

- WHEREAS,** the land contains a well which the City has had tested at least twice since 2014 and which the City finds unsuitable for its needs;
- WHEREAS,** the land also contains a building which is in significant disrepair;
- WHEREAS,** currently there are some connexes on the land which belong to a neighboring landowner;
- WHEREAS,** there is also a stairwell and parking lot on the land which belongs to a different neighboring landowner;
- WHEREAS,** the neighboring landowners were notified of the need to vacate should they not be successful in renting the land from the City via Request for Bid;
- WHEREAS,** on January 28, 2019 the City of Bethel issued a Request for Bids (RFB) for the vacant land pursuant to BMC 04.08.040;
- WHEREAS,** the RFB closed on March 5 with two (2) bids being received;
- WHEREAS,** pursuant to BMC 04.08.030(A) the land is being disposed of via lease to the highest responsive bidder;
- WHEREAS,** the one landowner with the connex containers has made arrangements to remove the connexes;
- WHEREAS,** the other landlord is working with the highest bidder and if the proposed lease is approved, will not have to vacate;
- WHEREAS,** the lot has not been used by the City in over a decade and the City has no foreseeable use for the lot so leasing it makes the most economic sense at this time;
- WHEREAS,** the lease term would be for fifteen (15) years commencing on May 1, 2019 and ending on April 30, 2034 with no automatic right of renewal;
- WHEREAS,** the rent is fixed at \$2,001 per month based upon the highest bid;
- WHEREAS,** the Lease Agreement allows the Tenant to sublet but only under certain conditions, including written authorization from the City;

Introduced by: C. Manager Williams
Date: April 9, 2019
Public Hearing: April 23, 2019
Action: Passed
Vote: 7-0

WHEREAS, the Lease Agreement allows the Tenant to improve the land but only after obtaining the written authorization of the City;

WHEREAS, under the Lease Agreement the Tenant would be responsible for all of their own utility costs as well as snow removal costs;

WHEREAS, pursuant to the Lease Agreement, the Tenant is required to keep the City's land insured with the City named as an additional insured during the entire term of the Lease Agreement;

WHEREAS, pursuant to the Lease Agreement, the Tenant is required to indemnify the City;

WHEREAS, the Lease Agreement includes language for liquidated damages in case the Tenant terminates the Lease early;

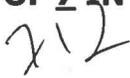
NOW, BE IT ORDAINED, the City Council authorizes the disposal of Lot 4, Block 15, United States Survey 3230 A & B, Bethel Recording District via lease of land no longer necessary for municipal purposes.

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 of Property No Longer Necessary for Municipal Purposes.

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon passage.

ENACTED THIS 23 DAY OF APRIL 2019, BY A VOTE OF 7 IN FAVOR AND 0 OPPOSED.



Fred Watson, Mayor

ATTEST:



Lori Strickler, City Clerk

City of Bethel, Alaska

Ordinance #19-04
3 of 3