

CITY COUNCIL REGULAR MEETING

Thursday, August 07, 2025 at 7:00 PM

AGENDA

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AGENDA: AMENDMENT 1

CITY COUNCIL REGULAR MEETING

CITY HALL COUNCIL CHAMBERS / 7:00 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

Amended to add and subtract items from the originally published agenda.

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
APPROVAL OF MINUTES

1. Minutes from 05.01.2025 CC Regular Meeting

Minutes from 05.28.2025 BOE Meeting/ Hearing

Minutes from 05.29.2025 BOE Meeting/ Hearing

Minutes from 06.05.2025 BOE Meeting/ Hearing

Minutes from 06.05.2025 CC Regular Meeting

Minutes from 06.12.2025 CC Special Meeting

Minutes from 06.19.2025 CC Regular Meeting

APPROVAL OF CONSENT AGENDA

APPROVAL OF AGENDA

STAFF REPORTS

- 2. Strategic Plan Report
- City Manager and Staff Reports
- 4. Standing Committee Reports

Citizen Committee Appointments

PUBLIC HEARINGS

CITIZEN'S COMMENTS (Prior Notice or Agenda Items)

ORDINANCES AND RESOLUTIONS

- 5. Resolution No. 2025-30: Terminate City Manager Contract, Without Cause
- 6. Resolution No. 2025-31: Amendment to City Manager's Contract
- 7. Resolution No. 2025-26: Personnel Policy Update, Juneteenth Holiday
- 8. Resolution No. 2025-28: Change Mayor's Sale to Online Public Purchase Platform
- 9. Resolution No. 2025-29: Negotiate Lease Agreement with GCI

UNFINISHED BUSINESS

NEW BUSINESS

- 10. Discuss Upcoming Committee MeetingsAugust, September & October meeting calendar attached
- 11. Ipads to Council

CITIZEN'S DISCUSSION (Open to the Public)

COUNCIL COMMENTS

MAYOR'S COMMENTS

ADJOURNMENT

INFORMATIONAL ITEMS



CITY COUNCIL REGULAR MEETING

Thursday, May 01, 2025 at 7:00 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AMENDED AGENDA

CITY COUNCIL REGULAR MEETING

CITY HALL COUNCIL CHAMBERS / 7:00 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

(AMENDMENT: RESOLUTION 2025-05, Choosing dates for Special Meetings over the next six weeks and reports from lobbyists were added.)

Call to Order

Mayor Ruby called the meeting to order at 7:02 PM.

Roll Call

Council Members Michael Bennett, Steven Carriere, Curt Armstrong, and Kaleb Westfall were present. Mayor Alice Ruby was also in attendance and chaired the meeting. Council Members Kevin McCambly and Bertram Luckhurst were absent and excused. A quorum was established.

Pledge of Allegiance

The Pledge of Allegiance was conducted.

Approval of Minutes

There were no minutes presented for approval.

Approval of Consent Agenda

No consent agenda items were presented.

Approval of Agenda

A motion to approve the amended agenda was made by Councilman Westfall and seconded by Councilman Carriere. The agenda was approved unanimously. Motion carried.

May 01,

Staff Reports

The council received and reviewed the Strategic Plan Report, City Manager and Staff Reports, and Standing Committee Reports.

Citizen Committee Appointments

No appointments were made.

Public Hearings

There were no public hearings scheduled.

Citizen Comments on Agenda Items

Thomas Tilden addressed the council, expressing support for transferring "Grandma's House" to the Curyung Tribal Council. He also recommended modernizing the local DMV to include automated and passport services.

Ordinances and Resolutions

Resolution 2025-08 – Authorizing Foreclosure Proceedings on Delinquent Property Taxes for the Years 2020–2024

A motion to approve was made by Councilman Carriere and seconded by Councilman Armstrong. The resolution was approved unanimously. Motion carried.

Resolution 2025-17 – Awarding a Contract for the Delivery of Fuel

A motion to approve was made by Councilman Carriere and seconded by an unidentified council member. The resolution was approved unanimously. Motion carried.

Resolution 2025-18 – Authorizing Participation in the Alaska Public Risk Alliance A motion to approve was made by Councilman Westfall and seconded by Councilman Armstrong. The resolution was approved unanimously. Motion carried.

Resolution 2025-05 – Memorializing Reversion of a Portion of Block 5, U.S. Survey 2732 (Grandma's House)

A motion to approve was made by Councilman Carriere and seconded by Councilman Armstrong. The resolution was approved unanimously. Motion carried.

Unfinished Business

There were no items of unfinished business.

New Business

The council confirmed the schedule for upcoming Board of Equalization hearings. The City Clerk was directed to post the hearing dates.

The council also selected special meeting dates for the next six weeks. The City Clerk was directed to post the schedule for the upcoming budget and finance workshops.

Dillingham AK, 2025

City Council Regular Meeting

May 01,

Citizen Discussion (Open to the Public)

Thomas Tilden made several suggestions during public discussion. He advocated for modernizing the DMV, including passport services, and requested that city council meetings be livestreamed. He suggested implementing card swipe systems at the landfill, grading potholes, and improving harbor infrastructure to better serve the fishing fleet, citing Cordova's harbor as a model.

Executive Session

No executive session was held.

Council Comments

Mayor Ruby noted she would work with Councilman Bennett to prepare resolutions regarding DMV ZTAG improvements and a proposed additional contribution to Dillingham City Schools for student activities in the amount of \$322,222. Councilman Carriere commended the Administration and the Finance & Budget Committee for their work in preparing the budget.

Mayor's Comments

Mayor Ruby thanked the council members who participated in the recent workshop facilitated by Bill Dann.

Adjournment

The meeting was adjourned by Mayor Ruby at 8:20 PM.

ATTEST:	
Abigail Flynn, Acting City Clerk	
[SEAL]	



BOE MEETING / HEARING (IF UNFINISHED ON 05/28/2025, MEETING WILL CONTINUE ON MAY 29TH AT 5:30 P.M.)

Wednesday, May 28, 2025 at 5:30 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AMENDMENT III: BOARD OF EQUALIZATION MEETING

CITY HALL COUNCIL CHAMBERS / 5:30 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

(If the meeting goes too long on May 28th, this meeting will recess and then reconvene on May 29th at 5:30 to continue with the same agenda as this May 28th Meeting. Both meetings will be held in the Council Chambers.)

Call to Order

Mayor Ruby called the meeting to order.

Roll Call

Present: Mayor Alice Ruby (Chair), Kaleb Westfall, Curt Armstrong, Steve Carriere

Absent: Michael Bennett

Approval of Minutes

Board of Equalization Meeting/Hearing - May 14, 2025

Motion to approve: Steve Carriere Seconded by: Kaleb Westfall Vote: Unanimous approval **Result:** Motion carried

Approval of Agenda

Amendments:

- Move RP25-10 through RP25-15 and RP25-73 to the settled list
- Add L-PP25-01 (Richard Murphy) and L-PP25-02 (Charli Most) to unsettled personal property appeals

Motion to approve as amended: Seconded by Steve Carriere

Vote: Unanimous approval **Result:** Motion carried

Assessor's Comments

Assessor Arne stated most appeals were from non-responsive appellants. He confirmed outreach attempts and noted the need for annual boat surveys.

Late Appeals for Consideration

None

APPEALS FOR CONSIDERATION

Personal Property

Settled Personal Property Appeals

Case No.	Appellant	Action	Result	Vote	Motion By	Reason
PP25- 02	Aaron Cexton	Approved at \$25,000	Approved	Unanimous	Steve Carriere	Appraisal submitted, appellant absent
PP25- 04	Terence Gamechuck	Approved	Approved	Unanimous	Steve Carriere	Vessel verified stored outside Dillingham
PP25- 05	Megan Gervais	Denied	Denied	Unanimous	Steve Carriere	No new evidence; issue from prior tax year

PP25- 06	William Bousley Jr.	Denied	Denied	Unanimous	Steve Carriere	No information provided by appellant
PP25- 07	Jennifer Berlin	Approved	Approved	Unanimous	Steve Carriere	Vessel sold; confirmed via bill of sale
PP25- 29	Frank Woods	Denied	Denied	Unanimous	Kaleb Westfall	Commercial vessel not eligible for waiver
PP25- 30	Paradise Logistics LLC	Denied	Denied	Unanimous	Steve Carriere	Same reason as PP25-29
PP25- 32	Frank Woods	Approved (set to \$0)	Approved	Unanimous	Kaleb Westfall	Vessel declared total loss by insurer
PP25- 33	Edward Kapatoc	Approved	Approved	Unanimous	Steve Carriere	Vessel sold, verified

Personal Property Appeals Withdrawn or Outside BOE Scope

PP25-42 (City-owned), PP25-36 and PP25-50 (not appeals)

Real Property

Settled Real Property Appeals

RP25-02 RP25-04	Albert & Brandy Giordano Judy Gonsalves, Layland	RP25-25 RP25-26 RP25-27	Bertram & Crystal Nixon-Luckurst Bertram & Crystal Nixon-Luckurst Bertram & Crystal Nixon-Luckurst
RP25-06 RP25-10 RP25-11 RP25-12 RP25-13	Teresa Seybert Gorden & Susan Isaacs Gorden & Susan Isaacs Gorden & Susan Isaacs Gorden & Susan Isaacs	RP25-28 RP25-30 RP25-32 RP25-34	Tyke and Laetitia Olson Marie Tennyson Katherine Carscallen Richard Asher, Barbara Asher
RP25-14	Gorden & Susan Isaacs	RP25-35	William A.& Lucille Johnson
RP25-15 RP25-16 RP25-17 RP25-18	Gorden & Susan Isaacs Daniel P. Wiard Daniel P. Wiard Daniel P. Wiard	RP25-63 RP25-64 RP25-65 RP25-66	Lila B. Tibbs-Residence Lila B. Tubbs-Apartments Clifford Tubbs Sean N Carlos
RP25-19 RP25-20	William P. Bauer III Neal Bennett	RP25-67 RP25-68	Covenant Concepts Ministry Lena & August Flensburg
RP25-21	Cynthia R Valenty	RP25-69	Ryan & Amanda Luiten
RP25-23 Nelson RP25-24	Ethel J Nelson & Estate of George L. Bertram & Crystal Nixon-Luckurst	RP25-73 Bennett	Connor Downey & Tiffany

RP25-76	David McGill/Theresa Muhic
RP25-77	Susan Flensburg
RP25-78	Neal Bennett

Unsettled Real Property Appeals

RP25-38	Keilyn Carlos	RP25-36 RP25-37	Alice Fox / Estate of Sharon Woods
RP25-39 RP25-40 RP25-41 RP25-42 RP25-43 RP25-44 RP25-45 RP25-46 RP25-47 RP25-48 RP25-49 RP25-50	Blanche Kallstrom	RP25-51 RP25-52 RP25-53 RP25-54 RP25-55 RP25-56 RP25-57 RP25-58 RP25-59 RP25-60 RP25-61 RP25-62	Blanche Kallstrom
RP25-70 RP25-71 RP25-72 RP25-74 RP25-XX	Hugh I Schroeder Nicholas and Erika Tweet Nick Christensen, Jr. Michael & Katheryn Bennett HIS RENTALS Hugh I Schroeder (RP25-79 the numbering wa	Matt VanDeventer s off for this one)

Outside of the Scope of the BOE:

RP25-05 Ekuk Village Council RP25-31 Ekuk Village Council

Late Appeals approved to be heard-

L-RP25-XX Vivian Braswell - still waiting for this appeal to be turned in

L-RP25-01 Hugh I Schroeder

Unsettled Real Property Appeals

Case No.	Appellant	Action	Result	Vote	Final Value	Motion By	Reason
DDOS						0.1	Condition of home justified
RP25-	Thomas					Steve	lower building
01	Woods	Approved	Approved	Unanimous	\$94,400	Carriere	value

May 28, 2025

	Elias &						Condition-based adjustment
RP25-	Brenda					Steve	recommended by
03	Akelkok	Approved	Approved	Unanimous	\$196,900	Carriere	assessor
				Yes –			
				Carriere,			
				Armstrong;	\$409,300		Recent purchase
RP25-	Keilyn		Approved	No –	(no	Steve	price supported
07	Carlos	Denied	to Deny	Westfall	change)	Carriere	current valuation
	Alvin			Yes –			
	Heyano &			Carriere,	\$259,100		Comparable sales
RP25-	Karen		Approved	Armstrong;	(no	Steve	supported current
09	Shelden	Denied	to Deny	No- Westfall	change)	Carriere	valuation
					\$190,300		Recent purchase
RP25-	Jonathan		Approved		(no	Kaleb	price consistent with
29	Hobson	Denied	to Deny	Unanimous	change)	Westfall	assessment
							Condition issues
RP25-	Alice Fox					Steve	warranted reduced
36	Estate	Approved	Approved	Unanimous	\$104,700	Carriere	value
							Adjustment to
RP25-	Sharon					Steve	building value based
37	Woods	Approved	Approved	Unanimous	\$145,500	Carriere	on condition
					\$47,900	<u>.</u> .	Misunderstanding of
RP25-	Hugh		Approved		(no	Steve	assessment vs. tax
70	Schroeder	Denied	to Deny	Unanimous	change)	Carriere	cap
RP25-	Nicholas &					Steve	Depreciation
71	Erika Tweet	Approved	Approved	Unanimous	\$499,900	Carriere	adjustment applied
	Nick					<u>.</u> .	Only one exemption
RP25-	Christensen		Approved		Not	Steve	allowed (senior or
72	Jr.	Denied	to Deny	Unanimous	applicable	Carriere	veteran)
DD 6=	Michael &					0.1	Purchase price
RP25-	Katheryn		Approved	l	Not	Steve	exceeded assessed
74	Bennett	Denied	to Deny	Unanimous	adjusted	Carriere	value
L-			_				Misunderstanding of
RP25-	Hugh		Approved	l	Not	Steve	increase vs. tax
01	Schroeder	Denied	to Deny	Unanimous	adjusted	Carriere	limitation

Other Board Actions

Note: Appeals from Ekuk Village Council (RP25-05, RP25-31) referred to City Attorney for determination on tribal tax status. Deeds Checked by Assessor, Not restricted status and they are Fee Simple

Board Motions

Motion to accept all settled appeals: By Steve Carriere, Seconded by Kaleb Westfall, **Motion passed unanimously.**

BOE Meeting / Hearing

Dillingham AK

May 28, 2025

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Abigail Flynn, Acting City Clerk

Scheduled for Thursday, May 29, 2025 at 5:30 PM to continue hearing RP25-38 through RP25-62 (Kallstrom appeals).

RP25-62 (Kallstrom appeals).		
Citizen Discussion None.		
Committee Comments None.		
Adjournment Mayor Ruby adjourned the meeting at 8:50 PM.		
	Alice Ruby, Mayor	
		[SEAL]
ATTEST:		

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BOE MEETING / HEARING (CONTINUED FROM MAY 28TH IF UNFINISHED.)

Thursday, May 29, 2025 at 5:30 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

BOARD OF EQUALIZATION MEETING

CITY HALL COUNCIL CHAMBERS / 5:30 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

(If the meeting goes too long on May 28th, that meeting will recess and then reconvene on May 29th at 5:30 to continue with the same agenda and packet as the May 28th Meeting. Both meetings will be held in the Council Chambers.)

CALL TO ORDER Mayor Alice Ruby called the meeting to order at 5:32 PM.

ROLL CALL by the Clerk

Present:

Mayor Alice Ruby (Chair)

Kaleb Westfall

Curt Armstrong

Michael Bennett

Absent:

Steve Carriere (Excused)

APPROVAL OF AGENDA

Motion: To approve the agenda as presented

Motion by: Michael Bennett

Vote: Unanimous

Seconded by: Kaleb Westfall

Result: Motion carried

ASSESSOR'S COMMENTS

Assessor Arne reported no updates since the prior day. He reiterated plans for a full property review in 2025 and addressed specific appeal-related questions during the meeting. Notable discussion included the valuation of a burned structure (RP25-45) and the methodology used for salvage/improvement value.

APPEALS FOR CONSIDERATION

Personal Property (all Personal Property Appeals are settled)

Real Property Appeals Hearings

Appeals Not Settled

Case No.	Appellant	Action	Final Value	Vote
RP25- 38	Blanche Kalstrom	Approved	\$11,100	Unanimous
RP25- 39	Blanche Kalstrom	Approved	\$11,000	Unanimous
RP25- 40-62	Blanche Kalstrom	Withdrawn by Appellant, Assessor's Recommendations Accepted by BOE	Various	Unanimous (Block Vote)
RP25- 49	Blanche Kalstrom	Clarification only – No vote	\$753,200 (\$150,000 exemption applied)	N/A

- James Stanford (representing Blanche Kalstrom): Participated in multiple appeals, agreed with assessor recommendations, and withdrew remaining appeals except RP25-49 (clarification).
 Complimented the board on the professional conduct of the meeting.
- Kaleb Westfall: Questioned RP25-45 assessment of burned structure

MOTION TO ACCEPT ALL REMAINING KALSTROM APPEALS AS WITHDRAWN AND APPROVE ASSESSOR RECOMMENDATIONS

Motion by: Michael Bennett Seconded by: Kaleb Westfall

Vote: Unanimous Result: Motion carried

OTHER BUSINESS & STAFF FOLLOW-UP

- · Complete citywide property review planned by assessor
- Explore grants for intern assessors
- Continue vessel inventory efforts (noted need for photos and tax status verification)
- Clerk to prepare certified tax roll for Council by June 15

CITIZEN DISCUSSION (Prior Notice or Agenda Items)

COMMITTEE COMMENTS

- **Kaleb Westfall**: Recommended process improvements including use of maps in appeal packets.
- Michael Bennett: Expressed hope for fewer appeals in the future.
- **Curt Armstrong**: Thanked substitute members for filling in.
- **Mayor Alice Ruby**: Recommended future BOE orientation sessions and improvements to appeal documentation.
- Assessor Arne: Explained methodology and exemptions; noted need for intern assistance; thanked Clerk Abigail.

Section . Item 1.

Dillingham AK BOE Meeting / Hearing (continued from May 28th if unfinished.)

May 29, 2025

ADJOURNMENT Meeting adjourned by Chair Alice Ruby at 6:29 PM.

	Alice Ruby, Mayor	
		[SEAL]
ATTEST:		
Abigail Flynn, Acting City Clerk		



BOE MEETING / HEARING

Thursday, June 05, 2025 at 6:30 PM

MINUTES

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MEETING INFORMATION

BOARD OF EQUALIZATION MEETING

CITY HALL COUNCIL CHAMBERS / 6:30 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

CALL TO ORDER

ROLL CALL by the Mayor at 6:31 PM

Councilmembers Present: Bennett, Carriere, Armstrong, Westfall. Mayor Ruby was there and chaired the meeting.

APPROVAL OF AGENDA- Motion Made by Councilmember Carriere, Seconded by C. Armstrong.

Vote was unanimous, no discussion. Motion carried.

ASSESSOR'S COMMENTS -None as the assessor did not attend, the Clerk explained the settled appeals.

APPEALS FOR CONSIDERATION-

Personal Property

Settled Appeals

- 1. PP25-62 O'Connor: Issue: Airplane assessed as operational was in fact a parts plane.
- Evidence: Telephonic agreement from appellant with assessor's recommendation (9:25 AM).
- Motion to accept the appeal and set the value at the assessment recommended by the assessor: Steve Carriere
- Second: Curt Armstrong
- Vote: Unanimous approval (5–0)
- Motion carried: Outcome: Appeal approved; value reduced.
- 2. PP25-36 Strub (the updated 2025 tax roll shows that this entry was corrected to show the current owner but it did not appear on the agenda at the previous BOE meeting. For transparency, it is included here.) Issue: Ownership correction of a boat from Robert to Chris Strub based on a 2023 bill of sale.
- Evidence: Bill of sale provided; assessor corrected the tax roll.

- Motion to accept the appeal with corrected ownership: Steve Carriere
- Second: Kaleb Westfall
- Vote: Unanimous approval (5–0)
- Motion carried: Outcome: Appeal approved; owner corrected.

For the next three Appeals: Previously accepted at a prior BOE meeting but listed on this agenda for transparency purposes. No action required.

- 3. PP25-52 VanDeventer (already accepted at a previous BOE meeting but accidentally left off the list of names in the previous BOE agenda so for meeting transparency, it is also included here.)
- 4. L-PP25-01 Murphy (already accepted at a previous BOE meeting but accidentally left off the list of names in the previous BOE agenda so for meeting transparency, it is also included here.)
- 5. L-PP25-02 Most (already accepted at a previous BOE meeting but accidentally left off the list of names in the previous BOE agenda so for meeting transparency, it is also included here.)

Real Property

Settled Appeals

Appeals Not Settled

CITIZEN DISCUSSION (Prior Notice or Agenda Items)

COMMITTEE COMMENTS

Mayor Ruby noted that direction was given to the assessor in the previous meeting to improve clarity in the appeals process for future years.

Abigail was acknowledged for her efforts in maintaining meeting consistency and documentation.

ATTEST:	
Abigail Flynn, Acting City Clerk	
[SEAL]	

ADJOURNMENT at 6:38 PM by Mayor Ruby



CITY COUNCIL REGULAR MEETING

Thursday, June 05, 2025 at 7:00 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

AGENDA

CITY COUNCIL REGULAR MEETING

CITY HALL COUNCIL CHAMBERS / 7:00 p.m. 141 Main Street, Dillingham, AK 99576 (907) 842-5212

Call to Order

Mayor Ruby called the meeting to order at 7:00 PM.

Roll Call

Council Members Bertram Luckhurst, Michael Bennett, Steven Carriere, Curt Armstrong, and Kaleb Westfall were present. Mayor Alice Ruby also attended and chaired the meeting. Council Member Kevin McCambly was excused. A quorum was established.

Pledge of Allegiance

The Pledge of Allegiance was recited.

Approval of Minutes

No minutes were presented for approval.

Approval of Consent Agenda

No consent agenda items were presented.

Approval of Agenda

A motion to approve the agenda was made by Council Member Carriere and seconded by Council Member Luckhurst. There was no discussion. The agenda was approved unanimously. Motion carried.

Staff Reports

City Manager Dan Decker stated that full staff reports would be provided at the June 12 meeting. He introduced Jack Savo, Jr., as the new Deputy City Manager. Mr. Savo briefly addressed the council and members of the public.

Citizen Committee Appointments

No appointments were made.

Public Hearings

No public hearings were held.

Citizen Comments on Agenda Items

LeeAnne Andrew spoke in support of maintaining the library and senior center as essential community priorities. Simon Flynn addressed the council, emphasizing the cultural and historical importance of libraries and the value of supporting senior citizens.

Ordinances and Resolutions

Ordinance 2025-01 – Introduction: FY 2026 City of Dillingham Budget

A motion to introduce Ordinance 2025-01 was made by Council Member Carriere and seconded by Council Member Luckhurst. The council noted this motion would begin the required five-day public process.

The vote was three in favor (Luckhurst, Carriere, Armstrong) and two opposed (Bennett, Westfall).

The introduction failed, as four affirmative votes were required.

Resolution 2025-20 – Establishing the Rate of Levy of Tax and Accepting the Certification of the Tax Roll for Calendar Year 2025

A motion to approve the resolution was made by Council Member Carriere and seconded by Council Member Westfall.

An amendment was proposed by Council Member Bennett to strike the 10% penalty and 6% interest and seconded by Council Member Westfall. The amendment failed, receiving two votes in favor (Bennett and Westfall) and three opposed (Luckhurst, Carriere, Armstrong). The main resolution then failed, with three votes in favor (Luckhurst, Carriere, Armstrong) and two opposed (Bennett and Westfall). Four affirmative votes were required.

Unfinished Business

There were no items of unfinished business.

New Business

No new business was introduced.

Citizen Discussion (Open to the Public)

There were no additional public comments during this portion of the meeting.

Council Comments

No council comments were made.

Mayor's Comments

Mayor Ruby expressed hope that the council could come together on the budget. She noted that legal clarification would be provided on the tax levy and budget issues and thanked the public for their attendance.

Section . Item 1.

City Council Regular Meeting

Dillingham AK

June 05, 2025

The meeting was adjourned by Mayor Ruby at 7:14 PM.

ATTEST:

Abigail Flynn, Acting City Clerk [SEAL]



CITY COUNCIL SPECIAL MEETING (AMENDED)

Thursday, June 12, 2025 at 5:30 PM

MINUTES

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

MEETING INFORMATION

Amended for time of meeting, type of meeting and content

CITY COUNCIL SPECIAL MEETING CITY HALL COUNCIL CHAMBERS / 5:30 p.m.

141 Main Street, Dillingham, AK 99576 (907) 842-5212

Call to Order

Mayor Ruby called the meeting to order at 5:30 PM.

Roll Call

Council Members Bertram Luckhurst, Steven Carriere, Curt Armstrong (via Zoom), Kaleb Westfall, and Kevin McCambly were present. Mayor Alice Ruby also attended. Council Member Michael Bennett was absent. A quorum was established. (Council Member Westfall later left the meeting at 5:49 PM.)

Pledge of Allegiance

The Pledge of Allegiance was recited.

Approval of Agenda

A motion to approve the agenda was made by Council Member Carriere and seconded by Council Member Westfall. Council Member Westfall proposed an amendment to reorder agenda items and include the Cosgrove Report and manager reports. The amendment failed due to lack of a second.

A second amendment was then proposed by Council Member Westfall to reorder the ordinance and resolution and to add the Cosgrove Report as new business. This amendment was seconded by Council Member McCambly. The amendment failed on a 3–2 vote, with Council Members Armstrong, Westfall, and McCambly in favor, and Council Members Luckhurst and Carriere opposed.

The original agenda was then voted on and approved with three in favor (Carriere, Armstrong, Luckhurst) and two opposed (Westfall and McCambly). Council Member Bennett's absence

June 12, 2025

was counted as a "no" vote. Mayor Ruby cast the tie-breaking fourth vote in favor, and the motion carried.

Council Member Westfall formally objected to the meeting and left at 5:49 PM.

Citizen's Discussion (Prior Notice or Agenda Items)

Dan Boyd asked if the public would be allowed to comment on the Cosgrove Report at a future meeting. Mayor Ruby confirmed that citizens may speak on any topic during the Citizen's Discussion section.

Special Business

Ordinance 2025-01: Council considered a motion to rescind the previous introduction of Ordinance 2025-01 (FY2025 City Budget). The motion was made by Council Member Carriere and seconded by Council Member Luckhurst. City Attorney Rob Palmer participated via Zoom to provide legal guidance. The motion passed with three votes in favor (Carriere, Armstrong, Luckhurst) and one opposed (McCambly). Council Members Westfall and Bennett were absent, and their votes were recorded as "no" per council procedure. Mayor Ruby cast the tiebreaking fourth vote in favor. The motion carried.

Ordinance 2025-01:Following the rescindment, a motion to reintroduce Ordinance 2025-01 was made by Council Member Carriere and seconded by Council Member Luckhurst. The motion passed unanimously among the four present members. The ordinance was reintroduced.

Resolution 2025-19:Council then considered Resolution 2025-19 to establish the tax levy rate. The motion was made by Council Member Carriere and seconded by Council Member Armstrong. There was no discussion. The resolution passed unanimously among the four members present.

Council Comments

Council Member McCambly acknowledged his absence from the previous meeting due to a family loss and requested a moment of silence. He also expressed criticism of the Cosgrove Report, calling it a "waste of money" and "targeted." No other council members offered comments.

Mayor's Comments

Mayor Ruby acknowledged the difficulty of the meeting and the broader challenges of the year. She stated her intent to bring forward ethics and training recommendations to the council in August. She requested a moment of silence in remembrance of community members lost since the last meeting.

Adjournment

The meeting was adjourned by Mayor Alice Ruby at 6:06 PM.

Informational

The Cosgrove Report was included for informational purposes.

Dillingham AK, City Council Special Meeting (amended)

Section . Item 1.

June 12, 2025

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Abigail Flynn, Acting City Clerk [SEAL]

MEMORANDUM

Date: August 7, 2025

To: Dillingham City Council

From: Daniel E. Decker Sr., City Manager

Subject: City Manager Monthly Report – June & July 2025

Upcoming Events

August 6, 2025: Port Advisory Committee meeting.

August 14, 2025: Monthly status meeting with PND Engineering and MARAD (PIDP Project).

Fall 2025: Public engagement meetings for the 2025 Comprehensive Plan Update.

Major Departmental Highlights and Projects

Public Works

- Personnel changes: Onboarding, discharges, and absences due to fishing season.
- - Fire hydrant inspections and servicing completed.
- Repairs underway: Waste oil systems, hydrants, lift stations, incinerator scheduling, road maintenance, siding, and garage door upgrades.
- - Accomplishments:
- Streamlined procurement and work order processes.
- Senior Center roof treatment completed.
- Repaired well controls; initiated lift station tracking system upgrades.
- Positive results from DEC landfill inspection.
- Airport waterline extension RFP published.

Port

- - Cold storage compressor replacement underway.
- Harbor dredging completed May 30.
- - New Terminal Tariff finalization in progress.

- Lease agreements executed with AML and local vendors.
- - Harbor pedestal crane repaired.

Planning

- Comprehensive Plan Update nearing completion; Council adoption anticipated winter 2025.
- - EPA Landfill Appropriation NEPA review started June 5, 2025.
- - EPA Brownfields Inventory Grant site assessments underway.
- Housing Initiatives: AHFC Rural Professional Housing Grant pre-application submitted.
- - Community Action Plan submitted to AWAI, under CDC review (potential federal funding unlock).

Finance

- - Finance report for August prepared; expenditures and revenue on track.
- Coordinated with Planning and Public Works for grant compliance and procurement tracking.

Public Feedback and Concerns

- - Requests to repair cold storage at harbor.
- - Harbor lighting restoration prioritized with Nushagak Coop.
- - Increased public concern over bear interactions near landfill; PSA issued.

Looking Ahead

- - Continued focus on grant acquisition and compliance (PIDP, EPA, AHFC).
- - Preparing city operations and infrastructure for fall season maintenance.
- - Continued negotiation with labor unions for workforce stability.

Environmental Incident – Fuel Sheen Report (Scandavian Beach)

On July 22, 2025, the City received reports and photographic evidence of fuel sheening along the shoreline at Scandavian Beach, as well as visible fuel residue near the Dillingham Boat Harbor boat ramp and parking area. These reports were promptly communicated to the Alaska Department of Environmental Conservation (ADEC) and other relevant agencies.

ADEC Environmental Program Specialist Howard Minor conducted an on-site inspection on July 25–26, 2025. During his visit, Mr. Minor inspected Scandavian Beach, the harbor culvert, and the fuel dock area, meeting with representatives from the Curyung Tribal

Council, BBNA, Bristol Alliance Fuels, the Dillingham Port Director, and the Dillingham Public Works Director.

While secondhand reports indicated a fishing tender may have listed near the beach and potentially released fuel, ADEC found no active discharge from the vessel during the site inspection. The investigation determined that the likely release source had already been removed and that the City's jurisdiction does not extend to Scandavian Beach, which is owned by the Curyung Tribal Council.

Crucially, ADEC concluded that 'the impact to the shoreline is no longer present.' Weather conditions likely contributed to dispersing the fuel, and organic sheen (non-petroleum) was also observed in some areas. The final site evaluation confirmed the shoreline was no longer affected.

Mayor Alice Ruby

ManagerDaniel Decker



Dillingham City Council

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall Kevin McCambly

MEMORANDUM

Date: 07/29/2025

To: Daniel Decker, City Manager

From: Anita Fuller, Finance Director

Subject: Council Report 08/07/2025

Acknowledgements and Recognitions:

May Statistics: As of date of report.

Cash Receipts: \$1,129,302.70

All Payments: \$1,156,059.42 (includes \$469,810.89 for 2 payrolls & 2

supplement payrolls).

June Statistics: As of date of report.

Cash Receipts: \$790,801.10

All Payments: \$1,284,457.79 (includes \$345,668.71 for 2 payrolls & 1

supplement payroll).

Council Considerations/Recommendations:

 In the June council meetings, concern was mentioned that the budget did not include any capital improvement projects. Although there is no budget from the General Fund for Capital Improvements, there is grant funding for the Harbor. There are also grants being developed for the Landfill and Snagpoint Erosion that will be added once agreements are signed.

Department Accomplishment and Opportunities:

Contract Updates:

- Questica: Working with IT support staff to get connections working for a daily upload. Training of staff to use Questica will begin in August.
- Three+One: All permissions have been acquired. Report being drafted for council on recommendations on how to invest and manage funds.

Audit Update:

FY25 Audit – Testwork scheduled for the week of October 13, 2025. Final week scheduled for the week of December 1, 2025. The engagement letter has been signed and testwork data is being provided to the auditors.

Department staffing:

Training is ongoing for all staff.

Property Tax:

Real and personal property tax invoices dated 07/01/2025 were mailed out.

Invoice questions and concerns are being handled as they arrive.

Collections:

A foreclosure 2018-2022 has been finalized and waiting for period of redemption to end.

A foreclosure 2020-2024 has been filed with the court, period of redemption has begun.

Past due utility collections are ongoing.

Five promissory notes were started in April – July 2025.

Grants:

FY26-28 NTS Grant application was awarded significantly lower than applied for the amount of \$44,486.00. Reduction was due to the Senior Citizens of Kodiak rural status being changed from remote status. This changed the funding formula to the whole region (which Dillingham belongs to). In addition, funding for seniors has experienced funding cuts for the entire state.

4th guarter reports were finalized in July for:

- PFAS
- Snagpoint Erosion

RFP 2025-02 Airport Waterline extension proposals due 07/31/2025.

Budget:

FY26 Budget is finalized and imported in AccuFund.

Internal Controls:

Review ongoing.

Other News:

• GCI Contract draft has been reviewed by staff and attorney's ready for council approval to begin negotiations.

Upcoming Calendar Items:

- 15th of each month utility payments due; last day of month utility bills sent.
- November 1, 2025 Property tax payments due, if the first half is paid on November 1, 2025 the second half can be paid on December 1, 2025.

Mayor Alice Ruby

City Manager
Daniel Decker Sr.



Dillingham City Co

Section . Item 3.

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall

MEMORANDUM

Date: July 25, 2025

To: Daniel Decker Sr., City Manager

From: Christopher Maines, Planning Director

Subject: June and July 2025 Monthly Report

Upcoming Planning Commission Activity:

The Planning Department, in collaboration with the Planning Commission, has nearly completed the work on the 2025 Comprehensive Plan Update, representing one of the most significant planning undertakings for our community. The project timeline includes public engagement meetings scheduled for fall 2025, with the goal of presenting a finalized plan to the City Council for adoption before winter 2025.

Key Planning Issues Identified for Review For Fiscal Year 2026:

Property Management and Code Enforcement:

- Abandoned Property policies and procedures
- Property condemnation policies and procedures
- Setback requirements standardization and clarification

Infrastructure and Right-of-Way Management:

- Classification and documentation of Dillingham-owned roads versus dedicated public use roads
- Clarification of dedicated right-of-way designations
- Road maintenance and responsibility matrices

Development Standards and Procedures:

- Comprehensive review and modernization of subdivision standards
- Streamlining of platting procedures for new plats and replats
- Development of efficient approval processes

Future Growth Management:

- Creation of defined zoning areas to support strategic community expansion
- Establishment of clear development guidelines for different community zones

Collaborative Process: These policy areas will require joint coordination with the Code Committee, as the review process may result in proposed language changes to existing municipal codes. Regular joint meetings will be scheduled to ensure comprehensive review and community input integration.

City of Dillingham Page 1 of 3

Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified, and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

Planning Department Activity:

Dillingham Community Action Plan

The Dillingham Community Action Plan has been successfully submitted to the Alaska Wellness Association Initiative (AWAI) and has received formal acceptance. The plan is now being forwarded to the Centers for Disease Control and Prevention (CDC) for final review and approval. This achievement represents a significant milestone for our community, as CDC acceptance will unlock new federal funding streams for future projects. Many transportation grants now require an approved community action plan as a prerequisite for funding consideration, positioning our community advantageously for future grant opportunities.

Acknowledgments: Special recognition is extended to Conor Downey and the Bristol Bay Area Health Corporation (BBAHC) for their exceptional dedication and collaborative efforts throughout this process. The Planning Department looks forward to continued partnership on future initiatives that promote health and safety for our citizens.

EPA Landfill Appropriation - NEPA Process

Key Milestone: NEPA Process initiated on June 5, 2025

During the reporting period, the Department successfully launched the National Environmental Policy Act (NEPA) review process for the landfill appropriation project with the Environmental Protection Agency (EPA). Despite experiencing staffing transitions with our grants specialist replacement and turnover within the EPA Region 10 offices over the summer months, project momentum has been maintained. The Public Works Director and I conducted a comprehensive meeting with our newly assigned grants specialist, who provided reassurance that all project documentation remains in order and that no negative comments have been received during the initial review phase. Based on current projections, we anticipate receiving the grant agreement within the next 60 days.

EPA Brownfields Inventory Grant

Following the successful award of the Brownfields Inventory Grant through the EPA, the Planning Department participated in the project kick-off meeting alongside CaSandera Johnson from Bristol Bay Native Association (BBNA). This collaborative approach ensures comprehensive coverage and expertise throughout the project implementation.

Project Objectives:

- Identify and systematically catalogue sites with potential for Brownfields designation
- Conduct preliminary assessments of identified locations
- · Develop strategic plans for seeking remediation funding
- Position sites for future beneficial public use

Regular updates on project status and milestones will be provided to the council as work progresses through the coming months.

City of Dillingham Page 2 of 3

Section . Item 3.

Rural Professional Housing Grant Application

The Planning Department has successfully submitted the City of Dillingham's preapplication to the Alaska Housing Finance Corporation (AHFC) for the Rural Professional Housing Grant program. This competitive annual funding initiative is specifically designed to create affordable rental housing for essential rural professionals, including teachers and healthcare workers who are critical to our community's well-being and economic stability.

Program Overview:

- Purpose: Create affordable rental housing for essential rural professionals
- Target Recipients: Teachers, healthcare workers, and other critical service providers
- Eligible Applicants: School districts, local governments, regional health corporations, housing authorities, and nonprofit organizations

Additional Housing Funding Opportunities

The Department continues to actively monitor AHFC's funding cycles, particularly the upcoming round of the Last Frontier Housing Program, which represents another potential avenue for securing resources to develop affordable housing within our community. This proactive approach ensures the City remains positioned to capitalize on available funding opportunities as they become available.

Next Steps: Regular updates on application status and additional funding opportunities will be provided to the Council as information becomes available, and decisions are rendered.

Looking Ahead

The Planning Department remains committed to advancing these critical environmental and community development initiatives while simultaneously undertaking the comprehensive planning process. Upcoming priorities include:

Ongoing Environmental Projects:

- Monitoring the EPA grant agreement timeline for the landfill appropriation project
- Tracking CDC review progress for the Community Action Plan
- Coordinating ongoing Brownfields inventory activities with BBNA partners
- Exploring additional grant opportunities that may become available through newly established funding streams

Comprehensive Plan and Policy Development:

- Coordinating with the Planning Commission on comprehensive plan update activities
- Scheduling and conducting joint meetings with the Code Committee
- Organizing fall public engagement meetings for community input
- Developing draft policy language for identified planning issues
- Preparing final comprehensive plan document for Council consideration

City of Dillingham Page 3 of 3



MEMORANDUM

DATE:

7/26/25

TO:

City Manager

FROM:

Chief of Police

SUBJECT: Police Department Report for June and July of 2025

STAFF REPORT

The Dillingham Police Department:

Patrol:

Officer Wyatt Oviatt began working with the department in May of 2025.

Sgt. Nickels and K-9 Jey completed the national K-9 certification program with the North American Police Work Dog Association in July. Sgt. Nickels is now a nationally certified K-9 handler and Jey is a nationally certified K-9.

Corrections:

During the month of June corrections held 48 people in the correctional facility During the month of July corrections held 37 people in the correctional facility.

Dispatch:

Dispatch received 176 calls for service in June and 181 calls for service in July.

DMV:

June 2025

04- Commercial D/L

90 – Driver License

57 – Identification Cards

- 01 HC Permits (No Fee)
- 03-Miscellaneous Fees
- 64 Vehicle Registration
- 54 Title / Lien
- 70 Boat Registration
- 08-Road Test
- 01-License Services
- 16-AK Written Test

July 2025

- 00 Commercial D/L
- 89 Driver License
- 39 Identification Cards
- 03 HC Permits (No Fee)
- 06 Miscellaneous Fees
- 61 Vehicle Registration
- 34 Title / Lien
- 17 Boat Registration
- 13 Road Test

Customer Assist:

- 02 License Services
- 13 AK Written Test

Monthly Report for June 2025

Dillingham Communications:

This Month we came online with our IT Specialist. It is nice to have a local person to work with as opposed to a voice on the phone. Of 176 total incidents between April. 20, 2025 and May 20, 2025, we had:

2.84% 911 Hang-ups (5)

11.93% Welfare Checks (21)

24.43% EMS Calls (43)

2.84% Burn Permits (5)

4.54% Animal Calls (8)

32.39% Disturbances (57)

3.97% Agency Assist (7)

8.52% Traffic Stops (15)

2.72% Serving Court Docs (4)

2.84% Assault (5)

2.84% Suspicious Circumstances (5)

0.57% DUI Calls (1)

Summertime is here with cannery workers and fishermen; 4-wheelers and pick-up trucks. With the influx of people comes an increase in the use of City services. You will find lines a DMV, a full jail, EMS & police responding to calls and yes, a busy dispatch. Please be watchful of pedestrians, emergency vehicles, elders and children at play. When you call 911, talk slowly; where is the emergency; who is calling; any injuries, any weapons involved; and stay on the phone to update Dispatch as the scene changes. Be considerate of others and have a safe and prosperous summertime.

Respectfully submitted,

--John Marx

DEPARTMENT OF CORRECTIONS

Contract Jails Coordinator- Justin Francois

1300 E. 4th Avenue

Anchorage, AK 99501

Month: JUNE 2025
Facility Reporting: Dillingham Jail
Total Number of Man-Days Served: / 3 6 , 5 Total Number of Persons: 40 10-80 AND 08 T-47
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE SERVICES RENDERED.
Certifying Officer: (Print Name)
WILLIAM FORMAN (Signature)
Title: Corrections Supervisor
Note: This form must accompany the Monthly Booking Report

Monthly Report for JUNE 2025

Dillingham Corrections:

As of JUNE 1, 2025st through JUNE 24, 2025 there were 40 inmates held in the Dillingham Jail Facility. We held 8 Individuals under the Alaska Statutes T-47 protective custody. 0 Juveniles.

City of Dillingham

Monthly Administrative Report

Department/Program: Corrections	By: Sgt. W. FORMAN	Date: 06/24/2025
Operations: Jail is operational with 5 current staff.		
Commissary Sales for the month of March: \$607.00		
Fingerprints done for the month of March: \$0		
Staffing:		
Staffing at this time; there are currently 5 officers,		
Projects: Waiting on the new door to cell #5 to arrive. Sink in cell 5 has no hot water waiting on parts to repair.		
Facility Needs: • Currently the city maintenance is working on minor maintenance issues that arise.		
Tools & Equipment Needs: New cameras for cells that have privacy masking software. New cameras need to be able to integrate with current system.		

List of Attachments:

STATS:



RECEIVED

JUN 2 3 2025

City of Dillingham

Corrections Report Cash Count - Commissary Account: 1000 4722 20 21 0000 0

Date ____06/23/2025_____

Currency	Coin		
ONES $82_x 1.00 = 82_00_$	PENNIES	x .01	= <u>\$</u>
FIVES $_{23}$ x 5.00 = $_{115.00}$	NICKELS	x .05	= <u>\$</u>
TENS $3 \times 10.00 = 3 \times 30.00$	DIMES	x.10	= <u>\$</u>
TWENTIES _19 x 20.00 = \$380.00_ \(\)	QUARTERS	x .25	= §
FIFTIES x 50.00 = <u>\$</u>	HALVES	x .50	= <u>\$</u>
HUNDREDS x 100.00 = \$	DOLLARS	x 1.00	= <u>\$</u>
	Check \$	Check #	Check \$
Supervisor Signature		Date 6/2	3/25
Chief Signature		Date	
Finance Signature		Date 6-	23-2025

Monthly Activity Report Dillingham Dept. of Public Safety

For the period of May 22, 2025, to June 24, 2025

Division of Motor Vehicle

- ❖ 04 Commercial D/L
- ❖ 90 Driver License
- ❖ 57 Identification Cards
- ❖ 01 HC Permits (No Fee)
- 03 Miscellaneous Fees
- ❖ 64 Vehicle Registration
- ❖ 54 Title / Lien
- ❖ 70 Boat Registration
- ❖ 08 Road Test

Customer Assist:

- ❖ 01 License Services
- ❖ 16 AK Written Test
- The BBEDC intern from last year did not apply this year.
- The Seasonal internship has been advertised.
- Since the new computer installation, the credit card reader has not worked, credit card has to be manually entered.

Monthly Report for July 2025

Dillingham Communications:

For the Months of June/July the dynamics and make-up of Dillingham change.

There are groups of cannery workers in various parts of town. Some are hanging by the stores while others draw on the Library Internet. Of 181 total incidents between June 20, 2025 and July 20, 2025, we had:

14.48% REDDI Reports (8) 47.06% Welfare Checks (26)

77.83% EMS Calls (43) 18.1% Assist Public (10)

9.05% Animal Calls (5) 83.26% Disturbances (46)

14.48% Agency Assist (8) 16.29% Traffic Stops (9)

5.43% Fire Calls (3) 3.62% Assault DV/Non DV (2)

5.43% Vehicle Accidents (3) 10.86% Patrol Requests (6)

It is good to see old friends, to renew those good connections. As the boats are put away for another winter, we hope the berries are getting plump. The adventure continues as we look forward to seeing you again next year.

Please be watchful of pedestrians, emergency vehicles, elders and children at play. When you call 911, talk slowly; where is the emergency; who is calling; any injuries, any weapons involved; and stay on the phone to update Dispatch as the scene changes.

Respectfully submitted,

-John Marx

DEPARTMENT OF CORRECTIONS

Contract Jails Coordinator- Justin Francois

1300 E. 4th Avenue

Anchorage, AK 99501

Month: JULY 2025
Facility Reporting: Dillingham Jail
Total Number of Man-Days Served: 100
Total Number of Persons: 24 10-80 AND 17 T-47
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE SERVICES RENDERED.
Certifying Officer: SGT. W. FORMAN (Print Name)
SG.T. WILIIAM FORMAN
(Signature)
Title: Correctional Supervisor
Note: This form must accompany the Monthly Booking Report

Monthly Report JULY 2025

Dillingham Corrections:

As of JULY 1st, 2025 there were 24 inmates held in the Dillingham Jail Facility. We held 17 individuals under the Alaska Statutes T-47 protective custody. 0 Juveniles.



JUL 2 1 2025

City of Dillingham

Corrections Report Cash Count - Fingerprints Account: 1000 4722 20 21 0000 0

Date	7/21/2025	

Currency	Coin		
ONES $x 1.00 = \$$	PENNIES	x .01	= \$
FIVES x 5.00 = \(\frac{1}{3} \)	NICKELS	x .05	= \$
TENS x 10.00 = \$	DIMES	x.10	= <u>\$</u>
TWENTIES x 20.00 = \$	QUARTERS	x .25	= \$
FIFTIES x 50.00 = \$	HALVES	x .50	= <u>\$</u>
HUNDREDS x 100.00 = <u>\$</u>	DOLLARS	x 1.00	= <u>\$</u>
TOTAL CHECK(S) TO DEPOSIT	\$150.00	Check #	Check \$
Supervisor Signature		Date7/21	/2025
Chief Signature		Date	
Finance Signature		Date	1-25



RECEIVED

JUL 2 1 2025

City of Dillingham

Corrections Report Cash Count - Commissary Account: 1000 4722 20 21 0000 0

Date ____06/23/2025_____

Currency				Coin			
ONES	_12 x 1.00	= <u>\$</u> _12.00		PENNIES	x .01	= <u>\$</u> _	
FIVES	x 5.00	= <u>\$</u>		NICKELS	x .05	= \$_	
TENS	x 10.00	= <u>\$</u>		DIMES	x.10	= <u>\$</u> _	
TWENTIES	_1 x 20.00	= <u>\$</u> _20.00_		QUARTERS	x .25	= \$_	
FIFTIES	x 50.00	= <u>\$</u>		HALVES	x .50	= <u>\$</u> _	
HUNDREDS	x 100.00	= <u>\$</u>	•3	DOLLARS	x 1.00	= <u>\$</u> _	
	Check \$ Check \$ CK(S) TO DEPOSE CK(S) TO DEPOSE CSIT	DSIT	\$32.00	_	Check #		Check \$
Super	visor Signature				Date	7/21/2	2025
Chief	Signature				Date		
Financ	ce Signature	AT			Date <u>7-2</u>	1-2	15

Monthly Activity Report Dillingham Dept. of Public Safety

For the period of June 24, 2025, to July 24, 2025

Division of Motor Vehicle

- ❖ 00 Commercial D/L
- ❖ 89 Driver License
- ❖ 39 Identification Cards
- ❖ 03 HC Permits (No Fee)
- 4 06 Miscellaneous Fees
- ❖ 61 Vehicle Registration
- ❖ 34 Title / Lien
- ❖ 17 Boat Registration
- ❖ 13 Road Test

Customer Assist:

- 02 License Services
- ❖ 13 AK Written Test
- Since the new computer installation, the credit card reader has not worked, credit card must be manually entered.

Mayor Alice Ruby

City Manager
Dan Decker



Dillingham City Co

Section . Item 3.

Michael Bennett
Curt Armstrong
Kaleb Westfall
Kevin McCambly
Bertram Luckhurst
Steven Carriere

MEMORANDUM

Date: 7/23/2025

To: Dan Decker, City Manager

From: Daniel Miller, Port Director

Subject: Monthly Report: June-July 2025

Upcoming Events:

• 8/6/2025: Port Advisory Committee meeting

8/14/2025: Monthly Status Meeting with PND and MARAD

Projects - Progress and Public Impacts:

- Replace compressor for cold storage in icehouse
- Develop a plan for improved Kanakanak Beach Access maintenance
- Work with PND Engineering to acquire all necessary permits for PIDP Grant
- Work with Nushagak Coop. to restore harbor lights and extend primary power
- Work with PW Director and Planning Director to improve security and efficiency at Dock facilities
- Finalize New Terminal Tariff
- Repair 1050 Hyster in order to lease to AML

Completed Projects:

- · Executed short-term lease agreements for food court area
- Executed lease agreement with AML for 2025 season
- Deployed harbor docks
- Harbor dredging completed approx. May 30
- Received approval from MARAD to move forward with PIDP Project
- Received draft tariff from IAMPE, awaiting correspondence with legal council
- Repaired Harbor pedestal crane
- Worked with Public Works to improve safety at harbor

Public Feedback:

- Repair cold storage for ice machine
- Restore harbor lights
- Repair/Replace docks

City of Dillingham Page 1 of 1

Mayor Alice Ruby

City Manager
Daniel Decker



Dillingham City Cq

Section . Item 3.

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall

MEMORANDUM

Date: July 24, 2025

To: Daniel Decker, City Manager

From: Scott Runzo, Fire Department Coordinator

Subject: Fire/EMS Report

Acknowledgements and Recognitions:

• I would like to highlight the work of our summer EMTs. This year we have an alllocal team, and they have been busy this summer and doing a great job. Calls have tripled for the month of June and July.

Members on board:

- o Fire Chief Koolie Heyano
- Assistant Fire Chief Kevin Hardin
- Fire at large John Taylor
- o Medical squad director -Clint Reigh
- Assistant medical director -Brandi Olson
- Medical at large -Malcolm Wright

Department Accomplishment on-going/upcoming activities:

- The major event of the summer other than responding to Emergencies was the harbor day hosted by the Fire department and the city. We served 800 hot dogs, gave out life jackets, had activities for the kids and had the fire truck and ambulance out for the public to experience.
- Fire and EMS participated in a multi-agency drill with DOT, state trooper, hospital and DLG PD. It was good training for the department.
- September is training month for fire personnel, and we will be sending several members to the fire conference in Sitka.

City of Dillingham Page 1 of 2

Section . Item 3.

Projects – Progress, public actions and preparations:

- ISO update is in progress, and I hope to have it completed by September 2025.
- EMS prevention is producing a prevention calendar for the upcoming year.
- EMS and Fire has been working with the hospital on a MOU for ambulance operations
- EMS is working on a rate comparison study for our ambulance fee structure

Public Feedback and calls:

- We are still handing out a lot of smoke detectors and the public is very appreciative.
- We will be receiving Co2 detectors soon for the city to hand out.

Mayor Alice Ruby

City Manager Daniel Decker



Dillingham City Co

Section . Item 3.

Bertram Luckhurst Michael Bennett Steven Carriere Curt Armstrong Kaleb Westfall Kevin McCambly

MEMORANDUM

Date: July 28, 2025

To: City Manager

From: Phil Baumgartner, Public Works Director

Subject: Monthly report

June and July saw personnel onboarding, discharge and absences for fishing, inspection and servicing fire hydrants, engineer, consultant & regulatory site visits, improvements to operational and administrative processes & procedures, and opportunities for review and planning of workloads.

Underway:

 Repair & update waste oil systems, scheduling incinerator repair, bear fence upgrade, hydrant & lift station repairs, road maintenance, Union negotiations, grounds keeping, siding and garage door repairs

Accomplishments

- Streamlined procurement, receiving and work order processing, paint & repair doors of PW "red barn," reorganizing of PW buildings, finish Senior Center roof treatment
- Repaired well controls, began installing replacement Lift station tracking/reporting systems, inspections of cranes & fire suppression systems
- Site visits: Geotechnical survey of PW for septic design, lock system upgrade & landfill engineers, ANTHC Project Manager status & assist options, DEC annual landfill inspection (positive findings), Alaska Rural Water Association
- RFP for Airport waterline extension published
- LF Upgrade review continues, fence improvements, set bins for garbage separation, increased human/bear interaction PSA issued, daily cover improving

City of Dillingham

Page 1 of 1

Mayor Alice Ruby

ManagerDaniel Decker



Dillingham City Co

Section . Item 3.

Bertram Luckhurst
Michael Bennett
Steven Carriere
Curt Armstrong
Kaleb Westfall
Kevin McCambly

MEMORANDUM

Date: July 23rd, 2025 for the period from May 22 to July 23, 2025

To: Daniel Decker, City Manager
From: Abigail Flynn, Acting City Clerk
Subject: Monthly Report for June and July

Acknowledgements and Recognitions: Thank you to our legal team for assisting in the foreclosure filing. Thank you to all who volunteered at Harbor Day/ Blessing of the Fleet.

City Clerk Department Accomplishment and Opportunities Since the Last Report:

- Affidavit of Foreclosure signed and Motion filed with the court on July 8th.
- Seven election tasks completed, ahead of schedule, with more to do this week.
- 3 records requests completed, ahead of the 10 day window.
- Coordinated with Dianne Blumer for a September workshop with the council.
- Transferred knowledge of duties and responsibilities to the new Deputy Manager and Acting Librarian/Community Services Coordinator for those areas.
- Harbor Day/ Blessing of the Fleet was a resounding success on June 14th.
- The Records Specialist is preparing for destruction of obsolete records.

Upcoming Meetings in the Council Chambers & Important Dates: August-October

- August 7, September 4, October 2, Regular City Council Meetings, 7 PM
- August 5th: Port Advisory Committee, 6 PM
- August 13, September 10, October 8: Planning Commission, 5:30 PM
- August 18, September 15, October 20: Finance and Budget, 5:30 PM
- August 14, September 11: Code Review Committee, 5:30 PM
- Maybe September 17: School Facility Committee (Time/ alt. date TBD)
- September 24, 10 AM: MOU
- October 9 (Time and date to be confirmed later) Canvasing Committee
- October 16, 5:30 PM, Special Council Meeting to Certify the Election

Important Election Dates

- August 12-September 2: Filing period for declaration of candidacy for the municipal election for seats A & B on the City Council and Seat A for the School Board. See the Acting Clerk to declare candidacy.
- September 3 1 PM on October 6: Filing period for Write-in candidates.
- September 7: Voter Registration Deadline for this municipal election.
- September 22- October 22: Absentee Voting in Person and by Personal Representative, Absentee Voting by mail begins September 27.
- October 7, 8 AM-8 PM: Municipal Election (also absentee voting by Personal R.)

Library

Accomplishment and Opportunities for May 22-July 21, 2025:

Accomplishments

Library Stats for May 22-July 21				
1,579	Patron count	95	Desktop computer usage	
2,681	Wi-Fi Session Count	211	Museum visitors	
14	AWE station usage	47	Volunteer hours	
4016	Items checked out to date in 2025	149	Summer reading program	
		attendees		

LAB: sending out an email in early August to board members to see when they can next meet. An open seat still needs to be filled.

FOL: had a fun Adult Spelling Bee; a framed picture of the winners, as well as the trophy, are on display at the library. The Book and Plant sale in June at the Animal Control Shelter was a huge success with many books and helpers to make it happen. Some proceeds were donated to the city in memory of Jenice Cox as well as books purchased for the library with a sticker with her picture placed in the books in memory of Jenice.

No Movie Matinees for the summer on Saturdays.

Grants update:

- Inter-Library Loans are back! Funded for at least another year. Patrons have already been making use of this valuable service.
- Continuation of the LINKED grant (for younger children) for another 5 years has been approved but haven't heard of the details yet from the school district.
- July 1st started our internet service with Microcom using our current Starlink equipment. The monthly rates have increased, however, using the e-rate funds.
- PLA final grant report is due September 1st.
- IMLS grant awarded; details have been sent to Curyung to proceed as they had submitted it on our behalf.
- The library was provided two BBEDC youth interns this summer.
- The current LINKED grant provided a Summer Reading Program specialist to run this annual program for 8 weeks in June and July. We've had great attendance and participation.

City of Dillingham Page 2 of 3

Senior Center

Accomplishment and Opportunities May 22-July 20, 2025:

Days open when meals were served:

- 32 with Lunch 32 days
- 575 meals served during that time.

Rentals:

3 room rentals for 4 different days

Van:

- People given rides: 358
- in use on 30 days
- Meals delivered:450 delivered.

Staffing Update

- The Senior Center Director resigned, and the newly created position of Librarian/Community Services Coordinator was filled in an acting capacity by the Librarian until the position can be advertised and interviews held in the fall.
- Background check completed on one staff member
- Drivers were borrowed from the Clerk Department during the van driver's absence.

Grant Reporting

- NTS Grant application completed and awarded.
- NCIS & NTS Grant reporting in progress
- Biannual Progress report and performance measures due 07/30/2025

Senior Center Needs:

This month we learned that the largest grant that the senior center relies on to fund services, the NTS Grant, will be funded at a much lower rate this year than it has been in the past. We are seeking creative ways to continue services with less grant funding. Donations are very important to the continued services of the senior center, and we encourage generosity on behalf of our valued seniors.

Meeting Date: August 7th

Section . Item 5.

CITY OF DILLINGHAM, ALASKA RESOLUTION NO. 2025-30

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL TERMINATING CITY MANAGER DANIEL DECKER SR. WITHOUT CAUSE.

WHEREAS, Daniel Decker is currently the City Manager for the City of Dillingham; and

WHEREAS, Mr. Decker was appointed City Manager on March 6, 2025, and his contract was signed March 12, 2025; and

WHEREAS, Mr. Decker's contract provides he can be terminated at any time for any reason or no reason (no cause termination), in which case he is to be paid the equivalent of two months' salary in lieu of any and all other damages or money that Mr. Decker might claim;

NOW, THEREFORE, BE IT RESOLVED the Dillingham City Council:

Section 1.Termination Mr. Decker is terminated from his position as city manager. The termination is not for cause and is pursuant to Section 4(a) of the Employment Agreement, which states, "The City Council may terminate Mr. Decker's employment at any time, for any reason or no reason, by delivering to Mr. Decker written notice of termination." The Human Resources and/or Finance Department shall work with the city attorney, as necessary, to process final payment, including severance pursuant to the contract and leave balance payments, to ensure return of city property, and to perform any other required processes. The termination shall be effective at 4:30 pm on August 8, 2025.

Section 2. **Acting Manager Appointment.** Deputy City Manager Jack Savo Jr. is appointed acting manager. This appointment is temporary and may be modified or revoked by the City Council at any time.

Section 3. Effective Date. This resolution shall be effective immediately after its adoption.

PASSED and ADOPTED by the Dillingham City Council on August 7, 2025.

ATTEST:	Alice Ruby, Mayor
	[SEAL]
Abigail Flynn, Acting City Clerk	

Meeting Date: Aug 7 Section . Item 6.

CITY OF DILLINGHAM, ALASKA RESOLUTION NO. 2025-31

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT CONTRACT ADDENDUM WITH THE CITY MANAGER AND APPOINTMENT OF THE DEPUTY CITY MANAGER AS ACTING CITY MANAGER IN LIMITED CIRCUMSTANCES.

WHEREAS, Mr. Decker was appointed City Manager on March 6, 2025, and his contract was effective March 12, 2025; and

WHEREAS, on July 9, 2025, Mr. Decker was charged with a misdemeanor domestic violence assault (*State of Alaska v. Decker*, 3DI-25-00122CR); and

WHEREAS, domestic violence is a serious accusation, and there are too many incidents of domestic violence in our community; and

WHEREAS, a criminal defendant is innocent until proven guilty, and Personnel Rule 7.50 describes that a conviction of a felony or immoral crime would be grounds for immediate termination; and

WHEREAS, a criminal defendant has a right to a speedy trial, which means Mr. Decker's trial should occur by November 7, 2025, but that speedy trial deadline can be extended for various reasons; and

WHEREAS, Mr. Decker has informed the Council that he needs to travel to Anchorage for approximately 90 days for therapy and counseling support for himself and his family, and believes he is able to continue fulfilling his City Manager duties remotely; and

WHEREAS, Families that are willing to seek counseling and treatment deserve substantial respect; and

WHEREAS, The City has ongoing projects and initiatives which will benefit from continuity in the manager position; and

WHEREAS, on balancing the public's interest, the value that Mr. Decker can continue to provide the City consistent with this resolution, and the fact that the criminal trial has not occurred and may not occur for some time, the following is in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED by the Dillingham City Council:

Section 1. City Manager Employment Contract Addendum #1. The Mayor is authorized to execute the following contract addendum with the City Manager with the following essential terms:

Section . Item 6.

Meeting Date: Aug 7

A. Authority for remote work. Mr. Decker may work remotely from Anchorage for no more than 100 days from adoption of this resolution. If Mr. Decker would like an extension, he must notify the Mayor in a reasonable time for the Council to consider an extension. Unless extended or if his contract is terminated, Mr. Decker is expected to return to Dillingham to perform full City Manager duties within 100 days from adoption of this resolution.

B. Special Conditions for Remote Work.

- 1. In person meetings. Mr. Decker is expected to attend regular Council meetings in person. Mr. Decker must make reasonable efforts to return to Dillingham for regular Council meetings and any other meetings in which his physical presence would be valuable. However, if Mr. Decker is unable to attend in person due to events outside of his control and unrelated to any counseling or treatment (i.e., flight cancellations, adverse weather, etc.), then he must promptly notify the Mayor and Deputy City Manager.
- 2. No charge to City. Mr. Decker must not bill, and the City is not paying any of Mr. Decker's expenses including, but not limited to, airfare, housing, vehicle transportation, counseling, or any other expenses due to the remote work location.
- 3. Routine status check-ins. Mr. Decker agrees to authorize the counselor, therapist, doctor, and other mental health professionals to provide routine status check-ins to the Mayor. Ideally, the check-ins are weekly, but biweekly check-ins may be reasonable too. Any record provided by such professionals is considered a confidential personnel record; the Mayor may summarize the conclusion of the professional if necessary to inform future Council action.
- 4. **Primary residence**. Except for the temporary relocation to Anchorage, Mr. Decker must keep his primary residence in Dillingham, Alaska.
- 5. No supervision of the Dillingham Police Department. For the next 100 days, Mr. Decker has no supervisory control of the Dillingham Police Department and must relinquish all management decisions, if any, to the Deputy City Manager.
- C. Supplemental termination events. In addition to the basis for termination provided in the Employment Agreement dated March 12, 2025, Mr. Decker

Section . Item 6.

agrees he may be terminated for the following reasons, which are considered "for cause" events:

- Medical determination. If a counselor, therapist, doctor, or other mental health professional informs the Mayor that Mr. Decker cannot continue working remotely and satisfactorily complete the necessary counseling or therapy; or,
- 2. **Found guilty**. If Mr. Decker is found guilty, admits guilt, or pleads nolo contendre in *State of Alaska v. Decker*, 3DI-25-00122CR, to the assault charge or any other charge; or,
- 3. **Violation of the special conditions for remote work**. If Mr. Decker violates any of the special conditions for remote work imposed with this resolution.

Mr. Decker may waive his right to a for cause hearing if he provides timely written notice to the Mayor.

Section 2. Appointment of Deputy City Manager as Acting City Manager for Limited Duties. The Deputy City Manager is appointed Acting City Manager for the following limited circumstances:

- A. Supervision of the Dillingham Police Department; and,
- B. If a reasonable effort has been made to contact Mr. Decker for any specific issue and if Mr. Decker is unavailable, the Deputy City Manager Jack Savo Jr. has full Acting City Manager authority for the specific issue. Mr. Savo must inform the Mayor when he has had to invoke such authority.

Section 3. Effective Date. This resolution is effective immediately after its adoption.

PASSED and ADOPTED by the Dillingham City Council on August 7, 2025.

ATTEST:	Alice Ruby, Mayor
	[SEAL]
Abigail Flynn, Acting City Clerk	
If Adopted by the City Council:	
Daniel Decker Sr. Dat	 e

City of Dillingham Page 3 of 3

Section . Item 7.

Meeting Date: August 7

CITY OF DILLINGHAM, ALASKA RESOLUTION NO. 2025-26

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL RECOGNIZING JUNETEENTH (JUNE 19TH) AS AN OFFICIAL PAID HOLIDAY FOR CITY EMPLOYEES AND APPROVING CHANGES TO THE PERSONNEL REGULATIONS

WHEREAS, Juneteenth commemorates June 19, 1865, the day when the last enslaved people in the United States were declared free in Galveston, Texas — more than two years after the Emancipation Proclamation was issued; and

WHEREAS, the State of Alaska and the United States federal government have both recognized Juneteenth as an official holiday; and

WHEREAS, the City of Dillingham Personnel Regulations: 5.20. HOLIDAYS already states that "The City shall observe all holidays so proclaimed by special proclamation of the President of the United States or the Governor of the State of Alaska which are observed by the State of Alaska"; and

WHEREAS, adding Juneteenth as a paid holiday reinforces the City's commitment to diversity, equity, and respect for all individuals; and

WHEREAS, the City Council wishes to officially add Juneteenth (June 19th) to the list of observed paid holidays for City of Dillingham employees;

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council hereby declares June 19th — Juneteenth — to be an official **paid holiday** for all City of Dillingham employees, to be observed annually beginning in 2025.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Dillingham City Council authorizes the revisions to the following sections in the City of Dillingham Personnel Regulations: 5.20. HOLIDAYS (add "Juneteenth, June 19th" between 5. and 6. and update the numbering.)

PASSED and **ADOPTED** and **ENACTED** by the Dillingham City Council on August 7th, 2025.

	Alice Ruby, Mayor	
ATTEST:		
	[SEAL]	
Abigail Flynn, Acting City Clerk	_	

Personnel Regulations (2023) Original

5.20. HOLIDAYS All employees in a regular full-time position shall be entitled to paid holidays as designated below. Holidays are paid on a prorated basis for regular part-time employees (except those whose wages are paid by grants that do not allow for such leave or benefits).

Holidays recognized by the City are:

- 1. New Year's Day, January 1;
- 2. Washington's Birthday, Third Monday in February;
- 3. Beaver Round-Up Day, Friday of Beaver Round-Up;
- 4. Seward's Day, Last Monday in March;
- 5. Memorial Day, Last Monday in May;
- 6. Independence Day, July 4th;
- 7. Labor Day, First Monday in September;
- 8. Indigenous Peoples Day, Second Monday in October; (Res. No. 2016-23, 04/2016)
- 9. Veteran's Day, November 11;
- 10. Thanksgiving, Fourth Thursday in November;
- 11. Friday after Thanksgiving;
- 12. Christmas, December 25;
- 13. Birthday; to be taken within one week of birthday. (Res. No. 2012-11, 3/2012)

If a holiday falls on a Sunday, the following Monday shall be the legal holiday. If a holiday falls on a Saturday, the preceding Friday shall be a legal holiday. Employees who are on approved, paid leave shall be paid for holidays which occur during their leave. (Revised 4/2016)

The City shall observe all holidays so proclaimed by special proclamation of the President of the United States or the Governor of the State of Alaska which are observed by the State of Alaska

Personnel Regulations Suggested Changes

5.20. HOLIDAYS All employees in a regular full-time position shall be entitled to paid holidays as designated below. Holidays are paid on a prorated basis for regular part-time employees (except those whose wages are paid by grants that do not allow for such leave or benefits).

Holidays recognized by the City are:

- 1. New Year's Day, January 1;
- 2. Washington's Birthday, Third Monday in February;
- 3. Beaver Round-Up Day, Friday of Beaver Round-Up;
- 4. Seward's Day, Last Monday in March;
- 5. Memorial Day, Last Monday in May;
- 6. Juneteenth, June 19th; (Res. No. 2025-25, 06/2025)
- 7. Independence Day, July 4th;
- 8. Labor Day, First Monday in September;
- 9. Indigenous Peoples Day, Second Monday in October; (Res. No. 2016-23, 04/2016)
- 10. Veteran's Day, November 11;
- 11. Thanksgiving, Fourth Thursday in November;
- 12. Friday after Thanksgiving;
- 13. Christmas, December 25;
- 14. Birthday; to be taken within one week of birthday. (Res. No. 2012-11, 3/2012)

If a holiday falls on a Sunday, the following Monday shall be the legal holiday. If a holiday falls on a Saturday, the preceding Friday shall be a legal holiday. Employees who are on approved, paid leave shall be paid for holidays which occur during their leave. (Revised 4/2016)

The City shall observe all holidays so proclaimed by special proclamation of the President of the United States or the Governor of the State of Alaska which are observed by the State of Alaska

Section . Item 8.

Meeting Date: August 7

CITY OF DILLINGHAM, ALASKA RESOLUTION NO. 2025-28

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL DIRECTING THAT THE DISPOSITION OF CITY-OWNED PERSONAL PROPERTY BE CONDUCTED THROUGH THE ONLINE PUBLIC PURCHASE PLATFORM, AND DISCONTINUING THE USE OF THE MAYOR'S SALE

WHEREAS, Dillingham Municipal Code Chapter 4.36 governs the procedures for the disposition of City-owned property that is no longer needed for municipal purposes; and

WHEREAS, while the City has historically conducted an in-person "Mayor's Sale" to dispose of surplus stock and personal property, this process is not referenced or required under DMC 4.36, nor is it mandated by any current City policy; and

WHEREAS, the traditional Mayor's Sale required significant coordination and effort by multiple City departments, diverting staff from regular duties for two or more workdays to facilitate setup, inventory, sales, and cleanup—with often minimal financial return for the City; and

WHEREAS, the City now seeks to adopt a more efficient, cost-effective, and accessible method for the disposition of surplus and City-owned personal property by utilizing Public Purchase, an online government auction and surplus management platform; and

WHEREAS, Public Purchase offers a transparent and streamlined process that allows the City to dispose of items with the involvement of only one designated staff member on an as-needed basis, thereby reducing disruption to day-to-day operations and increasing administrative efficiency; and

WHEREAS, Public Purchase is a no-cost solution for the City of Dillingham, as the platform is funded through a buyer's premium—meaning buyers pay a small fee on top of their winning bid, allowing the City to retain the full proceeds of each sale without incurring service fees; and

WHEREAS, utilizing Public Purchase aligns with best practices for municipal asset management, increases access for potential buyers by expanding the reach of surplus sales beyond the immediate community, and ensures full compliance with applicable local and state regulations;

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council hereby discontinues the use of the informal "Mayor's Sale" and directs that, moving forward, the disposition of City-owned surplus stock and personal property be conducted through the Public Purchase platform in accordance with Dillingham Municipal Code Chapter 4.36 and other applicable regulations;

Meeting Date: August 7

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BE IT FURTHER RESOLVED that City staff shall implement the necessary administrative procedures to utilize Public Purchase effectively and ensure compliance with surplus disposition and public notice requirements.

PASSED and **ADOPTED** and **ENACTED** by the Dillingham City Council on August 7th, 2025.

ATTEST:	Alice Ruby, Mayor	
Abigail Flynn, Acting City Clerk	[SEAL]	

CITY OF DILLINGHAM, ALASKA RESOLUTION NO. 2025-29

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING CITY ADMINISTRATION TO NEGOTIATE A LEASE AGREEMENT WITH GCI COMMUNICATION CORP.

WHEREAS, the City of Dillingham is the owner of real property described as a parcel of land located within U.S. Survey 2732A, Section 20, Township 13 South, Range 55 West, Seward Meridian, State of Alaska; said property more particularly described as USS 2732A, Lot 3, Bldg. 17, Latitude 59.10092, Longitude-158.43093, which is located at 414 2nd Avenue West, Dillingham, Alaska 99576, containing .67 acres or 29,080 square feet, more or less, with all appurtenances including the Building containing approximately 1,500 rentable square feet, more or less ("Premises"); and

WHEREAS, the City of Dillingham and GCI entered into a lease agreement for the Premises on January 21, 2019; and

WHEREAS, this lease expired on December 31, 2024; and

WHEREAS, Dillingham Municipal Code 5.30.080 authorizes the disposal, including by lease, of city land to promote local trade or industry; and

WHEREAS, Dillingham Municipal Code § 5.30.100 provides, in part, that the terms and conditions of leases, easements and rights-of-way will be established by the city council for each disposal; and

WHEREAS, the City Administration has determined that this lease, like other current city leases, is no longer consistent with reasonable market values, which the City Administration seeks to bring current with reasonable market values; and

WHEREAS, a draft lease with key terms open is attached to this Resolution; and,

WHEREAS, the City Administration will utilize comparable properties and leases to negotiate an appropriate rate with GCI.

NOW, THEREFORE, BE IT RESOLVED the Dillingham City Council:

Section 1. Authority to Engage in Negotiations. The Council authorizes the Administration to negotiate a lease with GCI regarding renting the Premises described above, in substantially the same form as the attached draft lease, with substantially similar terms as the Council directed. The Administration will return to the Council for final approval of said lease by resolution.

Section 2. Effective Date. This resolution shall be effective immediately after its adoption.

PASSED and ADOPTED by the Dillingham	m City Council on August 7th, 2025.
ATTEST:	Alice Ruby, Mayor
	[SEAL]
Ahigail Flynn, Acting City Clerk	

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this ___day of _____, 2025, by and between, the City of Dillingham, whose address Is PO Box 889, Dillingham, Alaska, 99576 ("Lessor"), and GCI COMMUNICATION CORP., whose address is 2550 Denali Street, Suite 1000, Anchorage, AK 99503 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain property located in Dillingham, Alaska, which includes the land more fully described below and the building thereon, which together are hereinafter referred to as the "Premises"; and

WHEREAS, Lessor desires to lease the Premises to Lessee for use as a retail store and office providing wireless communications services and for the sale of retail and commercial products related thereto; and

WHEREAS, Lessee desires to lease the Premises from Lessor for operating a retail store and office providing wireless communications services and the sale of retail and commercial products related thereto.

NOW THEREFORE, in consideration of the Premises, the covenants made herein, and the acts to be performed by the parties hereto, the parties have agreed and by this lease do agree as follows:

I RECITALS

The recitals hereinabove set forth are incorporated herein by reference for all purposes.

II LEASED PROPERTY

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property:

A parcel of land located within U.S. Survey 2732A, Section 20, Township 13 South, Range 55 West, Seward Meridian, State of Alaska; said property more particularly described as USS 2732A, Lot 3, Bldg. 17, Latitude 59.10092, Longitude-158.43093, which is located at 414 2nd Avenue West, Dillingham, Alaska 99576.

Contains .67 acres or 29,080 square feet, more or less, with all appurtenances including the building containing approximately 1,500 rentable square feet, more or less.

III LEASE TERM

The first term of this Lease shall be for five (5) months beginning on August 1, 2025, and ending on December 31, 2025. The parties agree this lease shall be backdated and effective back to August 1, 2025.

The second term shall be for one (1) year beginning on January 1, 2026, and ending on December 31, 2026.

IV OPTION TO RENEW

Lessor agrees that Lessee has the option to extend this Lease four (4) additional terms for a

period of one (1) year per term at the end of the second Lease term on the same conditions as provided herein. The maximum lease duration is five years and five months. The Lessee shall automatically be renewed at the end of each term unless Lessee notifies Lessor at least 60 days in writing prior to the expiration of the then-current term that Lessee does not intend to renew the Lease.

V RENTAL PAYMENTS

For the first lease term (last five months of 2025) the monthly rental payment shall be Nine
Hundred Thirty Dollars (\$930) . For the second lease term (2026), the monthly rental payment shall b
If the option to renew is exercised, the rental payment shall increase each
year of the lease extension byper month (i.e., 2027/month; 2028-
/month; etc.). Monthly rent must be paid in advance of the first calendar day of each mon
without demand. Rent shall be prorated for any partial month.

VI SECURITY DEPOSIT

On the execution of this Lease, Lessee shall pay to Lessor as a security deposit the amount of Zero Dollars (\$0).

VII <u>USE OF PREMISES/QUIET ENJOYMENT</u>

The Premises shall be used by Lessee for the purpose of conducting and operating a retail store and office providing wireless communications services and for the sale of retail and commercial products related thereto. Lessee shall not use or permit the Premises or any part thereof to be used for any other purpose or in violation of any municipal, borough, state, federal, or other governmental law, ordinance, rule or regulation. No use will be made upon the Premises, or acts done which will Increase the existing rate of Insurance upon the property or cause cancellation of the Insurance policies covering the Premises.

VIII TAXES AND ASSESSMENTS

- (a) Lessor shall pay all taxes and assessments upon the Premises and upon the buildings and Improvements thereon, which are assessed during the Lease Term or any extension thereof.
- (b) Lessee shall pay all taxes on trade or other fixtures on the Premises, any license and excise fees or occupation taxes concerning any business conducted on the Premises, any sales tax which may become payable as a result of this Lease, and timely remit all sales taxes owed to the City of Dillingham. Failure to timely remit sales taxes owed to the City shall constitute a violation of this Lease.

UTILITIES AND SERVICES

- (a) Lessor shall at its expense furnish structural, building, and mechanical systems maintenance to the Premises.
- (b) Lessee shall at its expense furnish all utilities, including but not limited to heat and cooling, electricity, water, sewer, trash (option is allowed to share trash expense with the City of Dillingham as defined following in (d)) and snow removal, Janitorial, Interior maintenance and light bulbs.
- (c) Lessor shall not be liable for any loss or damage caused by or resulting from any violation, Interruption, or failure of such utility or services due to any cause whatsoever.

Section . Item 9.

(d) Lessee agrees to pay for a shared trash service with City of Dillingham in the amount of 50% of the actual invoiced cost. This will be invoiced separately from rent.

<u>X</u> INDEMNIFICATION OF LESSOR

Lessee shall Indemnify Lessor against all liabilities, expenses, and losses Incurred by Lessor as a result of:

- (a) failure by Lessee to perform any covenant required to be performed by Lessee hereunder;
- (b) any accident, Injury, or damage which may occur In or about the Premises or appurtenances, or on or under the adjoining streets, sidewalks, curbs, or vaults resulting from the condition, maintenance, or operation of the Premises, or from any act or omission of Lessee or Lessee's agents;
 - (c) failure to comply with any requirement of any governmental authority; and
- (d) any mechanic's liens or security agreement filed against the Premises, any equipment therein, or any materials used in the construction or alteration of any building or improvements thereon

XI INSURANCE

- (a) Lessee, during the Lease Term, shall carry, at its sole expense, plate glass, public liability, general liability, and property damage insurance covering the Premises insuring Lessor and Lessee with minimum liability limits of \$1,000,000.00 CLS.
- (b) All insurance policies required to be maintained by Lessee under subsection (a) above shall name Lessor (or Lessor's designee) and Lessee as the insured, as their respective interests appear. All such policies shall contain an agreement by the insurer(s) that such policies shall not be cancelled without at least ten (10) days' prior written notice to Lessor. Certificates or copies of all insurance policies shall be furnished to Lessor promptly after the issuance thereof.
- (c) Lessor shall not be liable to Lessee, its sub-lessee, or their respective agents, employees, licensees, and Invitees for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with a broad form extended coverage.
- (d) Lessor, at his/her expense will maintain property insurance covering the building and Improvements owned by the Lessor throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold Improvements or trade fixtures.

XII CASUALTY

In case of damage by fire or other casualty to the building in which the Premises are located, without the fault of Lessee, If the damage is so extensive as lo amount practically to the total destruction of the Premises or of such building, this Lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the Premises are damaged by fire or other casualty without the fault of Lessee, Lessor may repair the damage or terminate this Lease at Lessor's sole option, if the damage has rendered the Premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired.

XIII DEFAULT BY LESSEE AND REMEDIES

The following events shall be deemed to be events of default by Lessee under this Lease:

- (a) Lessee falls to pay any installments of rent, sales tax, or other obligation hereunder involving the payment of money and such failure shall continue for a period of ten (10) days after the due date.
- (b) Lessee fails to comply with any term, provision, or covenant of this lease, other than as described in subsection (a) above, and shall not cure such failure within fifteen (15) days after written notice thereof to Lessee.
- (c) Lessee or any guarantor of Lessee's obligations under this Lease becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment of this Lease for the benefit of creditors.
- (d) Lessee or any guarantor of Lessee's obligations under this Lease flies a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any stale thereof, or Lessee or any guarantor of Lessee's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Lessee or any guarantor of Lessee's obligations under this Lease.
- (e) A receiver or Trustee is appointed for the Premises or for all or substantially all of the assets of Lessee or of any guarantor of Lessee's obligations under this Lease.
- (f) Lessee deserts or vacates, or commences to desert or vacate, the Premises or any substantial portion of the Premises, or removes or attempts to remove without the prior written consent of Lessor all or a substantial portion of Lessee's goods, wares, equipment, fixtures, furniture, or other personal property.
 - (g) Lessee does or permits to be done anything which creates a lien upon the Premises.

Upon the occurrence of any such events of default, Lessor shall have the option to pursue either of the following alternative remedies:

(1) Without any notice or demand whatsoever, Lessor may take any action permissible at law to ensure performance by Lessee of Lessee's covenants and obligations under this Lease. In this regard, it is agreed that if Lessee deserts of vacates the Premises, Lessor may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Lessee the monthly rentals and other charges provided in this Lease, without any obligation to re-let: but that if Lessor does, at its sole discretion, elect to re-let the Premises, such action by Lessor shall not be deemed as an acceptance of Lessee's surrender of the Premises unless Lessor expressly notifies Lessee of such acceptance in writing. Lessee hereby acknowledges that Lessor shall be re-letting as Lessee's agent and Lessee hereby agrees to pay to Lessor on demand any deficiency that may arise between the monthly rentals and other charges provided in this Lease and that actually collected by Lessor. It is further agreed that in the event of any default described in this Section XIII, Lessor has the right to enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Lessee Is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

(2) Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore. Lessee hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Lessee agrees to pay to Lessor on demand the amount of ail loss and damage which Lessor may suffer by reason of any termination carried out pursuant to this subsection (2), including actual reasonable attorney's fees.

It is further agreed that Lessee shall compensate Lessor for all expenses incurred by Lessor in effecting such repossession (Including among other expenses, reasonable actual attorney's fees and any increase in insurance premiums caused by the vacancy of the Premises), all expenses incurred by Lessor in re-letting (including among other expenses, repairs, remodeling, replacements, advertisements, and brokerage fees), all concessions granted to a new tenant upon re-letting (Including among other concessions, renewal options) and all losses incurred by Lessor as a direct or Indirect result of Lessee's default.

XIV LESSOR MAY CURE DEFAULTS

In the event of any breach hereunder by Lessee, Lessor may, on reasonable notice to Lessee, cure such breach at the expense of Lessee. If Lessor, at any time, by reason of such breach, is compelled to pay or elects to pay any sums or money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting, prosecuting, an/or defending any action or proceeding to enforce Lessor's rights hereunder, or otherwise, the sum or sums paid by Lessor, with all interest, costs, and damages, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the month following the incurring of such respective expenses.

XV DEFAULT BY LESSOR

Lessor shall not be in default unless Lessor falls to perform its obligations under this Lease within thirty (30) days after written notice by Lessee, or if such failure is not reasonably capable of being cured within such thirty (30) day period, Lessor shall not be In default unless Lessor has failed to diligently pursue the cure to the extent possible.

XVI SUBORDINATION

Lessee accepts that this Lease is subject and subordinate to any mortgage, deed of trust or other lien presently existing upon the Premises and to any renewals and extensions thereof.

XVII LIENS AND ENCUMBRANCES

Lessee shall keep the Premises free and clear from any liens and encumbrances arising or growing out of the use and occupancy of the Premises by Lessee.

XVIII ADDITIONS. ALTERATIONS OR IMPROVEMENTS TO PREMISES

Lessee shall not make any structural alterations, additions, or improvements in or to the Premises without <u>first obtaining the express written consent of</u> Lessor. Any such alterations, additions or Improvements approved by Lessor shall be made at Lessee's expense, and Lessor may require, as a condition of approval, that Lessee agrees to return the Premises to its original condition before expiration

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of the term of this Lease. In addition, Lessor may require, as a condition for such approval, that Lessee deposit with Lessor sufficient security to protect Lessor from any and all liens for materials or labor supplied to the Premises and require Lessee to furnish proof prior to the commencement of any work on the Premises that the persons employed In connection with the work have Workmen's Compensation Insurance and liability insurance sufficient, in Lessor's sole and absolute discretion, to protect Lessor from any liability In connection with the making of such alterations, additions or improvements. Notice is hereby given that Lessor will not be responsible for payment for any labor or materials furnished to the Premises at Lessee's request, and no mechanic's or materialman's liens for such labor or materials shall attach to Lessor's interest in the Premises.

XIX MAINTENANCE OF PREMISES

Lessor shall, at his expense, maintain and keep in good repair the foundations, exterior walls, roof, and other structural portions of the Premises. Lessee shall, at its expense, maintain the interior of the Premises at all times in good condition and repair, and shall commit no waste of any kind in, on or about the Premises, nor create or suffer a nuisance to exist on the Premises. At the expiration of the term of this Lease, Lessee shall surrender the Premises to Lessor in good condition, normal wear and tear excepted. Lessee shall pay for any and all damage to the Premises, the building located on the Premises and its appurtenances, and the personal property of Lessor. If abnormal wear and tear, abuse or waste of the Premises is found during the term of this Lease, Lessee shall, upon demand by Lessor, immediately eliminate such abnormal wear and tear, abuse or waste and restore the Premises to its condition at the beginning of the Lease, normal wear and tear excepted. Lessee shall be responsible for repair and replacement of doors and windows located on the Premises for any cause except for causes attributable to Lessor. At the end of the leased period, Lessee shall leave the rental space clean, including the repair of any damages to the interior walls.

LESSEE'S OWNERSHIP OF TRADE FIXTURES. MACHINERY AND EQUIPMENT

It is expressly understood and agreed that any and all trade fixtures, machinery and equipment of whatsoever nature at any time constructed, placed or maintained upon any part of the Premises shall be and remain the property of Lessee or its tenants and may be removed or replaced at any time during the Lease Term, provided Lessee or its tenants repair any and all damage to the building or Improvements resulting from such removal or replacement.

XXI LESSEE'S RIGHT TO REMOVE IMPROVEMENTS AND LESSOR'S OWNERSHIP THEREOF

Neither Lessee nor its tenants shall have the right to remove any buildings or improvements constructed or placed upon the Premises without the <u>prior written consent</u> of Lessor, and, at the expiration of the Lease Term, all buildings and Improvements on the Premises shall become the property of Lessor without the payment of any compensation to Lessee or Its tenants. Lessee shall have the right to remove any and all of Its personal property and fixtures, including furniture not permanently attached to the Premises.

XXII ASSIGNMENT SUBLEASE

Neither Lessee nor Lessee's legal representatives or successors in interest, shall assign or mortgage this Lease, or sublet the whole or any part of the Premises, or permit the Premises or any part thereof to be used by others without the express written consent of Lessor. Any consent by Lessor to any act of assignment or subletting shall be held to apply only to the specific transaction thereby

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authorized and shall not relieve or release Lessee from Its obligations or duties to Lessor under this Lease: that is, the assignor Lessee continues to be liable hereunder. Such consent shall not be construed as a waiver of the duty of Lessee, or its legal representatives, or the assigns of Lessee, to obtain from Lessor consent to any other or subsequent assignment or subletting, or as modifying or limiting the rights of Lessor under the foregoing covenant by Lessee not to assign or sublease without such consent. Any violation of any provision of the Lease, whether by act or omission, by any assignee, subtenant or undertenant, or occupant shall be deemed a violation of such provision by Lessee, it being the intention and meaning of the parties hereto that Lessee shall assume and be liable to Lessor for any and all acts and omissions of any and all assignees, subtenants, undertenants, and occupants. If this Lease is assigned, Lessor may and is hereby empowered to collect rent from the assignee. If the premises or any part thereof be under-let or occupied by any person other than Lessee, Lessor, in the event of Lessee's default, may and is hereby empowered to collect rent from the undertenant or occupant. In either of such events, Lessor may apply the net amount received by it to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and under-letting, or the acceptance of the assignee, undertenant, or occupant as tenant, or a release of Lessee from the further performance of the covenants herein contained on the part of Lessee.

XXIII SIGNS

- (a) Lessee shall be entitled at its sole cost and expense, to place appropriate signage on the exterior walls of the premises, subject to Lessor's written approval. Approval will not be unreasonably withheld.
- (b) During the three (3) months prior to the expiration of the Lease Term, Lessor may place upon the Leased Land reasonably sized notices "To Rent" or "For Sale", which notices Lessee shall permit to remain without molestation.

XXIV NOTICE OF NON-RESPONSIBILITY

Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee on credit and no lien of any nature or type shall be attached to or affect the reversion or other estate of the Lessor in and to the premises herein let. At least twenty (20) days before commencing any work that Is or may be the subject of a lien for work or materials furnished to the Premises, Lessee shall notify Lessor in writing thereof, to allow Lessor, if Lessor desires, to post and record notices of non-responsibility or to take other steps the Lessor deems appropriate to protect Lessor's Interests. The provisions of this section do not eliminate the requirement for written consent(s) of Lessor.

XXV TIMELINESS REQUIRED

Time is of the essence in all actions required to be performed under this Lease.

XXVI "AS IS, WHERE IS"

Lessee leases the Premises "as Is" and "where Is" and assumes the responsibility and risks of all defects and conditions, including but not limited to environmental hazards occurring after the commencement date of the Lease. The Intent of the parties Is that Lessee has had already and shall continue to have a thorough opportunity to Inspect and study the Premises before signing this Lease, but that once the Lease is signed, Lessor shall have no further responsibility or liability to Lessee or any third party for any claims of any kind that may arise as to the Premises.

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 is brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefore, Including full, actual, reasonable attorney's fees. Any sums due from the Lessee under this lease shall accrue interest at 10.5% per annum from the date they are due until paid in full.

XXVIII NO WARRANTIES PROVIDED BY LESSOR

Neither Lessor, nor any of its officers, employees, agents, attorneys, or representatives have previously nor does under this agreement make any representations or warranties, and none of the persons or entities described above shall in any way be liable for or with respect to:

(1) the condition of the real property or the suitability of the real property for Lessee's intended use, or for *any* use whatsoever;

XXIX NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mall to the following respective addresses:

LESSOR:

City of Dillingham PO Box 889 Dillingham, Alaska 99576

With a courtesy copy to:

Munson, Cacciola & Severin, LLP 1029 West 3rd Ave., Suite 402 Anchorage, Alaska 99501

LESSEE:

GCI Communication Corp, 2550 Denali Street, Suite 1000 Anchorage, AK 99503 Attn: Corporate Properties

GCI Communication Corp. 2550 Denali Street, Suite 1000 Anchorage, AK 99503 Attn: Corporate Counsel

or to such other respective addresses as either Lessor or Lessee may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

XXX COMPLIANCE WITH LAWS

Lessee shall comply with all applicable laws, ordinances, and regulations of duly constituted public authorities then inforce in any manner affecting the Premises, 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 same. Lessee further agrees 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.

XXXI WAIVER

Neither the acceptance of rent nor any other act or omission of Lessor at any time or times after the happening of any event which would enable Lessor to cancel this Lease or declare Lessee's interest City GCI Lease

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hereunder forfeited, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of right to cancel or terminate this Lease at any time that cause for cancellation or termination may exist, or be construed so as to at any future lime estop Lessor from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease,

XXXII HOLDING OVER

In the event Lessee remains in possession of the Premises after expiration of this Lease and all renewal terms without a written Lease, Lessee shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Insofar as they may be applicable to such month-to-month tenancy.

XXXIII BENEFIT

Subject to the restrictions stated In Article XXII hereof, all the terms, conditions, covenants and agreement In this Lease shall extend to and be binding upon the Lessor, Lessee and their respective successors and assigns and upon any person, firm or corporation coming Into ownership or possession of any interest in the Premises by operation of law or otherwise, and shall be construed as covenants running with the land.

XXXIV DEFINITIONS

The words "Lessor", Lessors", and "Lessee", "Lessees" as used in this Lease shall include both the singular and plural, the masculine, the feminine and the neuter whenever appropriate and shall include any individual or person acting In a fiduciary capacity as an executor, administrator, and trustee or in any other representative capacity. The titles of paragraphs herein are for identification only and not to be considered to a part of this Lease nor to be restrictive in any manner of the provisions of any of the paragraphs of this Lease.

XXXV SEVERABILITY

If any provision of this Lease shall be found to be Invalid, the remainder hereof shall nevertheless be carried into effect.

XXXVI APPLICABLE LAW

This Lease is made under and shall be construed In accordance with the laws of the State of Alaska. Any legal proceedings arising out of this Lease shall be heard by the Court for the State of Alaska in the Third Judicial District at Anchorage.

Signed by Lessor on theday of	2025
Lessor: CITY OF DILLINGHAM	
Ву:	
Its:	
Signed by Lessee on theday of	2025
Lessee:	

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Ву:		
THIS IS TO CERTIFY that on this day o	of	, 2025 before
me, the undersigned Notary Public in and for the State	• • • • • • • • • • • • • • • • • • • •	
who is known to		
of the City of Dillingham, and the person who executed affirmed that he or she was authorized to do so.	the instrument on behalf of said of	organization, and
IN WITNESS HEREOF. I have hereunto s hereinabove written	et my hand and seal the day	and year first
	NOTARY PUBLIC	. State of Alaska
	My Commission Expires:	·
THIS IS TO CERTIFY that on this day of	f,	2025 before
me, the undersigned Notary Public in and for the State of	of Alaska, personally appeared	
who is known to i	me to be the	
of the Lessee, and the person who executed the instrum	ent on behalf of said organization	n, and affirmed
that he or she was authorized to do so.		
IN WITNESS HEREOF. I have hereunto s hereinabove written	et my hand and seal the day	and year first
	NOTARY PUBLIC My Commission Expires:	•

Committee	Date of Fall meetings	Place	Time
Port Advisory (Spring and Fall)	8/5/2025	City Hall	6:00 PM
	08/7/2025,		
	09/04/2025,		
Regular Council Meetings	10/02/2025	City Hall	7:00 PM
	00/12/2025		
Diaming Commission (avery second	08/13/2025,		
Planning Commission (every second	09/10/2025,	City Lloll	E+20 DM
Wednesday)	10/08/2025	City Hall	5:30 PM
0.1.5.	08/14/2025,		
Code Review Committee (Every	09/11/2025, (no		
Second Thursday except in October	October meeting due		
and July)	to election)	City Hall	5:30 PM
	08/18/2025,		
Finance and Budget (every 3rd	09/15/2025,		
Monday)	10/20/2025	City Hall	5:30 PM
School Facility (3rd Wednesday in	9/17/2025 (Alternate		
September, January and March, 2nd	day of Sept 24th at		2:15 PM/
Wednesday in June)	3PM proposed)	City Hall?	3:00 PM?
Potential Workshop : with Lobbyist	September?	City Hall	?
MOU - Quarterly	9/24/2025	City Hall	10:00 AM
Canvassing Committee	10/9/2025	City Hall	?
Special Council Meeting	10/16/2025	City Hall	5:30 PM
Friends of the Library	TBD in August	Library	TBD
	08/28/2025,		
Friends of the Landfill, Every last	09/25/2025,		
Thursday of the month	10/30/2025	City Hall	10:00 AM
Additional Workshop			
Additional Workshop			

Election Day: October 7, 8 AM to 8 PM

Moose Season: August 25-Sept 25

^{*} Dates and times subject to change based on the availability of the committee members. Please call 907-842 5212 to confirm meeting details closer to the dates or see the City Webpage.

OCTOBER 7, 2025, CITY REGULAR ELECTION SCHEDULE

City Election Type	Voter Registration Deadline to Vote in the Upcoming Election	Absentee Voting in Person	Absentee Voting by Mail	Absentee Voting by Personal Representative
Regular Election – October 7, 2025 (1 st Tuesday in October)	September 7, 2025; (30 days before the election)	September 22 through October 6; (on or after the 15 th day before an election up to and including the day before the election)	By September 27, (ten days before the election)	September 22 through October 7; (on or after the 15 th day before an election, up to and including the day of the election)
Filing Period for Declaration of Candidacy	8 AM, August 12 - 5 PM, Sept. 2, 2025 (2 nd Tuesday in August to 1 st Tuesday in September)			
Filing Period for Write-in Candidate (missed the candidate filing period)	8 AM, September 3 - 1 PM, October 6, 2021 (1st bus. day following last to declare candidacy through 1 pm day before the election)			

Following the Election:

October 9 (1 st Thursday following the election)	Board of Election canvassing committee will meet and canvass all absentee and questioned ballots executed in the election.
October 16 (2 nd Thursday following the election)	The City Council shall meet in public session to certify the election or order a recount or investigation of the election. If the election is certified, a "certificate of election" will be delivered to each
1 week after the contest is determined	person elected to office. Council shall meet at a special meeting and publicly declare the election
	results.

ELECTIONS/Forms/Election Calendar 2025



CITY ELECTION OCTOBER 7, 2025

NOTICE OF ELECTED OFFICES TO BE FILLED

If you are interested in being a candidate for the upcoming City Election, October 7, 2025, visit the City Clerk's office at City Hall. You can file for candidacy during regular work hours, Monday – Friday, 8 a.m. – 5 p.m.

Candidate filing begins August 12, 2025, and ends September 2, 2025

Seats open for candidacy are:

Council Seat A, three year term Council Seat B, three year term School Board Seat A, three year term

Candidate Qualifications

- Be a registered qualified voter of the City of Dillingham;
- Be a resident of the City for one year immediately prior to the election;
- Must file a Declaration of Candidacy Form with the City Clerk's Office.

A person may vote in city elections only if they are registered to vote in state elections at a residence address within the municipality at least thirty calendar days before the city election in which the person seeks to vote, and not be disqualified under Article V of the State Constitution.

For more information contact the City Clerk's office at (907) 842-5212 or cityclerk@dillinghamak.us.