



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

Regular City Council Meeting

Tuesday, July 26, 2016

6:30 P.M.

Council Chambers; Bethel, Alaska



City Council Meeting Agenda Regularly Scheduled Meeting July 26, 2016 – 6:30 pm City Hall 300 State Highway, Bethel, AK City of Bethel Council Chambers

Rick Robb
Mayor
Term Expires 2017
543-1879
rrobb@cityofbethel.net

Byron Maczynski
Vice-Mayor
Term Expires 2016
545-8010
bmaczynski@cityofbethel.net

Leif Albertson
Council Member
Term Expires 2017
543-2819
lalbertson@cityofbethel.net

Zach Fansler
Council Member
Term Expires 2016
545-4503
zfansler@cityofbethel.net

Nikki C. Hoffman
Council Member
Term Expires 2017
543-2608
nhoffman@cityofbethel.net

Alisha Welch
Council Member
Term Expires 2017
545-6026
arwelch@cityofbethel.net

Mary Weiss
Council Member
Term Expires 2016
545-3211
mweiss@cityofbethel.net

Ann Capela
City Manager
543-2047
acapela@cityofbethel.net

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

Patty Burley
City Attorney

Mary Sattler
Lobbyist

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
 - a) *7-12-2016 Regular Meeting Minutes P4
- VII. REPORTS OF STANDING COMMITTEE**
 - a) Public Safety and Transportation Commission
 - b) Port Commission
 - c) Planning Commission
 - d) Parks, Recreation, Aquatic Health And Safety Center Committee
 - e) Finance Committee
 - f) Energy Committee
 - g) Public Works Committee
 - h) Marijuana Advisory Committee
 - i) Non Standing Committee Reports
- VIII. SPECIAL ORDERS OF BUSINESS**
 - a) US Army Corps Of Engineers, Regulatory Division (City Manager Capela)
- IX. UNFINISHED BUSINESS**
 - a) Public Hearing Of Ordinance 16-20: Amending Bethel Municipal Code 4.16.040 Sales And Use Tax, Exemptions (Council Member Fansler) P17
- X. NEW BUSINESS**
 - a) Baba's Pizza & Sub, Restaurant, Eating Place Liquor License Application Review (Mayor Robb) P25
 - b) Snack Shack, Restaurant, Eating Place Liquor License Application Review (Mayor Robb) P46
 - c) *AM 16-48: Marijuana Advisory Committee Application For Joseph Morris (Mayor Robb) P65
 - d) AM 16-49: Bethel Landfill Salvaging Policy (City Manager Capela) P70
 - e) AM 16-50: Request To Amend DOWL Engineering Agreement For Institutional Corridor Project (City Manager Capela) P94
 - f) *Personal Leave Request For City Manager, August 15-16, 18 & 19, 2016 (Mayor Robb)
- XI. MAYOR'S REPORT**
- XII. MANAGER'S REPORTS**
- XIII. CLERK'S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**
- XV. ADJOURNMENT**

Agenda posted on July 20, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council. Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing August 9, 2016**)

Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on July 12, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

Mayor Richard Robb called the meeting to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski	<input checked="" type="checkbox"/> Council Member Alisha Welch
<input checked="" type="checkbox"/> Council Member Leif Albertson	
<input checked="" type="checkbox"/> Council Member Zach Fansler	
Members Absent:	
<input checked="" type="checkbox"/> Council Member Mary Weiss	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> City Manager Ann Capela	<input type="checkbox"/> Assistant To City Clerk Adriane Welch

IV. PEOPLE TO BE HEARD

Michelle Dewitt – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Many Nanuwak – The Marijuana Advisory Committee met and had concerns with some of the definitions listed in the updated ordinance. Suggested that during the City’s Regular Election there needs to be good translators at the polling locations.

Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Questioned the legality of City Council Member selling marijuana under a State license, would it be considered a conflict of interest.

Mark, Foraker Group Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Lisa Wimmer, Representative of the Yukon Kuskokwim Health Corporation (YKHC) – Spoke in favor of the amendments provided to Ordinance 16-20 and stated if sales tax exemptions were not provided to YKHC, the effects would be devastating for the region.

Eddie Barber, Representative of Bethel Friends of Canines – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Shane Iverson, KYUK Broadcasting Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Matt Keller, AVCP Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Rayne Athanas, Bethel Council on the Arts Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

La Tesia Guinn, Bethel Family Clinic Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Elizabeth Roll, Tundra Women’s Coalition Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Annie May Lee, Tundra Women’s Coalition Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Amber Jones, Tundra Women’s Coalition Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Council Member Albertson departed the meeting at 7:16 p.m.

Pauline Bialy, Tundra Women’s Coalition Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Buck Bukowski Veterans of Foreign Wars Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Lorin Bradbury President of the Bethel Conference of Churches – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Support putting on the ballot the option of local option for legalizes sales of marijuana.

Stated opposition to the recent change in access to the City’s dump.

David Trantham Jr. Alaska Territorial Memorial Guard Park Representative – The park was established to remember the many men and women organized to protect this State and the Nation during WWII. On July 18, there will be a meeting held with the Director of Military and Veterans Affairs and Deputy Director of Military and Veterans Affairs at the park; final inspection. They will also be in Bethel with discharge papers to ensure veterans have the proper documentation.

Fritz Charles Bethel Search and Rescue Representative – Spoke in favor of the amendments provided to Ordinance 16-20 and stated the exemption to be applied to all non-profits.

Main Motion: Take a five minute break.

Moved by:	Hoffman
Seconded by:	Maczynski
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Fansler

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by: Hoffman
Seconded by: Welch
Action: Motion carries by a vote of 5-0
In favor: Robb Maczynski Fansler Hoffman Welch
Opposed: -0

Main Motion: Amend the Agenda to move Council Member Comments to fall before Unfinished Business.

Moved by: Maczynski
Seconded by: Fansler
Action: Motion does not carry by a vote of 3-2
In favor: Robb Maczynski Fansler
Opposed: Hoffman Welch

Main Motion: Remove Resolution 16-24 from the Consent Agenda.

Moved by: Robb

Main Motion: Remove Introduction of Ordinance 16-20 from the Consent Agenda and move it to all before Unfinished Business.

Moved by: Fansler
Seconded by: Welch
Action: Motion carries by a vote of 5-0
In favor: Robb Maczynski Fansler Hoffman Welch
Opposed: -0

VI. APPROVAL OF THE MEETING MINUTES

Item A – Regular City Council Meeting June 28, 2016
Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission
Non one available to provide a report.

Port Commission
*Council Representative, Alisha Welch –
Report.*

Planning Commission
*Council Representative, Nikki Hoffman –
Report.*

Parks and Recreation Committee

Council Representative, Richard Robb –

4th of July event was a great success thanks to the Committee.

The Committee has also been working hard at improving the local boardwalks, such as the Pinky’s

Finance Committee

No one available to provide a report.

Energy Committee

Council Representative, Zach Fansler –

A meeting has not been held since the last City Council meeting.

Public Works Committee

Council Representative, Byron Maczynski –

A meeting has not been held since the last City Council meeting.

Marijuana Advisory Committee

Council Representative, Zach Fansler –

A new chair and vice chair was elected. Also discussed the Marijuana Local Option Ballot.

NEW BUSINESS

Item B – Introduction Of Ordinance 16-20: Amending Bethel Municipal Code 4.16.040 Sales And Use Tax, Exemptions.

Main Motion: Introduce Ordinance 16-20.

Moved by:	Fansler
Seconded by:	Hoffman
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

Council Member Fansler pointed out to the Council that he works for the University of Alaska as well as KYUK Radio, non-profit organizations.

Primary

Amendment: Amend to insert after 501 (c) 3, “(4) and (19).”

Moved by:	Fansler
Seconded by:	Maczynski
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb

Subsidiary Motion: Direct administration to not enforce the changes in the sales tax collection slated to go into effect August 1.

Moved by: Hoffman
Seconded by: Maczynski
Action: Motion does not carry by a vote of 2-3
In favor: Maczynski Hoffman
Opposed: Welch Fansler Robb

Main Motion: Amend to strike July 1, 2016 and insert "upon passage by the Bethel City Council."

Moved by: Fansler
Seconded by: Welch
Action: Motion carries by a vote of 5-0
In favor: Robb Maczynski Fansler Hoffman Welch
Opposed: -0

Insert Section 4.16.050 Exemption Certificates-Applications Chapter under 4.16.040, to include Subsection E "An exemption certificate or a renewal or replacement of an exemption certificate for a non-profit organization under BMC 4.16.040(W) may be issued only upon:

1. Submission of a complete application to the finance director;
2. Proof that the claimant is a 501(c)(3) (4) (19) organization;
3. Submission of the previous year's federal tax filing (if applicable);
4. Payment of the certificate fee of One Thousand (\$1,000) Dollars

A certificate issued under this subsection shall be numbered, identify the organization, be signed by the finance director, and shall expire within one (1) year following the issuance of the certificate. The expiration date shall be prominently displayed on the certificate. No more than three (3) certificates may be issued to any non-profit organization."

Primary Amendment:

Moved by: Maczynski
Seconded by: Fansler
Action: Motion carries by a vote of 5-0
In favor: Robb Maczynski Fansler Hoffman Welch
Opposed: -0

Secondary Amendment: Amend Subsection E. of 4.16.040 to strike E. 4. Payment of the certificate fee of One Thousand (\$1,000) Dollars.

Moved by: Fansler
Seconded by: Welch
Action: Motion carries by a vote of 5-0
In favor: Robb Maczynski Fansler Hoffman Welch
Opposed: -0

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

Item A – Resolution 16-24: Protest Regarding The New Restaurant/Eating Place Liquor License #5491 For Dimitri’s Restaurant, Located At 281 4h Avenue, Bethel, AK, Owned By Maro Kargas.

- 1) Dimitri’s Restaurant Opportunity To Defend Per ACC304.145.
A representative of Dimitri’s Restaurant is not present.

Main Motion: Approve Resolution 16-24.

Moved by:	Maczynski
Seconded by:	Fansler
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

Amend the to insert “Whereas, the City Council under the authority of Bethel Municipal Code 5.08.030 Subsections 7, Dimitri’s does not have adequate parking at the facility, Subsection 9, Dimitri’s is not in compliance with state and local fire, health and safety Codes, Subsection 12, with the proximity to a school 160 feet from the property line of the Lower Kuskokwim School District property, the location detrimentally impacts children due to the exposure to alcohol activities and public safety issues with people departing the area after consuming alcoholic beverages.”

Primary Amendment:

Moved by:	Maczynski
Seconded by:	Fansler
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

Item B – Introduction Of Ordinance 16-20: Amending Bethel Municipal Code 4.16.040 Sales And Use Tax, Exemptions.

Agenda amended, move to before Unfinished Business.

Item C – Introduction Of Ordinance 16-21: Submitting To The Qualified Voters Of The City Of Bethel, Alaska, At The City Of Bethel Regular Election, October 4, 2016 Ballot Proposition One Local Options On Marijuana.

Main Motion: Introduce Ordinance 16-21.

Moved by: Fansler
Seconded by: Welch
Action: Motion does not carry by a vote of 2-3
In favor: Fansler Welch
Opposed: Robb Maczynski Hoffman

Item D – AM 16-47: Directing Administration To Issue A Purchase Order For The Purchase Of The Equipment With A Joint Purchase Authorized Under Bethel Municipal Code 4.20.210.

Main Motion: Approve AM 16-47.

Moved by: Welch
Seconded by: Hoffman
Action: Motion carries by a vote of 5-0
In favor: Robb Maczynski Fansler Hoffman Welch
Opposed: -0

Main Motion: Suspend the rules to hear from the Port Director.

Moved by: Hoffman
Seconded by: Welch
Action: Motion carries by a vote of 5-0
In favor: Robb Maczynski Fansler Hoffman Welch
Opposed: -0

Item E – Update On Wetlands Permit Process.

X. MAYOR’S REPORT

XI. MANA GER’S REPORT

XII. CLERK’S REPORT

XIII. COUNCIL MEMBER COMMENTS

Mayor Richard Robb –
Happy birthday to his son, Richard Robb.
Thankful for the opportunities to subsist this year; hoping for a good silver season.

Vice-Mayor Byron Maczynski –
Announced his intent to rerun for City Council in October,
When politicians get into office and run unattested, the connection with the
community is sometime lost. Provided support to Zach Fansler in his run for State

House. Look forward to establishing a better connection to our region and our State Government, he has my full endorsement.

Council Member Zach Fansler –
Thanked Vice-Mayor Maczynski for the kind words.
Thanked the people who came out to speak to the Council tonight.
Thanked the City for their hard work in putting together the 4th of July event.

Council Member Nikki Hoffman –
No comment.

Council Member Alisha Welch –
No comment.

XIV. ADJOURNMENT

Main Motion: Adjourn.

Moved by:	Maczynski
Seconded by:	Welch
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	–0

Council adjourned at 9:01 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel, Alaska

Public Safety & Transportation Commission

July 5, 2016

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on July 5, 2016 in the City Hall Council Chambers.

This meeting was called to order at 7:17pm

II. ROLL CALL

Present: Joan Dewey *Chair*
Eileen Henrikson *Vice Chair*
Julene Webber
John Sargent

Excused Absent: Naim Shabani
Daniel Macynski
Mary Weiss
Andre Achee *Chief of Police*

Ex-Officio Present: Daron Solesbee *Fire Captain*, in lieu of Fire Chief Bill Howell
Christina Him *Recorder and Transportation Inspector Designee*

A quorum was not established of the Commission.

III. ADJOURNMENT

Meeting adjourned at 7:18pm.

APPROVED THIS _____ DAY OF _____, 2016.

Christina Him, Recorder

Joan Dewey, Chair

Special Order of Business

Unfinished Business

CITY OF BETHEL, ALASKA

Ordinance #16-20

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 4.16.040 SALES AND USE TAX, EXEMPTIONS, and 4.16.050 EXEMPTION CERTIFICATES-APPLICATIONS

NOW, THEREFORE BE IT ENACTED by the Bethel City Council:

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendment.

Section 4.16.040 and 4.16.050 of the Bethel Municipal Code is amended (new language is underlined and old language is stricken):

4.16.040 Exemptions.

The following sales are exempt from the tax levied under this chapter only in accordance with the limitations provided for in this section:

- A. Casual and isolated sales, services or rentals by a seller who does not regularly engage in the business of selling such goods, services or rentals are only exempt if such sales, services or rentals do not occur for more than five (5) days in a calendar year, and are not made through a dealer, broker, agent or consignee. A casual and isolated rental of real property by a seller who does not regularly engage in the business of renting real property is not exempt except as provided in subsection C of this section. A casual and isolated sale of real property by a seller who does not regularly engage in the business of selling real property is not exempt except as provided in subsection X of this section;
- B. Sales and rentals of goods and the sale or performance of services resulting from orders received from outside the city by mail, telephone or other public modes of communication if delivery of the goods ordered or rented is made outside the city by mail or common carrier, or if the performance of the services ordered occurs outside the city. The portion of the services ordered from outside the city that are performed inside the city are not covered under this exemption, and shall be fully taxable;
- C. Except as provided in this subsection, that portion of the selling price of a single-sale unit in excess of ten thousand dollars (\$10,000) and that part of a periodic rental price of all types of property in excess of ten thousand dollars (\$10,000) are exempt. A periodic rental price is the amount owed on a monthly or more

frequent period. Rentals with a payment period exceeding one (1) month are commuted for sales tax purposes as though payment were to be made on a monthly basis.

That portion of the selling price of an all-terrain vehicle (ATV), snow machine, boat, or boat motor in excess of three thousand five hundred dollars (\$3,500) is exempt regardless of whether or not such items are purchased simultaneously, or are invoiced or otherwise billed on the same billing document.

That portion of the periodic rental price of single sale unit of real property in excess of fifty thousand dollars (\$50,000) is exempt;

- D. Dues paid to clubs and other organizations solely for the privilege of membership;
- E. A sale of goods made to a person in a foreign country for shipment out of the United States except where the goods or products sold are exported in bond for reentry into the United States;
- F. A sale the city is prohibited from taxing under the Constitution and laws of the United States or the Constitution and the laws of the state of Alaska is exempt. A sale made directly to the state, its political subdivisions, or the U.S. government is exempt. A sale to a federal, state or city contractor is not exempt even if the government pays directly for the purchase;
- G. A sale to an employee of the state, its political subdivisions, or the federal government is only exempt when the government employee provides proof that the sale is for government business by paying for the sale with a government voucher, purchase order, check, or warrant, or providing other verifiable documentation to the seller to allow the seller to readily determine that the sale is for government business;
- H. Freight and wharfage charges, whether arising out of foreign, interstate or intrastate commerce are exempt. Warehouse and storage services are not exempt. Transportation of goods, equipment, or other property from one (1) point to another within the city limits by commercial movers is not exempt;
- I. The sale of insurance policies, guaranty bonds and fidelity bonds;
- J. The lending of money and interest charged for loans, and other services provided by banks, savings and loans institutions, credit unions, and investment banks are exempt, except for ATM charges, safety deposit box charges, and cashiers and traveler check charges;
- K. The sale of food and beverages to students and staff in primary or secondary schools or college cafeterias or lunchrooms that are operated by the school primarily for teachers and students are exempt as long as such sales are made during regular school hours and such sales are not sold for profit. The sale of food and beverages to patients and staff as part of the services provided by local, state, federal government agencies, hospitals and nonprofit organizations

licensed to provide patient services by the state of Alaska are exempt as long as such sales are made during regular operating hours of the government agency, hospital, or nonprofit organization, and are not sold for profit;

- L. The sale of goods to a wholesaler, retailer or other purchaser will only be exempt if such purchaser resells the same goods, in the same or altered form, and the resold goods will not be exempt from the tax levied under this chapter. In order to obtain the exemption provided for in this subsection, the purchaser shall display or provide to the seller at the time of the sale a copy of the purchaser's current Bethel business license. The Bethel business license must be for the class of activities involving the resale of the type of goods for which the exemption is sought. If the purchaser buys goods for resale in accordance with this subsection and for personal or other use at the same time, only the goods that are sold for resale in accordance with this subsection shall be exempt. Supplies, services, tools, repair services, equipment or any other goods or services purchased to support a business but not for resale in accordance with this subsection are not exempt;
- M. The sale of goods to a purchaser that will be transferred to another person in a sale or performance of a service is exempt only if the purchaser displays or provides to the seller at the time of the sale a copy of the purchaser's current Bethel business license. The Bethel business license must be for the class of activities involving the resale of the type of goods for which the exemption is sought. If a purchaser buys goods for transfer in accordance with this subsection and for personal or other use at the same time, only the goods that are sold for transfer in accordance with this subsection shall be exempt. Labor, tools, supplies, equipment rentals or any other goods or services purchased to prepare goods for transfer or in support of business operations but not for transfer in accordance with this subsection are not exempt;
- N. The service of transporting students to and from a school in vehicles;
- O. The sale of labor and materials for a single-family residence in which a private individual resides full-time without leasing for compensation any portion of the residence to another person, including labor and materials for the improvement, renovation, or remodel of such a single-family residence, is exempt only if (1) the sale of such labor and materials is to the private individual who resides in the residence; (2) the private individual is acting as his or her own general contractor in constructing, improving, renovating, or remodeling the residence; and (3) the private individual displays at the time of sale an exemption certificate issued under BMC 4.16.050;
- P. Purchases made with food coupons, food stamps, or other type of certificate issued under 7 USC Sections 2011 – 2025 (Food Stamp Act);
- Q. Ambulance, dental, hospital and medical services, including the sale of hearing aids, physical therapy services, prosthetic devices and medicinal preparations,

when prescribed by a licensed health care provider. Ambulance, dental, hospital and medical services do not include services rendered by chiropractors, barbers, cosmeticians, masseurs or veterinarians;

- R. The sale of services of transporting passengers by river taxi, taxicab, bus, commercial airline, air charter, air taxi, hover craft or limousine is exempt. The lease of vehicle for hire permits are not exempt;
- S. The sale to a senior citizen of food intended for consumption by the senior citizen, his or her spouse living in the same household, or the un-emancipated minor children of either the senior citizen or his or her spouse, who live in the same household. The senior citizen shall display at the time of the sale a current and valid senior citizen exemption certificate issued to the person under BMC 4.16.050(C). For purposes of this subsection, "food" is defined in accordance with 7 USC Section 2012(g) (definition of "food" for purposes of the Food Stamp Act);
- T. The payment of rent by a senior citizen on a single dwelling occupied as the senior citizen's primary residence and permanent place of abode. The senior citizen shall provide proof at the time of payment of a current and valid senior citizen exemption certificate issued to the person under BMC 4.16.050(C);
- U. Payment for telephone, electric, water and sewer utility services by a senior citizen on a single dwelling occupied as the senior citizen's primary residence and permanent place of abode. The senior citizen shall provide proof at the time of payment of a current and valid senior citizen exemption certificate issued to the person under BMC 4.16.050(C);
- V. The payment of rent by residents of Bethel community services and the payment of rent by Bethel community services clients who reside in Bethel at places other than the Bethel community services assisted living and supported living residences;
- W. A sale of goods or services to any entity that, at the time of the sale, is legally constituted and legitimately acting in accordance with a duly authorized federal tax exempt status pursuant to IRS Regulations, Section 501(c)(3) (4) (19), and ~~the entity is a receiver of Alaska Revenue Sharing,~~ and if the same goods or services are used exclusively in the fulfillment of activities within the federal tax exempt status;
- X. A sale of goods is exempt if a credit union organized under state or federal law is the purchaser of the goods;
- Y. That portion of the selling price of real property in excess of twenty (20) percent of the first (1st) two hundred seventy-five thousand dollars (\$275,000) of the selling price is exempt. This exemption does not apply to rentals of real property. This exemption applies to all sales of real property, including casual and isolated sales;

- Z. The payment for No. 1 stove oil used as heating fuel by a senior citizen for a single dwelling occupied as the senior citizen's primary residence and permanent place of abode. The senior citizen shall provide proof at the time of payment of a current and valid senior citizen exemption certificate issued to the person under BMC 4.16.050(C);
- AA. Payment for water and sewer utility services by any and all persons or entities;
- BB. Sales made by operators of a transient lodging business for the rental of rooms that are subject to the transient lodging business tax listed under BMC 4.14.020.

4.16.050 Exemption certificates – Applications.

- A. Persons desiring an exemption certificate for exemptions under BMC 4.16.040(N), (R), (S), (T) ~~or~~ (U) or (W) must make written application for the certificate on a form supplied by the finance director, pay the application fee and meet the other requirements of this section. The finance director may at any time require proof that the original grounds for the exemption still exist and the claimant shall have the burden of establishing his or her qualifications for the exemption.
- B. An exemption certificate for exemptions under BMC 4.16.040(~~N~~) (O) may be issued only upon:
 - 1. Submission of a complete application to the finance director;
 - 2. Payment of the certificate fee of two hundred fifty dollars (\$250);
 - 3. Proof that the applicant owns or has a substantial ownership interest in the land upon which the home is to be built;
 - 4. Proof that all building, zoning and other permits and approvals have been obtained and that the home will meet all requirements of the Bethel sewer and water codes.

A certificate issued under this subsection shall be numbered, identify the applicant property owner, be signed by the finance director, and shall expire on the last day of the twelfth (12th) month following the issuance of the permit. The expiration date shall be prominently displayed on the certificate.

- C.
 - 1. An exemption certificate or a renewal or replacement of an exemption certificate for a senior citizen exemption under BMC 4.16.040(~~R~~), (~~S~~), (T) or (U) may be issued only upon the submission to the finance director of a complete application and the payment of any required fee. The certificate shall be in the form of a card which contains the name and residence address of the applicant, the applicant's signature, a picture of the applicant, the expiration date of the certificate, and may contain codes and other information required by the finance director. The certificate shall expire two (2) years from the date of issuance. The finance director may establish

and implement a system of staggered expiration dates. A certificate issued or renewed during the first (1st) two (2) years after the implementation of a system of staggered expiration dates may be given an expiration date that exceeds two (2) years as may be necessary to implement the system of staggered expiration dates. The finance director may issue temporary certificates under conditions determined by the finance director to be appropriate. The finance director shall conduct such investigation of the facts set out in an application as the director determines to be appropriate to verify the qualifications of the applicant for the certificate and shall issue the certificate within thirty (30) days of the submission of the application if the applicant is determined to be qualified.

2. A replacement certificate may be issued upon request, payment of any applicable replacement fee, proof of the loss of the original certificate and submission of a complete replacement certificate application.
 3. If the applicant is physically or mentally disabled so that the applicant has unusual difficulty in shopping or other buying activities, the applicant may designate in the application up to two (2) persons who may act as proxy shoppers for the applicant. The names and signatures of the proxy shoppers shall be set out on the certificate.
 4. (a) Except for a proxy shopper whose name appears on the certificate, a person may not use in any way a certificate issued to another person.
(b) A person to whom a certificate is issued may not give the certificate to another person for use by that other person unless the other person is a proxy shopper named on the certificate. Sales to a person acting as a proxy shopper are exempt only when the sale of the goods or services would be exempt if the sale had been made directly to the person to whom the certificate is issued.
 5. To qualify for a certificate under this subsection, the applicant must be at least sixty-five (65) years of age; provided, any person who will be at least sixty (60) years of age on December 31, 1999, and was registered with the city for the senior citizen sales tax exemption that existed on March 31, 1999, or who applies for a certificate under this subsection C on or prior to December 31, 1999, shall be treated as if they were sixty-five (65) years of age and will be entitled to a certificate under this subsection if the person is sixty (60) years of age and meets all the other qualifications for a certificate except the age requirement.
 6. The domicile of the applicant must be in the state.
- D. An exemption certificate for persons applying for an exemption under BMC 4.16.040(HV) for the payment of rent by a Bethel community service client who resides in Bethel at a place other than the Bethel community services assisted living and supported living residences may be issued only upon:
1. Submission of a complete application to the finance director;
 2. Proof satisfactory to the finance director that the applicant is a Bethel community services client;

Introduced by: Council Member Fansler
Introduction Date July 12, 2016
Public Hearing: July 26, 2016
Action:
Vote:

3. Address of residence along with name, address and phone number of property owner; and
4. Proof satisfactory to the finance director that the property owner has a current Bethel business license and a current state of Alaska business license.

A certificate issued under this subsection shall be numbered, identify the applicant, be signed by the finance director, and shall expire on the last day of the twenty-fourth (24th) month following the issuance of the certificate. The expiration date shall be prominently displayed on the certificate. The finance director shall conduct such investigation of the facts set out in an application as the director determines to be appropriate to verify the qualifications of the applicant for the certificate and shall issue the certificate within thirty (30) days of the submission of the application if the applicant is determined to be qualified.

- E. An exemption certificate or a renewal or replacement of an exemption certificate for a non-profit organization under BMC 4.16.040(W) may be issued only upon:
1. Submission of a complete application to the finance director;
 2. Proof that the claimant is a 501(c)(3) (4) (19) organization;
 3. Submission of the previous year's federal tax filing (if applicable).

A certificate issued under this subsection shall be numbered, identify the organization, be signed by the finance director, and shall expire within one (1) year following the issuance of the certificate. The expiration date shall be prominently displayed on the certificate. No more than three (3) certificates may be issued to any non-profit organization.

Section 3. Effective Date.

This Ordinance shall become effective July 1, 2016 upon passage by the Bethel City Council.

ENACTED THIS ___ DAY OF JULY BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

New Business

New Liquor License

Alcoholic Beverage Control Board
550 West 7th Ave. Suite 1600
Anchorage, AK 99501

(907) 269-0350
Fax: (907) 334-2285

<http://commerce.alaska.gov/dnn/abc/home.aspx>

License is: Full Year OR Seasonal List Dates of Operation: _____

SECTION A - LICENSE INFORMATION			FEES 13990
Office Use: License Year: 2016-17	License Type: Restaurant or eating place license	Statute Reference: Sec. 04.11. 100	License Fee: \$ 600
Office Use: License #: 5501			Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) City of Bethel	Community Council Name(s) & Mailing Address: City of Bethel P.O.Box 1388 Bethel, AK 99559		Rest. Desig. Permit Fee: 50 \$
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Surasak Suwanprapa DBA.BABA PIZZA & SUB	Doing Business As (Business Name): BABA PIZZA & SUB	Business Telephone Number: (907)543-3500	Fingerprint: 49.75 \$ (<i>\$49.75 per person</i>)
Mailing Address: P.O.BOX.1268	Street Address or Location of Premises: 1725 state hwy. Bethel , Alaska , 99559	Email Address: numalaska@live.com	TOTAL \$799.75 ✓
City, State, Zip: Bethel , Alaska , 99559			
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: 0.7 Mile	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: 1.4 Mile	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input checked="" type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input type="checkbox"/> Diagram of premises attached Send in copy of Fire Marshall Certificate.	

New Liquor License

SECTION C – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

Yes No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes No If Yes, attach written explanation.

SECTION D – OWNERSHIP INFORMATION - CORPORATION

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an individual ownership):		Telephone Number:	Fax Number:
Corporate Mailing Address:	City:	State:	Zip Code:
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:

Is the Entity in "Good Standing" with the Alaska Division of Corporations? Yes No

If no, attach written explanation. Your entity *must* be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth

NOTE: If you need additional space, please attach a separate sheet.

New Liquor License

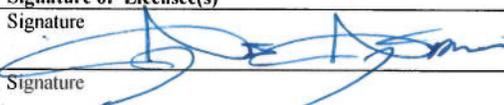
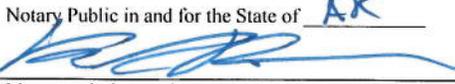
SECTION E – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Surasak Suwanprapa Address: P.O.Box.1268 Bethel,AK,99559 Home Phone: 907 5454666 Work Phone: 907 5433500	Applicant <input checked="" type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth: 05/18/1970	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Licensee(s) Signature  Signature Name & Title (Please Print) SURASAK SUWANPRAPA (OWNER) Subscribed and sworn to before me this 25 day of May, 2016 Notary Public in and for the State of <u>AK</u>  My commission expires: 11/23/2019	Signature of Licensee(s) Signature Signature Name & Title (Please Print) Subscribed and sworn to before me this day of Notary Public in and for the State of _____ My commission expires:
--	---



**STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT
AS 04.16.049 & 3 AAC 304.715 - 794**

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons between the ages of 16 - 20 for employment. If for employment, please indicate in detail what the employment duties will be in question #3.

License Number: 5501 Type: Restaurant/Eating Place

This application is for designation of premises where: (Please check the appropriate items below)

- 1. Bona fide restaurant pursuant to 3 AAC 304.305 & 3 AAC 304.715-794.
- 2. Persons 16 - 20 years of age may dine unaccompanied.
- 3. Persons under 16 may dine accompanied by a person 21 years of age or older.
- 4. Persons between 16 - 20 years of age may be employed. **(See note below)*

Licensee's Name: SURASAK SUWANPRAPA DBA: BABA PIZZA & SUB

Name of Business: BABA PIZZA & SUB

Business Address: 1725 STATE HWY. City: BETHEL

1. Hours of operation 11:00 AM to 11:00 PM Telephone Number: (907)543-3500

2. Have police been called to your premises for any reason? Yes No
(If you answered yes, please explain below).

3. * Duties of employment: N/A Do not employ worker under 21 years of age.

4. Are video games available to the public on your premises? Yes No

5. Do you provide live entertainment, such as live music, pool tables, karaoke, dancing, sports or pin-ball?
 Yes No

6. How is food served? Table Service Buffett Service Counter Service Other _____

7. Is an owner, manager or supervisor 21 years of age or older always present during business hours? Yes No

***** A MENU AND DETAILED PREMISES DIAGRAM MUST ACCOMPANY THIS APPLICATION *****

***Employees 16 and 17 years of age must have a valid work permit and a letter maintained in your files from a parent or guardian authorizing employment at your establishment.**

****Please attach additional sheets of paper if more space is needed to describe food service, entertainment, etc.**

[Signature]
Licensee Signature

Local Governing Body Approval

Subscribed and sworn to before me this 9th day of June 2016

Date

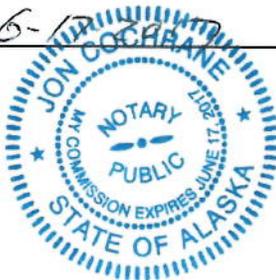
Notary Public in and for Alaska

My Commission expires; 6-17-2017

Director, ABC Board

Date

Rev. 03172014



JUN 13 '16 AM 8:18

STATE OF ALASKA
ALCOHOL BEVERAGE CONTROL BOARD
Licensed Premises Diagram

INSTRUCTIONS: Draw a detailed floor plan of your present or proposed licensed premises on the graph below, show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DBA: BABA PIZZA & SUB

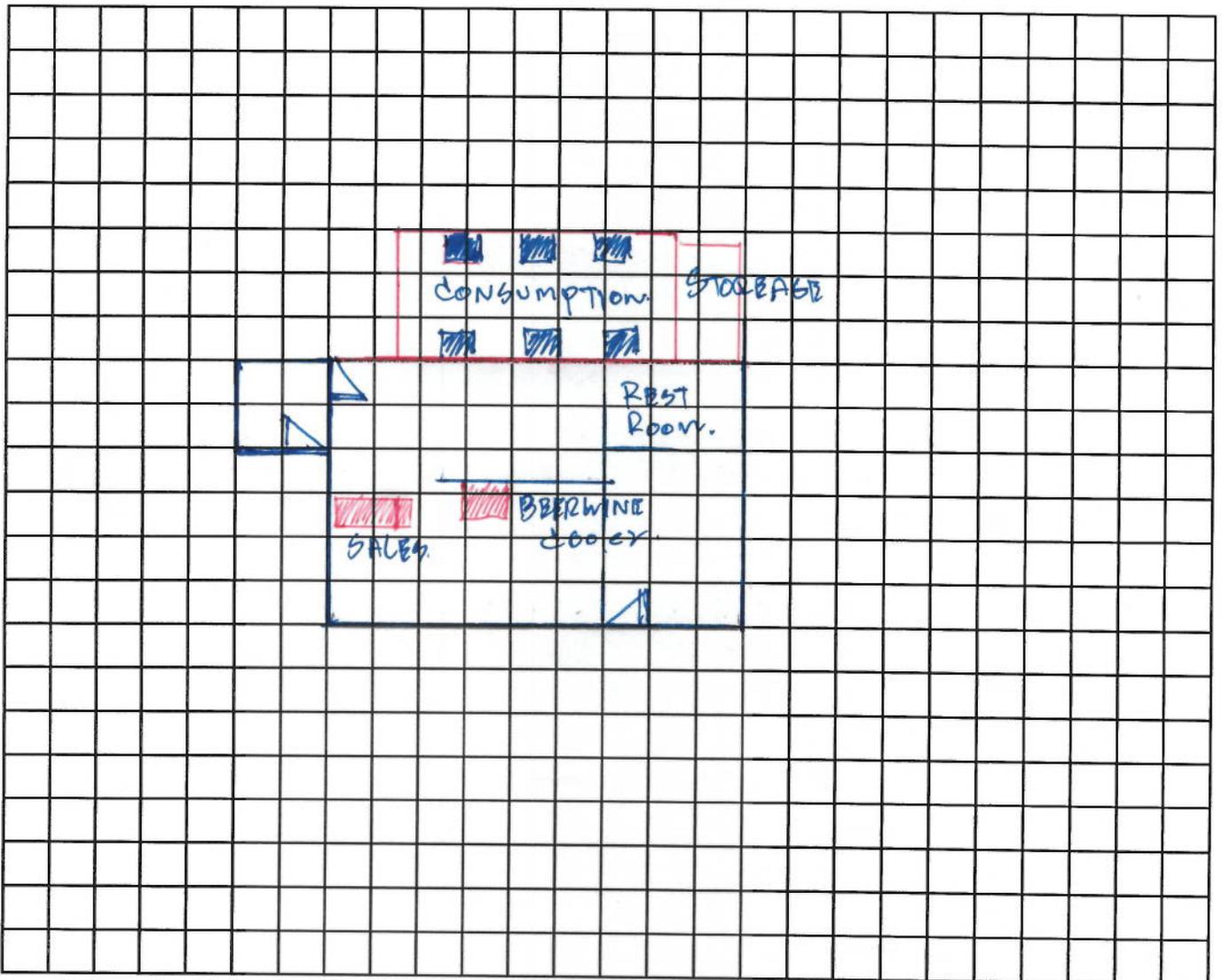
PREMISES LOCATION: 1725 STATE HWY. BETHEL, ALASKA, 99559

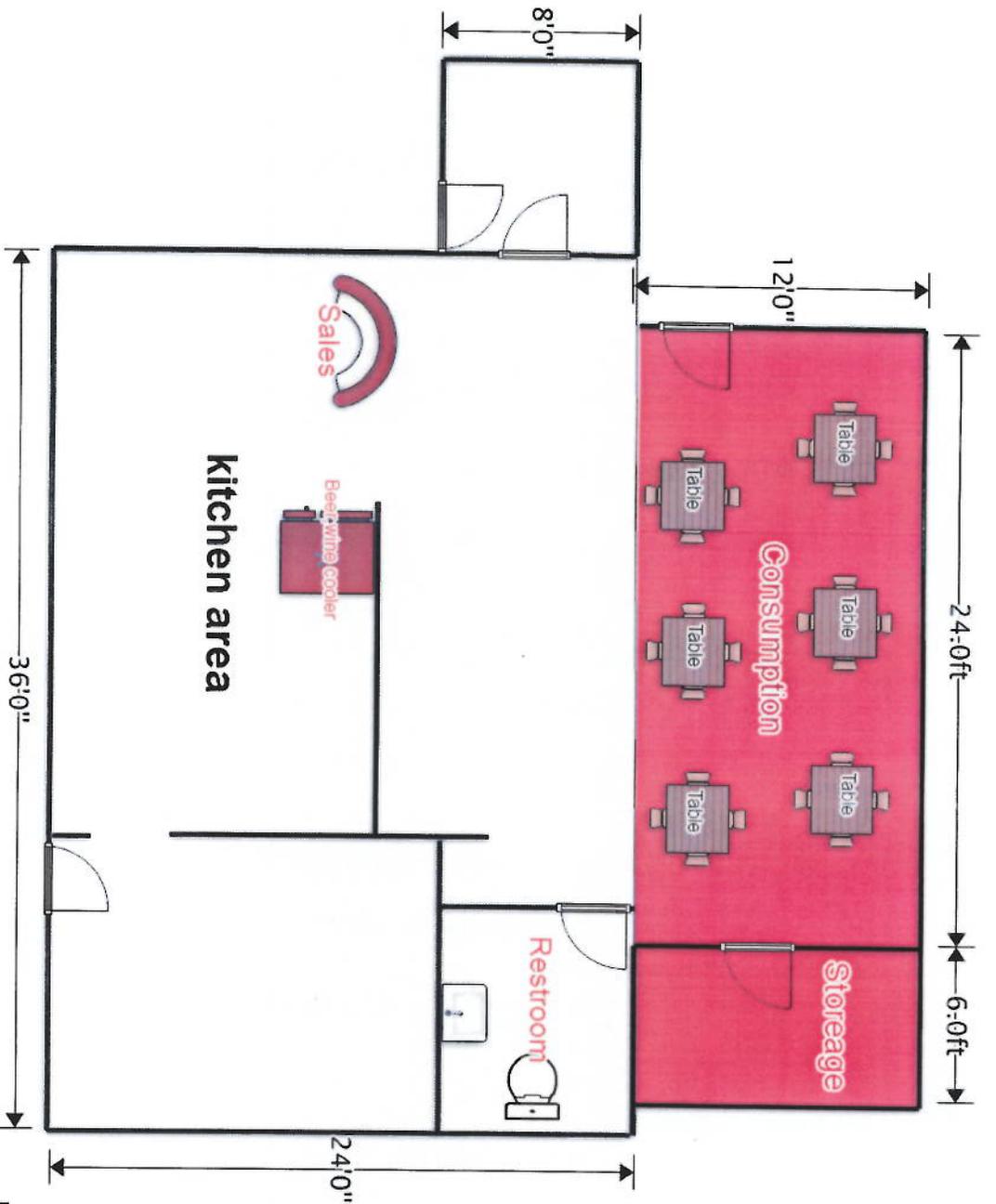
Indicate scale by x after appropriate statement or show length and width of premises.

SCALE A: X 1 SQ. = 4 FT. SCALE B: _____ 1 SQ. = 1 FT.

Length and width of premises in feet:

Outline the area to be designated for sale, service, storage, and consumption of alcoholic beverages in red.
DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.





BABA PIZZA & SUB
1725 STATE HWY. BETHEL
ALASKA, 99559



Baba's Pizza & Subs

DINE IN | TAKE OUT | DELIVERY

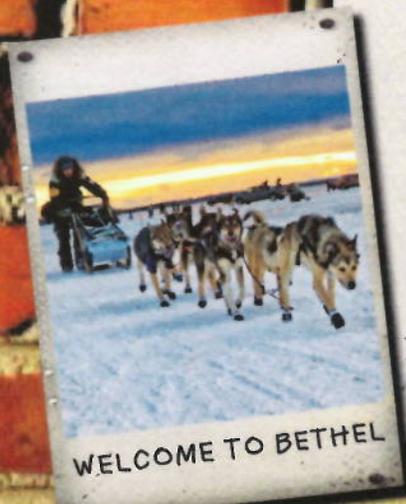
For Fast, Free Delivery,
Anywhere in Town!

Tel. 907-543-3500

Baba's Pizza

1725 Chief Eddy
Hoffman Hwy.
Bethel, AK 99559

MON - SAT
11:00AM - 10:30PM



PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

CREATE YOUR OWN PIZZA

WITH THE FOLLOWING CHOICE OF TOPPINGS

PEPPERONI, SAUSAGE, CANADIAN BACON, BEEF, HAM, BACON, SALAMI, GYRO MEAT, CHICKEN, ONIONS, FRESH, MUSHROOMS, BELLPEPPER, BLACK OLIVES, TOMATOES, GUACAMOLE, PINEAPPLE, JALAPENOS & FETACHEESES

.....
 SMALL 12" MEDIUM 14" LARGE 16" JUMBO 18"

CHEESE	\$15.75	\$19.75	\$23.75	\$27.75
1 TOPPING	\$17.75	\$21.75	\$25.75	\$29.75
2 TOPPING	\$19.75	\$23.75	\$27.75	\$31.75
3 TOPPING	\$21.75	\$25.75	\$29.75	\$33.75
4 TOPPING	\$23.75	\$27.75	\$31.75	\$35.75
5 TOPPING	\$25.75	\$29.75	\$33.75	\$37.75
6 TOPPING	\$27.75	\$31.75	\$35.75	\$39.75
DOUBLE SAUCE	\$1.25	\$1.25	\$1.25	\$2.25
DOUBLE CHEESE	\$2.25	\$2.25	\$2.25	\$3.25
DOUBLE CRUST	\$3.25	\$3.25	\$3.25	\$4.25

OR CHOOSE FROM ONE OF OUR DELICIOUS PIZZA COMBINATIONS

THE BIG DIPPER

The Big Dipper Is Loaded With Pepperoni & Mozzarella Cheese On Top Of A Double Thick Crust

That's Cut Into Strips For Easy Dipping!!

Includes Plenty Of Ranch and Marinara Dipping Sauces!!

Small \$23.75 Medium \$27.75 Large \$31.75 Jumbo \$35.75

ITALIAN HONEY SAUSAGE COMBO

You'll Love It!! With Italian Honey Sausage, Canadian Bacon And Pepperoni All On Top Of the Mozzarella!!

Small \$21.75 Medium \$25.75 Large \$29.75 Jumbo \$33.75

THREE MEAT COMBO

A Meat Lover's Dream, With Pepperoni, Italian Sausage & Canadian Bacon All On Top Of The Mozzarella!!

Small \$21.75 Medium \$25.75 Large \$29.75 Jumbo \$33.75

GUACAMOLE CHICKEN

New!! With Guacamole, Chicken, Onions, Bell Peppers & Mozzarella Cheese, Topped With Fresh Sliced Tomatoes !!

Small \$23.75 Medium \$27.75 Large \$31.75 Jumbo \$35.75

CHICKEN BACON RANCH

Loaded With Chicken, Onion, Bellpepper, Bacon, Cheddar Cheese & Ranch Dressing All On Top Of Mozzarella !!!

Small \$23.75 Medium \$27.75 Large \$31.75 Jumbo \$35.75



WHITE DELIGHT

New!! With French Feta Cheese & Pepperoni, mushroom & Green Peppers,
Topped With Fresh Sliced Tomatoes!!!

Small \$29.75 Medium \$33.75 Large \$37.75 Jumbo \$41.75

CHICKEN ALFREDO

New!! With Alfredo Sauce, Chicken, Onion, Bell Peppers & Mozzarella Cheese !!

Small \$23.75 Medium \$27.75 Large \$31.75 Jumbo \$35.75

WHITE PIZZA

Loaded With French Feta Cheese & Garlic, Parmesan & Mozzarella,
Topped With Fresh Sliced Tomatoes!!

Small \$23.75 Medium \$27.75 Large \$31.75 Jumbo \$35.75

VEGGIE COMBO

Loaded With Fresh Sliced Mushrooms, Bell Peppers, Black Olives & Onions,
Topped With Fresh Sliced Tomatoes!!

Small \$23.75 Medium \$27.75 Large \$31.75 Jumbo \$35.75

HOUSE COMBO

This One Is The House Favorite with Pepperoni, Sausage, Fresh Mushrooms,
Bell Peppers & Black olives!!

Small \$23.75 Medium \$27.75 Large \$31.75 Jumbo \$35.75

GYRO PIZZA

A Taste Of Greece, With Sliced Gyro Meat Smothered In Greek Sauce,
With Onions & Fresh Sliced Tomatoes!!

Small \$23.75 Medium \$27.75 Large \$31.75 Jumbo \$35.75

MEAT LOVER'S

This Is The Ultimate All Meat Pizza! Loaded With Canadian Bacon,
Sausage, Beef, Salami, Bacon & Two Layers of Pepperoni!
Plus Double Crust, Double Cheese & Double Sauce!!

Small \$29.75 Medium \$33.75 Large \$37.75 Jumbo \$41.75

SUPER COMBO

This One Has All Of Your Favorites! Pepperoni, Sausage, Canadian Bacon,
Fresh Mushrooms, Onions, Olives & Bell Peppers!
Plus Double Crust, Double Cheese & Double Sauce!!

Small \$29.75 Medium \$33.75 Large \$37.75 Jumbo \$41.75

KING COMBO

The King Of All Pizza!!! With Pepperoni, Sausage, Canadian Bacon, Beef,
Salami, Bacon, Fresh Mushrooms, Onions, Bell Peppers, Olives,
Tomatoes, Pineapple & Jalapenos!! Plus Double Crust, Double Cheese & Double Sauce!!

Small \$31.75 Medium \$35.75 Large \$39.75 Jumbo \$43.75

OR TRY ONE OF OUR DELICIOUS CALZONES

Pepperoni....\$21.25 Hawaiian....\$23.25 Three Meat....\$25.25 Combination....\$27.25

KID'S MEALS

GOLD NUGGET MEAL \$10

6-PC Chicken Nuggets, French Fries, Pop, Treat & Prize!

BEAR CUB BURGER MEAL \$10

Cheseburger, French Fries, Pop, Treat & Prize!

BABA SUPER SUBS

AVAILABLE IN HALF / WHOLE

- COLD TURKEY SUB** \$9.00 / \$14.00
Sliced Turkey Breast, Lettuce, Tomatoes, Pickles, Onions, Mayonnaise, Mustard, Swiss Cheese & Italian Dressing!
- COLD HAM SUB** \$9.00 / \$14.00
15% Lean Ham, Lettuce, Tomatoes, Pickles, Onions, Mayonnaise, Mustard, Swiss Cheese & Italian Dressing!
- COLD COMBO SUB** \$9.00 / \$14.00
Turkey, Ham, Lettuce, Tomatoes, Pickles, Onions, Mayonnaise, Mustard, Swiss Cheese, American Cheese & Italian Dressing!
- HOT TURKEY SUB** \$9.00 / \$14.00
Sliced Turkey Breast, Lettuce, Tomatoes, Mayo, Swiss Cheese & Italian Dressing!
- HOT HAM SUB** \$9.00 / \$14.00
15% Lean Ham, Lettuce, Tomatoes, Mayo, Swiss Cheese & Italian Dressing!
- HOT COMBO SUB** \$9.50 / \$15.00
Turkey, Ham, Lettuce, Tomatoes, Mayo, Swiss Cheese, American Cheese & Italian Dressing!
- CHICKEN SUB** \$9.00 / \$14.00
Chicken Breast Patties, Lettuce, Tomatoes, Mayonnaise & Swiss Cheese!
- SPICY CHICKEN SUB** \$9.00 / \$14.00
Spicy Chicken Breast Patties, Lettuce, Tomatoes, Mayonnaise & Swiss Cheese!
- CHICKEN RANCHERO SUB** \$9.50 / \$15.00
Chicken Breast Patties, Bacon, Lettuce, Tomatoes, Swiss Cheese & Ranch Dressing!
- ROAST BEEF SUB** \$9.00 / \$14.00
Sliced Lean Roast Beef, Lettuce, Tomatoes, Mayo, Mustard, Onions & Melted Swiss!
- BBQ CHICKEN CLUB** \$9.50 / \$15.00
Chicken Breast Patties, Bacon, Lettuce, Tomatoes, BBQ Sauce & American Cheese!
- HONEY HAM & CHICKEN** \$9.50 / \$15.00
Chicken Breast Patties, Grilled Ham, Lettuce, Tomatoes, Honey Mustard & Swiss Cheese!
- PHILLY & MUSHROOMS** \$9.50 / \$15.00
Grilled Steak, Sautéed Mushrooms, Onions & Green Peppers, Topped With Melted Swiss!
- FRENCH DIP** \$9.50 / \$15.00
Sliced Roast Beef Topped With Melted Swiss Cheese & Served With Au Jus Sauce!
- PHILLY CHEESE STEAK** \$9.50 / \$15.00
Grilled Steak, Sautéed Onions & Green Peppers, Topped With Melted Swiss Cheese!
- VEGGIE SUB** \$9.00 / \$14.00
Mushrooms, Green Peppers, Olives, Onions, Lettuce, Tomatoes, Swiss Cheese & Ranch!
- STEAKHOUSE SUB** \$9.50 / \$15.00
Grilled Steak Sautéed with A-1 Sauce & Onions, Topped with Swiss Cheese, Lettuce & Tomatoes!
- Pizza Sub** \$9.50 / \$15.00
Your Choice of Any 3 Pizza Toppings Smothered in Pizza Sauce & Topped With Mozzarella!
- CHICKEN PARMESAN** \$9.50 / \$15.00
Chicken Breast Patties Smothered in Marinara, & Topped With Swiss, Parmesan, & Mozzarella!
- GYRO SUB** \$9.50 / \$15.00
Sliced Gyro Meat with Greek Sauce, Onions, Lettuce & Tomatoes!
- ALASKAN KING COMBO** \$11.20 / \$18.75
Turkey, Ham, Chicken, Bacon, Lettuce, Tomatoes, Onions, Mayo & Two Cheeses!
- ITALIAN SUB** \$9.50 / \$15.00
Salami, Pepperoni, Ham, Onions, Black Olives, Lettuce, Tomatoes, Mozzarella & Italian!
- MEATBALL SUB** \$9.50 / \$15.00
Seasoned Meatballs Smothered in Marinara, & Topped With Swiss, Parmesan & Mozzarella!
- HOT MEXI SUB** \$9.50 / \$15.00
Grilled Beef, Sautéed Mushrooms, Bell Peppers, Onions, Jalapenos, Tomatoes, Swiss, May

BURGERS SANDWICHES & SIDE ORDERS

1/3 LB CHEESEBURGER \$8.25

All The Fixin's Plus Ketchup, Mustard & Mayo!

2/3 LB DOUBLE CHEESEBURGER \$10.25

Double the Meat, Double the Cheese!!

BACON MUSHROOM CHEESEBURGER \$10.25

All The Fixin's Plus Ketchup, Mustard & Mayo!

BACON CHEESEBURGER \$9.25

All The Fixin's Plus Ketchup, Mustard & Mayo!

MUSHROOM CHEESEBURGER \$9.25

All The Fixin's Plus Ketchup, Mustard & Mayo!

BRONCO BURGER \$10.25

Loaded with Bacon, onion ring, & BBQ Sauce!!!

YUKON BURGER \$10.25

Sautéed Mushrooms, Onions, Green Peppers & Bacon,

Topped with Swiss Cheese & Mayo!

SPICY BACON CHEESEBURGER \$10.25

Loaded with Bacon, Jalapenos & Cheese,
with All The Fixin's Plus Ketchup, Mustard & Mayo!

ARCTIC SUN BURGER \$10.25

Topped with a Fried Egg and Loaded
with Bacon, Swiss Cheese & Mayo!

ALASKAN BURGER \$11.25

Two Layers of Bacon, Ham, Swiss Cheese & American Cheese,
with Ketchup & Mayonnaise!

GRILLED CHEESE SAND \$5.50

BLT \$7.25

HAM SANDWICH \$7.25

ROAST BEEF SANDWICH \$7.25

CHICKEN SANDWICH \$7.25

CHICKEN RANCHERO \$8.25

CHICKEN NUGGETS-12PC \$8.00

CHEESE STICKS-8PC \$8.00

STEAK FRIES \$4.45

ONION RINGS \$4.45

CHEESY BREADSTICKS \$15.75

HOT WINGS-12PC \$11.25

BABY CHEF SALAD \$9.00

CHICKEN STRIP SALAD \$16.00

SHRIMP BASKET \$16.00

CHICKEN BASKET \$16.00

CHILI CHEESE FRIES SMALL / LARGE \$8.00 / \$14.00

BACON CHEESE FRIES SMALL / LARGE \$8.00 / \$14.00

GRILLED HAM & CHEESE \$7.25

TURKEY SANDWICH \$7.25

HAM & TURKEY SAND \$8.25

CLUB SANDWICH \$8.25

SPICY CHICKEN SAND \$7.25

HONEY HAM & CHCKN \$8.25

CHICKEN STRIPS 6PC \$10.00

FRENCH FRIES \$4.45

CURLY FRIES \$4.45

BREAD STICKS \$7.25

SPICY CHEESY CRISP \$15.25

SIDE SALAD \$7.25

CHEF SALAD \$16.00

New!! 1 piece Shrimp Basket Your choice of..French fries, Steak fries, or Curly fries.

New!! 6 piece Chicken Basket Your choice of..French fries, Steak fries, or Curly fries.



DRINKS & MILKSHAKES

SODA \$1.75
Coke, Diet Coke, Sprite, Diet Sprite, Pepsi, Diet Pepsi,
Dr. Pepper, Mt. Dew, Orange, Grape, Strawberry, Root Beer

BOTTLED WATER \$2.00

MILKSHAKES \$7.25
Chocolate, Vanilla, Root Beer Float



June 21, 2016

City of Bethel
Attn: Lori Strickler, City of Clerk
VIA Email: lstrickler@cityofbethel.net
Cc: pburley@cityofbethel.net.

Surasuk Suwanprapa – Restaurant Eating Place #5501 DBA: Baba Pizza & Sub

- New Application** **Transfer of Ownership** **Transfer of Location**
- Restaurant Designation Permit** **DBA Name Change**

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,

Shilo Senquiz
Business Registration Examiner
shilo.senquiz@alaska.gov
907-334-0892

State of Alaska Alcoholic Beverage Control Board

Date of Notice: June 21, 2016

Application Type: **NEW** _____

_____ **TRANSFER**
 _____ Ownership
 _____ Location
 _____ Name Change

Governing Body: **City of Bethel**
 Community Councils: none

License #: 5501
 D.B.A.: Baba Pizza & Sub
 Licensee/Applicant: Surasak Suwanprapa
 Physical Location: 1725 Chief Eddy Hoffman Hwy.
 Mailing Address: PO Box 1268, Bethel, AK 99559
 Telephone #: 907-543-3500
 EIN: 46-2450883

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
N/A				

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
N/A				

If **transfer** application, current license information:

Current D.B.A.:
 Current Licensee:
 Current Location:

Additional comments:

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is “arbitrary, capricious and unreasonable”. Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

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Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,

Shilo Senquiz
Business Registration Examiner
shilo.senquiz@alaska.gov
907-334-0892



CITY OF BETHEL

P.O. Box 1388
Bethel, AK 99559
(907) 543-2047
www.cityofbethel.org

July 8, 2016

Bethel City Council
P.O. Box 1388
300 State Highway
Bethel, AK 99559
via e-mail

Mayor, Vice-Mayor and Members of City Council;

In a matter of an application by Surasak Suwanprapa – Restaurant Eating Place #5501, Doing Business As (DBA) Baba Pizza & Sub to State of Alaska Alcoholic Beverage Control Board (ABC) in accordance to AS 04.11.400 (g), 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e): must be approved by the governing body.

Bethel Municipal Code (BMC) 5.08.020(d) requires the City Manager provide a written report to City Council within 20 days from the Date Notice received by the City Clerk's Office with a copy to the applicant, listing any objections to the Board's issuance of the application.

According to BMC 5.08.020 (C) City Planner, City Finance Director, City's Fire Chief and Police Chief shall forward written statements to the City Manager outlining their findings:

- (a) City Planner – Baba's Pizza & Sub *has not yet complied* with the Conditional Use Provision (CUP). Bethel City Planning Commission (PC) held a public hearing on said CUP on June 9, 2016. The Planning Commission was unable to complete this hearing and the same hearing has been rescheduled for July 21, 2016.
- (b) Finance Director – determined that the *applicant is in compliance* with BMC 5.08.020 (B)(2). The applicant has no outstanding taxes, assessments, fees or payments for utilities.
- (c) Police Chief – determined that there *has not been* excessive calls for service, excessive numbers of conviction or arrests for unlawful activity at the licensed

location, police or ambulance reports, reports of unlawful activity at the licensed location or police, fire or ambulance dispatches to the license location.

- (d) Fire Chief – determined *there has not been* excessive calls for fire or ambulance services. However, attached is Exhibit “A” a notice of correction for fire and life safety code violations found during a recent inspection of Baba’s Pizza & Sub on July 7, 2016 issued by City of Bethel Fire Department.

Council at that time will review the said application as prescribed under BMC 5.08.030 and will determine in part or *inter alia*: “whether to protest or recommend with conditions, the issuance, renewal or transfer of a liquor license application and shall consider the following factors it believes are pertinent”.

Respectfully,



Ann K. Capela
City Manager

CC: Surasak Suwanprapa
Patty Burley, City Attorney
Lori Strickler, City Clerk



Celebrating 50 Years of Service

CITY OF BETHEL
Fire Department

Exhibit "A"

William F. Howell III, Fire Chief
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
bhowell@cityofbethel.net

Zurasak Suwanpiapa
Baba's Pizza
P.O. Box 1268
Bethel, AK. 99559

July 7, 2016

This letter is a notice of correction for fire and life safety code violations found during a recent inspection of your business on July 07, 2016. You have ten business days to correct the items identified in this report. If you are unable to make corrections in the time frame provided, please contact my office to make other arrangements.

1. Rear Exit in Dining Room Porch area needs to have guards and a railing installed.
 - a. **1013.1 Where required.** *Guards* shall be located along open-sided walking surfaces, including *mezzanines, equipment platforms, stairs, ramps* and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. *Guards* shall be adequate in strength and attachment in accordance with Section 1607.7 of the *International Building Code*.
 - b. **1009.5 Stairway landings.** There shall be a floor or landing at the top and bottom of each *stairway*. The width of landings shall not be less than the width of *stairways* they serve. Every landing shall have a minimum dimension measured in the direction of travel equal to the width of the *stairway*. Such dimension need not exceed 48 inches (1219 mm) where the *stairway* has a straight run. Doors opening onto a landing shall not reduce the landing to less than one-half the required width. When fully open, the door shall not project more than 7 inches (178 mm) into a landing. When *wheelchair spaces* are required on the *stairway* landing in accordance with [Section 1007.6.1](#), the *wheelchair space* shall not be located in the required width of the landing and doors shall not swing over the *wheelchair spaces*.
 - c. **1013.2 Height.** Required *guards* shall be not less than 42 inches (1067 mm) high, measured vertically above the adjacent walking surfaces, adjacent fixed seating or the line connecting the leading edges of the treads.
 - d. **1013.3 Opening limitations.** Required *guards* shall not have openings which allow passage of a sphere 4 inches (102 mm) in diameter from the walking surface to the required *guard* height.
 - e. 13AAC50.070(a)9 Any condition found to be hazardous

2. Electrical panels in back area and by front cashiers desk need to be cleared of Obstacles.
 - a. **605.3 Working space and clearance.** A working space of not less than 30 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches (762 mm), the working space shall not be less than the width of the equipment. No storage of any materials shall be located within the designated working space.
 - b. **605.1 Abatement of electrical hazards.** Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.

3. Extension cords used for permanent power in back room by Meat Cutter and water pump, also in main kitchen area by the mixer, and in the freezer area outside. They need more permanent conduit.
 - a. **605.5 Extension cords.** Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.
 - b. **605.4 Multiplug adapters.** Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with NFPA 70 shall be prohibited.

 - c. Extinguishers must be provided and maintained per code. Extinguishers in the kitchen and back room need to have tags and need to be mounted. The type K extinguisher needs to be serviced.
 - d. **906.5 Conspicuous location.** Portable fire extinguishers shall be located in conspicuous locations where they will be readily accessible and immediately available for use. These locations shall be along normal paths of travel, unless the *fire code official* determines that the hazard posed indicates the need for placement away from normal paths of travel.
 - e. **906.6 Unobstructed and unobscured.** Portable fire extinguishers shall not be obstructed or obscured from view. In rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the locations of extinguishers.
 - f. **906.7 Hangers and brackets.** Hand-held portable fire extinguishers, not housed in cabinets, shall be installed on the hangers or brackets supplied. Hangers or brackets shall be securely anchored to the mounting surface in accordance with the manufacturer's installation instructions.
 - g. **906.8 Cabinets.** Cabinets used to house portable fire extinguishers shall not be locked.
 - h. **906.9 Extinguisher installation.** The installation of portable fire extinguishers shall be in accordance with Sections 906.9.1 through 906.9.3.
 - i. **906.9.1 Extinguishers weighing 40 pounds or less.** Portable fire extinguishers having a gross weight not exceeding 40 pounds (18 kg) shall be installed so that their tops are not more than 5 feet (1524 mm) above the floor.
 - j. **906.9.2 Extinguishers weighing more than 40 pounds.** Hand-held portable fire extinguishers having a gross weight exceeding 40 pounds (18 kg) shall be installed so that their tops are not more than 3.5 feet (1067 mm) above the floor.
 - k. **906.9.3 Floor clearance.** The clearance between the floor and the bottom of installed hand-held portable fire extinguishers shall not be less than 4 inches (102 mm).

4. Grease laden vapor cooking requires use of a Type-1 UL300 Fire Suppression system range hood and annual inspection per code. Cooking Hood needs to be cleaned and Serviced the last service on tag says January 2013.
 - a. **609.1 General.** Commercial kitchen exhaust hoods shall comply with the requirements of the *International Mechanical Code*. [M]

- b. **609.2 Where required.** A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors. [M]
- c. **609.3 Operations and maintenance.** Commercial cooking systems shall be operated and maintained in accordance with [Sections 609.3.1](#) through [609.3.4](#).
- d. **609.3.1 Ventilation system.** The ventilation system in connection with hoods shall be operated at the required rate of air movement, and classified grease filters shall be in place when equipment under a kitchen grease hood is used.
- e. **609.3.2 Grease extractors.** Where grease extractors are installed, they shall be operated when the commercial-type cooking equipment is used.
- f. **609.3.3 Cleaning.** Hoods, grease-removal devices, fans, ducts and other appurtenances shall be cleaned at intervals as required by [Sections 609.3.3.1](#) through [609.3.3.3](#). **609.3.3.1 Inspection.** Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected at intervals specified in Table 609.3.3.1 or as *approved by the fire code official*. Inspections shall be completed by qualified individuals.
- g. **TABLE 609.3.3.1 COMMERCIAL COOKING SYSTEM INSPECTION FREQUENCY**

TYPE OF COOKING OPERATIONS	FREQUENCY OF INSPECTION
High-volume cooking operations such as 24-hour cooking, charbroiling or wok cooking	3 months
Low-volume cooking operations such as places of religious worship, seasonal businesses and senior centers	12 months
Cooking operations utilizing solid-fuel burning cooking appliances	1 month
All other cooking operations	6 months

- h. **609.3.3.2 Grease accumulation.** If during the inspection it is found that hoods, grease-removal devices, fans, ducts or other appurtenances have an accumulation of grease, such components shall be cleaned.
- i. **609.3.3.3 Records.** Records for inspections shall state the individual and company performing the inspection, a description of the inspection and when the inspection took place. Records for cleanings shall state the individual and company performing the cleaning and when the cleaning took place. Such records shall be completed after each inspection or cleaning, maintained on the premises for a minimum of three years and be copied to the *fire code official* upon request.
- j. **609.3.4 Extinguishing system service.** Automatic fire-extinguishing systems protecting commercial cooking systems shall be serviced as required in Section 904.11.6
- k. **904.11.2 System interconnection.** The actuation of the fire extinguishing system shall automatically shut down the fuel or electrical power supply to the cooking equipment. The fuel and electrical supply reset shall be manual.
- l. Propane storage is non-compliant and unprotected from collision. Combustible debris, grass and trees are in close proximity to the tanks.
- m. **603.9 Gas meters.** Above-ground gas meters, regulators and piping subject to damage shall be protected by a barrier complying with [Section 312](#) or otherwise protected in an *approved* manner.
- n. **3807.3 Clearance to combustibles.** Weeds, grass, brush, trash and other combustible materials shall be kept a minimum of 10 feet (3048 mm) from LP-gas tanks or containers.
- o. **3807.4 Protecting containers from vehicles.** Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with [Section 312](#).

Alcoholic Beverage Control Board
 550 West 7th Ave. Suite 1600
 Anchorage, AK 99501

New Liquor License

(907) 269-0350
 Fax: (907) 334-2285
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is: Full Year OR Seasonal List Dates of Operation: _____

SECTION A - LICENSE INFORMATION			FEES
Office Use: License Year: 2016-2017	License Type: Restaurant or Eating Place	Statute Reference: Sec. 04.11. <u>100</u>	License Fee: \$ 600.00
Office Use: License #: 5499			Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) Bethel	Community Council Name(s) & Mailing Address: Bethel PO Box 1388		Rest. Desig. Permit Fee: \$50.00
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Kwang H Lee	Doing Business As (Business Name): Snack Shack	Business Telephone Number: 907-543-2218	Fingerprint: \$99.50 (<i>\$49.75 per person</i>)
Mailing Address: PO Box 525	Street Address or Location of Premises: 520 3rd AVE	Email Address: alaska02@hanmail.net	TOTAL <u>849.50</u>
City, State, Zip: Bethel AK 99559			
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: 345ft	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.	
Distance to closest church: 560ft	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	<input checked="" type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building	<input checked="" type="checkbox"/> Not applicable		
	<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached		

RECEIVED

JUN 21 2016

BY: _____

JUN 2 '16 PM 12:44

New Liquor License

SECTION C – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

Yes No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes No If Yes, attach written explanation.

SECTION D – OWNERSHIP INFORMATION - CORPORATION

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership):		Telephone Number:	Fax Number:
Corporate Mailing Address:	City:	State:	Zip Code:
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity must be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth

NOTE: If you need additional space, please attach a separate sheet.

JUN 2 '16 PM 12:44

New Liquor License

SECTION E – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: <u>Kwang Lee</u> Address: <u>195A North Ave</u> Home Phone: <u>907-545-0152 (cell)</u> Work Phone: <u>907-543-2218</u>	Applicant <input checked="" type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth: <u>1/20/1960</u>	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:
Name: <u>Young Lee</u> Address: <u>195A North Ave</u> Home Phone: <u>907-545-0152 (cell)</u> Work Phone: <u>907-543-2218</u>	Applicant <input type="checkbox"/> Affiliate <input checked="" type="checkbox"/> Date of Birth: <u>5/18/1976</u>	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Licensee(s) Signature <u>[Handwritten Signature]</u> Signature <u>[Handwritten Signature]</u> Name & Title (Please Print) <u>Kwang H Lee owner</u> Subscribed and sworn to before me this <u>6th</u> day of <u>April</u> , <u>2016</u> Notary Public in and for the State of <u>Alaska</u> <u>Carole Y. Jung</u> My commission expires: <u>4-26-17</u>	Signature of Licensee(s) Signature <u>[Handwritten Signature]</u> Signature <u>[Handwritten Signature]</u> Name & Title (Please Print) <u>Young M Lee spouse</u> Subscribed and sworn to before me this <u>6th</u> day of <u>April</u> , <u>2016</u> Notary Public in and for the State of <u>Alaska</u> <u>Carole Y. Jung</u> My commission expires: <u>4-26-17</u>
--	---

JUN 2 '16 PM 12:45

**STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT
AS 04.16.049 & 3 AAC 304.715 - 794**

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons between the ages of 16 - 20 for employment. If for employment, please indicate in detail what the employment duties will be in question #3.

License Number: 5499 Type: Restaurant or Eating Place

This application is for designation of premises where: (Please check the appropriate items below)

- 1. Bona fide restaurant pursuant to 3 AAC 304.305 & 3 AAC 304.715-794.
- 2. Persons 16 - 20 years of age may dine unaccompanied.
- 3. Persons under 16 may dine accompanied by a person 21 years of age or older.
- 4. Persons between 16 - 20 years of age may be employed. *(See note below)

Licensee's Name: Kwang H Lee

Name of Business: Snack Shack

Business Address: 520 3rd AVE City: Bethel

1. Hours of operation 11 to 11 Telephone Number: 907-543-2218

2. Have police been called to your premises for any reason? Yes No
(If you answered yes, please explain below).

snow machine hit my car in the parking lot.

3. * Duties of employment: Clean, delivery, wash the dishes, answer the phone or [^]cook.

4. Are video games available to the public on your premises? Yes No

5. Do you provide live entertainment, such as live music, pool tables, karaoke, dancing, sports or pin-ball?
 Yes No

6. How is food served? Table Service Buffett Service Counter Service Other _____

7. Is an owner, manager or supervisor 21 years of age or older always present during business hours? Yes No

*** A MENU AND DETAILED PREMISES DIAGRAM MUST ACCOMPANY THIS APPLICATION ***

*Employees 16 and 17 years of age must have a valid work permit and a letter maintained in your files from a parent or guardian authorizing employment at your establishment.

**Please attach additional sheets of paper if more space is needed to describe food service, entertainment, etc.

[Signature]
Licensee Signature

JUN 2 '16 PM 12:45

Subscribed and sworn to before me this 6th day of April

Local Governing Body Approval

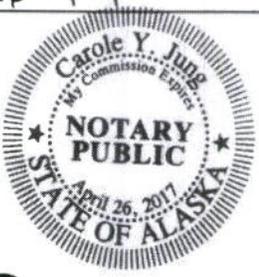
Carole Y. Juag
Notary Public in and for Alaska

Date

My Commission expires; 4-26-17

Director, ABC Board

Rev. 03172014



Date

RECEIVED
JUN 21 2016

BY: _____

STATE OF ALASKA
ALCOHOL BEVERAGE CONTROL BOARD
Licensed Premises Diagram

INSTRUCTIONS: Draw a detailed floor plan of your present or proposed licensed premises on the graph below; show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DBA: Snack Shack

PREMISES LOCATION: 520 3rd AVE

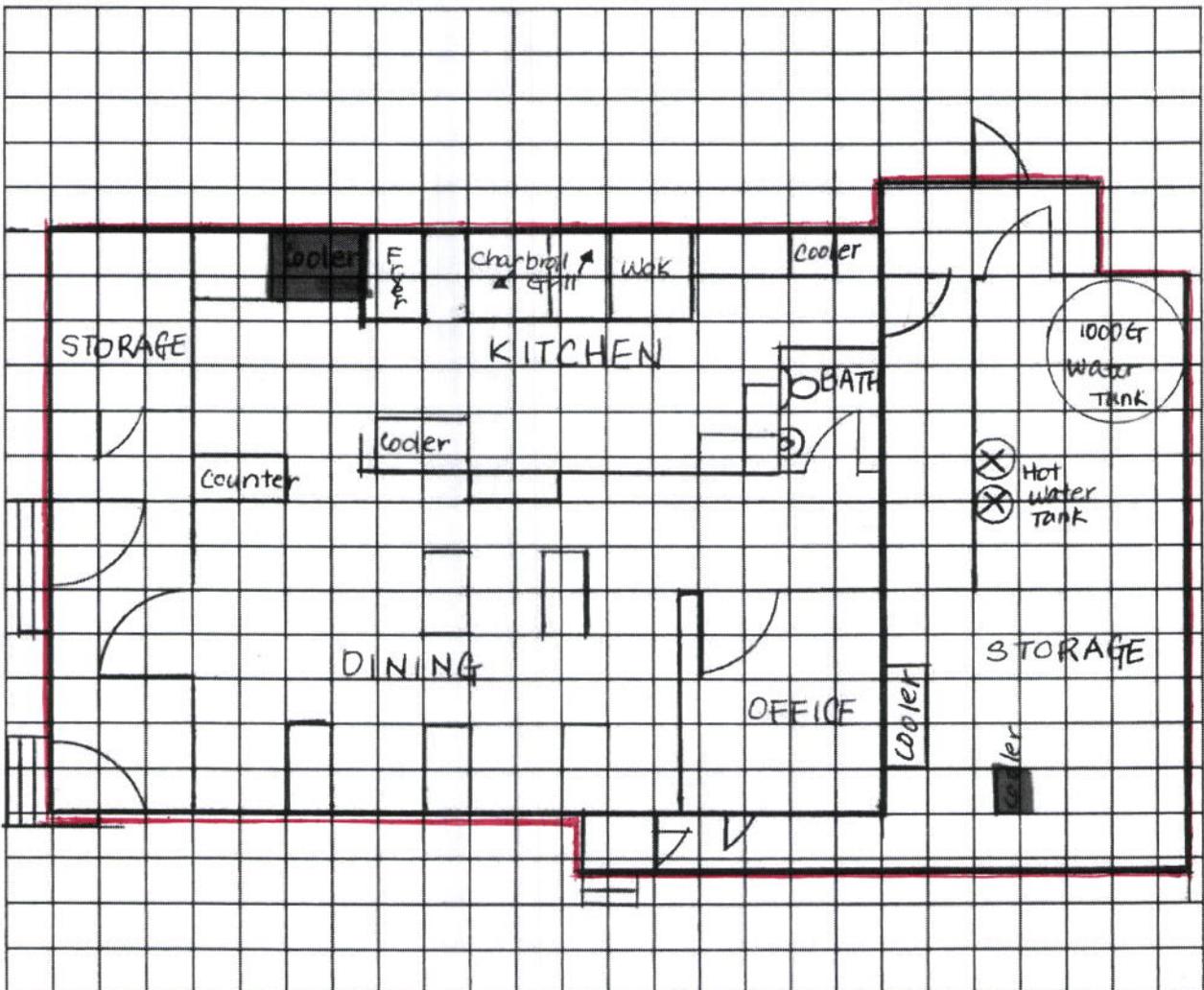
Indicate scale by x after appropriate statement or show length and width of premises.

SCALE A: 40.5 1 SQ. = 4 FT. SCALE B: 26 1 SQ. = 1 FT.

Length and width of premises in feet:

Outline the area to be designated for sale, service, storage, and consumption of alcoholic beverages in red.

DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.



RECEIVED
JUN 21 2016

Revised 6/16/06

JUN 2'16 PM 12:45

BY: _____

Combination \$21.95

You can select one item from A and B each section & any combination serves with Soup, Fried Rice and Egg Roll

A

Mongolian Beef, Chicken Chow Mein
Broccoli Beef, General Tao's Chicken
Kung Pao Chicken

B

Sweet & Sour pork, Sweet & Sour Chicken
Teriyaki Chicken, Shrimp & Fish Basket

Beef

Served with Fried Rice and Soup

- Mongolian Beef \$16.95
- Beef with Broccoli \$16.95
- Green Pepper Steak \$16.95
- Szechwan Beef \$15.95
- Princess Beef \$16.95
- Hunan Beef \$15.95
- Curry Beef \$15.95
- Tomato Beef \$15.95
- Black Mushroom Beef \$16.95
- Cashew Beef \$16.95
- Kung Pao Beef \$16.95

Pork

Served with Fried Rice and Soup

- Sweet & Sour Pork \$14.95
- Hot Pepper Pork \$15.95
- Szechwan Pork \$15.95
- Hot Spicy Pork \$15.95
- General Tao's Pork \$15.95
- Twice Cooked Pork w/ Veggie \$15.95

Poultry

Served with Fried Rice and Soup

- Garlic Chicken \$15.95
- Curry Chicken \$15.95
- Black Mushroom Chicken \$16.95
- Almond Chicken \$15.95
- Breaded Almond Chicken \$15.95
- Mongolian Chicken \$16.95
- Moo Goo Gai Pan \$15.95
- Sweet & Sour Chicken \$14.95
- Kung Pao Chicken \$15.95
- Szechwan Chicken \$15.95
- Szechwan Chicken Wing \$15.95
- Princess Chicken \$16.95
- Chicken with Broccoli \$15.95
- Sesame Seed Chicken \$15.95
- General Tao's Chicken \$15.95
- Lemon Chicken \$15.95
- Mandarin Chicken \$15.95
- Cashew Chicken \$15.95
- Breaded Szechwan Chicken \$15.95
- Orange Chicken \$15.95
- Teriyaki Chicken(Chinese style) \$15.95
- Tomato Chicken \$15.95
- Green Pepper Chicken \$16.95

Seafoods

Served with Fried Rice and Soup

- Sweet & Sour Shrimp \$18.95
- Broccoli Shrimp \$19.95
- Szechwan Shrimp \$20.95
- Curry Shrimp \$19.95
- Kung Pao Shrimp \$20.95
- Phoenix and Dragon \$21.95
- Happy Family \$22.95
- Shrimp with Lobster Sauce \$20.95
- Shrimp with Garlic Spicy Sauce \$20.95
- Scallop House \$22.95
- Mongolian Triple \$19.95
- Kung Pao Triple \$19.95

Fried Rice

Served with Soup

- Chicken Fried Rice \$14.95
- Beef Fried Rice \$14.95
- Pork Fried Rice \$14.95
- BBQ Pork Fried Rice \$14.95
- Ham Fried Rice \$14.95
- Bacon Fried Rice \$15.95
- Shrimp Fried Rice \$17.95
- Seafood Fried Rice \$18.95
- Vegetable Curry Fried Rice \$13.95
- Combination Fried Rice \$17.95

Chow Mein or Yakisoba

Served with Fried Rice and Soup

- Chicken Chow Mein or Yakisoba \$15.95
- Beef Chow Mein or Yakisoba \$15.95
- Pork Chow Mein or Yakisoba \$15.95
- Shrimp Chow Mein or Yakisoba \$17.95
- Vegetable Chow Mein or Yakisoba \$14.95
- Combination Chow Mein or Yakisoba \$17.95

Soup or Udon

- Wonton Soup \$12.95
- Gyoza Soup \$13.95
- Ramyeon Soup w/ Vegetables \$12.95
- Hot and Sour Soup w/ Pork \$13.95
- Egg Drop Soup \$10.95
- Miso Soup \$11.95
- Chicken Noodle Soup or Udon \$15.95
- Beef Noodle Soup or Udon \$15.95
- Pork Noodle Soup or Udon \$15.95
- Shrimp Noodle Soup or Udon \$17.95
- Seafood Noodle Soup or Udon \$17.95

Rolls

- California Roll \$9.95
- California Roll w/Roe \$11.95
- Crunch Roll \$15.95
- Philadelphia Roll \$15.95

Tofu

Served w/ Fried rice & Soup

- Vegetable Delight \$15.95
- Almond Tofu \$15.95
- Kung Pao Tofu \$15.95
- General Tao's Tofu \$15.95
- Cashew Tofu \$15.95

Egg Foo Young

Served w/ Fried rice & Soup

- Vegetable \$15.95
- Chicken \$15.95
- Beef \$15.95
- Pork \$15.95
- Shrimp \$17.95
- Combination \$17.95
- Seafood \$18.95

Other Favorites

Served with Fried Rice and Soup

- Kal Bee (Lap) \$19.95
- Liver and Onions \$15.95
- A healthy portion of Fried Liver smothered in sauced onions
- Bul Goki (Korean style pork or Beef) \$19.95
- Chicken Teriyaki \$17.95
- Beef Teriyaki \$17.95
- Chicken Katsu \$17.95
- Shrimp and Vegetable Tempura \$22.95
- BBQ Chicken \$17.95
- Spaghetti w/Meat Sauce \$15.95
- Chicken Alfredo \$15.95
- Shrimp Alfredo \$18.95
- Spicy Squid w/ Vegetable \$20.95
- Japchae \$16.95
- Curry Noodle (Beef or chicken) \$15.95

Family Style Dinner Special

Minimum two or more

A. 23.95	per person price	B. 26.95	per person price
Soup Egg Roll Gyoza		Soup Egg Roll Gyoza Shrimp	
BBQ Pork Fried Rice		Kung Pao Chicken	
Mongolian Beef		Sweet and Sour Shrimp	
Sweet and Sour Chicken		California Roll	

Spicy

Appetizers

Egg Roll (3)	\$7.95
Yaki Gyoza (8)	\$7.95
B.B.Q Pork (8)	\$8.95
Cheese Sticks (6)	\$7.95
Chicken Nugget (8)	\$7.95
Jalapeno Poppers (6)	\$7.95
Nacho w/ Cheese	\$6.95
Pretzels w/ Cheese	\$6.95
Fried Mushroom (8)	\$8.95
Bowl of Chili	\$8.95
Calamari	\$9.95
popcorn Shrimp	\$11.95
Platter Gyoza, Egg Roll, BBQ Pork, Shrimp, wings	\$15.95
Cheese Cream Wonton (6)	\$7.95
Shrimp Tempura (6)	\$11.95
Super Nacho	\$19.95
Fried Wings (6)	\$7.95
Seafood Pancake (Korean Style)	\$13.95
Chili Cheese Fries	\$9.95
Buffalo Wings(8)	\$13.95

Burgers

Hamburger	\$5.95
Cheese Burger	\$6.95
Bacon Cheese Burger	\$7.95
Mushroom Swiss Burger	\$8.95
Jalapeno Swiss Burger	\$7.95
Egg Cheese Burger	\$8.95
Chili Burger	\$9.95
Chicken Burger with Cheese	\$7.95
Fish Burger with Cheese	\$8.95

Burger Combo

Bacon Mushroom Cheese Burger	\$13.95
Hawaiian Swiss Burger	\$13.95
Western Bacon Cheese Burger	\$13.95
Bacon Egg Cheese Burger	\$13.95
Mexican Burger	\$13.95
ABC Burger	\$13.95
Malibu Chicken Burger	\$13.95

Baskets

Chicken Strip (4)	\$15.95
Shrimp Basket (7)	\$16.95
Fish and Chips (3)	\$15.95
Malibu Basket (4)	\$15.95
Scallop Basket (15)	\$15.95
Oyster Basket (13)	\$15.95
Malibu basket(4)	\$18.95
Seafood Combo Basket	\$18.95
Deep Fried Chicken (4)	\$14.95
Clam Basket (8)	\$20.95
Clam Basket	\$15.95

Salads

Chef Salad	\$15.95
Crispy or Grilled Chicken Salad	\$15.95
Chicken Fajita Salad	\$15.95
Garden Salad	\$14.95
Shrimp Salad	\$16.95
Steak Salad	\$16.95
Taco Salad (chicken or beef)	\$15.95
Dinner Salad	\$5.95

Side Order

French Fries	\$3.95
Streak Fries	\$4.95
Curly Fries	\$5.95
Onion Rings	\$5.95
Rice	\$3.95
Kim Chee	\$4.95
Bake Potato	\$4.95
Garlic Bread	\$3.95
Tater Tots	\$5.95

Steaks

Pork Chops	\$19.95
T-Bone Steak	\$24.95
New York Steak	\$24.95
New York w/ Prawns	\$27.95
Steak Teriyaki New York	\$25.95
Added to Sautered Mushroom and Onions	\$2.00

consuming raw or undercooked meats poultry seafood shellfish or eggs may increase your risk of food borne illness

Sandwiches

Grilled Cheese	\$8.95
Grilled Ham & Cheese	\$9.95
B.L.T.	\$11.95
French Dip	\$13.95
Philly Cheese Steak	\$13.95
Club House	\$13.95
Turkey Sub	\$13.95
Burger Steak	\$15.95
New York Steak Sub	\$16.95
Flat Iron Steak	\$18.95
Grilled Chicken Sub	\$13.95
Club Sub	\$14.95
Patty Melt	\$11.95

Family Pack

4 Hamburgers	\$36.95
4 Cheese Burgers	\$38.95
4 Bacon Cheese Burger	\$40.95
4 Bacon Mushroom Cheese Burger	\$44.95

Kids Menu

Cheese Burger w/ Fries	\$8.95
Mini Corn Dog (4) w/ Fries	\$7.95
Chicken Nugget (6) w/ Fries	\$7.95
Cheese Quesadilla w/ Fries	\$7.95
Grilled Cheese w/ Fries	\$7.95
Chicken Strip(2) w/ Fries	\$8.95

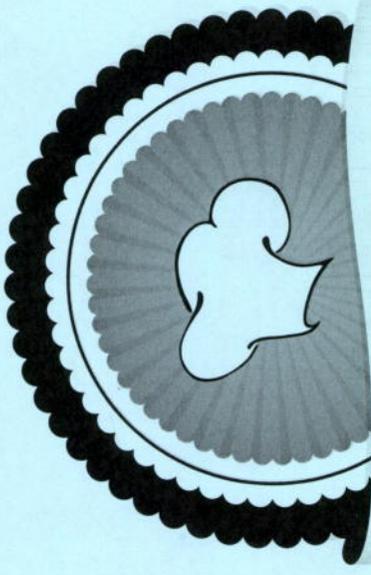
Desserts

Scoop of Ice Cream	\$2.50
Vanilla, Chocolate or Strawberry	
Milk Shake	\$6.95
Root Beer Float	\$5.95
Cheese Cake	\$5.95
Banana Split	\$12.95
Cinnamon Roll	\$4.95

Beverages

Soda	\$1.50
Hot Chocolate	\$2.95
Bottle of Juice	\$3.50
Bottle of Water	\$2.00
Milk	\$2.95
Frozen Bar	\$1.50
Ice Tea	\$2.95
Italian Soda	\$4.95
Coffee/ Hot Tea	\$2.00

Kaigtuten-qaq? Qayagaurlkut



Snack Shack

American & Chinese
Restaurant

Open 7 Days a Week

MON - SAT : 11am - 11pm
SUN : 12noon - 11pm



Fast Delivery

T. 543-2218
520 3rd Ave.



At Snack Shack. We don't cut corners with our food
All prices are subject to change without notice.

JUN 2 '16 PM 12:48



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

550 W 7th Avenue Ste. 1600
Anchorage, Alaska 99501
Main: 907.269.0350
TDD: 907.465.5437
Fax: 907.334.2285

June 27, 2016

City of Bethel
Attn: Lori Strickler
VIA Email: lstrickler@cityofbethel.net

Kwang H Lee – Restaurant Eating Place Liquor License #5499 Snack Shack

- New Application Transfer of Ownership Transfer of Location
 Restaurant Designation Permit DBA Name Change

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



Maxine Andrews
Business Registration Examiner
Direct line: 907-269-0358
Email: maxine.andrews@alaska.gov

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Sincerely,

Maxine Andrews
Business Registration Examiner
maxine.andrews@gmail.com
907-269-0358



CITY OF BETHEL

P.O. Box 1388
Bethel, AK 99559
(907) 543-2047
www.cityofbethel.org

July 15, 2016

Bethel City Council
P.O. Box 1388
300 State Highway
Bethel, AK 99559
via e-mail

Mayor, Vice-Mayor and Members of City Council;

In a matter of an application by Kwang H. Lee – Restaurant Eating Place #5499, Doing Business As (DBA) Snack Shack, 520 3rd Ave., Bethel AK 99559 to State of Alaska Alcoholic Beverage Control Board (ABC) in accordance to AS 04.11.400 (g), 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e): must be approved by the governing body.

Bethel Municipal Code (BMC) 5.08.020(d) requires the City Manager provide a written report to City Council, with a copy to the applicant, listing any objections to the Board's issuance of the application.

According to BMC 5.08.020 (C) City Planner, City Finance Director, City's Fire Chief and Police Chief shall forward written statements to the City Manager outlining their findings:

- (a) City Planner - Planning Commission shall review in part (i) adequacy of parking for the facility (ii) safety of ingress and egress from the premises (iii) proximity to a school or alcoholic inpatient or outpatient treatment and (iv) other relevant factors related to the CUP.

Bethel City Planning Commission (PC) has approved said CUP in a public hearing on May 26, 2016 with the following conditions:

1. Snack Shack liquor license is for a restaurant only.
2. Eliminate the existing front parking area so there is no backing out on to the street.
3. Signage to direct traffic on and off the premises.
4. Sand pads to be filled in the 18-space parking requirement.

(b) Finance Director – determined that the *applicant is in compliance* with BMC 5.08.020 (B)(2). The applicant has no outstanding taxes, assessments, fees or payments for utilities.

(c) Police Chief – determined that there *has not been* excessive calls for service, excessive numbers of conviction or arrests for unlawful activity at the licensed location, police or ambulance reports, reports of unlawful activity at the licensed location or police, fire or ambulance dispatches to the license location.

(d) Fire Chief – determined there *has not been* excessive calls for fire or ambulance services. The applicant has complied with the requested fire, health and safety codes as previously determined by the Fire Chief.

Attached is Exhibit “A” Bethel Fire Chief’s inspection for life and safety conditions for Snack Shack as a restaurant.

Council at that time will review the said application as prescribed under BMC 5.08.030 and will determine in part or *inter alia*: “whether to protest or recommend with conditions, the issuance, renewal or transfer of a liquor license application and shall consider the following factors it believes are pertinent”.

Respectfully,



Ann K. Capela
City Manager

CC: Kwang H. Lee
Patty Burley, City Attorney
Lori Strickler, City Clerk

LIQUOR LICENSE APPLICATION REVIEW

Police Department

Review	Status	N/A
Excess calls for service at the location.	Number of Calls in calendar year <u>3</u> Since 1/1/2015 to date: 8	
Excess numbers of convictions or arrests for unlawful activities at the location.	Number of Calls in calendar year <u>0</u> Since 1/1/2015 to date: 0	

Additional Comments:

The aforementioned information are the results of this query.

It is my opinion, the calls for service are not deemed to be "excessive calls for service, excessive numbers of convictions or arrests for unlawful activity at the license location, police or ambulance reports, reports of unlawful activity at the license location, or police, fire or ambulance dispatches to the license location", as outlined in BMC 05.08.020(B)(3).

Chief of Police's Signature:



7/15/2016

Fire Department

Review	Status	N/A
Excess calls for service at the location.	Number of Calls in calendar year _____	
Excess numbers of convictions or arrests for unlawful activities at the location.	Number of Calls in calendar year _____	

Additional Comments:

Fire Chief's Signature:



CITY OF BETHEL

Fire Department

William F. Howell III, Fire Chief
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
bhowell@cityofbethel.net

Celebrating 50 Years of Service

June 28, 2016

Ann Capela
City Manager
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Re: Snack Shack Fire/EMS Calls for Service

Dear CM Capela,

As per Bethel Municipal Code 5.08.020 Section B, Subsection 3 and Section C, the Bethel Fire Department has not received any excessive Fire or EMS related calls for service at Snack Shack, located at 520 Third Avenue, Bethel, AK 99559.

Sincerely,

Daron Solesbee
Fire Captain

Cc: Bill Howell, Fire Chief



Celebrating 50 Years of Service

CITY OF BETHEL
Fire Department

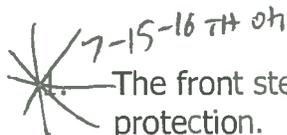
Exhibit "A"

William F. Howell III, Fire Chief
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
bhowell@cityofbethel.net

Kwang H. Lee
Snack Shack
P.O. Box 525
Bethel, AK 99559

July 14, 2016

This letter is a notice of correction for fire and life safety code violations found during a recent inspection of your business on July 11, 2016. You have ten business days to correct the items identified in this report. If you are unable to make corrections in the time frame provided, please contact my office to make other arrangements.



The front steps and rear exit need proper handrails and guards installed for fall protection.

- a. **1013.1 Where required.** Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.7 of the *International Building Code*.
- b. **1009.5 Stairway landings.** There shall be a floor or landing at the top and bottom of each stairway. The width of landings shall not be less than the width of stairways they serve. Every landing shall have a minimum dimension measured in the direction of travel equal to the width of the stairway. Such dimension need not exceed 48 inches (1219 mm) where the stairway has a straight run. Doors opening onto a landing shall not reduce the landing to less than one-half the required width. When fully open, the door shall not project more than 7 inches (178 mm) into a landing. When wheelchair spaces are required on the stairway landing in accordance with [Section 1007.6.1](#), the wheelchair space shall not be located in the required width of the landing and doors shall not swing over the wheelchair spaces.
- c. **1013.2 Height.** Required guards shall be not less than 42 inches (1067 mm) high, measured vertically above the adjacent walking surfaces, adjacent fixed seating or the line connecting the leading edges of the treads.
- d. **1013.3 Opening limitations.** Required guards shall not have openings which allow passage of a sphere 4 inches (102 mm) in diameter from the walking surface to the required guard height.
- e. **13AAC50.070(a)9** Any condition found to be hazardous.

2. Electrical panel in kitchen needs to have 30 inches of clearance from the freezer. Provide for adequate access.
 - a. **605.3 Working space and clearance.** A working space of not less than 30 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches (762 mm), the working space shall not be less than the width of the equipment. No storage of any materials shall be located within the designated working space.
 - b. **605.1 Abatement of electrical hazards.** Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.

3. Extension cords are being used in place of permanent wiring. Extension cords in the back shower room and kitchen need to be removed. Permanent wiring and adequate outlets need to be installed by a qualified electrician.
 - a. **605.5 Extension cords.** Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.
 - b. **605.4 Multiplug adapters.** Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with NFPA 70 shall be prohibited.

4. Grease laden vapor cooking requires use of a Type-1 UL300 Fire Suppression system range hood and annual inspection per code. The cooking hood needs to be cleaned of all residue. Service is in date.
 - a. **609.1 General.** Commercial kitchen exhaust hoods shall comply with the requirements of the *International Mechanical Code*. [M]
 - b. **609.2 Where required.** A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors. [M]
 - c. **609.3 Operations and maintenance.** Commercial cooking systems shall be operated and maintained in accordance with Sections 609.3.1 through 609.3.4.
 - d. **609.3.1 Ventilation system.** The ventilation system in connection with hoods shall be operated at the required rate of air movement, and classified grease filters shall be in place when equipment under a kitchen grease hood is used.
 - e. **609.3.2 Grease extractors.** Where grease extractors are installed, they shall be operated when the commercial-type cooking equipment is used.
 - f. **609.3.3 Cleaning.** Hoods, grease-removal devices, fans, ducts and other appurtenances shall be cleaned at intervals as required by Sections 609.3.3.1 through 609.3.3.3. **609.3.3.1 Inspection.** Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected at intervals specified in Table 609.3.3.1 or as approved by the fire code official. Inspections shall be completed by qualified individuals.
 - g. **TABLE 609.3.3.1 COMMERCIAL COOKING SYSTEM INSPECTION FREQUENCY**

TYPE OF COOKING OPERATIONS	FREQUENCY OF INSPECTION
High-volume cooking operations such as 24-hour cooking, charbroiling or wok cooking	3 months
Low-volume cooking operations such as places of religious worship, seasonal businesses and senior centers	12 months
Cooking operations utilizing solid-fuel burning cooking appliances	1 month

All other cooking operations

6 months

- h. **609.3.3.2 Grease accumulation.** If during the inspection it is found that hoods, grease-removal devices, fans, ducts or other appurtenances have an accumulation of grease, such components shall be cleaned.
 - i. **609.3.3.3 Records.** Records for inspections shall state the individual and company performing the inspection, a description of the inspection and when the inspection took place. Records for cleanings shall state the individual and company performing the cleaning and when the cleaning took place. Such records shall be completed after each inspection or cleaning, maintained on the premises for a minimum of three years and be copied to the *fire code official* upon request.
 - j. **609.3.4 Extinguishing system service.** Automatic fire-extinguishing systems protecting commercial cooking systems shall be serviced as required in Section 904.11.6
 - k. **904.11.2 System interconnection.** The actuation of the fire extinguishing system shall automatically shut down the fuel or electrical power supply to the cooking equipment. The fuel and electrical supply reset shall be manual.
5. Propane storage is non-compliant and unprotected from collision. Propane tanks need to have collision protection installed per code.
- a. **603.9 Gas meters.** Above-ground gas meters, regulators and piping subject to damage shall be protected by a barrier complying with Section 312 or otherwise protected in an *approved* manner.
 - b. **3807.3 Clearance to combustibles.** Weeds, grass, brush, trash and other combustible materials shall be kept a minimum of 10 feet (3048 mm) from LP-gas tanks or containers.
 - c. **3807.4 Protecting containers from vehicles.** Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with Section 312.
5. Provide proper address numbering. The Bethel Fire Department requires 4" white reflective numbers on a 6" wide green reflective background. The current black numbers affixed to the building provide for inadequate visibility at night.
- a. **505.1 Address identification.** New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure.
6. Type K extinguishers must be provided per code. There needs to be a Type K extinguisher in the kitchen.
- a. **904.11.5 Portable fire extinguishers for commercial cooking equipment.** Portable fire extinguishers shall be provided within a 30-foot (9144 mm) travel distance of commercial-type cooking equipment. Cooking equipment involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher in accordance with Sections 904.11.5.1 or 904.11.5.2, as applicable.
7. Exit signs shall be internally and externally illuminated. The exit sign in back needs to be illuminated.
- a. **1027.3 Exit Signs** shall be internally / externally illuminated.
8. Uncovered electrical wiring was observed in the area of the freezer. Proper permanent wiring in conduit should be installed by a qualified electrician.

July 15, 2016

- a. **605.6 Unapproved conditions.** Open junction boxes and open-wiring splices shall be prohibited. *Approved* covers shall be provided for all switch and electrical outlet boxes.
- b. **605.1 Abatement of electrical hazards.** Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.

Sincerely,

Thomas Haviland, F-3, Firefighter/EMT.

CC: William F. Howell III, Fire Chief
Alaska Fire Marshal's Office
City Manager Capela

I Kwang H Lee, as the authorized representative have
Print

received a copy of this notification. [Signature] Date 7.15.16

City of Bethel Action Memorandum

Action memorandum No.	16-48		
Date action introduced:	July 26, 2016	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

SUBJECT/ACTION:

Approve Mayor's appointment of Joseph Morris to the Marijuana Advisory Committee.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s): None |

Amount of fiscal impact		Account information:
X	No fiscal impact	

Action Memorandum 16-48 is sponsored by the Mayor at the request of the City Clerk.

Joseph Morris has requested appointment to the Marijuana Advisory Committee. If appointed, he would be appointed to a term of three years with a term expiration of December 1, 2018.

The Marijuana Advisory Committee has two alternative seat available.

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



APPLICATION FOR APPOINTMENT TO THE MARIJUANA ADVISORY COMMITTEE

NAME: JOSEPH T. MORRIS

MAILING ADDRESS: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

HOME PHONE: [REDACTED] WORK PHONE: [REDACTED]

CELL PHONE: [REDACTED] E-MAIL: [REDACTED]

OCCUPATION: INTENSIVE NEEDS AID EMPLOYER: LKSD

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

NO

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

NO

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

NO

4. Why are you interested in applying for the Marijuana Advisory Committee and what qualifications do you possess to assist the committee in their tasks? *ADDITIONAL INPUT BELOW **

I'M INTERESTED IN HELPING TO FORM THE BEST SOLUTION FOR OUR COMMUNITY INVOLVING THE LEGALIZATION OF CANNABIS IN BETHEL
I'VE A DEGREE IN HORTICULTURE
I CAN RESEARCH ANSWERS FOR ANY CONCERNS INVOLVED IN THE COMMITTEE'S FORMING DEREGULATIONS IN BETHEL AND HOPEFULLY HELP PROVIDE SOLUTIONS FOR CONSIDERATION

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

6. How much time in a month would you be able to provide to meetings and necessary research on marijuana laws and regulations? PROBABLY AS MUCH AS NECESSARY

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

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

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

Signature of Applicant: *Joseph Morris* Date: *7/7/2016*

FOR OFFICE USE ONLY

Date Received: *7/7/2016*

Date of Council Approval: _____ Action Memorandum Number: *AM 16-48*

Date Applicant Notified: _____

Term Expiration: _____

Registered voter of the City Yes No

** I DO BELIEVE CANNABIS DOES HAVE MEDICAL BENEFITS; PLUS I BELIEVE THAT UNDER THE PROPER GUIDLINES FOR GROWING, POSSESSING SALES AND USE OF CANNABIS, IT SHOULD BE LEGALLY ALLOWED*
- I'VE BEEN TO DISPENSARIES, KNOWN PEOPLE WITH MARIJUANA MEDICAL CARDS AND HAVE SEEN SEVERAL SMALL SCALE "GROW" FACILITIES HYDROPONIC & SOIL BASED.
- I WORKED FOR THE DEPT. OF AGRI. AS A PLANT PROTECTION & QUARANTINE OFFICER

Questions to Marijuana Advisory Committee Applicants

1. Do you support legalized marijuana? Yes No

- THE HARSH TREATMENT OF CITIZENS FOR HAVING AND USING A PLANT THAT ACTUALLY DOES HAVE MEDICINAL PROPERTIES AND CAUSES INCREDIBLY LESS NEGATIVE

a. Why or why not?

SITUATIONS IN THE COMMUNITY THEN ALCOHOL DOES, IS UNJUST, IRRESPONSIBLE AND UNCALLED FOR.

- LEGALIZATION OF CANNABIS COULD POSSIBLY LEAD TO AN ACTUAL DECREASE IN DOMESTIC VIOLENCE. (OVER) →

2. As advising on policy and regulations, would you favor more restrictive regulations or more lenient regulations?

LEANING TOWARDS MORE REALISTICALLY LENIENT REGULATIONS

3. Should there be a legal market in Bethel? Yes No

ANSWER TO QUESTION #1

- FROM MOST OF WHAT I'VE EXPERIENCED AND THE FEEDBACK I'VE HEARD ABOUT IT, THE POLICE WILL ACTUALLY BE RELIEVED BY IT'S LEGALIZATION.
- THERE CAN BE TAX BENEFITS.
- I BELIEVE IT WILL HELP "NORMALIZE" THE IMAGE OF CANNABIS FROM THE UNJUSTIFIED "PANANDID" BELIEFS OF THE PAST.

City of Bethel Action Memorandum

Action memorandum No.	16-49		
Date action introduced:	July 26, 2016	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Approve the Bethel Landfill Salvaging Policy

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

Attachment(s): Internal Social Media Policy

Amount of fiscal impact:		Account information:
None	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required.	

The attached Bethel Landfill Salvaging Policy outlines the requirements for public users of the landfill when they are interested in obtaining items at the City Landfill.

It is important to maintain control over the City's property and to ensure safety to patrons when accessing the City's Landfill. The Policy includes a liability waiver to protect the City, as well as limits the time people can access the Landfill to regular business hours when City employees are present to monitor the public's safety.

This Policy will go into effect upon the approval of the City Council.

Effective Date: XX

BETHEL LANDFILL SALVAGING POLICY

POL-

See Also: NA

Approved by: Council AM 16-XX

I. General

The Bethel Landfill is owned and operated by the City of Bethel. It is under the jurisdiction of the Public Works Department. Material in the landfill has been surrendered by its previous owners, and is now the property of the City of Bethel.

Traditionally the people of Bethel have the opportunity to “salvage” products, goods, parts, and materials from the landfill.

II. Policies and Guidelines Required.

It shall be the policy of the City of Bethel for individuals to have opportunity to salvage products, goods, parts and materials from the landfill.

1. Any person desiring to salvage from the landfill will do so at their own risk. They must sign a waiver of immunity to the City of Bethel.
2. Persons will obey all safety instructions from landfill personnel.
3. Salvaging will be allowed only during regular operating hours of the landfill.
4. Salvaging will not interfere with the operations of the landfill.
5. Commercial salvaging operations will not be allowed under this policy.
6. Due to the obligations to do their jobs, and to avoid any conflicts, City of Bethel employees who work at the landfill are not allowed to salvage.
7. Nothing in this policy will prevent the City of Bethel from establishing additional reasonable safety and operating guidelines or rules for landfill salvage.



MEMORANDUM

From: Ann K. Capela, City Manager
To: Public Works Committee 
Cc: City Council
Date: July 16, 2016
Re: City of Bethel Solid Waste Facility "landfill"

This report is written with a goal that it will assist the PW and Council to gain some understanding of the administration's actions regarding the City's landfill. This issue was brought to the City Manager and once allegations/information is brought to the City Manager it could not be set aside for *later*, as some of the conditions or activities taking place at a City landfill may put the City into a risky situation.

Recently, a Bethel resident who is/was in a 'salvage' business brought in a request and wanted to legally purchase a large piece of equipment that was in the City's landfill. BMC Chapter 13.12 outlines that deposit or removal of material from the City's landfill is prescriptive and exclusive. The only way to sell equipment deposited in the landfill is to follow BMC Chapter 4.10 for disposition and sale of City Property. A City employee CAN NOT give away City property at will.

In the same time frame it was alleged that the City "allowed" individuals to "strip copper" at the City's landfill and personally profit from the sale of copper. It was also alleged that there were 'others' who profited from the sale of material retrieved from the City's landfill for "free". These allegations compelled me to look into the City's regulations, practices of safety and security in a City owned facility.

To mitigate further liability and manage the immediate risks to the City, PW Department was instructed to ensure the safety and security of the landfill facility by taking the necessary corrective measures as soon as possible. Activities that are not authorized under the BMC Chapter 13.12 had to cease. Public Works Department needs to develop procedures for safety and security of employees and individuals who are authorized to be on the premises.

To manage the City's risks and liabilities the City's **first** action must be to post better warning signs for dangers to those on the site and to use the facility at their own risk. **Second**, restore and repair fencing around the landfill perimeters. **Third**, all that enter the facility register at the landfill office which will ensure that individuals who enter the facility do not get left behind and locked in after hours. City Council may consider amending BMC that will allow for "salvaging or scavenging" at the landfill.

Until then, to allow unrestricted and unsupervised access to the City's landfill site is placing the City at an enormous risk. This facility is licensed as a landfill not as a salvage yard. The City's insurance and liability may not cover the City, especially if the City is aware of dangerous conditions in the landfill and does nothing to mitigate the dangers. Further; all the open, unsecured containers, uncrushed vehicles may be considered a "lure to children".

Google Maps Bethel

(PHOTO) 2015 CITY OF BETHEL, LANDFILL SITE



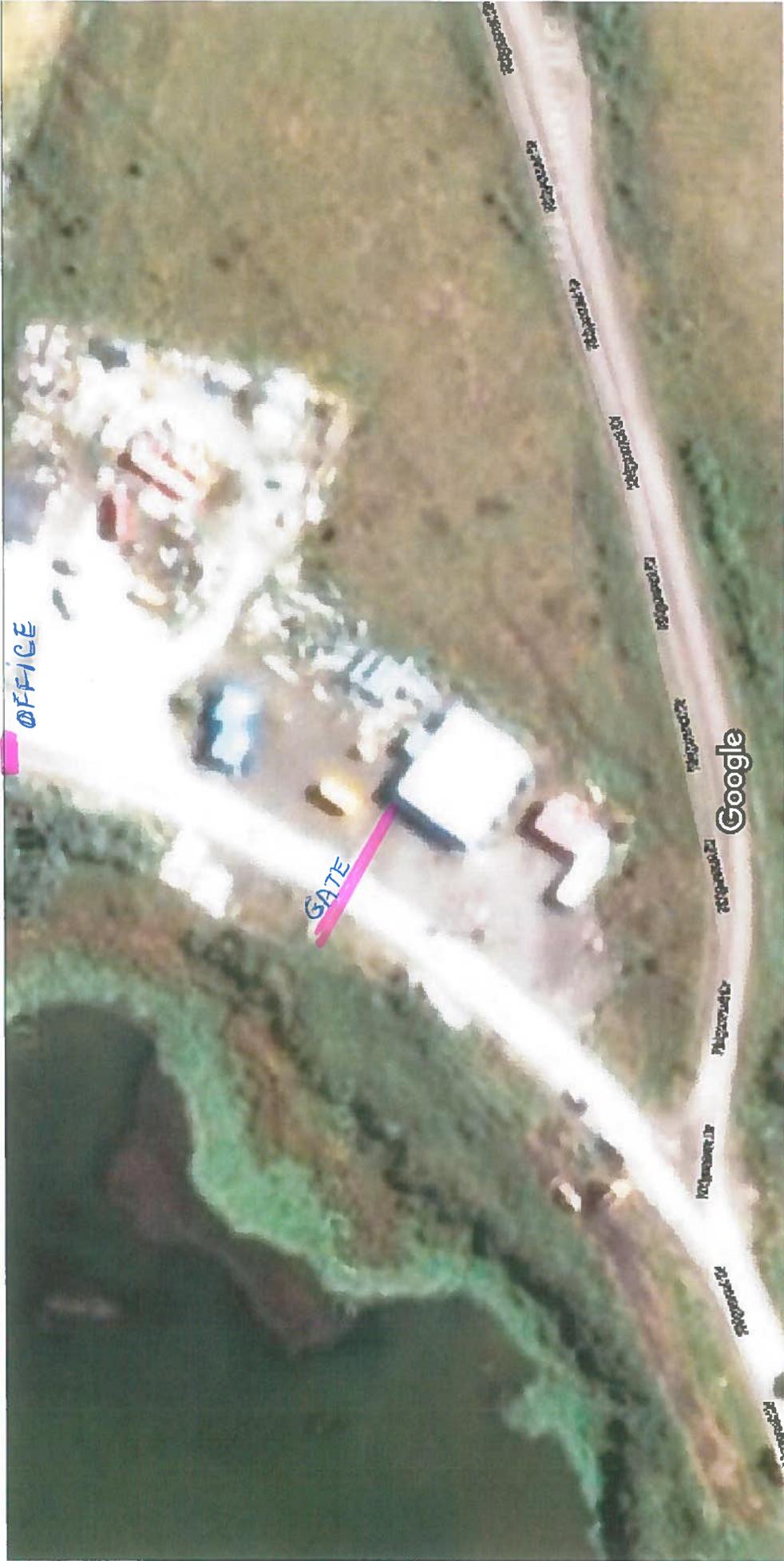
Imagery ©2016 DigitalGlobe, Map data ©2016 Google 200 ft

Google

GATE

OFFICE





Imagery ©2016 DigitalGlobe, Map data ©2016 Google 50 ft



Landfill Map

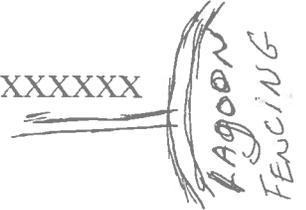
GATE

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Fence

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Landfill Office



Refrigerator and Freezers

Vehicles

Tires

Metal

New Metal Pile

Construction Debris Plus

Brush Pile

Cover Material

Cover Material

Dumpster Trash Only

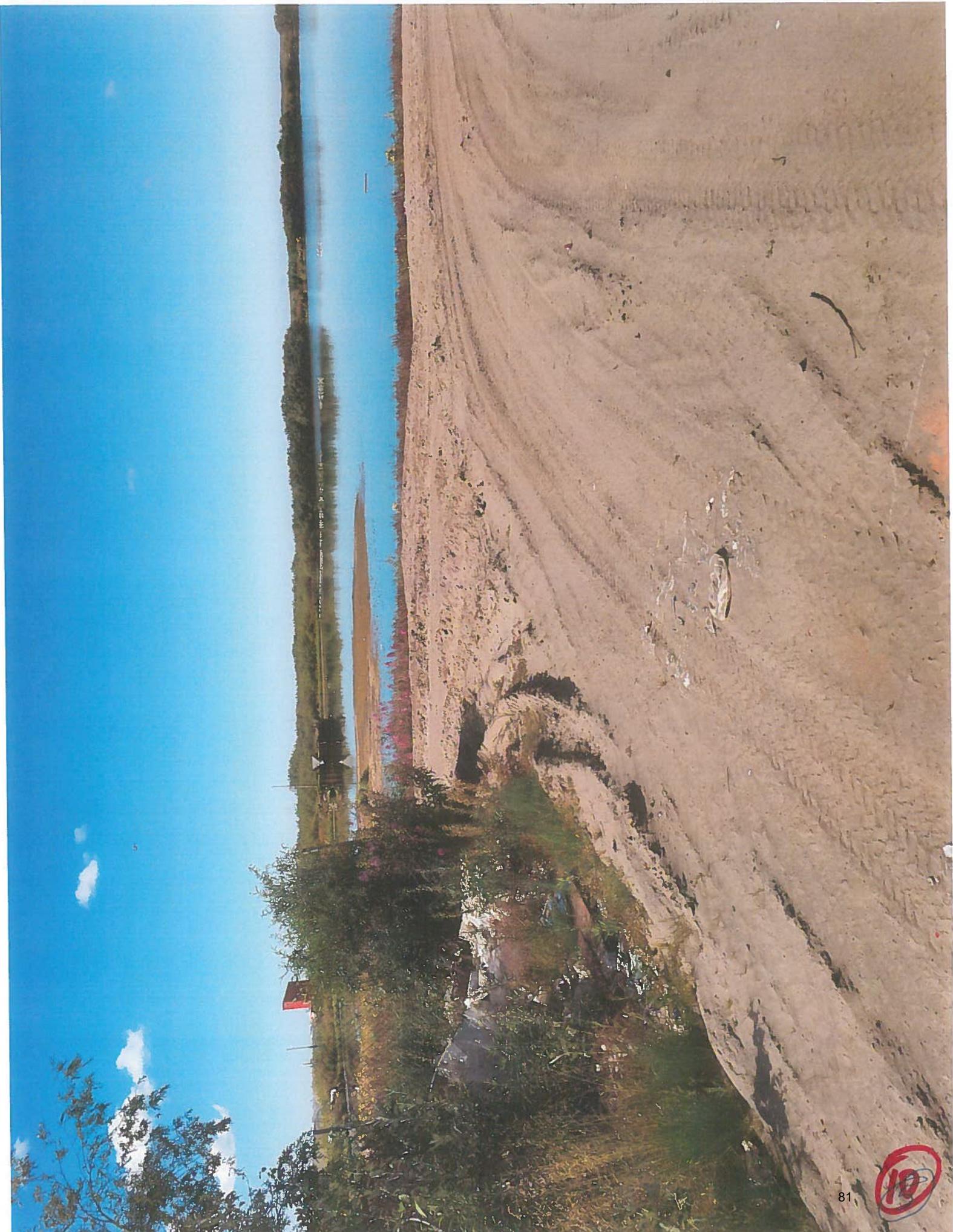












Chapter 13.12 SOLID WASTE COLLECTION AND DISPOSAL

Sections:

13.12.010	Definitions.
13.12.020	Contracts.
13.12.030	Application for service.
13.12.040	Credit establishment – Deposits.
13.12.050	Changes in service.
13.12.060	Notices.
13.12.070	Billing.
13.12.080	Delinquency.
13.12.090	Discontinuance.
13.12.100	Collection vehicles.
13.12.110	Garbage wrapping or containers.
13.12.120	Garbage can maintenance.
13.12.130	Containers required.
13.12.140	Container racks.
13.12.150	Container specifications.
13.12.160	Bulk containers.
13.12.170	Frequency of emptying.
13.12.180	Removal of waste material and debris.
13.12.190	Service provided by city.
13.12.200	Placement of containers for collection.
13.12.210	Plant trimmings and cuttings.
13.12.220	Ashes, dust or sweepings.
13.12.230	Large boxes or containers.
13.12.240	Nonconforming receptacles.
13.12.250	Unlawful deposit of solid waste.
13.12.260	Unlawful deposit on public ways – Hazardous or loathsome materials.
13.12.270	Unlawful deposit on public ways – Debris and hulks.
13.12.280	Depositing trash on land of another.
13.12.290	Landfill use.
13.12.300	Experiments and innovations.
13.12.310	Violation – Infraction.

13.12.010 Definitions.

Whenever, in any section of this chapter, the following terms are used, they shall have the meanings respectively ascribed to them in this section:

- A. "City" means the city, acting through its city council and/or its city manager.
- B. "Collection" means the operation of gathering together and transporting to the point of disposal garbage, rubbish and waste material.
- C. "Contractor" means the person, persons, firm or corporation entering into a contract with the city for the collection and disposal of garbage, rubbish and waste material.
- D. "Department" means the city public works department.



E. "Disposal" means the complete operation of treating and/or disposing of the accumulation of garbage, rubbish and waste material, and the product or residue arising from such treatment.

F. "Garbage" means and includes all animal and vegetable refuse from kitchens, all household waste which has been prepared from food or shall have resulted from the preparation of food, all table refuse or offal, and every accumulation of animal, vegetable, or other matter that attends the preparation, consumption, marketing, packing, canning, storage, and decay of meat, fish, fowl and vegetables, and fruit intended for human consumption; also dead animals and the accumulation from restaurant grease traps, but not dishwasher nor wastewater.

G. "Nonresidential customer" means any owner of property provided solid waste services that is not a three (3) unit or less residential family dwelling, including industrial and commercial properties.

H. "Person" means and includes individuals, firms, associations and corporations.

I. "Rubbish" means and includes tree and shrubbery trimmings, lawn renovating grass, weeds, leaves, chips, paper, pasteboard, magazines and books, rags, rubber, carpets, clothing, boots, shoes, hats, straw packing, boxes and cartons, crates, packing materials, furniture and all other kinds of combustible rubbish, trash or waste material which ordinarily accumulates in the operation of a household or business. "Rubbish" does not include manure or waste from any poultry yard or stable.

J. "Waste material" means and includes broken crockery, broken glass, ashes, cinders, shells, bottles, tin cans, metals and other similar noncombustible waste material resulting from the operation of a household or business, but does not include discarded automobile or truck bodies or other bulky or heavy objects, nor waste material resulting from any manufacturing, building or construction operation. [Ord. 04-06 § 2; Ord. 04-03 § 2; prior code § 11.08.010.]

13.12.020 Contracts.

A. Contract. The city and its duly authorized agents, servants and employees, or any contractor or contractors with whom the city may at any time enter into a contract therefor, and the agents, servants and employees of such contractor or contractors, while any such contract shall be in force, shall have the exclusive right or waive such right to a person to gather, collect and remove garbage, rubbish and other waste material from all premises in the city, and no person other than those above-specified shall gather, collect or remove any garbage, rubbish or waste material or convey or transport any garbage, rubbish or waste material from any premises in the city, and no person other than those above-specified shall take any garbage, rubbish or waste material from any receptacle in which the same may be placed for collection or removal, or interfere with or disturb any receptacle or remove any such receptacle from any location where the same is placed by the owner thereof; provided, however, that nothing in this section prohibits the occupant of any dwelling house from himself removing or causing the removal of any garbage or rubbish accumulated on the premises occupied by him as a dwelling house and disposing of the same in a lawful manner.

B Exclusive Rights. The city, and its duly authorized agents, servants and employees, or any contractor or contractors with whom the city may at any time enter into a contract therefor, and the agents, servants and employees of such contractor or contractors, while any such contract is in force, shall have the exclusive right to collect, remove and dispose of garbage, rubbish and other waste material from the city sanitary landfill, and no person other than those specified in this section shall collect, remove or dispose of any garbage, rubbish or waste material, or convey or transport any garbage, rubbish or waste material to the city sanitary landfill. [Prior code § 11.08.020.]

13.12.030 Application for service.



Each applicant for garbage, rubbish and waste material collection service shall sign an application form provided by the city clerk, giving the date of application, location of the premises to be served, the date the applicant desires services to begin, class of service, the address for mailing bills, and such other information as the department may reasonably require. By signing the application, the applicant agrees to abide by this chapter and all resolutions or regulations promulgated under this chapter and the applicant agrees to have placed in an approved location a number which conforms to the street numbering system of the city. The application is a request for service and does not require the city to furnish service. [Prior code § 11.08.030(1).]

13.12.040 Credit establishment – Deposits.

At the time application for service is made, the applicant shall establish credit with the finance department.

A. Establishment of Credit. A utility deposit will be required. A deposit equal to two (2) months' service, but not less than twenty dollars (\$20), shall be required. Credit history will be based upon an applicant's past utility payment record and a deposit will not be required if it is determined that the applicant has not been delinquent more than once in the applicant's most recent twelve- (12-) month period. Once a customer has established an acceptable credit history for twelve (12) months, the deposit shall be refunded.

B. Deposits. No service shall be furnished until the deposit is made with the finance department, and the applicant will be given a receipt for the deposit. The deposit is not a payment on account. In the event garbage, rubbish and waste material collection service is discontinued, the deposit will be applied to the closing bill, and any amount in excess of the closing bill will be refunded to the applicant.

C. Forfeiture of Deposit. If a customer's account becomes delinquent and service is discontinued, the deposit shall be applied to the unpaid balance. Garbage, rubbish and waste material collection service shall not be restored to the customer at any premises in which the customer resides within the city until all outstanding water bills due the city from the customer have been paid and the cash deposit replaced in an amount equal to the department's estimated bill for two (2) months' service together with a thirty-five dollars (\$35) service charge for the restoration of services. (Amds. 11 and 12, § 3 to Ord. 85; prior code § 11.08.030(2).]

13.12.050 Changes in service.

A. Increased Level of Service. Existing customers in good standing may increase their level of service without an additional deposit due providing the original deposit equals two (2) months of service. Customers who are not in good standing shall be required to pay all outstanding balances before an increased level of service will be provided.

B. Decreased Level of Service. Existing customers may decrease their level of service. A reduction in deposit will not be given.

C. Fees for Changes in Level of Service.

1. Two changes in level of service per calendar year shall be allowed to a customer in good standing at no charge. Thereafter, a fee of twenty-five dollars (\$25) will be due for any additional changes made. Customers not in good standing will be required to pay twenty-five dollars (\$25) for each change in level of service.

2. Per calendar year, one (1) reconnection after a disconnection shall be given to a customer in good standing at no charge. All reconnections thereafter will be charged a fifty dollars (\$50) reconnection fee. Customers not in good standing will be required to pay fifty dollars (\$50) for each reconnection after a disconnection. [Ord. 02-31 § 4; Ord. 01-09 § 8; Amd. 11 to Ord. 85; prior code § 11.08.030(3).]

13.12.060 Notices.



A. To Customers. Notices from the department to a customer will normally be given in writing, and either mailed to or delivered to the customer at his last known address. Where conditions warrant and in emergencies, the department may notify the customer either by telephone or messenger.

B. From Customers. Notices from customers to the department shall be given by the customer in writing on a city utility form to the utility/finance office or to the utility services foreman of the department duly authorized to receive notices or complaints. [Ord. 02-10 § 5; prior code § 11.08.040.]

13.12.070 Billing.

A. All bills shall be mailed on or before the fifth (5th) day of each month.

B. Each bill entered shall be due upon receipt. If the bill is not paid by the twenty-fifth (25th) day of the month in which it is mailed, or twenty (20) days after the date the bill is mailed, whichever is later, the account shall be considered delinquent.

C. If the date upon which a bill would be considered delinquent falls on a day that the city does not conduct business, the bill will become delinquent at the end of the next day that the city conducts business.

D. Payments sent by mail and postmarked on or before the day that a bill would be considered delinquent will not be considered delinquent.

E. Allowances for late payments from circumstances that delay normal payment of bills and delays in the mail, such as bad weather, volcanic eruptions or national emergencies, can be made by appropriate city staff.

F. Customers shall have ninety (90) days beyond current payment due date for any corrections or adjustments. [Ord. 09-13 § 2; Ord. 02-10 § 6; Ord. 93-38 § 4; Amd. 11 to Ord. 85; prior code § 11.08.050(1), (2).]

13.12.080 Delinquency.

A. The finance department shall send a notice of account delinquency to each customer when the account becomes delinquent.

B. Within fifteen (15) days after an account becomes delinquent, garbage, rubbish and waste material collection service will be discontinued if the delinquent account is not paid in full prior thereto.

C. On the discontinuance of service date, any agent of the department or city may discontinue garbage, rubbish and waste material collection service.

D. Interest on delinquent accounts shall be paid at the rate of fifteen (15) percent per annum. Delinquent payments, with interest, shall constitute a lien on real and personal property of the person or entity whose account is delinquent.

E. The city has the authority to collect from the delinquent customer all expenses that relate to the collection effort including: (1) cost of collection; (2) attorney's fees; (3) recorder's fees; (4) court costs. [Ord. 95-24 § 6; Amd. 11 to Ord. 85; Ord. 170, 1986; prior code § 11.08.050(3).]

13.12.090 Discontinuance.

A. On Customer Request. Each customer shall give the department written notice of his intention to discontinue garbage, rubbish and waste material collection service at least two (2) days prior to the date he wishes such service discontinued, and shall specify the date service is to be discontinued; otherwise, the customer will be responsible for all garbage, rubbish and waste material collection service supplied to the premises until the department shall receive notice of such discontinuance. Upon discontinuance of such service, a bill shall be rendered and such bill shall be payable immediately. In no case will the bill be less than the monthly minimum



specified in the current garbage, rubbish and waste material collection rate schedule for the class or classes of garbage, rubbish and waste material collection service theretofore furnished.

B. Nonpayment of Service Charges. If garbage, rubbish and waste material collection service charges are not paid when due by any person, firm, corporation or other entity whose premises are served by such service, then such service provided to that customer may be discontinued because of the default in the payment of the garbage, rubbish and waste material collection service charges.

C. Proper Customer Facility. The department may refuse to furnish garbage, rubbish and waste material collection service and may discontinue such service to any premises without prior notice where garbage, rubbish and waste material facilities or equipment used for the disposal of garbage, rubbish and waste material by the customer are dangerous, unsafe or not in conformity with the regulations of this chapter. [Prior code § 11.08.060.]

13.12.100 Collection vehicles.

All vehicles used in collecting and conveying garbage in the city shall be provided with bodies which shall be kept watertight at all times and thoroughly cleansed. All vehicles used in collecting and conveying rubbish and waste material shall be provided with bodies so constructed as to prevent the loss of any contents thereof upon the streets, alleys or highways of the city. [Prior code § 11.08.070.]

13.12.110 Garbage wrapping or containers.

At all locations where residence, dwelling, commercial and industrial units exist, garbage shall be drained to remove its liquid content, and, after drainage, wrapped or packaged in such a manner as will eliminate odor, and may then be placed in the rubbish and waste material containers as provided in this chapter, for removal and disposition in the same manner as rubbish and waste material. If the person or persons having charge or control of any premises where residence, dwelling, commercial and industrial units exist choose not to drain and wrap the garbage in the manner described in this section, then such person or persons shall place and keep all garbage which accumulates on such premises in an approved receptacle, each of which shall be watertight and shall have a tight-fitting cover, and suitable handles on the outside thereof for the lifting of the receptacle and its contents. Such covers shall be kept upon each of the receptacles at all times, except when the receptacle is being filled or while the receptacle is being emptied. [Prior code § 11.08.080.]

13.12.120 Garbage can maintenance.

All persons shall cause all garbage receptacles on their premises to be emptied and kept cleaned and dried, and all garbage to be removed from the premises and disposed of in some lawful manner at least every two (2) calendar weeks. [Prior code § 11.08.090.]

13.12.130 Containers required.

Every person occupying or having control of any residence, dwelling, commercial or industrial unit in the city shall provide a type of container or receptacle suitable for the accumulation and collection of rubbish and waste material, the type of container or receptacle to be in conformity with the provisions of this chapter. [Prior code § 11.08.100.]

13.12.140 Container racks.

Every person occupying or having charge or control of any residence, dwelling, commercial or industrial unit in the city shall provide a type of container or receptacle rack so designed as to prevent the upsetting or spillage of such containers or receptacles by wind, weather, dogs, cats and/or other animals, or accidents. [Prior code § 11.08.110.]



13.12.150 Container specifications.

All containers or receptacles for the accumulation and collection of garbage, rubbish and waste material from residence, dwelling, commercial or industrial units shall conform to the following minimum specifications:

- A. Each such container or receptacle shall have a maximum capacity of forty (40) gallons.
- B. Each such container or receptacle shall have a maximum weight when filled of seventy-five (75) pounds.
- C. Each such container or receptacle shall have a maximum weight when empty of thirty (30) pounds.
- D. Each such container or receptacle shall be constructed of metal, plastic or rubber, of sufficient quality to serve as such a container or receptacle; provided, however, that no corrugated cardboard box shall be permitted to serve as such container or receptacle, except as provided in this chapter; and provided further, that no fifty- (50-) gallon or fifty-five- (55-) gallon steel petroleum drums or barrels shall be permitted, unless properly cut down and provided with a tight-fitting lid and handles. [Prior code § 11.08.120(1).]

13.12.160 Bulk containers.

No other type of container or receptacle shall be permitted for the accumulation and collection of rubbish and waste materials from residences, dwellings, and commercial and industrial units, except certain bulk rubbish and waste material containers approved by the public works department of the city and supplied to the residence or dwelling unit by the city or contractor, as the term contractor is defined by this chapter. Such bulk rubbish and waste material containers shall be kept in a clean and sanitary condition by the person occupying or having charge or control of the residence, dwelling, or commercial or industrial unit for which such bulk rubbish or waste material container is provided. Such bulk rubbish and waste material containers shall be provided with lids which shall be kept tightly closed at all times except during the process of filling or emptying such bulk containers. [Ord. 04-06 § 3; Ord. 04-03 § 3; prior code § 11.08.120(2).]

13.12.170 Frequency of emptying.

All persons shall cause rubbish and waste material containers or receptacles to be emptied and all rubbish and waste material removed from said premises and disposed of in some lawful manner, such removal and disposal to be accomplished at least once each calendar week in case of rubbish, and at least once each calendar month in case of waste material, except as provided in BMC [13.12.180](#). [Prior code § 11.08.130.]

13.12.180 Removal of waste material and debris.

Every person occupying or having charge or control of any premises in the city shall, at least once in each calendar month, collect and dispose of all waste material and debris, such as discarded automobile bodies, and similar heavy or bulky objects, and all other waste not included in the meaning of waste material as defined in BMC [13.12.010](#), which may have accumulated on his premises; provided, that building or construction waste and debris shall be removed weekly and upon completion of construction. All such waste and debris in this section defined shall be moved to such dump grounds as may be provided or designated by the city. [Prior code § 11.08.140.]

13.12.190 Service provided by city.

The city shall provide for the collection and disposal of rubbish, waste material and garbage from all residence, dwelling, commercial and industrial units in the city. Such provision may be made either by letting a contract for such collection and removal, or otherwise. The public works department of the city and/or the contractor shall have charge and supervision of such collection and removal, and shall prescribe established routes and days for collection and removal of rubbish, waste material and garbage from residence, dwelling, commercial and industrial units so as to conform with the provisions of any section of this chapter, and may change the same



from time to time. When such routes or days of collection are established or changed, he shall give notice thereof in such manner as he deems best. [Prior code § 11.08.150(1).]

13.12.200 Placement of containers for collection.

Rubbish or waste material or garbage containers or receptacles shall be placed at a point along a dedicated public right-of-way adjacent to the residence, dwelling, commercial or industrial unit, as that point is agreed upon by the public works department of the city or the contractor and the person. In no case shall rubbish, waste material or garbage containers or receptacles be placed on private property of the residence, dwelling, commercial or industrial unit for collection and removal unless the public works department of the city and/or the contractor and the person have approved such private property location as being readily accessible to the contractor for pickup and loading of the rubbish and waste material. [Prior code § 11.08.150(2).]

13.12.210 Plant trimmings and cuttings.

Whenever brush or shrub trimmings, trees, logs or lawn cuttings are placed in any designated location for collection and disposal by any person owning or occupying any residence, dwelling, commercial or industrial unit in the city, one (1) of the following methods of placement of the material shall be utilized by such person:

A. Brush and shrub trimmings, trees or logs placed in the rubbish or waste material containers described in this chapter shall not exceed a length of three (3) feet, and shall be securely tied and bound in bundles not to exceed one (1) foot in diameter.

B. Brush, shrub and tree trimmings, as well as lawn clippings, may be placed in disposable corrugated cardboard containers or other type of cardboard boxes, which cardboard containers shall not be returnable. Brush, shrub and tree trimmings shall not include branches or logs when the branches or logs are more than three (3) inches in diameter, or more than three (3) feet in length. In no case shall brush, shrub and tree trimmings, or lawn clippings, placed in a disposable corrugated cardboard container or other type of cardboard container, exceed sixty-five (65) pounds in weight. [Prior code § 11.08.160.]

13.12.220 Ashes, dust or sweepings.

Every person occupying or having charge or control of any residence, dwelling, commercial or industrial unit in the city who has need for the disposal of ashes or other residue from combustion, or vacuum cleaner dust or sweepings, shall place the ashes or residue, or vacuum cleaner dust or sweepings, in disposable containers or receptacles and such containers or receptacles shall be tightly closed. [Prior code § 11.08.170.]

13.12.230 Large boxes or containers.

Every person occupying or having charge of or control of any residence, dwelling, commercial or industrial unit in the city, who has need for the disposal of large appliance cartons, shipping crates, or similar large boxes or containers, or small nonbulky items of furniture, shall disassemble such boxes or containers or the items of furniture prior to placement for collection and disposal, or provide by specific contract for its removal. [Prior code § 11.08.180.]

13.12.240 Nonconforming receptacles.

After July 1, 1977, all rubbish and waste material receptacles and containers which do not conform to the specifications contained in this chapter shall become illegal for the collection and disposal of rubbish and waste materials from all residence, dwelling, commercial or industrial units. If, after July 1, 1977, such nonconforming containers and receptacles are placed in a position for collection and disposal, such nonconforming containers and receptacles shall be collected by the city. Every person occupying or having charge or control of any residence, dwelling, commercial or industrial unit in the city may request that such nonconforming rubbish and



waste material containers or receptacles be removed by the city at no expense to the owner or occupier of the residence, dwelling, commercial or industrial unit. [Prior code § 11.08.190.]

13.12.250 Unlawful deposit of solid waste.

No person shall throw, place, scatter or deposit any garbage, rubbish or waste material in or upon any public alley, street, or highway, park or other public place, in the city, except as expressly authorized in this chapter; nor throw, place, scatter or deposit any garbage or rubbish or waste material upon or below the surface of any premises. [Prior code § 11.08.200.]

13.12.260 Unlawful deposit on public ways – Hazardous or loathsome materials.

It is unlawful for any person or persons, firm or corporations to throw or deposit, or permit to be thrown or deposited, into or upon any public street, sidewalk, snow machine trail, park or common within the city any broken glass, broken wire, rubbish, garbage, dead animals, offal or filth of any kind, or to fill or deposit or cause to be thrown or deposited in or upon any sidewalk, street or snow machine trail within the city any broken or cracked glass, ice or other similar substances. [Prior code § 11.08.210.]

13.12.270 Unlawful deposit on public ways – Debris and hulks.

A. It is unlawful for any firm, person or corporation to dump, deposit, place or leave, or cause to be dumped, deposited, placed or left any waste material, debris, rubbish, scrap iron, destroyed automobiles or automobile bodies, truck or truck bodies, similar heavy, bulky objects, or any other waste within any streets, sidewalks, snow machine trails or alleys within the city.

B. Violation of this provision is a misdemeanor, and each day or part of a day during which such violation continues shall be a separate misdemeanor and shall be punishable as provided in this code. [Prior code § 11.08.220.]

13.12.280 Depositing trash on land of another.

No person shall place or deposit on the land of another any tin can, trash, refuse, rubbish, garbage, offal, nauseous substance, tree trimmings, grass cuttings, animal or vegetable matter, muck, automobiles, automobile bodies, trucks, truck bodies or any material which may become a nuisance, decayed or putrid:

A. On land owned by another without the owner's permission; or

B. In any garbage container owned by another, including a bulk container or dumpster, without the owner's permission. [Ord. 04-06 § 4; Ord. 04-03 § 4.]

13.12.290 Landfill use.

A. After September 1, 1980, no commercial entity shall be allowed without permit to use the city-owned sanitary landfill except upon acquiring a permit from the city. The cost of such permit shall be:

1. Commercial single-use permit	\$43.80
2. Commercial monthly use permit	\$131.40
3. Commercial yearly use permit	\$1,393.20

B. In no event shall any person, except for the city's fire department, burn garbage, rubbish or waste material at any city-owned sanitary landfill site.

C. Residential and commercial permits issued by the city may be immediately revoked by the public works department if any person who has acquired such permit violates any section of this chapter.

D. The city council may permit free use of the city's sanitary landfill by all persons. [Ord. 12-02 § 2; Ord. 09-22 § 2; prior code § 11.08.240.]

13.12.300 Experiments and innovations.

Nothing in this chapter shall be construed to prohibit the use of experimental and/or innovative processes or procedures for garbage, rubbish and waste material disposal. The operation of such device, process or procedure shall have the prior approval of the public works committee of the city council. The committee shall approve all such devices, processes and procedures that are not in conflict with the health and welfare of the city.

Applications for approval of such devices, processes and procedures shall be made to the public works director and any appeal from a decision of the public works committee shall be to the council as a whole. [Prior code § 11.08.250.]

13.12.310 Violation – Infraction.

Any person, firm or corporation violating any of the provisions of this chapter is guilty of an infraction, and each such person, firm or corporation is guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Each infraction of this chapter shall be subject to a maximum penalty of one thousand dollars (\$1,000). [Ord. 07-28 § 2; prior code § 11.08.260.]

The Bethel Municipal Code is current through Ordinance 16-12, passed April 26, 2016.

Disclaimer: The City Clerk's Office has the official version of the Bethel Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

I. Serve as city personnel officer unless the council authorizes him to appoint a personnel officer;

J. Direct and supervise the administration of:

1. The functions of all city officers and employees except as provided otherwise in this title,

 2. The care and custody of all city buildings and of all real property of the city, except as provided otherwise by AS 29.33.050.

3. The construction, maintenance and operation of all city roads, bridges, drains, buildings, and other public works;

K. Execute other powers and duties specified by Alaska law or lawfully prescribed by the council;

L. The city council shall designate by resolution a city administrative officer to act as manager during the manager's absence or disability. [Ord. 160 § 1, 1985.]

The Bethel Municipal Code is current through Ordinance 16-12, passed April 26, 2016.

Disclaimer: The City Clerk's Office has the official version of the Bethel Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

(b) A petition for the adoption of a manager plan shall meet the requirements of AS 29.26.110 - 29.26.160 except, instead of containing an ordinance or resolution, the application submitted under AS 29.26.110(a) must contain the question of whether a manager plan for the municipality should be adopted and material required under AS 29.26.120(a)(1) and (2) shall be replaced with the same question.

(c) If the clerk certifies under AS 29.26.140 that a petition is sufficient, the petition shall be submitted to the governing body. (§ 7 ch 74 SLA 1985; am § 4 ch 80 SLA 1989)

Effect of amendments. The 1989 amendment, effective August 30, 1989, rewrote this section.

Sec. 29.20.470. Election on adoption of manager plan.

The governing body shall provide by ordinance or resolution for a vote on the question of adopting a manager plan at the next election when it

(1) receives a petition to submit the question to the voters that has been certified as sufficient by the clerk; or

(2) adopts a motion to submit the question to the voters. (§ 7 ch 74 SLA 1985; am § 5 ch 80 SLA 1989)

Effect of amendments. The 1989 amendment, effective August 30, 1989, rewrote this section.

Sec. 29.20.480. Adoption of manager plan.

(a) If a manager plan is approved, the governing body shall, within 60 days, adopt the plan by ordinance or resolution.

(b) The governing body shall notify the department of the adoption of a manager plan. (§ 7 ch 74 SLA 1985)

Sec. 29.20.490. Appointment of manager.

(a) The governing body shall appoint a manager by a majority vote of its membership. A manager is chosen on the basis of administrative qualifications and receives the compensation set by the governing body. A member of the governing body may not be appointed manager of the municipality sooner than one year after leaving office, except by a vote of three-fourths of the authorized membership of the governing body.

(b) Subject to the contract of employment, the manager holds office at the pleasure of the governing body. (§ 7 ch 74 SLA 1985)

Sec. 29.20.500. Powers and duties of a manager.

The manager may hire necessary administrative assistants and may authorize an administrative official to appoint, suspend, or remove subordinates. As chief administrator the manager shall

(1) appoint, suspend, or remove municipal employees and administrative officials, except as provided otherwise in this title and AS 14.14.065;

(2) supervise the enforcement of municipal law and carry out the directives of the governing body;

(3) prepare and submit an annual budget and capital improvement program for consideration by the governing body, and execute the budget and capital improvement program adopted;

(4) make monthly financial reports and other reports on municipal finances and operations as required by the governing body;

~~(5) exercise custody over all real and personal property of the municipality, except property of the school district;~~

(6) perform other duties required by law or by the governing body; and

(7) serve as personnel officer, unless the governing body authorizes the manager to appoint a personnel officer. (§ 7 ch 74 SLA 1985)

Sec. 29.20.510. Intergovernmental appointment of manager.

A borough adopting a manager plan may, on agreement with a city in the borough, provide that the manager of the city serve also as borough manager. A city adopting a manager plan may, on agreement with the borough in which it is located, provide that the manager of the borough serve also as city manager. Appointment and service of the manager shall be as provided in AS 29.20.490 - 29.20.500. Nothing in this section affects the authority of the governing body to provide for other dual officeholding if the dual offices held are compatible, or otherwise to appoint officials and employees in accordance with law. (§ 7 ch 74 SLA 1985)

Sec. 29.20.520. Repeal of manager plan.

A municipality may repeal a manager plan by following the procedures under AS 29.20.460 - 29.20.480 for adoption of a manager plan. except the question shall be whether the manager plan should be repealed. Within 60 days after certification of the election approving repeal of a manager plan, the governing body shall enact provisions for the reorganization of the municipal executive and administrative functions. (§ 7 ch 74 SLA 1985; am § 6 ch 80 SLA 1989)

Effect of amendments. The 1989 amendment, effective August 30, 1989, rewrote the first sentence and inserted "certification of the election approving" in the second sentence.

City of Bethel Action Memorandum

Action memorandum No.	#16- <u>50</u>		
Date action introduced:	July 26, 2016	Introduced by:	Ann K. Capela
Date action taken:		Approved	Denied
Confirmed by:			

SUBJECT/ACTION:

This item is before the City Council to request an approval of an amendment (Change order #2) to the existing contract between the city of Bethel and DOWL for the project known as the Institutional Corridor (IC) piped water project. The request is to authorize an additional dollar amount of \$90,000 to the engineering services contract. Bringing the total contractual amount from \$592,211.30 to \$682,211.30.

Route to Department/Individual	Initials	Remarks
Muzaffar Lakhani/PW Director		Need to obtain City Council approval.
Patty Burley/ City Attorney		
Administration/Ann K. Capela	AKC	

Attachment(s): Amendment to the contract describing additional services and fees.

Fiscal Impact Amount	Description	Account information
\$90,000.00 (Ninety Thousand dollars)	For additional design work and easement acquisition services.	Grant funded: Acct # 45-50-643

Summary statement

DOWL HKM, City's consulting Engineers on the "Institutional Corridor Piped Water Supply Project" submitted the 90% design to DOT&PF (The Alaska Department of Transportation & Public Facilities) to obtain the permit to construct the new proposed pipe in the Public Right Of Way (ROW) of the Chief Edie Hoffman Highway "CEHH". The request was denied by the DOT (Which they had no objections when 30% design alignment was submitted for DOT's approval about a year ago), saying that there might be a plan to add a third lane to the CEHH and that, the department in the light of new information, cannot approve the city's request. DOT directed the city to re-design the alignment of the pipe outside the public ROW. This will involve moving the pipe design outside the Public ROW, acquisition of additional easements, shortening the route; redesign the road crossings and new route along with the other services.

This increase of \$90,000.00 will bring the total contract amount to \$682,211.30 (Six Hundred eighty-two thousand, two hundred eleven dollars and 30/100).

Change Order # 2

Professional Consulting Services

For Design, bidding and Construction Administration Agreement

Between DOWL Engineering & City of Bethel, I.C. Piped Water/Sewer Project

This change order #2 is made this ----- day of July, 2016 by and between the City of Bethel, a municipal Corporation (hereinafter "City") and DOWL, HKM 4041 B Street, Anchorage, AK 99503

Pursuant to section 1.3, Scope of Services of the Agreement, previously entered into between the parties: the parties hereby mutually agree to modify the contract as follows:

Section 2, Billing Rate, (Statement of the Work, Exhibit A), is amended to read:

An additional amount of \$90,000.00 (Ninety Thousand dollars) will be added to the Not to exceed original contract amount of \$592,211.30. The new total compensation shall not exceed \$ 682,211.30 (Six Hundred Eighty two thousand, two Hundred eleven dollars and 30/100).

The additional dollar amount approved shall cover the following additional services listed as follows:

Any out of scope work performed by DOWL on this project. Additional 12 twelve easements (ROW) including lot # 29 (If needed for the project construction) will be acquired and recorded/executed, to accommodate the construction of one of the two alternate alignments shown in RED (7500 ft.) (Preferred alternate) and ORANGE (6000 ft.) on the map submitted by DOWL to the DOT &PF on June 28th, 2016.

The ROW, Open cut road crossings, other-DOT&PF agency review, DEC approval to construct, and any other related permits for proposed two different alternatives must be obtained. Complete the acquisition and execution of all previously agreed upon easements and ROWs and all other contracted scope of work.

The above two proposed alternates will be designed and sent out for alternate bids for the city to choose from the bid results.

All the required work including additional survey, updating the hydraulic models for resizing the pressure, circulation, and high demand pumps and impeller etc., design, required permits and approvals to construct, from Alaska-DEC, DOT &PF, Army Core of Engineers and any other jurisdictions must be completed in a timely manner to start construction in 2016 calendar year. The RED line alignment might have to be moved to the west side of the Pre-maternal Home because of the presence of sewer line there.

Revise and re-submit the 90% drawings for the above alternate options for ADEC, DOT & PF, City and any other Stakeholders for their review, comments and approvals.

Update the construction/bid documents. Additional sheet/s creation for the alignment near the pre-maternal home and across the CEHH in addition to the reorganization of current plan set. New details and specifications will be developed related to crossing the CEHH through existing culverts or open cut crossings at proposed alternate locations agreed upon by all. The design will ensure to capture all possible customers as listed in the original design for service connections.

DOWL must perform all needed work to complete the project in its entirety.

Signature: _____
DOWL, HKM.
Aaron R. Christie, P.E., Project Manager.
4041 B Street,
Anchorage, AK 99503

Date: _____

Signature: _____

Date _____

City of Bethel
Ann K. Capela, City Manager.
300 State Highway, Bethel, AK-99559



State of Alaska

Department of Transportation and Public Facilities

ARR - APPROVAL TO CONSTRUCT

ATC #26437

Contact Name: Irene Malto/ Aaron Christie Phone Number: (907) 562-2000

Owner: City of Bethel – Ann Capela – City Manager
Mailing Address: P.O. Box 1388
Bethel, AK 99559

Project Location: Bethel OAR - Chief Eddie Hoffman Highway
IC Waterline

Approval to Construct Expires: 09/30/2018

This Approval to Construct (ATC) pertains only to State rights of way.

Provisions:

A copy of this ATC must be on site during construction under this ATC.

The contractor must obtain a Lane Closure Permits (LCP) from the Department for this installation. Additionally, any work within the State right of way must be performed under a valid LCP.

If any of the conditions of this ATC are violated, the State reserves the right to require the removal of all activities from the area.

This ATC is not a property right but a temporary authorization revocable by the State upon violation of any provision, special conditions or other reasons. All reasonable attorney's fees and costs associated with legal or enforcement actions related to the terms and conditions of this ATC will be borne by the Owner.

A Department of Transportation Utility Permits (or amendments, as appropriate) is required for new installation, relocation or adjustment of any utility within the State right of way.

A driveway or approach road constructed under permit within a highway right of way is the property of the State, but all cost and liability arising from the construction, operation, and maintenance of a driveway is at the sole expense of those lands served.

The Department is not obligated to change its maintenance practices to accommodate a driveway or approach road constructed under a permit, or to incur any additional expense removing snow berms or other obstructions from a driveway or approach road within a right of way resulting from the

Department's activities, or activities under a permit issued under 17 AAC 15 (Utility and Railroad Permits).

Owner is responsible for adjusting or relocating the access without cost or liability to the Department if the use or safety of the highway requires that the driveway or approach road be adjusted or relocated.

Any survey monument or monument accessory, which will be disturbed or destroyed during construction of the driveway or approach road, will be referenced prior to the disturbance and restored or replaced by a Land Surveyor licensed in the State of Alaska. The Land Surveyor must file a Monument Record in accordance with AS 34.65.040. All Monument Records will be reviewed by the Department prior to filing with the District Recorder.

Owner will obtain all necessary Federal, State, and Municipal permits and licenses required by law; pay all taxes and special assessments lawfully imposed upon the permitted area; and pay other fees and charges assessed under applicable law.

Placement of fill material in waters of the U.S., including wetlands and streams, requires prior authorization from the U.S. Army Corps of Engineers (COE). It is the responsibility of the Owner to contact the COE before filling activities take place.

If, as a result of this project, any improvements within the State owned right of way are damaged, the Owner will be responsible for returning them to their previous condition.

No person will place, leave or deposit upon any street, avenue, alley, sidewalk or other public right of way any snow or ice which has been removed from a private driveway, private parking area, or the adjacent property. The Owner is responsible for their snow removal contractor's actions concerning placement of snow from Owner's property.

Owner will indemnify, defend and hold harmless the State, and its officers, employees, and contractors, from any and all claims or actions resulting from injury, death, loss, or damage sustained by any person or personal property resulting directly or indirectly from Owner's use of or activities in the area.

No equipment or materials are permitted on the shoulder during non-working hours.

All litter and debris generated as a result of this project must be removed and properly disposed of by the contractor. The Owner will be responsible for any and all costs incurred by the State associated with clean up or restoration of the State right of way.

After construction is complete, a stamped and As-Built Survey or Record Drawings signed by a Civil Engineer with photos will be submitted to the Department detailing the intersection as it actually exists as of the date of the photos.

A permit will be issued only after the photos and As-Built Survey or Record Drawings are examined and accepted by the Department.

Special Provisions

- Institutional Corridor may cross Chief Eddie Hoffman Highway in two (2) locations.
- Consider expanding the width of the crossings for future widening of the highway.

Attachments incorporated as part of this Approval to Construct:

- SC14-CS-RP-61833-EXHIBIT

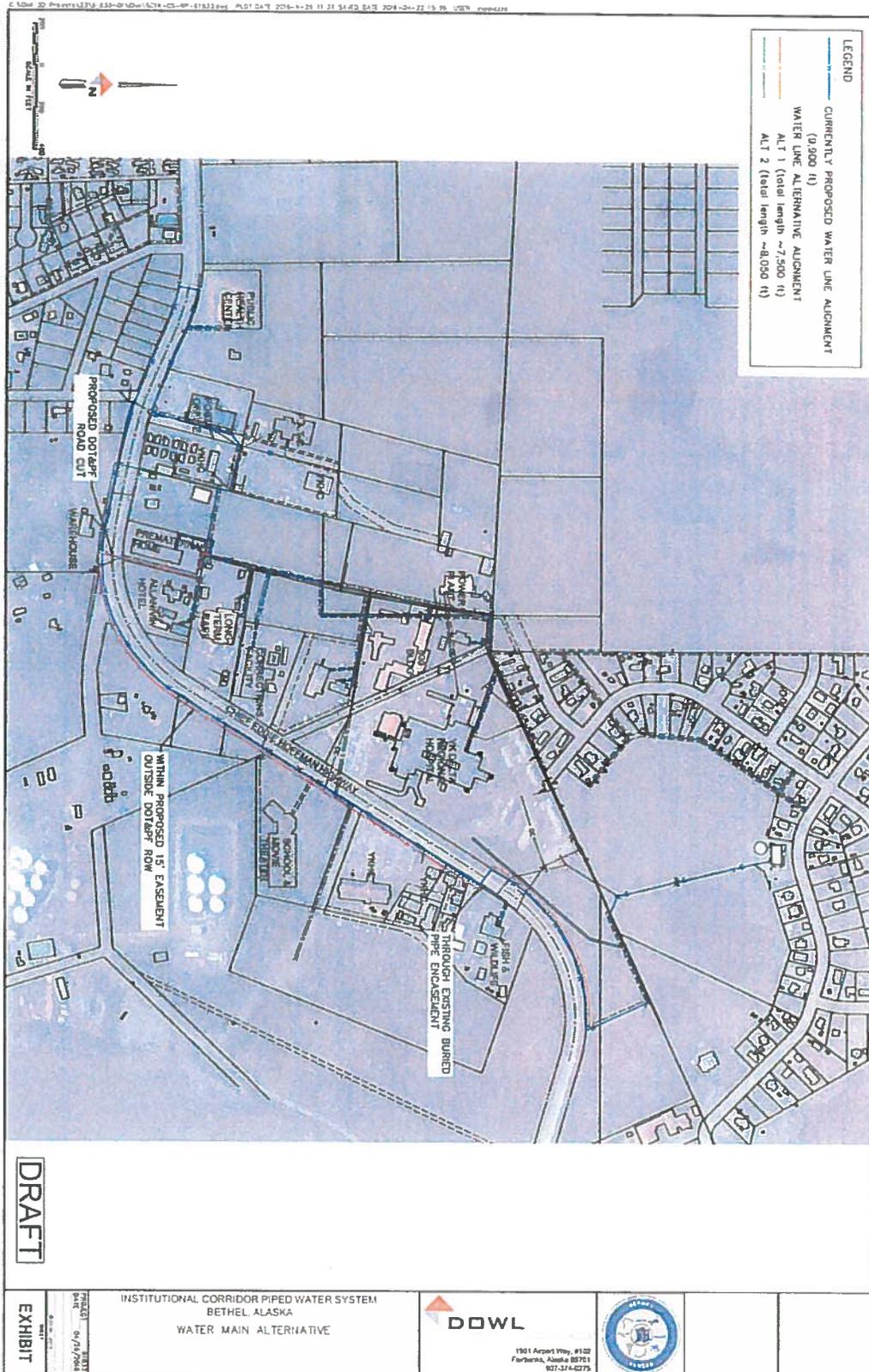
The project will be constructed per the attached and accepted plan locations identified as Alternative 1 or Alternative 2.



John Linnell, ROW Chief, DOT&PF



Date



Change Order #1



July 17, 2015
W.O. 61833

Mr. Muzaffar Lakhani
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

Subject: Institutional Corridor Water Delivery System
Easement and Right of Way Acquisition Contract Amendment

Dear Mr. Lakhani:

DOWL appreciates the opportunity to work with the City of Bethel (the City) on the Institutional Corridor Water Delivery project. It is an important project for the City of Bethel, and DOWL is committed to making this project a success.

The project design process has identified the following right-of-way related concerns that should be addressed prior to bidding the project:

- validity of easements previously assumed to be formally documented
- the need for additional easements and construction permits
- the lack of formal documentation, permitting the construction of water main within existing easements

DOWL has already worked closely with the City to compile existing documents to better understand the additional scope needed. This letter explains the increased effort needed as a result of our design and research efforts to date.

Due to the uncertain nature of contacting property owners, and their heirs, forecasting level of effort for right of way and easement acquisition is a challenge. In preparing this letter we have made conservative assumptions on the required budget and time to complete these tasks. We propose these services on a time and materials basis, and we will keep the City updated on any departures from our conservatively estimated budget and schedule.

ADDITIONAL SCOPE OF SERVICES

Sub Task 1 - Review Title Reports and Compile Historic Easements

DOWL will order title reports for up to 20 properties, review current easements, ownership and signatory authority requirements.

907-562-2000 ■ 800-865-9847 (fax) ■ 4041 B Street ■ Anchorage, Alaska 99503 ■ www.dowl.com

Alaska ■ Arizona ■ Colorado ■ Montana ■ North Dakota ■ Oregon ■ Washington ■ Wyoming

Sub Task 2 - Identification of Necessary Easements/permits

DOWL will review and compile all the provided current easements for the project area and identify all additional easements and permits required.

Sub Task 3 - Documents Preparation

Using draft easement language provided to DOWL by the City, we will prepare document packages that will include items listed below.

- Letter to property owners explaining project and need
- Easement document(s), as approved by the City, and if applicable any additional City documents provided by the City.
 - Easement documents shall be written in a manner to include provisions for all utilities; water, sewer, waste heat, power, and telecommunications. This will eliminate problems in the future.

Sub Task 4 - Acquisition of Easements/Permits

DOWL's original scope of work included obtaining two easements (across parcels 11 and 12 as shown on the attachment). The City recently provided DOWL with six draft easements prepared in 2006 that were not executed. DOWL will reevaluate these draft easements, alter them for the current purpose, and reinitiate acquisition efforts for the six draft easements. In addition, DOWL will prepare easement plats and make initial offers for approximately six additional easement acquisitions needed as a result of the current design. Offers will be made by certified mail and telephonically. Personal meetings with property owners will be kept to a minimum to control costs. It is currently assumed that the City intends all easements to be acquired in terms that are of mutual benefit, meaning no payments from the City to the property owners to acquire the easements. This could change as property owner discussions evolve. DOWL will keep the City apprised during property owner discussions and reevaluate compensation for easements should this become a problem.

Parcel 19 (as shown in the attachment- 3 Parcels) is assumed to be a native allotment. There are above ground utilities that cross this allotment, in which an easement may have been executed. DOWL will continue to work to identify this easement (and associated easements to parcels 21, 22, and 23). Aligning the water main through the Native allotment (following the utility spine) provides for the lowest construction capital cost. In the case an easement cannot be identified, DOWL proposes to re-align the water main to go around Parcel 19, which would require the addition of two easements, on parcels 17 and 23.

DOWL proposes to also obtain approximately 20 temporary construction permits (TCPs) for the new water and sewer services. TCPs are mutually beneficial and subject to property owner support. This is a task that could be provided by the Contractor during construction, however completing the TCPs ahead of time reduces risk of not obtaining the TCPs, which could result in delays in construction or lack of service connects.

FEE PROPOSAL

The table below shows the proposed time and materials fee for each of the sub-tasks.

Sub-Task	Proposed Fee
Sub-Task 1: Review Title Reports and Compile Historic Easements	\$12,320
Sub Task 2 - Identification of Necessary Easements/Permits	\$2,725
Sub Task 3 - Documents Preparation	\$5,575
Sub Task 4 - Acquisition of Easements/Permits	\$62,085
Totals	\$82,705

To complete this additional scope of work, DOWL proposes changing previous contract assumptions and reducing the level of construction administration. This can be done because most of the installation is above ground, allowing intermittent visual inspection that cannot occur with buried utilities. DOWL would be on-site for the following activities:

- Installation of helical piers (to monitor installation depth)
- Regular inspections throughout the project
 - Specifications would be developed in a manner that would require the Contractor to leave exposed all pipe joints and other items requiring inspection, such as buried pipe.
- Substantial completion inspection
- Final completion inspection

The table below shows the proposed rearrangement in fees. DOWL is not proposing an increase in overall contract value at this time. DOWL proposed to complete additional easement services on a time and materials basis.

Task	Original Fee	Proposed Fee
Task 5: Easement Services	\$11,615	\$94,320
Task 9: Construction Administration*	\$199,920	\$117,215

*As an additional consideration- if the Sewage Lagoon Truck Dump Site and the Institutional Corridor Water Delivery System projects are constructed simultaneously construction administration/inspection costs could be shared between the two projects, which would be a cost saving for one or both projects.

Consulting Services Agreement

This CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made by and between the City of Bethel, a municipal corporation (hereinafter "City") and DOWL HKM, (hereinafter "Consultant") and is effective on November 25 2014.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES:

- 1.1 (Consultant) will provide the City with engineering and consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as Services.
- 1.2 Statements of Work will be written documents setting forth at a minimum:
 - a. A complete, sufficiently-detailed description of the types of Services to be rendered;
 - b. The applicable billing rates for the Services to be rendered (Services Fees); and
 - c. Any additional terms and conditions to which the parties may agree.
- 1.3 The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by City and Consultant.
- 1.4 Consultant will provide such resources and utilize such employees and/or consultants as it deems necessary to perform the Services.
- 1.5 City's Project Manager and Consultant's Project Manager will review the Status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review. City and Consultant agree to execute and maintain copies of these status reports.

2. OBLIGATIONS

- 2.1 Consultant will provide other support services to City as both the Consultant and City subsequently agree and as outlined in the Statement of Work.

3. SERVICES AND FEES AND EXPENSES

- 3.1 Consultant shall be responsible for all Service Fees as identified in the applicable Statement(s) of Work (and Change Orders, as applicable) as those Services are provided.
- 3.2 Consultant will invoice the City monthly with a detailed invoice describing work performed, who performed the work (stating the hours and tenths of an hour spent), and providing original receipts for any budgeted reimbursable. Consultant shall only invoice for work actually completed, not work anticipated to be completed.

- 3.3 Invoicing shall be in proportion to the work completed. For example, if ten (10%) percent of the project is completed, then no more than ten (10%) of the work should be invoiced for.
- 3.4 City shall tender payment of all invoices within thirty (30) days of receipt.
- 3.5 In the event of a dispute regarding any invoice submitted by Consultant, City shall provide written notice of the dispute within ten (10) days of receipt of the invoice. The undisputed portion of the invoice shall be paid in accordance with this Agreement.
- 3.6 In the event the parties have a dispute as to invoicing and cannot reach a resolution immediately, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matters and who will record the date of first discussions.
- 3.7 If the Parties' representatives are not able to resolve such matter within ten (10) business days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected.
- 3.8 Upon receipt of such notice, Senior Executives of the Parties shall schedule a meeting within ten (10) calendar days to personally meet and discuss resolution. If the dispute remains unresolved twenty (25) days from the date of first discussion, the Parties shall submit such matter to a dispute review board.
- 3.9 **Dispute Review Board.** In the event all of the above methods of resolving a dispute fail, a Project Neutral/Dispute Review Board shall be mutually selected and appointed by the Parties. The costs and expenses of the Neutral/Board shall be shared equally by the Parties. The Neutral/Board shall be available to both parties, upon request, and is to issue written findings within ten (10) business days of referral of the matter, unless good cause is shown for more time. Findings by the Neutral/Board are non-binding.
- 3.10 If the matter remains unresolved following the issuance of the nonbinding finding by the Neutral/Board, the parties may proceed to litigation. Venue shall be in the Bethel courts for the State of Alaska.

4. TERM AND TERMINATION

- 4.1 This Agreement shall commence as of the Agreement Date above and shall remain in force through November 1, 2016.
- 4.2 In the event of a breach of this Agreement, the City will provide Consultant an opportunity to cure by providing written notice to the Consultant of the breach. The Consultant will have ten (10) days in which to either cure the breach or present an acceptable correction plan to the City with an approved timeline. If a breach is not cured within the specified period of time, the City may terminate the Agreement for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period.
- 4.3 If the breach endangers City property, employees or the public, the City may suspend the Consultant's operations as appropriate while still giving time for the Consultant to cure the breach.
- 4.4 The City may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Consultant, a petition seeking relief of the same or

different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Consultant for the benefit of creditors, a petition or other proceeding against the Consultant for the appointment of a trustee, receiver, or liquidator, or the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. The City may terminate this Agreement if the City reasonably determines that the Consultant is unable to perform the terms of the Agreement due to bankruptcy or insolvency.

4.5 Termination of this Agreement shall be by written notice to the Consultant.

5. PROPRIETARY RIGHTS: CONFIDENTIAL INFORMATION

- 5.1 Consultant agrees that the work products from the Services provided to City shall be owned by City. Nothing contained in this Section 5.1 shall be construed as prohibiting Consultant utilizing in any manner, knowledge and experience of a general nature acquired in the performance of Services for City.
- 5.2 By virtue of this Agreement, each party hereto may disclose to the other party information that is Confidential and otherwise proprietary. Unless governed by the terms of an existing contemporaneously executed non-disclosure agreement ("NDA"), the following apply:
- 5.3 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.
- 5.4 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, City or Consultant, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.
- 5.5 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the

other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

6. WARRANTIES/ASSURANCES

- 6.1 Consultant represents that, at the time and within the locality where the Services are performed under this Agreement, those services shall be performed in a professional manner conforming to those generally accepted industry standards and practices existing at that time. Consultant agrees that it has the sole and exclusive obligation with respect to the Services performed under this Agreement to correct any nonconformity or to refund the Services Fee paid for any affected executive consulting services.
- 6.2 Consultant shall indemnify, defend and hold harmless the City from and against any claim of, or liability for, negligent acts, errors and omissions of the Consultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for, the independent negligent acts, errors and omissions of the City. If there is a claim of, or liability for, a joint negligent act, error or omission of the Consultant and the City, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis.
- 6.3 In this section, "consultant" and "city" include the employees, agents and contractors who are directly responsible, respectively to each.
- 6.4 "Independent negligent acts, errors and omissions" means negligence other than in the City's selection, administration, monitoring or controlling of the Consultant, or in approving or accepting the Consultant's work.

7. INSURANCE

- 7.1 Consultant is solely responsible for insuring all machinery and equipment owned, rented or borrowed and used by it for the performance of Services.
- 7.2 Professional Liability Insurance (errors and omissions) insurance coverage shall be obtained to a limit of not less than One Million (\$1,000,000) Dollars on a claim made basis. Evidence of such coverage shall be maintained and provided for a period of two (2) years subsequent to conclusion of services provided under this Agreement.
- 7.3 The Consultant shall provide to the City certificates of insurance which shall include a provision that such insurance shall not be canceled or modified by the Consultant without at least thirty (30) days advance written notice.
- 7.4 The City of Bethel shall be named as an additional insured.

8. LIMITATIONS ON LIABILITY

- 8.1 EXCEPT FOR DAMAGES OR LOSSES ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATION OR INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT NEGLIGENCE, STRICT LIABILITY, LOSS OF DATA,

LOSS OF USE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 8.2 The Consultant agrees that the City is not bound by any act, omission, communication, determination, decision or direction of any person other than the City's Representative, Muzaffar Lakhani or his designee. The Consultant must promptly carry out any determination, decision or direction of or given by the City's Representative, Muzaffar Lakhani or his designee, but the Consultant is not responsible or liable for the consequences of doing so if the Consultant, acting in accordance with the standards and matters, immediately objected in writing to the City's Representative that the determination, decision or direction was contrary to those standards and matters.
- 8.3 Consultant represents that the Services provided hereunder will be performed in a professional manner consistent with the quality of Consultant's performance of service for similarly situated customers and in accordance with generally accepted industry standards as existing at the time and within the locality where the Services are to be performed.

9. INDEPENDENT CONTRACTORS

- 9.1 Consultant shall perform the services under this Agreement as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal agent or employment relationship between the parties. Neither party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other party and shall have no power or authority to bind the other party to assume or create any obligation or responsibility, express or implied on the other party's behalf or in its name, nor shall such party represent to any one that it has such power or authority.

10. GOVERNING LAW

- 10.1 This Agreement shall be governed and construed in accordance with the laws of the State of Alaska. Exclusive jurisdiction for any action relating to this Agreement shall be in the Bethel Superior Court, Bethel, Alaska.

11. GENERAL PROVISIONS

- 11.1 **Notices:** Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and be hand delivered or sent by certified mail, addressed as follows:

<u>To the City:</u>	<u>To the Consultant:</u>
City Attorney	DOWL HKM
City of Bethel	Attn: Aaron R. Christie
PO Box 1388	4041 B Street
Bethel AK 99559-1388	Anchorage AK 99503

- 11.2 **Severability:** If any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other terms

and provisions shall be deemed valid and enforceable to the maximum extent possible.

- 11.3 **Force Majeure:** Neither party shall be liable for loss, damage or penalty arising from delay due to causes beyond its reasonable control.
- 11.4 **Assignment:** Neither party shall assign, delegate or subcontract any portion of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided, however, that consent shall not be required in the case of an assignment by either party to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets. Notwithstanding the foregoing, Consultant may subcontract any portion of its obligations under this Agreement to a third party so long as Consultant remains responsible for the performance of such obligations.
- 11.5 **Complete Agreement:** This Agreement, the Statement of Work, the Request for Proposals and the accepted Proposal of Consultant, the Feasibility Study and update to the Feasibility Study are the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof, which supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter.
- 11.6 **Modification:** Each party agrees that any terms or conditions of this Agreement that are in addition to or inconsistent with the terms and conditions of this Agreement shall be of no force or effect. This Agreement may only be modified by a written instrument duly executed by an authorized representative of both the City and Consultant.
- 11.7 **Non-Waiver:** The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision.
- 11.8 **Contract Interpretation:** This contract shall be interpreted based on the Statement of Work. Any discrepancies should be resolved looking first to the following documents: the Request for Proposals, the Submission by DOWL, HKM, the Feasibility Study and Update to Feasibility Study.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the Agreement date first written above.

Consultant



Aaron R. Christie, DOWL HKM

City of Bethel



Ann K. Capela, City Manager

STATEMENT OF THE WORK EXHIBIT A

This Statement of Work is made effective by and between the City of Bethel (a municipal corporation) (hereinafter "City"), and DOWL HKM (hereinafter "Consultant") located at: 4041 B Street, Anchorage AK 99503.

1. **Description of Services:** All services described herein anticipate that DOWL, HKM will advise and consult with the City on at least a weekly basis and more frequently if warranted. Questions as to how to proceed should be guided by the RFP, DOWL's submission, the feasibility study and the update to the feasibility study. DOWL HKM is expected to independently verify all figures and calculations provided to it either via a study or via City documents.
 - a. Preliminary Design and System Modeling – Develop preliminary design documents that will be used to guide survey and geotechnical crews. City to approve final design documents prior to their implementation.
 - b. Survey and Easement Acquisition – Complete Right of Way (ROW), topographic and utility as-built survey upon agreement of a preliminary design. Identify any necessary easements which must be acquired and assist the City of Bethel in obtaining those easements.
 - c. Geotechnical Investigation – Conduct Geotechnical investigation focused around establishing what depth helical piers must be driven to support above ground water and sewer infrastructure. Provide results, in written format, to the City of Bethel.
 - d. Thirty (30%) Percent Design and Long Lead Item Procurement – Develop a 30% alignment, identify utility conflicts and develop 30% piping and instrumentation diagrams for modifications inside the City's Water & Sewer Treatment Plant. This design shall be presented to the City for review and approval.
 - e. Ninety (90%) Percent Design and Alaska Department of Environmental Conservation Plan Review – Advance the Design documents to 90% taking into consideration the review comments from the 30% design phase. Develop design details to such a level that submission of an ADEC request for approval to construct is appropriate. Conduct pre-meeting with ADEC, if necessary and recommended.
 - f. One Hundred (100%) Percent Construction Documents– Following review of the 90% design, all comments shall be addressed and, if appropriate, incorporated into

the final 100% construction document. Particular attention should be focused on ADEC comments. Construction drawings should be ready at this phase.

- g. Bid Documents – Develop contract and bid documents to assist the City of Bethel in selecting the best possible contractor for the institutional corridor project. All prepared bids must comply with the City’s procurement policies as set out in Chapter 4.20 of the Bethel Municipal Code. The bid draft, as well as the contract draft, must be approved by the City’s legal counsel prior to public dissemination. DOWL, HKM will assist the City with evaluating the proposals and selecting the most qualified proposer.
- h. Construction Administration – Staff the actual construction, including full-time on-site inspectors. Oversee all onsite construction work, be available to answer contractor questions and tend to any and all issues that may arise during construction. Brief the City regularly throughout construction and monitor progress to ensure all safety and general constructions standards are being adhered to.

2. **Billing Rate**

Rates as submitted in the DOWL’s Proposal dated Oct. 31, 2014.

This statement of work is effective beginning Nov. 26, 2014 through the final acceptance of the project by the City of Bethel

Not To Exceed Total: Five Hundred Ninety Two Thousand, Two Hundred Eleven Dollars and thirty cents (\$592,211.30).

3. **Invoicing & Payments:**

Detailed and itemized invoices shall be presented to the City of Bethel, Attn: Finance Director, once each month. The City of Bethel will have thirty (30) days to process any undisputed invoices and submit payment to DOWL, HKM.

4. **Additional Terms and Conditions**

Time Estimated: Final Completion and Acceptance of Project by November 16, 2016.

This Statement of Work serves as an Exhibit to the Services Agreement.

AGREED AND ACCEPTED:

DOWL HKM

BY:

Title:


Project Manager

Dated: 11/24/14

CITY OF BETHEL


Ann Capela, City Manager

Dated: 12/09/14

Mayor's Report

City Manager's Report

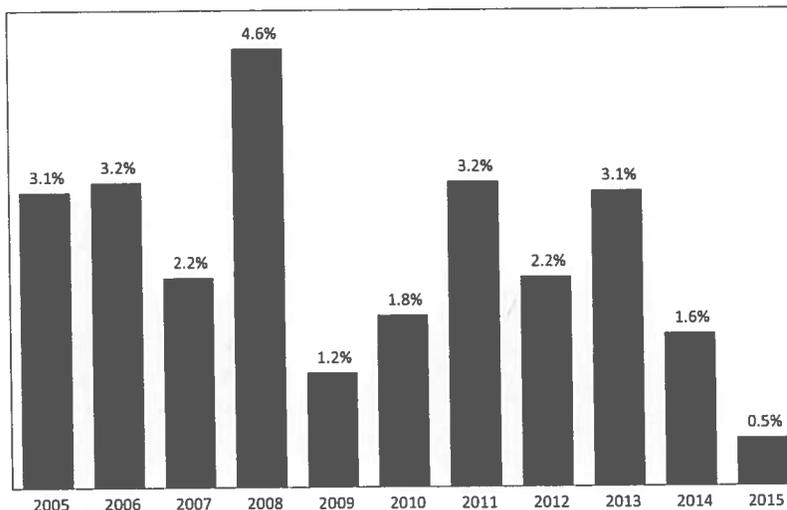


THE COST OF LIVING

Prices didn't rise as fast in 2015, mostly due to falling energy costs

1 Inflation Rate Hits Historic Low

ANCHORAGE CONSUMER PRICE INDEX, 2005 TO 2015



Source: U.S. Department of Labor, Bureau of Labor Statistics

By NEAL FRIED

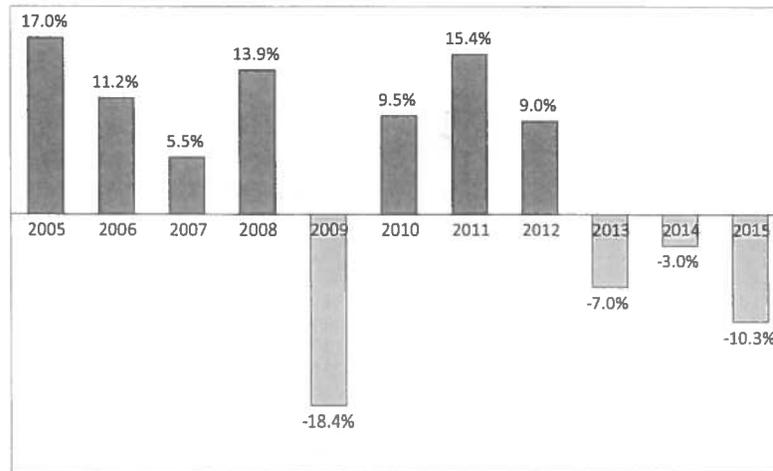
The biggest news for our living costs over the past year has been the continuing decline in energy prices. In Anchorage, which is the only place in the state where inflation is measured, energy prices fell by 10.3 percent in 2015, the single largest annual decline since 2009. Gasoline prices alone fell nearly 25 percent.

Lower energy prices are heavily tied to other categories, particularly transportation, which fell by nearly 7 percent. Because transportation has such a large “weight” in the index — which means it’s a significant expenditure for most households — these changes have a powerful effect on the overall inflation rate. (See exhibits 1 through 3.)

Anchorage’s inflation came out to

2 An Even Bigger Drop for Energy

ANCHORAGE CPI FOR ENERGY, 2005 TO 2015



Source: U.S. Department of Labor, Bureau of Labor Statistics

just half a percent — the lowest recorded in 27 years.

The opposite for natural gas

The drop in energy prices had little effect on the cost of heating most homes in Anchorage because most of them are heated by natural gas, for which prices are regulated by the Alaska Regulatory Commission.

Piped gas prices for homes in Anchorage increased by 7 percent in 2015, while in the mostly unregulated U.S. overall, piped gas prices fell by 12 percent, effectively pushing national inflation rates even lower than Anchorage's. The nation's overall rate of inflation for 2015 was 0.1 percent, the second lowest rate since 1960.

Medical costs still soaring

Costs in some other categories increased, such as housing prices, which rose 2.4 percent in 2015. (See Exhibit 5.) The 10-year average is 2.0 percent. Housing is the category with the largest weight, eating up 44 percent of the average household's expenditures.

Medical care costs increased the most, though. No other category has come close to matching its rising prices, year in and year out, since the 1980s. (See Exhibit 6.)

How we compare to other places

There are two ways to measure the cost of living. One way is to look at price changes in a single place over time, as this article has done so far. For this purpose, our only source is the Anchorage Consumer Price Index.

The other way is to look at the differences between places at a single point in time. This method, which uses a variety of sources, can answer a question like, "Is it more expensive to live in Kodiak, Juneau, or Seattle?" The sidebar on page 9 explains these methods in more detail.

Anchorage costs on par with Helsinki, Adelaide

Expatriation.com produces cost-of-living indexes for around the world. According to their data, Anchorage is the 48th most expensive city in the world, sandwiched between Adelaide, Australia and Helsinki, Finland.

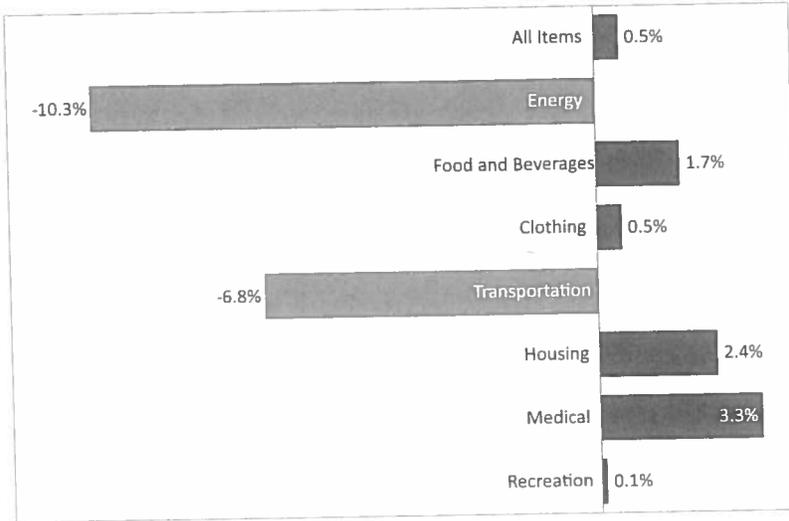
Comparing Alaska's cities

To compare costs between places, the Council for Community and Economic Research, or C2ER, surveys more than 250 cities and publishes a cost of living index each quarter plus an annual report. In Alaska, it covers Anchorage, Fairbanks, Juneau, and Kodiak.

The study examines costs for 59 specific consumer items and classifies survey results in cost categories such as groceries, housing, utilities, transportation, health care, and miscellaneous goods and services.

3 Cost Changes for Select Items

ANCHORAGE CPI, 2015



Source: U.S. Department of Labor, Bureau of Labor Statistics

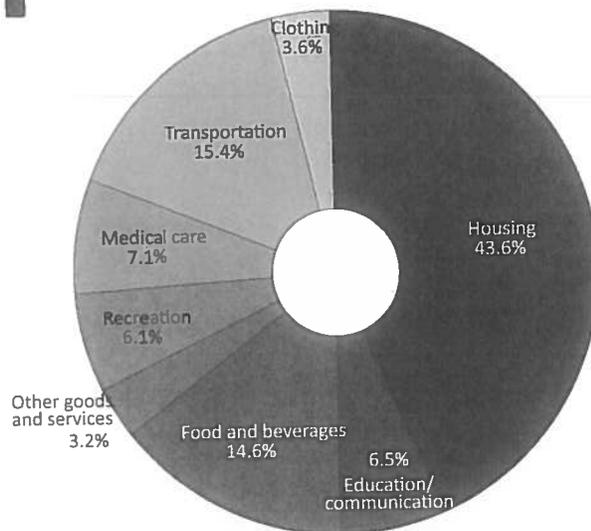
Is there really an 'average consumer'?

All cost-of-living measures have their shortcomings, because no two consumers spend their money alike, nor does any index accurately capture all the differences. For example, the average household in Nome may spend money differently from the average household in Sitka, and they may differ even more dramatically from a family in Los Angeles. An index may or may not take these differences into account, depending on how sophisticated it is.

Consumer spending habits are also continuously in flux. Technology advances, tastes change, and people react differently to changes in prices.

4 How We Spend Our Money

ALASKA, 2015



Source: U.S. Department of Labor, Bureau of Labor Statistics

The average U.S. city is set at an index value of 100.

For this survey, C2ER designed a consumption pattern styled after a professional and executive household in the top income quartile. The weights are different from the CPI and have much less detail, and state and local taxes are excluded. That's a potentially major omission, as Alaska has been identified as the state with the lowest state and local tax burden.

As in past years, first quarter 2016 data confirm that the costs of living in Anchorage, Fairbanks, Juneau, and Kodiak are well above the national average. Anchorage's cost index weighed in at 131.3, or 31.3 percent above the national average, Fairbanks registered 132.8, Kodiak was at 136.0, and Juneau came in at 131.2. (See Exhibit 7.)

Housing in Alaska cities wasn't the only component to drive up overall local consumer costs. Expenditures in all categories were above

the U.S. city standard. Fairbanks' utility index of 222.9 was still the highest in the nation. Honolulu, Hawaii, was a close second at 212.3.

Alaska was the only state where all cities' indexes were above 130, but their values had plenty of company. Back in 2000, when the C2ER surveyed more than 300 cities, only five had higher costs of living than the Alaska cities. Today, that number has nearly tripled; 14 other U.S. cities had higher costs than any of the Alaska cities surveyed. Most were concentrated in California and the boroughs of New York City. The one closest to Alaska was Seattle, with a cost index of 149.4.

Unlike Alaska, nearly all of the other high cost cities were metropolitan areas with populations considerably larger than the entire state of Alaska. Manhattan topped the list at 227.0. In contrast, the lowest-cost city was McAllen, Texas, at 76.9.

Alaska as the 4th most expensive state

Many products are spinoffs from C2ER's data. For example, each year the Missouri Economic Research and Information Center publishes a cost-of-living series by state, which averages the indexes of the participating cities to compute a statewide index. They apply no weight for the size of the city.

In Alaska's case, they came up with 133.5 for 2015, making it the fourth-most expensive state in the nation. (See Exhibit 8.) That's based only on the index values for Anchorage, Juneau, Kodiak, and Fairbanks, which combined represent about 60 percent of the state's population. Although that's not a perfect measure, it can be useful in some cases.

The Quarter Pounder Index, another spinoff, looks at the highest and lowest prices around the country for the McDonald's sandwich. As it has been in the past, Alaska's burgers are among the spendiest. (See Exhibit 9.)

5

Inflation in Anchorage and the U.S.

BY TYPE OF EXPENDITURE, 2005 TO 2015

ALL ITEMS			ALL ITEMS MINUS HOUSING		
Year	Anchorage % chg from previous yr	U.S. % chg from previous yr	Year	Anchorage % chg from previous yr	U.S. % chg from previous yr
2005	3.1%	3.4%	2005	3.4%	3.8%
2006	3.2%	3.2%	2006	3.0%	3.1%
2007	2.2%	2.8%	2007	2.6%	2.5%
2008	4.6%	3.8%	2008	5.5%	4.5%
2009	1.2%	-0.4%	2009	0.6%	-1.0%
2010	1.8%	1.6%	2010	1.5%	2.6%
2011	3.2%	3.2%	2011	3.4%	4.0%
2012	2.2%	2.1%	2012	1.7%	2.0%
2013	3.1%	1.5%	2013	3.0%	1.1%
2014	1.6%	1.6%	2014	1.0%	1.1%
2015	0.5%	0.1%	2015	-0.3%	-1.3%

HOUSING			TRANSPORTATION		
Year	Anchorage % chg from previous yr	U.S. % chg from previous yr	Year	Anchorage % chg from previous yr	U.S. % chg from previous yr
2005	2.7%	3.3%	2005	5.5%	6.6%
2006	4.0%	3.8%	2006	4.0%	4.0%
2007	2.7%	3.1%	2007	1.2%	2.1%
2008	2.5%	2.2%	2008	10.5%	5.9%
2009	3.7%	0.4%	2009	-4.8%	-8.3%
2010	0.9%	-0.4%	2010	4.4%	7.9%
2011	2.9%	1.3%	2011	4.7%	9.8%
2012	2.7%	1.6%	2012	2.0%	2.3%
2013	3.1%	2.1%	2013	7.0%	-
2014	2.7%	2.6%	2014	-0.6%	-0.7%
2015	2.4%	2.1%	2015	-6.8%	-7.8%

FOOD AND BEVERAGES			MEDICAL CARE*		
Year	Anchorage % chg from previous yr	U.S. % chg from previous yr	Year	Anchorage % chg from previous yr	U.S. % chg from previous yr
2005	2.5%	2.5%	2005	-	4.2%
2006	1.8%	2.4%	2006	3.5%	4.0%
2007	4.6%	3.9%	2007	3.0%	4.4%
2008	4.4%	5.4%	2008	3.7%	3.7%
2009	-0.2%	1.9%	2009	4.3%	3.2%
2010	-0.2%	0.8%	2010	5.7%	3.4%
2011	3.6%	3.6%	2011	5.3%	3.0%
2012	2.4%	2.6%	2012	4.3%	3.6%
2013	0.4%	1.4%	2013	3.2%	2.5%
2014	1.3%	2.3%	2014	3.2%	2.4%
2015	1.7%	1.8%	2015	3.3%	2.6%

CLOTHING			ENERGY		
Year	Anchorage % chg from previous yr	U.S. % chg from previous yr	Year	Anchorage % chg from previous yr	U.S. % chg from previous yr
2005	-2.1%	-0.1%	2005	12.8%	17.0%
2006	4.6%	0	2006	13.9%	11.2%
2007	-2.8%	-0.4%	2007	9.9%	5.5%
2008	6.1%	-0.1%	2008	17.5%	13.9%
2009	3.6%	1.0%	2009	-7.8%	-18.4%
2010	3.0%	-0.5%	2010	3.5%	9.5%
2011	2.2%	2.2%	2011	10.8%	15.4%
2012	4.3%	3.4%	2012	1.1%	0.9%
2013	4.8%	0.9%	2013	-2.7%	-0.7%
2014	1.5%	0.1%	2014	2.4%	-0.3%
2015	0.5%	-1.3%	2015	-10.3%	-16.7%

*No index was created for Anchorage medical care costs in 2005.
Source: U.S. Department of Labor, Bureau of Labor Statistics

What Some Common Items Might Cost You

Pound of Bananas



Anchorage	89¢
Fairbanks	89¢
Juneau	92¢
Kodiak	\$1.05

Pound of Ground Beef



Anchorage	\$4.92
Fairbanks	\$5.02
Juneau	\$5.40
Kodiak	\$6.32

Whole Milk, half gallon



U.S. Average
\$2.25

Anchorage	\$2.46
Fairbanks	\$2.37
Juneau	\$2.35
Kodiak	\$3.04

Orange Juice 59-64 oz.



U.S. Average
\$3.57

Anchorage	\$4.65
Fairbanks	\$4.23
Juneau	\$4.63
Kodiak	\$5.07

Dozen Eggs



U.S. Average
\$2.26

Anchorage	\$2.44
Fairbanks	\$2.44
Juneau	\$2.34
Kodiak	\$2.49

Health Care Exams

U.S. Average

Doctor
\$105.53

Veterinarian
\$48.89

Dentist
\$88.91

Anchorage	\$174.00
Fairbanks	\$173.50
Juneau	\$175.33
Kodiak	\$170.56

Anchorage	\$61.60
Fairbanks	\$45.50
Juneau	\$53.96
Kodiak	\$76.00

Anchorage	\$129.39
Fairbanks	\$145.91
Juneau	\$150.36
Kodiak	\$121.78



Source: The Council For Community And Economic Research

\$372,009 for a house in Juneau

In 2015, the state capital was the most expensive city for buying a single-family home, a spot that Juneau has traded back and forth with Anchorage over the years. (See Exhibit 10.) Four places in the state had an average sales price nearly \$100,000 less than Anchorage and Juneau.

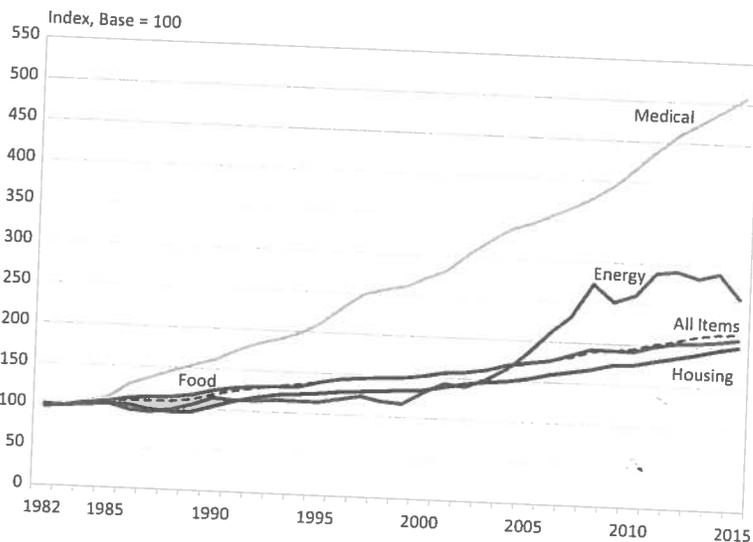
When it comes to renting, Kodiak Island Borough had the most expensive average two-bedroom apartment, at \$1,434 per month in 2015. (See Exhibit 11.)

Exhibits 10 and 11 show an obvious relationship between purchasing and rental costs, where an area with high costs in one will usually be expensive in the other as well. Kodiak was the exception to that rule, though. One theory is that

6

Medical Care On a Long, Steep Climb

ANCHORAGE CPI, 1982 TO 2015



Source: U.S. Department of Labor, Bureau of Labor Statistics

Two ways to measure the cost of living

1. In a single place over time (inflation)

Anchorage is one of 27 cities — and the smallest — where the U.S. Bureau of Labor Statistics tracks changes in consumer prices. Because it's the only CPI in Alaska, it's treated as the de facto statewide measure of inflation. Although there's a CPI for the U.S. and for a number of its cities, these indexes cannot be used to compare costs between locations.

BLS goes to great lengths and expense to produce the CPI through elaborate surveys of consumer spending habits. These surveys look at a "market basket" of items, to which BLS assigns location-specific weights. A market basket, used in most cost-of-living indexes, is a sample of goods and services believed to best mimic the average consumer or a specific group of consumers. The CPI basket includes housing, food, transportation, medical care, and entertainment.

The inflation rate, or how much prices have gone up in a year, is used to adjust the value of the dollar over time. Workers, unions, employers, and many others pay close attention to the CPI because bargaining agreements and other wage rate negotiations often incorporate an adjustment for inflation. The CPI also plays a role in long-term real es-

tate rental contracts, annual adjustments to the state's minimum wage, child support payments, and budgeting. Most Alaskans are affected when the Permanent Fund Corporation uses the CPI to inflation-proof the fund, and nearly all senior citizens are affected when Social Security payments are adjusted each year using the CPI.

The Anchorage CPI is produced twice each year, for January to June and July to December. Information for the latter period and the annual average come out in January of the following year.

2. Differences between places

The other way to assess the cost of living is to look at cost differences between places. For example, is it more expensive to live in Barrow or Fairbanks? A variety of studies and data sources this article uses compare the costs of living among Alaska communities and other places around the country.

These studies assume a certain consumption pattern and investigate how much more or less it might cost to maintain a specific standard of living elsewhere. Some of these data are more comprehensive than others, and because there can be several sources for the same areas, it's important to weigh the strengths and weaknesses of the data sets, which each section of this article discusses for each source. Some may better suit a particular need, or in some cases it may work best to cobble together several sources.

7

How Alaska Cities Compare to Other U.S. Cities

INDEX FOR PROFESSIONAL HOUSEHOLDS, 1ST QUARTER 2016

Region and City	Total Index	Groceries	Housing	Utilities	Transportation	Health Care	Misc.
Anchorage	131.3	128.5	153.1	100.0	116.5	139.2	127.6
Fairbanks	132.8	123.1	119.3	222.9	132.9	148.4	117.9
Juneau	131.2	128.7	142.9	126.7	158.8	149.2	111.9
Kodiak	136.0	149.8	144.7	147.0	154.7	137.6	113.0
West							
Portland, OR	130.6	122.6	170.1	80.5	116.2	112.0	123.2
Honolulu, HI	192.8	167.3	312.2	212.3	137.4	110.1	124.8
San Francisco, CA	177.5	129.1	317.6	107.8	142.2	118.8	119.0
Los Angeles/Long Beach	145.5	109.1	227.4	105.4	144.3	110.1	107.9
Las Vegas, NV	106.5	106.3	106.2	97.1	124.7	104.7	103.8
Reno, NV	105.0	100.0	96.9	93.6	123.2	105.8	111.3
Seattle, WA	149.4	128.3	181.4	121.0	162.7	126.7	138.0
Spokane, WA	100.1	94.6	89.2	98.9	113.3	113.6	105.6
Tacoma, WA	103.8	102.0	88.6	108.4	113.0	116.2	111.2
Boise, ID	92.5	91.1	81.5	83.7	110.4	105.1	97.4
Bozeman, MT	101.6	100.9	108.8	93.3	98.1	105.6	99.1
Southwest/Mountain							
Salt Lake, UT	94.6	97.8	94.2	78.7	109.0	91.9	94.1
Phoenix, AZ	96.8	94.1	98.2	95.3	102.6	96.0	95.2
Denver, CO	109.3	106.4	130.7	91.7	99.6	106.5	101.5
Colorado Springs	92.6	94.3	95.0	73.9	95.5	103.8	93.3
Dallas, TX	97.9	114.6	78.4	98.8	100.4	105.5	105.8
Houston, TX	97.5	87.1	99.8	104.0	91.2	92.7	100.6
Midwest							
Cleveland, OH	99.4	113.1	88.1	93.1	107.8	100.3	102.4
Chicago, IL	118.9	111.5	148.2	101.6	114.2	100.8	106.4
Minneapolis, MN	104.4	104.8	106.1	97.1	94.9	105.4	108.1
Southeast							
Fort Lauderdale, FL	116.1	107.9	144.6	99.4	109.3	95.4	105.4
Miami, FL	114.1	109.3	132.8	99.4	110.9	101.2	107.4
Birmingham, AL	87.7	95.0	78.1	100.0	91.4	85.3	88.3
Atlanta, GA	99.6	104.3	92.3	98.2	102.2	105.4	102.8
Atlantic/New England							
New York City: Manhattan, NY	227.0	127.8	452.7	129.3	143.9	115.4	148.2
Boston, MA	151.1	108.3	198.9	162.7	111.6	134.1	139.6
Philadelphia, PA	117.9	116.0	129.4	125.3	113.4	106.3	109.6
U.S. Average	100.0	100.0	100.0	100.0	100.0	100.0	100.0

Source: The Council For Community And Economic Research

8 10 Spendiest States 2015

State	Index
U.S.	100.0
1 Hawaii	168.6
2 New York	135.6
3 California	134.3
4 Alaska	133.5
5 Connecticut	131.8
6 Massachusetts	130.4
7 Oregon	129.5
8 New Jersey	125.6
9 Vermont	123.8
10 Rhode Island	123.3

Sources: Missouri Economic Research and Information Center; and The Council For Community And Economic Research

Kodiak's higher rental rates are explained by its large Coast Guard population, which receives relatively generous housing allowances.

Sandpoint tops food costs

Four times a year, the University of Alaska Fairbanks Cooperative Extension Service posts results from its surveys for the cost of food at home for a week. This food cost survey includes approximately 20 communities around Alaska as well as Portland, Ore., for comparison. (See Exhibit 12.)

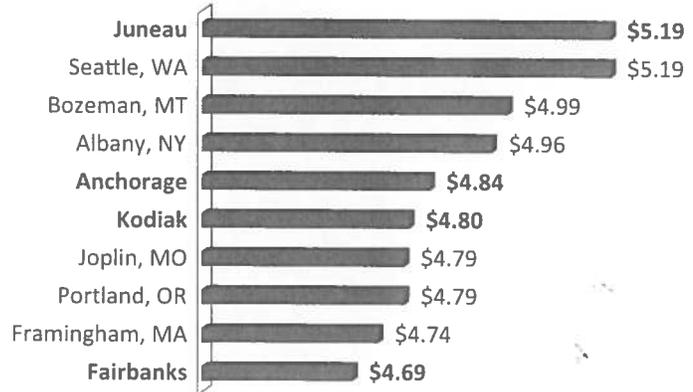
The survey's food basket includes items with minimum levels of nutrition for an individual or family at the lowest possible cost. It has been continuously published since 1984, so

9 Priciest Quarter Pounders 1ST QUARTER 2016



U.S. Average: \$3.98

Lowest Price: \$2.50



Source: The Council for Community and Economic Research

10 Average Home Prices ALASKA BY AREA, 4TH QUARTER 2015

Juneau, City and Borough	\$372,009
Anchorage, Municipality	\$365,545
Statewide	\$308,687
Kodiak Island Borough	\$300,111
Matanuska-Susitna Borough	\$270,604
Ketchikan Gateway Borough	\$269,915
Rest of state	\$263,253
Kenai Peninsula Borough	\$251,484
Fairbanks North Star Borough	\$243,166

Source: Alaska Department of Labor and Workforce Development, Research and Analysis; and Alaska Housing Finance Corporation

Calculating index changes

Movements of the indexes from one period to another are usually expressed as percent changes rather than index points, because index points are affected by the level of the index in relation to its base period. The following example shows how index points and percent changes are computed.

Index point change

Anchorage CPI, 2015.....	216.9
Less CPI for previous period, Anchorage 2014.....	215.8
Equals index point change.....	1.1

Percent change

Index point difference.....	1.1
Divided by the previous index.....	215.8
Equals.....	0.005
Results multiplied by 100.....	0.005 x 100
Equals percent change, Anchorage CPI 2015.....	0.5%

How much would \$1,000 in 2000 buy in 2015?

In Anchorage, it would be worth \$1,437. To find how to take a dollar amount from some earlier year and make it current with today's dollar value, see labor.alaska.gov/research/cpi/inflationcalc.htm for an inflation calculator. The calculator can also deflate dollars to an earlier year's value.

it's a trove of historical price data.

According to the March 2016 study, a family of four paid the least for groceries in the Anchorage and Mat-Su areas. The highest costs tend to be in remote communities that are serviced by air most of the year and by barge. Sandpoint and Cordova are two examples.

Although it's intuitive that remote, off-the-road-system villages would have higher costs, groceries are also expensive in some small towns that lie on a major transportation system such as a highway or the ferry system. Examples include Haines, Ketchikan, and Delta Junction. But location isn't everything; the size of the market, the level of competition, and the proximity to a larger urban area are other major determinants.

Fuel highest in Arctic Village

Each year the Alaska Department of Commerce, Community, and Economic Development conducts a detailed semiannual survey of heating fuel and gasoline prices in 100 Alaska communities. (See Exhibit 13.)

Fuel prices are highest in remote communities off the road system. The most extreme example is Arctic Village, where heating fuel was \$12 a gallon and gasoline cost \$10 a gallon. In Arctic Village's case, the fuel is flown in.

For the communities surveyed, overall heating fuel and gasoline prices fell 18 percent and 13 percent respectively between January 2015 and January 2016.

Alaska ranks highest for health insurance

When it comes to health care costs, Alaska typically ranks highest in the nation. In the C2ER survey of more than 250 cities, no other had higher medical costs than the four Alaska cities.

Exhibit 14 provides another look at the cost of health care in the form of insurance premiums through the Affordable Care Act. In this case, Alaska's premium was nearly double the national average.

11 Kodiak Has the Highest Rent

TWO BEDROOMS, 2015



Note: Includes the cost of utilities

Sources: Alaska Department of Labor and Workforce Development, Research and Analysis Section; and Alaska Housing and Finance Corporation, 2014 Rental Market Survey

12 A Week of Groceries

ALASKA, MARCH 2016

Community	Food at Home for a Week	Relative to Anchorage
Anchorage	\$170.40	1.00
Cordova	\$282.40	1.66
Delta	\$247.20	1.45
Fairbanks	\$190.30	1.12
Haines	\$240.20	1.41
Kenai	\$200.10	1.17
Ketchikan	\$216.70	1.27
Mat-Su	\$185.20	1.09
Portland, OR	\$160.50	0.94
Sandpoint	\$337.50	1.98
Sitka	\$231.40	1.36
U.S. average	\$149.20	0.88

Note: The weekly cost for a family of four with children ages 6 to 11

Source: University of Alaska Fairbanks, Cooperative Extension Service

The military's cost-of-living index

The Department of Defense produces a cost of living index called OCONUS for all of its overseas locations, including Alaska and Hawaii. (See Exhibit 15.) Its strengths are its broad geographic coverage, which included 25 areas in 2016, and the frequent updates.

The results mostly line up with other cost-of-living

13 Fuel in Rural Alaska

JANUARY 2016

Selected Communities ¹	Heating Fuel #1 Residential	Gas, Regular
Angoon	\$3.55	\$3.55
Arctic Village	\$12.00	\$10.00
Atka	\$6.85	\$7.65
Barrow	Natural Gas	\$6.50
Bethel	\$5.67	\$5.75
Chignik	\$3.25	\$4.38
Circle	\$2.45	\$3.70
Deering	\$4.89	\$5.15
Dillingham	\$3.57	\$4.75
Eagle	\$4.25	\$5.00
Fairbanks	\$2.32	\$2.67
Galena	\$6.21	\$6.81
Gambell	\$5.25	\$5.65
Golovin	\$5.00	\$5.00
Holy Cross	\$5.55	\$6.00
Homer	\$2.35	\$2.56
Hooper Bay	\$6.45	\$6.25
Huslia	\$6.50	\$5.75
Juneau	\$3.15	\$3.20
King Cove	\$3.37	\$4.51
Kokhanok	\$7.00	\$7.00
Kotzebue	\$3.16	\$6.09
Nenana	\$2.69	\$2.69
Noorvik	\$6.56	\$7.87
Nuiqsut	\$2.05	\$5.00
Nulato	\$4.45	\$5.40
Pelican	\$3.43	\$3.46
Pilot Station	\$7.32	\$5.25
Port Lions	\$3.45	\$3.75
Ruby	\$3.70	\$5.40
Sand Point	\$4.48	\$4.26
Unalaska	\$3.54	\$3.90
Wales	\$7.21	\$8.24
Wrangell	\$3.85	\$3.66

¹This is just a partial list of the 100 communities surveyed.

Source: Alaska Department of Commerce, Community, and Economic Development, *Current Community Conditions: Fuel Prices Across Alaska, January 2016 Update*

numbers in this article, but a major difference is OCONUS doesn't include housing, because the military handles housing through an allowance program. Its cost-of-living adjustment is calculated on spendable income only and not total income. Spendable income is total income minus housing expenses, taxes, savings, life insurance, gifts, and contributions.

Neal Fried is an economist in Anchorage. Reach him at (907) 269-4861 or neal.fried@alaska.gov.

14 Alaskans Pay Highest Health Insurance

PREMIUM, SILVER TIER, 2015

Alaska	\$583
Wyoming	\$456
Vermont	\$455
Wisconsin	\$373
Connecticut	\$372
Florida	\$369
New Jersey	\$360
Louisiana	\$359
Indiana	\$352
Massachusetts	\$345
United States	\$314

Note: Monthly premium for 40-year-old single nonsmoker under the Affordable Care Act

Source: National Conference of State Legislatures

15 Military Cost of Living

ALASKA TOWNS, 2016

Location	Index
Anchorage	128
Barrow	148
Bethel	150
Clear AFS	132
College	128
Cordova	132
Delta Junction	134
Eielson AFB (Fairbanks)	126
Fort Wainwright (Fairbanks)	128
Homer (includes Anchor Point)	134
Juneau	140
Kenai (includes Soldotna)	134
Ketchikan	136
King Salmon (incl Bristol Bay)	134
Kodiak	130
Nome	148
Petersburg	148
Seward	128
Sitka	142
Spuce Cape	132
Tok	132
Unalaska	132
Valdez	130
Wainwright	148
Wasilla	122
Other	148

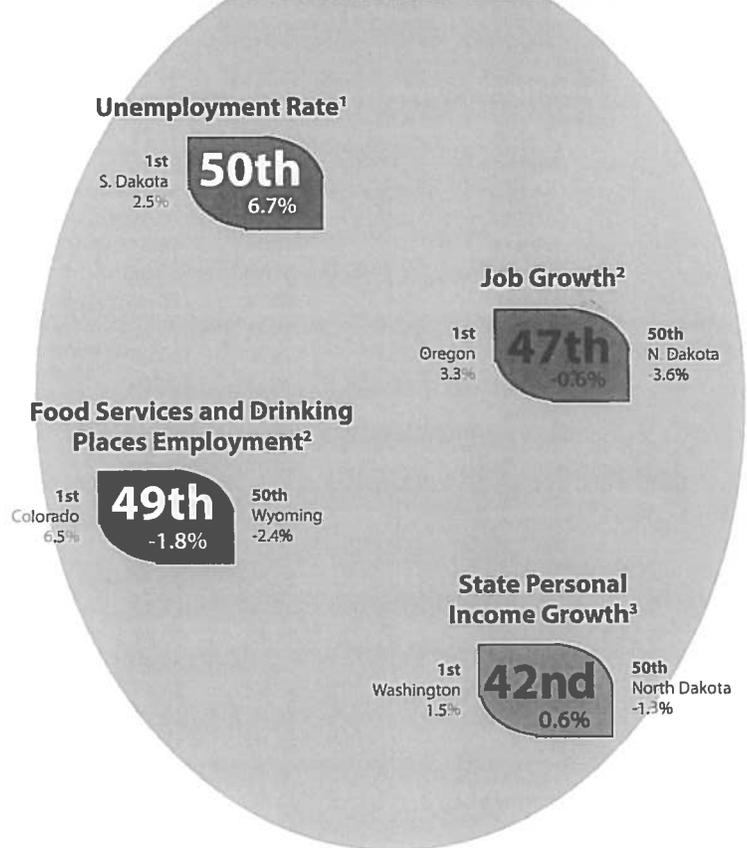
Source: Department of Defense, OCONUS effective date April 2016

The Month in Numbers

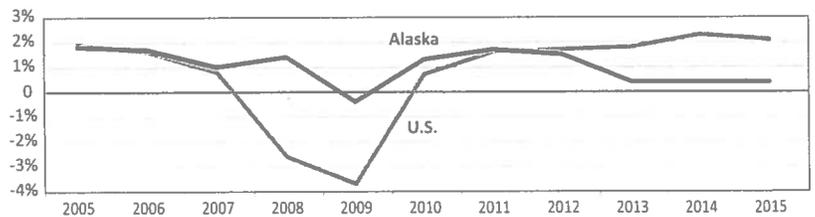
Unemployment Rates

	Prelim.		Revised	
	5/16	4/16	5/15	
SEASONALLY ADJUSTED				
United States	4.7	5.0	5.5	
Alaska Statewide	6.7	6.6	6.4	
NOT SEASONALLY ADJUSTED				
United States	4.5	4.7	5.3	
Alaska Statewide	6.6	6.9	6.3	
Anchorage/Mat-Su Region				
Municipality of Anchorage	5.3	5.3	4.9	
Matanuska-Susitna Borough	8.0	8.6	7.5	
Gulf Coast Region				
Kenai Peninsula Borough	8.1	8.9	7.3	
Kodiak Island Borough	4.7	4.7	5.1	
Valdez-Cordova Census Area	7.8	10.0	7.7	
Interior Region				
Denali Borough	5.4	16.9	5.2	
Fairbanks North Star Borough	5.6	5.9	5.1	
Southeast Fairbanks CA	10.1	11.1	10.3	
Yukon-Koyukuk Census Area	16.4	17.2	16.8	
Northern Region				
Nome Census Area	13.3	13.5	12.3	
North Slope Borough	6.6	5.9	5.8	
Northwest Arctic Borough	17.5	17.7	16.4	
Southeast Region				
Haines Borough	9.6	11.8	8.6	
Hoonah-Angoon Census Area	10.6	14.8	12.9	
Juneau, City and Borough	4.2	4.4	4.2	
Ketchikan Gateway Borough	6.1	7.1	5.9	
Petersburg Borough	8.5	9.1	8.6	
Prince of Wales-Hyder CA	11.4	12.4	12.1	
Sitka, City and Borough	4.2	4.7	4.2	
Skagway, Municipality	4.7	12.5	5.6	
Wrangell, City and Borough	6.4	7.3	7.1	
Yakutat, City and Borough	5.7	5.7	7.2	
Southwest Region				
Aleutians East Borough	6.0	2.4	6.4	
Aleutians West Census Area	5.3	3.5	6.5	
Bethel Census Area	14.8	14.7	15.3	
Bristol Bay Borough	6.5	11.0	6.7	
Dillingham Census Area	10.2	10.9	10.0	
Kusilvak Census Area	22.3	22.8	24.9	
Lake and Peninsula Borough	12.7	17.2	12.4	

How Alaska Ranks



Job Growth in Alaska and the Nation⁴



All data sources are U.S. Bureau of Labor Statistics and Alaska Department of Labor and Workforce Development, Research and Analysis Section, unless otherwise noted.

¹May 2016

²2016

³Fourth quarter 2015 to first quarter 2016; U.S. Bureau of Economic Analysis

⁴Annual average percent change



July 8, 2016

Ms. Ann K. Capela
City of Bethel
PO Box 1388
Bethel, Alaska 99559

Dear Ms. Capela:

ann

Enclosed is a \$2000.00 check for the Bethel Independence Day celebration. Aside from the event during the 4th I think it turned out great. I was able to place our banner on the main stage so it was seen by the community throughout the day.

We welcome any recognition any public recognition whether it is in the local paper, facebook or any other means.

If you have any photos of the day's events we would like copies so we can include them in on our facebook page or in future newsletters. The photos can be sent to me at vchimegalrea@DonlinGold.com. Should you have any questions you can reach me directly at 907-569-0351.

Quyana,

Vernon Chimegalrea
Coordinator, Community Development and Sustainability



BETHEL POLICE DEPARTMENT

DATE: July 19, 2016
TO: Ann Capela, City Manager
FROM: Andre Achee, Chief of Police
SUBJECT: June 2016 Monthly Report

Personnel:

Staffing at the Bethel Police Department continues to be a challenge.

I am hopeful with the passage of the new Public Safety classification we can recruit and retain some much needed police personnel.

The Bethel Police Department is currently budgeted for a total of 14 sworn police positions which includes: (1) Chief of Police, (1) Lieutenant, (1) Sergeant- Investigations, (2) Sergeants- Patrol, (1) Corporal/Investigator, and (8) police officers.

Of these positions, we have the following vacancies: (5) Police Officers, (1) Sergeant-Patrol and (1) Lieutenant.

My staff is working diligently to recruit personnel and process current applications. Currently we have two conditional offers for employment extended to prospective police officer candidates.

Additionally, we are currently soliciting applications for our non-sworn vacancies. We are currently budgeted for 12 support personnel positions. These positions are: (1) Administrative Assistant, (1) Dispatch / Records Supervisor, (5) Dispatchers, (2) Community Service Officers, and (3) Community Service Patrol Officers (Grant Funded).

We currently have (1) Dispatch and (1) Community Service Patrol Vacancy.

Total Vacancies:

Patrol Sergeant (1)
Police Officer (5)
Dispatcher (1)
Community Service Patrol (1)



BETHEL POLICE DEPARTMENT

Supplemental Police Officer Staffing:

Due to a critical level of police coverage and staffing, as of June 27th, 2016, the Bethel Police Department has hired several temporary police officers to supplement our existing patrol staff.

These temporary officers work a two weeks on, two weeks off schedule. All temporary officers hired have between 8 and 30 years of police experience. Additionally, all the temporary officers have Bethel law enforcement experience.

Separation / New Hires:

Sergeant Gwen Drake submitted her letter of resignation effective end of June 2016. Sgt. Drake has accepted a position at the University of Alaska Anchorage as a Police Officer. She leaves Bethel with approximately 13 years of service.

Chloe Bellflower submitted her letter of resignation effective August 2016. Chloe has accepted a position with the Kotzebue Fire Department as a Firefighter / Paramedic. Chloe has worked as a Community Service Patrol officer for approximately 6 months.

Derek Nelson submitted his letter of resignation effective July 2016. Derek has worked for the department on and off for approximately 2 years and is currently a Community Service Officer.

Cory Nelson submitted his letter of resignation effective end of June 2016 as a Public Safety Dispatcher. Cory worked for the police department as a dispatch for approximately 3 months and just completed dispatch training. He will be relocating to Anchorage.

Brandon Oulton submitted his letter of resignation effective mid June 2016. Brandon has worked for the police department for approximately one year as a Community Service Patrol officer.

Joshua Akerelrea was recently hired as a Community Service Patrol officer in the beginning of this month. He is currently in field training.

Darlene Kiunya was hired as a Public Safety Dispatcher and started her training this week.

Operations (Patrol / Communications):



BETHEL POLICE DEPARTMENT

During this reported period the Bethel Police Department Dispatch Center (Communications) logged 1,422 calls for service.

Of the 1422 calls for service the police departments investigated this month, 102 were closed by police reports.

(See attached statistics)

Animal Control:

The Bethel Police Department has 83 calls for service related to animal control issues, of which 52 were animal control calls, 8 generated a police report and 2 were cruelty report cases.

The following are animal control citations issued:

- 7 Care and Restraint of Dog Citations
- 1 Animal Impoundment
- 1 Animals at Large

Administration:

On June 8th, 2016 an ordinance regarding the mandatory video surveillance cameras in all Bethel taxi cabs went into effect. All taxi cab owners were notified prior to this mandatory effective date to be in compliance.

During the second week of July, random/unannounced inspection was conducted on the taxi cab industry regarding these video surveillance cameras.

A total of 4 citations were issued to taxi cab operators for failing to be in compliance with the ordinance. Two taxi cabs did not have cameras installed and two taxi cabs did not have the installed cameras operational.

Community Service Patrol:

The CSP program, for this reporting period, cared for 140 individuals, of which 88 were males and 52 were females. Of the 140 persons contacted by our CSPs, 22 were placed at YKCC, 105 at the Sobering Center, 4 were placed at the hospital, 9 were accepted by a private person / residence and none were able to care for themselves.

Of Interest:



BETHEL POLICE DEPARTMENT

During the last two week of June, the Bethel Police Department initiated the installation of a new Enhanced 9-1-1 system, through our vendor ProComm Alaska. The system install was completed by June 30th.

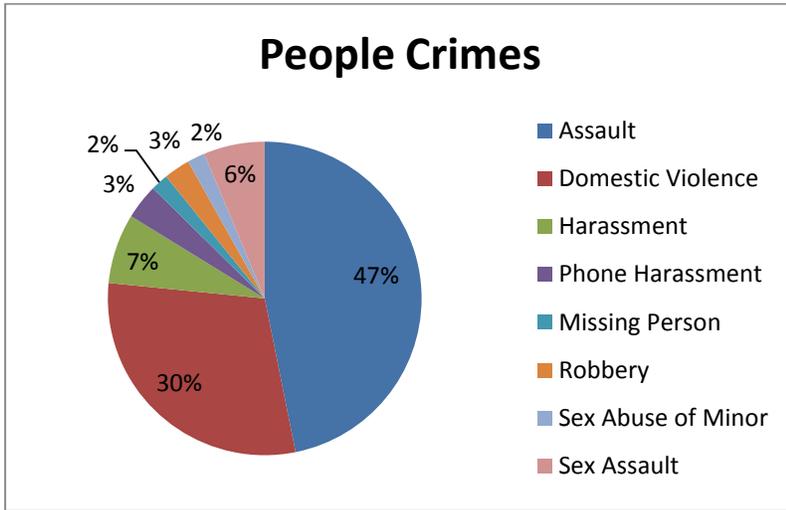
During these weeks, our dispatch personnel were trained on this new system.

Additionally, this week dispatch personnel will be completing their training on the mapping portion of this system.

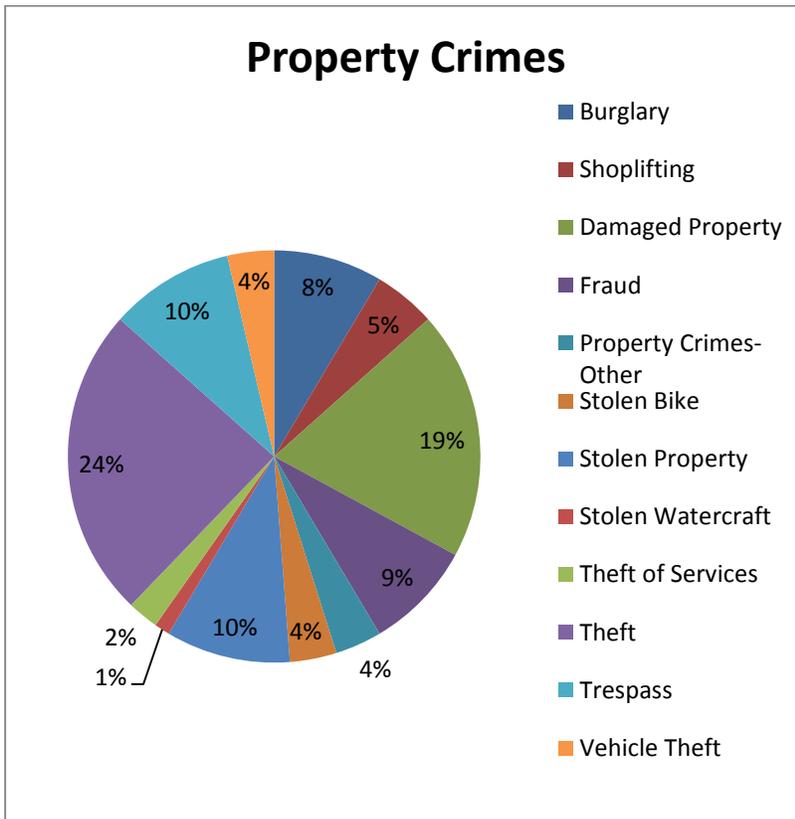
The Enhanced 9-1-1 system was paid for through a grant from the State of Alaska Department of Homeland Security.

June 2016 Calls For Service

***The following numbers represent calls for service only (CFS) and do not necessarily indicate a crime was in fact committed. Some CFS result in the offense being unfounded, or the subjects are gone prior to officer arrival

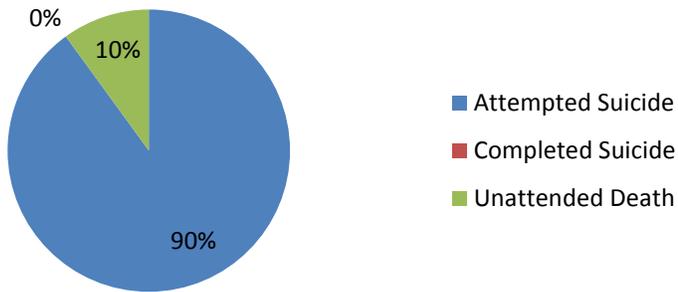


Assault	52
Domestic Violence	33
Harassment	8
Phone Harassment	4
Missing Person	2
Robbery	3
Sex Abuse of Minor	2
Sex Assault	7
Total	111



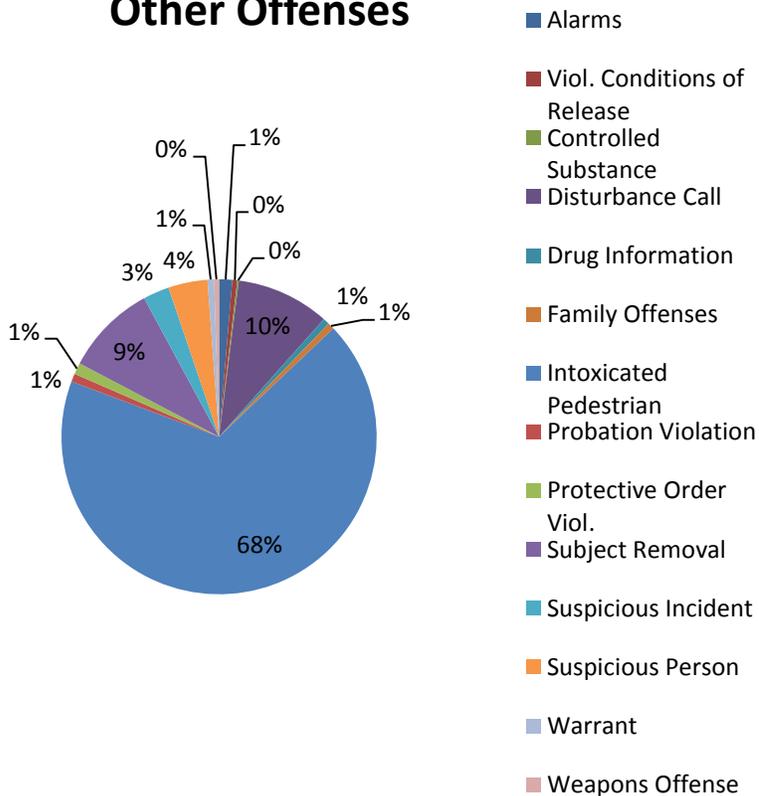
Burglary	7
Shoplifting	4
Damaged Property	16
Fraud	7
Property Crimes-Other	3
Stolen Bike	3
Stolen Property	8
Stolen Watercraft	1
Theft of Services	2
Theft	20
Trespass	8
Vehicle Theft	3
Total	82

Death/Suicide



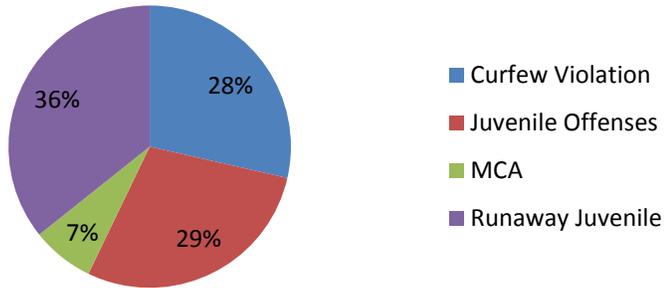
Attempted Suicide	9
Completed Suicide	0
Total	10

Other Offenses



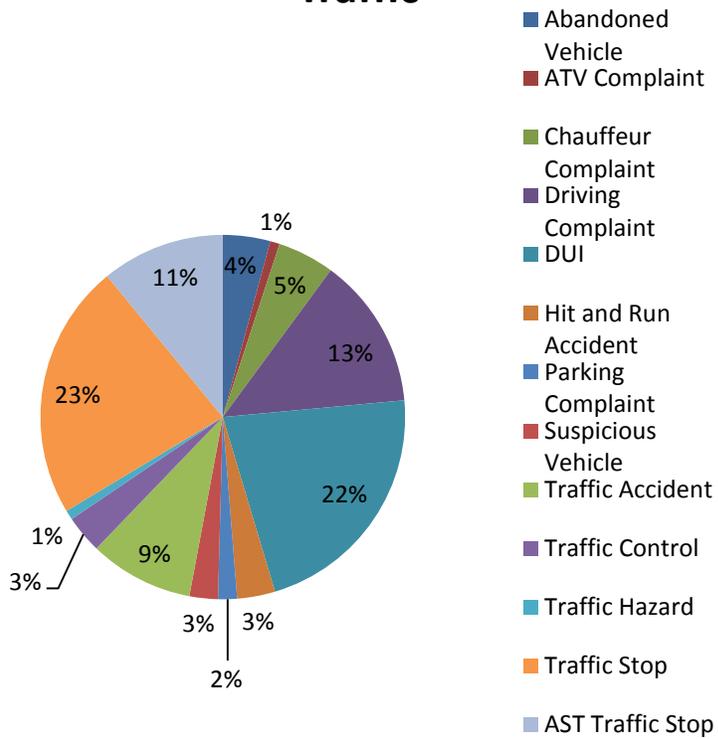
Alarms	8
Viol. Conditions of Release	3
Controlled Substance	1
Disturbance Call	57
Drug Information	4
Family Offenses	4
Intoxicated Pedestrian	404
Probation Violation	5
Protective Order Viol.	7
Subject Removal	56
Suspicious Incident	16
Suspicious Person	25
Warrant	4
Weapons Offense	3
Total	597

Juvenile Calls



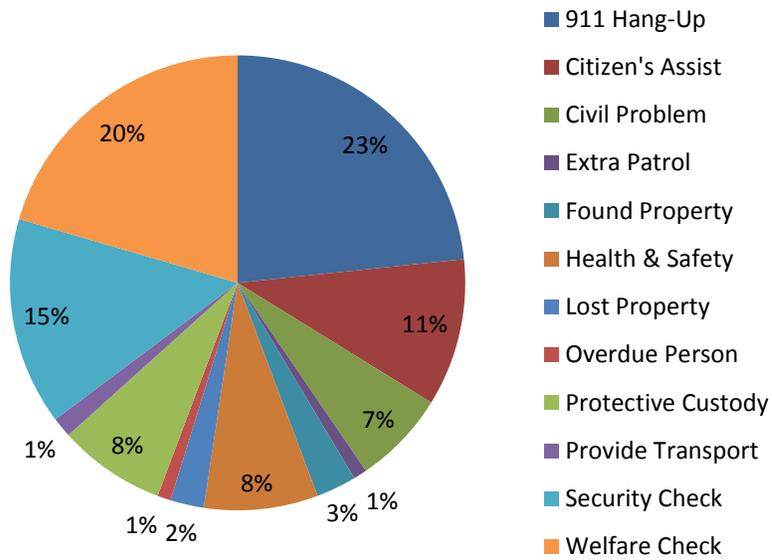
Curfew Violation	4
Juvenile Offenses	4
MCA	1
Runaway Juvenile	5
Total	14

Traffic



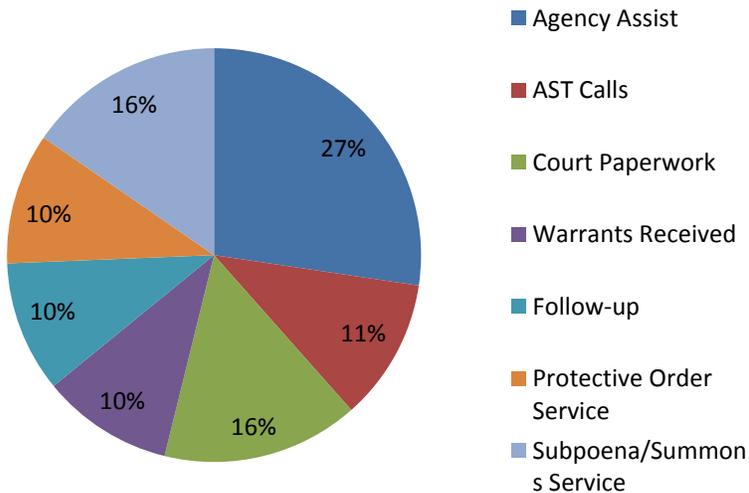
Abandoned Vehicle	5
ATV Complaint	1
Chauffeur Complaint	6
Driving Complaint	16
DUI	26
Hit and Run Accident	4
Parking Complaint	2
Suspicious Vehicle	3
Traffic Accident	11
Traffic Control	4
Traffic Hazard	1
Traffic Stop	27
AST Traffic Stop	13
Total	119

Public Assistance



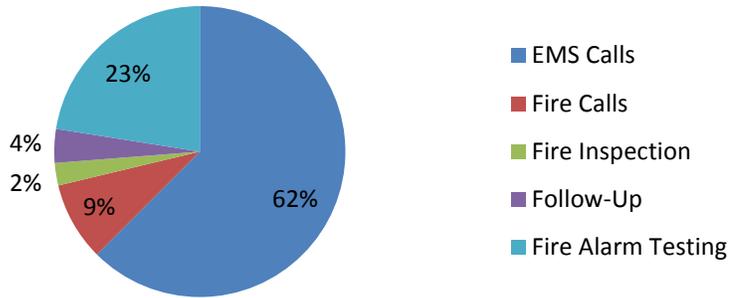
911 Hang-Up	49
Citizen's Assist	22
Civil Problem	14
Extra Patrol	2
Found Property	6
Health & Safety	17
Lost Property	5
Overdue Person	2
Protective Custody	16
Provide Transport	3
Security Check	31
Welfare Check	43
Total	210

Agency Calls



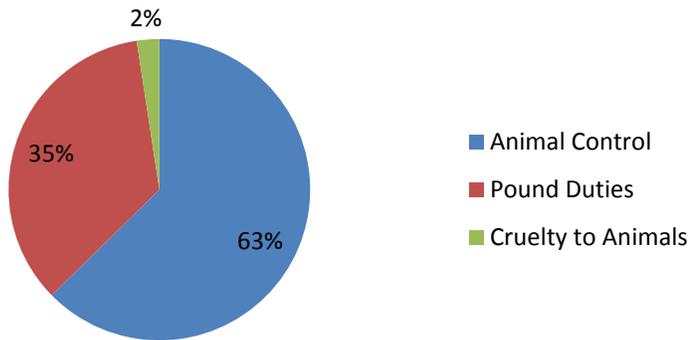
Agency Assist	32
AST Calls	13
Court Paperwork	18
Warrants Received	12
Follow-up	12
Protective Order Service	12
Subpoena/Summons Service	18
Total	117

Fire Department



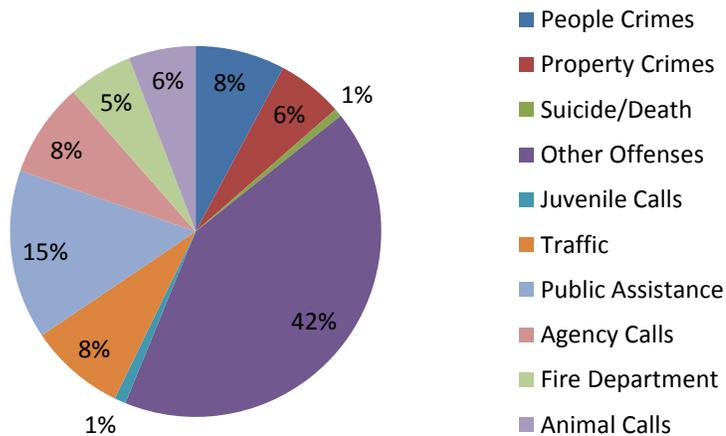
EMS Calls	50
Fire Calls	7
Fire inspection	2
Follow-Up	3
Fire Alarm Testing	18
Total	80

Animal Calls



Animal Control	52
Pound Duties	29
Cruelty to Animals	2
Total	83

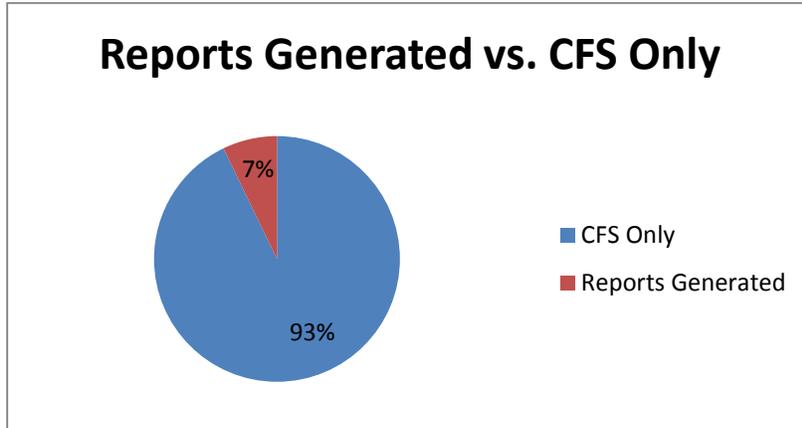
Calls for Service



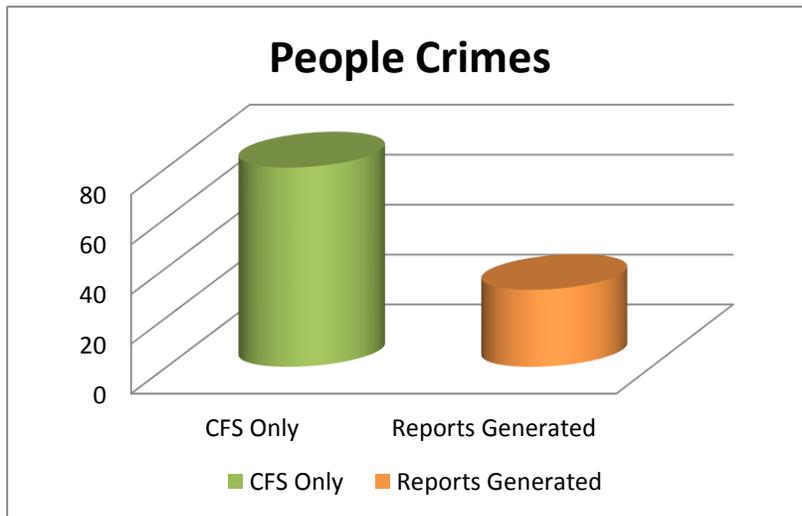
People Crimes	111
Property Crimes	82
Suicide/Death	10
Other Offenses	596
Juvenile Calls	14
Traffic	119
Public Assistance	210
Agency Calls	117
Fire Department	80
Animal Calls	83
Total	1422

Reportable Calls

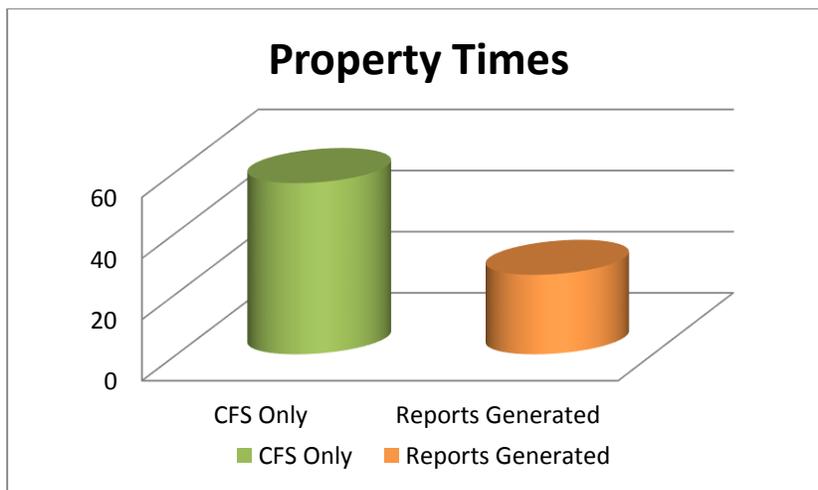
***The following represents calls for service that required the creation of a police report.



CFS Only	1320
Reports Generated	102
Total	1422

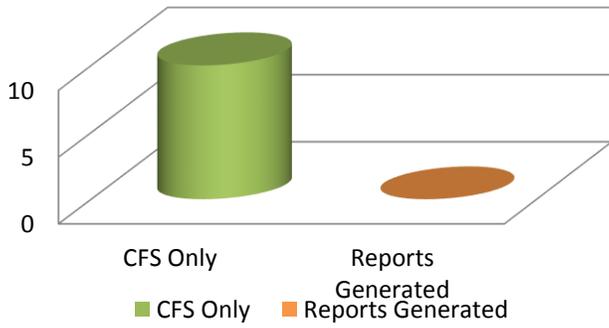


CFS Only	80
Reports Generated	31
Total	111



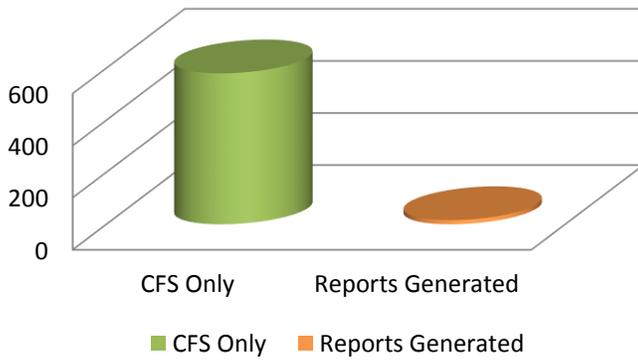
CFS Only	56
Reports Generated	26
Total	82

Suicide/Death



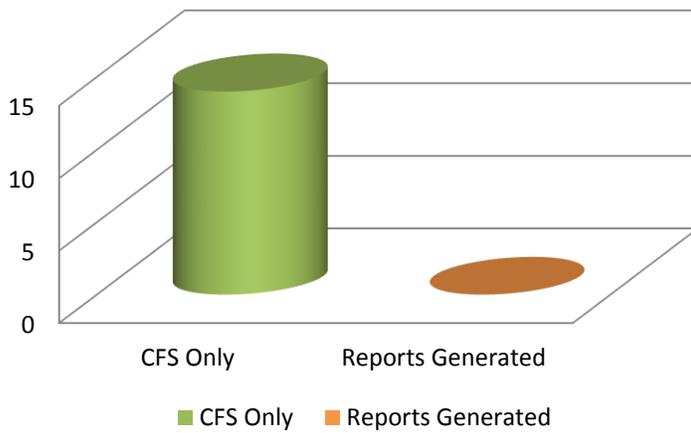
CFS Only	10
Reports Generated	0
Total	10

Other Offenses

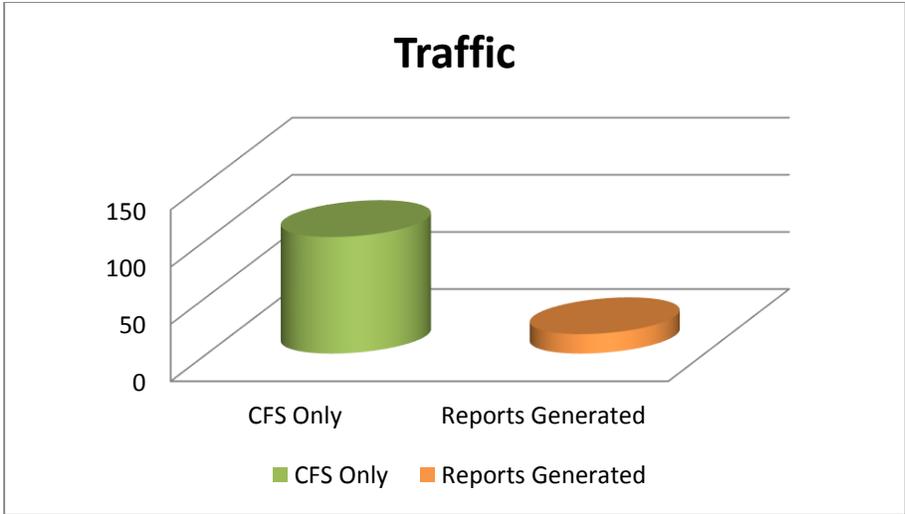


CFS Only	580
Reports Generated	16
Total	596

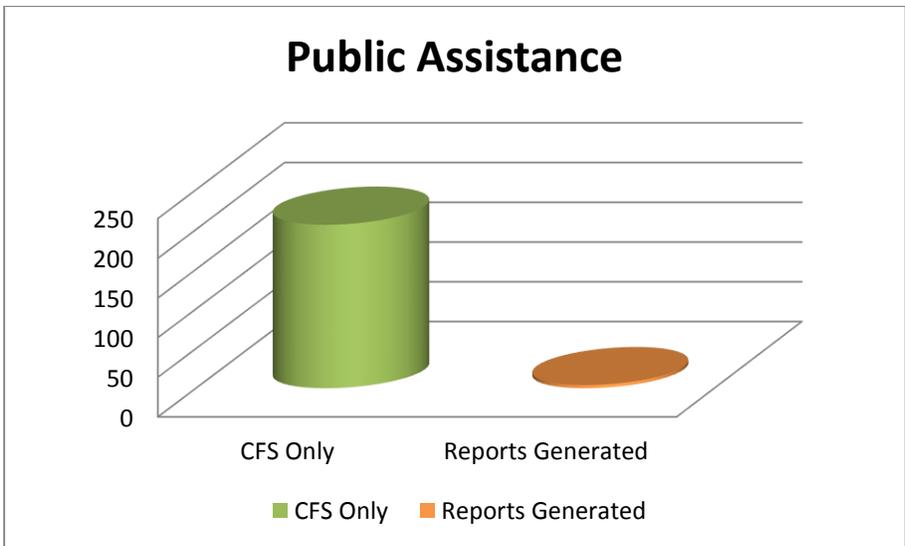
Juvenile Calls



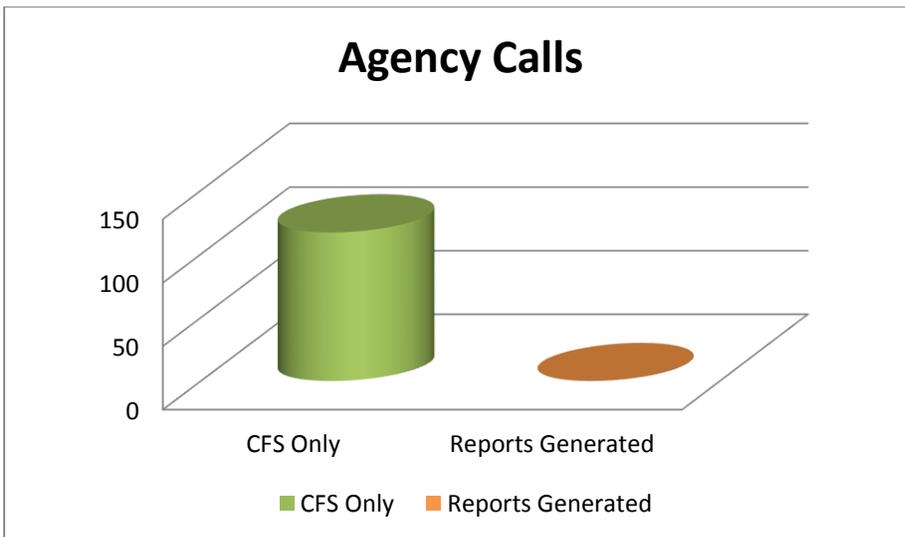
CFS Only	14
Reports Generated	0
Total	14



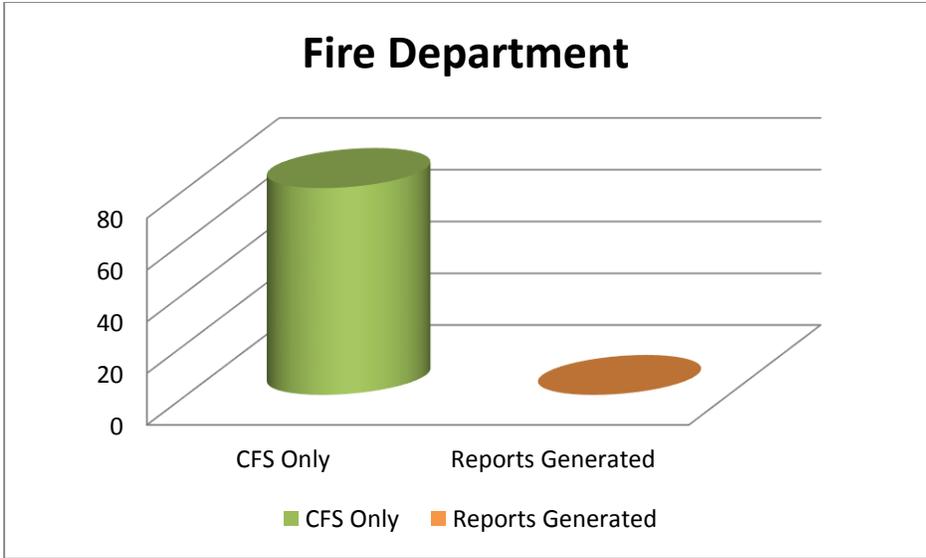
CFS Only	102
Reports Generated	17
Total	119



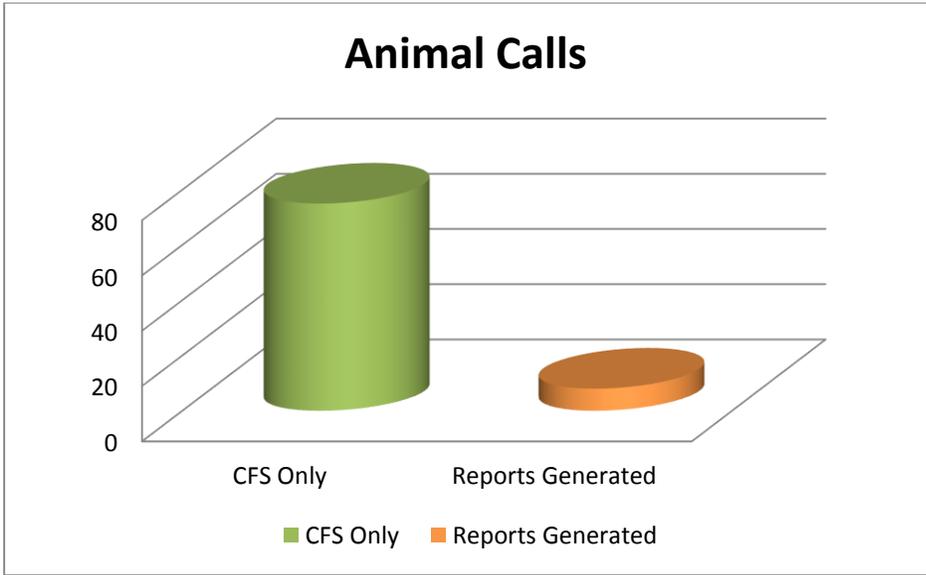
CFS Only	206
Reports Generated	4
Total	210



CFS Only	117
Reports Generated	0
Total	117



CFS Only	80
Reports Generated	0
Total	80



CFS Only	75
Reports Generated	8
Total	83

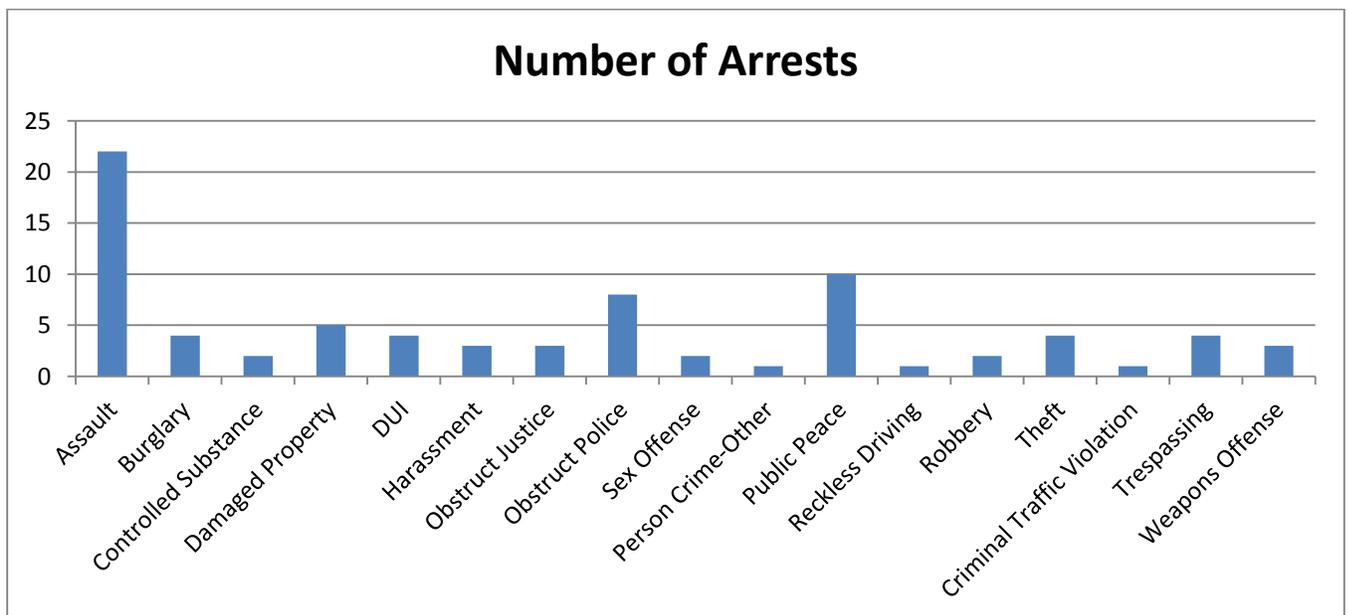
Arrest Report

***The following reflects the number of arrests by the Bethel Police Department.

***Many times a Call for Service will initially come in as one call type, but further investigation reveals a different crime.

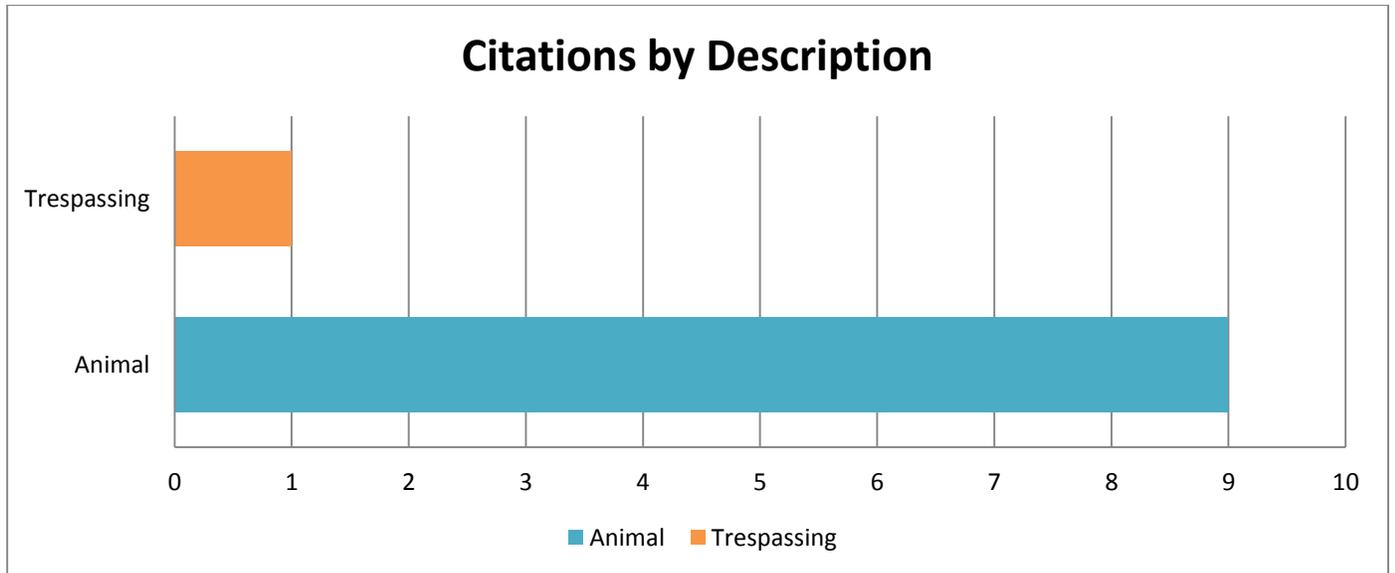
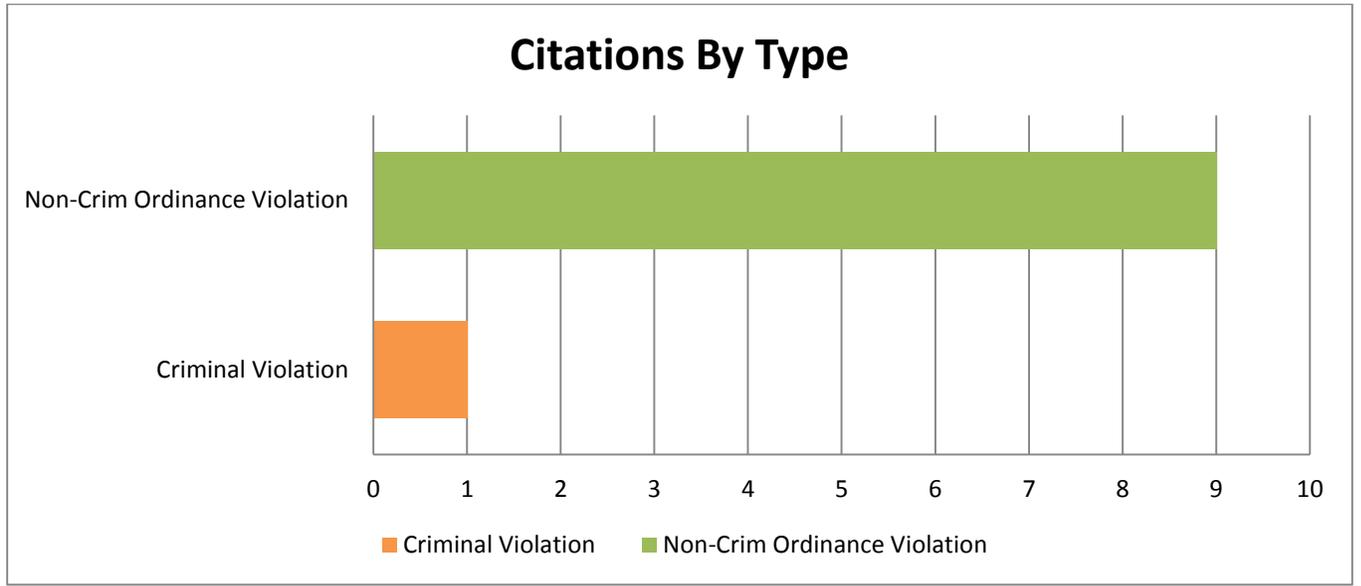
***Juveniles referred to BYF and otherwise released to their parent or guardian are not classified as an arrest.

Classification	Number of Arrests
Assault	22
Burglary	4
Controlled Substance	2
Damaged Property	5
DUI	4
Harassment	3
Obstruct Justice	3
Obstruct Police	8
Sex Offense	2
Person Crime-Other	1
Public Peace	10
Reckless Driving	1
Robbery	2
Theft	4
Criminal Traffic Violation	1
Trespassing	4
Weapons Offense	3



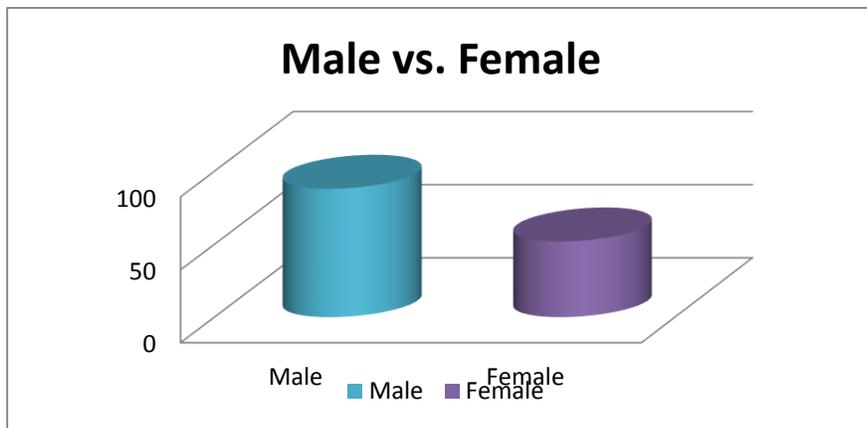
Citation Report

Violation Type	Description	Number of Citations
Criminal Violation	Criminal Trespass II	1
Non-Crim Ordinance Violation	Care and Restraint of Dogs	7
Non-Crim Ordinance Violation	Animal Impoundment	1
Non-Crim Ordinance Violation	Animals at Large	1

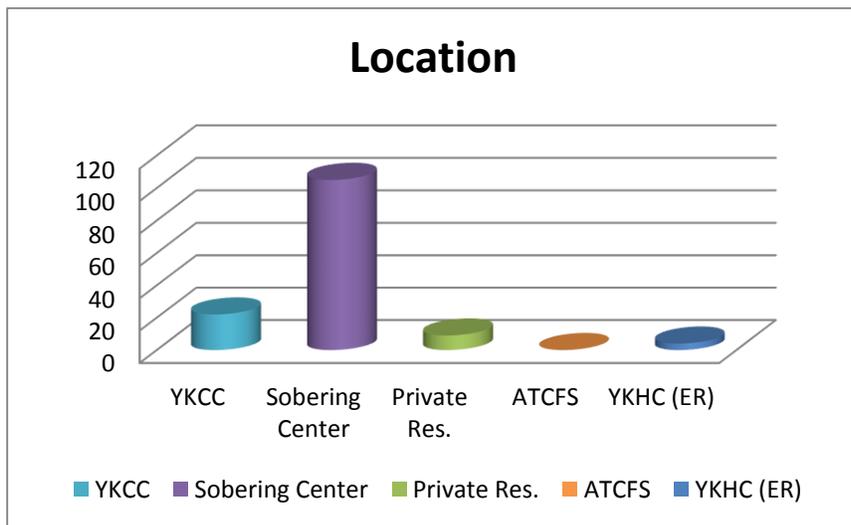


June 2016 PC Statistics

***The following numbers reflect the number of PC's recorded by the department's Community Service Patrol only. Individuals PC'd by officers are not reflected.



Male	88
Female	52
Total PC's	140

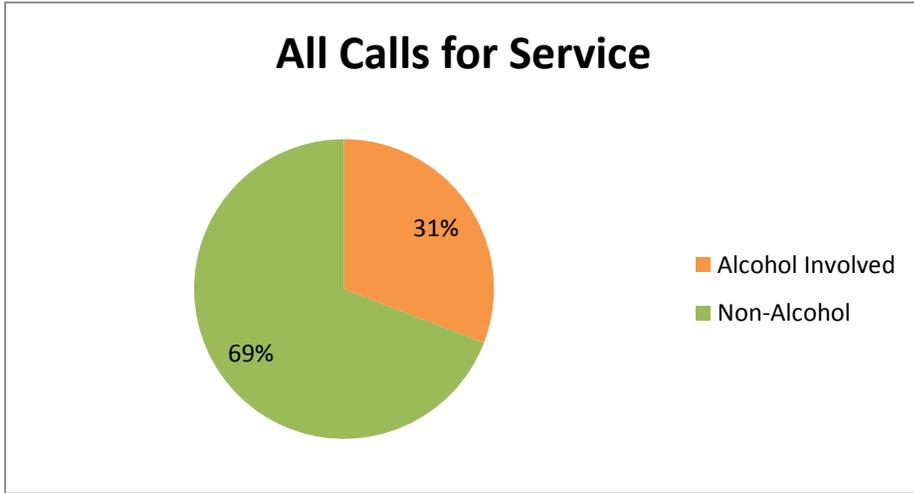


YKCC	22
Sobering Center	105
Private Res.	9
ATCFS	0
YKHC (ER)	4
Total PC's	140

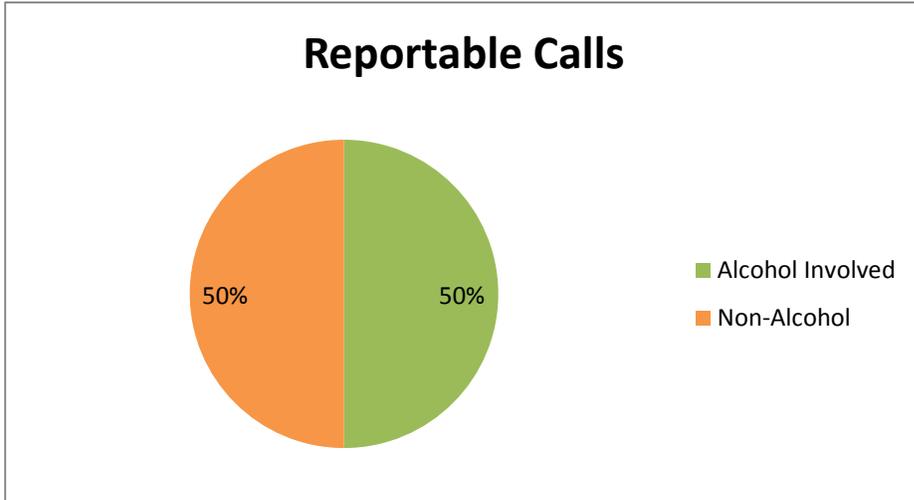


Resident	69
Non-Resident	71
Total PC's	140

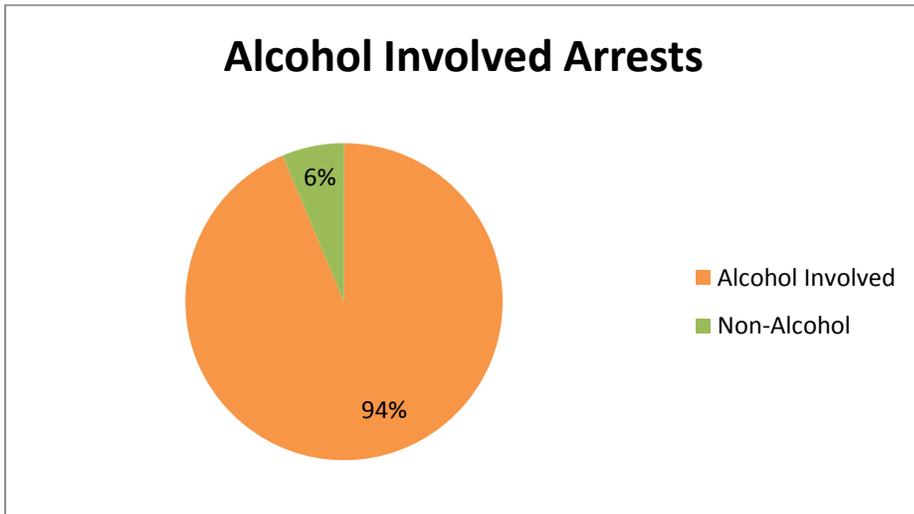
Alcohol Involvement



Alcohol Involved	445
Non-Alcohol	997
Total Calls for Service	1422



Alcohol Involved	51
Non-Alcohol	51
Total Reportable	102



Alcohol Involved	74
Non-Alcohol	5
Total Arrests	79

City Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

July 26, 2016 Regular City Council Meeting

August 9, 2016 Regular City Council Meeting

General Tasks

- Finalized the task outline for public request for information.
- Making final modifications to the public request for information training which will be provided to staff on the 28th of July.
- The US Department of State conducted a passport audit of the City of Bethel acceptance facility. The City passed the audit.
- Worked with Human Resources to finalize the proposed process on the City Manager Recruitment.

Elections

As the manager and coordinator for the State of Alaska Elections that take place in Bethel, the office has been busy coordinating election officials for the August Primary Election.

City of Bethel Regular Election

Candidacy Filing Period, August 5-August 22 at 12p

Deadline for Ordinance adoption to place a question on the ballot, August 20

Deadline to register to vote, September 4

Absentee in person/by mail voting opens September 19

City of Bethel Facebook Page

- The City's Facebook page has been set up but has not been made public.
- The City Clerk's Office is finalizing the use agreement form for the appointed members to the Social Media Committee.
- The City Clerk's Office is finalizing the "branding standards" for the Facebook page which will be presented and approved by the Committee.
- The City Clerk's Office is waiting to hear back from the Chief of Police on the use of Archive Social. The Police Department entered into a contract with Archive Social (retention of page info) and the City has the opportunity to place other pages under that contract-if this works out it could save the City money.
- It is the goal, to have the page active by the end of August.

City Manager Recruitment Process

The Council has arranged a sub unit of themselves, to act as the review team during the City Manager recruitment process. This review team consists of five council members who will be filtering through applications and processes and provided action recommendations to the full Council. The review team will be meeting every Friday beginning August 5, at noon, in the Council Chambers. Notice of these meetings will be posted to the public.

Additional Information
