



City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-4171

Regular City Council Meeting

April 23, 2013

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
April 23, 2013-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

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

Gene Peltola Jr.
Vice-Mayor
Term Expires 2013
543-3151
gpeltola@cityofbethel.net

Rick Robb
Council Member
Term Expires 2013
543-1879
rrobb@cityofbethel.net

Mary Sattler
Council Member
Term Expires 2013
545-4954
msattler@cityofbethel.net

Mark Springer
Council Member
Term Expires 2013
545-1450
mspringer@cityofbethel.net

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

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

Lee Foley
City Manager
543-2047
lfoley@cityofbethel.net

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

Patty Burley
City Attorney
543-2047
pburley@cityofbethel.net

Paul Richards
Lobbyist
paul_richards@gci.net

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
 - a) P3*03-26-2013 Regular City Council Meeting Minutes
 - b) P11 *04-03-2013 Special City Council Meeting Minutes
 - c) P15 *04-08-2013 Special City Council Meeting Minutes
 - d) P19 *04-09-2013 Regular City Council Meeting Minutes
- VII. REPORTS OF STANDING COMMITTEES**
 - a) Port Commission
 - b) Planning Commission
 - c) Finance Committee
 - d) Public Works Committee
 - e) Energy Committee
 - f) Parks And Recreation Committee
 - g) Public Safety And Transportation Commission
- VIII. SPECIAL ORDERS OF BUSINESS**
 - a) P43 City of Bethel Water and Sewer Utilities Cost Analysis and Rate Study Presentation By CH2MHill, Kurt Playstead (City Manager Foley)
- IX. UNFINISHED BUSINESS**
 - a) P83 Public Hearing Of Ordinance 13-10: Providing For The Acquisition Of Land Block 7, Lots 7 Through 17, Through Lease Termination With The State Of Alaska Department Of Military And Veterans Affairs (City Manager Foley)
 - b) P103 Public Hearing Of Ordinance 13-11: Providing For The Disposal Of Land, Block 7, Lots 7, 8, 16 and 17 To The Lower Kuskokwim School District (City Manager Foley)
 - c) P133 Public Hearing Of Budget Ordinance 13-12: An Ordinance Establishing A City Of Bethel Budget For Fiscal Year 2013-2014 Beginning July 1, 2013 (City Manager Foley)

Agenda posted on April 17, 2013, at City Hall, AC Co., Swansons, and the Post Office.

Lori Strickler, City Clerk's Office

(Items on the agenda noted with an asterisk (*) are considered the consent agenda.

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.

Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing May 14, 2013**)



**City Council Meeting Agenda
Regularly Scheduled Meeting
April 23, 2013-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

x. NEW BUSINESS

- a) P141 *Resolution 13-09: Affirming the City's Legal Authority To Develop Parks And Recreation Facilities And Authorizing The City's 2013 Land And Water Fund Application (City Manager Foley)
- b) P143 AM 13-11: Accepting The Amended Facilities Use Agreement Between The City Of Bethel And Crowley Marine Services, INC. To Include The South Tank Farm (Port Commission)
- c) P163 AM 13-12: Authorizing The City Manager To Enter Into A Contractual Agreement With Salzbrun Services and Drilling Inc. For Repair Of The City Shop Floor (City Manager Foley)

XI. MAYOR'S REPORT

XII. MANAGER'S REPORT

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

XV. ADJOURNMENT

Agenda posted on April 17, 2013, at City Hall, AC Co., Swansons, and the Post Office.

Lori Strickler, City Clerk's Office

(Items on the agenda noted with an asterisk (*) are considered the consent agenda.

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.

Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing May 14, 2013**)

Approval of the Minutes

City of Bethel City Council Meeting Minutes

March 26, 2013

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on March 26, 2013 at 6:30pm, at the City Council Chambers, Bethel, Alaska.

Mayor Joseph Klejka called the meeting to order.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: Council Member Mary Sattler
Council Member Mark Springer
Council Member Rick Robb
Council Member Eric Whitney
Council Member Sharon Sigmon

ABSENT: Council Member Gene Jr. Peltola
Council Member Joseph Klejka

STAFF: City Clerk Lori Strickler
City Manager Lee Foley

IV. PEOPLE TO BE HEARD

Gladus Jung Sixth Grade Council introduced themselves to Council.

Gary Baldwin, Superintendent for the lower Kuskokwim School District - Requested the Council consider the transfer of the land located under the Army National Guard Armory Building for a nominal fee to LKSD. Additionally, LKSD is interested in purchasing the building from the Army National Guard.

Agnes Philips-
Supports Ordinance 13-06: Amending BMC 14.04.060, Fishing From City Cargo Dock And Petroleum Dock Prohibited.
Thanked the Camai Festival volunteers for making the event a success.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

MOVED:	Whitney	Motion to approve the Consent and Regular Agenda.
SECONDED:	Springer	
MOVED:	Springer	Remove Ordinance 13-08 from the Consent Agenda.
VOTE ON MAIN MOTION	All in favor	

VI. APPROVAL OF THE MEETING MINUTES

Item A – 03-12-2013 Regular City Council Meeting Minutes
Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Item A- Port Commission –
 Pete Williams, Port Director –
 Boart harbor excavation is moving along.

Item B- Planning Commission
 Rick Robb, Council Representative-
 John Guinn was reelected as chair Joy Shantz elected as vice-chair.
 Working on BMC Title 15 abandoned houses, should be coming to Council as an ordinance introduction at the next city council meeting.

Item C-Public Works Committee
 A representative of the Public Works Committee was not available to provide a report.

Item D-Energy Committee
 Eric Whitney, Council Representative –
 A meeting has not been held since the last city council meeting. The next scheduled meeting will be Monday April 1st.

Item E-Public Safety and Transportation Commission-
 Sharon Sigmon, Council Representative-
 At their last meeting, the annual committee/commission training was provided by the City Clerk.

Item F- Finance Committee,
Bobby Sutton, Finance Director, a meeting is scheduled for the 15th of April.

Item G- Parks and Recreations Committee
Mary Sattler, Council Representative-
Open house and Teen Center Reunion is scheduled for April 13 at the Teen Center.

VIII. UNFINISHED BUSINESS

Item A- Public Hearing Of Ordinance 13-04: Amending Bethel Municipal Code To Repeal BMC 2.05, Responsibilities Of City Council Members, Municipal Officers, Appointed Officials And Employees-Conflict Of Interest And Enacting Section 2.05 City Officers Generally And 2.06 Board Of Ethics.

Mayor Pro Tem Robb opened the public hearing.

No one wished to be heard.

Mayor Pro Tem Robb closed the public hearing.

MOVED:	Sigmon	Motion to adopt Ordinance 13-04.
SECONDED:	Whitney	
MOVED:	Sattler	Motion to amend, to strike Section 2.06.040 Disclosure of complaint of potential violation prohibited.
SECONDED:	Springer	
VOTE ON MOTION	2-3 Motion fails, Springer and Robb in favor	
MOVED:	Sattler	Motion to amend, to strike Section 2.05.190 Employment Prohibited.
SECONDED:	Springer	
VOTE ON MOTION	3-2 Motion fails, Whitney and Sigmon in opposition	
MOVED:	Springer	Motion to amend to strike under Section 2.05.200 Subsection 4.
SECONDED:	Sattler	
VOTE ON MAIN MOTION	All in favor	
VOTE ON MAIN MOTION	4-1 Motion passes, Robb opposed	

Item B- Public Hearing Of Ordinance 13-05: Amending Terminal Tariff #004 And Providing For An Effective Date.

*Mayor Pro Tem Robb opened the public hearing.
No one wished to be heard.
Mayor Pro Tem Robb closed the public hearing.*

MOVED:	Springer	Motion to postpone Ordinance 13-05.
SECONDED:	Sigmon	
MOVED:	Springer	Motion to suspend the rules to hear from the Port Director, Pete Williams.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	
VOTE ON MAIN MOTION	3-2 Motion fails, Robb and Whitney opposed	

MOVED:	Sigmon	Motion to adopt Ordinance 13-05.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	

Item C- Public Hearing Of Ordinance 13-06: Amending BMC 14.04.060, Fishing From City Cargo Dock And Petroleum Dock Prohibited.

*Mayor Pro Tem Robb opened the public hearing.
No one wished to be heard.
Mayor Pro Tem Robb closed the public hearing.*

MOVED:	Springer	Motion to adopt Ordinance 13-06.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	

Item D- Public Hearing Of Ordinance 13-07: Amending BMC 13.08.125 Service Line-Charges To Include Repair And Replacement Under The Charges And To Amend The Period of Time From Calendar Year To Within A 12 Month Period.

*Mayor Pro Tem Robb opened the public hearing.
No one wished to be heard.
Mayor Pro Tem Robb closed the public hearing.*

MOVED:	Sigmon	Motion to adopt Ordinance 13-07.
SECONDED:	Sattler	
VOTE ON MAIN MOTION	All in favor	

I. NEW BUSINESS

Item A- Introduction Of Ordinance 13-08: Amending Bethel Municipal Code Title 9 Public Peace, Morals and Welfare.

MOVED:	Sigmon	Motion to introduce Ordinance 13-08.
SECONDED:	Springer	
VOTE ON MAIN MOTION	All in favor	

MOVED:	Springer	Motion to take a five minute break.
SECONDED:	Sattler	
VOTE ON MAIN MOTION	All in favor	

Item B- AM 13-09: Training And Travel Request For City Attorney.
Passed on the consent agenda.

Item C- AM 13-10: Approving Dates For FY 2014 Budget Meetings.

MOVED:	Whitney	Motion to approve AM 13-10.
SECONDED:	Springer	
VOTE ON MAIN MOTION	All in favor	

Item D- Recommendation From Public Works Committee To Have Someone Call On The Outstanding Grants For The Five Year Plan And Water And Sewer Master Plan Daily And To Update The Public Works Committee Daily.

Item E- Lower Kuskokwim School District's Request To Purchase the Armory Land.

MOVED:	Springer	Motion to suspend the rules to hear from Gary Baldwin.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION	All in favor	
MOVED:	Whitney	Motion to direct the City Attorney to draw up a sales agreement for the parcel of land under the National Guard Armory footprint and the parking lot to include in the agreement for the use of the back dock area.
SECONDED:	Springer	
VOTE ON MAIN MOTION	4-1 Motion passes, Sigmon opposed	

XII. MAYOR'S REPORT

Councilmember Whitney departed the meeting 9:30p.

XIII. MANAGERS REPORT

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Council Member Sigmon –
 Thanked the audience for staying up and listening to the meeting.
 Commended Bethel Friends of K9s for their hard work.

Council Member Springer-
 Thanked the Camai committee; it was a successful and fun event.
 Another blizzard warning tonight.
 Congratulated the Hooper Bay Warriors for the Basketball Regional win.

Council Member Robb-
Great Camai festival.
Congratulations to the many athletic teams who have performed well this year.

Council Member Sattler-
Thanked all of the Camai volunteers.
Great job to the Bethel Warriors for making it to State.
Applauded the Iron Dog couple that raced as well as the men who raced in the
Iditarod race this year.

XVI. ADJOURNMENT

MOVED:	Springer	Motion to adjourn.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION		
		All in favor

Council adjourned at 9:40p.

Richard Robb, Mayor Protem

ATTEST:

Lori Strickler, City Clerk

City of Bethel City Council Meeting Minutes

April 3, 2013

Special Meeting

Bethel, Alaska

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on April 3, 2013 at 6:30p, at the City Council Chambers, Bethel, Alaska.

Mayor Joseph Klejka called the meeting to order.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: Council Member Joseph Klejka
Council Member Mary Sattler
Council Member Eric Whitney
Council Member Sharon Sigmon

ABSENT: Council Member Gene Jr. Peltola
Council Member Mark Springer
Council Member Rick Robb

STAFF: City Clerk Lori Strickler
City Manager Lee Foley
City Attorney Patty Burley
Finance Director, Bobby Sutton
Planning Director Rachael Pitts

IV. PEOPLE TO BE HEARD

No one wished to be heard.

V. APPROVAL OF AGENDA

MOVED:	Whitney	Motion to approve the agenda.
SECONDED:	Sattler	
VOTE ON MAIN MOTION	All in favor	

VI. NEW BUSINESS

MOVED:	Sattler	Motion to move into a committee of the whole.
SECONDED:	Whitney	
VOTE ON MAIN MOTION		
All in favor		

Item A - Administration

Item B -City Clerk

Item C- Finance

Item D -City Attorney

Item E -Planning Department

Item F- Information Technology

MOVED:	Sattler	Motion to move out of committee of the whole.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION		
All in favor		

MOVED:	Sattler	Motion to approve the budget of Administration City Clerk Finance City Attorney Planning Department and Technology.
SECONDED:	Whitney	
VOTE ON MAIN MOTION		
All in favor		

MOVED:	Sattler	Motion to adjourn.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	

VII. ADJOURNMENT

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel City Council Meeting Minutes

April 8, 2013

Special Meeting

Bethel, Alaska

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on April 8, 2013 at 6:30p, at the City Council Chambers, Bethel, Alaska.

Mayor Joseph Klejka called the meeting to order.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: Council Member Joseph Klejka
Council Member Mary Sattler
Council Member Mark Springer
Council Member Sharon Sigmon

ABSENT: Council Member Rick Robb
Council Member Eric Whitney
Council Member Gene Jr. Peltola

STAFF: City Manager Lee Foley
City Clerk Lori Strickler
City Attorney Patty Burley
Planning Director Rachael Pitts

IV. PEOPLE TO BE HEARD

No one wished to be heard.

V. APPROVAL OF AGENDA

MOVED:	Springer	Motion to approve the agenda.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION	All in favor	

VI. NEW BUSINESS

Item A -Hazards And Nuisances Abatement Hearing- Public Nuisance Property – Structure Next To 390 First Avenue. Council’s Determination Whether The Report Filed By The Planning Director Is Correct In All Material Respects.

1. Planning Officer: fifteen (15) minutes;

Rachael Pitts, Panning Director, provide an overview of the report submitted to the Council.

2. Interested Persons: three (3) minutes each;
3. Owner: fifteen (15) minutes;

Denial Kashatok provided oral testimony explaining the family is in favor of the demolition of the property.

Carrie Kashatok provided oral testimony in favor of the demolishing of the structure.

Lucy Gunlic provided oral testimony in favor of the demolishing of the structure.

4. Planning Officer - rebuttal.

Item B -Resolution 13-07: Bethel City Council Declaring the Structure Next to 390 First Avenue Constitutes a Fire or Health Hazard or a Public Nuisance; After a Hearing Requiring Abatement Of The Nuisance And Providing For The Relief Of Demolishing Costs To The Property Owner And Providing For The Authorization Of The City’s Demolition Of The Identified Building.

MOVED:	Sattler	Motion to approve Resolution 13-07.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION		
All in favor		

MOVED:	Springer	Motion to adjourn.
SECONDED:	Sattler	
VOTE ON MAIN MOTION		
All in favor		

VII. ADJOURNMENT

Council adjourned the meeting at 7:04pm.

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel City Council Meeting Minutes

April 9, 2013

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on April 9, 2013 at 6:30pm, at the City Council Chambers, Bethel, Alaska.

Mayor Joseph Klejka called the meeting to order.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: Council Member Joseph Klejka
Council Member Mary Sattler
Council Member Rick Robb
Council Member Eric Whitney
Council Member Sharon Sigmon
Council Member Mark Springer

ABSENT: Council Member Gene Jr. Peltola

STAFF: City Manager Lee Foley
City Attorney Patty Burley
City Clerk Lori Strickler

IV. PEOPLE TO BE HEARD

Buck Bukowski-
Spoke in opposition to Ordinance 13-08.

David Trantham Jr.-
Thanked the Council for their opposition to the Alaska Department of Transportation's Airport Expansion initial proposal which expanded westward into the Alaska Territorial Memorial Park as well as the rifle range. The second proposal still extends westward but will acquire the City's sand pit as well as the rifle range. The City must stand together in opposition of the acquisition of the City's land west of the airport; there is plenty of land to the east.

The Alaska Territorial Guard Planning Group is in the process of ordering new plaques for the Park. The group is also working on additional development of the Park for the summer.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

MOVED:	Whitney	Motion to approve the Consent and Regular Agenda.
SECONDED:	Springer	
MOVED:	Robb	Remove from the consent agenda the 3-26-2013 Regular Meeting Minutes.
MOVED:	Robb	Motion to postpone the Meeting Minutes from 3-26-2013.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION	All in favor	
MOVED:	Springer	Motion to remove from the consent agenda, the Introduction of Ordinances 13-10, 13-11 and 13-12.
VOTE ON MAIN MOTION	All in favor	

VI. APPROVAL OF THE MEETING MINUTES

Item A – 03-26-2013 Regular City Council Meeting Minutes
Postponed until the next city council meeting.

VII. REPORTS OF STANDING COMMITTEES

Item A- Port Commission –
 Pete Williams, Port Director –
 A meeting has not been held since the last City Council Meeting. At the next meeting the Port Commission will be discussing the Crowley Facility Use Agreement, and the east timber wall.
 The dredging of Brown’s Slough is going well; they hope to be done in four to five days.

Item B- Planning Commission
Rick Robb, Council Representative-
The Planning Commission will meet this Thursday and at that meeting
be holding a public hearing on a road easement.

Item C-Public Works Committee
Joseph Klejka, Council Representative-
No report to provide.

Item D-Energy Committee
Eric Whitney, Council Representative –
A presentation from Kurt Kuenne was provided at the last meeting.

Item E-Public Safety and Transportation Commission-
Larry Elarton, Police Chief-
Variations of the Municipal Code were presented to the Commission by
the City Attorney.
The Police Department is down a few employees.
Power and phones at the new Police Department should be installed and
running by the end of next week.

Item F- Finance Committee,
Bobby Sutton, Finance Director
The Committee will be meeting next Monday.

Item G-Parks and Receptions Committee
Mary Sattler, Council Representative-
April 13th from 11:00a to 2:00p the Parks and Recreation Department
and the 4 H Department will be holding a thirty year reunion for the
Teen Center.

VIII. UNFINISHED BUSINESS

Item A- Introduction Of Ordinance 13-08: Amending Bethel Municipal
Code Title 9 Public Peace, Morals and Welfare.

*Mayor Klejka opened the public hearing.
No one wished to be heard.
Mayor Klejka closed the public hearing.*

MOVED:	Sigmon	Motion to adopt Ordinance 13-08.
SECONDED:	Whitney	

MOVED:	Springer	Motion to suspend the rules to hear from the gallery.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	
MOVED:	Robb	Motion to amend, to strike Section A under 9.12.010 Public Drinking-Prohibited.
SECONDED:	Springer	
VOTE ON MOTION	3-3 Motion fails, Sigmon, Whitney and Klejka opposed	
VOTE ON MAIN MOTION	1-5 Motion fails Klejka, Sattler, Springer, Robb and Sigmon opposed	

MOVED:	Springer	Motion to take a ten minute break.
SECONDED:	Robb	
VOTE ON MAIN MOTION	All in favor	

I. NEW BUSINESS

Item A- Resolution 13-08: Payment In Lieu Of Taxes Funding From Department Of Commerce, Community And Economic Development.

Passed on the consent agenda.

Item B-Introduction Of Ordinance 13-10: Providing For The Acquisition Of Land Block 7, Lots 7 Through 17, Through Lease Termination With The State Of Alaska Department Of Military And Veterans Affairs.

MOVED:	Springer	Motion to introduce Ordinance 13-10.
SECONDED:	Whitney	

MOVED:	Springer	Motion to amend the last whereas, to insert "or lease" following "separate sales agreement."
SECONDED:	Sigmon	
VOTE ON MOTION		
5-1 Motion passes, Whitney opposed		
VOTE ON MAIN MOTION		
All in favor		

Item C- Introduction Of Ordinance 13-11: Providing For The Disposal Of Land, Block 7, Lots 7, 8, 16 and 17 To The Lower Kuskokwim School District.

MOVED:	Springer	Motion to introduce Ordinance 13-11.
SECONDED:	Robb	
VOTE ON MOTION		
All in favor		
VOTE ON MAIN MOTION		
All in favor		

MOVED:	Springer	Motion to amend to insert "gymnasium" under the second to last whereas, and to amend Section 2. Authorization, to strike "sale of lot" and to insert "lease for an amount not to exceed \$1 per year to the Lower Kuskokwim School District."
SECONDED:	Whitney	
VOTE ON MOTION		
All in favor		
VOTE ON MAIN MOTION		
All in favor		

Item D- Introduction Of Budget Ordinance 13-12: An Ordinance Establishing A City Of Bethel Budget For Fiscal Year 2012-2013 Beginning July 1, 2013.

MOVED:	Springer	Motion to introduce Ordinance 13-12.
SECONDED:	Robb	
VOTE ON MAIN MOTION		
All in favor		

Item E- Consideration Of Contract Extension Of The City Manager's Employment Contract With The City Of Bethel.

MOVED:	Sigmon	Motion to approve the City Manager contract extension to 2015.
SECONDED:	Whitney	
VOTE ON MAIN MOTION		
All in favor		

Item F - City Attorney Personal Leave Request For May 6th Through May 20th.

Passed on the consent agenda.

XII. MAYOR'S REPORT

XIII. MANAGERS REPORT

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Council Member Sigmon –

Summarized an e-mail from Joan Dewey, a Board Member of Bethel Friends of K9s. The Bethel Friends of K9s are extremely concerned at the number of random dog shootings and abuse from community members.

Council Member Springer-

It is good that the council members are able to work well together even through heated discussion.

Hope for a gradual thaw.

Council Member Robb-

There may be an end in sight for the Armory issue.

Hope that people are being safe.

The annual Ducks Unlimited banquet was a big success. Thanked those individuals who volunteered their time to make that event happen.

Council Member Sattler-

No comment.

Council Member Whitney-

Enjoy the sunlight and be safe.

Mayor Klejka-
Apologized for the heated discussion.

XVI. ADJOURNMENT

MOVED:	Springer	Motion to adjourn.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION	All in favor	

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees



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

Port Commission (1 Commission Vacancy 2 Alternate Vacancies)

1 one year term

Public Works Committee (2 Alternates Vacancies)

Energy Committee (2 Committee Vacancies 2 Alternate Vacancies)

1 two year term

Finance Committee (2 Alternate Vacancies)

Planning Commission (1 Commission Vacancy and 2 Alternate Vacancies)

1 two year term

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

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



City of Bethel

Port Commission Meeting Agenda

Regularly Scheduled Meeting

April 15, 2013 - 7 pm

City Council Chambers, City Hall, Bethel, AK

Commissioners

Alan Murphy
Chair

Term Expires 2011
(907)543-2805

Greg Roczicka
Vice-Chair

Term Expires 2013
(907)543-2903
groczicka@hotmail.com

Mark Springer
Council Rep.

Term Expires 2013
(907)543-1297
mspringer@cityofbethel.net

Richard Pope
Port Commissioner
Term Expires 2013

(907)543-1900
bethelalaskapc@gci.net

John Dickens
Port Commissioner

Term Expires
(907)543-0684

Pat Jennings
Port Commissioner

Term Expires
(907)543-3838

Ex-Officio

Peter A. Williams,
Port Director

(907)545-4150
pwilliams@cityofbethel.net

Edward Flores
Port Admin.

(907)543-2310
eflores@cityofbethel.net

- i. CALL TO ORDER
- ii. ROLL CALL
- iii. PEOPLE TO BE HEARD
- iv. APPROVAL OF AGENDA
- v. APPROVAL OF MINUTES FROM THE REGULAR MEETINGS
- vi. DEPARTMENT HEAD COMMENTS
- vii. UNFINISHED BUSINESS
 - o Crowley/FUA
 - o Small Boat Harbor
- viii. NEW BUSINESS
 - o City Dock
 - o Budget
- ix. COMMISSION MEMBER'S COMMENTS
- x. ADJOURNMENT

PUBLIC HEARING



Planning Commission Meeting Agenda

Regular Meeting Thursday, April 11, 2013 – 6:30PM
City Hall Council Chambers 300 Chief Eddie Hoffman Highway

MEMBERS

John Guinn
Chair
Term Expires
12/2013

Joy Shantz
Vice-Chair
Term Expires
12/2013

Rick Robb
Council Rep.
Term Expires
10/2013

Mike Walter
Committee Member
Term Expires
12/2013

Abe Palacios
Committee Member
Term Expires
12/2015

Cliff Linderth
Committee Member
Term Expires
12/2014

VACANT
Committee Member
Term Expires

Rachael Pitts
Ex-Officio Member

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (15 Minute Limit)
- IV. APPROVAL OF MINUTES OF THE MARCH 14, 2013 MEETING
- V. APPROVAL OF AGENDA
- VI. DIRECTOR'S REPORT
- VII. COMMISSIONER'S COMMENTS
- VIII. UNFINISHED BUSINESS:
- IX. NEW BUSINESS
 - A. Request by the Yukon Kuskokwim Health Corporation to vacate a right-of-way easement at 700 Chief Eddie Hoffman Highway. The request was filed on March 14, 2013. Property is United States Survey No. 4117, Lot 51, approximately 28,296 square feet.
- X. ADJOURNMENT



Public Works Committee Agenda
Regular Meeting Wednesday April 17, 2013 – 6:30PM
City Shop Conference Room

MEMBERS

Joseph A Klejka
Council Rep.
Term Expires
11/2012

Frank Neitz
Chair
Term Expires
12/2013

Jennifer Dobson
Vice-Chair
Term Expires
12/2014

Bill Schreiner
Committee Member
Term Expires
12/2013

Scott Guinn
Committee Member
Term Expires
12/2014

Donna Lindsey
Committee Member
Term Expires
12/2015

VACANT
Committee Member
Term Expires
.

Chuck Willert
Ex-Officio Member

Cheryl Roberts
Secretary/Recorder

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (15 Minute Limit)
- IV. APPROVAL OF MINUTES
 - A. Minutes from the previous two meetings of -
February 27, 2013 and March 27, 2013.
- V. APPROVAL OF AGENDA
- VI. DIRECTOR'S REPORT - March & April's
- VII. UNFINISHED BUSINESS
 - A. Update - Closeout of 2 Outstanding Grants / ABC Loop
 - B. Update - 5 Year Plan/ RFP - Water & Sewer Master Plan
 - C. Update - Recycle Center
 - D. Update - Institutional Corridor - Feasibility Study
 - E. Update - RFP - Cost Analysis of the City of Bethel's Water & Sewer Utilities
 - F. Update - City Shop Floor
 - G. Update - New BNC/Swansons Complex Road Access
 - H. Update - Wind Generation 100kw per Public Building
 - I. Recommendation to Council in regards to Sewage Lagoon Rehabilitation Project
 - J. Update - H-Marker Lake Road
 - K. Update - TDX Avec Power Plant
- VIII. NEW BUSINESS
 - A. Water and Sewer Utilities Development Priorities
 - B. In accordance to Bethel Municipal Code 2.52.070 A. 6. Declaring Jeff Sanders' Committee Seat Vacant Having Received a Written Resignation Date 1-2-2013.
 - C. Dredge for Sale by the ANATHC
- IX. MEMBER COMMENTS
- X. ADJOURNMENT



City of Bethel

Finance Committee Agenda

Regular Meeting

Friday April 15, 2013 – 6:30 p.m.

City Hall, Bethel, Alaska

Sadie Priem
Finance Committee Chair

Clark Davis
Finance Committee Vice Chair

Kevin Kristof
Finance Committee Member

Gene Peltola Jr
Council Representative

Dave Trantham, Jr.
Finance Committee Member

Carol Ann Willard
Finance Committee Member

Ann Willert
Finance Committee Member

Bobby Sutton
Finance Director
543-1376
bsutton@cityofbethel.net

Eric Johnson
Assistant Finance Director
543-1375
ejohnson@cityofbethel.net

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PEOPLE TO BE HEARD** – Five minutes per person
- IV. APPROVAL OF AGENDA**
- V. APPROVAL OF MINUTES OF REGULAR MEETING OF January 24, 2013 and February 18, 2013**
- VI. NEW BUSINESS**

A: Rescheduling Finance Committee Meetings- BMC: 2.52.130-
Requested by Finance Director
- VII. COUNCIL MEMBER COMMENTS**
- VIII. FINANCE DIRECTOR'S COMMENTS**
- IX. FINANCE COMMITTEE MEMBER COMMENTS**
- X. ADJOURNMENT**

Posted on April 9, 2013 at City Office, AC Co., Swanson's & Post Office


Bobby Sutton, Finance Director



CITY OF BETHEL

PLANNING OFFICE

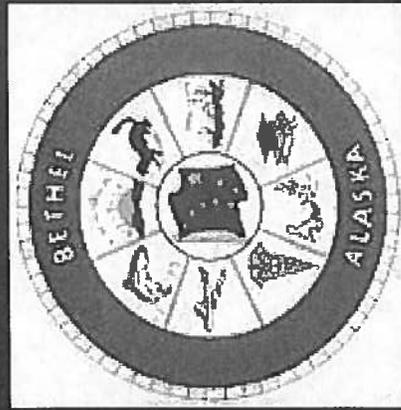
P.O. Box 1388 • Bethel, Alaska 99559
907-543-5301
Fax # 907-543-4186

PUBLIC HEARING NOTICE

On April 11, 2013, the City of Bethel Planning Commission will hear a request by the Yukon-Kuskokwim Health Corporation to vacate a road easement at 700 Chief Eddie Hoffman Highway, Bethel, Alaska, 99559. The request was filed on March 14, 2013. Property is United States Survey #4117, lot 51, approximately 28, 296 square feet. The meeting will be held at City Council Chambers, at City Hall, located at 300 Chief Eddie Hoffman Highway, at 6:30 PM.

Special Order of Business

City of Bethel, AK: Water and Sewer Utility Cost Allocation and Rate Study



City Council Meeting
April 23, 2013

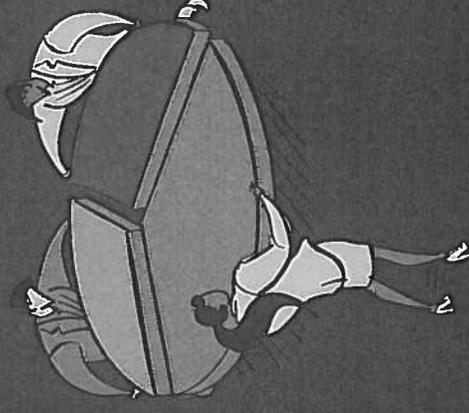
Presented by
CH2M HILL

Discussion Agenda

- Study Objectives
- Financial Plan
- Cost of Service Water Utility
- Cost of Service Sewer Utility
- Rates
- System Renewal and Replacement
- Recommendations
- Discussion/Q&A

Rate Study Objectives

- Revenue Adequacy
 - Rates that will generate sufficient revenues to meet projected costs and other requirements (e.g., fund reserves)
- Rate Equity
 - Costs will be distributed to customers in proportion to system use; achieved through rate structure
- Defensibility
 - The methods used to develop rates are consistent with industry standard practices



System Costs = Revenue Requirements

Operation and Maintenance Expenses

+ Pay as you go Capital Projects

+ Debt Service Requirements

+ Funding of Reserves

= Revenue Requirements

Less: Non-Rate Revenue

Less: General Fund Transfers

Less: Use of reserves

= Revenue Requirements from Rates

Financial Plan

- Collaborated with City staff to develop assumptions
- 10-year planning period
- Revenues projected based on existing rate structure
- Assumed no debt funding
- Assumed 100% grant from state or federal agencies for all capital projects
- Subscription Fee Revenues were excluded from analysis as the revenues are reserved for Renewal and Replacements
- Water and Sewer utilities analyzed separately

Financial Plan Results: Water

- Revenue from existing rates FY 2012/13= \$3.1 million
- O&M costs in FY 2012/13 = \$3.6 million
- Current revenues from rates not sufficient to cover operating expenses
- Non-rate revenues do not cover shortfall
- O&M costs increase from \$3.6 million in FY 2013 to approximately \$5.9 m over the 10 year analysis period (5.1% annually)
- Rate increase needed immediately

Financial Plan Results: Sewer

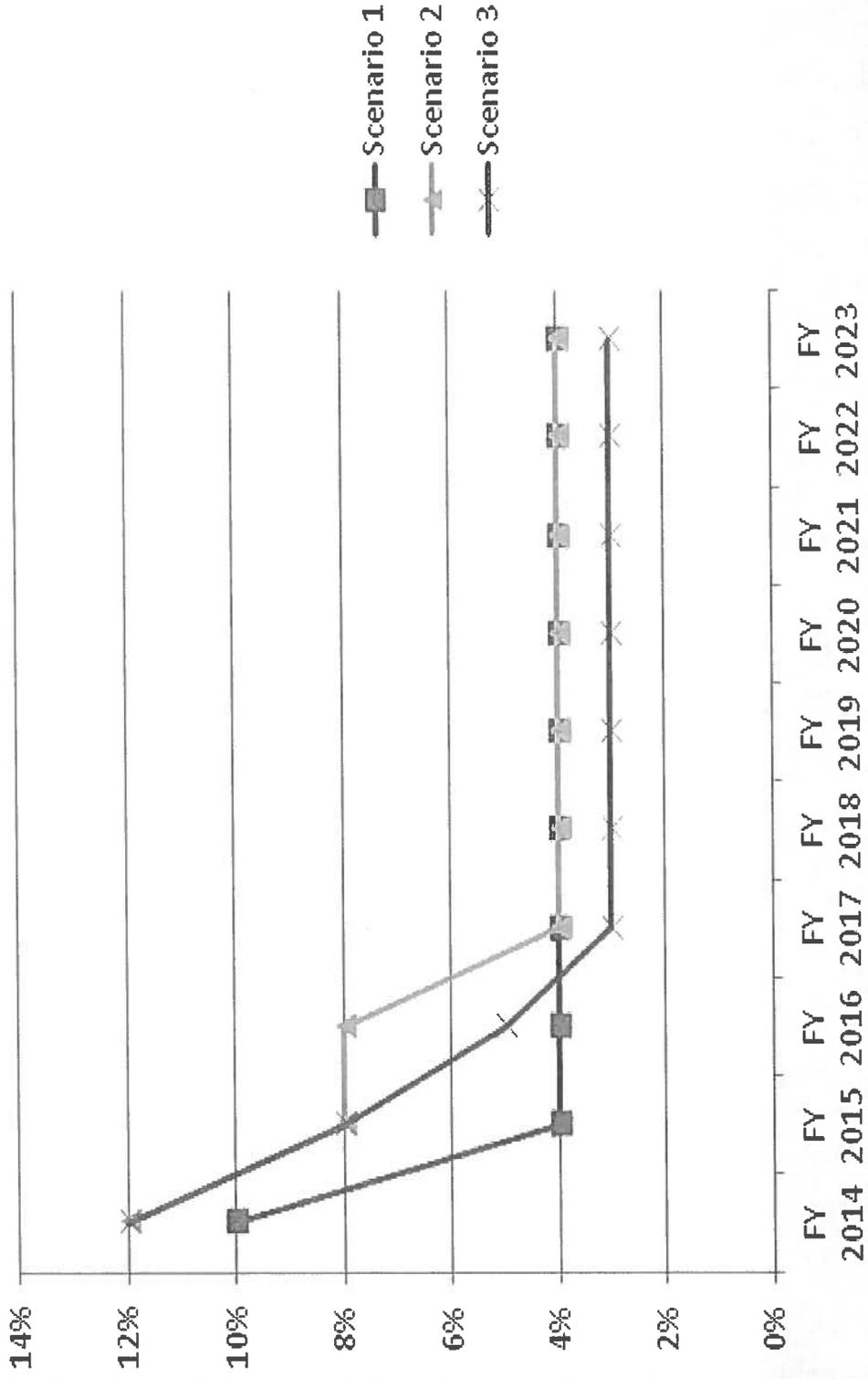
- Revenue from existing rates FY 2013= \$2.4 million
- O&M costs FY 2013 = \$2.6 million
- Current revenues from rates not sufficient to cover operating expenses
- Non-rate revenues sufficient to cover shortfall
- O&M costs increase from \$2.6m to \$4.0m over the 10 year analysis period (4.6% annually)
- Moderate rate increase needed immediately

Financial Plan Scenarios

- **Scenario 1:** This scenario assumes the water and sewer utility fund will continue to receive transfers from the General Fund to help offset operating losses. It is also assumed the City will continue to fund capital projects when 100 percent grant funding is available from state or federal agencies.
- **Scenario 2:** This scenario will phase out the annual transfers from the General Fund. Like Scenario 1, it assumed the city will continue to receive 100 percent grant funding for capital expenditures.
- **Scenario 3:** Scenario 3 includes the same assumptions as Scenario 2. It also assumes piped water service will be extended to the Institutional Corridor.

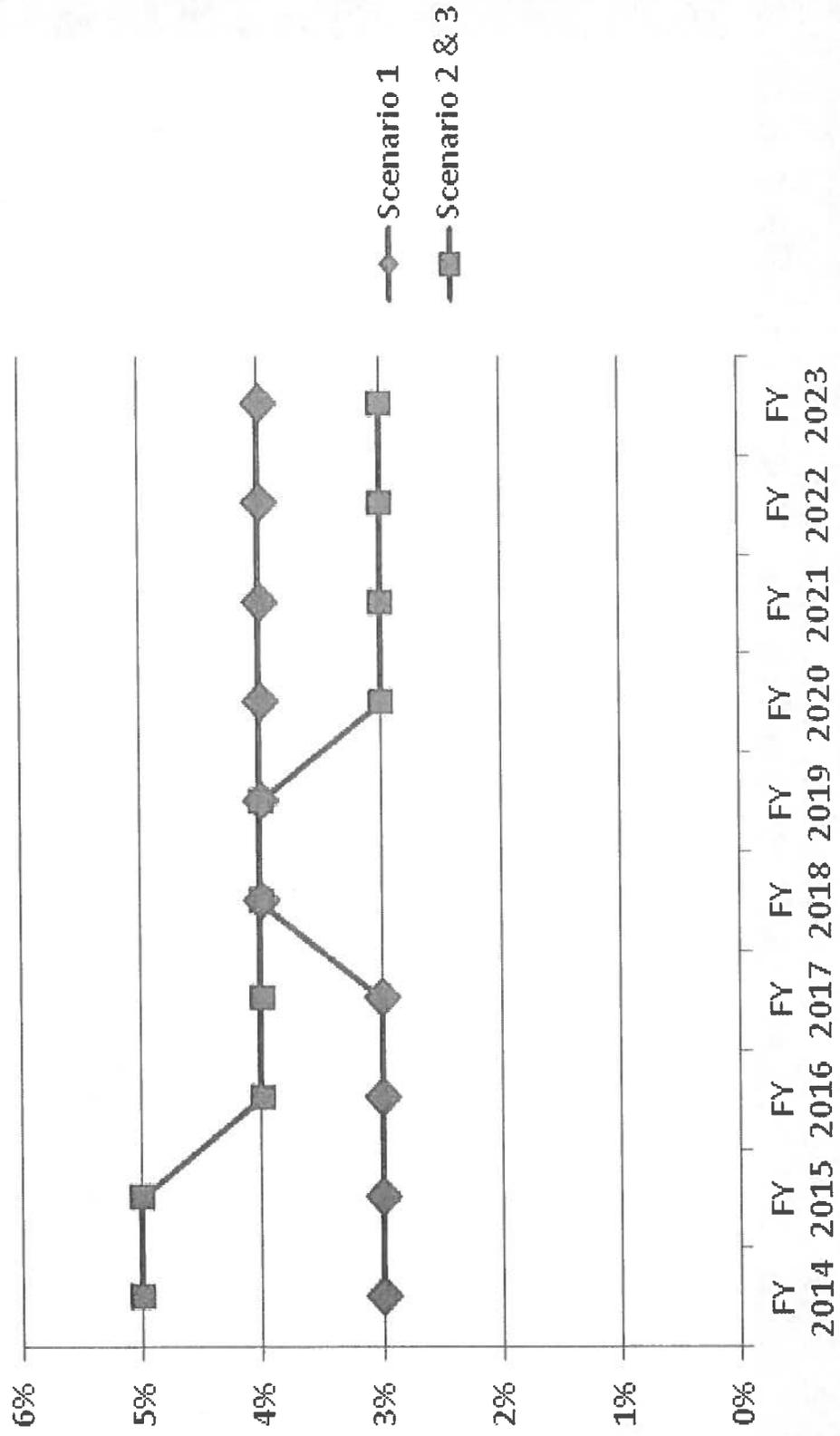
Projected Increases in Water Rate Revenue by Scenario

Annual Water Rate Increases by Scenario



Projected Increases in Sewer Rate Revenue by Scenario

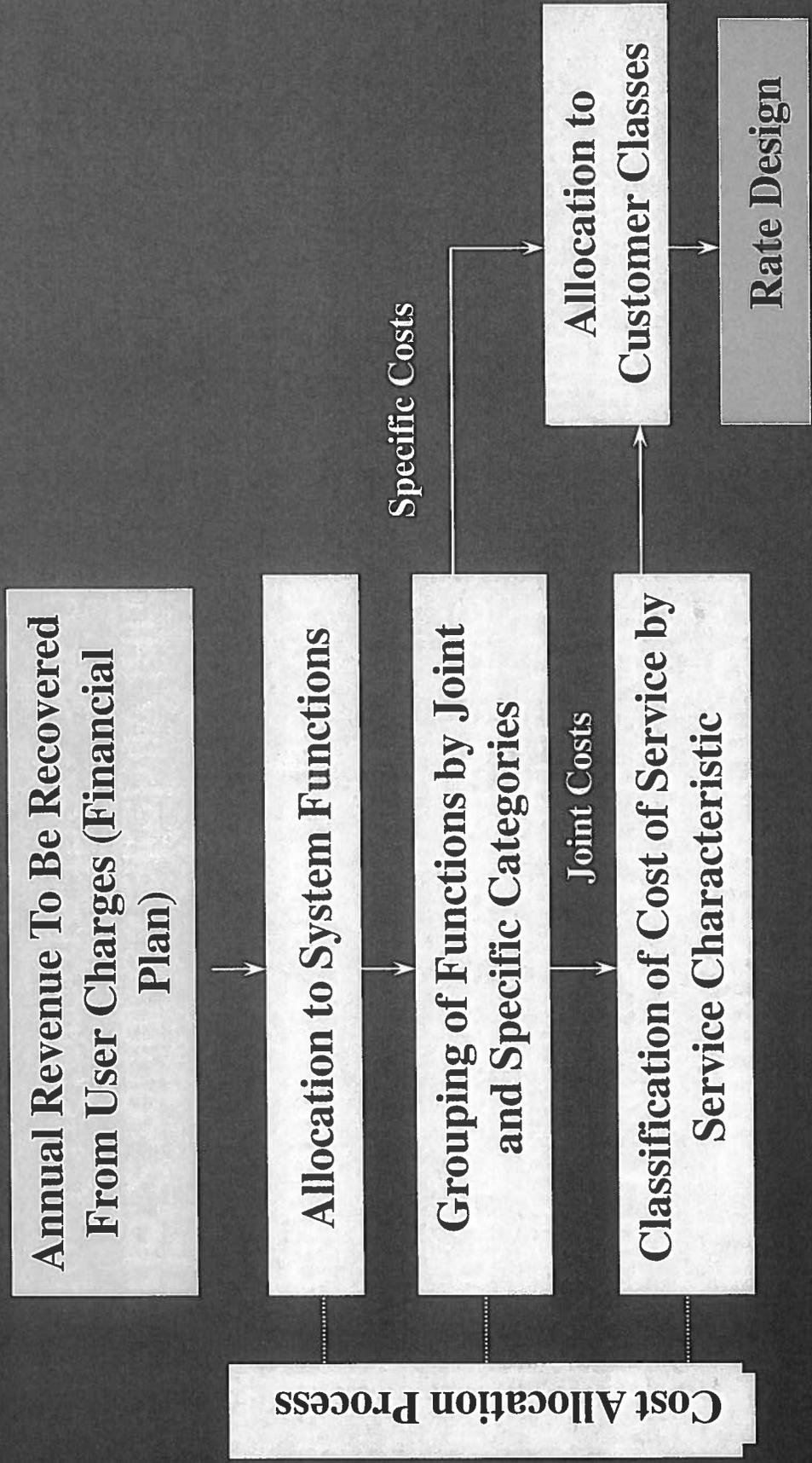
Annual Sewer Rate Increases by Scenario



Summary of Scenarios

- **Scenario 1** will result in the smallest rate impact as the transfers from the General Fund will help offset operating losses. However this scenario is not a long-term, financially sustainable solution
- Both **Scenarios 2 and 3** put the water and sewer fund on a stronger financial path
- **Scenario 2** requires slightly larger rate increases for Water Customers than Scenario 3 because it does not have the benefit of the additional revenues projected from the Institutional Corridor customers.
- Scenario 2 & 3 result in same sewer increases

Cost Allocation: Cost of Service Rate Development



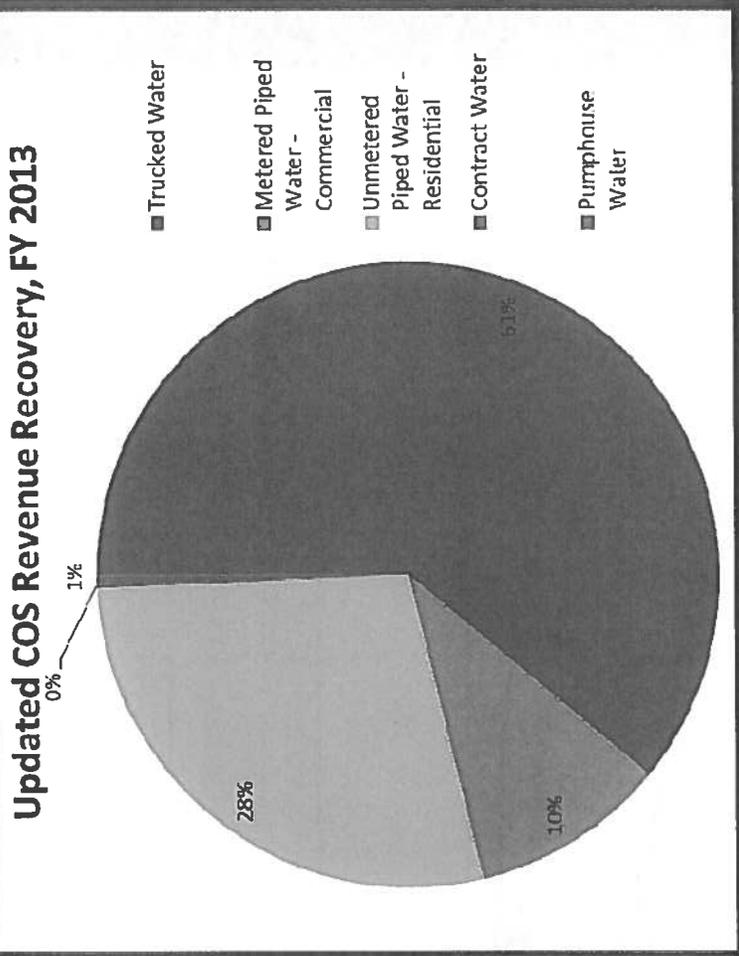
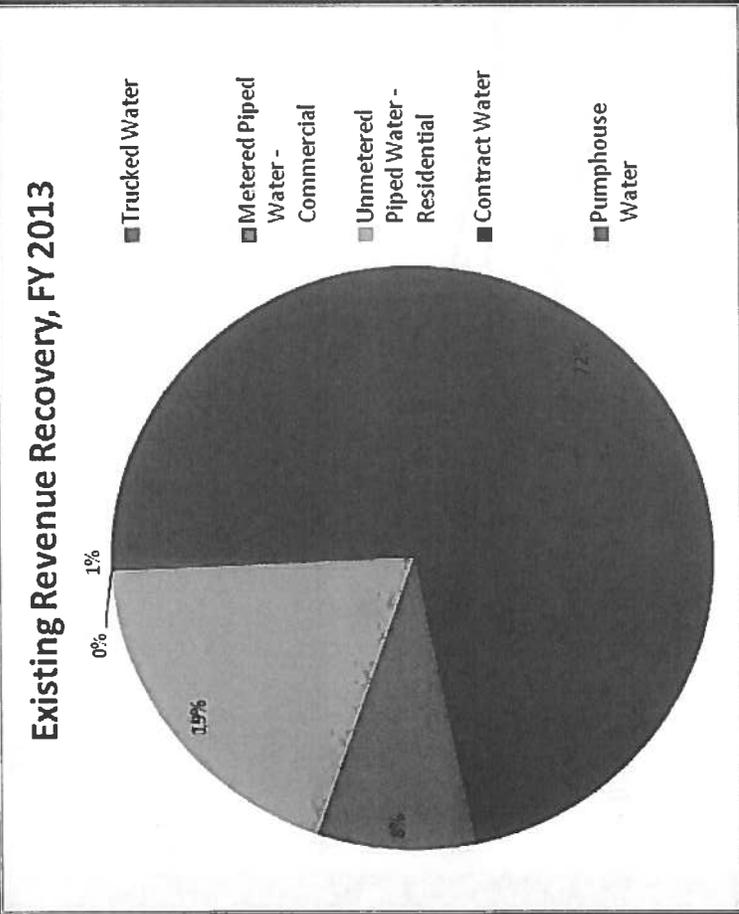
Cost Allocation: Water

O&M Cost Centers	Costs Allocated to following Customer Class:
51-80 Utility Billing	All customers
51-81 Hauled Water	Hauled Water customers only
51-82 Piped Water	Piped water customer only
51-83 Bethel Heights Water Treatment Facility	All customers
51-84 City Subdivision Water Treatment Facility	All customers

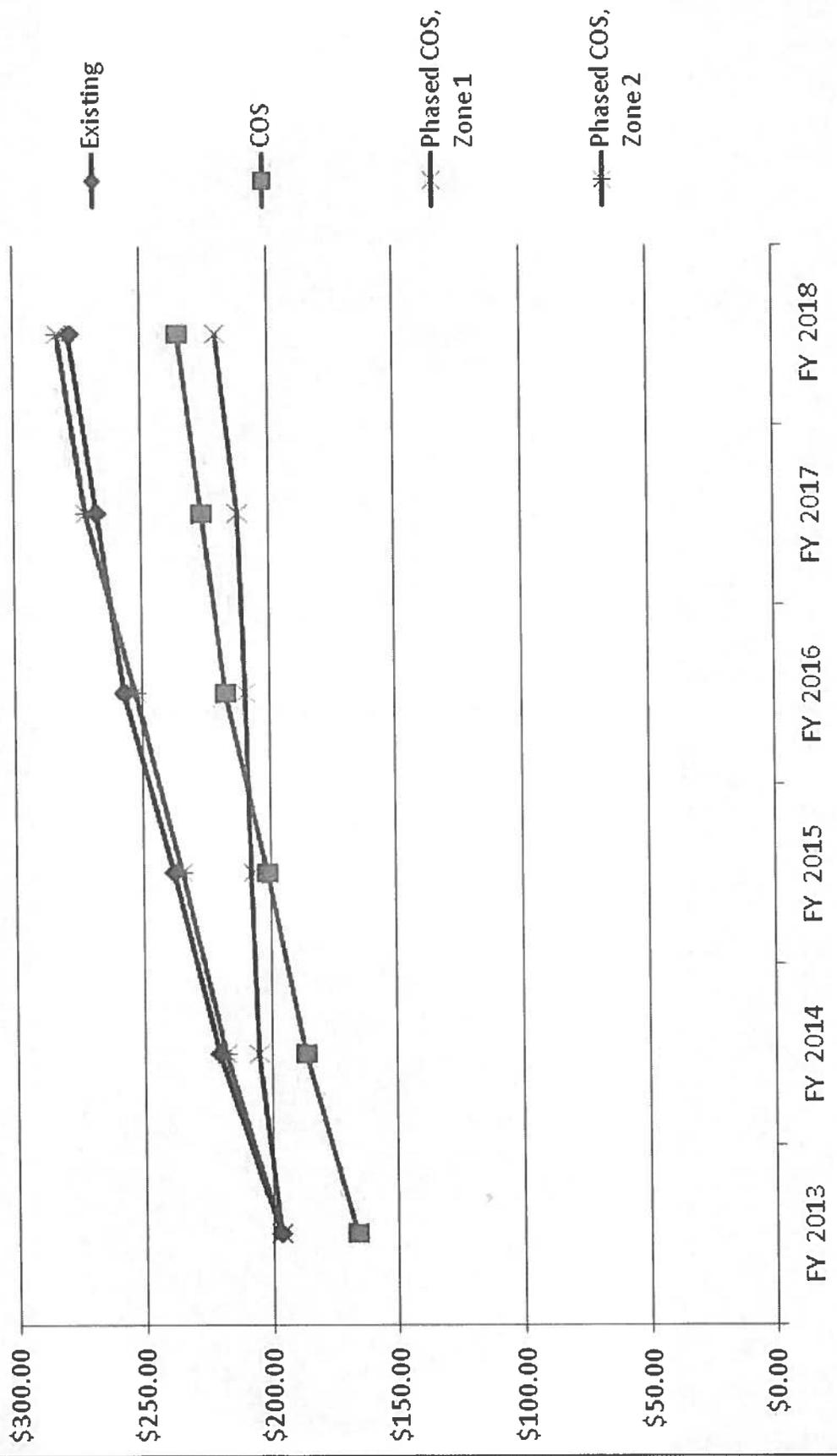
O&M Production Cost-Water

Cost Center	Hauled	Piped	Total
Billing	\$53,708	\$22,510	\$76,218
O&M Treatment Plants	\$452,575	\$845,051	\$1,297,626
Piped Water	0	\$343,742	\$343,742
Hauled Water-pumping/site	\$641,440	\$0	\$641,440
Hauled Water-transportation	\$779,090	\$0	\$779,090
Total	\$1,926,813	\$1,211,304	\$3,138,117
	61%	39%	
Gallons Produced	31,057,646	46,263,490	77,321,136
Cost/000 gallons Produced	\$62.04	\$26.18	\$40.59

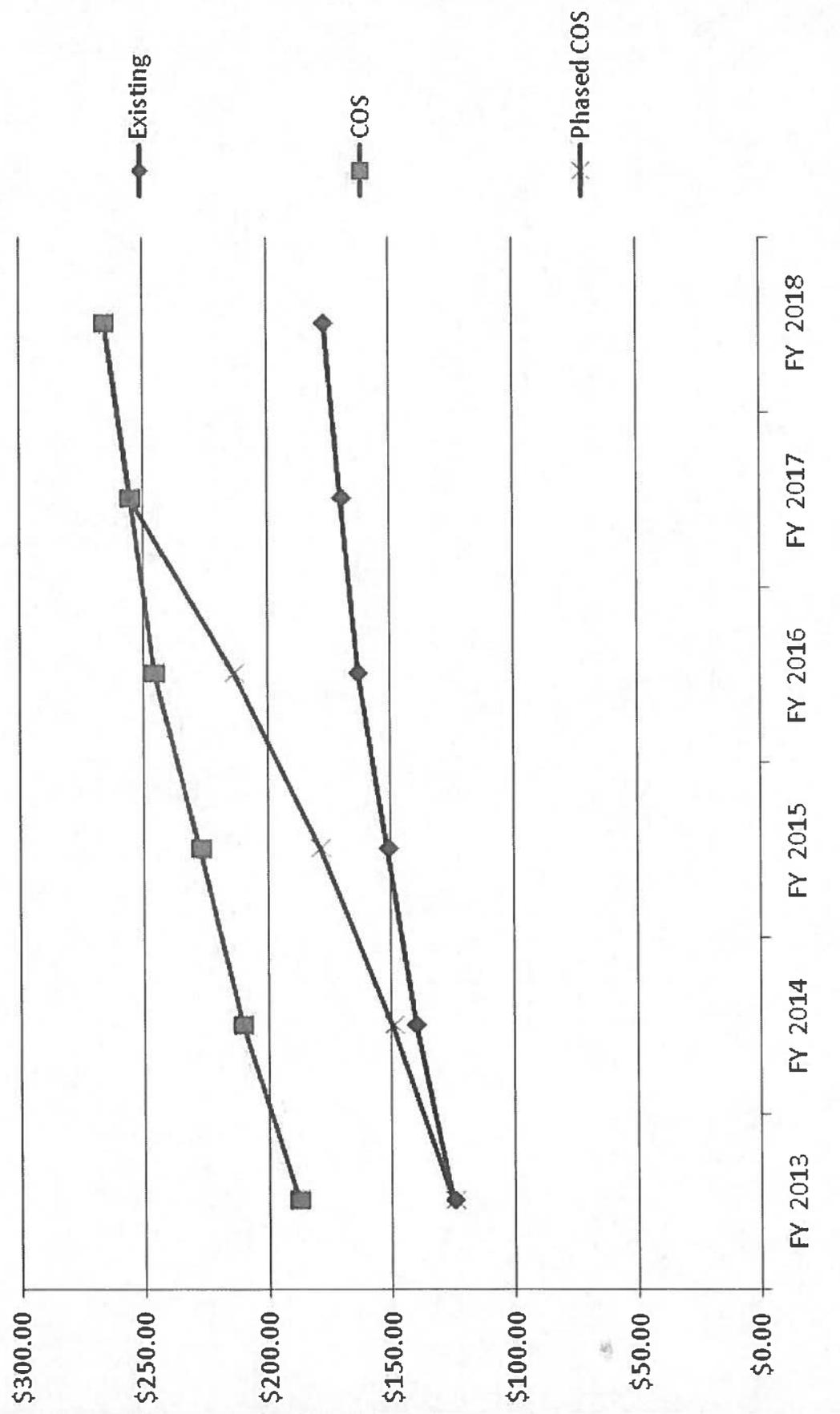
Cost Recovery By Customer Class: Water Utility



Hauled Water, 1000 gallons/1x per week



Residential Piped Water, Flat Monthly Charge



Cost Allocation: Sewer

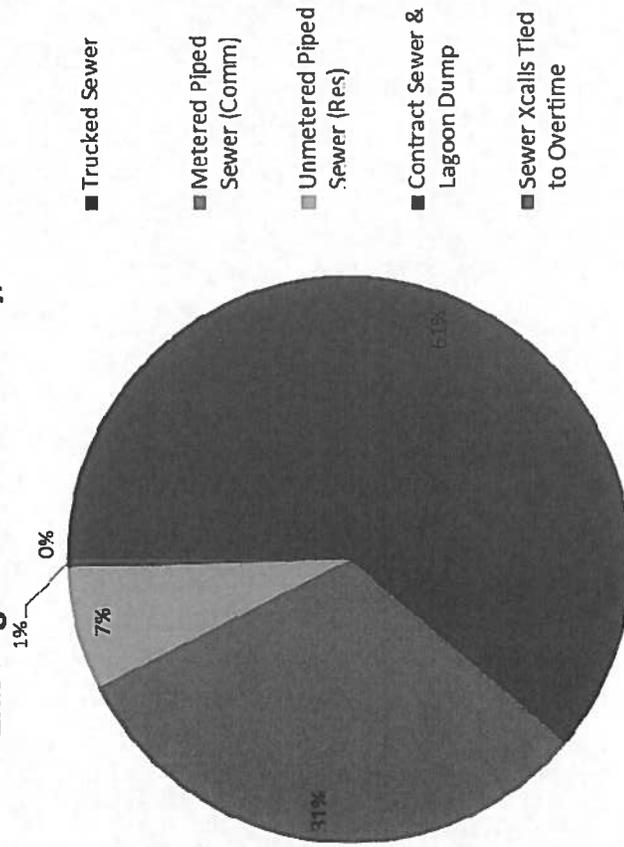
O&M Cost Centers	Costs Allocated to following Customer Class:
51-80 Utility Billing	All customers
51-85 Hauled Sewer	Hauled Sewer customers only
51-86 Piped Sewer	Piped and hauled sewer customers
51-87 Sewer Lagoon	All customers

O&M Production Cost-Sewer

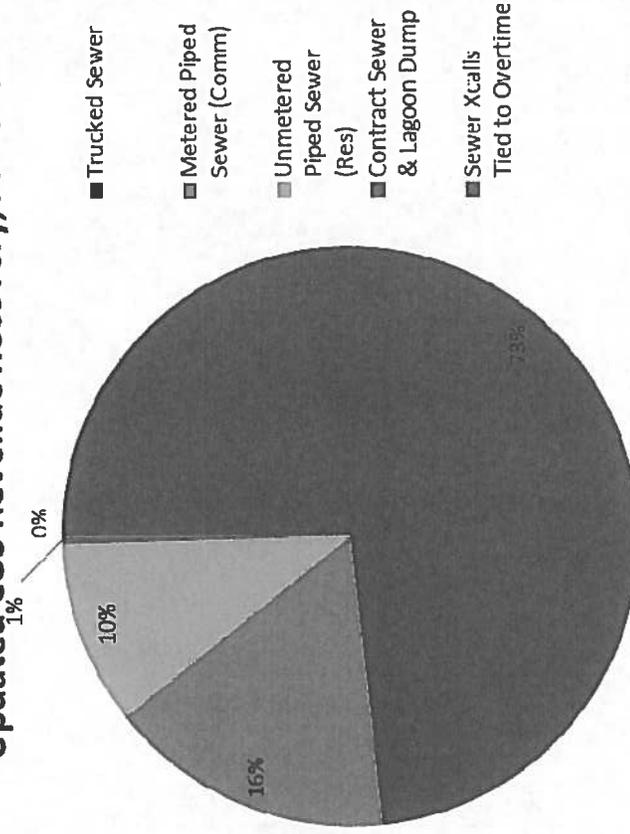
Cost Center	Hauled	Piped	Total
Billing	\$63,167	\$26,623	\$89,791
Lagoon	\$39,373	\$90,068	\$129,441
Piped Sewer	\$83,442	\$491,747	\$575,189
Hauled Sewer-pumping/site	\$887,900	0	\$887,900
Hauled Sewer-transportation	\$716,409	0	\$716,409
Total	\$1,790,292	\$608,439	\$2,398,730
	75%	25%	
Total Flow (gallons)	27,951,881	63,941,924	91,893,806
Cost/000 gallons of flow	\$64.05	\$9.52	\$26.10

Cost Recovery By Customer Class: Sewer Utility

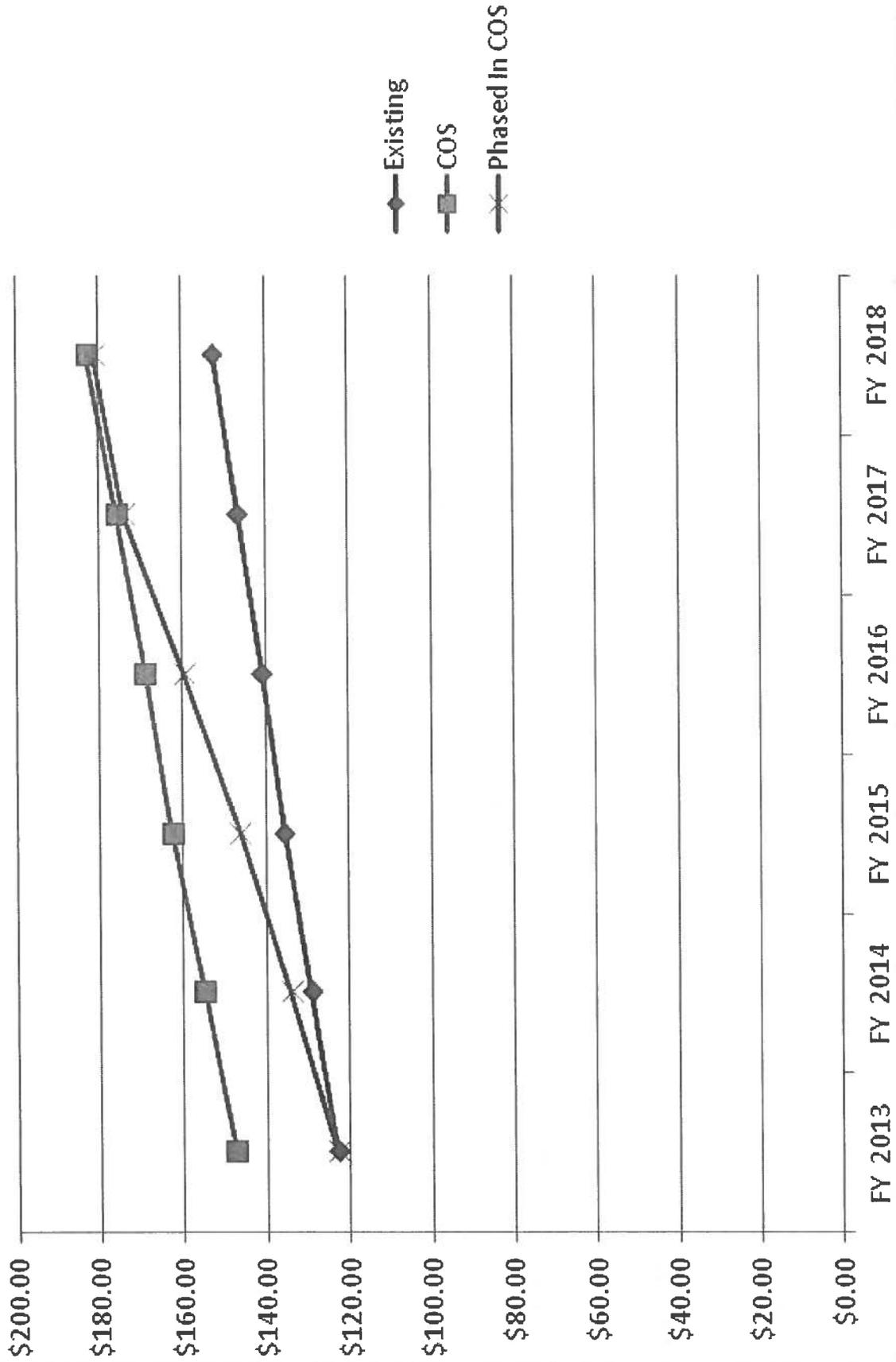
Existing Revenue Recovery, FY 2013



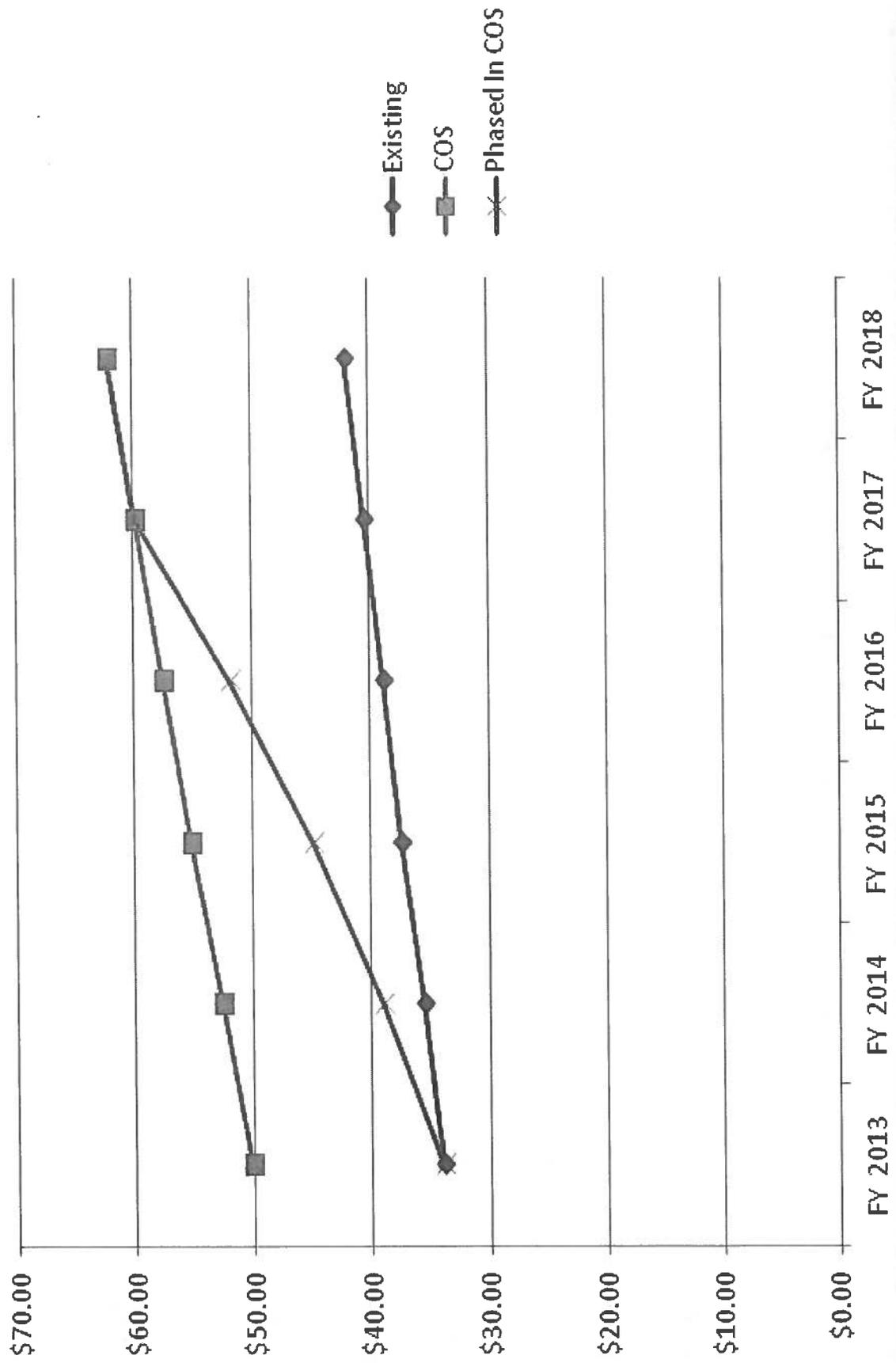
Updated COS Revenue Recovery, FY 2013



Hauled Sewer, 1000 gallon/1 x per week



Residential Piped Sewer, Flat Monthly Rate



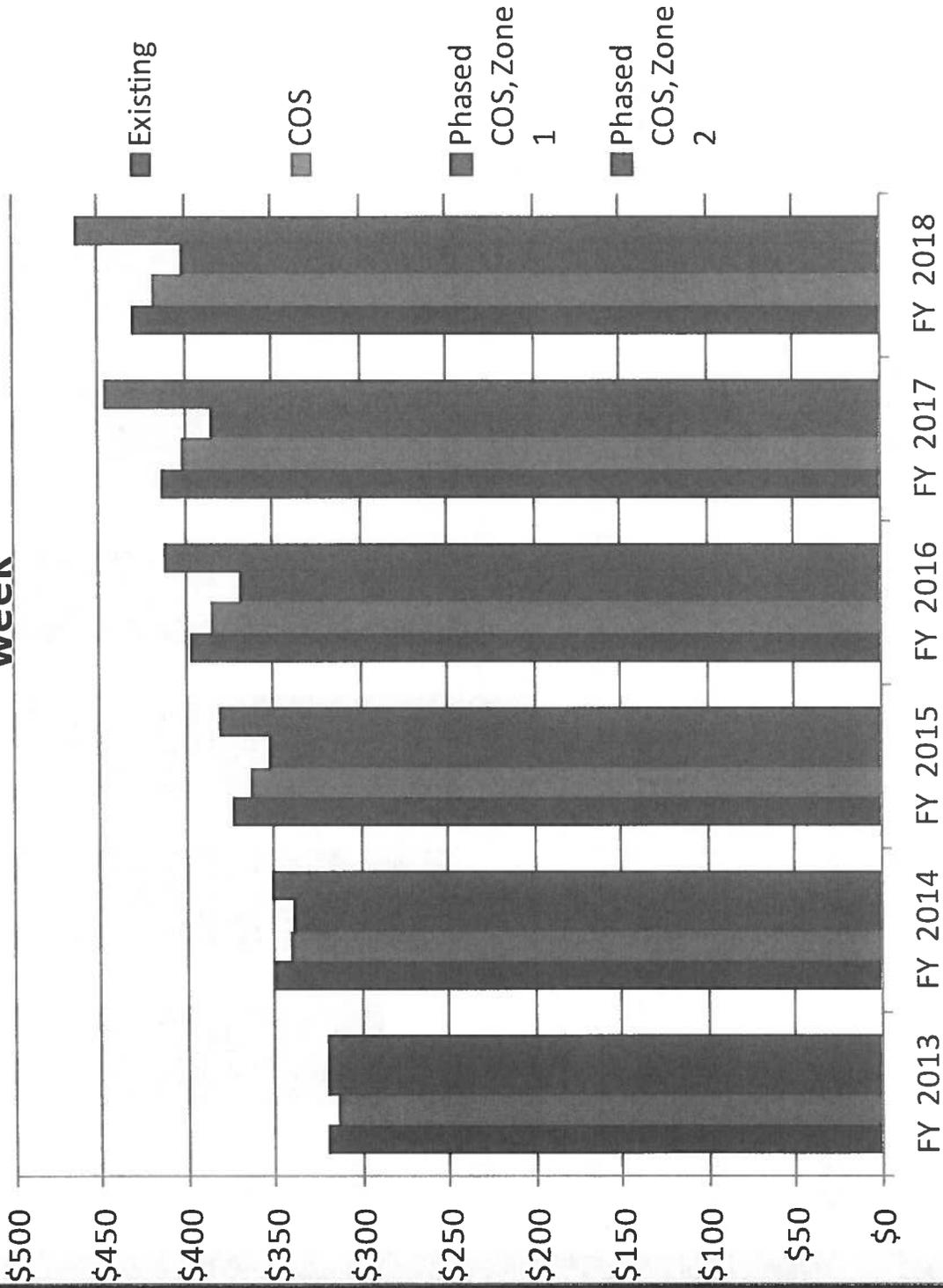
Summary of Rate Design Options

Rate Design Description	Advantage	Disadvantage
Across the board increases	Easy to implement/explain; greater revenue stability	Equity; cost of service analysis supports a change in revenue recovery among customer classes
Cost of service rates	Rate equity—recovers revenue in proportion to estimated system demands	Shifts revenue recovery; harder to explain; significant bill impacts to some users
Phased Cost of Service Rates	Maintains existing rate structure; more gradual shift towards COS rates;	Shifts revenue recovery gradually; More significant rate increases for piped water residential customers; moderate increases for piped sewer residential customers

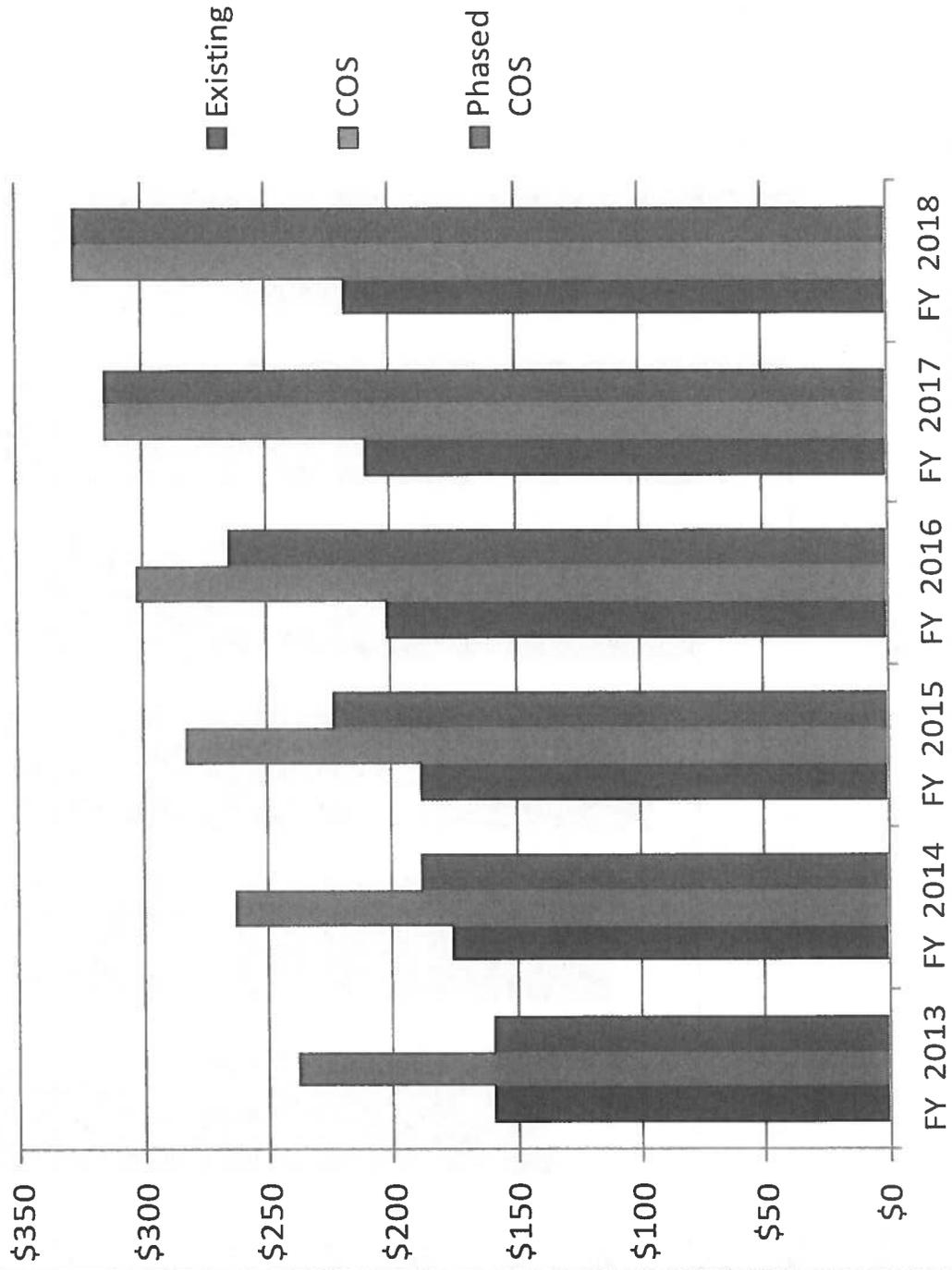
Cost of Service Study Results

- **Water utility:** cost recovery shifts from hauled customers to piped customers. Potential rate impacts are largest for piped residential customers (flat rate) and hauled customers with smaller tank capacity
- **Sewer utility:** cost recovery shifts from piped commercial to hauled customers (relatively small shift) and piped residential (larger shift).

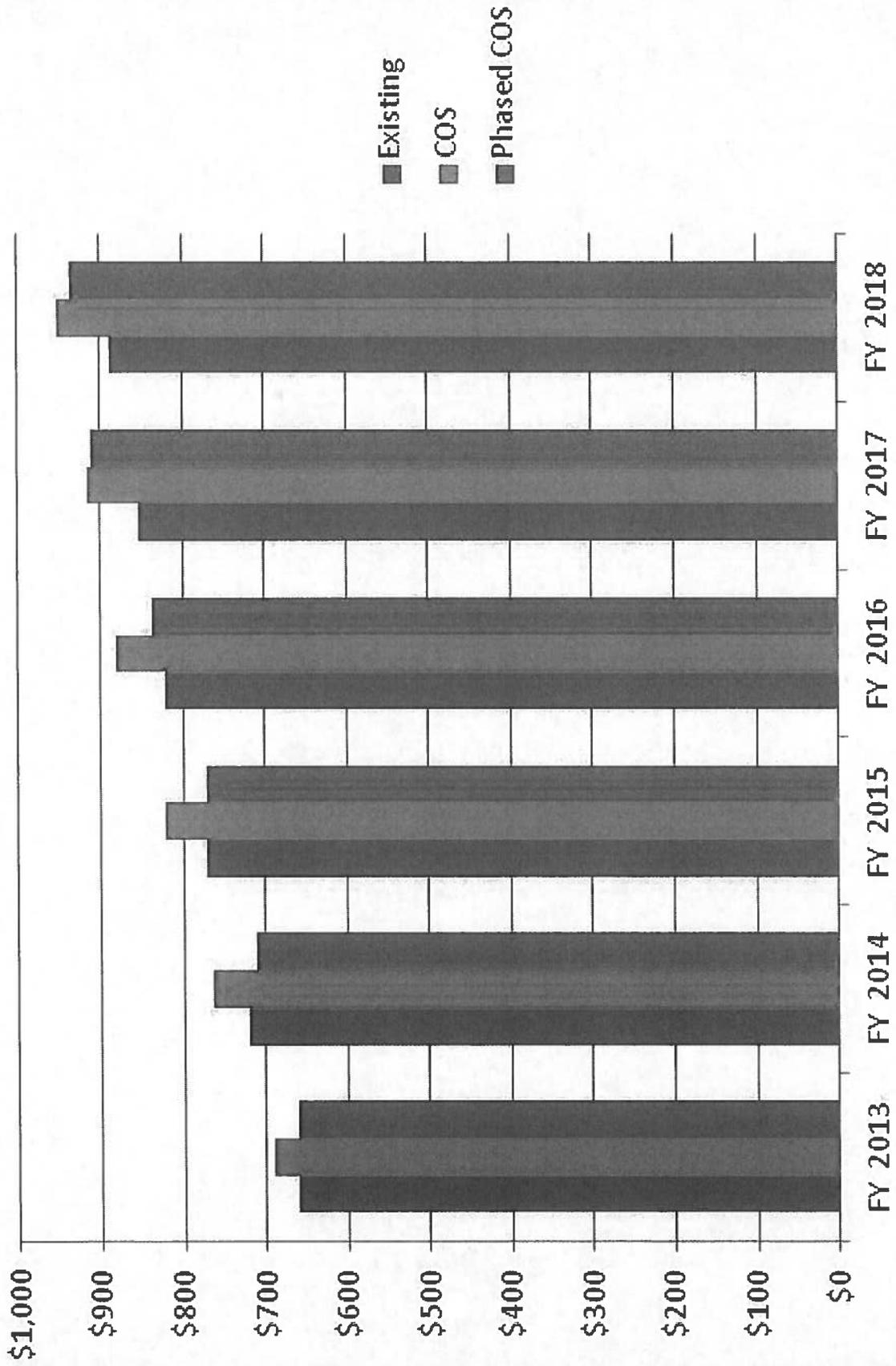
Hauled Combined Monthly Bill, 1000 gallon/1x per week



Flat Rate Combined Monthly Bill



Piped Commercial Combined Monthly Bill



Policy Issues

- Rate increase strategy
- Implementation of cost of service rates vs. other revenue recovery options
- Consideration of a two-zone hauled water rate structure
 - Zone 2 would include hauled customers in Kasayuli, Larsen, and Tundra Ridge subdivisions as well as hauled customers located near the airport

Estimated Annual Depreciation Cost

- Estimated Annual Depreciation Cost based on Replacement Cost of Existing Assets
- Cost estimates are for major system components
- Information was not available for all assets
- Cost estimates are rough, order of magnitude estimates and should not be used for any other purpose
- Sources: 2005 master plan, recent contract awards, 2010 Institutional Corridor Feasibility Study, Water/Sewer Utility Asset Report

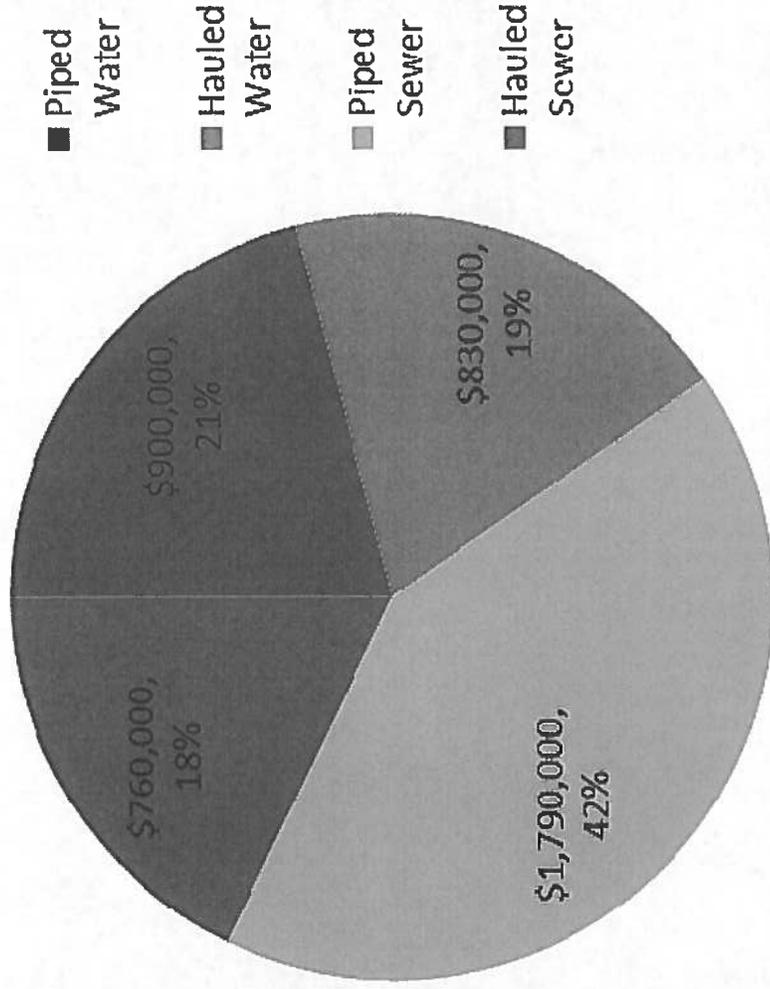
Estimated Asset Life

- Water/Sewer HDPE Pipe: 50 years
- Lift Stations: 25 years
- Treatment Plant: 30 years
- Lagoon: 25 years
- Well: 30 years
- Storage tank: 40 years
- Water/Sewer Trucks: 8 years
- Service Trucks: 8 years

Estimated Annual Depreciation Cost

- Estimated Replacement Value: \$121 million (includes contingency and admin/engineering)
- Estimated Annual Depreciation Expense: \$4.3 million
- Piped sewer has largest annual depreciation expense because of limited asset sharing with hauled system and shorter life of assets (i.e. lagoon and lift stations)

Allocation of \$4.3 mill Annual Dep Expense



Estimated Annual Depreciation Cost per 1000 gallons of Production

Annual System Replacement R&R Contribution		Hauled Water		Piped Sewer		Hauled Sewer	
	Piped Water	Hauled Water	Piped Sewer	Hauled Sewer			
Annual System Depreciation	\$900,000	\$830,000	\$1,790,000	\$760,000			\$4,280,000
Water Produced/Flow (gallons)	46,263,490	31,057,646	63,941,924	27,951,881			
Dep Cost/000 gallons	\$19.45	\$26.72	\$27.99	\$27.19			

Potential Impacts to Customer

- Monthly charge per customer account would be approximately \$115 per month to fully fund estimated annual depreciation expense
- Volume charges would range from \$12.00 per 1,000 gallons to \$28.00 per 1,000 gallons depending on customer class.
- Potentially significant rate impacts to both water and sewer customers

Policy Issues

- Fully funding replacement cost of system would be expensive and a burden to rate payers
- Building towards a targeted level is more attainable goal:
 - USDA requirement
 - Replacement cost of most critical system component
- Hauled water and sewer currently contributing to Fleet Replacement Fund through rates (ranged from \$35k-\$75k annually)
- All water and sewer customers currently paying subscription fees to fund renewal and replacement

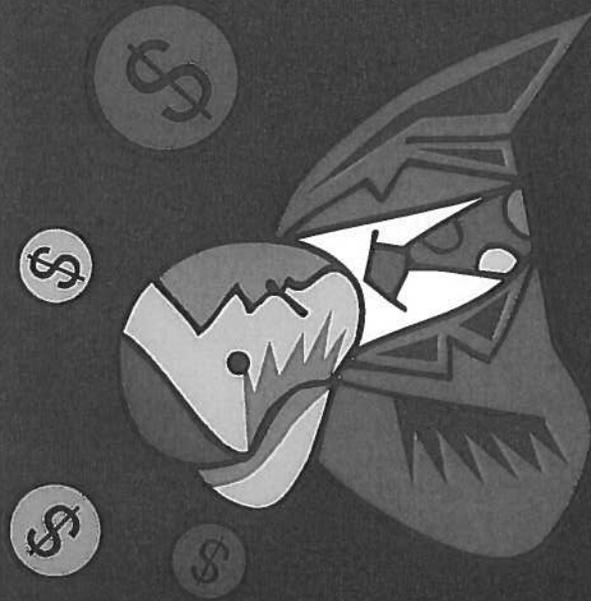
Cost per Household to Operate Circulation Pumps

- Assumptions:
 - Amps 0.74
 - Volts 110
 - Hours per Day 24
 - Days of Operation 240
 - Number of Pumps 2
 - Average \$/kWh \$0.15
- $\text{kW} = \text{Amps} * \text{Volts} / 1000 = 0.0814 \text{ kW}$
- $\text{kWh/yr} = \text{kW} * \text{Hours/Day} * \text{Days/yr} = 468.9 \text{ kWh/yr}$
- $\text{Annual Cost} = \text{kWh} * \$/\text{kWh} = \$70.33/\text{year}$

Recommendations

- Review financial plan regularly to ensure actual revenues and expenditures are tracking with the projections developed in this analysis
 - Potential O&M changes to Water Utility associated with addition of Institutional Corridor customers
- Increase rates as needed in future years to meet the financial needs of the systems.
- Increase annual Renewal and Replacement contribution to meet targeted goal
- Implement data collection procedures to collect necessary data for future studies
- Conduct rate update in 5-6 years

Discussion/Q&A



Unfinished Business

Introduced by: City Manager Foley
Date: April 9, 2013
Public Hearing: April 23, 2013
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #13-10

AN ORDINANCE APPROVING THE ACQUISITION OF CITY PROPERTY/LAND FROM THE STATE OF ALASKA DEPARTMENT OF MILITARY AFFAIRS IN ACCORDANCE TO BMC 4.08.030(B) ACQUISITION AND DISPOSAL OF LAND

WHEREAS, the City of Bethel is interested in a concurrent transfer of the land currently under lease to the State of Alaska Department of Military and Veteran's Affairs (DMVA) from DMVA to the City of Bethel (Ordinance 13-10) then from the City of Bethel to the Lower Kuskokwim School District (Ordinance 13-11);

WHEREAS, in accordance with BMC 4.08.020 the City Council may acquire any interest in real property by purchase, lease, exchange, transfer, donation or any other method; all acquisitions 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 real property described as Lots 7 through 17, Block 7, Bethel Townsite, designed as Municipal Reserve on Official townsite plat, United States Survey 3230-A and 3230-B;

WHEREAS, on August 12, 1976 the City of Bethel entered into a 40 year lease agreement with the Alaska Department of Military Affairs for the identified property, the lease agreement is set to expire August 12, 2016;

WHEREAS, while leasing the land, the State of Alaska Department of Military Affairs constructed the Armory building which has become a relied upon usable gym space for Ayaprun Elitnaurvik Immersion School, the Kuskokwim Learning Academy as well as a number of community events and sports teams;

WHEREAS, in addition to the former Armory building, there are a number of outbuilding constructed of which the City of Bethel Public Works department is interested in using for maintenance and storage;

WHEREAS, according to section 7. D, of the lease agreement, all buildings, structure...shall remain the property of tenant and at the expiration or

Introduced by: City Manager Foley
Date: April 9, 2013
Public Hearing: April 23, 2013
Action:
Vote:

termination of the term of the lease, the tenant shall: Remove all improvements...and leave said lease land in clean, cleared and salable condition;

WHEREAS, recognizing the importance of the former Armory building to the community as well as the City's interest in obtaining the outbuildings on the leased land, the City will agree to terminate said lease agreement between the City of Bethel and the State of Alaska Department of Military and Veteran's Affairs;

WHEREAS, the Lower Kuskokwim School District (LKSD) is in negotiations with the State of Alaska Department of Military and Veteran's Affairs (ADMVA) for the ownership transfer of the former Armory building from ADMVA to LKSD;

WHEREAS, if the transfer of the former Armory building from ADMVA to LKSD occurs, the transfer would avert the responsibility of demolition of the building from the State of Alaska and the City of Bethel to LKSD;

WHEREAS, the building transfer would also allow for the continued use of the building for the Ayaprun Elitnaurvik Immersion School, the Kuskokwim Learning Academy as well as a number of community events and sports teams as opposed to being demolished this coming summer by the State of Alaska as required by the lease agreement;

WHEREAS, concurrent to the transfer of the building from ADMVA to LKSD, the City will convey the property identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17, located at 570 Fourth Avenue, Bethel, Alaska directly from the State of Alaska Department of Military and Veteran's Affairs to the Lower Kuskokwim School District;

WHEREAS, the City Council is interested in taking over the ownership of the outbuildings located on lots 9 through 15 and will maintain ownership of those lots,

WHEREAS, contingent on LKSD's ability to establish ownership of the former National Guard Armory building located at 570 Fourth Avenue, Bethel, Alaska, the City of Bethel under the authority of BMC 4.08.030(B) transfers the interest in real property for the land identified as US Survey 3230 A&B Block 7 Lots

Introduced by: City Manager Foley
Date: April 9, 2013
Public Hearing: April 23, 2013
Action:
Vote:

7, 8, 16, and 17 to LKSD through a separate sales or lease agreement (Ordinance 13-11);

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreements mentioned herein, acquire in the form of lease termination, US Survey 3230 A&B Block 7 Lots 7 through 17, located at 570 Fourth Avenue, Bethel, Alaska from the State of Alaska.

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 04.08.020(A) Acquisition of property in the form of lease termination.

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 _____, BY A VOTE OF __ IN FAVOR AND ___ OPPOSED.

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

9th Whereas Statement :

recognizing the importance of the former Armory building to the community as well as the City's interest in obtaining the outbuildings on the leased land, the City will agree to terminate said lease agreement between the City of Bethel and the State of Alaska Department of Military and Veteran's Affairs pursuant to an executed Termination of Lease Agreement;

13th Whereas Statement:

concurrent to the transfer of the building from ADMVA to LKSD, the City will convey the land underneath the building and parking lot, more properly identified in US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17, located at 570 Fourth Avenue, Bethel, Alaska directly from the State of Alaska Department of Military and Veteran's Affairs to the Lower Kuskokwim School District;

**DMVA PROPOSED NEW LEASE AREA
DOWNTOWN BETHEL ARMORY**



- Legend**
- Well
 - Armory
 - OMS Building
 - Armory AST
 - FMD Office Building
 - Warm Storage
 - Cold Storage
 - Proposed Gates
 - City Boardwalk
 - Current Fence
 - Fence to be Removed
 - Proposed Fence
 - New Lease Lots
 - Released Lots



LEASE AGREEMENT

THIS INDENTURE OF LEASE is made this 12th day of August, 1976, by and between THE CITY OF BETHEL, a municipal corporation, hereinafter called Landlord, and STATE OF ALASKA, DEPARTMENT OF MILITARY AFFAIRS, hereinafter called the Tenant;

WITNESSETH:

1. Premises. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, does hereby let, lease and demise to Tenant that certain real property hereinafter called "Leased Premises", situated in Bethel, Alaska, and more particularly described as:

Lots 7 through 17, Block 7, BETHEL TOWNSITE, designated as Municipal Reserve on official townsite plat, United States Survey 3230-A and 3230-B.

2. Appurtenances, Etc. Landlord leases and grants to Tenant all easements, parking and loading rights, right of ingress and egress, fixtures and appurtenances now or hereafter belonging or appertaining to said premises.

3. Encumbrances. The described premises are leased, subject to deed restrictions, easements, rights-of-way, if any, zoning and building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority.

4. Term. The term of this lease shall be forty years, commencing August 12, 1976, through and including August 11, 2016, unless sooner terminated as hereinafter provided. Tenant may extend the term at Tenant's option for two (2) additional ten (10) year terms. The conditions of such extensions shall be as if this lease were originally written for fifty (50) and sixty (60) years, respectively. The Tenant shall give the Landlord notice of exercise of the option at least one (1) year prior to the expiration of the term.

5. Rental. Tenant agrees to pay an annual rental fee of One Dollar (\$1.00) for each and every year of the entire term hereof, payable on or before January 31, of each year.

6. Compliance with Laws and Care of Premises. Tenant shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter enacted in any manner affecting the demised premises or the sidewalks, alleys, streets, and way adjacent thereto or any buildings, structures, fixtures and improvements or the use thereof, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Tenant agrees to hold Landlord financially harmless (a) from the consequences of any violation of such laws, ordinances and/or regulations, and (b) from all claims for damages on account of injuries, death or property damage resulting from such violation. Tenant further agrees that it will not permit any unlawful occupation, business or trade to be conducted on said premises or any use to be made thereof contrary to any law, ordinance or regulation as aforesaid with respect thereto.

DICKSON & EVANS
ATTORNEYS AT LAW
880 N STREET
ANCHORAGE, AK. 99501
(907) 276-2272

Tenant, at its own cost and expense, shall keep the leased premises and all improvements which at any time during the term of this lease may be situated thereon, in good condition and repair during the entire term of this lease, hereby expressly waiving the right to make repairs at the expense of Landlord as provided for in any statute or law in effect at the time of the execution of this lease or any amendment thereof, or any other statute or law which may be hereafter passed during the term of this lease.

7. Tenant's Right, Etc. Tenant, when not in default of performance of any of its obligations hereunder shall have the following rights, during the term of this Lease, from time to time, in such manner, and to such extent as Tenant may in its sole judgment deem advisable:

(a) To demolish, remove or otherwise dispose of any improvements presently or subsequently situated upon the demised premises.

(b) To erect, place, or install upon the leased premises buildings, structures, and improvements as from time to time it shall deem advisable.

(c) To make such alterations, additions and repairs to the leased premises as it may desire.

(d) All buildings, structures and permanent improvements, including signs which have been or may be installed, placed or attached in or about the leased premises by Tenant, shall remain the property of Tenant. At the expiration or termination of the term of the Lease, or any extended term thereof, Tenant shall:

(1) Remove all improvements located on the leased land, and upon his failure to do so Landlord may, at his option, remove, demolish, or otherwise dispose of such improvements at the expense of the Tenant, and

(2) Leave said lease land in a clean, cleared and saleable condition.

(e) Upon termination by expiration of time or otherwise of this Lease, or of any renewal thereof, Tenant shall remove all trade fixtures and other moveable items of personalty, provided that any damage caused to the leased premises by reason of such removal shall be paid by Tenant. Any trade fixtures and other moveable items of personalty not so removed by Tenant shall become the property of Landlord. Tenant may, as part of a rebuilding or expansion program, demolish any part or all of the buildings, structures or improvements to be located on the leased premises.

8. Liens. Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the leased premises or improvements for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents, contractors, or sublessees, in connection with work of any character performed or claimed to have been performed on said premises or improvements by or at the direction or sufferance

DICKSON & EVANS
ATTORNEYS AT LAW
800 N STREET
ANCHORAGE, AK. 99501
(907) 276-2272

of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be demanded by Landlord to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such nonpayment. Such security need not exceed one and one-half times the amount of such lien or such claim of lien or Tenant may record the bond contemplated by Section 34.35.072, Alaska Statutes. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

9. Use of premises. The Tenant covenants that the demised premises will be used only for purposes directly related to the operation of the Department of Military Affairs and no commercial use whatsoever shall be made of the demised premises. The Tenant further covenants that he will neither cause, nor maintain, nor permit any public or private nuisance to exist on the leased land, nor will Tenant fail to maintain the land in an orderly, neat, and clean condition, free of hazard and nuisance.

10. Indemnification. Tenant agrees to protect, defend, indemnify and save harmless Landlord from and against any and all claims, demands and causes of action and of any nature whatsoever, and any expenses incident to defense of and by Landlord therefrom, for any injury to or death of persons or loss of or damage to property occurring on the demised premises, or in any manner arising out of Tenant's use and occupation of said premises, or the condition thereof, during the term of this Lease.

Tenant shall procure and maintain public liability insurance coverage, naming Landlord as an insured, which coverage, pertaining to the demised premises, shall not be less than (1) \$_____ per person, \$_____ in the aggregate per accident, and \$_____ property damage; or (2) amounts which the Landlord reasonably requires to adequately cover the risks involved, whichever is greater. Tenant agrees to furnish copies of certificates evidencing insurance coverage of the demised premises to Landlord.

11. Condemnation. If the whole or any part of the demised premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the demised premises, or any part thereof, the following provisions shall be operative:

(a) Taking of All Premises. The term herein demised and all rights of Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination so that Tenant shall have paid rent up to the time of taking only; provided, however, that Tenant shall be entitled to that portion of the award attributable to the value of the buildings or improvements put up by Tenant with its own funds.

(b) Taking of Substantial Part of Premises. If the taking reduces the ground area of the demised premises by at least fifty (50%) percent and materially affects the use being made by the Tenant of the demised premises, Tenant shall have the right, by written notice to Landlord effected not later than thirty (30) days after possession shall be taken, to elect to terminate this lease.

DICKSON & EVANS
ATTORNEYS AT LAW
800 H STREET
ANCHORAGE, AK. 99501
(907) 276-2272

(1) If the election to terminate be made:
The provisions of (a) of this section relating to the taking of the whole shall govern; or

(2) If the election not be made:

(a) The lease shall continue;

(b) The Landlord shall be entitled to the full condemnation proceeds except the portion thereof attributable to the value of the buildings or improvements put up by Tenant; and

(c) Rent at the old rate shall be adjusted as of the date of taking of possession, and the rent for the balance of the term, except as modified from time to time under provision 8 hereof, shall be reduced so that the new rent shall be that part of the former rent (before condemnation) which the unimproved value of the untaken premises (appraised after the taking, and repair of any building damage) bears to the unimproved value of the entire premises demised immediately before the taking.

(d) Taking of Insubstantial Part of Premises. -- If the taking is of such an insubstantial portion of the ground area that the use being made by Tenant of the leased premises is not materially affected, the provisions of (b) (2) above of this section (where election not made) shall govern.

12. Quiet Enjoyment. -- Provided Tenant is not in default hereunder, Landlord covenants that Tenant shall have peaceful and quiet enjoyment of the leased premises without let or hindrance on the part of Landlord, and that Landlord will warrant and defend Tenant in the peaceful and quiet enjoyment of the demised premises.

13. Notices. -- Any and all notices required or permitted under this lease, unless otherwise specified in writing by the party whose address is changed, shall be as follows:

Landlord: CITY OF BETHEL
Bethel, Alaska 99559

Tenant: STATE OF ALASKA
DEPARTMENT OF MILITARY AFFAIRS
ALASKA NATIONAL GUARD - BETHEL
P.O. Box 508
BETHEL, ALASKA 99559

14. Default. -- If Tenant at any time during the term of this lease shall (a) fail to make payment of any installment of rent or of any other sum herein specified to be paid by Tenant, or (b) fail to observe or perform any of Tenant's other covenants, agreements or obligations, such default shall constitute a breach of this lease.

in such notice, the term of this lease and all rights granted Tenant hereunder shall come to an end as fully as if the lease then expired by its own terms, and Tenant hereby covenants peaceably and quietly to yield up and surrender to Landlord said leased premises and all structures, buildings, improvements and equipment located thereon, and to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord as will properly evidence termination of Tenant's rights hereunder or its interest therein.

In the event of termination of this lease as in this paragraph above provided, Landlord shall have the right to repossess the leased premises and such structures, buildings, improvements and equipment, either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Tenant, including damages for rent not then accrued. Landlord shall also have the right, without resuming possession of the premises or terminating this lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder.

15. Costs Upon Default. -- In the event either party shall be in default in the performance of any of its obligations under this lease and an action shall be brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefor, including a reasonable attorney's fee.

16. Rights or Remedies. -- Except insofar as this is inconsistent with or contrary to any provision of this lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

17. Waiver and Forebearance. -- Except to the extent that Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by Landlord to seek a remedy for any breach of Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach.

18. Inspection. -- Landlord shall at all reasonable times during Tenant's business hours have access to the premises for the purpose of inspection.

19. Successors in Interest. -- This lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

20. Underground Conditions and Water Drainage. --

(a) Tenant has made, or prior to the construction of any building will make, its own soil tests and this lease is made subject to and without liability because of or resulting from any fill or any subsurface or soil condition upon the leased land.

(b) Tenant shall not drain or discharge water from the leased land on to adjoining land; the leased land shall be

graded and drained to cause the discharge of all water on the street adjoining the leased land or into an established drainage easement, if any, on the leased land.

21. Mineral Reservation Clause. -- Landlord expressly reserves unto itself, its successors and assigns, all oil, gas, associated hydro-carbons and minerals and the right to prospect for, mine and remove said oil, gas, hydro-carbons and minerals. The Tenant's use of the surface and such portion of subsurface as is necessary for effective use of the surface shall not be disturbed or impaired by this mineral reservation or the exercise of any rights pertaining thereto.

22. Destruction of Improvements on Demised Premises. -- If all or part of the improvements placed by Tenant on the demised premises are destroyed by fire, earthquake or other cause, Tenant shall remove the debris and clean up the affected area within 270 days of the occurrence of such destruction.

23. Screening of Garbage Storage Area. Tenant must provide a screened or fenced area for the temporary storage of garbage or trash pending removal of such material. Plans for such screening or fencing are subject to Provision 10 hereof.

24. Assignment or Subletting. Tenant must not assign or sublet the demised premises or any part thereof without the prior written consent of Landlord to such subletting or assignment provided that Tenant may assign this Lease, or any part thereof, to a lending institution, for loan security purposes, and provided that this right to assign shall not be construed as a subordination of Landlord's rights hereunder, nor a subordination of its fee. Landlord's permission to subletting or assignment will not be unreasonably withheld. Tenant's request to assign or sublease must be in writing and must show name and address of the proposed assignee or sublessee.

25. Holding Over. In the event that the Tenant holds over at or after the end of the term, or any extended term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the holding over period.

26. Integration and Modification. This document contains the entire agreement of the parties hereto. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this lease and the performance of either party hereto are merged and integrated into the terms of this document.

This Lease may not be modified nor amended except by a writing signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement the day and year first hereinabove written.

TENANT
STATE OF ALASKA

Dorel X. Skantz
DEPARTMENT OF MILITARY AFFAIRS
ALASKA NATIONAL GUARD

LANDLORD
CITY OF BETHEL

By: *[Signature]*
Burt L. Bartlett
CITY MANAGER

DICKSON & EVANS
ATTORNEYS AT LAW
880 K STREET
ANCHORAGE, AK. 99501
(907) 276-2272

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12th day of August, 1976, before me, the undersigned Notary Public, personally appeared Bruce L. Bartlett to me known and known to be the City Manager of the CITY OF BETHEL, and he acknowledged to me that he executed the foregoing instrument as a free and voluntary act and deed of said corporation for the uses and purposes therein stated, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

Rebecca J. Nelson
Notary Public, State of Alaska
My Commission Expires: ~~6-2-79~~
4-2-79

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12th day of August, 1976, before me, the undersigned Notary Public, personally appeared Donald Shantz to me known and known to be the Administrative Ass't of the STATE OF ALASKA, DEPARTMENT OF MILITARY AFFAIRS, and he acknowledged to me that he executed the foregoing instrument as a free and voluntary act and deed of said corporation for the uses and purposes therein stated, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

Rebecca J. Nelson
Notary Public, State of Alaska
My Commission Expires: 4-2-79

DICKSON & EVANS
ATTORNEYS AT LAW
800 H STREET
ANCHORAGE, AK. 99501
(907) 276-2272

TERMINATION OF LEASE AGREEMENT

This Agreement is made this _____ day of _____, 2013, by and between the City of Bethel, a municipal corporation, hereinafter called LANDLORD, and STATE OF ALASKA, DEPARTMENT OF MILITARY AFFAIRS, hereinafter called the TENANT.

This Agreement modifies the Lease Agreement entered into on August 12, 1976 between LANDLORD and TENANT, specifically:

Section 4 (Term) is amended my mutual consent of the parties. The term of the Lease shall expire immediately preceding the transfer of the land to the STATE OF ALASKA, DEPARTMENT OF EDUCATION, Lower Kuskokwim School District, hereinafter LKSD.

Section 5 (Rental. TENANT and LANDLORD agree that if there are any monies due for rent for the original remaining portion of the Lease, the LANDLORD will waive such rents due. Conversely, if such rents were pre-paid, TENANT agrees to waive any refund of such rents.

Section 7 (Tenant’s Right) shall be amended my mutual consent to waive the requirement for the demolition, removal or other disposal on the land provided the buildings, structures or other improvements have been accepted by either LANDLORD or LKSD per attached Exhibit A. Any buildings, structures or improvements not specifically accepted, in writing, must be demolished and removed from the land as per the original terms of the Lease.

Section 7 (Tenant’s Right) shall be amended to relieve TENANT from the responsibility of clearing the land. Such responsibility shall pass to LKSD pursuant to the Sales Agreement filed consecutively herein.

DATED this _____ day of _____, 2013.

THE CITY OF BETHEL

ALASKA DEPT. OF MILITARY AFFAIRS

BY: _____

BY: _____

ITS: _____

ITS: _____

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared _____, known to be the person who executed the foregoing document.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared _____, known to be the person who executed the foregoing document.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska
My Commission Expires: _____

CONVEYANCE WITH RIGHT OF ENTRY

This Agreement is entered into this _____ day of _____, 2013 by and between the State of Alaska, Department of Military and Veteran’s Affairs (Grantor) and the City of Bethel, a municipal corporation, (Grantee).

Grantor hereby grants to Grantee, several structures located in Bethel, Alaska at Block 7, Survey 3230-B, Lots 9, 10, 11, 12, 13, 14 & 15 (hereinafter “Outbuildings”). This conveyance excludes the building currently known as the “old armory” located at Lots 7, 8, 16 & 17.

The outbuildings are hereby conveyed for the total cost of One (\$1) Dollar and are free and clear of any encumbrances and liens. No other warranties are made as to the outbuildings.

Grantor reserves a right of entry for a period not to exceed one (1) year in order to fulfill its lease obligation with Grantee to return the land to its original condition. Per separate agreement amending the terms of the original lease, Grantor is no longer required to remove the buildings being sold to Grantee but must, however, clean-up the fuel spill and any other hazardous conditions located underneath and around the outbuildings currently being sold to Grantee.

Grantor shall have the right to enter onto Grantee’s land and to take all necessary steps to remediate the hazardous condition(s) at Grantor’s sole expense and liability.

STATE OF ALASKA
DEPARTMENT OF MILITARY & VETERAN’S AFFAIRS

BY: _____

ITS: _____

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared _____, known to be the person who executed the foregoing document.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska
My Commission Expires: _____

Introduced by: City Manager Foley
Date: April 9, 2013
Public Hearing: April 23, 2013
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #13-11

AN ORDINANCE APPROVING THE DISPOSAL OF CITY PROPERTY/LAND TO LOWER KUSKOKWIM SCHOOL DISTRICT IN ACCORDANCE TO BMC 4.08.030(B) ACQUISITION AND DISPOSAL OF LAND

WHEREAS, Pursuant to Bethel Municipal Code 4.08.030(B) the City Council may, by ordinance, provide for the disposal of an interest in real property to an appropriate entity providing a necessary public service without seeking bids and for less than the current assessed value or current appraised value of that interest in real property;

WHEREAS, all disposals made pursuant to BMC 4.08.030(B) for less than the current assessed value or current appraised value shall include a condition requiring that the interest being disposed of shall revert to the City in the event the real property disposed of is not being used to provide the necessary public service justifying the original disposal;

WHEREAS, the City of Bethel is owner of US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17, located at 570 Fourth Avenue, Bethel, Alaska;

WHEREAS, the former National Guard Armory building is owned by the Alaska Department of Military and Veterans Affairs and sits on the identified parcel of land;

WHEREAS, the Lower Kuskokwim School District is in negotiations with the State of Alaska Military and Veteran's Affairs with the goal of obtaining ownership of the building formerly known as the Armory;

WHEREAS, under the authority of BMC 4.08.030(B) transfers the interest in real property for the land identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 to LKSD through a separate sales agreement

WHEREAS, such a transfer is contingent upon (1) LKSD's ability to establish ownership of the former National Guard Armory building located at 570 Fourth Avenue, Bethel, Alaska, the City of Bethel, (2) successful termination of the current lease with the National Guard Armory; (3) issuance of a Warranty

Introduced by: City Manager Foley
Date: April 9, 2013
Public Hearing: April 23, 2013
Action:
Vote:

Deed with Reverter to LKSD and (4) a Sales Agreement for the land between the City and LKSD;

WHEREAS, to maintain control of the land identified, LKSD as the owners/operators of the land, must continue to provide a necessary public service by using the land for operations focused on education for youth and/or physical activities for community members;

WHEREAS, this transfer of property will remain in effect until such time as the real property identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 ceases to be used as a public school gymnasium for one hundred twenty (120) consecutive days;

WHEREAS, if the land reverts back to the City due to the change of use or otherwise, the Lower Kuskokwim School District shall demolish and cause cleanup of the site to a point of saleable condition.

WHEREAS, such clean-up includes removal of all buildings and structures on the land and all hazardous materials on and underneath the ground, even if the hazardous materials predate the date of this Ordinance.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreements mentioned herein, reserved, and contained on the part of the Lower Kuskokwim School District to be paid, kept, and performed, does hereby authorize the transfer of City of Bethel real property identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 to the Lower Kuskokwim School District.

NOW, THEREFORE BE IT FURTHER ORDAINED by the City Council of Bethel, Alaska, that:

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 Entity Providing Necessary Public Service, the City Manager is authorized to: Execute the sale lease of US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 for an amount of ~~\$10.00~~ not to exceed \$1 per year to the Lower Kuskokwim School District.

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

Introduced by: City Manager Foley
Date: April 9, 2013
Public Hearing: April 23, 2013
Action:
Vote:

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS
__ DAY OF _____, BY A VOTE OF __ IN FAVOR AND ____ OPPOSED.**

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

6th Whereas Statement:

under the authority of BMC 4.08.030(B) transfers the interest in real property for the land identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 more specifically, to the land directly underneath the armory building and parking lot to LKSD through a separate sales or lease agreement;

7th Whereas Statement:

such a transfer is contingent upon (1) LKSD's ability to establish ownership of the former National Guard Armory building located at 570 Fourth Avenue, Bethel, Alaska, the City of Bethel, (2) successful termination of the current lease with the National Guard Armory; (3) issuance of a Warranty Deed with Reverter to LKSD and (4) a Sales or Lease Agreement for the land between the City and LKSD;

8th Whereas Statement:

this transfer of property will remain in effect until such time as the real property identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 ceases to be used as a public school gymnasium for one hundred twenty (120) consecutive days or the lease is terminated;

Now Therefore bit it Ordained Statement:

the City, in consideration of the agreements mentioned herein, reserved, and contained on the part of the Lower Kuskokwim School District to be paid, kept, and performed, does hereby authorize the transfer of City of Bethel real property underneath the armory building and attached parking lot more specifically identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 to the Lower Kuskokwim School District.

WARRANTY DEED WITH REVERTER

The Grantor, the CITY OF BETHEL, an Alaska Municipality, who address is PO Box 1388, Bethel, Alaska, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant unto the Grantee, the LOWER KUSKOKWIM SCHOOL DISTRICT, a State of Alaska school, who address is PO Box _____, Bethel, Alaska, the following described real property:

US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17, located at 570 Fourth Avenue, Bethel, Alaska [only that portion of the land directly beneath the old armory building and the parking lot]

Said real lot is warranted and conveyed to LKSD and is to be used exclusively for a public school gymnasium and community purposes and is subject to the terms and conditions as set out in the Sale Agreement filed concurrently with this document.

In the event that the Grantee, the Lower Kuskokwim School District, ceases to use the land as a public school gymnasium for more than one hundred twenty (120) consecutive days, or if said structure is removed, destroyed or otherwise abandoned, said parcel shall immediately revert back to the Grantor, the City of Bethel.

DATED this _____ day of _____, 2013.

THE CITY OF BETHEL

BY: _____

ITS: _____

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared _____, known to be the person who executed the foregoing document.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska
My Commission Expires: _____

SALE AGREEMENT

The Grantor, the CITY OF BETHEL, an Alaska Municipality, who address is PO Box 1388, Bethel, Alaska, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant unto the Grantee, the LOWER KUSKOKWIM SCHOOL DISTRICT, a State of Alaska school, who address is PO Box _____, Bethel, Alaska, the following described real property.

US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17, located at 570 Fourth Avenue, Bethel, Alaska [only that portion of land directly beneath the old armory building and the parking lot]

Pursuant to Bethel Municipal Code (BMC) Section 4.08.030(B), the CITY desires to sell the above-described parcel of land to LKSD. The sale price for the land is well-below any assessed value and is sold without a bid. As such, should the land no longer be used to maintain a public school gymnasium for any period exceeding One Hundred-Twenty (120) Consecutive Days, the land will automatically revert back to CITY.

In accepting the Land, LKSD agrees to use the land for public education and community purposes only.

The CITY previously leased the land to the Alaska National Guard which housed an Armory on the land. LKSD has purchased the Armory building and now desires to maintain the building on the land. The Armory building is known to contain asbestos and lead-based paint.

As a condition of the Sale Agreement, should the land revert back to the CITY, LKSD takes on full and total responsibility for returning the land back to the original state it was in before the lease with the Alaska National Guard, less normal wear and tear. This means LKSD will remove any and all buildings and structures and will remove all contaminants now known and later discovered on the land. These contaminants are found in the building, on the land and underneath the land.

LKSD agrees to remove all of the hazardous materials at its sole cost and agrees it will have no reimbursement from the CITY. The CITY has disclosed the land contains creosote pilings, may have underground tanks and fuel lines and may store numerous hazardous materials.

[Remainder of this Page Intentionally Left Blank]

In purchasing the land, LKSD accepts it as is, where is, with all known and undiscovered hazardous materials both on and underneath the ground and agrees to hold the CITY, its officials, employees and agents, harmless from and against any claims for damages, clean-up, remediation, property and personal injury.

DATED this _____ day of _____, 2013.

THE CITY OF BETHEL

LOWER KUSKOKWIM SCHOOL DISTR.

BY: _____

BY: _____

ITS: _____

ITS: _____

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared _____, known to be the person who executed the foregoing document.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared _____, known to be the person who executed the foregoing document.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska
My Commission Expires: _____

LEASE AGREEMENT

between

City of Bethel

and

**Lower Kuskokwim School
District (LKSD)**

Effective Date: _____

TABLE OF CONTENTS

ARTICLE 1 – LEASED LAND	4
1.1 Description of Leased Land.	4
1.2 Property Accepted "As-is".....	4
1.3 Permits.....	4
1.4 Rent.....	5
ARTICLE 2 – LEASE TERM.....	5
2.1 Lease Term.....	5
2.2 Options to Extend.....	5
ARTICLE 3 – USE OF LEASED LAND.....	5
3.1 Use of Leased Land.	5
3.2 Obligations of LESSEE.....	5
3.3 Adequacy of Leased Land and Public Facilities.....	6
3.4 Tariffs and Other Service Fees.....	6
3.5 Utilities and Taxes.....	6
ARTICLE 4 – UTILITIES AND RIGHTS OF ACCESS.....	6
4.1 Utility Services.....	6
4.2 Utilities.....	6
4.3 Easements.....	7
ARTICLE 5 – CONSTRUCTION BY LESSEE.....	7
5.1 Improvements on Leased Land.....	7
5.2 City Review of Construction.....	8
ARTICLE 6 – RETURN OF LEASED LAND/SITE CONDITIONS.....	8
6.1 Return of Leased Land in Original Condition.....	8
6.2 Return of Leased Land in Different Condition.....	8
ARTICLE 7 – CAUSES BEYOND CONTROL.....	9
ARTICLE 8 – TERMINATION FOR CONVENIENCE.....	9
ARTICLE 9 – LESSEE'S ACTS OF DEFAULT.....	9
ARTICLE 10 – REMEDIES FOR DEFAULT BY LESSEE.....	10
ARTICLE 11 - TITLE TO IMPROVEMENTS INSTALLED BY LESSEE.....	12
11.1 Real Property Improvements.....	12
11.2 Personal Property.....	12
ARTICLE 12 – ASSIGNMENT OR SUBLEASE.....	12
12.1 Assignment of Lease or Subleasing.....	12
ARTICLE 13 – LESSEE'S DUTY TO DEFEND/INDEMNIFY.....	13
ARTICLE 14 – INSURANCE.....	13
14.1 Minimum Insurance Requirements.....	13

14.2	<i>Subrogation Rights Waived</i>	14
ARTICLE 15	– MAINTENANCE AND REPAIRS.....	14
15.1	<i>Normal Maintenance</i>	14
15.2	<i>Safety Issues</i>	14
15.3	<i>Updating or Improvements</i>	15
ARTICLE 16	– ENVIRONMENTAL CONCERNS.....	15
16.1	<i>Hazardous Materials</i>	15
16.2	<i>Permits and Reporting</i>	17
ARTICLE 17	– ESTOPPEL CERTIFICATES	17
ARTICLE 18	– CONDITIONS AND COVENANTS.....	18
ARTICLE 19	– NO WAIVER OF BREACH.....	18
ARTICLE 20	– COMPUTATION OF TIME	18
ARTICLE 21	– SUCCESSORS IN INTEREST.....	18
ARTICLE 22	– ENTIRE AGREEMENT	18
ARTICLE 23	– GOVERNING LAW	18
ARTICLE 24	– PARTIAL INVALIDITY	18
ARTICLE 25	– RELATIONSHIP OF PARTIES.....	18
ARTICLE 26	– INTERPRETATION.....	19
ARTICLE 27	– CAPTIONS	19
ARTICLE 28	– AMENDMENT.....	19
ARTICLE 29	– NOTICES.....	19

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "LEASE") is made by and between the City of Bethel (the "CITY"), a municipal corporation located in Bethel, Alaska, whose mailing address is Post Office Box 1388, Bethel, Alaska 99559 and Lower Kuskokwim School District, a State of Alaska School, (the "LESSEE"), whose mailing address is Post Office Box _____, Bethel, Alaska 99559.

WHEREAS, LESSEE has indicated its desire to lease real property located on Fourth Avenue commonly known as "the old armory site" in Bethel Alaska.

WHEREAS, it is the intent of this LEASE to transfer from CITY to LESSEE the entire burden of compliance with present or future environmental regulations or controls with respect to LESSEE's operations on the leased land and facilities during the lease term.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 – LEASED LAND

- 1.1 *Description of Leased Land.* The Leased Land commonly known as the "old armory grounds" and "parking lot" is located on Fourth Avenue in the City of Bethel, Alaska, more specifically described as Lots 7, 8, 16 & 17 of Block 7, US Survey 3230-B.
- 1.2 *Property Accepted "As-is."* LESSEE acknowledges that it has inspected the Leased Land and Facilities and accepts the same "as-is" and without reliance on any expressed or implied representations or warranties of CITY, or agents of CITY, as to the actual physical condition or characteristics thereof and the legal description or depiction of the Leased Land in Article 1.1.
- 1.3 *Permits.* LESSEE, at its sole cost, shall obtain all permits necessary for the operation of its facilities on the Leased Land. CITY may from time to time, upon request of LESSEE, execute such documents, petitions, applications and authorizations as may be necessary, to file with an agency or public body responsible for an application for conditional use permits, zoning and re-zoning, preliminary and final plat approval, or plan approval that may be required for the lawful construction and operation of the facilities of LESSEE permitted on the Leased Land by the terms of this LEASE. However, nothing in this Article shall be construed as requiring CITY to support or approve any such application or permit requests. If the agency or public body responsible to approve or grant such application or permit request is a City of Bethel agency, department, or board, LESSEE shall follow all City of Bethel procedures, the same as any other applicant making similar requests of the City of Bethel, according to the ordinances, resolutions, or any regulation, rules or procedures of the City of Bethel. Nothing in this Article imposes any duty or responsibility on CITY to assist LESSEE in obtaining any other permits or approvals, including without limitation those required by the U.S. Army Corps of Engineers (e.g., wetland fill permits), the Environmental Protection Agency (e.g., Clean Air Act permits), the Alaska Department of Transportation and Public Facilities (e.g., right-of-way permits), the Alaska Department of Fish and Game, and the Alaska Department of Environmental Conservation.

1.4 *Rent.* LESSEE shall pay, from July 1, 2013 to June 30, 2032, rent of \$_____ per month for the available land. Rent shall be paid . [~~monthly, at once,~~]

ARTICLE 2 – LEASE TERM

2.1 *Lease Term.*

- a) The Lease Term shall be from July 1, 2013 to June 30, 2032. The Lease Term shall commence on the date this LEASE is signed by CITY and that date shall be the effective date of this LEASE (the "Effective Date").
- b) Except for extensions as provided in Article 2.2 below, this LEASE is not subject to renewal.

2.2 *Options to Extend.* At the expiration of the initial term, at the sole discretion of CITY, the Lease Term may be extended, with rent payable as specified in Article 1.4, provided that:

- a) LESSEE shall send written request for an extension to the address noted in Article 31 at least one hundred eighty days (180) days prior to the expiration of the then current lease term;
- b) LESSEE is not in default under any term or provision of this LEASE.

ARTICLE 3 – USE OF LEASED LAND

3.1 *Use of Leased Land.* LESSEE shall use Leased Land primarily as a public school gymnasium and may occasionally use it for other public events, as the school deems appropriate. Should the LESSEE discontinue use of the current structure on the Leased Land for a period in excess of 120 (One hundred twenty) consecutive days, the LEASE shall be considered to be in breach.

3.2 *Obligations of LESSEE.* LESSEE may use the Leased Land only in accordance with applicable CITY zoning code provisions and provided the following conditions are met:

- a) The Leased Land is to be completely cleaned and restored to its original condition, that is, any buildings or structures currently on the land must be removed, any underground pipes or contaminants must also be removed and the land must be free and clear of any encumbrances or appurtenances upon termination of this LEASE.
- b) LESSEE agrees to prohibit the use, keeping, storage, or disposal of Hazardous Materials on the Leased Land except as permitted in Article 17 of this LEASE.
- c) LESSEE shall not use the Leased Land in any manner or construct any facilities thereon which would inhibit the use of adjacent or other lands.
- d) LESSEE shall continue to use the Leased Land for the specific purpose(s) described above. Any changes to this site require CITY approval, through the City Manager, prior to additional construction. LESSEE's failure to obtain CITY approval of any changes to the site development plan or LESSEE's failure to install the improvements according to the site development plan shall be a

LESSEE Act of Default under this LEASE. LESSEE shall provide a site plan of leased land showing location of any improvements and proposed storage of materials.

- 3.3 *Adequacy of Leased Land and Public Facilities.* CITY makes no representations or warranties as to the fitness of any particular part or the whole of CITY'S leased land for the uses intended by LESSEE, and LESSEE has inspected those facilities, if any, and has satisfied itself that the leased land is sufficient for the intended uses by LESSEE. CITY makes no representations or warranties of any nature with respect to the commercial practicability or accuracy of any information provided by CITY.
- 3.4 *Tariffs and Other Service Fees.* CITY shall have the right to make amendments to its tariffs, regulations and scheduled fees; if any, from time to time even if those adjustments shall cost LESSEE more for its operations or use of public facilities, if any, and CITY is free to do so.
- 3.5 *Utilities and Taxes.* LESSEE will pay for utilities and taxes related to operations on the Leased Land and LESSEE's interest in this LEASE and any improvements thereon before such obligations become delinquent; provided that LESSEE may, in good faith and before such delinquency, contest any such charge or assessment.

ARTICLE 4 – UTILITIES AND RIGHTS OF ACCESS

- 4.1 *Utility Services.* Utility services are not included in LESSEE's rent. LESSEE shall arrange for their own utility services and bear all costs for utilities.
- 4.2 *Utilities.* LESSEE, at LESSEE's sole cost and expense, shall provide for public utilities to the Leased Land sufficient for LESSEE's intended operations. In so doing, LESSEE shall comply with all CITY regulations and requirements, and the tariffs of the affected utilities, with respect to the use of those utilities. CITY agrees to cooperate and assist the LESSEE, through consultation and review, in LESSEE's planning and engineering of any improvements to current utilities. All utilities will be located and sized in accordance with CITY's Master Plan for the area leased. Utilities constructed by the LESSEE within the public right-of-ways or within public utility easements will normally be accepted and maintained by CITY or utility companies and may be used to serve other customers of LESSEE's without payment of fees or reimbursement of construction cost to the LESSEE. However, this does not preclude several lessees from agreeing to share the cost of constructing a utility to serve their facilities. CITY or other utility company may determine that it would be to their benefit to oversize the utility or install special fittings or equipment in order to serve other existing or future users. The additional direct costs of such over sizing shall be borne by CITY or other utility company. Such costs shall be limited to the supplier's cost of the additional fittings, equipment, direct labor, and equipment costs to complete the installation. The costs of over sizing pipe or electrical conduit shall be limited to the difference between the supplier's price to provide the size required to serve its facility and the price of the oversized material required by CITY or utility company.

LESSEE shall not be entitled to any refund, rebate, or payments from CITY for any rent, investment, or costs incurred by LESSEE with respect to any required permits for construction or operation of LESSEE's facilities on the Leased Land, it being the intent of

the parties that the risk of obtaining required permits be solely a risk undertaken by LESSEE.

- 4.3 *Easements.* In order to provide for the orderly operation of the Leased Land and adjacent lands, it may be necessary, desirable or required that street, railroad, water, sewer, drainage, gas, power line and other easements and dedications and similar rights be granted or dedicated over or within portions of the Leased Land.

As additional consideration for this LEASE, CITY and LESSEE each shall, at the request of the other, join with each other in executing and delivering such documents from time to time and throughout the Lease Term as may be appropriate, necessary, or required by the several governmental agencies (including the City of Bethel), public utilities and other users or tenants of CITY land for the purpose of granting such easements and dedications; provided, however, that such easements and dedications and similar rights do not unreasonably interfere with LESSEE's operations. The costs of locating or relocating any public easements or restrictions of record including any relocation of public road, railroad, utility, or other easements shall be at the sole cost and expense of the party requesting the relocation. CITY shall not refuse reasonable requests for such relocations provided those relocations do not interfere with or inhibit the overall development of CITY property or other public property. Any easements or rights of access granted to LESSEE by CITY need not be exclusive to LESSEE.

ARTICLE 5 – CONSTRUCTION BY LESSEE

- 5.1 *Improvements on Leased Land.* LESSEE shall have the right to maintain, alter or remodel, buildings and other improvements on the Leased Land as described in Article 1.1, subject to the following conditions:
- a) The cost of any construction, reconstruction or of any changes, alterations or improvements, shall be borne and paid for by LESSEE.
 - b) If applicable, LESSEE shall provide CITY with a copy of all building plans and specifications and a site development plan or plans (based on a recent survey) for the Leased Land prior to commencement of construction.
 - c) LESSEE is solely responsible for resurveying and locating improvements on the Leased Land in such manner not to violate building setback requirements or encroach into rights-of-ways or easements. On completion of any improvements, LESSEE shall provide CITY a copy of an as-built survey depicting the improvements as completed on the Leased Land.
 - d) Any general contractor employed by LESSEE shall be appropriately bonded by use of performance and labor and material payment bonds in the customary form when cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000). Copies of all such bonds shall be furnished to CITY prior to commencement of construction. If the cost of the work is less than FIFTY THOUSAND DOLLARS (\$50,000.00), LESSEE shall provide CITY, if no performance and labor and material bonds are provided by LESSEE, any necessary assurances or guarantees that the contemplated work will be performed by the general contractor or by LESSEE. In the event that LESSEE elects to construct the facility with its own personnel and equipment, or the

personnel and equipment of any corporation or person that is an "affiliate" of LESSEE as such term is defined in AS 10.06.990(2) or Alaska limited liability company in which LESSEE maintains a substantial membership interest¹, a performance bond shall be required when the cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000).

- e) CITY may give notice of non-responsibility for any improvements constructed or effected by LESSEE on the Leased Land.
- f) LESSEE shall comply with all federal, state and local statutes and regulations with respect to such construction, including but not limited to all applicable building, mechanical, and fire codes.

5.2 *City Review of Construction.* CITY shall have the right to review initial plans, including those supplied to CITY under Article 5.1 hereof, and any future changes or additions to LESSEE's facilities, if any, on the Leased Land, by reviewing the design thereof prior to the commencement of construction. CITY shall have the right to comment upon that design and to require LESSEE to make reasonable changes so as to avoid interference with public operations, but the exercise of these rights shall not imply any obligation to do so or any obligation to do so in a particular way. LESSEE shall remodel the facility in accordance with final design specifications approved by CITY. CITY's representatives may monitor the work and shall have access to the site at all reasonable times. LESSEE shall be solely responsible for completing all improvements according to LESSEE's plans and specifications and shall bear all risk, responsibility, and liability for properly surveying the Leased Land before construction and to place all improvements on the Leased Land without encroaching upon any land, easements, rights-of-way, or setback requirements. LESSEE shall obtain the usual and customary performance guarantees from its contractors, and CITY shall be named as an additional insured.

ARTICLE 6 – RETURN OF LEASED LAND/SITE CONDITIONS

6.1 *Return of Leased Land in Original Condition.* Subject to the provisions of Article 11.1 herein, upon termination of this LEASE for any reason, LESSEE shall return the Leased Land to in clean and habitable condition. The Leased Land shall be free of all structures, Hazardous Materials and contamination arising out of, preceding, or resulting from or occurring during LESSEE's operations or use of the Leased Land during this LEASE or from or occurring during use by prior Tenants. LESSEE is aware the land has been contaminated, as are both buildings. At the insistence of LESSEE, the CITY is once again foregoing its rights to have the previous Tenant restore the land to its original condition and is instead allowing LESSEE to Lease the land, as is, with the understanding that it will assume all obligations of the prior tenant to return the land to its original, untainted condition.

6.2 *Return of Leased Land in Different Condition.* Notwithstanding the provisions of Article 6.1 above, upon termination of this LEASE for any reason LESSEE may return the Leased Land in a re-contoured or graded clean, safe, and stable condition different from its original condition provided CITY grants written approval of LESSEE'S plans for

¹ Affiliate means a person that directly or indirectly through one or more intermediary's controls, or is controlled by, or is under common control with, a corporation subject to the Alaska Corporation Code.

development of the Leased Land contours, including its plans for material extraction and final grade.

ARTICLE 7 – CAUSES BEYOND CONTROL

In the event the LESSEE is prevented by a cause or causes beyond control of the LESSEE from performing any obligation of this LEASE, non-performance resulting from such cause or causes shall not be deemed to be a breach of this LEASE which will render the LESSEE liable for damages or give rights to the cancellation of the LEASE for cause. However, if and when such cause or causes cease to prevent performance, the LESSEE shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this Article, means any one or more of the following causes which are not attributable to the fault or negligence of the LESSEE and which prevent the performance of the LEASE: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the LESSEE from performing the terms of the LESSEE as set forth herein. Events which are unique to the LESSEE and would not prevent another LESSEE from performing, including, but not limited to financial difficulties, are not causes beyond the control of the LESSEE. CITY will determine whether the event preventing the LESSEE from performing is a cause beyond the LESSEE'S control

ARTICLE 8 – TERMINATION FOR CONVENIENCE

CITY or LESSEE may terminate this LEASE at any time by giving ninety (90) days written notice to the other party of such termination and specifying the effective date of such termination. If this LEASE is terminated due to the fault of the LESSEE, Article 9 of this LEASE shall govern the rights and liabilities of the parties.

The rent payment for the month of termination shall be for the full month and shall not be prorated or refunded if effective date of termination is prior to the last day of the month.

ARTICLE 9 – LESSEE'S ACTS OF DEFAULT

Each of the following shall be a "LESSEE Act of Default" under this LEASE and the terms "acts of default" and "default" shall mean, whenever they are used in this LEASE, anyone or more of the following events:

- 9.1 Failure by LESSEE to pay promptly when due, and in no event later than ten (10) days from the due date thereof, the rent required to be paid under this LEASE.
- 9.2 Failure by LESSEE to observe, fulfill or perform any covenants, conditions or agreements on its part to be observed or performed under this LEASE for a period of thirty (30) days after written notice specifying such failure, requesting that it be remedied, and stating that it is a notice of default, has been given to LESSEE by CITY; provided, however, that if said default is such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the default is corrected.
- 9.3 The making by LESSEE of an assignment for the benefit of creditors, the filing of a petition in bankruptcy by LESSEE, the adjudication of LESSEE as insolvent or bankrupt, the petition or application by LESSEE to any tribunal for any receiver or any trustee for

itself or for any substantial part of its property; or the commencement of any proceeding relating to LESSEE under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute or similar law or statute of any jurisdiction, whether now or hereafter in effect.

- 9.4 Violation by LESSEE of any laws or regulations of the United States, or of the State of Alaska, or any conditions of any permits issued by agencies of the City of Bethel, the State of Alaska or of the United States Government applicable to LESSEE's use of the Leased Land, pursuant to the regulations of such agencies, for a period of thirty (30) days after written notice specifying such violation has been given by the agency charged with the enforcement of such laws, regulations or permits to LESSEE; provided, however, if such violation be such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the violation is corrected. Furthermore, if LESSEE shall contest such alleged violation through appropriate judicial or administrative channels, the time period specified herein shall not commence until such proceedings are finally determined provided such proceedings are diligently pursued; provided, however, that any such extension of time shall not be effective if the effect of the interim administrative or judicial action is to cause a stoppage, interruption or threat to the activities of any person or entity other than those of LESSEE.
- 9.6 Failure of LESSEE to maintain the facility as a public school gymnasium for a period exceeding 120 (one hundred twenty) consecutive days.
- 9.7 Failure of LESSEE to to keep the public rights of way clear.

ARTICLE 10 – REMEDIES FOR DEFAULT BY LESSEE

Whenever an act of default by LESSEE shall have occurred, and any applicable period for giving notice and any opportunity to cure shall have expired, CITY shall have the following rights and remedies all in addition to any rights and remedies that may be given to CITY by statute, common law or otherwise:

- 10.1 CITY may distain for rent due any of LESSEE's personal property which comes into CITY's possession. This remedy shall include the right of CITY to dispose of personal property distained in any commercially reasonable manner. It shall be conclusively presumed that compliance with the procedures set forth in the Alaska Uniform Commercial Code (AS 45.29.601-.628) with respect to sale of property shall be a commercially reasonable disposal.
- 10.2 CITY may re-enter the Leased Land and take possession thereof and, except for any personal property of LESSEE which CITY has waived its right to distain under Article 10.1 above, remove all personal property of LESSEE from the Leased Land. Such personal property may be stored in place or may be removed and stored in a public warehouse or elsewhere at the cost of LESSEE all without service of notice or resort to legal process, all of which LESSEE expressly waives.
- 10.3 In addition to the above, CITY may if applicable:
- a) Declare this LEASE terminated;

- b) Collect any and all rents due or to become due;
 - c) Recover from LESSEE, whether this LEASE be terminated or not, reasonable attorney's fees and all other expenses incurred by CITY by reason of the breach or default by LESSEE;
 - d) Recover an amount to be due immediately on breach equal to the unpaid rent for the entire remaining term of this LEASE;
 - e) Recover all damages incurred by CITY by reason of LESSEE's default or breach including, but not limited to, the cost of recovering possession of the Leased Land, expenses of re-letting including costs of necessary renovation and alteration of the premises, reasonable attorney's fees and any real estate commissions actually paid;
 - f) Remove or require the removal of any improvements constructed without CITY approval or constructed contrary to site development plans approved by CITY and recover all costs and expense incurred by CITY to remove violating improvements.
 - g) Recover all damages incurred by CITY by reason of LESSEE's default or breach, including, but not limited to, the cost of removing all structures, cleaning up the land and removing all hazardous materials found on the land.
- 10.4 If LESSEE does not immediately surrender possession of the Leased Land after termination by CITY and upon demand by CITY, CITY may forthwith enter into and upon and repossess the Leased Land and expel LESSEE without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.
- 10.5 No expiration or termination of this LEASE shall expire or terminate any liability or obligation to perform of LESSEE's which arose prior to the termination or expiration except insofar as otherwise agreed to in this LEASE.
- 10.6 Each right and remedy of CITY provided for in this LEASE shall be cumulative and shall be in addition to every other right or remedy provided for in this LEASE or now, or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by CITY of any one or more of the rights and remedies provided for in this LEASE or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by CITY of any or all other rights or remedies provided for in this LEASE or now or thereafter existing at law, or in equity or by statute or otherwise.
- 10.7 No delay or omission to exercise any right or power accruing following an act of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 11 - TITLE TO IMPROVEMENTS INSTALLED BY LESSEE

- 11.1 *Real Property Improvements.* All improvements constructed by LESSEE on the Leased Land or on easements to or from the same, such as buildings, warehouses, and similar improvements, shall remain the property of the LESSEE and shall be removed within three (3) months of termination of this Agreement at LESSEE's sole expense.
- 11.2 *Personal Property.* Any other provisions of this LEASE to the contrary notwithstanding, LESSEE, upon termination of this LEASE for any reason, may, but need not, promptly remove, in no event later than sixty (60) days from the termination of the LEASE, trade fixtures and equipment from the Leased Land provided that LESSEE shall repair any damages to the Leased Land caused by such removal.

ARTICLE 12 – ASSIGNMENT OR SUBLEASE

- 12.1 *Assignment of Lease or Subleasing.* The rights and duties created by the LEASE are personal to LESSEE and CITY has granted the LEASE in reliance upon the individual character and financial capability of LESSEE. Therefore, LESSEE shall not assign or sublease this LEASE without CITY's prior written consent, in CITY's sole discretion. LESSEE may sublease a portion of the Leased Land or buildings or improvements located thereon only with CITY's prior written consent, which consent shall be granted if:
- a) The use of the Leased Land by the proposed sub-lessee is compatible with the use of adjacent lands;
 - b) The proposed use is a permitted use under the then existing zoning, regulations and comprehensive land use plan;
 - c) LESSEE has made a written request to sublease a portion of the Leased Land or buildings or improvements located thereon and provided CITY with a copy of the sublease agreement. The sublease agreement shall state that it is subject to and subordinate to this LEASE and any amendments thereto;
 - d) The sub-lessee shall agree to defend, indemnify and hold harmless the CITY, its officials, employees, and agents, from any and all liability or claims for damages, including personal injuries, death and property damage arising out of or resulting from sub-lessee's use of the Leased Land by themselves, their agents, contractors, guests or the public, except for damages arising from the sole negligence or willful acts or omissions of CITY, its officials, employees, agents, or contractors;
 - e) LESSEE's full faith and credit shall remain obligated under this LEASE as though the sublease had not taken place;
 - f) The sub-lessee assumes and agrees in writing to pay and perform all of the obligations of LESSEE hereunder including, without limitation, Article 17 Environmental Concerns; and

- g) The sub-lessee has a credit-worthiness demonstrated to be equal to or better than LESSEE and has operating experience suitable to manage any facilities located on the Leased Land.

ARTICLE 13 – LESSEE'S DUTY TO DEFEND/INDEMNIFY

13.1 *General Duty to Indemnify.* LESSEE shall defend, indemnify and hold harmless CITY, its officials, employees, agents, and contractors from any and all liability or claims for damages, including personal injuries, environmental damage, death and property damage arising out of or resulting from LESSEE's use of the Leased Land or the use of the Leased Land by LESSEE's sub-lessees, assignees, agents, contractors or the public, except for damages arising from the sole negligence or willful acts or omissions of CITY, its officials, employees, agents, or contractors. If any action or proceeding is brought against LESSEE by reason of any such occurrence, LESSEE shall notify CITY promptly in writing of such action or proceeding.

13.2 *Duty to Indemnify regarding Hazardous Materials.* LESSEE has knowingly accepted land which contains contaminants and hazardous materials. The full extent of the hazardous materials is unknown at the time of the signing of this LEASE. LESSEE agrees to take full responsibility for the Hazards found on the land and for their ultimate clean-up. To that end, LESSEE shall defend, indemnify and hold harmless CITY, its officials and agents from any and all liability or claims for damages, including personal injuries, environmental damage, death, clean-up and property damage arising out of the Hazardous Materials currently found on the Land or disposed on the land during and prior to LESSEE's term. If any action or proceeding is brought against LESSEE by reason of any such occurrence, LESSEE shall notify CITY promptly in writing of such action or proceeding.

ARTICLE 14 – INSURANCE

14.1 *Minimum Insurance Requirements.* Prior to commencement of the Lease Term or LESSEE'S occupancy of the Leased Land, LESSEE shall procure and maintain, at LESSEE's sole cost and expense, comprehensive commercial general liability insurance with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000) for all injuries and/or deaths resulting to any one person and ONE MILLION DOLLARS (\$1,000,000) limit from any one occurrence. The comprehensive commercial general liability insurance shall include coverage for personal injury, bodily injury, and property damage or destruction.

LESSEE shall also maintain workers' compensation insurance as required under Alaska law.

The minimum amounts and types of insurance provided by LESSEE shall be subject to revision at the sole discretion of CITY in accordance with standard insurance practices, in order to provide continuously throughout the term of this LEASE and any extensions hereof, a level of protection consonant with good business practice and accepted standards in the industry. Such factors as changes in the type of or extent of use of the Lease Land, increases in the cost of living, inflationary pressures, and other considerations, shall be utilized in assessing whether the minimum insurance requirements should be increased. CITY shall notify LESSEE of any required increase in insurance coverage.

All insurance policies shall provide for thirty (30) days' notice of cancellation and/or material change to be sent to CITY at the address designated in Article 31 of this LEASE. All such policies shall be written by insurance companies legally authorized or licensed to do business in the State of Alaska and acceptable to CITY (Best's Rating B+ or better). CITY shall be listed as an additional insured under all insurance policies. LESSEE shall furnish CITY, on forms approved by CITY, certificates evidencing that it has procured the insurance required herein prior to the occupancy of the Leased Land or operation by LESSEE.

- 14.2 *Subrogation Rights Waived.* To the extent permitted by law, LESSEE hereby releases CITY, its elected and appointed officials, employees and volunteers and others working on behalf of CITY from any and all liability or responsibility to LESSEE or anyone claiming through or under LESSEE by way of subrogation or otherwise, for any loss of any kind (including damage to property caused by fire or any other casualty), even if such loss shall have been caused by the fault or negligence of the CITY, its elected or appointed officials, employees or volunteers or others working on behalf of the CITY. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of LESSEE's occupancy or use (including LESSEE's occupancy or use prior to the Effective Date of this LEASE), and LESSEE's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of LESSEE to recover thereunder except as against CITY (including its elected and appointed officials, employees and volunteers and others working on behalf of CITY) during the time of LESSEE's occupancy or use. LESSEE agrees that its policies of insurance will include such a clause or endorsement.

ARTICLE 15 – MAINTENANCE AND REPAIRS

- 15.1 *Normal Maintenance.* During the entire term of this LEASE and every extension hereof, if any, LESSEE shall, at LESSEE's sole cost, risk and expense, maintain the Leased Land, including any improvements existing or placed thereon by LESSEE, in as good condition as received by LESSEE, subject to normal, non-abusive use. CITY, at CITY's sole option and expense, may, prior to the commencement of construction by LESSEE, perform maintenance and preventative work on the Leased Land, exclusive of improvements placed thereon by LESSEE, in order to prevent erosion, mitigate damage to plants and animals, or prepare the Leased Land for eventual development by LESSEE or others by grading, filling or contouring the Leased Land. Any such work performed by CITY shall be at CITY's sole expense and risk unless LESSEE agrees, in advance and in writing, to share such expense and risk. LESSEE shall maintain in first class condition at all times all fire, pollution and other protective equipment, if any are placed on Leased Land.
- 15.2 *Safety Issues.* CITY may notify LESSEE in writing of any deficiencies in the performance of LESSEE's maintenance responsibilities as they relate to public health or safety and LESSEE shall promptly within ten (10) days of receipt of such notice advise CITY in writing of its proposed schedule for performance of any work necessary to cure such deficiencies.

If such deficiencies relate to the safety of LESSEE's operation such that the surrounding land and facilities are exposed to risk, unnecessary potential hazards, or a risk to the public interest (as distinguished from a business risk), or if CITY is not satisfied with the

proposed schedule of repairs either because of the delays therein or the scope of the repairs, then CITY may engage an independent engineering consultant who shall furnish to CITY a comprehensive survey and report for the purpose of establishing both the need and urgency to perform such maintenance work. As soon as' practicable following receipt of said engineer's determinations and recommendations, if the report requires repair then LESSEE shall pay the cost of the report and perform such work in accordance therewith at LESSEE's cost, risk and expense.

15.3 *Updating or Improvements.* If any facility or service provided by CITY to the Leased Land shall become inadequate due to changes in environmental control standards or should any facility require updating or improvement by reason of a change in LESSEE's use of the Leased Land or operations there from, LESSEE shall either construct such improvements at LESSEE's own cost or reimburse CITY for such work at the option of CITY.

ARTICLE 16 – ENVIRONMENTAL CONCERNS

16.1 *Hazardous Materials.*

- a) *Condition of Site.* LESSEE has had full opportunity to examine the sites for the presence of any Hazardous Material and accepts the site in "as is" condition. LESSEE may elect, at LESSEE's sole cost, to conduct a baseline soils test prior to execution of this LEASE.
- b) *Release of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE releases CITY from any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising prior to, during, and after the term of this LEASE, and resulting from the use, keeping, storage or disposal of Hazardous Material on the Leased Land by LESSEE or its predecessors in interest, or arising out of or resulting from LESSEE's operations at the Leased Land or the operations of its predecessors in interest at the Leased Land except for those claims arising out of CITY's sole negligence or intentional misconduct. This release includes, without limitation, any and all costs incurred due to any investigation of the Leased Land or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision or by law or regulation.
- c) *Use of Hazardous Materials on the Site.*
 - i) LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Land except for such Hazardous Material as is necessary to conduct LESSEE's authorized use of the Leased Land.
 - ii) Any Hazardous Material permitted on the Leased Land as provided in this paragraph, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all Environmental Laws or other laws or regulations applicable to such Hazardous Material.

- iii) LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, ground water, sewer system or any body of water, if such material (as reasonably determined by the City, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the (a) health, welfare or safety of persons, whether located on the Leased Land or elsewhere; or (b) condition, use or enjoyment of the Leased Land or any other area or personal property.
 - iv) LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept or brought on the Leased Land by LESSEE, its authorized representatives and invitees, and LESSEE shall give immediate notice to CITY of any violation or potential violation of the provisions of this subparagraph.
 - d) *Indemnification of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE shall defend, indemnify and hold CITY harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:
 - i) The presence, disposal, release or threatened release of any such Hazardous Material which is on or from the Leased Land, soil, water, ground water, vegetation, buildings, personal property, persons, animals or otherwise;
 - ii) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material or any use of the Leased Land;
 - iii) Any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material or any use of the Leased Land; and/or
 - iv) Any violation of any laws applicable thereto; provided, however, that this Article 17.1(d) shall apply only if the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (1) occur prior to or during the term of this LEASE; and (2) arise in whole or in part from the use of, operations on, or activities on the Leased Land by LESSEE or LESSEE's predecessors in interest [the State of Alaska, Department of Military Affairs], employees, agents, invitees, contractors, subcontractors, authorized representatives, subtenants or any other persons. The provisions of this subparagraph shall be in addition to any other obligations and liabilities LESSEE may have to CITY at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this LEASE.
 - e) *Operator.* For all purposes, LESSEE shall be deemed the operator of any facility on the Leased Land.

- f) *Hazardous Material Defined.* As used in this LEASE, Hazardous Material is any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any Environmental Law. Hazardous Material includes any and all material or substances which are defined as industrial waste hazardous waste, extremely hazardous waste or a hazardous substance under any Environmental Law. Notwithstanding any statutory petroleum exclusion, for the purposes of this LEASE, the term Hazardous Material includes, without limitation, petroleum, including crude oil or any fraction thereof, petroleum soaked absorbent material and other petroleum wastes.
- g) *Environmental Law Defined.* As used in this LEASE, Environmental Laws include any and all local, state and federal ordinances, statutes, and regulations, as now in force or as may be amended from time to time, relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same. Environmental Laws include, by way of example and not as a limitation of the generality of the foregoing, Alaska Statutes Title 46, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Water Act, and the Superfund Amendments and Reauthorization Act of 1986.

16.2 *Permits and Reporting.*

- a) *Permits Required by Other Governmental Agencies.* LESSEE shall obtain all permits or approvals required by any applicable law or regulation. Copies of all such permits shall be provided to CITY prior to LESSEE commencing work under this LEASE. LESSEE shall promptly make all reports to any federal, state or local government or agency required by any permit or Environmental Law, including reports of any spill or discharge of Hazardous Material. The CITY, through the City Manager, may order LESSEE to immediately cease any operations or activities on the Leased Land if the same is being carried out without necessary permits, in violation of the terms of any permit or Environmental Law, or contrary to this LEASE.
- b) *Correspondence With and Reports to Environmental Agencies.* LESSEE shall immediately provide CITY with copies of all correspondence and notice, including copies, of all reports between LESSEE and any state, federal or local government or agency regulating Hazardous Material which relates to LESSEE's operations on or use of the Leased Land.

ARTICLE 17 – ESTOPPEL CERTIFICATES

Either party shall at any time and from time to time upon not less than ten (10) days prior written request by the other party, execute, acknowledge, and deliver to such party, or to its designee, a statement in writing certifying that this LEASE is un-amended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

ARTICLE 18 – CONDITIONS AND COVENANTS

All the provisions of this LEASE shall be construed to be "conditions" as well as "covenants," as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

ARTICLE 19 – NO WAIVER OF BREACH

No failure by CITY to insist upon the strict performance by the other of any term, covenant or condition of this LEASE or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this LEASE, but each and every term, covenant and condition of this LEASE shall continue in full force and effect with respect to any other then existing or subsequent breach.

ARTICLE 20 – COMPUTATION OF TIME

The time in which any act provided by this LEASE is to be done by shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded.

ARTICLE 21 – SUCCESSORS IN INTEREST

Each and all of the terms, covenants and conditions in this LEASE shall inure to the benefit of and shall be binding upon the successors in interest of CITY and LESSEE.

ARTICLE 22 – ENTIRE AGREEMENT

This LEASE contains the entire agreement of the parties with respect to the matters covered by this LEASE, and no other agreement, statement or promise made by any party which is not contained in this LEASE shall be binding or valid.

ARTICLE 23 – GOVERNING LAW

This LEASE shall be governed by, construed and enforced in accordance with the laws of the State of Alaska and the City of Bethel. The terms of this LEASE are subject in all respects to the Code of Ordinances of CITY in effect on the date of this LEASE, and as they may be hereafter amended. Venue for any dispute related to this Lease shall lie exclusively with the courts for the Fourth Judicial District for the State of Alaska, at Bethel, Alaska.

ARTICLE 24 – PARTIAL INVALIDITY

If any provision of this LEASE is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE 25 – RELATIONSHIP OF PARTIES

Nothing contained in this LEASE shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture

or of any association between CITY and LESSEE; and neither the method of computation of rent, nor any other provisions contained in this LEASE nor any acts of the parties, shall be deemed to create any relationship between CITY and LESSEE other than the relationship of lessee and Lessor.

ARTICLE 26 – INTERPRETATION

The language in all parts of this LEASE shall in all cases be simply construed according to its fair meaning and not for or against CITY or LESSEE as both CITY and LESSEE have had the opportunity to seek assistance of counsel in drafting and reviewing this LEASE.

ARTICLE 27 – CAPTIONS

Captions of the articles, paragraphs and subparagraphs of this LEASE are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this LEASE.

ARTICLE 28 – AMENDMENT

This LEASE is not subject to amendment except in writing executed by both parties hereto.

ARTICLE 29 – NOTICES

All notices, demands or requests from one party to another shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the addresses stated in this Article and to such other persons and addresses as either party may designate.

Notice by mail shall be deemed to have been given at the time of mailing.

All notices, demands and requests from LESSEE to CITY shall be given to CITY at the following address:

City Manager
CITY OF BETHEL
Post Office Box 1388
Bethel, Alaska 99559

All notices, demands or requests from CITY to LESSEE shall be given to LESSEE at the following address:

[INSERT NAME]
LOWER KUSKOKWIM SCHOOL DISTRICT
PO Box
Bethel, AK 99559

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this Article.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates herein set forth.

CITY:

LESSEE:

CITY OF BETHEL

LOWER KUSKOKWIM SCHOOL DISTRICT

By: Lee Foley

By: _____

Its: CITY MANAGER

Its: _____

Date: _____

Date: _____

Introduced by: City Manager Foley
 Introduction Date: April 9, 2013
 Public Hearing: April 23, 2013
 Action:
 Vote:

CITY OF BETHEL, ALASKA
ORDINANCE #13-12

**AN ORDINANCE ESTABLISHING A CITY OF BETHEL BUDGET FOR FISCAL YEAR 2014
 BEGINNING JULY 1, 2013**

Be it Ordained by the City Council of Bethel as follows:

Section 1. That Ordinance 13-xx, a non-code ordinance, establishes a City of Bethel Annual Budget for fiscal year 2014.

Section 2. There is hereby appropriated out of the revenues of the City of Bethel, for the fiscal year beginning July 1, 2013, the sum of \$23,658,959, which sum is deemed by Council to be necessary to defray all expenditures of the City during said budget year to be divided and appropriated in accordance with the attached budget proposal as follows:

General Fund - Operating

City Administration	\$685,981
City Clerk & Council	203,897
Finance Department	929,370
Planning Department	281,248
Information Technology Services	623,542
City Attorney	199,326
Fire Department	1,161,134
Police Department	3,033,124
Public Works-Administration	271,611
Streets & Roads	1,260,825
Property Maintenance	719,267
Parks & Recreation	642,397
Community Services	107,529
In-Kind & Transfers	668,920
Indirect Cost Recovery	(538,214)

TOTAL GENERAL FUND - OPERATING \$10,249,957

General Fund - Projects

City Administration	\$0
City Clerk & Council	0
Finance Department	0
Planning Department	0
Information Technology Services	0
City Attorney's Office	0
Fire Department	0
Police Department	0
Public Works-Administration	0
Streets & Roads	0
Property Maintenance	0
Parks & Recreation	0
Community Services	5,000
In-kind & Transfers	0

TOTAL GENERAL FUND - PROJECTS	\$5,000
General Fund - Capital Expenditures	
City Administration	\$0
City Clerk & Council	0
Finance Department	6,800
Planning Department	0
Information Technology Services	25,000
City Attorney's Office	0
Fire Department	0
Police Department	0
Public Works-Administration	0
Streets & Roads	0
Property Maintenance	0
Parks & Recreation	0
Community Services	0
In-kind & Transfers	0
TOTAL GENERAL FUND - CAPITAL EXP.	\$31,800
General Fund - Xfer for Capital Projects	
In-kind & Transfers	\$673,076
TOTAL GENERAL FUND - XFER FOR CAPITAL PROJ.	\$673,076
TOTAL GENERAL FUND	\$10,959,833
Special Revenue Funds	
E-911 Services	167,925
TOTAL SPECIAL REVENUE FUNDS	\$167,925
Capital Project Funds	
Land Planning and Development	\$0
Park Development Fund	30,000
Bethel Multi-Use Recreational Facility	-
Public Safety Building	0
Port Office Fund	0
Port Multi-Facility Improvements Fund	0
Fleet Replacement Fund	330,000
TOTAL CAPITAL PROJECT FUNDS	\$360,000
Enterprise Fund-Solid Waste	
Hauled Refuse	\$289,943
Landfill Operations	477,650
Recycling	190,340
Transfers Out	35,000
TOTAL ENTERPRISE FUND-SOLID WASTE	\$992,933

Enterprise Fund-Water & Sewer

Utility Billing	\$158,420
Hauled Water	1,640,063
Hauled Sewer	1,682,061
Piped Water	450,936
Piped Sewer	769,035
Water Treatment - BH	794,721
Water Treatment - CS	722,093
Sewer Lagoon	128,622
Capital Outlay	0
Indirect Cost Recovery	(20,228)
Transfers Out	70,000

TOTAL ENTERPRISE FUND-WATER & SEWER **\$6,395,723**

Enterprise Fund-Port

Municipal Dock-Operating	\$658,296
Projects	125,000
Capital Outlay	0
Transfers Out	80,000

TOTAL ENTERPRISE FUND - PORT **\$863,296**

Enterprise Fund-Leased Properties

Court Complex	\$728,774
Other Leased Properties	28,900
Projects	0
Capital Outlay	34,000
Transfers Out	0

TOTAL ENTERPRISE FUND-LEASED PROPERTIES **\$791,674**

Enterprise Fund-Bethel Public Transit System

Transit System	\$381,154
Capital Outlay	0

TOTAL ENTERPRISE FUND-TRANSIT SYSTEM **\$381,154**

Internal Svc Fund-Employee Group Health Benefits

Employee Group Health Benefits	\$1,409,480
Capital Outlay	0

TOTAL INTERNAL SVC FUND-EMP GROUP HEALTH **\$1,409,480**

Internal Svc Fund-Vehicle & Equipment Maint.

Vehicle & Equipment Maintenance	\$1,305,241
Capital Outlay	23,300

TOTAL INTERNAL SVC FUND-VEHICLE & EQUIP **\$1,328,541**

Endowment Fund

Transfers Out	\$8,400
---------------	---------

TOTAL ENDOWMENT FUND **\$8,400**

Section 3. That the FY2014 budget is adopted for a period of one (1) year, that being from July 1, 2013 to June 30, 2014.

ENACTED THIS _____ DAY OF APRIL 2013, BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk



CITY OF BETHEL

City Manager's Office

P.O. Box 1388

Bethel, Alaska 99559

Office: (907) 543-2047

Fax: (907) 543-3817

March 26, 2012

Dear Mayor Klejka, Vice Mayor Peltola, and Distinguished Council Members:

It is with a great sense of accomplishment that I present the Proposed Annual Budget for Fiscal Year 2014 for the City of Bethel for your consideration. I'm especially pleased because this is the fourth consecutive year that a balanced budget with a modest surplus has been delivered. This budget is submitted in accordance with Bethel Municipal Code section 4.04.020 and Alaska State Statutes. I believe it appropriately and reasonably addresses the goals and objectives of our municipal government for the upcoming year to the best of our ability.

This proposed budget has been prepared with a focus on remaining fiscally conservative while adequately addressing the requirements for necessary services to meet the needs of our community. Section 4.04.055 of Chapter 4 of the Bethel Municipal Code (BMC) mandates that the City achieve a balanced annual budget. This proposed budget satisfies that goal with a remaining General Fund surplus of \$108,939.

A major component in the development of the annual budget is to accurately project City revenues. To remain conservative in our approach, it was my decision to exclude potential revenue from the recently passed tobacco tax because the first returns are not due until the end of April. Perhaps the "best practice" approach would be for Council to add the tobacco tax revenue after the first returns have been received and a more accurate projection can be provided.

With rising operational costs due mainly to inflation, and the absence of any rate increase in the upcoming year, the Water and Sewer Enterprise Fund again requires a subsidy from the General Fund to meet its expenses. The amount of this subsidy for FY 2014 is projected at \$643,350. However, it is expected that the new water and sewer subscription fees established by City Council will generate \$196,000 in the forthcoming year which will be set aside for capital improvements and depreciation and will not be used toward covering the cost of annual operations.

In addition to the transfer to the Water and Sewer Enterprise Fund, a transfer to the Leased Properties Enterprise Fund is necessary to break even on operations in the amount of \$25,570 excluding depreciation. The Administration is in the early stages of renegotiating the terms of two of the leases in the Courthouse, which we hope can be presented to City Council for approval in the near future. We expect to be able to provide some increased revenues to help offset the rising costs of operations but did not include any additional revenue in the FY 2014 Budget because those revenue increases remain undetermined at this time.

Included in the proposed budget were certain capital expenditures and improvements as follows:

- \$25,000 for upgrades to our computer servers which represents phase one of a three phase upgrade
- \$6,800 for an upgrade to the Caselle accounting system which will enable department heads to more effectively and efficiently manage their budgets
- \$30,000 to be transferred to the Park Development Capital Project Fund for City Park Development
- \$14,000 for a burner control upgrade to Courthouse equipment in an attempt to improve efficiency and lower energy costs
- \$50,000 transfer from the Port Enterprise Fund to the Port Office Capital Project Fund for future construction of a new Port office facility
- \$300,000 from the Fleet Replacement Fund for a new Sewer truck
- \$30,000 for new pickup truck for the Port
- \$643,076 to be transferred to the Yukon Kuskokwim Regional Health and Aquatic Safety Center Capital Project Fund from designated sales tax revenues.

Personnel costs are always a primary concern in any fiscal year. This year, the only additional personnel requested are in two departments. To meet the increasing demand upon our Police force, I am requesting two additional sworn officers be added to the department. I believe the addition of these officers will enable us to better address the needs of our community, make Bethel an even safer place to live, and reduce overtime costs. I am also recommending the addition of an exempt salaried Assistant Police Chief while defunding the Investigative Administrative Sergeant position. I believe making this adjustment will further strengthen the management team of the Police Department.

I'm also requesting that the Recycling Center, with one full-time employee, be included in the budget. Much has been said about the need to again have a recycling center in our community and I believe we have the funds to do so now. Adding recycling back to our Solid Waste Enterprise Fund budget can be done while keeping a surplus budget. In the future, additional revenues can also be expected from recycling activities, which will further strengthen the financial position of this fund.

In conclusion, I have been abundantly pleased with how our Department Heads have worked selflessly with me to meet the Administration's budget goals. I look forward to working with City Council to finalize our annual budget for Fiscal Year 2014.

Respectfully submitted,


Lee M. Foley
City Manager

New Business

Introduced by: Lee Foley, City Manager
Date: April 23, 2013
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 13-09

A RESOLUTION AFFIRMING THE CITY'S LEGAL AUTHORITY TO DEVELOP PARKS AND RECREATION FACILITIES AND AUTHORIZING THE CITY'S 2013 LAND AND WATER CONSERVATION FUND APPLICATION

WHEREAS, on January 22, 2013, the Bethel City Council approved two resolutions:

1. *Resolution 13- 02: Prepare and Submit 2013 Land and Water Conservation Fund Grant Application to Fund Pinky's Park Improvements , and*
2. *Resolution 13-03: Designation of Five Acres of Land to Pinky's Park for Outdoor Recreation;*

WHEREAS, the City of Bethel proposes to use \$125,000 in grant funds to pay for the following improvements in Pinky's Park: construction of wooden boardwalk and decks, application of geoblock trails over tundra, construction of gravel road and multiuse sports field, and construction of sand pad and high tunnel to be part of the community garden;

WHEREAS, the Bethel City Council is aware of the plan to complete the Pinky's Park Outdoor Recreation Improvements Project and approves the project as funded by the Land and Water Conservation Fund (LWCF) grant;

WHEREAS, under the provisions of the Land and Water Conservation Fund, federal funding assistance has been authorized and made available to finance up to 50% of the cost of public outdoor recreational facilities for local governmental entities;

NOW, THEREFORE, BE IT RESOLVED, that the Bethel City Council agrees to the following:

1. The City Manager is authorized to formally apply to the LWCF program for funding assistance,
2. Any funding received from the LWCF grant will be used to complete the Pinky's Park Outdoor Recreation Improvements Project in Bethel, Alaska,
3. The *City's* share for the project will be derived from the use of previously approved grants and in-kind contributions of labor, equipment, and services,
4. Any property acquired with financial aid through the LWCF program will be placed in use as a public outdoor recreation facility and be retained in such use in perpetuity unless as otherwise provided and agreed to by the Council, the State of Alaska Division of Parks and Outdoor Recreation, and the National Park Service,

Introduced by: Lee Foley, City Manager
Date: April 23, 2013
Action:
Vote:

5. This resolution will become part of a formal application to the State of Alaska, Division of Parks and Outdoor Recreation, which administers the LWCF grant program.

ENACTED THIS 23rd DAY OF APRIL 2013 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Joseph A Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	13-11		
Date action introduced:	April 23, 2013	Introduced by:	Port Commission
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approve the Amendment to the Facilities Use Agreement between the City of Bethel and Crowley Marine Services, Inc.

Route to:	Department/Individual:	Initials:	Remarks:
	City Manager		
	Port Director		
	City Attorney		

Attachment(s): Original Facility Use Agreement and Suggested Amendment

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 parties entered in to an agreement in 2002 to allow Crowley non-exclusive use of the Bethel Petroleum Dock. Since entering into the agreement, Crowley has taken over operations to include the South bulk petroleum tank farm which is not covered under the original agreement. The parties wish to modify the agreement to incorporate the south tank farm, headers and pipelines not covered by the original agreement.

**AMENDMENT TO FACILITIES USE AGREEMENT
BETWEEN THE CITY OF BETHEL AND
CROWLEY MARINE SERVICES, INC.**

This Amendment to the Facilities Use Agreement (hereinafter "Amendment") is made between the CITY OF BETHEL, ALASKA, a municipal corporation organized under the laws of the State of Alaska ("Bethel") and CROWLEY MARINE SERVICES, INC. ("Crowley") (collectively, the "Parties"), for the purpose of modifying the Facilities Use Agreement entered into August 20, 2002 (hereinafter the "Agreement").

Recitals

WHEREAS, the Parties entered into the Agreement dated August 2, 2002 for the purpose of allowing Crowley non-exclusive use of the Bethel Petroleum Dock to transfer petroleum products through pipelines to the bulk petroleum tank farm, as defined in paragraph 1, section (a) of the Agreement (hereinafter "Dock"), and

WHEREAS, the Parties entered into the Agreement for the purpose of giving Crowley the exclusive right to use the Facilities (as defined in Paragraph 5 of the Agreement) to transfer petroleum products and packaged goods to and from the Dock and the bulk petroleum tank farm in Bethel; and

WHEREAS, since entering the Agreement, Crowley has expanded its operations to include a south bulk petroleum tank farm serviced by a separate set of headers and pipelines servicing the south tank farm which are not presently covered by the current terms of the Agreement; and

WHEREAS, the Parties wish to modify the Agreement to incorporate the south tank farm, headers and pipelines not presently covered by the Agreement; and

WHEREAS, the paragraph 23 of the Agreement authorizes modification of the Agreement by written instrument signed on behalf of the Parties' duly authorized representatives.

NOW THEREFORE, in consideration of the mutual promises of the parties as set forth herein, the Parties agree as follows:

1. This Amendment modifies the Agreement pursuant to paragraph 23 of the Agreement. The terms of this Amendment shall be incorporated into and made a part of the Agreement as though fully set forth herein. All terms of the Agreement not modified by this Amendment shall remain in full force and effect as originally agreed to by the Parties. In the event a conflict arises between the Agreement and the Amendment, the terms of the Amendment shall control. If the Amendment is silent on an issue, the terms set forth in the Agreement shall control.

2. Definitions. For purposes of this Amendment, the following definitions apply.

- a. "Agreement" shall mean the Facilities Use Agreement dated August 20, 2002 entered into between the City and Crowley.
- b. "Amendment" shall mean this Amendment to the Facilities Use Agreement.
- c. "City" shall mean the City of Bethel, Alaska, a municipal corporation incorporated pursuant to the laws of the State of Alaska, its officers, officials, employees, agents and assigns.
- d. "Crowley" shall mean Crowley Marine Services, Inc., an Alaska corporation, its officers, directors, employees, agents, affiliates, contractors, subcontractors, and assigns.
- e. "Tank Farm" shall mean the North Tank Farm or the South Tank Farm or both tank farms described in paragraph 4 of this Amendment as the context so requires.

3. Paragraph 1, subsection (b) of the Agreement is revised as follows:
Crowley has leased Tract 5B, USS 4000, Plat 96-10, Bethel Recording District (more commonly known as the "South Tank Farm") and Tract 2 of the BNC Industrial Park Subdivision, Plat 2011-6, US Survey 4000, Bethel Recording District, Alaska (more commonly known as the "North Tank Farm") (collectively referred to as the "Tank Farm")

4. The term "Tank Farm" as defined and used in the Agreement shall be replaced by the term as it is defined in this Amendment.

5. Effective Date. This Amendment shall take effect on the date that the Amendment is made and entered into by both Parties.

6. Term. The term of this Amendment shall be for Ten (10) years for the South Tank Farm only but shall not alter the Agreement as originally made for the North Tank Farm.

7. Authority. By signing this Amendment, the undersigned represent that they are authorized to execute this Amendment and bind the parties and their respective officers, directors, employees, contractors, subcontractors, agents, heirs, successors and assigns hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date written below.

Dated this _____ day of _____, 2013

CROWLEY MARINE SERVICES, INC.

By: Bob Cox
Vice President

Dated this _____ day of _____, 2013

CITY OF BETHEL

By: Lee Foley
City Manager

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is made and entered into this 20th day of August, 2002, between the CITY OF BETHEL, ALASKA, a municipal corporation organized under the laws of the State of Alaska ("Bethel") and CROWLEY MARINE SERVICES, INC. ("Crowley") (collectively, the "Parties").

1. Recitals.

(a) Bethel is the owner of a certain dock and appurtenances thereto, commonly known as the Bethel Petroleum Dock ("Dock") and more particularly described as:

Tract 5C-2, a subdivision of Tract 5C, USS 4000, Plat 96-10, and Tract F, Alaska Tidelands Survey 1346, Plat 92-4, records of the Bethel Recording District, Bethel, Alaska,

("Dock"). The Dock is used for and capable of accommodating vessels for receiving and dispensing petroleum products.

(b) Crowley has leased Tract 2 of the BNC Industrial Park Subdivision, Plat 2002-6, US Survey 4000, Bethel Recording, District, Bethel, Alaska to build and operate a bulk petroleum tank farm in Bethel, Alaska ("Tank Farm").

(c) Part of the Tank Farm activities will include transportation of petroleum products through a pipeline and marine header to and from vessels located at the Dock using facilities to be constructed by Crowley.

(d) Crowley will be a non-exclusive user of the Dock and an exclusive user of the Facilities.

In consideration of the mutual promises of the parties as set forth herein, the Parties agree as follows:

2. Facilities Use.

(a) As soon as the Tank Farm is ready to receive petroleum products, Crowley, its suppliers and its customers shall have the non-exclusive right to use the Dock and the exclusive right to use the Facilities (as defined in paragraph 5, below) while transferring petroleum products and packaged goods, provided Crowley furnishes Bethel not less than eight (8) hours notice of anticipated use and, until April 1, 2007 or any earlier termination of the Preferential Facilities Use Agreement granted to Yukon Fuel Company dated April 17, 2001, provided Yukon Fuel Company has not previously given notice or does not give timely notice of its preferential right to use the Dock at Crowley's anticipated time of use. Crowley acknowledges and agrees that Yukon Fuel Company has preferential use of the Dock in accordance with the Preferential Facilities Use Agreement dated April 17, 2001.



(b) After the expiration of the Preferential Facilities Use Agreement between Yukon Fuel Company and Bethel on April 1, 2007 or any earlier termination of that agreement, Crowley, its suppliers and its customers shall have the non-exclusive right to use the Dock and the exclusive right to use the Facilities to transfer petroleum products and packaged goods, provided Crowley furnishes Bethel not less than eight (8) hours or more than 12 hours notice of anticipated use

(c) Crowley shall not allow any person or entity to use the Dock or Facilities at any time, other than its suppliers or customers during loading or unloading.

(d) As long as this Agreement or any extension thereof remains in effect, Crowley shall use the Dock and Facilities as its receiving point for all bulk petroleum products delivered to the City of Bethel by water unless Bethel provides alternative facilities in accordance with paragraph 15(g).

(e) Crowley shall identify the vessel that will be delivering bulk petroleum products by name and official number or other identifying number, if any, at the time it notifies Bethel of anticipated use of the Dock. Each year, Crowley shall ensure that the last bulk petroleum products barge of the summer season arrives in Bethel by October 15 or before the Kuskokwim River becomes impassable, whichever occurs earlier. Bethel's Port Director may authorize deliveries after October 15, if the Kuskokwim River remains passable and delivery before October 15 is not practicable, because of weather or other factors.

(f) The City of Bethel Port Director shall have the right to schedule Crowley's use at such times and for such periods as he or she shall determine in his or her sole discretion is necessary, provided transfers in progress are not interrupted without due cause.

3. Term. This Agreement shall be for a term of sixty (60) years from the date that the Agreement is made and entered into, unless terminated earlier as provided under this Agreement. The term of this Agreement may be extended or renewed beyond the terms set forth herein only by the mutual consent of the parties upon such terms and conditions as are determined between them at the time of extension or renewal. Written notice of intent to extend or renew shall be given by Crowley to Bethel not less than twelve (12) months prior to the expiration of the term of the Agreement.

4. Throughput Fees. For use of the Dock, Crowley shall pay Bethel a throughput fee of four cents (\$.04) per gallon for all bulk petroleum products received over the Dock, provided that, following consultation with Crowley, Bethel may increase or decrease the throughput fee as of March 1 of any year, provided that the throughput fee charged to Crowley shall be no greater than the throughput fee charged to any other party with a written agreement to use the dock who is also authorized to operate the Dock for delivery of bulk petroleum products during the same period. Gallonage for purposes of computing the fee shall be based on a manifest or similar delivery document, which states temperature correction of the petroleum products to 60 degrees Fahrenheit. Within twenty-four (24) hours after completion of each offloading, Crowley shall provide such a manifest to the City of Bethel Port Director, or his or her designee. Bethel shall send an invoice to Crowley after each offloading; Crowley shall make payment on each invoice, to Bethel within 90



days of receipt of the invoice. For purposes of ascertaining compliance with this section and after reasonable notice to Crowley, Bethel may audit any relevant books, papers, statements, memoranda, records, accounts, or other writings of Crowley, including, but not limited to, records of all fuel received into the Tank Farm, of delivery of all fuel in Bethel and of all sales related to the transactions described in this paragraph.

5. Modifications and Installations. At its sole expense, Crowley may design, construct, operate and maintain any appurtenances on the Dock necessary to use the Dock in accordance with this Agreement. Any such additional appurtenances constructed shall be "Facilities." Any such Facilities must be approved, in advance, by the City of Bethel Port Director, with the concurrence of the City Manager. Any such approval and concurrence shall not be unreasonably withheld. The City shall be allowed to inspect such Facilities upon reasonable notice. Crowley shall maintain such facilities free and clear of any liens.

6. Taxes and Utilities. Crowley shall be liable for and shall pay all utilities, assessments, fees, taxes, and/or charges imposed upon or imposed as a result of Crowley's use of the Dock or Facilities under this Agreement. Should it become necessary to make installations for the purpose of furnishing utilities solely for the benefit of Crowley, the cost thereof shall be borne exclusively by Crowley. Bethel shall not be liable for any damages caused by interruption or failure of supply of utilities, except insofar as the damages are the cost of repair or other direct damages caused by an act or omission of Bethel, its elected or appointed officials, employees, consultants, agents, officers or other representatives.

7. Maintenance. All maintenance, upkeep, repairs and modifications made by Crowley shall be performed by Crowley at its sole expense. Crowley agrees to pay for the repair of any damage to the Dock or to the Facilities occurring as a result of, or in connection with, Crowley's use of the Dock or the Facilities, including, but not limited to, damage by Crowley's commissioned vessels, or its suppliers or customers, except that Crowley shall not be responsible for property damage caused by the negligent acts of third parties other than its suppliers, customers or commissioned vessels. Crowley shall promptly make all repairs and maintenance required hereunder upon request by the Port Director or his or her designee to do so.

Except as provided in this Agreement, Bethel shall maintain the Dock as required under the bank stabilization agreement between Bethel and the U.S. Army Corp of Engineers.

8. Operation of Facilities.

(a) Crowley shall operate the Dock and the Facilities as authorized by this Agreement, and shall conduct its operations in a safe and prudent manner, and in a manner that does not cause any waste or nuisance. Crowley shall maintain the Facilities and its equipment in good condition.

(b) Crowley shall operate the Dock and the Facilities in compliance with all applicable state, federal, and local laws, rules, and regulations, including, but not limited to, any applicable Environmental Laws, fire, health and safety laws, rules, and regulations. "Environmental Laws" shall mean any Federal, State or local law, ordinance, code, regulation, rule, order, or decree, relating to, or imposing liability or standards of conduct concerning the treatment, storage, use or



disposal of any Hazardous Substance, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Action (42 U.S.C.A., Sec. 9601, et seq.) as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, (42 U.S.C.A. Sec. 6901, et seq.), the Clean Air Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Pesticide Act, the Federal Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Emergency Planning and Community Right-To-Know Act, the Safe Drinking Water Act, the Occupational Safety and Health Act and Alaska Statutes, Title 46, Chapters 03, 08 and 09, as now or at any time hereafter in effect. "Hazardous Substance" shall mean any flammable, explosives, radioactive material, crude or refined petroleum, or any hazardous, toxic, or dangerous waste, substance, or material; defined as such in (or for purposes of) any Environmental Law.

(c) Crowley shall not discharge or dispose of, or allow the discharge or disposal of any Hazardous Substance except in compliance with applicable Environmental Laws.

(d) The City of Bethel Port Director may order the temporary suspension of the use of the Dock if (1) such suspension is necessary to protect public health or safety (including, but not limited to, personal injury or loss of life with respect to any person or persons); or (2) to protect the environment from immediate, irreparable harm (including, but not limited to, immediate, irreparable damage to soil, sediments, water and air quality, habitat, fish or wildlife or any other natural resources). A notice of temporary suspension shall be in writing and effective as of the date and time such order is delivered unless specified otherwise, except that, in the event of an emergency, such notice may be given orally and shall be effective upon receipt. The temporary suspension shall remain in effect so long as is necessary to protect public health and safety. The parties shall meet as soon as practicable after Bethel issues any such order, to attempt to resolve the condition on which the temporary suspension is based.

(e) Crowley acknowledges that the Dock is below the 100-year floodplain and, therefore, is located within a Special Hazard Flood area. Crowley shall design, construct, operate and maintain the Facilities and conduct its activities at the Dock accordingly.

9. **Indemnification.** Crowley shall save, protect, defend, indemnify and hold harmless Bethel, its elected and appointed officials, employees, attorneys, consultants, agents, officers, and all other representatives from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, government cost recovery or otherwise), actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement, and reasonable attorney's fees), charges, forfeitures, liens, and liabilities or losses of any nature or kind whatsoever, including, but not limited to, personal injury, property damage and wrongful death (collectively "claims"), arising or resulting directly or indirectly from (1) a breach of this Agreement by Crowley; (2) a misrepresentation by Crowley; (3) an act or omission of Crowley, its officers, employees, agents, contractors, subcontractors, invitees, customers, or assigns, and their respective employees, agents, contractors, or subcontractors; or (4) Crowley's operations or use of the Dock or the Facilities; except to the extent that any portion of any such claim arises from an act or omission of Bethel or arises from a structural defect in the



disposal of any Hazardous Substance, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Action (42 U.S.C.A., Sec. 9601, et seq.) as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, (42 U.S.C.A. Sec. 6901, et seq.), the Clean Air Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Pesticide Act, the Federal Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Emergency Planning and Community Right-To-Know Act, the Safe Drinking Water Act, the Occupational Safety and Health Act and Alaska Statutes, Title 46, Chapters 03, 08 and 09, as now or at any time hereafter in effect. "Hazardous Substance" shall mean any flammable, explosives, radioactive material, crude or refined petroleum, or any hazardous, toxic, or dangerous waste, substance, or material; defined as such in (or for purposes of) any Environmental Law.

(c) Crowley shall not discharge or dispose of, or allow the discharge or disposal of any Hazardous Substance except in compliance with applicable Environmental Laws.

(d) The City of Bethel Port Director may order the temporary suspension of the use of the Dock if (1) such suspension is necessary to protect public health or safety (including, but not limited to, personal injury or loss of life with respect to any person or persons); or (2) to protect the environment from immediate, irreparable harm (including, but not limited to, immediate, irreparable damage to soil, sediments, water and air quality, habitat, fish or wildlife or any other natural resources). A notice of temporary suspension shall be in writing and effective as of the date and time such order is delivered unless specified otherwise, except that, in the event of an emergency, such notice may be given orally and shall be effective upon receipt. The temporary suspension shall remain in effect so long as is necessary to protect public health and safety. The parties shall meet as soon as practicable after Bethel issues any such order, to attempt to resolve the condition on which the temporary suspension is based.

(e) Crowley acknowledges that the Dock is below the 100-year floodplain and, therefore, is located within a Special Hazard Flood area. Crowley shall design, construct, operate and maintain the Facilities and conduct its activities at the Dock accordingly.

9. **Indemnification.** Crowley shall save, protect, defend, indemnify and hold harmless Bethel, its elected and appointed officials, employees, attorneys, consultants, agents, officers, and all other representatives from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, government cost recovery or otherwise), actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement, and reasonable attorney's fees), charges, forfeitures, liens, and liabilities or losses of any nature or kind whatsoever, including, but not limited to, personal injury, property damage and wrongful death (collectively "claims"), arising or resulting directly or indirectly from (1) a breach of this Agreement by Crowley; (2) a misrepresentation by Crowley; (3) an act or omission of Crowley, its officers, employees, agents, contractors, subcontractors, invitees, customers, or assigns, and their respective employees, agents, contractors, or subcontractors; or (4) Crowley's operations or use of the Dock or the Facilities; except to the extent that any portion of any such claim arises from an act or omission of Bethel or arises from a structural defect in the



Dock. All the foregoing rights to indemnification shall survive the expiration, abandonment, termination, or early termination of this Agreement.

No longer than 10 days after service of any cause of action brought against Bethel that Bethel determines may be within the scope of the indemnity provided herein, Bethel shall tender the claim to Crowley. If Crowley accepts tender, Crowley shall reimburse Bethel for any reasonable attorney fees and costs incurred by Bethel prior to such tender.

10. **Insurance.** Crowley will obtain and maintain in full force throughout the term of this Agreement and for three years after the end of the term, at its sole cost and expense (including the cost of all deductibles), in no less than the following amounts, the following insurance:

(a) Comprehensive or Commercial General Liability Insurance with limits set forth below for bodily injury and/or property damage including sudden and accidental pollution liability coverage including but not limited to clean up costs, arising in connection with the use of the Dock by Crowley,

(i) From the effective date of this Agreement until 20 years after the effective date: not less than \$10,000,000 each occurrence.

(ii) From 20 years after the effective date of this Agreement until 40 years after the effective date: not less than \$15,000,000 each occurrence.

(iii) From 40 year after the effective date of this Agreement to sixty years after the effective date: not less than \$20,000,000 each occurrence.

(b) Worker's Compensation and Employers Liability Insurance as required by the Worker's Compensation Acts of any State or Federal jurisdiction, and coverage for Jones Act and United States Longshoreman & Harborworkers Act, as may be applicable under this Agreement.

(c) Marine liability, and Wharfingers liability including sudden and accidental pollution liability coverage including but not limited to clean up costs for all operations arising in connection with the use of the Dock by Crowley with limits set forth below:

(i) From the effective date of this Agreement until 20 years after the effective date: not less than \$10,000,000 each occurrence.

(ii) From 20 years after the effective date of this Agreement until 40 years after the effective date: not less than \$15,000,000 each occurrence.

(iii) From 40 year after the effective date of this Agreement to sixty years after the effective date: not less than \$20,000,000 each occurrence.

(d) Hull and Machinery coverage, for the full value of the vessel, for vessels owned or operated by Crowley that berth at the Dock.



(e) Protection & Indemnity insurance, including pollution liability coverage, for vessels owned or operated by Crowley that berth at the Dock with limits set forth below:

(i) From the effective date of this Agreement until 20 years after the effective date: not less than \$10,000,000 each occurrence.

(ii) From 20 years after the effective date of this Agreement until 40 years after the effective date: not less than \$15,000,000 each occurrence.

(iii) From 40 years after the effective date of this Agreement to 60 years after the effective date: not less than \$20,000,000 each occurrence.

The insurance limits above shall not in any way limit Crowley's liability or be construed as a representation of sufficiency to fully protect Bethel. Crowley shall renew policies required under this Section annually. All insurance hereunder shall be primary insurance over any other valid and collectible insurance available to Bethel. Crowley shall provide a Certificate of Insurance to Bethel within ten (10) days of the signing of this Agreement, and at the time Crowley annually renews such policies, that substantially complies with Exhibit A. Bethel may review Crowley's policies of insurance required in this Section at Crowley's offices, upon reasonable notice.

Each policy 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 Bethel, Crowley, or for any person claiming by, through, or under any of them.

(b) Provide that such policy may not be cancelled, whether or not requested by Crowley, unless the insurer first gives not less than thirty (30) days prior written notice thereof to Bethel.

(c) Contain a waiver by the insurer of any right of subrogation to any right of Bethel or Crowley against either of them or against any person claiming by or through either of them.

(d) Provide coverage within the territorial waters of the Kuskokwim River for marine vessels delivering to Crowley or owned by Crowley.

(e) Bethel shall be named as Additional Assured under the policies referred to above, for the period covered by this Agreement. Bethel shall not, by reason of its inclusion under such coverage, incur liability to the insurance carrier for payment of premiums for any insurance required hereunder.

Insurance companies providing excess insurance and reinsurance to Crowley should be authorized to provide insurance in Alaska and have a minimum rating from AM Best and Company of "A". The self-insured retention by Crowley shall not exceed \$1,000,000 per



occurrence. It is agreed that such self insurance may be placed with Crowley's captive insurer, Beacon Insurance Company, Ltd.

If the Agreement is assigned to an assignee other than Crowley, the City may require a reduction in any self-insured retention maximum amount. If the Agreement is assigned to an assignee who is not self insured, the assignee's insurance shall be provided by a company authorized to provide insurance in Alaska who has a minimum rating from AM Best and Company of "A". Additionally, to the extent it is commercially feasible and commercially available, Bethel may require pollution coverage in addition to the coverage required above for a future assignee other than Crowley or its affiliates.

11. Spill Prevention and Containment Plans. Crowley shall provide a copy to Bethel of Crowley's current oil, fuel, and other petroleum product discharge prevention, containment and contingency plans, required by federal and state law, that are related to its operations at the Dock and related to its operation of the Facilities, upon the execution of this Agreement. Crowley shall provide updated copies of such plans to Bethel annually thereafter. Bethel shall have access, upon reasonable notice to Crowley, to any revisions that are made to the plans, before the plans are actually provided to Bethel each year.

12. Assignment and Delegation. Neither Party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other; provided, however, that such consent shall not be unreasonably withheld. Crowley may propose an assignment only to an authorized operator of the Tank Farm. In any request for assignment, Bethel may request information as to the proposed assignee, to allow Bethel to review the financial stability, operational procedures, safety records and other information Bethel deems useful to determine the suitability of the proposed assignee. If the proposed assignee fails to provide the information requested by Bethel, Bethel is not satisfied by the proposed assignee, or for any other reason, Bethel may refuse to consent to the assignment, provided that Bethel's consent is not unreasonably withheld. The proposed assignee shall execute a written consent to assignment in which it accepts all of the obligations of this Agreement. Crowley will provide Bethel a copy of the written consent prior to the effective date of the assignment.

13. Designation of Representatives. Robert E. Herron, City Manager, shall be Bethel's designated representative for this Agreement. Bruce Barto, Vice President and General Manager Petroleum Services, shall be Crowley's designated representative for this Agreement. All communications between the Parties shall be directed to the attention of the designated representative. Any official notice shall be by U. S. Mail, by certified mail, return receipt requested, with postage prepaid and addressed to the Party's designated representative.

14. Notice. Notice to the Parties shall be to:



Bethel:

Robert Herron, City Manager
City of Bethel
P.O. Box 388
Bethel, AK 99559

Crowley:

Bruce Barto
Vice President and General Manager, Petroleum Services
Crowley Marine Services, Inc.
PO Box 2287
Seattle, WA 98111

15. **Termination.** (a) In the event that either party by act or omission breaches or defaults on any covenant, condition, or other provision of this Agreement, the other party may terminate this Agreement upon sixty (60) days written notice specifying the breach or default, provided that if the party in default or breach, before the end of said 60-day period, cures or remedies the breach or default or, if the breach or default cannot be cured within such 60-day period, the party in default or breach begins to cure, continues with due diligence to cure the breach or default and completes the cure within one hundred and twenty (120) days of the end of the 60-day period, or if supplies that must be barged to Bethel are necessary to cure the breach, within one hundred and twenty (120) days of the first barge following notice, the Agreement shall not be terminated by reason of such breach or default. Either party may extend the other party's time to cure upon reasonable request setting forth the reason cure could not be completed within the time constraints of this section.

(b) This Agreement will terminate immediately if the Tank Farm and pipeline is not in commercial operation within five years of the effective date of this Agreement.

(c) This Agreement will terminate immediately if the Tank Farm and pipeline system cease commercial operation for a period of three years, once commercial operation has commenced. Bethel shall notify Crowley within 30 days of any determination, under this section, that the Tank Farm and pipeline system are not in commercial operation.

(d) This Agreement shall terminate immediately if Crowley does not simultaneously operate the Tank Farm, unless the Agreement is assigned under Paragraph 12.

(e) Crowley shall remove the Facilities within thirty (30) days of the actual termination date unless the City of Bethel Port Director or his or her designee agrees in writing to a longer time for removal.

(f) If the U.S. Coast Guard informs Bethel or Crowley that the Dock or Facilities are unsafe to operate, this Agreement shall terminate immediately. The party who is first

Handwritten signatures in black ink, including a large signature that appears to be 'Jim' and a smaller signature below it that appears to be 'MRS'.

informed of the unsafe condition by the U.S. Coast Guard shall provide the other party with written notice of such determination.

(g) In the event that the Dock is damaged by action other than by activities for which Crowley agrees to indemnify as provided herein, and the Dock is no longer suitable for vessel berthing or for the receiving or dispensing of petroleum products as required by this Agreement, and if Bethel has insurance in its own name available to restore the Dock such that it is suitable for continued service as required by this Agreement, then Bethel shall restore the Dock. If Bethel does not have available insurance to restore the Dock such that it is suitable for berthing as required by this Agreement, then Bethel may terminate this Agreement immediately without liability to Bethel. Bethel will negotiate in good faith with Crowley to provide alternative berthing facilities to Crowley if such facilities are available and appropriate; however, Bethel is not required to provide alternative berthing facilities.

16. Venue and Applicable Law. This Agreement will be construed according to the laws of the State of Alaska. In the event that a question, dispute, requirement for interpretation or construction, or court action should arise with respect to this Agreement, the jurisdiction and venue shall lie exclusively with the Fourth Judicial District for the State of Alaska, at Bethel, Alaska, or alternatively, with the United States District Court for the District of Alaska, at Anchorage, Alaska unless a nonwaivable federal or Alaska state law should require to the contrary.

17. Construction. This Agreement was negotiated between the Parties. Each party has had an adequate opportunity to consult with counsel and has consulted with counsel with respect to the Agreement. Therefore, the parties agree that ambiguities in the Agreement shall not be construed either for or against any party.

18. Attorneys Fees and Costs. In any court action arising out of this Agreement, the prevailing party is entitled to all reasonable attorneys' fees and costs from the other party.

19. Remedies. No right or remedy conferred by this Agreement is intended to be exclusive of any other right or remedy provided by the Agreement or by law.

20. No Third Party Beneficiaries. The parties to this Agreement do not intend to create any rights under this Agreement that may be enforced by third parties for their own benefit or for the benefit of others.

21. Local Hire. Crowley is encouraged to hire and employ Bethel residents and companies, to the extent they are available and qualified.

22. Severability. The validity or unenforceability, as determined by final decision of a court of competent jurisdiction, of any provision of this Agreement under any present or future law, rule, regulation, or ordinance will not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall continue with the same force and effect as if such invalid or unenforceable provision had not been inserted in this Agreement.




23. Modification and Waiver. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of each of the parties by their duly authorized representatives as provided in Section 13. The failure of any Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to waive any such provision, nor in any way to affect the validity of this Agreement, any part of this Agreement, or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

24. Single Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement.

25. Headings. Titles and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

26. Warranties and Representations. Each party represents and warrants that: (a) it is authorized and empowered under applicable laws of the State of Alaska and its jurisdiction of formation to enter into and perform this Agreement; (b) it has approved and authorized the execution, delivery, and performance of this Agreement insofar as it pertains to the obligations of the party; (c) all action that may be necessary for the approval, execution, and delivery of this Agreement has been taken; and (d) all of the required and necessary approvals, authorizations, and actions are in effect at the time of the execution and delivery of this Agreement.

27. Information. At the request of Bethel, Crowley shall furnish any and all information related to its activities as may be relevant to Bethel's responsibility and duties to enforce this Agreement. If Crowley desires that records submitted to Bethel be kept confidential, Crowley shall submit a request for confidentiality in writing to Bethel along with the basis for its claim of confidentiality. Bethel shall retain such records as confidential pursuant to Bethel's authority to do so under applicable law, if any.

28. Interpretation of Agreement. Any interpretation of this Agreement must take into account the parties intent and understanding that the protection and preservation of the environment are high priorities, and the nature of the environment will require special consideration and a high degree of care.

29. Survival. Upon expiration of the initial term or earlier termination of this Agreement, the provisions of sections 9, 10, and 15(e) will continue in effect and will be binding on the parties, their successors or assigns.

30. Effective Date. This Agreement shall take effect on the date that the Agreement is made and entered into.

Jan
MBB

DATED this 20th day of August, 2002.

CITY OF BETHEL

By: *Robert E. Herron*
Robert E. Herron
City Manager

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

The foregoing Agreement was acknowledged before me this 20th day of August, 2002 by Robert E. Herron, City Manager for the City of Bethel.

SUBSCRIBED AND SWORN to before me this 20th day of August, 2002.



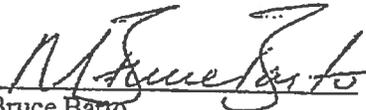
Sara Johnson
Notary Public in and for Alaska
My commission expires: 6/17/06

Herron

WB

DATED this 16 day of AUGUST, 2002.

CROWLEY MARINE SERVICES, INC.

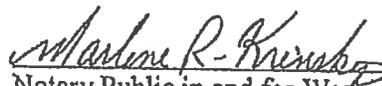
By: 
Bruce Barto
Vice President and General Manager,
Petroleum Services

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing Agreement was acknowledged before me this 16th day of AUG., 2002
by Bruce Barto of Crowley Marine Services, Inc., on behalf of the corporation.

SUBSCRIBED AND SWORN to before me this 16th day of AUG., 2002.


Notary Public in and for Washington
My commission expires: 3/01/06



City of Bethel Action Memorandum

Action memorandum No.	13-12		
Date action introduced:	March 26, 2013	Introduced by:	City Manager
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Authorize the City manager to enter into a contractual agreement with Salzburn Services and Drilling, Inc. to perform repairs on the Public Works Shop Floor.

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

Attachment(s): Contract for services.

Amount of fiscal impact		Account information:
	No fiscal impact	
*Through Grant	Funds are budgeted for.	\$889,885
	Funds are not budgeted. Budget modification is required. Affected account number:	

The Administration, after completing a review of the Request for Proposals submitted for the repairs to the Public Works City Shop Floor recommends Council's approval to enter into a contract with Salzburn Services & Drilling, Inc (Contractor).

On April 8, 2013, the Chief of Police, Larry Elarton, Public Works Utility Forman, Bill Arnold, and the Public Works Director, Chuck Willert reviewed the bids received for the refloor of the Public Works Department, City Shop.

With three firms submitting valid and timely bids, the review committee determined Salzburn Services and Drilling best met the requirements set out in the Request for Proposal.

If commenced, the contract, priced at \$889,855 would require the project completion date to be on or before October 15,2013, subject to adjustments as provided for in the Contract Documents.

**CITY OF BETHEL
PUBLIC WORKS SHOP FLOOR CONTRACT**

This Agreement is made this 24th day of April, 2013 by and between the City of Bethel (hereinafter "Owner") and Salzburn Services & Drilling, Inc. (hereinafter "Contractor").

Contractor License #: 22513

Tax Identification #: 92-0149747

for services in connection with the repair of the City of Bethel's Public Works Shop Floor.

A. GENERAL DESCRIPTION

The Parties each agree to proceed with the Project on the basis of trust, good faith, and fair dealing. The Contractor represents that it is an independent contractor and that it is familiar with the type of work it is undertaking. Neither the Contractor nor any of its agents or employees shall act on behalf of or in the name of the Owner unless authorized in writing by the Owner's Representative.

ETHICS: The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest or promptly discloses any to the other Party, and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors, or others for whom they may be liable, to secure preferential treatment.

B. DEFINITIONS:

1. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
2. A "Change Order" is a written order signed by the Owner and the Contractor after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by the Contractor and accepted by the Owner.
3. The "Contract Time" is the period between the Date of Commencement and Final Completion.
4. "Day" means calendar day.
5. "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.
6. "Final Completion" occurs on the date when the Contractor's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.
7. "Laws" means federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Contractor must comply that are enacted as of the Agreement date.
8. A "Material Supplier" is a person or entity retained by the Contractor to provide material and equipment for the Work.
9. "Others" means other contractors and all persons at the Worksite who are not employed by the Contractor, its Subcontractors, or Material Suppliers.

10. "Overhead" shall mean (a) payroll costs and other compensation of Contractor employees in the Contractor's principal and branch offices; (b) general and administrative expenses of the Contractor's principal and branch offices including charges against the Contractor for delinquent payments; and (c) the Contractor's capital expenses, including interest on capital used for the Work.
11. The "Owner" is the City of Bethel, and includes the Owner's representative.
12. The "Parties" are collectively the Owner and Contractor.
13. A "Subcontractor" is a person or entity retained by the Contractor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Structural Engineer or any separate contractor employed by the Owner. All subcontractors are to be properly licensed to do business in the State of Alaska and the City of Bethel.

C. CONTRACTOR'S RESPONSIBILITIES

1. Construction Services

- a. Construction will commence upon the issuance by the Owner of a written notice to proceed.
- b. In order to complete the Work, the Contractor shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.
- c. Coordination with the Owner for installation of infrastructure to support services obtained, or work to be performed, by the Owner, including but not limited to telephone cabling, computer network cabling, security systems, in wall backing and other specialty systems which are not a part of this Agreement;

2. Compliance with Laws. The Contractor shall give all notices and comply with all Laws at its own costs. The Contractor shall be liable to the Owner for all loss, cost, and expense attributable to any acts or omissions by the Contractor, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including the Owner, is received.

3. The Contractor shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from the Owner. It shall be revised/updated monthly and as required by the conditions of the Work.
4. The Contractor shall obtain and pay for, at no additional cost above the Contract Price, the building permits necessary for the construction of the Project.
5. The Contractor shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. The Contractor shall preserve all such records for a period of three years after the final payment or longer where required by law.
6. The Contractor shall provide monthly written reports to the Owner on the progress of the Work in such detail as is required by the Owner and as agreed to by the Owner and Contractor.

7. The Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.
8. **SCHEDULE OF THE WORK.** The Contractor shall prepare and submit a Schedule of Work for the Owner's acceptance and written approval as to milestone dates. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be a logic-based network analysis diagram system known as the critical path method. Schedule shall be produced by a computer based scheduling software program (Primavera, Microsoft Project, or similar). The Schedule shall be revised/updated monthly and as required by the conditions of the Work.
9. **SAFETY OF PERSONS AND PROPERTY**
 - a. **SAFETY PRECAUTIONS AND PROGRAMS.** The Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.
 - b. The Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:
 - i. its employees and other persons at the Worksite;
 - ii. materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and
 - iii. The Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.
 - c. Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Contractor, or anyone for whose acts the Contractor may be liable, shall be promptly remedied by the Contractor. Damage or loss attributable to the acts or omissions of the Owner or Others and not to the Contractor shall be promptly remedied by the Owner.
 - d. If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Contractor's safety program, may require the Contractor to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Contractor does not adopt corrective measures, the Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. The Contractor agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Final Completion based on the Contractor's compliance with the Owner's reasonable request.

- e. **EMERGENCIES** In any emergency affecting the safety of persons or property, the Contractor shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as a Change Order.

10. WARRANTY

- a. The Contractor warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Final Completion of the Work or of a designated portion. Extended warranties required by specification or offered by manufacturers (such as 20 year root warranty) are to be passed through to the Owner and submitted in accordance with the Supplemental Conditions.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the Owner; they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by the Owner but purchased by the Contractor and are inconsistent with selection criteria that otherwise would have been followed by the Contractor, the Contractor shall assist the Owner in pursuing warranty claims. **ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**
- c. The Contractor shall secure required certificates of inspection, testing, or approval and deliver them to the Owner.
- d. The Contractor shall collect all written warranties and equipment manuals and deliver them to the Owner in a format directed by the Owner.
- e. With the assistance of the Owner's maintenance personnel, the Contractor shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

11. CORRECTION OF WORK WITHIN ONE YEAR

- a. If, prior to Final Completion and within one year after the date of Final Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, any Defective Work is found, the Owner shall promptly notify the Contractor in writing. Unless the Owner provides written acceptance of the condition, the Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one year correction period the Owner discovers and does not promptly notify the Contractor or give the Contractor an opportunity to test or correct Defective Work as reasonably requested by the Contractor, the Owner waives the Contractor's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

- b. With respect to any portion of Work first performed after Final Completion, the one-year correction period shall be extended by the period of time between Final Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Contractor.
- c. If the Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.
- d. The Contractor's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall seek recovery. If the Contractor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Contractor does not elect to correct the Work, the Owner may have the Work corrected by itself or others, and, if the Owner intends to seek recover of those costs from the Contractor, the Owner shall promptly provide the Contractor with an accounting of the correction costs it incurs.
- e. If the Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work on existing buildings, the Contractor shall be responsible for the cost of correcting the destroyed or damaged property.
- f. The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Contractor's other obligations under the Contract Documents.
- g. Prior to final payment, at the Owner's option and with the Contractor's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

12. **CONTRACTOR'S REPRESENTATIVE** The Contractor shall designate a person who shall be the Contractor's authorized representative. The Contractor's Representative is:

D. OWNER'S RESPONSIBILITIES

The Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

- 1. **WORKSITE INFORMATION.** To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:
 - a. information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal

descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Contractor in laying out the Work;

- b. tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law; and
- c. Any other information or services requested in writing by the Contractor which are required for Contractor's performance of the Work and under the Owner's control.

2. **MECHANICS AND CONSTRUCTION LIEN INFORMATION.** Within seven (7) Days after receiving the Contractor's written request, the Owner shall provide the Contractor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

3. RESPONSIBILITIES DURING CONSTRUCTION

- a. The Owner shall review the Schedule of Work, timely approve milestone dates set forth, and timely respond to its obligations.
- b. If the Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Contractor. The failure of the Owner to give such notice shall not relieve the Contractor of its obligations to fulfill the requirements of the Contract Documents.
- c. The Owner shall have no contractual obligations to Subcontractors or suppliers.
- d. The Owner shall provide insurance for the Project.

4. **OWNER'S REPRESENTATIVE.** The Owner's representative is:

Bill Arnold, City of Bethel
545-0111

The representative:

- shall be fully acquainted with the Project;
- agrees to furnish the information and services required of the Owner so as not to delay the Contractor's Work; and
- Shall not have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Contractor in writing in advance.

E. SUBCONTRACTORS

Work not performed by the Contractor with its own forces shall be performed by Subcontractors.

1. **RETAINING SUBCONTRACTORS.** The Contractor shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to increase the Contract Price for any additional costs incurred by the Contractor as a result of such objection. The Owner may propose subcontractors to be considered by the Contractor. The Contractor shall not be required to retain any subcontractor to whom the Contractor has a reasonable objection.
2. **MANAGEMENT OF SUBCONTRACTORS.** The Contractor shall be responsible for the management of the Subcontractors in the performance of their work.
3. **CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS**

If this Agreement is terminated, each subcontract agreement shall be assigned by the Contractor to the Owner, subject to the prior rights of any surety, provided that:

 - a. this Agreement is terminated by the Owner pursuant to section K2; and
 - b. The Owner accepts such assignment, after termination by notifying the Subcontractor and Contractor in writing, and assumes all rights and obligations of the Contractor pursuant to each subcontract agreement.
 - c. If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.
4. **BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS** The Contractor agrees to bind every Subcontractor and Material Supplier to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors and Material Suppliers portions of the Work.

F. CONTRACT TIME

1. **DATE OF COMMENCEMENT.** The Date of Commencement is the Agreement date both parties have affixed their signature to the document unless otherwise set forth below. The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.
2. **FINAL COMPLETION**
 - a. Unless otherwise specified, the Work shall be finally complete on or before October 15, 2013, subject to adjustments as provided for in the Contract Documents.
 - b. Time is of the essence for this Agreement and Contract Documents.
 - c. The Date of Final Completion of the Work is October 15, 2013, subject to adjustments as provided for in the Contract Documents.

- d. Unless instructed by the Owner in writing, the Contractor shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Contractor and the Owner.

3. DELAYS AND EXTENSIONS OF TIME

- a. If the Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Date of Final Completion. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: (a) acts or omissions of the Owner and or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Contractor; (d) general labor disputes impacting the Project but not specifically related to the Worksite; (e) fire; (f) Terrorism; (g) epidemics; (h) adverse governmental actions, (i) unavoidable accidents or circumstances; (j) adverse weather conditions not reasonably anticipated.
- b. In addition, if the Contractor incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by the Contractor or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution, or suspension by the Owner, the Contractor shall be entitled to an equitable adjustment in the Contract Price.
- c. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

4. LIQUIDATED DAMAGES

- a. **FINAL COMPLETION.** The Owner and the Contractor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

The Contractor understands that if the Date of Final Completion established by the parties is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Contractor agrees that if the Date of Final Completion is not attained, the Contractor shall pay the Owner Two Thousand Two Hundred Fifty Dollars (\$2,250.00) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall not preclude Contractor's liability to Owner for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

- b. **OTHER LIQUIDATED DAMAGES** The Owner and the Contractor may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

G. CONTRACT PRICE

The Contract Price is: \$889,885 (Eight Hundred Eighty Nine Thousand, Eight Hundred Eighty-Five Dollars and no cents).

H. CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directed Change, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

1. CHANGE ORDERS

- a. The Contractor may request or the Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article.
- b. The Owner and the Contractor shall negotiate an appropriate adjustment to Contract Price or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Final Completion shall not be unreasonably withheld.
- c. **NO OBLIGATION TO PERFORM.** The Contractor shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Interim Directed Change has been issued.

2. INTERIM DIRECTED CHANGE

- a. The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Contractor on the adjustment, if any, in the Contract Price or the Date of Final Completion, and if appropriate, the compensation for Design services.
- b. The Owner and the Contractor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of Interim Directed Changes. As the changed work is completed, the Contractor shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Interim Directed Change. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment and shall be paid by Owner.

3. MINOR CHANGES IN THE WORK

- a. The Contractor may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any

materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

b. The Contractor shall promptly inform the Owner in writing of any such changes.

4. **CONCEALED OR UNKNOWN SITE CONDITIONS.** If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Constructor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner. The Contractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in this article.

5. **CLAIMS FOR ADDITIONAL COST OR TIME.** For any claim for an increase in the Contract Price or an extension in the Date of Final Completion, the Contractor shall give the Owner written notice of the claim within twenty-one (21) days after the occurrence giving rise to the claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within twenty-one (21) days after the decision is made not to proceed. Thereafter, the Contractor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) days after giving notice, unless the Parties mutually agree upon a longer period of time. The Owner shall respond in writing denying or approving the Contractor's claim no later than fourteen (14) days after receipt of the Contractor's documentation of claim. Owner's failure to so respond shall be deemed a denial of the Contractor's claim. Any change in Contract Price or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

6. **CHANGES IN LAW.** In the event any changes in laws or regulations affecting the performance of the Work, including taxes, were not reasonably anticipated and then enacted after the date of this Agreement, the Contract Price and the Date of Final Completion, and if appropriate the compensation for Design services, shall be equitably adjusted by Change Order.

7. **INCIDENTAL CHANGES.** The Owner may direct the Contractor to perform incidental changes in the Work upon concurrence with the Contractor that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Contractor. Such written notice shall be carried out promptly and is binding on the Parties.

I. PAYMENT

Prior to submitting the first application for payment, the Contractor shall provide a Schedule of Values satisfactory to the Owner.

On or before the twenty-fifth Day of each month after the Work has commenced, the Contractor shall submit to the Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by the Contractor of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest including transportation to the site.

Within seven (7) Days after receipt of each monthly application for payment, the Owner shall give written notice to the Contractor of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such Application, the Owner shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Contractor cannot agree on a revised amount, then, within thirty (30) Days after its initial rejection in part of such application, the Owner shall pay directly to the Contractor the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed or resolved.

If the Owner fails to pay the Contractor at the time payment of any amount becomes due, then the Contractor may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by the Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."

The Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

1. FINAL PAYMENT

Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, the Owner may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

- a. In making final payment the Owner waives all claims except for:

- i. outstanding liens;
 - ii. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;
 - iii. Work not in conformance with the Contract Documents; and
 - iv. Terms of any special warranties required by the Contract Documents.
- b. In accepting final payment, the Contractor waives all claims except those previously made in writing and which remain unsettled.

J. INDEMNITY, INSURANCE AND BONDS

1. INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnities) and the Owner's Representative from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under section 10.2, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work.

The Contractor shall indemnify, hold harmless, and defend the City of Bethel and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor's performance of the Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the City's negligence.

This Contract does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action.

The Contractor shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Dispute Resolution Board.

The Contractor shall correct, through re-performance at its expense, any services which are deficient or defective because of the Contractor's failure to perform said services in accordance with professional standards.

2. INSURANCE

Contractor shall maintain the following policies of insurance with the specified minimum coverage and limits in force at all times during the performance of the Contract:

- a. Workers' Compensation:** as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The contractor shall submit copies of all subcontractors' workmen's

compensation insurance. The coverage shall include:

- i. Waiver of subrogation against the City;
- ii. Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
- iii. "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;

b. Commercial General Liability: on an occurrence policy form covering all operations with combined single limits not less than:

- i. \$1,000,000 Each Occurrence;
- ii. \$1,000,000 Personal Injury;
- iii. \$2,000,000 General Aggregate; and
- iv. \$2,000,000 Products-Completed Operations Aggregate.

c. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than \$1,000,000 each occurrence.

d. Umbrella Coverage: for Contract amounts over \$5,000,000 not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The City shall be named as an additional insured on policies required by paragraphs **b** thru **d** above. All of the above insurance coverage shall be considered to be primary and non-contributory to any other insurance carried by the City of Bethel, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Bethel and to add the City of Bethel as an additional named indemnity and as an additional insured.

The chosen bidder shall furnish evidence of insurance to the City before award of the Contract. The evidence shall be issued to the City and shall be a certificate of insurance or the policy declaration page, as well as a copy of the actual binder with all required endorsements attached and must:

- a. Denote the type, amount, and class of operations covered;
- b. Show the effective (and retroactive) dates of the policy;
- c. Show the expiration date of the policy;
- d. Include all required endorsements;
- e. Be executed by the carrier's representative; and
- f. If a certificate of insurance, include the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of City of Bethel Public Works Shop Floor. The insurance carrier

agrees that it shall notify the City, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.”

The City’s acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department's discretion, be sufficient grounds for declaring the Contractor in default.

3. BONDING

Performance and Payment Bonds are required of the Contractor. Such bonds shall be issued by a surety licensed in the state in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause.

Such Performance Bond shall be issued in the penal sum equal to one hundred percent (100%) of the Contract price.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages, whether or not such insurance is provided or in an amount sufficient to cover such damages.

The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. The Contractor's payment bond for the Project, if any, shall be made available by the Owner or the Contractor upon the Subcontractor’s written request.

Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the Contract Price. The Contractor shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Contract Price or the Date of Final Completion, though the Contractor shall require that its surety waives any requirement to be notified of any alteration or extension of time. A copy of the Contractor's Payment Bond for the Project, if any, shall be furnished by the Owner or Constructor upon the Subcontractor’s written request.

K. SUSPENSION, NOTICE TO CURE AND TERMINATION

1.SUSPENSION BY THE OWNER FOR CONVENIENCE

The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate for its convenience.

Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Final Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

2.OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

If the Contractor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Contractor may be deemed in default.

If the Contractor fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then the Owner shall give the Contractor a second notice to correct the default within a three (3) Day period.

If the Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to the Contractor; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Contractor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to the Contractor, but shall give prompt written notice of such action to the Contractor following commencing the action.

If the Contractor files a petition under the bankruptcy code, this Agreement shall terminate if the Contractor or the Contractor's trustee rejects the Agreement or, if there has been a default, the Contractor is unable to give adequate assurance that the Contractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

In the event the Owner exercises its rights under this section, upon the request of the Contractor the Owner shall provide a detailed accounting of the cost incurred by the Owner.

If the Owner terminates this Agreement for default, and it is later determined that the Contractor was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section K.1.

3. TERMINATION BY OWNER FOR CONVENIENCE

If the Owner terminates this Agreement other than as set forth in section K2 the Owner shall pay the Contractor for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs.

If the Owner terminates this Agreement after commencing construction, the Contractor shall be paid the unpaid balance of the Contractor's costs as set forth in the Schedule of Values, and for any Construction services provided to date

The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained. The Owner shall assume and become liable for obligations, commitments, and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, the Contractor shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Contractor's rights and benefits to the Owner, including the execution and delivery of required papers.

4. TERMINATION BY THE CONTRACTOR

Upon thirty (30) Days written notice to the Owner, the Contractor may terminate this Agreement for any of the following reasons:

- a. if the Work has been stopped for a thirty (30) Day period (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Contractor, materials are not available;
- b. if the Work is suspended by the Owner for thirty (30) Days; or
- c. If the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project.
- d. If the Owner has for thirty (30) Days failed to pay the Contractor pursuant to subsection I, the Contractor may give written notice of its intent to terminate this Agreement. If the Contractor does not receive payment within seven (7) Days of giving written notice to the Owner, then upon seven (7) Days' additional written notice to the Owner, the Contractor may terminate this Agreement.

Upon termination by the Contractor in accordance with subsection K4, the Contractor shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages.

L. DISPUTE RESOLUTION OR MITIGATION

1. **WORK CONTINUANCE AND PAYMENT.** Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

2. **DIRECT DISCUSSIONS.** If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to a Dispute Review Board.
3. **MITIGATION.** Disputes remaining unresolved after direct discussions shall be directed to a professional Dispute Review Board. This dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter
4. **MITIGATION PROCEDURES.** The Dispute Review Board ("Board") shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Board's responsibilities. The costs and expenses of the Board shall be shared equally by the Parties. The Board shall be available to either Party, upon request, throughout the course of the Project. The Board is to issue nonbinding findings within five (5) Business Days of referral of the matter to the Board, unless good cause is shown for more time.

If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Board fails to issue nonbinding findings within five (5) Business Days of the referral (or longer if good cause shown), the Parties shall submit the matter to the binding dispute resolution procedure designated L 5.

5. **BINDING DISPUTE RESOLUTION.** If the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to Litigation in the Bethel Superior Court, Bethel, Alaska. The cost of any binding dispute resolutions process, including reasonable attorneys' fees, shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.
6. **MULTIPARTY PROCEEDING.** The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.
7. **LIEN RIGHTS.** Nothing in this article shall limit any rights or remedies not expressly waived by the Contractor that the Contractor may have under lien laws.

M. MISCELLANEOUS

1. **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and Contractor and not for the benefit of any third party.
2. **ASSIGNMENT.** Neither the Owner nor the Contractor shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Contractor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Contractor than this Agreement. In the event of such assignment, the Contractor shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.
3. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Alaska.
4. **SEVERABILITY.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.
5. **NO WAIVER OF PERFORMANCE.** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.
6. **TITLES AND GROUPINGS.** The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.
7. **JOINT DRAFTING.** The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

8. **RIGHTS AND REMEDIES.** The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

N. CONTRACT DOCUMENTS

The Contract Documents are as follows:

1. This Agreement
2. City of Bethel Request for Proposal for Public Works Shop Floor

O. ORDER OF PRECEDENCE

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order:

1. Change Orders and written amendments to this Agreement
2. This Agreement
3. The Request for Proposals
4. Contractor's Proposal

OWNER: CITY OF BETHEL

NAME: Lee Foley
TITLE: City Manager
Dated: _____

CONTRACTOR

NAME: _____
TITLE: _____
Dated: _____

Mayor's Report

Joint Task Force Meeting Agenda

4-11-2013, 6:30 p.m.

City of Bethel, City Hall Council Chambers

300 State Highway, Bethel Alaska

Orutsararmuit Native Council and City of Bethel Council

Orutsararmuit Native Council

Ray Watson
Henry Hunter
Tundy Rodgers
Gregory Hoffman
Gloria Simeon
Thaddeus Tikiun
Glen Watson

City Council

Joseph Klejka
Gene Peltola Jr.
Rick Robb
Mary Sattler
Mark Springer
Eric Whitney
Sharon Sigmon

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

a. Transit System Update/Commitment Letter from ONC for Transit Grant

b. Senior Center Land Transfer From City Of Bethel To ONC

c. Multi-purpose Building Land Transfer From City Of Bethel To ONC

d. Relationship Between Orutsararmuit Native Council And The City Of Bethel Council

VII. COMMENTS

VIII. ADJOURNMENT

Posted on July 5, 2012 at City Hall, AC Co., Post Office, and ONC Building.

City Clerk's Office



**PUBLIC NOTICE
REGULAR MEETING OF THE
BETHEL PUBLIC TRANSIT COMMITTEE**

**Thursday April 18 - 6:30 p.m.
ONC Conference Room**

AGENDA

MEMBERS

Glen Watson
Committee Chair

Sam Samuelson
Committee Member

Luke Smith
Committee Member

Arvin Dull
Committee Member

Willie Keppel
Committee Member

Joseph Klejka
Comm. Vice-Chair

John Sargent
Committee Member

Ex-Officio Members

Bill Ferguson
Transit Manger

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING
- VI. BETHEL TRANSIT MANAGER REPORT
- VII. OLD BUSINESS
 - A. Airport Bus Schedule / Route
 - B. Flag Stops
- VIII. NEW BUSINESS
 - A. FY 14 Bethel Public Transit Budget
 - B. Addition trips for Green Line
 - C.
- IX. COMMITTEE MEMBER'S COMMENTS
- X. ADJOURNMENT



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Military and Veterans Affairs

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
www.ready.alaska.gov

April 12, 2013

The Honorable Joseph Klejka
Mayor
City of Bethel
P.O. Box 1388
Bethel, AK 99559

RE: Alaska Emergency Response Guide for Small Communities

Dear Mayor Klejka:

The Division of Homeland Security and Emergency Management and the National Weather Service Alaska Pacific River Forecast Center are preparing for the upcoming spring break up season. Emergency management specialists and hydrologists will be flying along the interior rivers assessing conditions that may put your community in danger from ice jam flooding this spring. The latest spring flood potential throughout Alaska is rated as near normal. This forecast is based on observed snowpack, ice thickness reports and long range temperature outlooks. Now is the time to prepare.

Spring breakup timing is dependent on many factors. Whether flooding will occur this year is uncertain but the vulnerability continues. The steps taken by you and your community leaders within the next few weeks are essential to protecting your residents. To help you prepare, we provide the Alaska Emergency Response Guide for Small Communities. The guide is a planning tool for local government leaders as they prepare for, respond to, and recover from a disaster or emergency in their community. The guide has proven useful to several communities during flooding, fall storms and tsunami warnings. Please share this information with your community members and neighbors.

The guide, along with other preparedness information, may also be downloaded from our website, at: <http://ready.alaska.gov>. Additional paper copies may be obtained by contacting our Public Information Officer at 1-800-478-2337, or response@ak-prepared.com.

Thank you for being involved in your community's disaster preparedness. Should you have any questions or comments, feel free to contact our Operations Section at (800) 478-2337 or (907) 428-7100.

Sincerely,

John W. Madden
Director

jwm:gec:sns:elc

Enclosure: Alaska Emergency Response Guide for Small Communities

Bethel City Council

Office of the City Manager

Manager's Report

Handwritten text in the upper section of the page.

Handwritten text in the middle section of the page.

CITY OF BETHEL

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



April 16, 2013

From: Lee M. Foley, City Manager

To: Bethel City Council

-

Info: Lori Strickler, City Clerk

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 2-16, 2013.

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. Power issue for construction and operation resolved. BUC worked closely with Administration and BSI/ProDev to eliminate impediments. A purchase order not to exceed \$59K was given to BUC for equipment connection and poles. The concern that the Aquatic Center and YUUT would have to compete for power needs dissolved when it was determined that each was on its own separate grid.
 2. In a previous email to Council on Monday, April 15, 2015, I detailed the progress on pilings and other issues.
- **Small Boat Harbor & Brown's Slough** – Dredging efforts for both projects continues to make significant progress.
- **Public Works Shop Floor** – Council was notified previously that Salzbrun Services had won the award. The contract to ratify that selection and enable the Administration and contractor to move forward is on the Tuesday, April 23, 2013 agenda for review and consideration.

April 17, 2013

Personnel:

- It is anticipated that Public Works Director Chuck Willert will submit his retirement notification in the near future to take effect this Fall. The Administration plans to advertise and hire a replacement in sufficient time to allow the successful candidate to work with Chuck for a significant period in order to make the transition as seamless and smooth as possible.

Miscellaneous:

- **Annual City Budget** – Budget meetings with Council, the Administration, and department heads are scheduled for Tuesday, April 16, and Thursday, April 18, 2013.
- **Public Works Committee** – Enclosed is a copy of a memorandum that I sent to the Public Works Committee for their meeting on April 17, 2013.

Thank you.

Enclosure

CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-1373
Fax: 907-543-4171



MEMORANDUM

April 16, 2013

From: Lee M. Foley, City Manager

To: Public Works Committee

Via: Chuck Willert, Public Works Director

Subj: Updates

In order to assist the Committee in addressing issues of concern, the following updates are provided:

- **Closeout of 2 Outstanding Grants** – 1 of these grants has been closed out, the other is being reviewed by USDA/RD for closeout purposes. All input from Larsen Construction and the City has been submitted and acknowledged as received. The Administration has updated Council on this issue.
- **Recycle Center** – The proposed City Budget under consideration by the Council contains a recommendation to re-establish the Recycle Center with one full-time employee. The Recycle Center would be under the direction of the new Landfill Manager, David Stovner.
- **Institutional Corridor** – Approximately \$7.5M approved by the Legislature for Phase I. Language to identify what Phase I will entail will be forthcoming in the Legislative Grant notification. The cost of the entire project is thought to be approximately \$16M.
- **RFP, Cost Analysis of the City of Bethel's Water & Sewer Utilities** – Study completed by CH2MHill and will be briefed in person to the Council on Tuesday, April 23, 2013.
- **City Shop Floor** – Salzbrun Services was the successful bidder followed by Kuqo Construction and BSI. Council will review and approve the contract to commence construction on Tuesday, April 23, 2013. The Administration has notified all bidders of the selection and have authorized Salzbrun Services to start ordering material for barge delivery.

- **Wind Generation 100kw per Public Building** – Currently, BUC will only allow the City to have one 100kw for the grid. Therefore, we have opted to include one 100kw wind turbine as part of the power source for the YK Regional Aquatic Center.
- **Update, TDX/AVEC Power Plant** – TDX is no longer a candidate for purchasing BUC. However, AVEC is a candidate and negotiations are in progress.

At this time, there are no updates for items B, I, and J, under Unfinished Business on the Committee's agenda for Wednesday, April 17, 2013.

Management Team Reports

QUESTION: [Faint text]

ANSWER: [Faint text]

EXPLANATION: [Faint text]

REMARKS: [Faint text]

DATE: [Faint text]

PAGE: [Faint text]

QUESTION: [Faint text]

ANSWER: [Faint text]

EXPLANATION: [Faint text]

REMARKS: [Faint text]

DATE: [Faint text]

PAGE: [Faint text]

QUESTION: [Faint text]

ANSWER: [Faint text]

EXPLANATION: [Faint text]

REMARKS: [Faint text]

Bethel City Council

Office of the City Clerk

Clerk's Report

2025年1月1日

2025年1月1日

2025年1月1日

2025年1月1日



City of Bethel, Alaska

City Clerk's Office

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

Upcoming Council Events:

May 14, 2013 Regular City Council Meeting

The ONC Council and the City Council are working on scheduling a joint task force meeting the first full week of May.

Records Retention

Modifications from the departments have been submitted. The City Clerk's Office is in the process of reviewing each document type which includes the suggested length of retention as well as the format of retention. Once completed with the final modification, the City Clerk will provide the document to the City Attorney for review before its submission to the City Council for approval.

The Office is also preparing for the next sendoff of ordinances for document preservation. The Council has provided funding for this project for three years now and with that funding we have been able to preserve and bind all ordinances from 1958 through 2001. Following the preservation of ordinances, the City Clerk's Office will start on the meeting minutes. Just a reminder, all meeting minutes, ordinances, resolutions and proclamations from the start of the City in 1958 are available on the City's website.

Website

The City Clerk's Office is dedicating within the next few weeks to do a bit of a facelift to the City's site. Additionally, the City Clerk's Office assisted the Finance Department in establishing and uploading the link for the online bill pay.

Election

What, already? Yes, the City Clerk's Office is in the beginning stages of preparing for the City of Bethel's Regular scheduled for Election October 1st.

Additional Information

18. P. 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000