

Introduced by: City Manager Foley  
Date: April 22, 2014  
Public Hearing:  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #14-13**

#### **AN ORDINANCE APPROVING THE DISPOSAL OF CITY PROPERTY IN ACCORDANCE WITH 4.08.030, DISPOSAL TO ENTITY PROVIDING NECESSARY PUBLIC SERVICE- YUKON KUSKOKWIM HEALTH CORPORATION, COMMERCIAL LEASE AGREEMENT**

**WHEREAS**, in accordance with BMC 4.08.020 the City Council may dispose any interest in real property by purchase, lease, exchange, transfer, donation or any other method; all disposals not otherwise provide for by law shall be by ordinance enacted by a majority vote of the City Council;

**WHEREAS**, the City of Bethel is owner of property identified as Lots 1&2 City of Bethel Lease Parcels located within Lot 4C, Block 1, City Center Subdivision )Plat No 93-1) and Lot 2, Courthouse Subdivision (Plat No 99-12) situated within Section 8, Township 8 North, Range 71 West, Seward Meridian, Alaska;

**WHEREAS**, the Bethel City Council wishes to dispose of said property in the form of a lease agreement between the City of Bethel and Yukon Kuskokwim Health Corporation for the use of a building currently housing the Phillips Ayagnirvik Treatment Center (PATC);

**WHEREAS**, the lease agreement is made between the two parties from May 1, 2014 and terminates on April 30, 2019 unless earlier terminated or extended in accordance with the terms of the Lease;

**WHEREAS**, with the commencement of this lease agreement, the previous lease agreement dated May 24, 2004 is now terminated and all terms identified in the new lease will take effect;

**WHEREAS**, the Yukon Kuskokwim Health Corporation will pay to the City of Bethel \$300 per month for the use of the land;

**NOW, THEREFORE BE IT ORDAINED**, the City, in consideration of the agreements mentioned herein, disposes of property identified as: Lots 1&2 City of Bethel Lease Parcels located within Lot 4C, Block 1, City Center Subdivision )Plat No 93-1) and Lot 2, Courthouse Subdivision (Plat No 99-12) situated within Section 8, Township 8 North, Range 71 West, Seward Meridian, Alaska, by lease agreement between the City of

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Bethel and the Yukon Kuskokwim Health Corporation for land which houses a building to be used for mental health. The Lease is set to terminate on April 30, 2019.

**SECTION 1. Classification.** This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

**SECTION 2. Authorization.** Pursuant to Bethel Municipal Code 04.08.030(B) Disposal to an Entity Providing Necessary Public Service.

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

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

\_\_\_\_\_  
Joseph A. Klejka, Mayor

ATTEST:

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

## CITY OF BETHEL COMMERCIAL LEASE

This LEASE is made on \_\_\_\_\_ by and between the City of Bethel (“Lessor”) and Yukon Kuskokwim Health Corporation, an Alaska non-profit corporation (“Lessee”) who address is PO Box 528, Bethel, Alaska 99559.

Lessor has agreed to Lease to Lessee a parcel of land more specifically described below in Paragraph 1.

### ARTICLE 1 LEASED PREMISES AND TERM

1.01 Leased Premises. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, a parcel of land situated in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as Lots 1 & 2 City of Bethel Lease Parcels located within Lot 4C, Block 1, City Center Subdivision (Plat No 93-1) and Lot 2, Courthouse Subdivision (Plat No. 99-12) situated within Section 8, Township 8 North, Range 71 West, Seward Meridian, Alaska (containing 0.457 acres more or less), together with all rights, easements, privileges, both subterranean and vertical, and appurtenances attaching or belonging to the described land, but subject to the reservation contained in paragraph 1.02 and the Use and Restriction clause contained in paragraph 4.14 hereof (herein called the “Leased Premises”).

1.02 Reservation of Minerals. All oil, gas, coal, geothermal resources and minerals whatever nature in or under the above-described land are excluded from the Leased Premises and reserved to Lessor; provided, however, that during the term of this Lease, Lessor shall not have the right to enter on the surface of the Leased Premises for the purpose of mining and/or excavating such oil, gas, coal, geothermal resources or minerals.

1.03 Improvements Owned by Lessor. The following described improvements (“Lessor’s Improvements”) are situated on and are part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the Lessor:

All fill, retaining walls, berms, earth contours, pavements, utility pipes and lines and all other at-surface or below-surface improvements situated on the Leased Premises on the date of this Lease.

1.04 Improvements Owned by Lessee. The following described improvements (“Lessee’s Improvements”) are situated on and are part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the Lessee:

Two buildings which currently house the Phillips Ayagnirvik Treatment Center (“PATC Buildings”), including all improvements, appliances and furniture contained in the buildings.

1.05 Lease Term. This Lease shall be and continue in full force and effect for a term of One (1) year commencing on May 1, 2014 and terminating on April 30, 2019 unless earlier terminated in accordance with the terms of this Lease. The Lease may be renewed annually for a maximum of five (5) renewals provided Lessee provides Lessor with written notice of its intent to renew at least thirty (30) days prior to the expiration of the Lease term.

1.06 Termination of Prior Lease. The lease agreement dated May 24, 2004 between Lessor and Lessee is terminated upon execution of this Lease. As partial consideration for entering into this Lease, Lessor and Lessee waive all claims and causes of action against the other arising out of the May 24, 2004 lease agreement, except any claims and causes of action arising out of failure to comply with the requirement to pay rents due and any claims and causes of action that may arise out of failure to arise with this Lease.

## **ARTICLE 2 RENT**

2.01 Rent. Lessee shall pay to Lessor, without deduction and without notice or demand, net of all real property taxes, assessments, rates and other charges required to be paid by Lessee under this Lease with respect to the Leased Premises, Three Hundred Dollars (\$300.00) per month on or before the 1<sup>st</sup> day of each month during the Lease Term. Lessor reserves the right to increase the rent from time to time but no more than once annually. Lessor shall give Lessee a minimum of thirty (30) days advance written notice prior to any rent increase.

## **ARTICLE 3 QUIET ENJOYMENT**

Upon timely payment by Lessee of all rent and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all of its covenants contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through, or under it.

## **ARTICLE 4 LESSEE'S COVENANTS**

4.01 Improvements Required by Law. Lessee, at Lessee's own expense, during the Lease Term and subject to the requirements of this Lease, shall make, build, maintain and repair all fences, sewers, drains, roads, road widening, driveways, sidewalks, water, underground electric and telecommunications lines, curbs, gutters and other installations which may be required by law to be made, built, maintained, or repaired upon, and in connection with, or for use of the Leased Premises or any part of it, and regardless of whether the same were erected by Lessor or in existence at the inception of this Lease. In case any such installations required by law shall be made, built, maintained or repaired by Lessor after giving the required notice provided for in paragraph 4.06, and if Lessee does not complete the required work within the timeframe

provided for in the notice, Lessee shall reimburse Lessor for the actual reasonable costs to cover Lessor's overhead, upon presentation of a bill therefore, as additional rent.

4.02 Construction or Removal of Improvements, Additions and Alterations.

- A. "Significant Work" as used in this section, means all work which (1) involves the excavation, filling, or other alteration of the grade or drainage of the Leased Premises, or (2) involves the construction, demolition, or removal on or from the Leased Premises of any improvement.
- B. Lessee shall not make alterations to the grade or drainage of the Leased Premises without the written approval of the Lessor. Lessor shall not alter the grade or drainage of the adjacent properties such that drainage will flow over or through the Leased Premises of the Lessee.

4.03 Repair and Maintenance. Lessee shall, at Lessee's expense and without notice from Lessor, at all times during the Lease Term, keep all improvements now or hereafter built on the Leased Premises, especially those improvements constructed thereon which are exposed to the view of the public (including but not limited to exterior building walls, windows, doors, fences, signs, landscaping, and yard areas) in good order, condition, maintenance, operability, and repair and of a neat, clean and pleasing appearance to Lessor.

4.04 Snow Removal. Lessee shall be responsible for snow removal on the Leased land.

4.05 Observance of Laws.

- A. Lessee, at all times during the Lease Term, at its own expense, and with all due diligence shall observe and comply with all laws, ordinances, rules and regulations which are now in effect or may later be adopted by any governmental agency, and which may be applicable to the Leased Premises or any improvement on it or any use of it, and shall promptly furnish such evidence of compliance with such laws, ordinances, rules and regulations as Lessor may request from time to time.
- B. In furtherance, and not in limitation, Lessee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee, at its own expense, must clean and restore the Leased Premises to the satisfaction of the Lessor and any governmental body or court having jurisdiction of the matter. However, Lessee shall not be responsible for the clean-up or restoration of the Leased Premises resulting from any discharge, leakage, spillage, emission or pollution to the Leased Premises from surrounding or adjacent premises unless Lessee's actions caused in whole or in part such discharge, leakage, spillage, emission, or pollution, in which case Lessee shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Lessee.

- C. Lessor warrants that at the time of the original Lease between the parties (May 24, 2004), Lessor was not aware of any hazardous or toxic materials on the land at that time.
- D. Lessee agrees to hold harmless Lessor against all liability, cost and expense (including without limitation, any fines, clean-up costs, judgments, litigation costs, and attorneys' fees) incurred by or levied against Lessor as a result of Lessee's breach of this Lease.

4.06 Inspection and Repair by Lessor. Lessee shall repair, maintain and make good all conditions required under the provisions of this Lease to be repaired or maintained within five (5) working days from the date of written notice from Lessor with regard to removal of trash or debris, landscape or yard maintenance, snow removal or cleaning, or parking lot lighting replacement and repair, and thirty (30) days from the date of written notice from Lessor with regard to all other matters. If Lessee refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of the Lessor after written demand, then Lessor, without prejudice to any other right or remedy it has under this Lease or otherwise, may perform such maintenance work or make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's property or Lessee's business by reason of the work or repairs. Upon completion of any such repair or maintenance, and no later than ten (10) days after presentation of a bill therefore, Lessee shall pay as additional rent Lessor's actual costs for making such repairs or performing such maintenance. However, Lessee shall not be responsible for the replacement or repair of any street lights that may illuminate the Premises.

4.07 Waste and Wrongful Use. Lessee shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.

4.08 Setback. Lessee shall observe all setback lines applicable to the Leased Premises and shall not construct or maintain any building or other structure between any street boundary of the Leased Premises and any setback along such boundary, except for fences or walls approved by Lessor.

4.09 Liens. Lessee shall not commit or suffer any act or neglect whereby the Leased Premises or the interest of Lessor or Lessee therein at any time during the Lease Term may become subject to any attachment, execution lien, charge, or other encumbrance, and shall defend, indemnify and hold Lessor harmless against all losses, costs, and expenses, including reasonable attorney's fees, paid or incurred by Lessor in connection therewith.

4.10 Indemnification.

- A. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims arising from (1) Lessee's use of the Leased Premises, or from the conduct of Lessee's business, or from any activity, work or things done, permitted or suffered by Lessee in or about the Leased Premises; (2) any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease; (3) any negligence of Lessee, or any of Lessee's agents, contractors, customers or employees, or

any person claiming by, through or under Lessee; and (4) any accident on or in connection with the Leased Premises, or any fire thereon, or any nuisance made or suffered thereon when and to the extent such claim arises from the negligence of Lessee. Lessee, upon notice from Lessor, shall defend any of the above described claims at Lessee's expense. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises. However, this section does not require Lessee to indemnify, defend and hold harmless Lessor from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's negligence, or the negligence of Lessor's agents, contractors or employees arising from Lessor's activities on the Leased Premises. Lessor shall indemnify, defend, and hold harmless Lessee from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's negligence, or the negligence of Lessor's agents, contractors or employees arising from Lessor's activities on the Leased Premises.

- B. Lessee acknowledges that before entering into this Lease it has fully inspected or been provided with an opportunity to fully inspect the Leased Premises and all documents in the possession of Lessor relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Lessee further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Lessee is as knowledgeable about the physical condition of the Leased Premises as Lessor, and on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Lessee.

4.11 Costs and Expenses of Lessor. Lessee shall forthwith pay to Lessor all costs and expenses, including reasonable attorney's fees, which are (1) paid or incurred by Lessor but are required to be paid by Lessee under any provision of this Lease; (2) paid or incurred by Lessor in enforcing any covenant of Lessee contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, taxes, assessments, or rates; (3) incurred by Lessor in reviewing any matter for which Lessor's approval is sought and in processing such approval under this Lease; or (4) incurred by Lessor in connection with any other action in any respect related to this Lease, the Leased Premises, or Lessee's actions or omissions and the Leased Premises, other than a condemnation action filed by or against Lessee, to and in which Lessor is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Lease shall include but not be limited to all of Lessor's out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided herein, all costs and expenses of Lessor shall be payable by Lessee to Lessor forthwith after mailing or personal delivery of statements therefore to Lessee. Such obligations and interest shall constitute additional rents.

4.12 Surrender of Leased Premises and Improvements. Upon the expiration or termination (including termination resulting from Lessee's breach) of this Lease, Lessee, without further notice, shall deliver to Lessor, possession of the Leased Premises. Lessee's improvements shall remain the property of Lessee. At the expiration or termination of the Lease, or any extended

term thereof, Lessee shall remove, demolish, or otherwise dispose of all Lessee's improvements within two hundred and seventy (270) days of expiration or termination, unless Lessor agrees otherwise, in writing, and shall leave Leased Premises in a clean and cleared condition. In the event of failure or refusal of Lessee to surrender possession of the Leased Premises or to remove Lessee's improvements from the Leased Premises in accordance with this paragraph, Lessor shall have the right to re-enter the Leased Premises and remove therefrom Lessee or any other person, firm or corporation claiming by, through or under Lessee, and to declare abandoned and/or remove Lessee's improvements therefrom, and to obtain damages for trespass from Lessee, including but not limited to the actual costs of removal.

4.13 Holdover: If Lessee remains in possession of the Leased Premises after expiration of the Lease Term without the execution of a new lease or of an extension of this Lease, and in such a manner as to create a valid holdover tenancy, and if no notice of termination has been delivered by Lessor to Lessee, Lessee shall be deemed to occupy the Leased Premises only as a Lessee at will from month-to-month, upon and subject to all of the provisions of this Lease which may be applicable to a month-to-month tenancy, including but not limited to, the provisions of Article 2 and of paragraph 4.12 of this Lease.

4.14 Use and Restrictions. Lessee shall continuously operate a facility available to the general public or which provides a public service. Lessee shall not cease operations on the Leased Premises without prior written notice to the Lessor. If the Leased Premises are not used or remain vacant for a period exceeding ninety (90) days, the leasehold interest shall revert back to Lessor and terminate in accordance with Article 8 of this Lease.

4.15 Utility Services. Lessor shall arrange for its' own utility services and bear all costs for utilities.

4.16 Discrimination Prohibited. Lessee will not discriminate in allowing access to and use of the Leased Premises on the grounds of race, color, religion, national origin, ancestry, marital status, disability, gender, sex, sexual orientation or other legally protected status.

4.17 Underground Conditions and Water Drainage. Lessee has made, or prior to the construction of any improvements on the Leased Premises will make, its own soil tests of the Leased Premises. This Lease is made subject to and without any liability on the part of the Lessor, its agents or employees because of or resulting from any fill or any subsurface or soil condition on the Leased Premises. Lessee shall not drain or discharge water from the Leased Premises onto adjoining land. The Leased Premises shall be graded and drained to cause the discharge of all water on the Leased Premises at a location or locations approved by Lessor, or into an established drainage easement, if any, on the Leased Premises.

## **ARTICLE 5 INSURANCE**

5.01 Liability Insurance. During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep in full force and effect, a policy or policies of general liability and property damage insurance which satisfies the coverage

requirements set by Lessor with respect to the Leased Premises and the business operated by Lessee in which the limit of bodily injury, death, and property damage liability shall be not less than ONE MILLION DOLLARS per occurrence and not less than TWO MILLION DOLLARS in the aggregate, or such higher limits as Lessor may specify; provided, however, that no such limit shall in any way limit Lessee's liability or be construed as a representation of sufficiency to fully protect Lessee or Lessor. The policy or policies purchased pursuant to this paragraph shall name the Lessee as an insured and the Lessor as an additional insured with respect to the Leased Premises and the business operated by Lessee on the Leased Premises. A copy of each policy shall be provided to Lessor within three (3) days of the date this Lease is entered into.

5.02 Policy Provisions: Each policy of comprehensive general liability described above shall:

- A. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff; counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for Lessor, for any person claiming by, through or under Lessor.
- B. Contain no provision relieving the insurer from liability for loss occurring while the hazard to the building and other improvements is increased, whether or not within the knowledge of control of; or because of any breach of warranty or condition or any other act or neglect by Lessor, or any person claiming by, through or under Lessor.
- C. Provide that such policy may not be canceled, whether or not requested by Lessee, unless the insurer first gives not less than thirty (30) days prior written notice thereof to Lessor.
- D. Contain a waiver by the insurer of any right to subrogation to any right of Lessor or Lessee against either of them or against any person claiming by either of them.

## ARTICLE 6 EMINENT DOMAIN

6.01 Permanent Taking.

- A. In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or the determination of the Lessor that all or materially all of the Leased Premises is necessary for a public purpose, this Lease shall terminate on the earlier of vesting of title in, or the taking of possession by the condemner, or the written determination of the Lessor.
- B. If less than materially all of the Leased Premises are taken or if the Lessor determines that it needs less than materially all of the Leased Premises for a public purpose (herein called a "partial taking"), this Lease shall continue in effect except as to the portion so taken or condemned, but the rent to be paid by Lessee shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

6.02 Disposition of Proceeds. Lessor is entitled to all proceeds of condemnation except those proceeds specifically allocated for Lessee's improvements.

6.03 Temporary Taking. If the whole or any part of the Leased Premises or of Lessee's interest under this Lease is taken by any competent authority for its temporary use or occupancy, this Lease shall not terminate by reason thereof and Lessee shall continue to pay all rental payments and other charges payable by Lessee hereunder and to perform all other terms, covenants, and conditions contained herein, except to the extent Lessee is prevented from so doing by the terms of the order of the taking authority. In the event of a temporary taking, Lessee shall be entitled to receive the entire amount of the award and shall be obligated, at its sole expense, to restore the Leased Premises as nearly as may be reasonably possible to the condition in which they existed immediately prior to such taking; provided, however, that if the period of temporary use or occupancy extends beyond the expiration of the Lease Term, the award shall be apportioned between Lessor and Lessee as of said date of expiration, after Lessor shall have received the entire portion of the award attributable to physical damage to the Leased Premises and any improvements thereon and to the restoration thereof to the condition existing immediately prior to the taking or condemnation.

## ARTICLE 7 ASSIGNMENTS AND MORTGAGES

7.01 Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Leased Premises without Lessor's prior written consent. Lessor's consent shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

## ARTICLE 8 TERMINATION, DEFAULT AND DEFEASANCE

8.01 Event of Default: Each of the following events shall be a default by Lessee and a breach of this Lease:

- A. Failure to Continuously Operate a Facility for the General Public. Failure to continuously operate a facility that is available to the general public or specific members of the general public. To be available to the general public does not require that all members of the general public be admitted, only that there be no discrimination in admission based on race, gender, sexual orientation, age or sex. Additionally, continuously operate shall be defined as open and operating regularly scheduled days and hours with no more than ninety (90) calendar days closure during any calendar year.
- B. Failure to Perform Covenants. Abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee or to perform as required or conditioned by any other covenant or condition of this Lease.

- C. Appointment of Receiver. The appointment of a receiver or trustee to take possession of the Leased Premises or improvements or of the Lessee's interest in the leasehold estate or of Lessee's operation on the Leased Premises for any reason, including but not limited to, assignment of benefit of creditors, but not including receivership pursuant to administration of the estate of any deceased or incompetent Lessee.

8.02 Notice and Right to Cure.

- A. Notices. As a precondition to pursuing any remedy for an alleged default by Lessee, Lessor shall, before pursuing any remedy, give notice of default to Lessee.
- B. Method of Giving Notice: Lessor shall give notice of default by either personal service or by first class mail.
- C. Lessee's Right to Cure Default(s): If the alleged default is nonpayment of rent, Lessee shall have thirty (30) days after the notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently cure the default and shall have thirty (60) days after notice is given to complete the cure.

8.03 Non-Waiver: Acceptance by Lessor of any rents shall not be deemed to be a waiver by it of any breach by Lessee of any of its covenants contained in this Lease or of the right of Lessor to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Lessor of any breach by Lessee shall not be deemed to be a waiver of the right of Lessor to declare forfeiture for any other breach or of any other covenant.

8.04 Right of Lessor to Protect Against Default: If Lessee fails to observe or perform any of its covenants contained herein, Lessor, at any time thereafter and with seven (7) days notice, or in the case of a situation deemed by Lessor to constitute an emergency, without notice, shall have the right but not the obligation to observe or perform such covenant for the account and at the expense of Lessee, and shall not be liable to Lessee or anyone claiming by, through, or under it for any loss or damage by reason thereof to the occupancy, business, or property of any of them. All costs and expenses paid or incurred by Lessor in observing or performing such covenant shall constitute additional rents, which Lessee shall forthwith pay to Lessor upon statements therefore.

8.05 Lessor's Remedies: If any default by Lessee shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity or other provisions of this Lease, to which Lessor may resort cumulatively or in the alternative. The election of one remedy for any one default shall not foreclose an election of any other remedy for another default or for the same default at a later time.

- A. Termination in the Event of Default: Lessor may, at Lessor's election, terminate this Lease in the event of default by giving Lessee notice of termination. On the giving of the notice, all Lessees' rights in the Leased Premises shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Leased Premises and all

Improvements not required to be removed, and Lessor may re-enter and take possession of the Leased Premises and all remaining improvements. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or accruing against Lessee, or any other relief available to Lessor.

- B. Recovery of Rent: Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of twelve and a half (12.5%) percent from the due date of each installment.
- C. Lessee's Personal Property: Lessor may, if Lessee fails to remove personal property or Lessee's improvements within the time allowed above, use Lessee's personal property, Lessee's improvements and trade fixtures on the Leased Premises, or any of such property without liability for use or damage, or store them at the sole risk and cost to Lessee.
- D. Damages: Lessor shall also be entitled, at Lessor's election, to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination and the time the Leased premises are relet; (2) the amount, if any, by which the rent under this Lease exceeds the rent under any subsequent Lease upon reletting calculated over the Lease Term; and (3) all administrative, marketing, maintenance, repair, cleaning and similar costs incurred by Lessor.

8.06 Application of Sums Collected by Lessor: Lessor shall apply all proceeds of reletting as follows: first, to the payment of reasonable expenses (including attorney's fees and broker's commissions or both) paid or incurred by or on behalf of Lessor. Second, in recovering possession, placing the Leased Premises and improvements in good condition, and preparing or altering the Leased Premises or improvements for reletting. Third, to the reasonable expenses of securing new lessees. Fourth, to the fulfillment of Lessee's covenants to the end of the Lease term; and finally, to Lessor's uses and purposes.

8.07 Costs: In the event Lessee shall be in default in the performance of any of its obligations under this Lease, and Lessor takes any action to enforce this Lease, including, but not limited to, court action, Lessee shall pay Lessor all the expenses incurred by Lessor in taking such action including full and reasonable attorney's fees.

8.08 Lessee's Right to Terminate Lease. Lessee may terminate this lease by: (1) not exercising its right to renewal as allowed under section 1.05; or (2) if Lessee loses funding for the program being administered at the site of this Lease, Lessee may give Lessor sixty (60) days advance written notice to Lessor of its intent to terminate this Lease. In such event, Lessee shall be responsible for all rents for anytime it is occupying the Premises, even partially and Lessee shall be responsible for rents until such time as the provisions of section 4.12 have been fully complied with.

## ARTICLE 9 GENERAL PROVISIONS

9.01 Lessor's Right to Entry, Inspection and Repair: Lessor may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Lessee or its authorized representative, after giving twenty-four (24) hours advance notice to Lessee of such inspection. To protect the confidentiality of Lessee's clients, Lessor shall take every step possible to not enter without the presence and consent of Lessee except in an emergency or upon agreement by Lessee, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Lessor may enter and inspect the Leased Premises on reasonable notice to Lessee (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Lessee, as may be necessary to avert or terminate the emergency. An emergency is any action, event or condition, either extant or imminent, that threatens significant damage to property or injury to persons on or near the Leased Premises, and includes, but is not limited to, flood, fire, explosion, uncontrolled dangerous discharge or release of water or fluids, or the unauthorized or illegal placement of hazardous or toxic materials on Leased Premises. The provisions of this paragraph apply to Lessor solely in its capacity as Lessor hereunder and not in any other capacity.

9.02 Notices. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by facsimile, email (with a hard copy mailed first class) or mailed and addressed to the respective parties as follows:

**To Lessor:**

Lee Foley, City Manager  
P.O. Box 1388  
Bethel, Alaska 99559  
Fax: (907) 543-1394

**To Lessee:**

Yukon Kuskokwim Health Corporation  
Attn: Robert Blackwell, Contracting Manager  
PO Box 528  
Bethel AK 99559-0528

9.03 Covenants and Conditions. Every provision in this Lease which imposes an obligation upon Lessee or invests an option, power, or right in Lessor shall be deemed to be a covenant of Lessee in favor of Lessor, and the time of observance and performance by Lessee of each such covenant shall be of the essence. Full and faithful observance and performance by Lessee of each of its covenants contained in this Lease shall be a condition of this Lease.

9.04 Integration and Amendments. Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of Lessor and Lessee with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. No amendment or other modification of the provisions of this Lease

shall be effective unless incorporated in a written instrument duly executed and acknowledged by Lessor and Lessee.

9.05 Survival and Severability: If any provision of this Lease shall be deemed to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, other than at the initiative or with the support of Lessor, within thirty (30) days of receipt of written notice of such holding, Lessor shall have the right and option, exercisable by written notice thereof to Lessee, to terminate this Lease effective as of the date of such written notice of exercise. It is understood and agreed that otherwise this Lease, except for such provision so held to be void or otherwise unenforceable, shall remain in full force and effect.

9.06 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. The designations "Lessor" and "Lessee" include their respective successors and assigns and shall be so construed that the use of the singular includes the plural number, and vice versa, and the use of any gender include the other genders. If at any time during the Lease Term Lessee is more than one person or entity, including persons who are partners and operate Lessee as a partnership, their liability thereunder shall be joint and several.

9.07 Lessor's Authority to Convey Fee Title. Lessor retains the absolute and unconditional right to convey fee title in the Leased Premises or an interest or estate therein, subject to this Lease and the interest of any Qualified Mortgagee.

9.08 Lessee's Authority to Execute Lease. The Lessee represents that the person signing this Lease on its behalf has been duly authorized by Lessee's Board of Directors to sign this Lease on behalf of the Lessee.

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

9.10 Execution and Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

9.11 Governing Law/Construction: This Lease shall be construed and governed by the laws of the State of Alaska. This Lease was negotiated between the parties and shall not be strictly construed against either party. In the event that a question, dispute, or requirements for interpretation or construction shall arise with respect to this Lease, jurisdiction and venue shall lie exclusively with the Bethel Court in the Fourth Judicial District at Bethel, Alaska.

9.12 Waiver of Sovereign Immunity. Lessee expressly waives, relinquishes, and promises not to assert as a defense its sovereign immunity or any other form of immunity for the purpose of enforcing this Lease. Lessee's relinquishment and waiver herein is limited to the sole purpose set forth in the preceding sentence.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and acknowledged this Lease.

[Remainder of this page intentionally left blank]

DATED: \_\_\_\_\_

CITY OF BETHEL - LESSOR

BY: \_\_\_\_\_

Lee M. Foley  
City Manager

DATED: \_\_\_\_\_

LESSEE – YUKON KUSKOWKIM  
HEALTH CORPORATION

BY: \_\_\_\_\_



# City of Bethel Action Memorandum

Action memorandum No.	14-32		
Date action introduced:	4-22-2014	Introduced by:	Mayor Klejka
Date action taken:		<input checked="" type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
Confirmed by:			

**SUBJECT/ACTION:**

Approval of Mayor Klejka's Appointment of Eddie Stanley to the Energy Committee.

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

Attachment(s): Application

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required. Affected account number:	

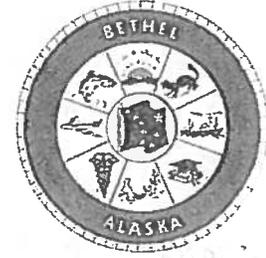
*Action memorandum 14-32 is sponsored by Mayor Klejka on behalf of the City Clerk.*

*Mr. Stanley has submitted an application for appointment to the Energy Committee which currently has three vacancies. If appointed he will fill a three year term ending December 31, 2017.*

*Upon review by the City Clerk's Office, Mr. Stanley's application meets the requirements provide in the Bethel Municipal Code.*



Office of the City Clerk  
City of Bethel  
300 State Highway  
Bethel, AK 99559-1388  
Phone: (907)-543-1384  
Fax: (907)-543-3817



APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

Committee(s)/Commission(s) of interest:

- Energy Committee
- Parks and Recreation Committee
- Finance Committee
- Public Works Committee
- Port Commission
- Public Safety and Transportation Commission
- Planning Commission

All Planning Commissioners are required to provide a Financial Disclosure Statement to the City Clerk's Office within 30 days of appointment. Commissioners are also required to update those statements only when changes occur that would require an amendment to their statement.

NAME: Eddie Stawley

MAILING ADDRESS: Box

RESIDENCE ADDRESS:

HOME PHONE: (907) 543 -

WORK PHONE: 545 -

CELL PHONE: 545 -

E-MAIL: #

OCCUPATION: Electrical Contractor

EMPLOYER: Eddie's Electric

1. Do you (or an immediate family member) currently own or operate a business in the City of Bethel?  
If so please provide the name and the type of business.

Yes Eddie's Electric  
Electrical Contractor

2. Are you (or an immediate family member) a member of a board of directors, officer of, or hold a management position with, an organization that has financial dealings of one thousand dollars or more in value with the city of Bethel? If so please provide the name and the type of business.

YES, I do most of the city's electrical work  
occasionally over 1000\$

3. Do you currently have a direct or indirect financial or business interest with the City of Bethel, to include contracting, leaseholder, employee? If so please provide the name and the type of business.

NO current contract, BUT I get called AVERAGE 3 times  
A week For Troubleshooting electrical problems

4. Are you a resident of the City of Bethel?  Yes  No If so, for how long?

5. Does your schedule permit you to regularly attend required meetings:  Yes  No

I understand that this is a voluntary, appointed position to be confirmed by the Bethel City Council. I further understand that this application is public information and the merits of my appointment may be discussed at a public forum. In addition, my name may be published in a newspaper or other media outlet.

I have read Chapter 2.05 of the Bethel Municipal Code regarding Responsibilities of city council members, municipal officers, appointed officials and employees-conflict of interest. I agree to comply with the code and understand that my tenure as a commission/committee member requires such compliance.

I certify that the information in this application is true and accurate.

Signature of Applicant:

 Date: 4-3-2014

FOR OFFICE USE ONLY

Date Received: 4-3-2013.

Date of Council Approval:

Action Memorandum Number: 14-32

Date Applicant Notified:

Term Expiration:

Registered voter of the City  Yes  No

# City of Bethel Action Memorandum

Action memorandum No.	14-33		
Date action introduced:	April 22, 2014	Introduced by:	Council Member Pike
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Directing the City Clerk's Office to Develop and Maintain a Bethel City Council Facebook Page.

SUBJECT/ACTION:

Route to Department/Individual	Initials	Remarks
Legal/Patty Burley		

**Attachment(s):**

Social Media Policy

Amount of fiscal impact	Description	Account information
Salary for Staff Time	The time necessary to administer the page is not yet known but a reasonable estimate would be one hour a week.	10-52-501

**Summary statement**

The City Council is interested in building a stronger social connection to the citizens of Bethel. One mechanism in making this connection would be through the widely used Social Media outlets, specifically Facebook, which is already utilized by many community members.

The purpose of the City Council Facebook would be to provide updates on Council plans, programs, actions and accomplishments through a fact basis, and to draw constructive feedback from the Council's constituents. The City of Bethel Website will always be the primary location for the Council's information however Facebook will be utilized as a tool to reach more of the Council's constituents and route these constituents to the City's page to get more details regarding City business.

The City Clerk's office would be the administrator of the Facebook page, checking the page during the work week on a daily or every other day basis and will be responsible for posting information related to city council business.

The Facebook page would be an avenue for the Council to review/read what members of the community are saying. The City's Facebook page will not be a place for individual council members to respond; it will be specifically focused for community feedback. If council members do respond it may open the City up to an Open Meetings Act Violation which must be avoided.

## City of Bethel Action Memorandum

Action memorandum No.	14-33		
Date action introduced:	April 22, 2014	Introduced by:	Council Member Pike
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Additionally, members of city boards and commissions will be advised to not post comments on the page.

If members of the Council would like a specific item posted to the Site, they may provide, in writing their request to the City Clerk's Office, and the City Clerk's Office at their sole discretion, or by direction of a majority of the Council at a publicly noticed meeting, will provide the post.

The Council must realize, when launched, the Facebook page will not be the top priority of the City Clerk's Office however the City Clerk will insure the page is never "stale" with outdated information. The City Clerk will use good judgment when determining what will be posted and how responses will be made to the posts from community members. The City Clerk's Office will also use best judgment in cases where posts and individuals will be deleted from the page.

The City Clerk's Office will follow the guidelines provided in the attached Social Media Policy when administering the site.

## **Purpose.**

1. Social Media (defined here as the use of third party hosted online technologies that facilitate social interaction and dialogue) provides alternative ways for the City of Bethel to share information with a broader audience. Social Media includes social networking sites like MySpace and Facebook, micro-blogging tools such as Twitter and audio-visual networking sites such as YouTube. The City encourages the use of social media to further the goals of the city and the missions of its departments, where appropriate.
2. The city has an overriding interest and expectation in deciding what is "spoken" on behalf of the city on social media sites. This policy establishes guidelines for the use of social media.

## **General.**

1. All city social media sites posted by departments must have prior approval by the city manager after a recommendation is made by the Social Media Administrative Committee (Committee). The request for approval shall contain:
  - a. What Social Media site the department is interested in launching.
  - b. The reason or need behind the department-or program's dedicated site versus relying on the City-wide site or the City's website.
  - c. The department staff member who will be the primary administrator of the site as well as a back-up administrator who will maintain the site in the absence of the primary administrator.
  - d. How much time the administrator/back-up administrator can dedicate to the site each week.
  - e. How the department will file the posts to the site in a traceable method that conforms to the City's records retention schedule.
2. The city's website will remain the city's primary and predominant Internet presence.
  - a. The best, most appropriate city uses of social media tools fall generally into two categories:
    - i. As channels for disseminating time-sensitive information as quickly as possible (example: emergency information).
    - ii. As marketing/promotional channels which increase the city's ability to broadcast its message to the widest possible audience.

b. Wherever possible, content posted to city social media sites will also be available on the city's website.

c. Wherever possible, content posted to city social media sites should contain links directing users back to the city's official website for in-depth information, forms, documents or online services necessary to conduct business with the city.

d. Content or comments posted to a Social Media site by a city employee shall be fact based and City of Bethel business related. No personal opinions may be expressed on behalf of the City by any employee on any Social Media site whether City of personal.

3. As is the case for the city's website, departmental staff will be responsible for the content and upkeep of any social media sites their department may create.

a. Individuals should be honest, straightforward and respectful while being mindful of the need to maintain confidentiality and privacy when appropriate. Site users should be sure to that efforts to be honest don't result in sharing non-public information.

b. If mistakes are made on the site, they should correct it as soon as they are aware of the error. Corrections should be upfront and as timely as possible. If the individual is correcting a blog entry, the author may choose to modify an earlier post, but make it clear the posting has been corrected.

c. All correspondence related to the City's Social Media page from the administrator must be done on the City's Social Media page. Liking other sites or responding through a third party site is not permitted.

d. Employees who are contacted by the media through Social Media should direct the media representative to the appropriate city personnel.

4. All city social media sites shall comply with all appropriate city policies and standards and shall mirror the City's look and feel or "branding standards."

5. City social media sites are subject to the Alaska Public Records Act.

a. Any content maintained in a social media format that is related to city business, including a list of subscribers and posted communication, is a public record.

b. The department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media.

c. Content related to city business shall be maintained in an accessible format and so that it can be produced in response to a request (see the city Facebook policy).

d. Wherever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.

e. Users shall be notified that public disclosure requests must be directed to the assigned departmental employee.

6. City records retention schedules apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, the department maintaining a site shall preserve records required to be maintained pursuant to relevant records retention schedules for the required retention period on a city server in a format that preserves the integrity of the original record and is easily accessible.

7. Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between city departments and members of the public. City social media site articles and comments containing any of the following forms of content shall not be allowed:

a. Comments not topically related to the particular social medium article being commented upon;

b. Comments in support of or opposition to political campaigns or ballot measures;

c. Profane language or content;

d. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;

e. Sexual content or links to sexual content;

f. Solicitations of commerce;

g. Conduct or encouragement of illegal activity;

h. Information that may tend to compromise the safety or security of the public or public systems; or

i. Content that violates a legal ownership interest of any other party;

- j. Pictures of anyone without the prior written consent from the individual.
8. The city reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.
  9. If at any time the committee feels a department's Social Media site is not being monitored in accordance with this policy and the City's standard, the Committee may make a recommendation to the city manager to require the site be removed from public view or erased completely.

### **Administration of City of Bethel Social Media Sites.**

1. The IT Department will maintain a list of all city of Bethel social media sites, including login and password information. Assigned department employees will inform IT of any changes to existing Social Media sites.
2. The city must be able to immediately edit or remove content from social media sites.

### **Policies and Guidelines.**

For each social media tool approved for use by the city the following documentation will be developed and adopted:

1. Operational and use guidelines;
2. Standards and processes for managing accounts on social media sites;
3. City and departmental branding standards;
4. Enterprise-wide design standards;
5. Standards for the administration of social media sites.

### **Use by Elected/Appointed Officials.**

Members of the City Council, Boards and Commissions must not engage in an exchange or discussion of matters that foreseeably may come before them for official action. The use of such an electronic means of posting one's comments and the inherent availability of other participants or contributors to act as liaisons would create an environment that could easily become a forum for members of a board or commission to discuss official issues which should more appropriately be conducted at a publicly noticed meeting in compliance with the Open Meetings Act. It is incumbent upon the City Council, and the boards and commission members to avoid any action that could be construed as an attempt to evade the requirements of the law.

## **Disciplinary Action.**

If any portion of this policy is violated by City employees, the Department Head, City Manager, or Council when appropriate must take the necessary disciplinary actions up to and including termination of employment.

## **Facebook standard policy.**

A. Purpose. Facebook is a social networking site. Businesses and governments have joined individuals in using Facebook to promote activities, programs, projects and events. This standard is designed for city departments looking to drive traffic to the city's website and to inform more people about city activities. These standards should be used in conjunction with the city's social media use policy. As Facebook changes these standards may be updated as needed.

B. Establishing a Page. When a department determines it has a business need for a Facebook account, it will submit a written request to the city manager. Once approved, the Social Media Committee will create the boilerplate business page for the department. Applications, such as clip art, video links and audio links are not to be added to a city Facebook site without approval by the Committee. All city provided branding images must meet city branding standards.

### C. Content.

#### 1. Type of Pages.

a. The city will create "pages" in Facebook, not "groups." Facebook pages offer distinct advantages including greater visibility, customization and measurability.

b. For "type" description, choose "government."

#### 2. Boilerplate.

a. The Committee will standardize and provide the Facebook page's image, consisting of a picture and the city's logo.

b. Departments will include a mission introduction on the Wall page and send users first to the Wall to connect them to the freshest content. Boilerplate policy text regarding public disclosure and comments will be created using the Facebook Markup Language (FBML) static page application. A city boilerplate sentence should follow the department/program description:

(Insert department) is a department of the city of Bethel, [www.cityofbethel.org](http://www.cityofbethel.org). This site is intended to serve as a mechanism for communication between the public and [department] on the listed topics. Any comments submitted to this

page and its list of fans are public records subject to disclosure pursuant to the Public Records Act. Public records requests must be directed to the (insert department) records manager.

3. If comments are turned on, the Wall page should include a link to a comment policy tab with the following disclaimer:

Comments posted to this page will be monitored. The city reserves the right to remove inappropriate comments including those that have obscene language or sexual content, threaten or defame any person or organization, violate the legal ownership interest of another party, support or oppose political candidates or ballot propositions, promote illegal activity, promote commercial services or products or are not topically related to the particular posting.

4. Link to the City.

- a. A link to [www.cityofbethel.org](http://www.cityofbethel.org) will be included on the Info page.
- b. City department and project pages should be page "favorites" of other city Facebook pages.

5. Page Naming.

- a. Page name should be descriptive of the department.
- b. Departments will choose carefully with consideration for abbreviations, slang iterations, etc.
- c. The Committee will approve proposed names.

6. Page Administrators.

- a. A successful page requires "babysitting" by the designated department employee responsible for monitoring the Facebook page. Posts should be approved by the employee designated as the administrator of the site or a designated back-up administrator.
- b. The designated employee is responsible for making sure content is not stale. Departments will designate a back-up administrator in the employee's absence.

7. Comments and Discussion Boards.

- a. Comments to the Wall will be allowed.
- b. Discussion boards should be turned off.

## 8. Style.

- a. City Facebook pages will be based on a template that includes consistent city branding. The Committee will provide departments with the template.
- b. Departments will use proper grammar and standard AP style, avoiding jargon and abbreviations. Facebook is more casual than most other communication tools but still represents the city at all times.

## 9. Applications.

- a. There are thousands of Facebook applications. Common applications can allow users to stream video and music, post photos, and view and subscribe to Rich Site Summary (RSS) feeds. While some may be useful to the page's mission, they can cause clutter and security risks.
- b. An application should not be used unless it serves a business purpose, adds to the user experience, comes from a trusted source and is approved by the Committee.
- c. An application may be removed at any time if there is significant reason to think it is causing a security breach or spreading viruses.

## D. Archive.

1. Each Facebook page will be set up in conjunction with an designated city email account established and maintained by the IT Department.
2. Content that cannot be retrieved from Facebook via the Application Programming Interface (API) and needs to be retained as a record must be printed and maintained according to the city records retention policy.



# City of Bethel Action Memorandum

Action memorandum No.	14-34		
Date action introduced:	April 22, 2014	Introduced by:	Mayor Klejka
Date action taken:		<input checked="" type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
Confirmed by:			

*Approve City Clerk's Personal Time Off request for July 11 through July 19 and July 30 through August 5, 2014.*

SUBJECT/ACTION:

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

Attachment(s):

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for	
	Funds are not budgeted. Budget modification is required. Affected account number:	

The City Clerk is requesting personal time off, of which, enough time has been accrued.

It is the intent of the City Clerk's Office, to have an individual hired and training to perform all of the necessary functions of the Assistant City Clerk position in advance of the requested leave. If that is not the case, the City Clerk's Office will work with Administration to make sure the primary functions of the office can be covered in the absence of the City Clerk.

The leave requested is not during the time of a regularly scheduled city council meeting however, absentee in-person voting does begin on the 5<sup>th</sup> of August (the last day of requested leave). The City Clerk's Office will make sure, a trained election official, most likely the Assistant City Clerk, is available to provide ballots to voters on that day.



# City of Bethel Action Memorandum

Action memorandum No.	14-35		
Date action introduced:	April 22, 2014	Introduced by:	Mayor Klejka
Date action taken:		<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Direction Administration To Begin Reaching Out To Entities And Property Owners In And Around The Proposed Roadway Around H Marker Lake.

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

Attachment(s):

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for	
	Funds are not budgeted. Budget modification is required. Affected account number:	

The City Administration has identified a route connecting Chief Eddie Hoffman Highway to Tundra Ridge by way of a road around H-Marker Lake. The approximate cost for the 3,065 foot roadway is between \$877,000 and \$1.8 Million according to the White Papers drafted by Administration and submitted to the Council on March 11, 2014.

To move forward with possible construction on this project, the Administration should contact entities that would play a role in approval/permitting of the project, such as the Environmental Protection Agency, the Department of Environmental Conservation, Bureau of Indian Affairs, Army Corps of Engineers and any others. The administration should also reach out to the property owners of the impacted areas to establish cost estimates associated with the purchasing of the land and easements.



# City of Bethel Action Memorandum

Action memorandum No.	14-36		
Date action introduced:	April 22, 2014	Introduced by:	Mayor Klejka
Date action taken:		<input checked="" type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
Confirmed by:			

Direct Administration To Release An RFP For The Removal Of Metal From The City Dump.

SUBJECT/ACTION:

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

Attachment(s):

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for	
	Funds are not budgeted. Budget modification is required. Affected account number:	

The City of Bethel owns and operates a permitted landfill encompassing approximately 17 acres in the northeast part of Bethel, Alaska. With a vested interest in extending the life of the landfill, the City should consider all options in minimizing the amount of waste collected and retained in the landfill.

There is potential for companies to make money on the accumulated automobiles, heavy equipment, water and fuel tanks, and large appliances taken to the dump by backhauling these items to Anchorage or Seattle for scrap sales as profit to the company handling the items.

To facilitate a contract between a company for backhauling of said items, the Council directs the Administration to begin the RFP process with the intent to have a contract in place for the coming summer months.



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*Bethel City Council*

*Office of the Mayor*

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# **Mayor's Report**



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*Bethel City Council*

*Office of the City Manager*

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# **Manager's Report**



# CITY OF BETHEL

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



April 15, 2014

**From:** Lee M. Foley, City Manager

**To:** Bethel City Council

-

**Info:** Lori Strickler, City Clerk  
Patty Burley, City Attorney

**Subj:** City Manager's Report

Listed below are some of the action items and activities that I've been working on, and involved in, for the period April 1-15, 2014.

## CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

### **Projects:**

- **YK Aquatic Center** - Regular weekly teleconference meetings between the Project Management Team and City Administration are held each Friday at 9:00 a.m. The following items are germane:
  - (1) Work on the wind turbine continues with the tensioning of the anchor bolts and installation of the grounding system. The turbine systems include a "smartview" configuration that allows the manufacturer to monitor and access performance data remotely via the internet.
  - (2) The water main connection is completed and HVAC hoods are being installed.
  - (3) Electrical rough-in is ongoing and boiler room plumbing installation is in progress.
  - (4) Spot patching and interior painting is progressing satisfactorily.
  - (5) The leaks identified in the first water test of the spa have been fixed and a new 6-day water test is set to commence.
  - (6) ProDev is moving forward in discussions with the potential firm to manage and operate the pool.
  - (7) John Sargent and ProDev are coordinating efforts to facilitate delivery of FF&E items to Bethel for installation.

- **Institutional Corridor** – The well that was drilled at the City Sub Water Treatment Plant to support this project was unable to produce the required gallons per minute. Thus, the contractor has shut down his operations and the City will develop and issue new RFP's for another well to be attempted and for connection of the piping once a satisfactory well is in place. The redacted contract for pipe connection that the Council approved at their last meeting was declared null and void and the contractor was so notified.

**Miscellaneous:**

- **CBA Negotiations** – The bargaining teams for the City and the Union met for constructive discussion on April 14-15. A briefing of those proceedings will be provided to Council via separate cover. Both parties are due to reconvene on May 5-6 to continue negotiations.
- **Sewer Lagoon** – The Administration has provided Representative Herron and Senator Hoffinan with a structural report and cost estimate to fix the sheet pile and discharge platform. They are working the issue as an emergency requiring immediate funding.
- **Personnel** –
  - (1) **Public Works:** The top two (2) candidates for the Public Works Director position were scheduled to be interviewed, but declined, citing ongoing turmoil in the City noted on Google and other sources. The number one candidate, after declining, accepted the same position in another Alaska city and stated that their stability, continuity, and non-disruptive environment were key factors in his acceptance. We are still accepting and reviewing applications.
  - (2) **Police Department:** One candidate for the Police Chief position is being scheduled for a Skype interview for the week of April 21-25.
- **Electrical Utility** – The City Attorney and I are working with AVEC personnel to facilitate and smooth the transfer administratively from BUC to AVEC on, or about, May 7, 2014.

Thank you.

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*Bethel City Council*

*Office of the City Manager*

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# **Management Team Reports**





**March 2014**  
**Parks & Recreation 4-H Department**  
**Management Report**

Department Goal: Plan & prep for the rest of school year  
 # of Operating Days: 21

Participation Use #s

Division	Number
4-H Afterschool Participation	759
Teen Time Participation	116
After School Snack	591
Teen Dinners	65

**Director:**

- Staffing: Issues/Concerns
- City of Bethel Budget/Financial
  - Coordinating how many people I can send to Fairbanks and the send Ricky to the Certified Playground Safety Inspector exam.
- Cooperative Extension 4-H Budget/Financial
  - I am learning the UAF process for doing travel forms correctly. I did travel for myself and Ricky for Fairbanks and for Matt for Western Region Leaders Forum Montana.
- Non-Credit activities instructing (3.2)
  - I gave a workshop "Building a 4-H Leader's Toolbox" about the tools that Leaders have naturally and how to use the tool of 4-H curriculum. I had about 10 participants from around the state. I did not do an evaluation of the workshop but the verbal feedback was positive.
- Instructional activities arranging (3.3)
  - I am coordinating with Ayo with Nicotine control to see how we can help with the Kick Butts Campaign this month.
- Committee/Conference/Meeting participation (4.7)
  - NO Parks & Recreation Committee meeting this month
  - Attended the Alaska 4-H Leaders forum with all of the staff, one volunteer and one teen.
  - I participated in a volunteerism eConference on 3/20/14 the class was "Developing and communicating clearly defined roles for volunteers" presented by National 4-H for 4-H professionals.
  - I participated in the second part of a volunteerism eConference on 3/27/14 the classes were "Special Interest Clubs", "Teens As Teachers", "Putting It All Together, a



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report on the VEAR (Volunteer Engagement & Activation Resources) Pilot projects" presented by National 4-H for 4-H professionals. I plan on watching for the recorded class of "Recruiting Strategies for Diverse Volunteers" that was cancelled, to come out so I can take it as well.

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- Presentation to groups, agencies, organizations (5.1.1)
  - I Presented along with the staff "A successful partnership-the history of the Bethel Parks & Recreation 4-H Partnership"
- Face to face consultations/contacts (5.1.2)
  - I had staff participate as a vendor at CAMAI festival Friday 21<sup>st</sup> only. We sold Bethel First 100 Years Book and the Bethel 50<sup>th</sup> Anniversary Coins.
  - I met with Trevor Stoops Executive Director of ACT (Alaska Children's Trust), Lisa Wimmer ACT board member, Cynthia Erikson Tanana 4-H, Paul O'Brien Drew's Foundation.
- Phone/email Consultations (5.1.2a)
- Popular media newspaper/magazine articles (5.1.3)
- Publications- DVDs, web modules and website (5.1.4)
- Publications-Journal articles not from original research (5.1.5)
- TV/radio (5.1.6)
- Outreach activities led by community volunteers (5.1.7)
- Grants
- Planning
  - Ricky and I did a park check drive and looked at parks that would be good to consider for the dog park.
- Thank You/Kudos
- Next Month Plan/Goal-April
  - Smoke free parks event, Saturday 19
  - Bethel's Got Teen Talent, Wednesday 23
  - Afterschool Club awards and family dinner, Friday 25
  - Prepare for summer program

**Program Aide:**

- Arts & Crafts Plan.
  - Help planned in making toilet paper roll owls.
- Arts & Crafts Completed Projects
  - We finished the toilet paper owls. Made Book marks. Made Piñatas. Hand prints on the wall. The 4-H day where they learn the history of 4-H. Made snowflakes. Popsicle stick catapult. St. Patrick's Day brain games.
- Kids Who Participated (#)
  - All Students



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- Teen Time Plan
  - Ice Breakers. Game Console Day. Dodge ball. Community Service Project.
- Kids Who Participated (#)
  - All Students
- Thank You/Kudos
  - Tesslyn Roe
  - Tanana Girls
- Project Financial Summary (Use If Applicable To Your Project)
  - Total Income From Project \$
  - Cost Of Materials/Supplies \$ 43.38
- Next Month Plan/Goal
  - Take the kids to Pinky's park at least once a week

**Pt Rec. Aide:**

- Snack Bar Inventory
  - Still using Inventory from February.
- Thank You/Kudos
  - Last 2 weeks of March I think handling the kids has been really good. I think all the staff at the time, Branden, Maya, Tesslyn, Matt I think we all worked together really well and we handled situations well together. I would say thanks to all the staff for working together well.
- Program Assistance
  - Planned Activities, Helped with kids, Did pledge, Snack Bar, Money management, Organization and cleanliness of the building, Kid control, Checking kids in and out.



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Pictures

- Pictures of You with Your 4-H Project, Participating In 4-H Activities or Receiving Recognition, Or Results of Your 4-H Work. Caption Each Photograph With An Explanation Of The Picture.



Cynthia Erikson from Tanana 4-H



Ashley, Eden & Maya (JV) with Mary (JV) from Sitka perform the cup song at the Leaders Forum Talent Show.

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*Bethel City Council*

*Office of the City Clerk*

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# **Clerk's Report**





# City of Bethel, Alaska

City Clerk's Office

**To:** City Council  
**From:** Lori Strickler  
**Subject:** Clerk's Report

## **Upcoming Council Events:**

**May 1, 2014 Special City Council Meeting**  
**May 8, 2014 Special City Council Meeting**  
**May 13, 2014 Regular City Council Meeting**  
**May 15, 2014 Special City Council Meeting**  
**May 22, 2014 Special City Council Meeting**  
**May 27, 2014 Regular City Council Meeting**  
**May 29, 2014 Special City Council Meeting**

## **Miscellaneous**

The City Clerk's Office is reviewing the modifications to BMC Title 3 as they are provided by the City Attorney.

Reviewed the draft amendments to Title 13.08 for sewer services, prepared by the City Attorney.

Drafted Ord. 14-12 Amending BMC 13.16 Utility Rates. A meeting was held with the City Manager, Finance Director, Asst. Finance Director, Acting Public Works Director and City Attorney to go over this ordinance in detail.

Drafted Ord. 14-13 Property Disposal, Lease YKHC.  
Drafted AMs 14-32, 14-33, 14-34, 14-35, and 14-36.

The City Clerk's Office finalized the draft Social Media Policy which will go into effect within the coming week.

A Laserpich training was provided to City staff on April 14, 2014 with more trainings to follow throughout the month.

Working on updating the City of Bethel website.

Reviewing applications for the Part-time Temporary, Assistant to the City Clerk position. The City Clerk's Office hopes to conduct interviews within the month for this position.

The City Clerk's Office has received an unusually high number of public requests for information which we are working on processing.

# **Additional Information**

