



SUBJECT: AUTHORIZING THE BOROUGH MANAGER TO ENTER INTO CONTRACT ADDENDUM NO. 22 WITH GLACIER VIEW TRANSPORTATION FOR AMBULANCE STORAGE FOR THE PERIOD OF JULY 1, 2020 TO JUNE 30, 2021 FOR AN AMOUNT OF \$3,600.



AGENDA OF: June 16, 2020

ASSEMBLY ACTION:

Approved under The Consent
Agenda 6-16-20 

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY GEORGE HAYS, ACTING BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator - DES	Casey Laughlin <small>Digitally signed by Casey Laughlin Date: 2020.06.03 11:42:44 -0800</small>	
	Emergency Services Director	Ken Barkley <small>Digitally signed by Ken Barkley Date: 2020.06.03 11:44:48 -0800</small>	
	Purchasing Officer	Rustin Krafft <small>Digitally signed by Rustin Krafft Date: 2020.06.03 11:55:04 -0800</small>	
	Finance Director	Cheyenne Heindel <small>Digitally signed by Cheyenne Heindel Date: 2020.06.03 14:08:44 -0800</small>	
	Borough Attorney	NS	
	Borough Clerk		

ATTACHMENT(S): Fiscal Note: Yes X No _____
Glacier View Transportation Lease (4 pp)
Addendum No. 22 (2 pp)

SUMMARY STATEMENT:

Glacier View Transportation has been providing ambulance storage space for the Glacier View vicinity since the contract inception of July 1, 1998. It is necessary to continue extending this lease so the Department of Emergency retains the ambulance storage space needed by the EMS division in the Glacier View area.

RECOMMENDATION OF ADMINISTRATION:

Authorize the Borough Manager to enter into contract Addendum No.

22 with Glacier View Transportation for ambulance storage for the period of July 1, 2020 to June 30, 2021 for an amount of \$3,600.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: June 16, 2020

SUBJECT: Authorizing the Borough Manager to enter into contract Addendum No. 22 with Glacier View Transportation for ambulance storage for the period of July 1, 2020 to June 30, 2021 for an amount of \$3,600. +

ORIGINATOR: Ken Barkley

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT Yes
AMOUNT REQUESTED \$3,600	FUNDING SOURCE Emergency Svcs
FROM ACCOUNT #100.160.000.4XX.XXX	PROJECT #
TO ACCOUNT :	PROJECT #
VERIFIED BY: Liesel Weiland <small>Digitally signed by Liesel Weiland Date: 2020.06.03 13:10:17 -08'00'</small>	CERTIFIED BY:
DATE: 6/3/2020	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual		3.6				
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING		3.6				

CAPITAL						
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund		3.6				
State/Federal Funds						
Other						
TOTAL		3.6				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____
 DEPARTMENT: _____ DATE: _____
 APPROVED BY: Cheyenne Heindel Digitally signed by Cheyenne
Heindel
Date: 2020.06.03 14:09:00 -08'00' DATE: _____

AM NO. 20-049

ADDENDUM NO. 22
to the
LEASE AGREEMENT
between
MATANUSKA-SUSITNA BOROUGH
and
GLACIER VIEW TRANSPORTATION

THIS ADDENDUM NO. 22 hereby amends the lease agreement between GLACIER VIEW TRANSPORTATION, INC. ("Lessor") and the MATANUSKA-SUSITNA BOROUGH ("Lessee") dated July 1, 1998, as follows:

PREMISES AND TERM.

Lessor does hereby lease, demise and let unto Lessee, and Lessee does hereby hire and take from Lessor those premises (hereinafter called the "demised premises"), consisting of approximately 576 square feet of net garage space, situated Lot I-3, Lee Subdivision, to be used for a garage for ambulance parking for the term commencing on July 1, 2020 and ending on June 30, 2021 at a rent of THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600) per year, payable in full no later than July 15th, 2020.

Except as herein amended, all other terms, conditions and specifications remain the same.

GLACIER VIEW TRANSPORTATION, INC.

Lee M. Althens
LEE M. ALTHENS, OWNER

5-18-20
DATE

STATE OF ALASKA)
) ss
Third Judicial District)
Matanuska-Susitna Borough)

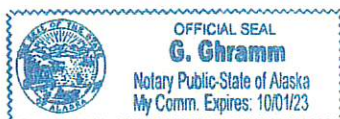
On May 18th, 2020, Lee Althens personally appeared before me,

_____ who is personally known to me

☒ whose identity I proved on the basis of State I.D.

_____ whose identity I proved on the oath/affirmation of _____,
a credible witness

to be the signer of the above document, and he acknowledged that he signed it.



G. Chramm
NOTARY PUBLIC
My commission expires: 10-01-23

MATANUSKA-SUSITNA BOROUGH

BOROUGH MANAGER

DATE

STATE OF ALASKA)
) ss
Third Judicial District)
Matanuska-Susitna Borough)

On _____, 2020, _____ personally appeared before me,

_____ who is personally known to me

_____ whose identity I proved on the basis of _____

_____ whose identity I proved on the oath/affirmation of _____,
a credible witness

to be the signer of the above document, and he acknowledged that he signed it.

NOTARY PUBLIC

My commission expires: _____

LEASE AGREEMENT
between
MATANUSKA-SUSITNA BOROUGH
and
GLACIER VIEW TRANSPORTATION, INC.

THIS LEASE made and entered into this 1st day of July, 1998 by and between GLACIER VIEW TRANSPORTATION, INC. (hereinafter called the "lessor"), and the MATANUSKA-SUSITNA BOROUGH, a municipal corporation organized under the laws of the State of Alaska, (hereinafter referred to as the "Lessee").

WITNESSETH:

PREMISES AND TERM. Lessor does hereby lease, demise and let unto Lessee, and Lessee does hereby hire and take from Lessor those premises (hereinafter called the "demised premises"), consisting of approximately 576 square feet of net garage space, situated Lot I-3, Lee Subdivision, to be used for a garage for ambulance parking for the term commencing on **July 1, 1998** and ending on **June 30, 1999** at a rent of TWO HUNDRED and no/100 DOLLARS (\$200) per month for nine months, with the lessor not charging for three months. Payable in advance on or before the first day of each and every calendar month beginning with July 1, 1998 and ending March 31, 1999, during the terms hereof.

The parties hereto do hereby covenant and agree as follows:

1. RENT. Lessee will send the rent herein to the mailing address of the Lessor at HC03, Box 8393, Palmer, Alaska 99645, or at such other place as Lessor may from time to time designate in writing.

2. MAINTENANCE AND REPAIRS. If the demised premises, or the buildings which the demised premises form a part, shall be destroyed or damaged by fire, earthquake or other cause to such an extent that the demised premises cannot be restored to tenantable condition within ninety (90) days from the date of such destruction or damage, then either party hereto may terminate this lease as of the date of such destruction or damage by written notice given to the other party not later than sixty (60) days subsequent to the date of such destruction or damage. Lessor specifically agrees to furnish major maintenance to the demised premises which includes, but is not limited to: maintaining parking area, driveway, maintaining mechanical and electrical systems.

3. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease without the prior written consent of Lessor, such consent not to be unreasonably withheld by the Lessor.

4. SERVICES AND UTILITIES. Lessor, at its own expense, shall provide for the demised premises all services and utilities, including but not limited to electricity, power, heat, water, and the driveway will be maintained and kept clear of snow at all times to permit easy ingress and egress to the Glenn Highway. Lessor will maintain, at all times, a temperature at not less than 45 degrees.

5. DEFAULT BY LESSEE. Should Lessee default in the payment of any rent or other monies provided hereunder to be paid by Lessee, as and when the same become due, or should Lessee violate any other covenants of this lease, Lessor at their option may, after thirty (30) days written notice to Lessee of any such default in payment of rent or other monies or of any such violation of any other covenant by Lessee, if such default or other violation shall not have been corrected or cured during such period and Lessee shall not be actively engaged in correcting or curing the same, terminate and cancel this lease by further written notice to Lessee. However, with respect to any breach relating to the payment of money the accrual of which Lessee in good faith disputes, Lessor (if Lessee Pays the undisputed portion thereof) shall have no right to declare such a termination or cancellation until the existence of such alleged breach has been finally judicially determined and Lessee has not within thirty (30) days after such final judicial determination complied therewith.

6. TERMINATION FOR CONVENIENCE. Lessee may terminate this lease at any time by giving written notice to the Lessor of such termination and specifying the effective date of such termination.

7. QUIET POSSESSION. Lessee, upon paying the rent and observing the covenants of this lease, shall and may lawfully and quietly hold and enjoy the demised premises during the term hereof without hindrance or interruption.

8. DEFAULT BY LESSOR. Should Lessor default in the performance of the obligations of any covenants of this lease and fail to fully remedy such default within thirty (30) days after written notice by Lessee, then lessee may terminate this lease by written notice to Lessor. All rental hereunder shall abate during the period of any such default. Upon termination of this lease, Lessor shall refund to lessee any unearned advance rental paid by Lessee.

9. SURRENDER OF PREMISES. At any termination of this lease. Lessee shall surrender the premises to Lessor in substantially as good order and condition as upon the date of commencement of this lease, subject to ordinary wear and tear, to any damage or destruction by any cause other than Lessee's negligence or by fire or explosion whether or not caused by Lessee's negligence, and to any maintenance, repairs or replacements which Lessor is obligated to perform hereunder.

10. HOLDING OVER. Should Lessee continue to hold possession of the demised premises after the expiration of the term of the lease or any renewal thereof, Lessee shall become a tenant from month to month at the monthly rental and upon the other terms and conditions herein contained.

11. NOTICES. Notices hereunder shall be given only by certified or registered letter and shall be deemed given when the letter is deposited in the mail or the telegram filed with the telegraph company, postage or charges prepaid, and addressed to the party for whom intended at such party's address first herein provided, or at such other address as the party may have substituted therefore by proper notice to the other.

12. MODIFICATION OF LEASE. The terms, covenants and conditions hereof may not be changed orally, but only by an agreement in writing signed by both parties.

13. NON-WAIVER. The failure of the Lessee at any time to enforce a provision of this contract shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the Lessee thereafter to enforce each and every protection hereof.

14. SUCCESSORS AND ASSIGNS. The terms and provisions of this lease shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, successors and assigns.

15. PARAGRAPH HEADING. The paragraph headings herein contained are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease or in any way affect the terms and provisions hereof.

16. TAXES. Lessor shall pay all taxes, fire and casualty insurance, and land lease rental on the demised premises excepting taxes and insurance on Lessee's property on the premises.

17. COVENANT OF INDEMNITY.

A. The Lessor shall defend and indemnify the Lessee against any death, damage, expense, loss or liability paid, suffered or incurred as the result of any breach of the Lessor, Lessor's agents, servants, employees, visitors, or licensees, of any covenant or condition of this lease, or as the result of Lessor's ownership, use or occupancy of the demised premises; or the carelessness, negligence or improper conduct of the Lessor, Lessor's agents, servants, employees, visitors or licensees.

B. The Lessee's liability under this lease extends to the acts and omissions of the Lessee and his agent, servant, employee, licensee or invitees of Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have respectively executed this agreement as of the day and year first above written.

LESSOR:

GLACIER VIEW TRANSPORTATION, INC.

Lee M. Althens

LEE M. ALTHENS, OWNER

LESSEE:

MATANUSKA-SUSITNA BOROUGH

Michael J. Scott

MICHAEL J. SCOTT, MANAGER

Date:

6-24-98

Date:

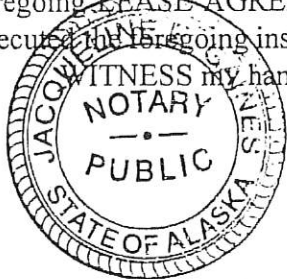
June 30, 1998

STATE OF ALASKA)

)ss

Third Judicial District)

THIS IS TO CERTIFY that on this 24 day of June, 1998, before me, the undersigned, a notary public in and for the state of Alaska, personally appeared LEE M. ALTHENS known to me to be the owner of GLACIER VIEW TRANSPORTATION, INC., lessor in the foregoing LEASE AGREEMENT, and he acknowledged to me that he had, in his official capacity, executed the foregoing instrument as his free act and deed for the uses and purposes therein stated.



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

Reginald E. Jones
NOTARY PUBLIC in and for the
state of Alaska.

My commission expires: 2-5-2001

STATE OF ALASKA)

)ss

Third Judicial District)

THIS IS TO CERTIFY that on this 30 day of June, 1998, before me, the undersigned, a notary public in and for the state of Alaska, personally appeared MICHAEL J. SCOTT known to me to be the MANAGER of the MATANUSKA-SUSITNA BOROUGH, the organization named in the foregoing instrument, and he acknowledged to me that he had, in his official capacity, executed the foregoing LEASE AGREEMENT as the free act and deed of the said organization for the uses and purposes therein stated.

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

Kathleen R. Johns
NOTARY PUBLIC in and for the
state of Alaska.

My commission expires: 7/6/2000