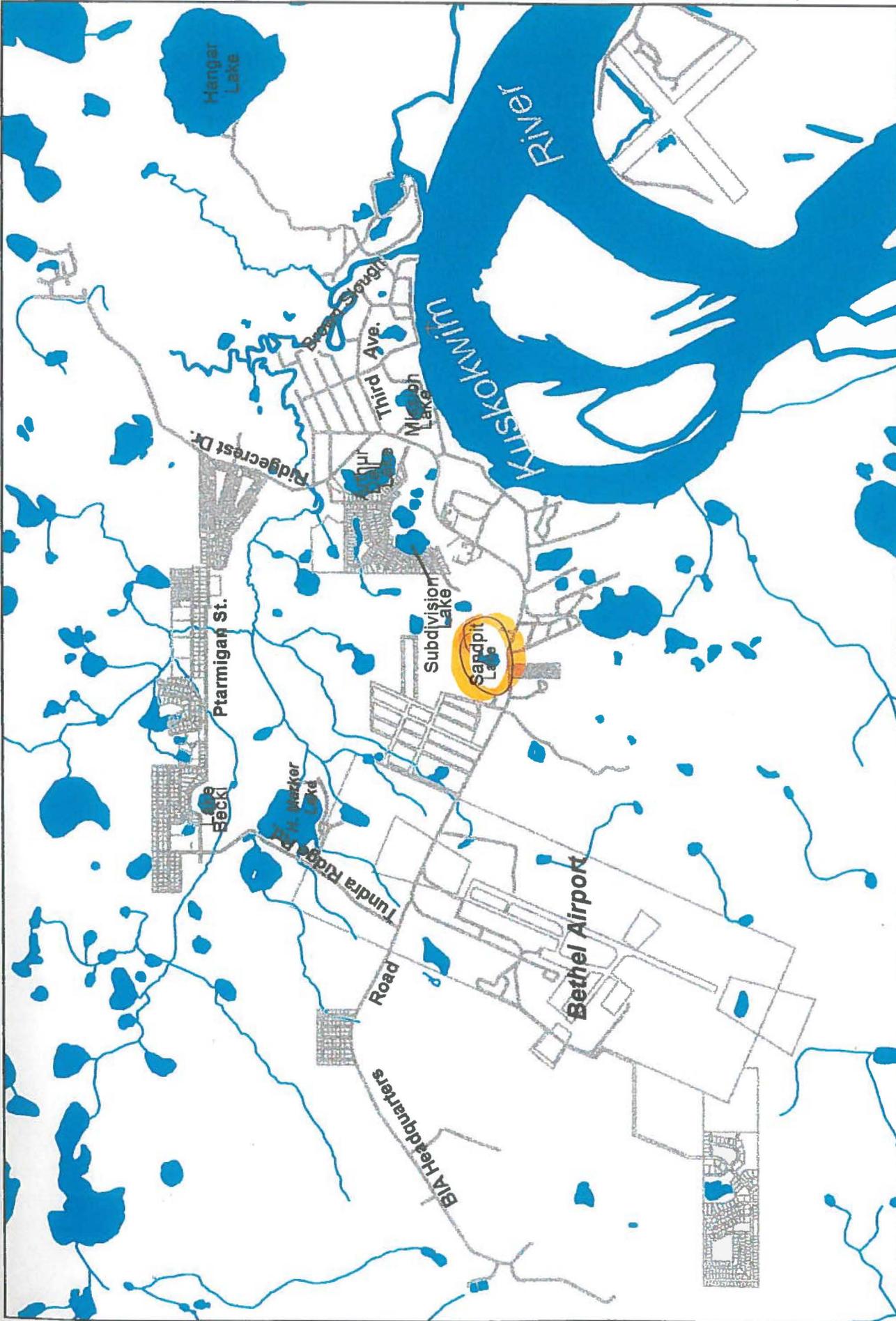
Pending approval by Bethel City Council, the Council may approve the use of this public road as an access road to potential residential development nearby.

Attached are: (a) hydrology map on which I have circled the current Sandpit Lake, (b) City of Bethel future road connections, (c) aerial photo of possible residential development that may be seeking City Council approval, (d) 1 and (d) 2 – an application for this same property to BLM dated 08.21.2012.

Sincerely,

Ann K. Capela  
City Manager

(a)



**Figure 3**  
Background Study  
1997



City of Bethel Comprehensive Plan  
**Hydrology**



Map 5.1

# City of Bethel Future Road Connections



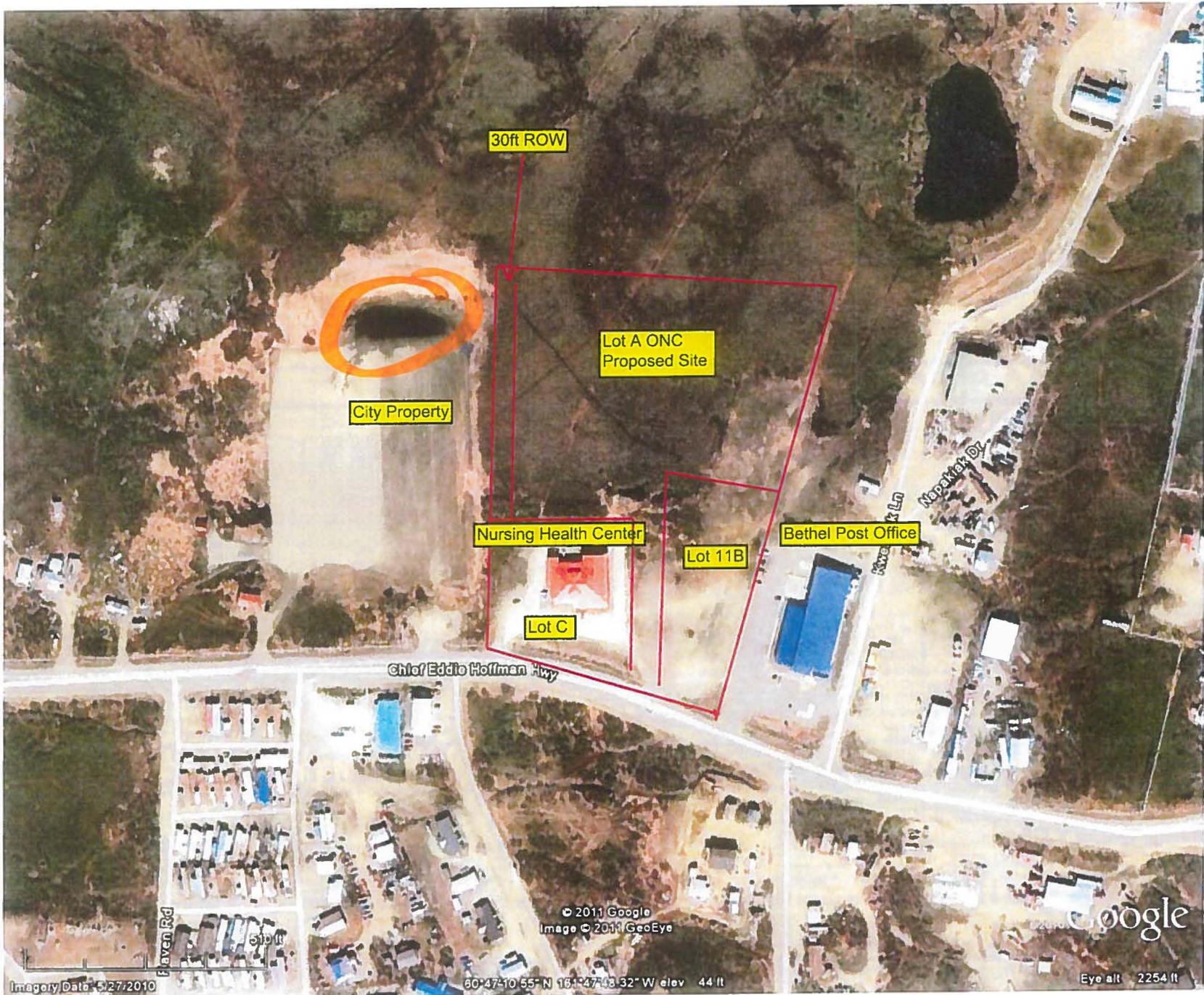
Data courtesy of the USGS, BLM, DNR, and Agnew Beck. This map was compiled for the City of Bethel with assistance from Agnew Beck Consulting.  
 Alaska State Plane, Zone 4, NAD 1983  
 File: Bethel\_Ownership 11/22/10

- (1) Transportation Goal 2, Objective C, Action 1b
- (2) Transportation Goal 2, Objective C, Action 4b
- (3) Transportation Goal 2, Objective C, Action 4c
- (4) Transportation Goal 2, Objective C, Action 4d

0 1,320 2,640 5,280 Feet

(b)

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



(5)




BLM > More BLM Programs > Lands and Realty > R&PP

Print Page

**National**

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- [Information Center](#)
- [Get Involved](#)
- [Our Offices/Centers](#)
- [Contact Us](#)

**Recreation and Public Purposes Act**

<b>Lands and Realty</b>
Reference Material
Communication Sites
Filing
Land Use Authorizations
Withdrawals
Appraisals
Recreation and Public Purposes Act
Public Land Orders
Land Tenure
Solar Energy
Wind Energy
Public Land Statistics

Over the past 40 years, Americans have expressed a dynamic and accelerated interest in outdoor recreation. Our expanding urban populations, increased mobility and leisure time, and higher standard of living have created a demand for more and better recreation facilities. By the same token, urban expansion and a growing population have increased the need for more public services, such as schools, community buildings, hospitals, and sanitary landfills, just to name a few.

Recognizing the strong public need for a nationwide system of parks and other recreational and public purposes areas, the Congress, in 1954, enacted the Recreation and Public Purposes Act (68 Statute 173; 43 United States Code 869 et. seq.) as a complete revision of the Recreation Act of 1926 (44 Stat. 741). This law is administered by the Bureau of Land Management (BLM).

The act authorizes the sale or lease of public lands for recreational or public purposes to State and local governments and to qualified nonprofit organizations. Examples of typical uses under the act are historic monument sites, campgrounds, schools, fire houses, law enforcement facilities, municipal facilities, landfills, hospitals, parks, and fairgrounds.

A 17 page "Recreation and Public Purposes Act Information Sheet" designed to guide prospective applicants in obtaining lands and benefits under the act is attached. To download the document, [select this link](#).

Department of the Interior regulations for the Recreation and Public Purposes Act are found in Title 43 of the Code of Federal Regulations (43 CFR), [Parts 2740 \(Sales \)](#) and [2912 \(Leases\)](#).

**What Lands are Covered by the Act?**

The act applies to all Public Lands, except lands within national forests, national parks and monuments, national wildlife refuges, Indian lands, and acquired lands.

Under special authority, BLM administers about 2 million acres of revested Oregon and California Railroad and Coos Bay Wagon Road grant lands in western Oregon. These lands may only be leased by public agencies under the act.

**How much Land may be Purchased?**

The amount of land an applicant can purchase is set by law. Whether the land is to be purchased or leased, the BLM will classify for purposes of the act only the amount of land required for efficient operation of the projects described in an applicant's development plan. Applicants should limit the land requested to a reasonable amount. Applicants will be required to first accept a lease, or lease with option to purchase, to assure approved development takes place before a sale is made and a patent (Government deed) is issued. Projects that may include the disposal, placement, or release of hazardous materials (i.e., sanitary landfills) may go directly to patent.

**State Agencies**

Any State, State agency or political subdivision of a state may purchase for recreation purposes up to 6,400 acres annually, and as many small roadside parks and rest sites, up to 10 acres each, as may be needed. In addition, any State, State agency or political subdivision of a state may acquire 640 acres annually for each public purpose program other than recreation. These lands must be within the political boundaries of the agency or within the area of jurisdiction of the organization or, in the case of cities, they must lie within convenient access to the municipality and within the same State.

**Nonprofit Organizations**

Nonprofit organizations may purchase up to 640 acres a year for recreation purposes, and an additional 640 acres for other public purposes.

**How Much Land may be Leased?**

The Act sets no limitation on the amount of land that may be leased.

**Additional Resources**

- [Recreation and Public Purposes Act Application Form](#)

## City of Bethel Action Memorandum

Action memorandum No.	16-06		
Date action introduced:	January 26, 2016	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
Confirmed by:			

**SUBJECT/ACTION:**

*Approve Mayor's appointment of Kathryn S. Baldwin to the Parks, Recreation, Aquatic Health and Safety Center Committee*

Route to:	Department/Individual:	Initials:	Remarks:
	M. Lakahni, Public Works		
		1-18-16	

Attachment(s): None

Amount of fiscal impact		Account information:
X	No fiscal impact	

*Action memorandum 16-06 is sponsored by the Mayor at the request of the City Clerk.*

Kathryn Baldwin has requested appointment to the Parks, Recreation, Aquatic Health and Safety Center Committee. If appointed, he would be appointed to a term of two years as an alternate member with a term expiration of December 31, 2017.

The Parks, Recreation, Aquatic Health and Safety Center Committee currently has one alternate seats available.





January 19, 2016

Ann Capela, City Manager  
City of Bethel  
P.O. Box 1388  
Bethel, Alaska 99559

Dear Ann,

On behalf of the elders of the Orutsararmiut Native Council (O.N.C.) Senior Services program, we are requesting your consideration for in-kind donation assistance for up to \$50,000. We understand the current financial status of many entities, including the State; however, with your assistance we can work together, to decrease costs associated with long term institutionalization; and assist our senior citizens to continue to be productive tax paying community members. We offer a variety of support services that cater to approximately sixty (60) local older Alaskans.

We strive to help our elders maintain, and/or improve their lives, while safely living in their home of Bethel. Our program prepares nutritionally complete quality meals, with specific meal components. The Senior Center is fortunate to have a number of local benefactors in the community who provide us with a variety of goods and services which might otherwise be impracticable. Our principal funding comes from two grants from the State of Alaska which support our nutrition and day efforts. We also operate a "Meals on Wheels" program that delivers over 30 lunches a day directly to our client's homes.

O.N.C. Senior Services program is a vital aspect of the longevity and livelihood of elders living in remote Alaska. Clients and their families rely heavily on our services to meet their basic needs. Many of our elders are at risk for health and nutrition deterioration. Our focus is to preserve health, culture, and well-being of our clients. Our program is a public service, targeted to serve individuals who demonstrate a need for our program involvement. In addition, we are the main point of contact and referral, which link clients to available community resources.

O.N.C. desires to initiate a long lasting collaborative relationship with the City of Bethel. We have solicited donations from other various organizations for in-kind donations, in addition to supplementary fund raising efforts. We gladly accept any form of donations including: services, cash, or goods. If you have any questions or comments, please do not hesitate to contact me. We look forward to hearing from you in the near future, and working together to serve our *experienced living treasures*.

Respectfully,



Gene Peltola Sr.  
Executive Director

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# *Mayor's Report*

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# ***City Manager's Report***

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# ***City Clerk's Report***

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# City of Bethel, Alaska

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## City Clerk's Office

### **Council Meetings and Events**

February 9, 2016 Regular City Council Meeting  
February 23, 2016 Regular City Council meeting

### **Liquor License Applications**

Fili's Pizza Restaurant, License #5445, Restaurant and Eating Place License Application. The City Clerk's Office received notice of this license application on January 5, 2016. Notice was immediately provided to Administration. If the Council chooses to protest this application, the protest must be received by the Alcohol Beverage Control Board by March 5, 2016.

Bethel Spirit's License # 5447, Package Store License Application. The City Clerk's Office received notice of this license application on January 15, 2016. Notice was immediately provided to Administration. If the Council chooses to protest this application, the protest must be received by the Alcohol Beverage Control Board by March 15, 2016.

### **Committees and Commission**

Annual Training was held on January 11. The office will hold another training on January 21.

The Annual Recorder and Ex-Officio Training was hold on January 19.

The Office began working on a guide for the recorders and ex-officio members.

### **Electronic Cemetery Records**

After a full year of data entry, the electronic cemetery module is complete and up to date with all of the Bethel Memorial Cemetery Information. We will begin to scan the records in as support to the electronic files and update the fields with payment information.

### **Research/Document Preparation**

- The Office is researching and preparing to draft an Ordinance for by mail elections. We anticipate this document being available to the Council in late February for consideration. With this comes an entire review of the election procedure for not only the City elections but for the State since the City Clerk is the supervisor for the State's elections held in Bethel.
- A member of a committee provided concerns with billing issues on one of the City's facilities. The office did a detail review of the City's utility billing and provided corrections to the way billing is done to the Finance Director.

- The Office will be working on a Fee and Rate Schedule Ordinance early February. The departments have a deadline of January 31, to provide the office with any modifications to their rates.
- The Office is assisting Administration and the Attorney with research on a specific city property.
- A complete Public Hearing process was created by the Office for the Planning Commission review of Conditional Use Permits.
- When time permits, the Office is reviewing the most updated modifications to the proposed State marijuana regulations as well as the City's property ownership.
- When time permits, the Office is working through the City owned property transfers/leases with the hope to get a comprehensive outline of City owned land.
- With 50% of the budget year passed, the Office is conducting a detailed review of budget accounts for the Office and will be providing Finance with any required line item transfers under \$5,000.
- The City Clerk began the review of the Donlin Gold EIS, this review will continue as time will allow.
- Review of various Request for Proposals and contracts for Pool Operations.

### **Passports**

- The Office has been incredibly busy with passport applications, processing 14 in the last two weeks.



THE STATE  
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

550 W 7<sup>th</sup> Avenue Ste. 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

City of Bethel  
Attn: Lori Strickler, City of Clerk  
VIA Email: [lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

**Mefail Saliu – Restaurant Eating Place #5445 DBA Fili’s Pizza**

- New Application**       **Transfer of Ownership**       **Transfer of Location**
- Restaurant Designation Permit**       **DBA Name Change**

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



*Jane Sawyer*  
*Business Registration Examiner*  
[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)  
907-269-0359

State of Alaska  
Alcoholic Beverage Control Board

Date of Notice: January 5, 2016

Application Type: **NEW**  **TRANSFER**  
 Ownership  
 Location  
 Name Change

Governing Body: **City of Bethel**  
 Community Councils: none

License #: 5445  
 D.B.A.: Fili's Pizza  
 Licensee/Applicant: Mefail Saliu  
 Physical Location: 110 Osage Street, Bethel, AK  
 Mailing Address: PO Box 3051, Bethel, AK 99559  
 Telephone #: 907-543-7010  
 EIN: 47-3839525

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
N/A				

*Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.*

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
N/A				

If **transfer** application, current license information:

Current D.B.A.:  
 Current Licensee:  
 Current Location:

Additional comments: **Restaurant Designation Permit attached**

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



*Jane Sawyer*

*Business Registration Examiner*

[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)

907-269-0359

1347

# New Liquor License

Alcoholic Beverage Control Board  
550 West 7<sup>th</sup> Ave. Suite 1600  
Anchorage, AK 99501

(907) 269-0350  
Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is:  Full Year      OR       Seasonal      List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
Office Use: License Year: <u>5445</u>	License Type: <u>Restaurant Eating Place</u>	Statute Reference Sec. 04.11. <u>100</u>	License Fee: \$ <u>600</u>
Office Use: License #: _____			Filing Fee: \$100.00 Rest. Desig. Permit Fee: \$ <u>50</u>
Local Governing Body: (City, Borough or Unorganized) <u>Bethel</u>	Community Council Name(s) & Mailing Address: <u>NIA</u>		Fingerprint: \$ <u>49.75</u> <i>(\$49.75 per person)</i>
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>Me fail Saliv</u>	Doing Business As (Business Name): <u>Fili's Pizza</u>	Business Telephone Number: <u>(907) 543-7010</u>	<b>TOTAL</b> <u>799.75</u>
Mailing Address: <u>PO Box 3051</u>	Street Address or Location of Premises: <u>110 Osage Street</u>	Email Address: <u>diku-118@yahoo.com</u>	Fax Number: <u>None</u>
City, State, Zip: <u>Bethel, AK, 99559</u>			
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: <u>3168 Feet</u>	<b>Distance measured under:</b> <input checked="" type="checkbox"/> AS 04.11.410 <b>OR</b> <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: <u>1056 Feet</u>	<b>Distance measured under:</b> <input checked="" type="checkbox"/> AS 04.11.410 <b>OR</b> <input type="checkbox"/> Local ordinance No. _____		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

DEC 21 15 PM 12:44

# New Liquor License

Alcoholic Beverage Control Board  
550 West 7<sup>th</sup> Ave. Suite 1600  
Anchorage, AK 99501

(907) 269-035  
Fax (907) 334-2288  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

## SECTION C - LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state

Yes  No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes  No If Yes, attach written explanation.

## SECTION D - OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an individual ownership):		Telephone Number:	Fax Number:
Corporate Mailing Address:	City:	State:	Zip Code:
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)						
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth	
<del>Mefart Seltro</del> MS	MS Owner	MS 100%	MS 5727 B Kas... (907) 245-2122	MS (407) 543-7010	MS 4/16/52	

NOTE: If you need additional space, please attach a separate sheet.

JAN 5 '16 PM 12:05 131

Alcoholic Beverage Control Board  
 550 West 7<sup>th</sup> Ave. Suite 1600  
 Anchorage, AK 99501

## New Liquor License

(907) 269-0350  
 Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

### SECTION E - OWNERSHIP INFORMATION - SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: <u>Metal Saliu</u> Address: <u>5707 B Kosayuli</u> <u>Barnet, AK 99559</u> Home Phone: <u>(907) 543-4092</u> Work Phone: <u>(907) 543-7010</u>	Applicant <input checked="" type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth: <u>4/16/1982</u>	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:
Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:

#### Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Licensee(s) Signature: <u>Richard Seltic</u> Signature: <u>Metal Saliu (Owner)</u> Name & Title (Please Print): <u>Richard Seltic</u> Subscribed and sworn to before me this <u>16<sup>th</sup></u> day of <u>November</u> , 2015. Notary Public in and for the State of <u>Alaska</u> <u>6-17-2017</u> My commission expires:	Signature of Licensee(s) Signature: Signature: Name & Title (Please Print): Subscribed and sworn to before me this day of Notary Public in and for the State of My commission expires:
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COPY



THE STATE  
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

550 W 7<sup>th</sup> Avenue Ste. 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

City of Bethel  
Attn: Lori Strickler, City of Clerk  
VIA Email: [lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

**Bethel Spirits, LLC – Package Store #5447 DBA Bethel Spirits**

- New Application       Transfer of Ownership       Transfer of Location  
 Restaurant Designation Permit       DBA Name Change

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



Jane Sawyer  
Business Registration Examiner  
[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)  
907-269-0359

State of Alaska  
Alcoholic Beverage Control Board

Date of Notice: January 15, 2016

Application Type: **NEW**  \_\_\_\_\_

\_\_\_\_\_ **TRANSFER**  
 \_\_\_\_\_ Ownership  
 \_\_\_\_\_ Location  
 \_\_\_\_\_ Name Change

Governing Body: **City of Bethel**  
 Community Councils: none

License #: 5447  
 D.B.A.: Bethel Spirits  
 Licensee/Applicant: Bethel Spirits, LLC  
 Physical Location: 750 Front Street, Bethel, AK 99559  
 Mailing Address: PO Box 719, Bethel, AK 99559  
 Telephone #: 907-543-2124  
 EIN: 47-3593985

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
Bethel Spirits, LLC	PO Box 719 Bethel, AK 99559	907-543-2124	3/2/15	yes

*Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.*

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
Bethel Native Corporation	n/a	PO Box 719 Bethel, AK 99559	907-543-2124	100

If **transfer** application, current license information:

Current D.B.A.:  
 Current Licensee:  
 Current Location:

Additional comments:

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is “arbitrary, capricious and unreasonable”. Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

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Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(c), and 3 AAC 304.660(c) must be approved by the governing body.

Sincerely,



*Jane Sawyer*

*Business Registration Examiner*

[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)

907-269-0359

## New Liquor License

License is:       Full Year      OR       Seasonal      List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
<i>Office Use:</i> License Year: <u>2016/2017</u>	License Type: Package store license	Statute Reference Sec. 04.11.150	License Fee:     \$1,500.00  Filing Fee:       \$100.00  Rest. Desig. Permit Fee:     \$ N/A
<i>Office Use:</i> License #: <u>5447</u>			
Local Governing Body: (City, Borough or Unorganized) City of Bethel		Community Council Name(s) & Mailing Address: Bethel City Council P.O. Box 1388 Bethel, AK 99559	
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Bethel Spirits LLC		Doing Business As (Business Name):  Bethel Spirits	Fingerprint: <i>(\$49.75 per person)</i>  <b>TOTAL     \$1,600.00</b>
Mailing Address: P.O. Box 719		Street Address or Location of Premises: 750 Front Street Bethel, AK 99559	Business Telephone Number: (907) 543-2124  Fax Number: (907) 543-2897  Email Address: ahoffman@bncak.com
City, State, Zip: Bethel, AK 99559			
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: 1.3 miles	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410 <b>OR</b> <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: 368 feet	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410 <b>OR</b> <input type="checkbox"/> Local ordinance No.		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

## New Liquor License

### SECTION C – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

Yes  No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
Bethel Spirits LLC	Bethel Spirits	Package Store License (Approved)	905 Chief Eddie Hoffman Hwy	Alaska

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes  No If Yes, attach written explanation.

### SECTION D – OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): Bethel Spirits LLC		Telephone Number: (907) 543-2124	Fax Number: (907) 543-2897
Corporate Mailing Address: P.O. Box 719	City: Bethel	State: AK	Zip Code: 99559
Name, Mailing Address and Telephone Number of Registered Agent: P.O. Box 719, Bethel, AK 99559		Date of Incorporation OR Certification with DCED: 3/2/2015	State of Incorporation: Alaska
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

#### Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Bethel Native Corporation	Member	100	P.O. Box 719, Bethel, AK 99559	(907) 543-2124	N/A

NOTE: If you need additional space, please attach a separate sheet.

Not Issued

## New Liquor License

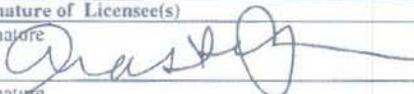
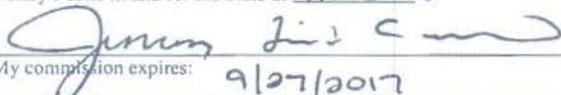
### SECTION E – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

**Individual Licensees/Affiliates** (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:
Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:

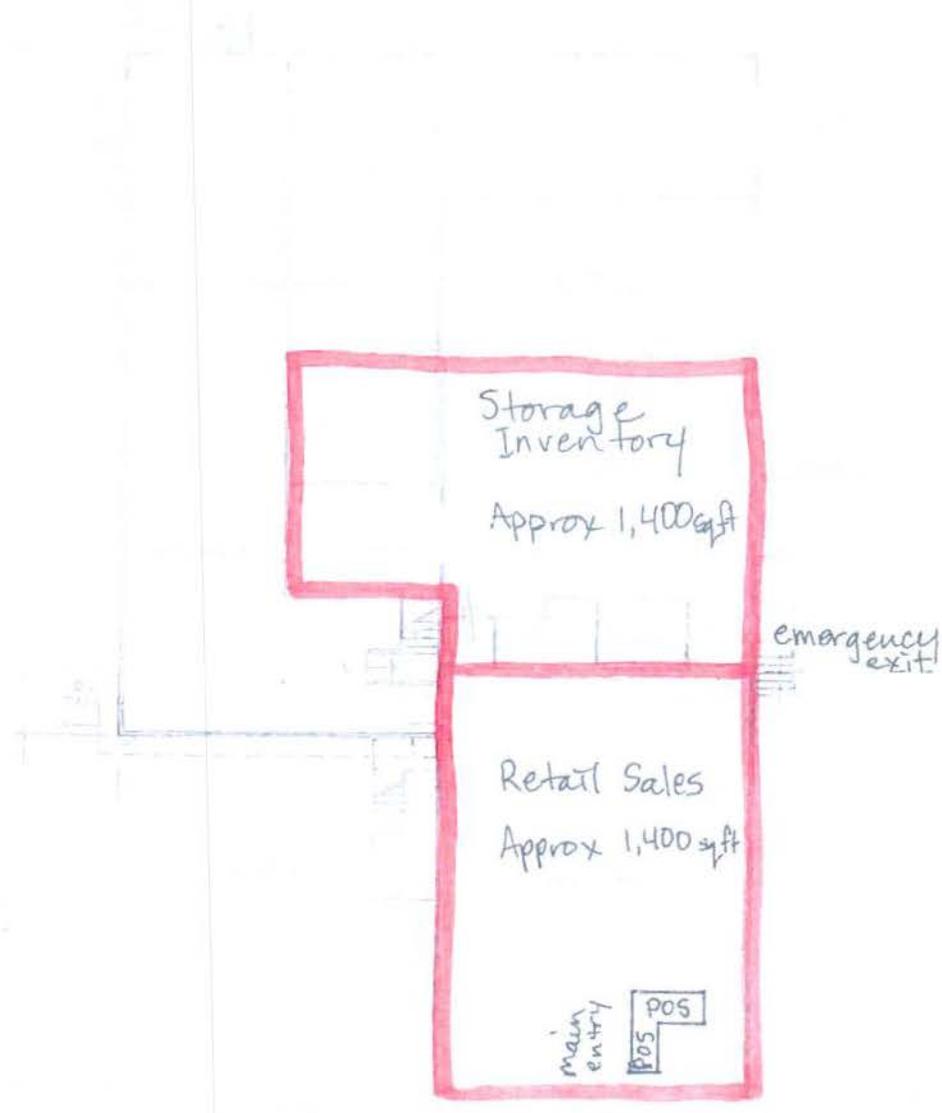
#### Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

<b>Signature of Licensee(s)</b> Signature:  Signature: Name & Title (Please Print) Anastasia C Hoffman, President / CEO Subscribed and sworn to before me this 6 <sup>th</sup> day of Jan 2016 Notary Public in and for the State of <u>Alaska</u>  My commission expires: 9/27/2017	<b>Signature of Licensee(s)</b> Signature: Signature: Name & Title (Please Print) Subscribed and sworn to before me this day of _____ Notary Public in and for the State of _____ My commission expires:
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Lic# 5447  
Bethel Spirits



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# ***Executive Session***

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L  
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S  
K  
A

2008-000904-0

Recording Dist: 402 - Bethel

7/23/2008 10:36 AM Pages: 1 of 2



ASSIGNMENT OF LEASE DATED APRIL 10, 1984, BETWEEN THE CITY OF  
BETHEL AND THE STATE OF ALASKA

The STATE OF ALASKA is the Lessee of Lots 1 through 6 and 18 through 23, all on Block 7, Bethel Townsite, designated as Municipal Reserve on official Plat, U.S. Survey 3230 A and B (Kilbuck School) pursuant to a Lease entered into on April 10, 1984, with the CITY OF BETHEL, Lessor, recorded at Book 38, pages 130-145, Bethel Recording District.

The STATE OF ALASKA, acting through the DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT, P.O. Box 110500, Juneau, AK 99811-0500, hereby assigns the Lease, pursuant to paragraph 8, entitled Assignment, to the LOWER KUSKOKWIM SCHOOL DISTRICT, P.O. Box 305, Bethel, Alaska 99559. The LOWER KUSKOKWIM SCHOOL DISTRICT is to assume all rights and responsibilities of the Lessee pursuant to this Assignment.

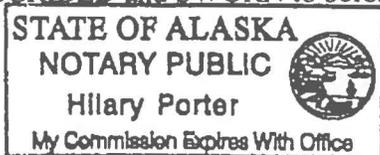
DATED this 17<sup>th</sup> day of July, 2008, at Juneau, Alaska.

STATE OF ALASKA  
DEPARTMENT OF EDUCATION AND  
EARLY DEVELOPMENT

By: Baileasa Thompson  
Its: Deputy Commissioner

STATE OF ALASKA )  
)ss.  
FIRST JUDICIAL DISTRICT )

SUBSCRIBED and SWORN to before me this 17 day of July, 2008.



Hilary Porter  
Notary Public in and for Alaska  
My Commission Expires: w/office

After Recording Return to:  
State of Alaska  
Department of Education & Early Development/Facilities Section  
801 W. 10<sup>th</sup> Street, Suite 200  
P.O. Box 110500  
Juneau, Alaska 99811-0500

State Business - No Charge

The CITY OF BETHEL, as Lessor pursuant to the Lease described above, hereby consents to the STATE OF ALASKA'S assignment of the Lease to the LOWER KUSKOKWIM SCHOOL DISTRICT.

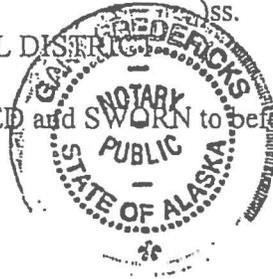
DATED this 12<sup>th</sup> day of June, 2008, at Bethel, Alaska.

CITY OF BETHEL

By: Donald Baird  
City Manager

STATE OF ALASKA )  
) ss.  
FOURTH JUDICIAL DISTRICT

SUBSCRIBED and SWORN to before me this 12<sup>th</sup> day of June, 2007,  
2008.



Gay D.  
Notary Public in and for Alaska  
My Commission Expires: 3/26/09

The LOWER KUSKOKWIM SCHOOL DISTRICT hereby accepts and consents to becoming the Lessee under the Lease described above, pursuant to the assignment from the current Lessee, STATE OF ALASKA.

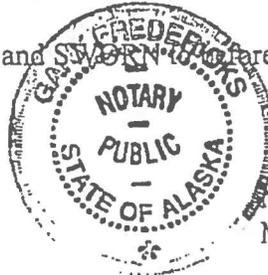
DATED this 12<sup>th</sup> day of June, 2008, at Bethel, Alaska.

LOWER KUSKOKWIM SCHOOL DISTRICT

By: Winters  
Superintendent

STATE OF ALASKA )  
) ss.  
FOURTH JUDICIAL DISTRICT )

SUBSCRIBED and SWORN to before me this 12<sup>th</sup> day of June, 2008,  
2008.



Gay D.  
Notary Public in and for Alaska  
My Commission Expires: 3/26/09



BOOK 38 PAGE 130  
BUREAU OF LAND  
MANAGEMENT  
MAIL ROOM

LEASE

APR 25 10 24 AM '84

RECEIVED  
ANCHORAGE ALASKA

THIS LEASE, made and entered into as of the 10<sup>th</sup> day  
of April, 1984, between the CITY OF BETHEL (hereinafter  
"Lessor") and the STATE OF ALASKA, through the Department of  
Education, (hereinafter "Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of certain lands upon  
a portion of which the Bureau of Indian Affairs school building  
for Bethel, Alaska is located (hereinafter "School");

WHEREAS, the Lessee is engaged in providing educational  
services to the residents of Bethel, Alaska, and desires to lease  
the School from Lessor; and

WHEREAS, the parties have reached an understanding as  
to the terms of the lease of the School and wish to formalize  
that understanding by this Lease;

ERWIN SMITH & COMPANY  
3612 Sparrow Road  
Suite 231  
Anchorage, AK 99503  
(907) 276-3125

NOW, THEREFORE, in consideration of the mutual  
agreements contained in this lease and other valuable

consideration, the Lessor and the Lessee hereby agree as follows:

1. Grant and Description of Lease Premises

Subject to the terms, contained in this lease, the Lessor hereby leases to the Lessee the use of the real property described as Lots 1 through 6 and 18 through 23, all on Block 7, Bethel Townsite, designated as Municipal Reserve on official plat, U.S. Survey 3230 A and B together with the School building and facilities located thereon, in Bethel, Alaska (hereinafter "Premises").

BUREAU OF LAND  
MANAGEMENT  
MAIL ROOM  
APR 21 10 24 AM '84  
ANCHORAGE ALASKA

2. Use of Premises

Lessee shall use the Premises solely for public school purposes and for any other public purpose approved by Lessor and Lessee, except that the use of the Premises for civic, cultural, athletic or entertainment activities by the public is in the sole discretion of the Lessee.

3. Term

The lease term shall commence on the first day of APRIL, 1984, and shall terminate on the last day of MARCH, 2039, or upon such date as the Premises are no

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3812 Spanned Road  
Suite 201  
Anchorage, AK 99505  
(907) 276-3125

longer used for purposes authorized under Section 2, or upon such date as sooner terminated under the terms of this Lease. Should a change in Lessor's status as a municipal corporation of the State of Alaska change in such a way as to allow Lessor to assume the responsibilities and duties of Lessee with respect to the School that is the subject of this Lease, then this Lease shall be terminated upon the effective date of such change in status, and the real property, including all improvements and structures thereon, shall revert to the Lessor without abatement of rent paid for under this Lease.

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MANAGEMENT  
MAIL ROOM  
ANCHORAGE ALASKA

4. Initial Payment

As an initial consideration for the execution of this Lease and the right to use the Premises, Lessee shall pay Lessor the sum of \$550.00 upon the execution of this Lease by Lessor, which is the entire amount due under the Lease.

5. Survey of Premises

The Lessee shall have performed a survey of the premises at no cost to Lessor. This survey shall be accomplished within ninety days of the execution of this Lease.

ORIN SHED & GARRETT  
3812 Sparrow Road  
Suite 201  
Anchorage, AK 99508  
(907) 276-3125

BUREAU OF LAND  
MANAGEMENT  
MAIL ROOM  
APR 20 10 27 AM '80  
ANCHORAGE ALASKA

BUREAU OF LAND  
MANAGEMENT  
MAIL ROOM

6. Conditions, Maintenance and Alteration of Premises

6.01 Condition of Premises. The parties acknowledge

that the existing structures on the Premises have been used as a School by the Bureau of Indian Affairs. The Lessor makes no warranties either expressed or implied as to the condition of the School or any other structure on the Premises or as to their suitability for the use as a school. Lessee acknowledges that it has inspected the structures and the Premises, and waives any and all claims which it has or might have as to any defects now existing or which may hereafter be discovered as to the Premises or any structures thereon.

6.02 Alteration of Premises. Except for the repairs to and maintenance of the Premises as provided in Section 8.03 hereof, Lessee shall make no major alteration, addition or structural change to any structure on the Premises, or any part of the Premises, nor attach any permanent fixtures to the land without obtaining the prior written consent of Lessor, whose consent will not be unreasonably withheld. All such additions, changes, alterations or permanent fixtures shall become the property of the Lessor upon the termination of this Lease.

6.03 Repairs and Maintenance. Lessee shall, at its sole cost and expense, keep the Premises and all structures,

ERIKEN SMITH & GARNETT  
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Suite 201  
Anchorage, AK 99503  
(907) 276-3125

fixtures and equipment thereon, in good repair, order and condition. The Lessee acknowledges that it has the sole responsibility for keeping the Premises in good condition and order and that it waives any provisions or any law requiring repairs to be made by Lessor or permitting repairs by Lessee at the expense of the Lessor.

6.04 Construction. Lessor's consent is required for any and all major construction on the Premises. Lessee shall provide Lessor with a copy of all construction as-built surveys upon the completion of any such construction.

7. Utilities

Lessor is under no obligation to provide any utilities to Lessee for the Premises.

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MAIL ROOM

8. Assignment

Lessee shall not sublet the Premises or any part thereof, nor transfer, assign, pledge as security or encumber this Lease, or permit any other person to use the Premises for other than school purposes without first obtaining the written consent of Lessor. Any assignment or sublease of the Premises or any part thereof, whether by operation of law or otherwise,

ERSON SMITH & GARNETT  
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Suite 208  
Anchorage, AK 99503  
(907) 276-3125

without the prior written consent of Lessor, shall be voidable at the option of Lessor. Notwithstanding any other provision of this Section, Lessee may assign or sublet the Premises to the School District or other school district as established under State law for public educational purposes, but such assignment shall not relieve Lessee from its obligations hereunder should its assignee fail to perform such obligations.

9. Assessments

Lessee shall be responsible for and shall promptly pay any assessments for public utilities.

10. Indemnification and Insurance

10.01 The Lessee shall indemnify, defend and save harmless the Lessor, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the use, maintenance or operation of the school facilities on these premises or because of any act or omission, neglect or misconduct of the Lessee or its sublessee.

10.02 In the event of damage to or destruction of improvements located upon the Premises, Lessor agrees that the

APR 25 10 23 AM '94  
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(907) 266-3125

proceeds of any insurance policies shall be expended in the repair or replacement of the improvements.

11. Damage to Leased Premises

11.01 In the case of any damage to the Premises, there shall be no abatement of the rent due and other obligations of Lessee due under this agreement.

11.02 Lessor shall not be liable for any damage that may be suffered by the Lessee by reason of such casualty or repair or reconstruction or deprivation of possession.

11.03 Unless the parties elect to terminate this Lease as provided herein, it shall remain in full force and effect, and the parties waive any provision of any law to the contrary. All improvements or buildings reconstructed or repaired shall be the property of Lessor upon termination of the Lease notwithstanding Lessee's incurring the cost of repair or construction.

12. Default

Each of the following shall be deemed a default by the Lessee and a breach of this Lease:

APR 21 10 25 AM '89  
BUREAU OF LAND  
MANAGEMENT  
ANCHORAGE, ALASKA

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Suite 201  
Anchorage, AK 99503  
(907) 276-3125

BUREAU OF LAND  
MANAGEMENT  
MAIL ROOM

APR 25 11 23 AM '84  
ANCHORAGE ALASKA

(a) A default in the payment of the rents due, or any part thereof, for a period of thirty (30) days;

(b) A failure by Lessee to perform any other covenant or condition for a period of thirty (30) days or such additional time as is reasonably required to correct any such defaults after service by Lessor or Lessee of a notice specifying the particular default or defaults; provided, however, that no default on the part of the Lessee in the performance of work or acts required by it to be done, or conditions to be modified, shall be deemed to exist if steps shall have in good faith been commenced promptly by the Lessee to rectify the same and shall be prosecuted to completion with diligence and continuity;

(c) Abandonment or vacating of the Premises for a period of six (6) months or more, not including breaks between school terms, holidays or vacating of the Premises caused by natural disaster, casualty loss, catastrophic events, war and strikes or other events not within the control of Lessee.

(d) The cessation of the use of the Premises as a school or for other educational purposes.

If the defaulting party disputes that a default has occurred, then within ten (10) days of the receipt of notice of

ERWIN SMITH & GARNETT  
3812 Sprad Road  
Suite 202  
Anchorage, AK 99503  
(907) 246-3125

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BURBANK LENO  
MANAGEMENT  
NAME ROOM  
APR 21 10 23 AM '89  
ANCHORAGE, ALASKA

default, it will provide written notice to the other party to that effect and its reasons for so asserting and a request for arbitraiton pursuant to Section 16. Such notice shall also identify that party's arbitrator. If the decision of the arbitrators is that the allegedly defaulting party is in default, then the defaulting party shall have a reasonable time under the circumstances to be determined by the arbitrators in which to cure any default and if such default is so cured, there will be no breach of the Lease.

13. Affect of Notice of Default by Lessor/Lessee

Neither Lessor nor Lessee shall be in default in the performance of any of its obligations hereunder unless and until the defaulting party has failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such defaults) after written notice properly specifying how the defaulting party has failed to perform any such obligations.

14. Waiver

Waiver of any breach of any term of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same term. The consent to or approval of any act

EDEN SMITH & GARNETT  
3042 Sparwood Road  
Suite 201  
Anchorage, AK 99505  
(907) 226-3125

BOOK 38 PAGE 139  
REGISTERED  
ANCHORAGE, ALASKA  
APR 25 10 22 AM '84

by the other party requiring consent or approval shall not be deemed to waive consent to or approval of any subsequent or similar act.

15. Arbitration, Attorney's Fees, Costs and Expenses

15.01 All disputes arising in connection with this Lease which cannot be settled by agreement between the parties will be resolved by arbitration. The Lessor and Lessee shall each appoint an arbitrator to hear the case. The two arbitrators appointed by the parties shall then select a third arbitrator, who with them shall hear the dispute. The provisions of the arbitration shall be governed by the Alaska Uniform Arbitration Act (AS 09.43.010 through 09.43.180).

15.02 The cost of the arbitration, including the cost of the arbitrators selected by each party, shall be borne by the party whose position is not upheld by the arbitrators. Where the decision of the arbitrators is not clearly in favor of one party, then the arbitrators shall determine the manner in which the cost of the arbitration shall be allocated among the parties. In determining such allocation, the arbitrators shall apportion the cost in relationship to the relative degree to which the parties did not comply with the provisions of the Lease.

ERIN SMITH & GARRETT  
3612 Sparrow Road  
Suite 208  
Anchorage, AK 99503  
(907) 266-3125

15.03 Either party may appeal the decision of the arbitration panel in accordance with the procedures set out by law. In the event either party brings legal proceedings to enforce any of the terms of this Lease, the successful party in such action shall receive, from the other, a reasonable sum for attorney's fees and costs to be fixed by the court in the same action.

16. Effect of Lessor's Conveyance

If during the term of this Lease, Lessor shall sell its interest in the Premises, Lessor's successor shall be bound under this Lease. However, Lessor is not released from any obligations to Lessee arising under this lease unless such release is given in writing by Lessee.

17. Excuse For Nonperformance

Either party shall be excused from performing any or all of its obligations regarding repair and construction work required under the terms of this Lease for such time as the performance of the obligation is prevented or delayed by the act of God, floods, explosion, the elements of war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open

ERIN SMITH & OFFICE  
3812 Sparrow Road  
Suite 201  
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(907) 276-3125

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BUREAU OF LAND  
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ANCHORAGE, ALASKA

market, failure of transportation, strikes, lockouts, action by labor unions, or laws or order of governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such party

APR 25 10 25 AM '84  
BUREAU OF LAND  
MANAGEMENT  
ANCHORAGE ALASKA

18. Condemnation

18.01 If title to all of the Premises is taken for any public use under any statute, or by power of eminent domain, or by purchase in lieu of eminent domain, then this Lease shall terminate on the date that possession of the Premises is taken.

18.02 All compensation awarded or paid upon a total or partial taking which is attributable to the land without regard to any improvements located upon the land shall belong to the Lessor. All compensation awarded or paid for diminution in the value of Lessee's leasehold interest, the improvements, fixtures, or personal property on the land; or compensation awarded or paid for the taking of Lessee's leasehold interest, the improvements, fixtures, or personal property shall belong to Lessee.

19. Lease Binding on Heirs, Successors and Assigns

This Lease shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

ERICH SMITH & CORREY  
2012 Sparrow Road  
Suite 201  
Anchorage, AK 99503  
(907) 276-3125

20. Nuisance

Lessee shall not permit the Premises to be used for any unlawful purpose and shall not perform, permit or suffer any act upon the property or any buildings or construction on it which would result in a nuisance or a violation of the laws and ordinances of the United States or the State of Alaska

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MANAGEMENT  
ANCHORAGE ALASKA

21. Laws

21.01 At no expense to the Lessor, Lessee will conduct all activities authorized by this Lease in accordance with law and particularly those which relate to the use, care, operation, maintenance and protection of the School; including but not limited to matters of health, safety, sanitation and pollution. The acquisition of any necessary licenses or permits shall be the responsibility of the Lessee.

21.02 Lessee shall permit Lessor and its authorized representatives or agents to enter upon the Premises at any and all reasonable times during the term hereof, for the purpose of determining whether or not Lessee is complying with the terms and conditions of this Lease, or for any other purpose incidental to the rights of Lessor. Except in the case of emergency, all inspections shall be coordinated with Lessee in order to minimize any interference with Lessee's activities on the Premises.

ERIN SMITH & GIBBETT  
3012 Spruce Road  
Suite 201  
Anchorage, AK 99503  
(907) 276-3125

21.03 The applicable law under this Lease is the  
of the State of Alaska.

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MANAGEMENT  
MAIL ROOM  
ANCHORAGE ALASKA

22. Waste

Lessee shall not commit any waste upon the Premises and shall vacate and turn over the leased Premises to the Lessor at the expiration or other termination of the Lease in good repair, order and condition, except for changes or alterations authorized by the Lessor and ordinary wear and tear.

23. Miscellaneous Provisions

23.01 This instrument contains all of the agreements and conditions between the parties to this Lease and may not be modified orally or in any manner other than an agreement in writing signed by all parties to this Lease or their respective successors in interest.

23.02 This Lease shall be recorded by Lessee in the Recorder's Office at the Bethel Recording District.

ERWIN SMITH & CORRETT  
2812 Sparrow Road  
Suite 208  
Anchorage, AK 99505  
(907) 246-3425

23.03 No officer, agent or employee of either party may be admitted to any share or part of this Lease nor derive any benefit from it.

23.04 If any provision of the Lease is declared to an invalid by arbitration or a court of competent jurisdiction, the remaining provisions will continue in full force.

ANCHORAGE ALASKA  
APR 23 10 23 AM '84  
BUREAU OF LAND  
MANAGEMENT  
POST ROOM

24. Notices

Any notice or demand to be given under this Lease shall be served by registered or certified mail in a sealed envelope, postage prepaid, to Lessee addressed to POWELL F JENSEN  
AK 99811 and if to Lessor, addressed to Lessor at P. O. Box 388, Bethel, Alaska, 99599, or such other place as the parties may in writing designate.

25. Nondiscrimination

The Lessee covenants and agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age, marital status, or sex will not be permitted as affects these Premises in any manner against any user, employee, applicant for employment, or other person or group of persons, in any manner prohibited by federal or state law. The Lessee recognizes the right of the Lessor to take any action necessary to enforce this covenant, pursuant to any federal or state law.

EDMON SMITH & CORNETT  
3812 Spruce Road  
Suite 201  
Anchorage, AK 99503  
(907) 216-3125

BOOK 38 PAGE 145

ATTEST:

Nancy Kennedy

THE CITY OF BETHEL

By: Lyman Hoff  
City Manager

840637

STATE OF ALASKA  
Department of Education

By: William A. [Signature]  
Its [Signature]

REC. 5300  
BETHEL

MAY 18 9 31 AM '84

REQUESTED BY: City of Bethel  
Planning Dept  
Bethel, AK 99559

BUREAU OF LAND  
MANAGEMENT  
ANCHORAGE ALASKA  
APR 27 10 23 AM '84

SUBSCRIBED & SWORN to before me this 11th day of April, 1984.

[Signature]  
Notary Public for Alaska  
Commission Expires 12/19/87

THIS IS TO CERTIFY that on this 10<sup>th</sup> day of May, 1984, before me the undersigned Notary Public, personally appeared Lyman Hoffman to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year hereinabove written.

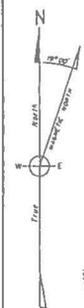
EMMA SHEIN & COMPANY  
3812 Sparrow Road  
Suite 201  
Anchorage, AK 99503  
(907) 276-3425



[Signature]  
Notary Public for Alaska  
Commission Expires: July 8 '88

LEGEND

- Townsite boundary corner monument described in field notes of U. S. Survey No. 3230 A, Alaska
  - Street center line monument on townsite boundary described in field notes of U. S. Survey No. 3230 A, Alaska
  - U. S. Survey No. 3046, Alaska, corner monument described in field notes of that survey
  - ⊕ 2 1/2 inch iron pipe 28 inches long with brass cap 12 inches below surface of ground with cross (X) for true point of intersection or angle point of street center line.
- All black and tal corners are marked on the ground with wooden stakes, 2 x 2 x 2 1/2 inches long, driven 15 inches in the ground, and marked by lumber crayon with appropriate black and tal numbers.



MEANDERS

1	E 00° 25' E	2.2477	CMS	1148.35	FT
2	W 124° 25' E	3.4911	CMS	1238.61	FT
3	S 37° 17' E	1.3221	CMS	1393.00	FT
4	W 87° 16' E	3.4911	CMS	1238.61	FT
5	W 79° 31' E	4.3488	CMS	1334.80	FT
6	W 161° 17' W	1.3221	CMS	1393.00	FT
7	W 161° 06' E	1.3294	CMS	1392.38	FT
8	W 80° 13' E	1.3294	CMS	1392.38	FT
9	E 87° 23' E	4.6641	CMS	1273.19	FT
10	W 124° 25' E	3.4900	CMS	1238.04	FT
11	W 124° 25' E	1.3200	CMS	1124.23	FT
12	W 30° 37' W	1.1491	CMS	1239.04	FT
13	W 124° 25' E	1.3200	CMS	1124.23	FT
14	W 46° 35' E	2.3400	CMS	1068.37	FT
15	W 80° 13' E	1.3294	CMS	1392.38	FT
16	W 41° 10' W	1.7927	CMS	1117.08	FT
17	W 31° 39' E	1.3200	CMS	1238.61	FT
18	W 30° 37' W	1.7326	CMS	1244.77	FT
19	W 87° 16' E	1.4838	CMS	1278.04	FT
20	W 124° 16' E	0.9123	CM	100.00	FT
21	W 87° 16' E	1.4838	CMS	1278.04	FT
22	W 80° 45' E	1.3300	CMS	1234.30	FT
23	W 124° 25' E	1.3200	CMS	1124.23	FT
24	W 124° 21' W	1.7326	CMS	1244.77	FT
25	W 124° 25' E	1.4842	CMS	1277.00	FT
26	W 124° 25' E	1.4842	CMS	1277.00	FT
27	W 124° 25' E	1.4842	CMS	1277.00	FT
28	W 124° 25' E	1.4842	CMS	1277.00	FT
29	W 124° 25' E	1.4842	CMS	1277.00	FT
30	W 124° 25' E	1.4842	CMS	1277.00	FT
31	W 124° 25' E	1.4842	CMS	1277.00	FT
32	W 124° 25' E	1.4842	CMS	1277.00	FT
33	W 124° 25' E	1.4842	CMS	1277.00	FT
34	W 124° 25' E	1.4842	CMS	1277.00	FT
35	W 124° 25' E	1.4842	CMS	1277.00	FT
36	W 124° 25' E	1.4842	CMS	1277.00	FT
37	W 124° 25' E	1.4842	CMS	1277.00	FT
38	W 124° 25' E	1.4842	CMS	1277.00	FT
39	W 124° 25' E	1.4842	CMS	1277.00	FT
40	W 124° 25' E	1.4842	CMS	1277.00	FT
41	W 124° 25' E	1.4842	CMS	1277.00	FT
42	W 124° 25' E	1.4842	CMS	1277.00	FT
43	W 124° 25' E	1.4842	CMS	1277.00	FT
44	W 124° 25' E	1.4842	CMS	1277.00	FT
45	W 124° 25' E	1.4842	CMS	1277.00	FT
46	W 124° 25' E	1.4842	CMS	1277.00	FT
47	W 124° 25' E	1.4842	CMS	1277.00	FT
48	W 124° 25' E	1.4842	CMS	1277.00	FT
49	W 124° 25' E	1.4842	CMS	1277.00	FT
50	W 124° 25' E	1.4842	CMS	1277.00	FT
51	W 124° 25' E	1.4842	CMS	1277.00	FT
52	W 124° 25' E	1.4842	CMS	1277.00	FT
53	W 124° 25' E	1.4842	CMS	1277.00	FT
54	W 124° 25' E	1.4842	CMS	1277.00	FT
55	W 124° 25' E	1.4842	CMS	1277.00	FT
56	W 124° 25' E	1.4842	CMS	1277.00	FT
57	W 124° 25' E	1.4842	CMS	1277.00	FT
58	W 124° 25' E	1.4842	CMS	1277.00	FT
59	W 124° 25' E	1.4842	CMS	1277.00	FT
60	W 124° 25' E	1.4842	CMS	1277.00	FT

U. S. SURVEY  
No. 3230 A (Boundaries)  
AND  
3230 B (Subdivision)  
TOWNSITE OF BETHEL, ALASKA

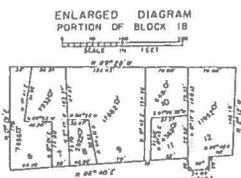
SITUATED  
ON NORTHERLY BANK OF KUSKOKWIM RIVER  
LATITUDE 60° 47' 48.92" N, LONGITUDE 161° 46' 06.24" W,  
AT U. S. LOCATION MONUMENT NO. 3046  
TOTAL AREA U. S. S. No. 3230A--187.95 ACRES  
U. S. S. No. 3046----2.07  
NET AREA--185.88

Surveyed by John M. Short, Cadastral Engineer  
August 28 to September 26, 1952  
under special instructions dated August  
11, 1952 and approved September 3, 1952

U. S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Washington, D. C., January 4, 1954

This plat is strictly conformable to the approved  
field notes, and the survey, having been correctly executed  
in accordance with the requirements of law and regulations  
of this bureau, is hereby accepted

For the Director  
*[Signature]*  
Assistant Chief,  
Division of Cadastral Engineering



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## *Additional Information*

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