



City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

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Regular City Council Meeting

Tuesday, September 22, 2015

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
September 22, 2015 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

Rick Robb
Mayor
Term Expires 2015
543-1879
rrobb@cityofbethel.net

Leif Albertson
Vice-Mayor
Term Expires 2015
543-2819
labertson@cityofbethel.net

Mark Springer
Council Member
Term Expires 2015
545-1450
mspringer@cityofbethel.net

Heather Pike
Council Member
Term Expires 2015
545-4802
hpik@cityofbethel.net

Chuck Herman
Council Member
Term Expires 2016
545-5394
cherman@cityofbethel.net

Zach Fansler
Council Member
Term Expires 2016
545-3300
zfansler@cityofbethel.net

Byron Maczynski
Council Member
Term Expires 2016
545-0970
bmaczynski@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) *9-08-2015 Regular Meeting Minutes
 - b) *9-10-2015 Special Meeting Minutes
- 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) Non Standing Committee Reports
- VIII. SPECIAL ORDERS OF BUSINESS**
 - a) Proclamation Commemorating The End Of WWII And Recognizing The Alaska Territorial Guard Members For Their Efforts In WWII (Council Member Maczynski)
 - b) United Pools Presentation (Mayor Robb)
- IX. UNFINISHED BUSINESS**
 - a) Public Hearing On Ordinance 15-28: Amending The Bethel Municipal Code Title 12 To Include 12.10 Complete Streets (Vice-Mayor Albertson)
- X. NEW BUSINESS**
 - a) *Introduction Of Ordinance 15-29: Amending Bethel Municipal Code Chapter 4.08, Acquisition And Disposal Of Land (City Manager Capela)
 - b) *Introduction Of Ordinance 15-30: Amending Bethel Municipal Code 5.20.110, Denial, Suspension Or Revocation Of License Or Permit-Taxicab (Public Safety And Transportation Commission)
 - c) *Introduction Of Ordinance 15-31: Adding Bethel Municipal Code Section 10.02.465, Operation Of Low Speed Vehicles (Mayor Robb)

Agenda posted on September 16, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Strickler, 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 October 13, 2015**)



**City Council Meeting Agenda
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City of Bethel Council Chambers**

- d) *Introduction Of Ordinance 15-32: Amending Bethel Municipal Code Section 5.08, Alcoholic Beverages (Council Member)
- e) *Resolution 15-14: Requesting Small Flight Passenger Carriers To Begin Conducting Baggage Checks On Flights To Bethel (Council Member Maczynski)
- f) *Resolution 15-15: Protesting The Issuance Of A Package Store License To North West Company, AC Quickstore - License #5418, Located At 131 Akakeek Street, Bethel (Council Member Herman)
- g) *AM 15-36: Appointing Mary Weiss To The Parks, Recreation, Aquatic Health And Safety Center (Mayor Robb)
- h) *AM 15-37: Appointing Kathy Hanson To The Parks, Recreation, Aquatic Health And Safety Center (Mayor Robb)
- i) *AM 15-38: Appointing Michelle DeWitt To The Parks, Recreation, Aquatic Health And Safety Center (Mayor Robb)
- j) AM 15-39: Approving The Agreement Between The University Of Alaska, Fairbanks, School Of Natural Science And Extension (City Manager Capela)
- k) AM 15-40: Approval Of The Purchase Of City Sand Shed Insulation From T&H Leveling, Inc. (City Manager Capela)
- l) *AM 15-41: Approving The Appointment Of Deborah White To The Public Safety And Transportation Commission (Mayor Robb)
- m) AM 15-42: Approval Of The City Of Bethel Employee Handbook (Mayor Robb)

XI. MAYOR'S REPORT

XII. MANAGER'S REPORTS

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

XV. EXECUTIVE SESSION

- a) Executive Session To Discuss The Annual Evaluation Of The City Attorney As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person (Mayor Robb)

XVI. ADJOURNMENT

Agenda posted on September 16, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on September 8, 2015 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 Zach Fansler
<input checked="" type="checkbox"/> Vice-Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Byron Maczynski
<input checked="" type="checkbox"/> Council Member Mark Springer	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Manager Ann Capela	<input checked="" type="checkbox"/> City Attorney Patty Burley
<input checked="" type="checkbox"/> City Clerk Lori Strickler	
Council Members Absent:	
<input checked="" type="checkbox"/> Council Member Chuck Herman	<input checked="" type="checkbox"/> Council Member Heather Pike

IV. PEOPLE TO BE HEARD

Jennifer Dobson – Spoke in favor of the Complete Streets ordinance which was originally drafted in a different form by the Public Safety and Transportation Commission and the Public Works Committee.

David Trantham Jr. – There was a golden eagle circling over Bethel tonight, it was beautiful. Read in the Anchorage paper that the nightmare is over, the paper stated the investigation is over. He stated he would like to know how much this investigation cost the taxpayers, to include the indirect cost. The report in the newspaper stated there were no criminal convictions. Requested to know why the ATG Memorial Park Board got caught up in the investigation.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

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

**Pull from the
Consent
Agenda** Ordinance 15-28.

Moved by: Springer

Main Motion: Pull from the table the Proclamation Victory over Japan Day.

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

Main Motion: Postpone Indefinitely Proclamation Victory Day over Japan.

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

VI. APPROVAL OF THE MEETING MINUTES

Item A- 8-25-2015 Regular Meeting Minutes

Item B- 8-26-2015 Special Meeting Minutes

Passed on the consent agenda.

VII. REPORTS ON STANDING COMMITTEES

Public Safety and Transportation Commission

Patty Burley, City Attorney –

Reviewed the Ordinance 15-19, 20 and 21 and will be submitting their formal recommendation to the Council soon.

Port Commission

Mark Springer, Council Representative –

A meeting has not been held due to a lack of a quorum.

Planning Commission

No one available to provide a report.

Parks and Recreation Committee

Council Representative, Richard Robb –

The newly developed committee has not met due to lack of appointments.

Finance Committee

Council Representative Leif Albertson –

A meeting has not been held since the last city council meeting.

Public Works Committee

Byron Maczynski, Council Representative –

A meeting has not been held since the last city council meeting.

Energy Committee

Council Representative, Zach Fansler –

A meeting has not been held since the last city council meeting.

VIII. SPECIAL ORDER OF BUSINESS

Item A – Proclamation September 2, 2015 As Victory Over Japan Day.
Postponed Indefinitely.

Item B – Proclamation September 10, 2015 As Suicide Prevention Day In The City Of Bethel.

IX. UNFINISHED BUSINESS

Item A – Public Hearing On Ordinance 15-26: Approving The Disposal Of City Property Identified As 1.43 Acres Located At Plat 93-92, Lagoon Parcel Bethel Native Corporation ANCSA 14(c) Survey, Situated Within A Portion Of Section 5, Township 8 North, Range 71, West, Seward Meridian, In Accordance With 4.08.030, Disposal Of City Property.

A motion to adopt Ordinance 15-26 was made at the Council's August 25th Regular City Council Meeting.

Main Motion:

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

X. NEW BUSINESS

Item A – Introduction On Ordinance 15-28: Amending The Bethel Municipal Code Title 12 To Include 12.10 Complete Streets.

Main Motion: Introduce Ordinance 15-28.

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

Item B – AM 15-31: Approving The Mayor’s Appointment Of Judy Wasierski To The Parks, Recreation, Aquatic Health And Safety Center Committee.
Passed on the consent agenda.

Item C – AM 15-32: Approving The Selection Of Altman, Rogers & Co. For Audit Services.

Main Motion: Approve AM 15-32.

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

Item D – AM 15-33: Administrative Leave Approval For City Manager To Attend Alaska Municipal League Conference.

Main Motion: Approve AM 15-33.

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

Item E – AM 15-34: Approving The Mayor’s Appointment Of Beverly Hoffman To the Parks, Recreation, Aquatic Health And Safety Center Committee
Passed on the consent agenda.

Item F – AM 15-35: Approving The Contract Of A Planning Consultant.

Main Motion: Approve AM 15-35.

Moved by: Fansler

Seconded by: Springer

Action: Motion carries by a vote of 5-0

In favor: Robb Albertson Springer Fansler Maczynski

Opposed: -0

Item G – Mayor’s Appointment Of A Council Member To The Parks, Recreation, Aquatic Health And Safety Center Committee.

As the previously appointed member of the Parks and Recreation Committee, Mayor Robb appointed himself to the Parks, Recreation, Aquatic, Health and Safety Committee.

Item H – Mayor’s Appointment Of A Council Member To The Marijuana Advisory Committee.

Mayor Robb appointed Council Member Byron Maczynski to the Marijuana Advisory Committee.

Item I – Personal Leave Request, City Attorney September 24-28, 2015.
Passed on the consent agenda.

XI. MAYOR’S REPORT

XII. MANAGER’S REPORT

XIII. CLERK’S REPORT

XIV. COUNCIL MEMBER COMMENTS

Council Member Zach Fansler –

Reminder, there is a big election October 6, Make sure you are registered to vote. If you can’t make it to the polls on Election Day, be sure to vote absentee.

There seems to be a trying time in Bethel because of the vandalism around town.

Council Member Mark Springer –

No comment.

Vice-Mayor Albertson –

Be sure to get your carbon monoxide detectors.

Asked the public to speak under the public hearing opportunity for Complete Streets.

Hoped the voting public gets education on the ballot questions for the October 6, Election.

Council Member Byron Maczynski-

Encouraged the public to attend the September 17, Chamber of Commerce lunch to learn more about the election and ballot questions from the City Clerk.

Mayor Robb –

Hoped everyone had a safe hunt.

The Candidate Forum for the Chamber Lunch is going to be September 24.

The Candidate Forum for KYUK will be on September 29.

XV. ADJOURNMENT

Main Motion: Adjourn

Moved by: Springer

Seconded by: Fansler

Action: Motion carries by a vote of 5-0

In favor: Robb Albertson Fansler Maczynski

Opposed: -0

Council adjourned at 8:01 p.m.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on September 10, 2015 at 12:00 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"/> Vice-Mayor Leif Albertson	
<input checked="" type="checkbox"/> Council Member Zach Fansler	
<input checked="" type="checkbox"/> Council Member Byron Maczynski	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Manager Ann Capela	
<input checked="" type="checkbox"/> City Clerk Lori Strickler	<input checked="" type="checkbox"/> City Attorney Patty Burley
Members Absent:	
<input checked="" type="checkbox"/> Council Member Chuck Herman	<input checked="" type="checkbox"/> Council Member Mark Springer
<input checked="" type="checkbox"/> Council Member Heather Pike	

IV. PEOPLE TO BE HEARD

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Agenda

Moved by:	Albertson
Seconded by:	Fansler
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Maczynski
Opposed:	-0

VI. EXECUTIVE SESSION

Item A – AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/ Pending Litigation regarding administrative appeal of Bethel Spirits package store application.

Move into Executive Session Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/ Pending Litigation regarding administrative appeal of Bethel Spirits package store application.

Main Motion:

Moved by:	Fansler
Seconded by:	Albertson
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Maczynski
Opposed:	–0

VII. ADJOURNMENT

Main Motion: Adjourn

Moved by:	Fansler
Seconded by:	Albertson
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Maczynski
Opposed:	–0

Council adjourned at 1:00p.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel, Alaska

Public Safety & Transportation Commission

September 1st, 2015

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on September 1st, 2015 in the Bethel City Hall Council Chambers.

This meeting was called to order at 7:04PM

II. ROLL CALL

Present: Joan Dewey *Chair*
Alisha Welch *Vice Chair*
Chuck Herman *Council Representative*
Naim Sabani

Ex-Officio Present: Bill Howell *Fire Chief*
Andre Achee *Chief of Police* (via telephone conference)
Christina Him *Recorder and Transportation Inspector Designee*

Other Present: Patty Burley *City Attorney*

III. PEOPLE TO BE HEARD

Frank Mazzaro – Kusko Cab Driver: *Wanted clarification on what a Public Hearing is, specifically agenda item (VI) BMC 5.40.080 Carrying Alcoholic Beverages. Doesn't want to speak in "People to be Heard", but would speak when topic is brought up later on in the meeting.*

IV. APPROVAL OF AGENDA

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

V. APPROVAL OF MINUTES

MOVED:	Herman	Motion to approve the minutes from the regular meeting of June 2 nd , July 7 th , and August 10 th , 2015.
SECONDED:	Sabani	

VOTE ON MAIN MOTION	All in favor.
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VI. SPECIAL ITEM OF BUSINESS

- A. Public Hearing:** On the price and quality of service provided by all regulated vehicles, chauffeurs and dispatch services.

Frank Mazzaro – Kusko Cab Driver: *Would like to know if there is anything specific PSTC will be talking about.*

Per Bethel Municipal Code 5.20.030 C: The Public Safety and Transportation Commission is required to hold two Public Hearing meetings to investigate the quality of services rendered by regulated vehicles, permittees, chauffeurs and dispatch services and shall make such recommendations to the city council as it deems necessary for the improvement of such services.

This is an open discussion, and the public can attend and say what they need to say. This is the first Public Hearing, and another will probably be conducted before the year is over.

VII. CHIEFS' COMMENTS

Chief Bill Howell- *The good news is, the Fire Department is fully staffed for all of our allotted positions, however it is still down one position that was eliminated by fiscal year '15. The department is attempting to seek grant funding through a federal safer grant that was previously awarded to get a position restored.*

Currently the department is training three people, one of which is a local hire, and two are from out of state. The trainees are doing great, and the most recent hire was here on August 21st; it is exciting and nice to have some help.

One ambulance is out of service and is getting repaired at the City Shop; however it should be repaired hopefully this week.

The Fire Department is gearing up for Fire Prevention and are in the process of purchasing fire hats, lollipops, and rulers for the kids, as well as scheduling the schools for fire prevention visits. This is done every October, so there are a lot of on-going preparations.

The EMT1 course will begin on Sept 21st through December 4th. If anyone is interested in volunteering as an EMT and would like to take the course, it would be a great way to serve the community. Recruitment is encouraged and if qualified applicants are obtained, there will be incentives (hat, buttons, supporter t-shirt) for the referral.

The department will be getting a new pick up/plow truck that should be coming in on the last barge. Hoping the plow won't be a cooler for the snow coming this year, trying to stay optimistic and hope that we do have some snow.

Chief Andre Achee – *See Report in Commission Packet*

VIII. TRANSPORTATION INSPECTOR REPORT

See Report in Commission Packet

IX. COUNCIL MEMBER'S COMMENTS

Council Member Herman – *Met with the Department of Transportation (DOT) officials along with the city manager in regards to Ridgecrest Drive. The City is trying to revamp the whole roadway in front of the high school, however it is unclear which way council is going on financially, as the City would have to come up with \$260,000.00 for a \$3 million dollar project. Essentially, revamping the big stretch of road would help in reducing traffic congestion, dust, and pedestrian walkways as well as help the kids around the area. Also spoke with Senator Sullivan about board walks during his visit in Bethel and how important boardwalks are for the community. Currently boardwalks are classified as under “recreation” by the federal government, which means that money from the transportation budget cannot be spent on board walks. In Bethel, boardwalks are used for transportation to get around. He will continue to look at this issue with Council.*

X. UNFINISHED BUSINESS

A. Drug Screening Policy for Chauffeurs

Discussed, no action taken. Commission member Sabani – will speak to Bethel Family Clinic or other agencies in regards to random drug testing services.

B. Taxi Permit Number and Vehicle Numbers

Taxi permit numbers will match its corresponding vehicle numbers and will be implemented with the next scheduled semi-annual inspection of Alaska Cab. A drafted letter notifying cab owners of the change of permit numbers to match their vehicle numbers will be sent out. Schedule of fees for BMC approved decals will need to be sent over to finance department before implementation of selling the decals at the police department.

C. Revocation of Vehicle Permit (BMC 5.20.110)

Per last PSTC meeting, the commission successfully passed the motion to recommend proposed changes of the amended language of BMC 5.20.110 to strike 45 consecutive and 90 consecutive days and add 180 days in a 12 month period, to Council. This will be forwarded to Council before the next Council meeting.

XI. NEW BUSINESS

A. BMC 5.40.080 Carrying Alcoholic Beverages (Commission Member Sabani)

Please see (B). Council Recommendations for BMC Changes as this matter is directly related.

B. Council Recommendations for BMC Changes

(i). Ordinance #15-19 / Ordinance #15-20

MOVED:	Herman	Motion to not recommend Ordinance #15-19 – An ordinance amending Bethel Municipal Code Chapter 5.40.070, Chauffeurs, Alcoholic Beverages and Controlled Substances and repealing 5.40.080, Chauffeurs Carrying Alcoholic Beverages. This motion also simultaneously voids Ordinance #15-20, An Ordinance by the Bethel City Council Amending Bethel Municipal Code Chapter 5.20.120F, Penalties and Remedies.
SECONDED:	Sabani	
VOTE ON MAIN MOTION	All in favor.	

(ii). Ordinance #15-21

MOVED:	Welch	Motion to not recommend Ordinance #15-21, An Ordinance by the Bethel City Council Amending Bethel Municipal Code, Chapter 5.30, Taxicab, River Taxi, Limousine and Global Positioning System Capabilities.
SECONDED:	Herman	
VOTE ON MAIN MOTION	All in favor.	

C. Community Preparedness – PFD (Chair Dewey)

The Public Safety and Transportation Commission discussed ways in which the commission can assist with community preparedness during PFD (Permanent Fund Dividend) season, as there is a significant increase of intoxicated individuals and child welfare situations during the month of October. This includes the opening of the Winter House, which should be fully staffed for the homeless and the Sobering Center for inebriates who are unable to care for themselves. Additionally with the support of the Bethel Police Department’s CSP (Community Service Patrol) Program, the police department is confident that they will have sufficient staffing to handle the work load during PFD season. Other resources include the Fire Department, which have in the past helped with providing transportation of intoxicated individuals to protective custody or a safe residence.

Providing a safe haven for inebriates during this time of the year is important. The public have in the past been helpful and continue to do so by notifying the police department of intoxicated individuals. Inebriates are not always transferred to the jail or the sobering center first; typically if they have a safe residence to go to, they are transported there. It is a preference that they go home to their families, however the reality at times, they have to be taken into protective custody.

One of the CSP protocols includes asking the intoxicated individuals if they have somewhere to go to, a friend or a relative that can help take care of them. CSPs are typically cross trained, and the next EMT class starts in September, most of the time they take advantage of it. The Fire Department is fully staffed with firefighters and EMT personnel. There are 38

total volunteers, and about half of the volunteers are medics. There are also two ambulances available.

D. City Council Candidacy (Vice Chair Welch)

Vice Chair Welch is running for City Council, and if elected would not be able to be a part of PSTC. However, she is encouraging someone who is interested in applying to be a part of the commission. She will continue to encourage people to apply, so that meetings can continue.

I. COMMISSION MEMBER COMMENTS

Joan Dewey- Would like all commission members to think about and keep promoting the service aspect of being on a committee. Values PSTC in terms of the issues that come here for of the community. Hopes that commission members can think of other candidates that might be able to help. Also hopes that the community has a safe PFD season, as too many kids feel the effect.

Naim Sabani- Good luck and congratulations to Alisha. She will be missed here if she gets elected.

Chuck Herman- First Tuesday of October is Election Day, which is also the next scheduled PSTC meeting. Proposes to change the next meeting to Monday, October 5th, 2015 at the same time.

Alisha Welch- No comments.

MOVED:	Herman	Move to change the date of the next meeting from October 6 th to October 5 th at 7:00pm.
SECONDED:	Sabani	
VOTE ON MAIN MOTION	All in favor.	

II. ADJOURNMENT

MOVED:	Welch	Motion to adjourn.
SECONDED:	Herman	
VOTE ON MAIN MOTION	All in favor.	

Meeting adjourned at 9:48pm

APPROVED THIS _____ DAY OF _____, 2015.

Christina Him, Recorder

Joan Dewey, Chair



Planning Commission Meeting Agenda

Regular Meeting Thursday, September 10, 2015 – 6:30PM
City Hall Council Chambers 300 Chief Eddie Hoffman Highway

MEMBERS

Joy Shantz
Chair
Term Expires
12/2015

John Guinn
Vice-Chair
Term Expires
12/2015

Heather Pike
Council Rep.
Term Expires
10/2015

Kathy Hanson
Committee Member
Term Expires
12/2016

Cliff Linderth
Committee Member
Term Expires
12/2016

Vacant
City Planner
Ex-Officio Member

Betsy Jumper
Recorder

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (5 Minute Limit)
- IV. APPROVAL OF THE AGENDA
- V. NEW BUSINESS
 - A. Tall Tower Ordinance
 - B. Zoning
- VI. COMMISSIONER'S COMMENTS
- VII. ADJOURNMENT

City of Bethel, Alaska Planning Commission

August 13, 2015

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on August 13, 2015 in the City of Bethel Council Chambers room, in Bethel, Alaska.

Chair Joy Shantz called the meeting to order at 6:30p.m.

II. ROLL CALL:

Compromising a quorum of the Committee, the following members were present for roll call: John Guinn, Heather Pike, Kathy Hanson, Joy Shantz; Cliff Linderoth. Recording the meeting was Patty Burley.

III. PEOPLE TO BE HEARD: Nobody wished to be heard.

IV. APPROVAL OF AGENDA:

MOTION TO APPROVE THE AGENDA OF AUGUST 13, 2015

MOVED:	John Guinn	To approve the agenda.
SECONDED:	Cliff Linderoth	
VOTE ON MOTION	All in favor 5 yes, 0 opposed.	

V. APPROVAL OF MINUTES:

MOTION TO APPROVE THE MINUTES MAY 14, 2015 AND JULY 11, 20145

MOVED:	John Guinn	To approve the minutes.
SECONDED:	Cliff Linderoth	
VOTE ON MOTION	All in favor 5 yes, 0 opposed	

VI. NEW BUSINESS: A. PUBLIC HEARING: PRELIMINARY PLAT OF UNITED STATES SURVEY NO. 3230 A, VACATING A COMMON LOT LINE BETWEEN LOTS 6 & 7, BLOCK 12 TO CREATE JWS SUBDIVISION. THE APPLICANT IS SHOWALTER SMITH. THE ADDRESS IS 372 JACOB'S WAY.

MOVED:	Kathy Hanson	To approve the preliminary plat.
SECONDED:	Heather Pike	
VOTE ON MOTION	All in favor 5 yes, 0 opposed	

B. RELOCATING THE PLANNING OFFICE: A discussion ensued.

VII. COMMISSIONER'S COMMENTS: (not available)

VII. ADJORNMENT: (not available)

Next meeting will be on Sept. 10, 2015

ATTEST: _____, Joy Shantz, Chairperson
 _____, Betsy Jumper, Recorder

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City of Bethel, Alaska

Planning Commission Meeting

Sept. 10, 2015

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Planning Commission was held on Thursday, Sept. 10, 2015, at 6:30 PM in the City of Bethel Council Chambers room, in Bethel, Alaska. Vice-Chair Guinn called the meeting to order at 6:35 pm.

II. ROLL CALL

Compromising a quorum of the Committee, the following members were present for roll call: John Guinn, Joy Shantz (telephonically), Kathy Hanson, and Cliff Linderoth. Also present was Recorder Betsy Jumper and City Manager Capela.

III. PEOPLE TO BE HEARD: Nobody wished to be heard.

IV. APPROVAL OF AGENDA

MOTION TO APPROVE THE AGENDA OF SEPT. 10, 2015

MOVED:	Kathy Hanson	To approve the agenda for the meeting of September 10, 2015.
SECONDED:	Cliff Linderoth	
VOTE ON MOTION		
All in favor 4 yes and 0 opposed. Motion carries.		

V. NEW BUSINESS: **A.** Tall Towers Ordinance **B.** Zoning **C.** City Manager Proposal on Amending BMC Chapter 4.08—Acquisition and Disposal of Land, and BMC 4.10—Disposal of Personal Property of the City **D.** Complete Streets Ordinance. Since Cliff was unable to stay for very long, it was decided to move item A lower on the list. Item B was discussed briefly. City Manager Capela gave an overview of Item C. Items A. and C. didn't get discussed since Cliff had to go.

VI. ADJOURNMENT

MOVED:	Cliff Linderoth	Motion to adjourn the meeting.
SECONDED:	Kathy Hanson	
VOTE ON MOTION		
4 yes and 0 opposed. Motion carries.		

Next meeting on will be on October 8, 2015

ATTEST: _____, Joy Shantz, Chairman
 _____, Betsy Jumper, Recorder

Special Order of Business



City of Bethel Proclamation

Recognizing the Alaska Territorial Guards men and women and commemorating Victory in the Pacific Day

WHEREAS, WWII was a tremendously difficult time for the United States and the world;

WHEREAS, the City of Bethel wishes to thank the 6,368 Alaska Territorial Guards men and women who served a vital role in protecting our country from foreign aggressors;

WHEREAS, in the absence of organized military services, men and women from communities all over the great State of Alaska came together in force;

WHEREAS, the City of Bethel wishes to thank the ATG for their vigilance in protecting American interests as we commemorate the conclusion of WWII, one of the most brutal conflicts the world has ever known;

WHEREAS, we are thankful to the ATG, as well as all military service personnel, for bringing an end to the war and allowing for a new era of peace and cooperation between former adversaries;

THEREFORE, the City of Bethel, City Council, does hereby recognize the Alaska Territorial Guards men and women in their protection of the nation and further commemorate the end of WWII, Victory in the Pacific Day.

Signed this 22nd day in September 2015.

Richard Robb, Mayor

Lori Strickler, City Clerk

Unfinished Business

Introduced by: Vice-Mayor Albertson
Date: September 8, 2015
Public Hearing: September 22, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-28

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE BY INSERTING CHAPTER 12.01, COMPLETE STREETS

- WHEREAS,** the City of Bethel wishes to ensure that all users of our transportation system are able to travel safely and conveniently on all streets and roadways within the public right-of-way in Bethel;
- WHEREAS,** the term "Complete Streets" refers to a comprehensive, integrated transportation network planned, designed, constructed, operated, and maintained to facilitate safe and convenient travel along and across streets for all potential users, including pedestrians, bicyclists, motor vehicle operators, transit riders, and people of all ages and abilities, including children, the elderly and the disabled;
- WHEREAS,** the City of Bethel wishes to encourage walking, bicycling, and public transportation use as safe, convenient, environmentally friendly, and economical modes of transportation that promote health and independence of all people;
- WHEREAS,** the 2011 Bethel Comprehensive Plan, after incorporating extensive feedback from citizens and administration, described safe pedestrian and bicycle pathways as a priority for our community;
- WHEREAS,** the concepts of "complete streets" were described as goals under sections pertaining not only to roads, but also economic development, transportation, trails and energy;
- WHEREAS,** complete streets better serve the needs of those who use transit systems by providing access to those systems;
- WHEREAS,** while roadway construction and maintenance has traditionally focused primarily on motor vehicle users, most residents of Bethel do not drive

Introduced by: Vice-Mayor Albertson
Date: September 8, 2015
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Action:
Vote:

regularly and according to census data, 58.4% of households in Bethel do not have drivable vehicle available as compared to 10.9% statewide;

WHEREAS, complete streets have public health benefits, such as encouraging physical activity and improving air quality, by providing the opportunity for more people to bike and walk safely;

WHEREAS, complete streets improve access and safety for those who cannot or choose not to drive motor vehicles;

WHEREAS, complete streets are essential in providing safe routes to school for children;

WHEREAS, complete streets policies have been adopted legislatively by at least five states, and by at least 36 localities – of which 13 are by local law (resolutions or ordinances);

WHEREAS, the City of Bethel currently has a limited complete streets policy;

WHEREAS, it is the desire of the City of Bethel to formalize a commitment to the principles of complete streets for all of our streets;

WHEREAS, the Public Works Committee and Planning Commission shall develop goals for the Complete Streets policy based on recognized practices including but not limited to National Complete Streets Coalition Complete Streets Policy Analysis 2010 and American Planning Association Complete Streets: Best Policy and Implementation Practices;

WHEREAS, the City Council will provide Administration with reasonable resources to ensure the implementation of the Complete Streets Policy is effective;

NOW, THEREFORE BE IT ORDAINED, that the City of Bethel authorizes a change to the Bethel Municipal Code as described herein.

SECTION 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the Bethel Municipal Code.

Introduced by: Vice-Mayor Albertson
Date: September 8, 2015
Public Hearing: September 22, 2015
Action:
Vote:

SECTION 2. Amendment. The Bethel Municipal Code is to be amended by adding a new chapter under Title 12, Streets, Sidewalks and Public Places, Chapter 12.10, Complete Streets:

Section 12.10 Complete Streets

12.10.010 Definitions. The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

- A. "Complete Streets" means design features that contribute to a safe, convenient, or comfortable travel experience for users, including but not limited to features such as: sidewalks; shared use paths; bicycle lanes; automobile lanes; paved or surfaced shoulders; crosswalks; pedestrian and traffic signals; signage; public transportation stops and facilities; traffic bumps, and surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; raised medians; and dedicated transit lanes and those features identified in the City of Bethel's most recent Comprehensive Plan.
- B. "Street" means any right of way, public or private, including arterials, connectors, alleys, ways, lanes, and roadways by any other designation, as well as bridges, and any other portions of the transportation network.
- C. "Street Project" means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any Street, and includes the planning, design, approval, and implementation processes, except that "Street Project" does not include minor routine upkeep such as cleaning, sweeping, mowing, spot repair.
- D. "Users" mean individuals that use Streets, including pedestrians, bicyclists, motor vehicle drivers, public transportation riders and drivers, [insert other significant local users if desired, e.g. drivers of agricultural vehicles, emergency vehicles, or freight] and people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities.

12.10.020 Application

Introduced by: Vice-Mayor Albertson
Date: September 8, 2015
Public Hearing: September 22, 2015
Action:
Vote:

The provisions of this chapter will apply to the scoping, design, and construction of projects involving roadways in the City of Bethel.

12.10.030 Requirements

- A. Any roadway in the City which is to be newly constructed or completely reconstructed must be designed and constructed to:
 - 1. Provide for the safety and convenience of all users of all ages and of all abilities: pedestrians, bicyclists, transit users, and motorists; and
 - 2. Address the needs of all users both along roadway corridors and crossing the corridors.
- B. Any project in which an existing roadway surface is to be restored or rehabilitated, and any remediation of deficient or non-existent sidewalks, shall be reviewed for the potential of making the roadway a complete street.
 - 1. Consideration shall particularly include proportionality, the scope of work needed to make a complete street reasonable in relation to the scope of the proposed roadway construction, maintenance or improvement.
 - 2. The application of design standards will be flexible to permit context-sensitive design fitting the roadway design within the context of the neighborhood recognizing that all streets are different and user needs will be balanced.
- C. The Public Works Department will review current designs standards which apply to new roadway construction to assure that they reflect the best available design standards and guidelines, and effectively implement the Complete Streets Policy above stated.
- D. Design standards also serve as guidance for all existing roadway rehabilitation, reconstruction, or resurfacing, to the extent that the work required is reasonably proportional to the scale of the proposed rehabilitation, reconstruction, or resurfacing.

12.10.040 Exceptions.

Infrastructure improvements specifically intended for pedestrians, bicyclists, and transit riders need not be planned nor made where the planning commission recommends and the city council approves with sufficient documentation of the reason for the exception, through resolution.

Such exceptions should generally be considered where:

- 1. Bicycles and/or pedestrians are prohibited by law,
- 2. Transit operation is not present or likely to occur in the foreseeable future,
- 3. Encouraging walking, biking, or transit use would be contrary to public health and safety,

Introduced by: Vice-Mayor Albertson
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4. The cost would be excessively disproportionate to the need or potential use,
5. The project segment length would not result in a meaningful addition to the non-motorized network,
6. Ordinary maintenance activities designed to keep assets in serviceable condition (e.g., spot repair and surface treatments or interim measures on detour or haul routes),
7. There is no identified long-term need, and/or
8. The public works project in question is due to an emergency that requires near-term action.

SECTION 3.Effective Date. This Ordinance shall become effective thirty (30) days from its passage by the Bethel City Council.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Comprehensive Plan Statements

- Need a vision for safety in key pedestrian areas
- Pedestrians/ road- many roads are narrow
- Pedestrian paths along roads (cars drive on "sidewalks" especially in winter, and especially near schools.
- Trails used by snowmachines/ATVs are dangerous for pedestrians; need to separate these modes.
- More support for bicycling

Summary of Transportation Chapter Goals and Strategies

GOAL 1: Support and improve access to and within Bethel for various modes of travel including aircraft, barges, small boats, automobile (via traditional and ice roads), snow machines, all-terrain vehicles, and on foot.

Policy 2e: Design and maintain roads for multi-modal use (i.e., automobiles, ATVs, snowmachines, bicycles, pedestrians).

Public discussion went even further: residents suggested that walkways and/or paths be included in every road project (new or improvements to existing), and that a walkway/path be incorporated into plans to pave Ptarmigan.

Strategy 1: Plan and develop a network of multi-modal streets, accessways, and other improvements, including bikeways, walkways, and safe street crossings, to promote safe and convenient bicycle and pedestrian circulation within the community.

Action 1c: Incorporate the existing traditional trail network system and pedestrian needs when extending the road system.

Policy 1 i: Pedestrian pathways (boardwalks and other systems) shall be accommodated in the downtown area so that travel between adjacent neighborhoods, schools, and the business and office centers is safe and efficient. (LRTP Policy#3)

Policy 1j: Pedestrian and bicycle connections should be required along roads where land uses are concentrated and between buildings and parking areas. (LRTP Policy #4) Public discussion went even further: residents suggested that walkways and/or paths be included in every road project (new or improvements to existing), and that a walkway/path be incorporated into plans to pave Ptarmigan.

Policy 1i: Maintenance and repair of existing snowmobile trails, bikeways and pedestrian accessways (including walkways) will have the same priority as the maintenance and repair of motor vehicle facilities.

Policy 1m: The Bethel Planning Commission will continue serving as an advisory committee to protect and promote trail and pedestrian transportation within the Bethel Urban Boundary.

Policy 3b: To the extent possible, bicycle/pedestrian trails or paths should be established along roadways as these are built (new) or upgraded (existing).

Policy 3f: As part of the development review process, identify existing and future opportunities for bicycle and pedestrian accessways; reserve rights-of-way, as appropriate.

Action 2b: Improve and/or expand local and regional trails and multi-use roads to better serve non-motorized transportation (e.g., pedestrians, bicycles, mushers, skiers). (See Transportation Goa/3.)

Strategy 1: Plan and develop a network of multi-modal streets, accessways, and other improvements, including bikeways, walkways, and safe street crossings, to promote safe and convenient bicycle and pedestrian circulation within the community.

Action 1c: Incorporate the existing traditional trail network system and pedestrian needs when extending the road system.

Car ownership in Bethel and surrounding villages is low;

Pedestrian Accidents 2008-2012 (2013 - current information is not available)

ROADNAME	Year	Month	Day	DAY	TIME	ACCSEVERITY	SURFACECON	LIGHT	ALC/DRG
CHIEF EDDIE HOFFMAN HWY * BETHEL	2008	9	6	SAT	513	FATALITY	WET	DARK - ROADWAY NOT LIGHTED	YES
MAIN STREET * BETHEL	2010	3	25	THUR	1258	POSSIBLE INJURY	SNOW	DAYLIGHT	NO
PTARMIGAN STREET * BETHEL	2011	12	27	TUE	1754	POSSIBLE INJURY	ICE	DARK - ROADWAY NOT LIGHTED	YES
STANDARD OIL ROAD * BETHEL	2011	8	26	FRI	1310	INCAPACITATING INJURY	SAND, MUD,	DAYLIGHT	NO
CHIEF EDDIE HOFFMAN HWY * BETHEL	2011	8	2	TUE	0	PROPERTY DAMAGE ONLY	OTHER	UNKNOWN	NO
BETHEL CENSUS AREA	2012	11	2	FRI	1815	INCAPACITATING INJURY	DRY	DAYLIGHT	Yes
AKAKEEK STREET * BETHEL	2012	8	26	SUN	31	POSSIBLE INJURY	ICE	DARK - ROADWAY NOT LIGHTED	Yes
CHIEF EDDIE HOFFMAN HWY * BETHEL	2012	8	8	WED	1837	POSSIBLE INJURY	DRY	DAYLIGHT	No
MISSION DRIVE * BETHEL	2012	7	9	MON	1713	POSSIBLE INJURY	SAND, MUD,	DAYLIGHT	No
PTARMIGAN STREET * BETHEL	2012	3	20	TUE	1706	POSSIBLE INJURY	ICE	DAYLIGHT	No

service is not available, Pinky's Park, UAF Kuskokwim campus on Akiaq Street, and local stores.¹²

Persons with Disabilities – Census 2000 data indicates that about 16% of the civilian non-institutionalized population in the Bethel census area have a disability¹³ that could impact personal mobility. This suggests that up to 875 residents within the City of Bethel may have a disability of some kind, including about 100 individuals under 21 years old; 600 individuals between 21 and 64 years old; and 175 persons 65 and older. Approximately 350-360 disabled persons between 21 and 64 years of age are employed. This population segment is particularly dependent on local taxicabs for basic transportation, including commuting to work. Given that commuting to a full-time job by taxicab would range from \$1,900 to \$4,800 annually¹⁴ depending on place of residence, it is likely that a sizeable portion of this population group has significant unmet transportation needs.

Low Income Households - Bethel has a relatively large number of persons living below the federally-defined poverty line. The 2000 census reported that 20.4% of the census area population was poor, compared to 9.4% statewide and 12.4% nationally. This suggests that up to 1,200 city residents are living in approximately 400 low income households at the present time. Many of these households are located in the older parts of Bethel east of Watson's Corner and along the river toward the small boat harbor. Others are located west of Ridgecrest Drive on Atsaq and Akakeek Streets, including Ayalpik Apartments. The Bethel Trailer Park on Hoffman Road across from the Post Office also contains a significant number of low income households.

Zero-Vehicle Households – Bethel has a relatively large number of households without regular access to a personal vehicle. The 2000 census reported that 58.4% of all census area households had no vehicle available, while 25.2% had one vehicle, 10.7% had two vehicles, and 5.8% had three or more vehicles available. While Bethel city households are more likely to have auto access than their counterparts in the surrounding villages, even a 45%-50% incidence of zero vehicle availability in the city would be dramatically greater than the statewide (10.9%) and nationwide (10.3%) incidence of zero-auto households. This suggests that minimally 2,600 city residents live in households without regular access to an automobile.

The relatively low auto availability rate in Bethel is corroborated by 2000 census data reporting the mode of transportation used for commuting by Bethel workers 16 years of age or older. In sharp contrast to most larger cities in Alaska and the Lower 48, just 18.7% of workers in the Bethel census area drive alone to work. Another 14% participate in a carpool, so that cumulatively about on-third of all

¹² Per Janet Athanas, Director of Parks and Recreation, July 20, 2004 Town Meeting.

¹³ 2,560 persons reporting a disability among 16,006 total residents in 2000. Source: US Census website.

¹⁴ Assumes round trip taxi fares of between \$8 and \$20 per day, and 240 workdays per year.

Exhibit "A"



FIRST NAME	LAST NAME	
EMAIL ADDRESS		

ISSUES | ADVOCACY | PROGRAMS | TECHNICAL ASSISTANCE | COALITION | RESEARCH | GUIDES | GET INVOLVED | BLOGS | ABOUT US



National Complete Streets Coalition

Fundamentals

GET INVOLVED

COMPLETE STREETS: A TO Z

FUNDAMENTALS

What are Complete Streets?

Benefits of Complete Streets

Fact Sheets

Resources

CHANGING POLICY

IMPLEMENTATION

FEDERAL POLICY

GET HELP

BLOG

NEWSLETTER

WHO WE ARE

CALLES COMPLETAS

ESPAÑOL



Streets are an important part of our cities and towns. They allow children to get to school and parents to get to work. They bring together neighbors and draw visitors to neighborhood stores. These streets ought to be designed for everyone – whether young or old, on foot or on bicycle, in a car or in a bus – but too often they are designed only for speeding cars or creeping traffic jams.

Now, in communities across the country, a movement is growing to “complete” the streets. States, cities, and towns are asking their planners and engineers to build roads that are safer, more accessible, and easier for everyone. In the process, they are creating better communities for people to live, play, work, and shop.

What are “Complete Streets”?

Complete Streets are streets for everyone. They are designed and operated to enable safe access for all users. People of all ages and abilities are able to safely move along and across streets in a community, regardless of how they are traveling. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations.

What do Complete Streets policies do?

Creating complete streets means transportation agencies must change their approach to community roads. By adopting a Complete Streets policy, communities direct their transportation planners and engineers to routinely design and operate the entire right of way to enable safe access for all users, regardless of age, ability, or mode of transportation. This means that every transportation project will make the street network better and safer for drivers, transit users, pedestrians, and bicyclists – making your town a better place to live. The National Complete Streets Coalition has [identified the elements of an ideal Complete Streets policy](#) to help you write one for your town.

The Many Types of Complete Streets

There is no singular design prescription for Complete Streets; each street is unique and responds to its community context. Roadways that are planned and designed using a Complete Streets approach may include: sidewalks, bike lanes (or wide paved shoulders), special bus lanes, comfortable and accessible public transportation stops,

SIGN UP FOR E-NEWS

JOIN THE COALITION

DONATE TODAY

SCHEDULE A WORKSHOP

Supporting Documentation- Ordinance 15-28
Exhibit B

Exhibit "B"



FIRST NAME LAST NAME
 EMAIL ADDRESS



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National Complete Streets Coalition

- [GET INVOLVED](#)
- [COMPLETE STREETS: A TO Z](#)
- [FUNDAMENTALS](#)
- [CHANGING POLICY](#)
- [IMPLEMENTATION](#)
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Rural Areas and Small Towns

By planning, designing, and constructing Complete Streets, communities of all sizes – whether rural hamlets, small towns, or booming metropolises – are able to provide the quality access to jobs, health care, shops, and schools their residents deserve, while also achieving greater economic, environmental, and public health benefits. A Complete Streets approach can provide a more effective and balanced transportation system for the nearly 49 million Americans who live in rural areas and small towns.

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Dangerous, incomplete roads

Residents of small towns are more likely to be hurt or killed on the transportation system than those in urban areas. In 2006, 23% of the U.S. population lived in rural areas, yet 56% of all traffic fatalities occurred in rural areas. Higher driving speeds on rural roads and arterials are more likely to cause fatalities: 68% of fatal crashes on rural roads occurred when the posted speed limit was 55 mph or higher.

Rural communities and small towns tend to have higher concentrations of older adults and low-income citizens, two populations that are less likely to own cars or drive. Without safer roads, those with limited transportation options have little choice: travel along high-speed roadways with few pedestrian accommodations or stay home. In limiting mobility to automobiles alone, these citizens risk isolation from community and the economy.

Improve access

Access to jobs, groceries, healthcare, education, and other destinations is just as vital in rural communities as in suburban or urban areas. More than 1.6 million rural households do not have access to a car. Public transportation, social service van pools, carpooling, and ridesharing services to reach healthcare, employment, and other resources can be a lifeline in rural areas, especially for older adults, people with disabilities, and low-income households. Sixty percent of rural areas have public transportation service, and demand for more options is growing: rural and small urban public transportation systems experienced a 20% rise in ridership from 2002 to 2005. And, just as in urban areas, public transportation trips usually begin and end as walking trips. Creating safe walking, bicycling, and public transportation options for rural residents builds a more livable, accessible community for people of all ages, abilities, and income levels.

Healthy choices for children

Children need safe roads to reach school and activities. Children who live in rural areas are at greater risk for obesity and related disease than children from other areas: children in rural areas are more likely to be overweight or obese than those in urban areas. Providing safe opportunities for walking and biking to and from school is a key strategy to keep kids active and healthy. Roads that are accommodating of children and other vulnerable users will be safer for everyone.

Sensitive to rural contexts

Complete Streets will look different in rural communities than they do in more urban counterparts, and care should be given to ensure rural roadways are not one-size-fits all or overly suburban in nature. For example, roads surrounded by agricultural use may be "complete" by simply providing wide shoulders to allow safe bicycling and walking and providing connections to regional trail and public transportation networks. On roads where homes and other destinations are concentrated along one side of the

street, sidewalks with accessible curb cuts lining just that side may best fit the community context. In town centers, narrower streets, well-marked pedestrian crossings, sidewalks, and street trees can all work to improve safety while maintaining a pleasant, small town feel.

Powering Main Street

Complete Streets are important in helping town centers and Main Streets thrive, too, by improving street connectivity and allowing everyone, whether on foot, bike, or public transportation, to reach community focal points. Many smaller communities do not control their Main Streets; often, the state Department of Transportation does. Construction or widening of Main Streets that function as state highways takes its toll on pedestrian safety and can have a negative impact on small-town economies. In these cases, Complete Streets policies at the local level help communicate the community's vision, and policies at the state level ensure safe, accessible, and attractive streets. Creating Complete Streets can facilitate reinvestment and economic development in the heart of a small town.

Rural communities want Complete Streets

The need for Complete Streets in rural areas and small towns is clear because so many of them have adopted policies. Ulster County, in the far reaches of the New York City metropolitan area, is home to a large state forest preserve as well as communities of varying sizes, like Kingston (pop. 23,000) and Woodstock (pop. 6,200). Its 2009 resolution will create Complete Streets in each of these different contexts. An ordinance in Sedro-Woolley, Washington ensures bicycling and walking are safe, convenient options for its 10,000 residents. De Soto, Missouri's 7,000 residents will benefit from a 2008 ordinance requiring a Complete Streets approach. And the city of Manistique in Michigan's Upper Peninsula recognizes how Complete Streets "support economic growth and community stability by providing accessible and efficient connections between home, school, work, recreation and retail destinations" for its 3,500 residents.

DOWNLOAD [.pdf](#)

[all citations are available in the downloadable files]

Additional Resources

[Examples of Complete Streets Policies in Rural Communities and Small Towns](#)
National Complete Streets Coalition, April 2011

[Sustainable Rural Communities](#) (.pdf)
Partnership for Sustainable Communities, December 2011

[Integrating Safety in the Rural Transportation Planning Process](#)
Federal Highway Administration Office of Safety, November 2014

[Design Guidance for High-Speed to Low-Speed Transition Zones for Rural Highways \(NCHRP report 737\)](#)
Transportation Research Board of the National Academies, 2012

[Active Transportation in Rural Communities and Small Towns](#)
Rails to Trails Conservancy, February 2012

[Case Studies on Transit and Livable Communities in Rural and Small Town America](#)
Transportation for America, 2010

[Putting Smart Growth to Work in Rural Communities](#)
Smart Growth Network, 2010

[Traffic Safety Facts: Rural/Urban Comparison](#) (.pdf)
National Highway Traffic Safety Administration's National Center for Statistics and Analysis

[Planning for Transportation in Rural Areas](#)
Federal Highway Administration

[Greenway Guides](#)
Dutchess County NY Department of Planning and Development

[Greenway Guide: Walkable Communities](#) (.pdf)
Dutchess County NY Department of Planning and Development

[Greenway Guide: Rural Roads](#) (.pdf)
Dutchess County NY Department of Planning and Development

Trails

GOAL 3: Provide a safe and efficient trail network to meet current and future needs, for year-round transportation and recreation use by Bethel residents and visitors.
Strategy 1: Plan and develop a network of multi-modal streets, accessways, and other improvements, including bikeways, walkways, and safe street crossings, to promote safe and convenient bicycle and pedestrian circulation within the community.
Action 1a: Revive the Trails Committee.
Action 1b: Document existing and traditional trails. <i>Out of town trails are reserved by 17B easements.</i>
Action 1c: Incorporate the existing traditional trail network system and pedestrian needs when extending the road system.
Action 1d: Partner with other entities, such as the ADOT&PF, BNC, and other landowners, to plan for, reserve and fund trails.
Action 1e: Designate and mark trails to minimize damage to land.
Action 1f: Connect trail routes to major community facilities (e.g., City Sub, Post Office, Pinky's Park) and public transit stops.
Action 1g: Construct new year-round trails (or converting existing seasonal trails to year-round use).
Action 1h: Pursue BIA and FHWA funds for trails.
Policy 1i: Pedestrian pathways (boardwalks and other systems) shall be accommodated in the downtown area so that travel between adjacent neighborhoods, schools, and the business and office centers is safe and efficient. <i>(LRTP Policy #3)</i>
Policy 1j: Pedestrian and bicycle connections should be required along roads where land uses are concentrated and between buildings and parking areas. <i>(LRTP Policy #4)</i> <i>Public discussion went even further: residents suggested that walkways and/or paths be included in every road project (new or improvements to existing), and that a walkway/path be incorporated into plans to pave Ptarmigan.</i>
Policy 1k: Retrofitting existing arterials and collectors with bike, ATV and snowmobile lanes shall proceed on a prioritized schedule as appropriate and practical (i.e., snowmobile lanes may not be appropriate in areas where street width is less than 50 feet).
Policy 1l: Maintenance and repair of existing snowmobile trails, bikeways and pedestrian accessways (including walkways) will have the same priority as the maintenance and repair of motor vehicle facilities.
Policy 1m: The Bethel Planning Commission will continue serving as an advisory committee to protect and promote trail and pedestrian transportation within the Bethel Urban Boundary.
Strategy 2: Address multi-use conflicts between roadway and trail users.
Action 2a: Place signs at trail and pedestrian crossings and identify access points.
Action 2b: Improve the safety of road-trail crossings (e.g., signage, under-/over-pass).
Action 2c: Consider alternatives that would provide for trail users to use road right of way.
Action 2d: Study alternatives for trail crossings of aboveground utilities. <i>Water/sewer pipes have blocked some trails.</i>
Policy 2e: Minimize environmental impacts (e.g., dust, erosion, soil compaction) of ATV use.
Policy 2f: Pedestrian crosswalks should be provided at regular intervals, especially in residential neighborhoods and near schools. <i>(LRTP Policy #5)</i>

Policy 2g: Bikeways, snowmobile and pedestrian accessways shall be designed and constructed to minimize potential conflicts between transportation modes. Design and construction of such facilities shall follow the guidelines established by the Alaska Bicycle and Pedestrian Plan.
Strategy 3: Reserve trail routes, targeting connections that provide pedestrian access to the river, parks, and pedestrian connections among key public facilities (e.g., school) and residential neighborhoods.
Action 3a: Develop and maintain a safe, continuous, multi-use path along Chief Eddie Hoffman Highway between the downtown business area and the airport to include bicycle, running, and walking routes.
Policy 3b: To the extent possible, bicycle/pedestrian trails or paths should be established along roadways as these are built (new) or upgraded (existing).
Policy 3c: All new subdivision shall incorporate into the lot layout, to the extent practicable, the traditional winter and summer trail system as identified (in LRTP, Maps 4 and 6). The City's ten percent open space set-aside may be used to protect trail networks. <i>(LRTP Policy #1)</i>
Policy 3d: All new subdivisions shall incorporate into the lot layout, to the extent practicable, the tundra village trail network that links Bethel to regional villages. <i>(LRTP Policy #2)</i>
Policy 3e: Consider the potential to establish or maintain accessways, paths, or trails prior to the vacation of any public easement or right-of-way.
Policy 3f: As part of the development review process, identify existing and future opportunities for bicycle and pedestrian accessways; reserve rights-of-way, as appropriate.
Policy 3g: Snowmobile and pedestrian accessways shall connect to local and regional travel routes.
Policy 3h: Priority should be given to developing accessways to major activity centers within the Bethel Urban Growth Boundary (e.g., downtown commercial center, schools, community centers).
Policy 3i: Bicycle parking facilities should be provided at all new residential multifamily developments of four units or more, commercial, industrial, recreational, and institutional facilities.

Background

Bethel has a well-used system of traditional trails and pedestrian boardwalks that provide routes between neighborhoods and business centers within the city, as well as a transportation link between Bethel and surrounding communities. In winter, trails are used by snow machines, dogsleds, cross-country skiers, and pedestrians. In summer months, trails are used by ATVs, pedestrians, and bicycles.

Bethel has about one mile of elevated boardwalk, serving pedestrian traffic. The system of boardwalks is safer for pedestrians than on-street walking routes because it is separated from road traffic and routes lead to appropriate crossing sites. The elevated boardwalks are less expensive than at-grade, separated pathways and have fewer environmental impacts because they are constructed on pilings, rather than solid fill. The Bethel Parks and Recreation Department is currently working to expand the system and establish sections of trail and trail connections, preferably with formal easements. Some trails have already been disrupted by overland water pipes; planning and securing easements can help to minimize such disruption in future. Priorities for new trail routes include:

- trails that connect parks,
- trails that offer a pedestrian facility away from roads to minimize dust impacts,
- trails that connect key locations and existing routes (e.g., Post Office to Pinky's Park),

- loop routes (e.g., Brown Slough), and
- school routes for kids (e.g., along Ptarmigan, across the doughnut hole).

Public Transit

GOAL 4: Provide effective and efficient public transit.
Strategy 1: Improve public transit services.
Action 1a: Purchase a machine to make public transit passes.
Action 1b: Construct shelters at bus stops.
Action 1c: Implement a bus tracking system to provide real-time estimates of bus arrivals.
Action 1d: Incorporate public transit-design features into new development standards.
Action 1e: Build a bus shelter to accommodate buses, maintenance equipment and materials.
Action 1f: Increase the frequency of service (i.e., buses run more often).
Strategy 2: Expand the public transit system.
Action 2a: Consider extending public bus service to the airport and currently un-served subdivisions (e.g., Kasayulie, Tundra Ridge).
Action 2b: Consider expanding public transit system to include a river bus (ferry) service on the Kuskokwim.
Action 2c: Purchase new public transit vehicle(s), as needed, to expand the fleet and enable additional service/routes.

Background

Alternatives to private vehicle include taxi service, bus service and boat shuttle services; these are used extensively by Bethel residents and visiting residents from outlying villages. Public bus service (a more affordable alternative to taxi service at \$2 per passenger; \$1 for elders and children) began in 2008. The system includes two 12-passenger buses and one eight-passenger backup bus. It operates Monday through Saturday from 7a.m. to 6:30 p.m. Current use is estimated at 80-90 rides per day. See Map 5.4 for route information.

Bethel's public transit system is a cooperative effort between the City of Bethel and Orutsararmiut Native Council (ONC). ONC is currently coordinating with the Yukon-Kuskokwim Health Corporation (YKHC) to explore a possible expansion of the existing route to include the airport in order to accommodate patients traveling to YKHC from surrounding villages.

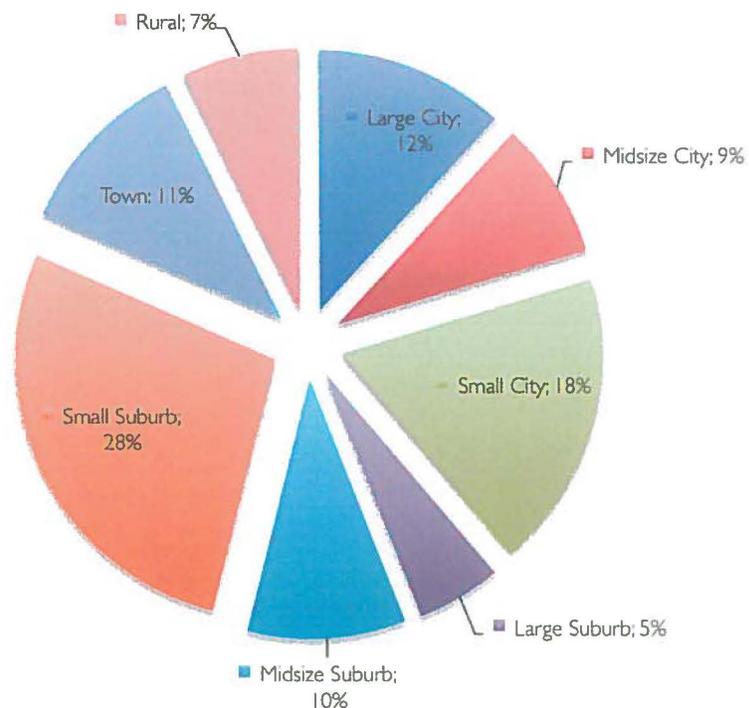


Complete Streets are designed and operated so they work for all users—pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Communities that adopt complete streets policies are asking transportation planners and engineers to consistently design and alter the right-of-way with all users in mind. Contact the National Complete Streets Coalition (www.completestreets.org) to learn about the diverse groups working together to enact complete streets policies across the country!

While sometimes overshadowed by their more urban counterparts, rural areas and small towns are increasingly using Complete Streets policies to articulate their vision for a modern, effective transportation network. These smaller communities are demanding streets offer the safety, access, and mobility achieved through a Complete Streets approach that recognizes the distinct character of rural roads and small town Main Street.

Rural communities and small towns benefit from Complete Streets policies that give them a voice in state transportation planning. Policies provide a systematic way for town leaders to exercise increased control in choosing the among transportation investment options that best fit their locale's character and provide residents and visitors options in accessing jobs, shops, health care, and schools.

To date, towns outside urban areas represent nearly one in five of all communities adopting Complete Streets policies. And demand for Complete Streets outside of center cities is growing: in 2010 alone, 17 smaller communities passed Complete Streets policies.



Cities are the principal community within urban areas, defined by the U.S. Census Bureau as a region where the core has a population of 50,000 or more. Large cities have populations of 250,000 or more; midsize have a population less than 250,000 and greater than or equal to 100,000; and small have a fewer than 100,000 residents.

Suburbs are here defined as communities within an urban area but not the principal city. Large suburbs have 70,000 or more residents; midsize have at least 30,000 citizens but fewer than 70,000; and small suburbs represent those with a population below 30,000. Because of the range of communities within large and small urban areas, suburbs here can mean both smaller communities tightly clustered around the center city or those out on the fringe that more closely resemble small towns.

Towns are jurisdictions within an urban cluster, defined by the U.S. Census Bureau as a region where the a core area has a population between 25,000 and 50,000.

Rural communities exist completely outside of urban areas and urban clusters.

Consider the following communities that are combating obesity, increasing transportation options, adding to their economic base, and becoming safer by "completing" their streets.

(over)



Steering Committee

AARP
Alliance for Biking and Walking
America Bikes
America Walks
American Council of the Blind
American Planning Association
American Public Transportation Association
American Society of Landscape Architects
Association of Pedestrian and Bicycle Professionals
City of Boulder
HINTB
Institute of Transportation Engineers
League of American Bicyclists
McCann Consulting
National Association of Area Agencies on Aging
National Center for Bicycling and Walking
Safe Routes to School National Partnership
Smart Growth America
SvR Design Company

National Complete Streets Coalition

1707 L St NW, Suite 250
Washington, DC 20036
(202) 955-5543
info@completestreets.org



Pipestone, Minn. (pop. 4,101) Residents, city staff, and elected officials had been working closely to promote healthy living and active transportation in this rural community. In February 2011, that collaboration led to the adoption of a Complete Streets policy. Pipestone's policy notes that "all streets are different and that the needs of various users will need to be balanced in a flexible manner" and places priority on creating complete streets around community and regional parks, schools, shopping centers, trails and paths.

Sedro-Woolley, Wash. (pop. 8,568) A small town in the North Cascades, Sedro-Woolley has a noted commitment to Complete Streets. City Council created a new section in its municipal code in June 2010 stating that bicycle and pedestrian ways shall be included in transportation projects and noting that such accommodations were not required where there was no identified need or where their cost would be excessively disproportionate. Sedro-Woolley's city engineers are currently retrofitting the Fruitdal/McGarigle arterial road, adding school zone crosswalks, pavement markings, and ADA ramps.

Tupelo, Miss. (pop. 34,211) Charged with becoming the healthiest community in Mississippi, citizens and elected officials of Tupelo rallied around active transportation. "As we build out and redevelop our older commercial areas into walkable, mixed-use destinations, we will create a transportation network that fits the land use our residents want. Our goal is to make sure that we achieve the goals our residents have asked for," Senior Planner Renee Ray commented.

Kauai County, Hawaii (pop. 58,463) Though sand and sun are easily found on this Hawaiian island, it can be more difficult to find safe facilities for traveling by foot and bicycle, or waiting for a bus. Through the efforts of Get Fit Kauai, residents, elected officials, and county workers, the county adopted a Complete Streets resolution in 2010, ensuring that all local roads be "balanced and equitable in accommodating and encouraging travel by bicyclists, public transportation vehicles and their passengers, and pedestrians of all ages and abilities." Concerned with maintaining the island's tropical rural character, planners and engineers are ensuring community input when rural road work is done.

Doña Ana County, New Mexico (pop. 174,682) Doña Ana County crafted a Complete Streets resolution that promotes multimodal travel while still retaining local color. They take a "context sensitive" approach to their streetscape, accommodating county seat, Las Cruces, and the numerous smaller communities that comprise the county. Their policy even stipulates that streets will incorporate native plants, maintaining a traditional southwestern flair as they progress toward safer and more convenient travel.

Ulster County, NY (pop. 181,440) Ulster County's dedication to Complete Streets illustrates the necessity of multi-modal roads in all communities. Ulster is a microcosm of upstate New York: it boasts expansive wooded mountains, numerous picturesque small towns, and the small hub of Kingston, which has adopted its own Complete Streets policy. Equipped with a Complete Streets policy, a Non-Motorized Transportation Plan, and a state-sponsored public health grant, Ulster County is working to create complete streets within and between its historic communities.



A rural highway with a wide shoulder for use by bicyclists.



A rural community road safe for people on foot, on bicycle, or in cars due to its slower design speed.



Overlooking Kingston, the county seat of Ulster County.

New Business

Introduced by: Council Member Maczynski
Introduction Date: September 22, 2015
Public Hearing: October 15, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-29

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 4.08, ACQUISITION AND DISPOSAL OF LAND

WHEREAS, the City's Planning Commission has a vital role in all the City's land use planning and regulations;

WHEREAS, the City of Bethel, City Council recognizes and values the role of the Planning Commission in developing and recommending the City's 2035 Comprehensive Plan as well as numerous other land use documents, and

WHEREAS, SEC. 4.08.050(C) Lease procedures, a notice to renew the lease must be provided by the lessee to the City Clerk's Office at least 180 days prior to the expiration of a lease agreement made between the City of Bethel and the Lessee; and

WHEREAS, the requirement to have the Planning Commission approve all lease renewals by a vote of the Planning Commission and the City Council creates a redundancy in these procedures, and

WHEREAS, the requirement to have the Planning Commission's recommendation on any sale, lease or exchange of city land could negatively impact the city's ability to timely engage in property transfer due to the Planning Commissions quorum requirements;

NOW, THEREFORE BE IT ENACTED by the City Council of Bethel Alaska as follows:

SECTION 1. Classification. This ordinance is of permanent nature and shall be codified within the Bethel Municipal Code.

SECTION 2. Amendment. The Bethel Municipal Code Chapter 4.08 is amended as follows (new language is underlined and ~~old language is stricken out~~):

Chapter 4.08
ACQUISITION AND DISPOSAL OF LAND

4.08.010 Rights and powers of City.

The city shall have and may exercise all rights and powers in the acquisition, ownership, holding and disposal of any interest in real property not prohibited by law.

A. Any sale, ~~lease or exchange~~ or purchase of city land shall be approved by the city council by ordinance after consideration of the recommendations of the planning commission.

B. Any lease, lease renewal or exchange of city land shall be approved by the city council by ordinance.

4.08.020 Acquisition.

A. The city may acquire any interest in real property by purchase, lease, exchange, transfer, donation or any other method. All acquisitions not otherwise provided for by law shall be by ordinance enacted by a majority vote of the city council.

B. Real property shall be held in the name of the "city of Bethel."

4.08.030 Disposal.

A. Property No Longer Necessary for Municipal Purposes. The city council may, by ordinance, provide for the disposal of an interest in any real property which is no longer necessary for municipal purposes. All such disposals shall be by sealed bid to the highest bidder and shall be made at least at current assessed value or at current appraised value unless otherwise determined by ordinance.

B. Disposal to Entity Providing Necessary Public Service. The city council may, by ordinance, provide for the disposal of an interest in real property to a municipal, borough, state, or federal or other appropriate entity providing a necessary public service without seeking bids and for less than the current assessed value or current appraised value of that interest in real property. All disposals made pursuant to this subsection for less than the current assessed value or current appraised value shall include a condition requiring that the interest of the city being disposed of shall revert to the city in the event the real property disposed of is not being used to provide the necessary public service justifying the original disposal.

C. Disposal in Furtherance of Development of Local Trade or Industry. The city council may, by ordinance, provide for the disposal of an interest in real property to any person or entity in furtherance of the development of local trade or industry without seeking competitive bids but not for less than the current assessed value or current appraised value, whichever is higher, of that interest in real property. All disposals made pursuant to this subsection shall include a condition requiring that the interest of the city being disposed of revert to the city in the event that the real property disposed of is not being used in furtherance of the development of local trade or industry justifying the original disposal.

D. Disposal to Compromise Claim. The city council may, by ordinance, compromise disputed claims of litigation by authorizing disposal of an interest in real property.

E. Disposal to Individual With Equitable Claim. The city council may, by ordinance, provide for the disposal of an interest in real property to an individual with an equitable claim of an interest in the property by reason of their occupancy of the property as their principal place of residence prior to January 1, 1963, and their continued occupancy of the property as their principal place of residence after its transfer to the city by the federal townsite trustee without seeking bids and for less than the current assessed value or current appraised value of that property.

F. Disposal to Native Tribal Council. All disposals made by the city to a native tribal council shall include a requirement that the native tribal council waive any immunity from suit for the purpose of enforcing any conditions attached to the disposal of the city's interest in the real property to the native tribal council.

4.08.040 Notice of disposal.

A notice of the proposed disposal of any interest in real property shall be posted in three (3) conspicuous public places within the city for not less than thirty (30) days and published in a newspaper with general circulation for three (3) weeks before the date of the bid opening or not less than thirty (30) days before the date of the passage of the ordinance authorizing the disposal. The notice shall include:

- A. A legal description of the property including the square footage contained therein;
- B. A description of the city's interest being disposed of;
- C. The method of disposal;
- D. The value of the city's interest being disposed of, according to current assessment or current appraisal;
- E. The date of the proposed disposal; and
- F. The time, place and manner in which the proposed disposal shall occur.

4.08.050 Lease procedures.

A. General Regulations. In addition to the regulations governing disposal of property, the following regulations shall apply specifically to leases. The city may renew a lease without public bid and during the renewal process, the city may change any term or condition contained in the original lease.

B. Expiration. Unless the lease is terminated beforehand, or renewed as stated above, the lessee shall peaceably and quietly leave, surrender and yield up to the lessor all the leased land on the last day of the term of that lease.

C. Renewal. If the lessee wishes to renew the lease, the lessee shall make written application to the city clerk for renewal of the lease at least one hundred eighty (180) days prior to the expiration of the lease. The written renewal application shall contain terms of the proposed renewal. The city manager shall, upon majority vote of the ~~planning commission and~~ city council after a public hearing, issue a renewal of the lease to the lessee.

Introduced by: Council Member Maczynski
Introduction Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

D. Subdivision Regulations. All leased property shall be subject to the land use and subdivision regulations of the city.

4.08.055 Use permit procedures.

In addition to the regulations governing disposal of property, the following regulations shall apply specifically to the issuance of use permits:

A. Use Permits. The city may issue revocable use permits allowing for short term or seasonal uses of city property not to exceed six (6) months. The use permit shall include a provision that it is revocable by the city at any time during the term of the permit without liability to the city save for a pro-rata refund of any prepaid permit fees.

B. Land Use Regulations. All property disposed of by use permit shall be subject to the land use regulations of the city. All property disposed of by use permit shall not be subject to the subdivision regulations of the city.

4.08.060 Definitions.

In this chapter, unless otherwise provided or the context otherwise requires:

A. Appropriate Entity. A determination shall be made by the city council as to whether or not the entity in question will further the public interest.

B. "Interest in real property" includes, but is not limited to, fee simple ownership, a lease, an easement, and the possibility of reverter.

C. "Necessary public service" includes, but is not limited to, police protection; fire protection; public health and safety; public education; electric, water and sewer utilities; and marine, land or air transportation.

D. "Shall" is considered mandatory.

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

ENACTED THIS ___ DAY OF SEPTEMBER 2015, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Introduced by: Public Safety and
Transportation Commission
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-30

AN ORDINANCE BY THE CITY OF BETHEL AMENDING BETHEL MUNICIPAL CODE SECTION 5.20.110 DENIAL, SUSPENSION OR REVOCATION OF LICENSE OR PERMIT

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. Amending BMC Title 5.20.110 The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

5.20.110 Denial, suspension or revocation of license or permit

A. The transportation inspector shall have the power to suspend or revoke a chauffeur's license.

1. The transportation inspector shall immediately suspend or revoke a chauffeur's license if a chauffeur is convicted by a court of competent jurisdiction of an offense set forth in BMC 5.40.030;

2. The transportation inspector shall suspend or revoke a chauffeur's license upon receipt of evidence sufficient to cause the transportation inspector to conclude that it is more likely than not that a chauffeur is incapable of controlling a motor vehicle safely;

3. The transportation inspector shall deny, suspend, or revoke the chauffeur's license of any chauffeur failing or refusing to take a drug and/or alcohol test in accordance with BMC 5.20.085.

B. Upon a request by the transportation inspector or on its own initiative, the commission shall have the power to suspend or revoke a taxicab, river taxi, and limousine or bus permit.

Introduced by: Public Safety and
Transportation Commission
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

1. The commission shall suspend or revoke a taxicab, river taxi, limousine or bus permit upon finding after a hearing that:

- a. A permittee has not operated pursuant to the permit for ~~forty-five (45) consecutive days or for ninety (90) days~~ one hundred eighty (180) days in any twelve- (12-) month period; provided, that such failure to operate is not caused by strike, public catastrophe, or other act beyond the control of the permittee but not including insolvency;
- b. A permittee has sold or otherwise lost the use of the vehicle which was being operated pursuant to the permit and has failed to replace it within sixty (60) days after the date of such sale or loss;
- c. A permittee has failed to make any payments required under Chapters 5.20 through 5.50 BMC or to make any payments (including but not limited to business license fees and sales taxes) or remit any fees required by any other provisions of this code;
- d. A permittee has submitted a false or misleading inspection report from a designated inspection station.

2. The commission may suspend or revoke a taxicab, river taxi, limousine or bus permit upon finding after a hearing that a permittee has violated any provision of Chapters 5.20 through 5.50 BMC. The commission may suspend or revoke a chauffeur's license upon finding after a hearing that a licensee has violated any provision of Chapters 5.20 through 5.50 BMC;

3. The transportation inspector shall immediately suspend or revoke a taxicab, river taxi, limousine or bus permit upon being provided with appropriate notice that a permittee has been convicted by a court of competent jurisdiction of an offense set forth in BMC 5.30.040;

4. The transportation inspector may immediately revoke a permit under this subsection if the transportation inspector determines that continued operation of the permit will result in substantial risk to the public health or welfare. If the transportation inspector revokes a permit based upon such determination, the revocation action shall expire in ten (10) days, unless within this time the

Introduced by: Public Safety and
Transportation Commission
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

commission holds a hearing and determines that a continued emergency revocation is warranted until such time as the commission makes a decision on an appeal to the revocation, should such an appeal be filed by the permittee.

C. The commission may suspend or revoke a dispatch service permit upon a finding after a hearing that:

1. Such dispatch service has not commenced operation within ninety (90) days after issuance of the permit;
2. Such dispatch service has failed to provide dispatch services for a period of ninety (90) consecutive days; provided, that such failure to operate is not caused by strike, public catastrophe or other act beyond the control of the dispatch service other than insolvency; or
3. Such dispatch service does not have a valid radio station license issued by the Federal Communications Commission ("FCC") or such dispatch service is not in compliance with any terms and conditions imposed on it by the FCC.

D. Violation of any of the terms and conditions of a suspension or revocation imposed by this section is a separate violation.

E. Upon suspension or revocation of a chauffeur's state driver's license, his or her chauffeur's license shall simultaneously and automatically become void. A chauffeur shall surrender his or her chauffeur's license to the transportation inspector and cease operating a regulated vehicle immediately upon suspension or revocation of the chauffeur's state driver's license. Such a chauffeur shall not thereafter operate a vehicle for which a chauffeur's license is required unless he or she is first (1st) issued a new chauffeur's license in accordance with BMC 5.40.030.

F. A permittee or licensee must surrender his or her permit or license to the transportation inspector immediately upon suspension or revocation.

G. A permittee or licensee may appeal a suspension or revocation by the transportation inspector to the commission in accordance with BMC 5.20.100. A permittee or licensee may appeal a suspension or revocation by the commission to the Superior Court in accordance with BMC 5.20.100.

Introduced by: Public Safety and
Transportation Commission
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

H. Unless provided otherwise in Chapters 5.20 through 5.50 BMC, a permit or license that is revoked shall become void and revert to the commission.

SECTION 3. Effective Date. This ordinance shall become effective immediately, upon passage by the City Council.

ENACTED THIS ____ DAY OF _____ 2015, BY A VOTE OF ___IN FAVOR AND ___OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Mayor Robb
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-31

AN ORDINANCE BY THE CITY OF BETHEL AMENDING BETHEL MUNICIPAL CODE CHAPTER 10.02.465, MOTOR VEHICLE AND DRIVING OFFENSES, OPERATION OF LOW SPEED VEHICLES

Whereas, people of Bethel use multiple forms of transportation;

Whereas, in 2010 the Alaska Legislature passed a provision to allow off-road municipalities to permit use of mini trucks and other low speed vehicles;

Whereas, mini trucks are potentially a low cost, low fuel, method of transportation;

Whereas, the people of Bethel have traditionally supported multiple forms of transportation;

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. Amending BMC Title 10.02 The Bethel Municipal Code is amended as follows (new language is underlined):

10.02.465 Operation of low-speed vehicles.

A. The operator of a low-speed vehicle is subject to all the traffic and other laws applicable to operators of passenger vehicles.

B. The operator of a low-speed vehicle may operate that vehicle on a highway with a maximum speed limit of 45 miles an hour.

SECTION 3. Effective Date. This ordinance shall become effective immediately, upon passage by the City Council.

Introduced by: Mayor Robb
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

**ENACTED THIS ____ DAY OF _____ 2015, BY A VOTE OF ____ IN FAVOR AND
____ OPPOSED.**

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk



LAWS OF ALASKA

2010

Source

HCS CSSB 59(TRA)

Chapter No.

AN ACT

Relating to the operation of low-speed vehicles.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1

AN ACT

1 Relating to the operation of low-speed vehicles.

2 _____
3 * **Section 1.** AS 28.35.261(b) is amended to read:

4 (b) The operator of a low-speed vehicle may not operate that vehicle on a
5 highway that has a maximum speed **limit** of more than 35 miles an hour.
6 Notwithstanding this subsection, the operator of a low-speed vehicle may **operate**
7 **that vehicle**

8 **(1) on a highway with a maximum speed limit of 45 miles an hour**
9 **if the highway is**

10 **(A) within a municipality that**

11 **(i) has a population of less than 35,000;**

12 **(ii) is not connected by road to Anchorage or**

13 **Fairbanks; and**

14 **(iii) has passed an ordinance allowing for the**
15 **operation of low-speed vehicles as provided for in this**

1
2
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subparagraph; or

(B) within an area of the unorganized borough, outside of a city, that is not connected by road to Anchorage or Fairbanks;

(2) across an intersection with [CROSS] a highway that has a maximum speed limit greater than is permissible [OF MORE THAN 35 MILES AN HOUR IF THE CROSSING IS MADE AT THE INTERSECTION WITH A HIGHWAY THAT IS AUTHORIZED] for low-speed vehicles under this subsection.

Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-32

AN ORDINANCE BY THE BETHEL CITY COUNCIL, REPEALING AND REPLACING BETHEL MUNICIPAL CODE 5.08, ALCOHOLIC BEVERAGES

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. Amendment. Bethel Municipal Code Chapter 5.08 is repealed and replaced, (old language is stricken):

Chapter 5.08 *ALCOHOLIC BEVERAGES*

Sections:

~~5.08.010~~ — Defined.

~~5.08.011~~ — Consumption, sale and service of alcoholic beverages prohibited.

~~5.08.020~~ — Closing hours.

~~5.08.030~~ — Bringing liquor to licensed premises — Leaving partial containers.

~~5.08.040~~ — Maintenance of order.

~~5.08.050~~ — Liquor handler permit — Required.

~~5.08.060~~ — Liquor handler permit — Issuance — Revocation.

~~5.08.070~~ — Liquor handler permit — Cost.

~~5.08.080~~ — Sunday and holiday sales.

~~5.08.090~~ — Election day sales.

~~5.08.100~~ — Minors.

~~5.08.110~~ — Permitting violation.

~~5.08.120~~ — Inspection of premises.

~~5.08.130~~ — Violation — Penalty.

Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

37 ~~5.08.010-Defined.~~

38 ~~For the purpose of this chapter, "intoxicating liquors" and/or "alcoholic beverages"~~
39 ~~mean all spirituous, vinous, salt and other fermented and/or distilled liquors intended,~~
40 ~~or used, for human consumption and containing more than one (1) percent alcohol by~~
41 ~~volume.~~

42 ~~5.08.011 Consumption, sale and service of alcoholic beverages prohibited.~~

43 ~~A. No person may sell or offer to sell any alcoholic beverage in package stores or bars~~
44 ~~within three hundred (300) feet of a church building or within three hundred (300) feet~~
45 ~~of any school grounds.~~

46 ~~B. No person may sell or offer to sell any alcoholic beverage in or within two hundred~~
47 ~~(200) feet of a church building or within two hundred (200) feet of any school grounds.~~

48 ~~C. Any person or business that is behind in taxes to the city of Bethel is prohibited from~~
49 ~~receiving alcoholic beverage licenses.~~

50 ~~D. As used in this section, the terms "school building," "school," "school grounds" or~~
51 ~~"educational building" shall apply only to state, county, city, or church school buildings~~
52 ~~and to such buildings at such other schools in which are taught subjects commonly~~
53 ~~taught in the common schools, and which are public schools or private schools as~~
54 ~~defined by the state of Alaska. The terms "school building" and "educational building"~~
55 ~~include only those structures in which instruction is offered, except colleges and~~
56 ~~universities. The term "school grounds" shall apply only to the parcel or parcels of land~~
57 ~~on which a school, school building or educational building is located, except colleges~~
58 ~~and universities.~~

59 ~~E. The term "church building" as used herein shall mean the main structure used by any~~
60 ~~religious organization for purposes of worship.~~

61 ~~F. The requirements for minimum distance from a church building located in a shopping~~
62 ~~center shall not apply to any license for retail package or retail consumption.~~

63 ~~G. For purposes of this section, distance shall be measured by the most direct route of~~
64 ~~travel on the ground and shall be measured in the following manner:~~

65 ~~1. From the main parking lot entrance of the establishment from which alcoholic~~
66 ~~beverages are sold or offered for sale;~~

Introduced by: Council Member Fansler
on behalf of the City
Attorney
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67 ~~2. In a straight line, regardless of obstructions, to the nearest public sidewalk,~~
68 ~~walkway, street, road or highway by the nearest route;~~

69 ~~3. To the main entrance of the church building or to the nearest portion of the~~
70 ~~school grounds.~~

71 ~~5.08.020 Closing hours.~~

72 ~~No person shall consume, sell, offer for sale, give, furnish, or deliver from an authorized~~
73 ~~licensee, any intoxicating liquor by the drink on any licensed premises between the~~
74 ~~hours of 12:00 midnight and 12:00 noon each day, except on those days when the~~
75 ~~licensed establishment is required to be closed for the entire day by this chapter or any~~
76 ~~other law. The package liquor store shall close at 6:30 p.m.~~

77 ~~5.08.030 Bringing liquor to licensed premises — Leaving partial containers.~~

78 ~~A. No person shall have in his immediate possession on a licensed premises any~~
79 ~~container which contains any alcoholic beverage which was not furnished to him by the~~
80 ~~licensee, or his agent or employee, of that premises.~~

81 ~~B. No person shall exit from a licensed premises, or a licensed building or enclosure, if~~
82 ~~there is any open or partially empty container which contains any alcoholic beverage~~
83 ~~which was furnished to him by the licensee, or his agent or employee.~~

84 ~~5.08.040 Maintenance of order.~~

85 ~~Each licensed premises, except private clubs, shall employ at least one (1) person,~~
86 ~~licensed as required in BMC 5.08.050, who shall be on duty between 8:00 p.m. and the~~
87 ~~closing hour of the licensed premises. This person shall not be the bartender on duty,~~
88 ~~manager, owner or co-owner of the establishment and shall be on duty for the express~~
89 ~~purpose of maintaining order within the establishment and assuring compliance, by the~~
90 ~~clientele, with the provisions of this chapter.~~

91 ~~5.08.050 Liquor handler permit — Required.~~

92 ~~No person in the employment of any retail liquor outlet in the city dispensing liquor to~~
93 ~~the public shall remain in that employment or handle intoxicating liquors unless such~~
94 ~~person is in possession of a liquor handler's permit. Such permit shall be immediately~~
95 ~~available to the permittee during all working hours for the licensee, and shall be~~
96 ~~displayed to any peace officer upon demand of the officer.~~

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97 ~~5.08.060 Liquor handler permit — Issuance — Revocation.~~

98 ~~All liquor handler permits shall be prepared and issued by the city clerk. These permits~~
99 ~~issued under BMC 5.08.050 shall be marked with the word "Security" in addition to all~~
100 ~~other present wording and shall be issued only after approval of the chief of police. All~~
101 ~~permits issued under this chapter may be cancelled, suspended, or revoked, for cause,~~
102 ~~at any time by the chief of police. All such cancelled, suspended, or revoked permittees~~
103 ~~shall have the right to appeal to the city council within twenty-one (21) days of the~~
104 ~~decision by the chief of police.~~

105 ~~5.08.070 Liquor handler permit — Cost.~~

106 ~~The cost of each permit issued under this chapter shall be twenty-five dollars (\$25)~~
107 ~~except that those permits issued to waitresses shall be ten dollars (\$10).~~

108 ~~5.08.080 Sunday and holiday sales.~~

109 ~~A. No person may consume, sell, offer for sale, give, furnish or deliver, from an~~
110 ~~authorized licensee, any intoxicating liquor on any licensed premises on any Sunday, or~~
111 ~~on the following holidays:~~

- 112 ~~1. New Year's Day (January first (1st));~~
- 113 ~~2. Lincoln's Birthday;~~
- 114 ~~3. Washington's Birthday;~~
- 115 ~~4. Memorial Day;~~
- 116 ~~5. Independence Day (July Fourth (4th));~~
- 117 ~~6. Labor Day (first (1st) Monday in September);~~
- 118 ~~7. Thanksgiving Day (fourth (4th) Thursday in November);~~
- 119 ~~8. Christmas Day (December twenty-fifth (25th)).~~

120

121 ~~B. For the purpose of this chapter, the holidays set out in subsection A of this section~~
122 ~~shall be observed according to the federal designation for their observation. For the~~
123 ~~purpose of determining Sundays and holidays as prescribed in this section, they shall~~
124 ~~commence at the closing hour of the business hours for the preceding day and shall~~
125 ~~terminate at the opening hour of the day following the Sunday or holiday.~~

126 ~~5.08.090 Election day sales.~~

127 ~~It is unlawful to give, barter, sell, or in any licensed premises to dispose of, any~~
128 ~~intoxicating liquor upon a day upon which a general, special or primary election is held~~
129 ~~in the state at large, until the polls have closed, or to so dispose of liquor in the city~~
130 ~~when an election is being held therein until the polls are closed.~~

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131 ~~5.08.100 Minors.~~

132 ~~No person shall give, barter, sell, furnish or deliver any intoxicating liquor to any~~
133 ~~intoxicated person or to any minor.~~

134 ~~5.08.110 Permitting violation.~~

135 ~~It is unlawful for the owner of any licensed premises or any other person to direct,~~
136 ~~request, cause, or permit any violation of this chapter.~~

137 ~~5.08.120 Inspection of premises.~~

138 ~~The premises of licensees authorized to sell or distribute intoxicating liquor shall be~~
139 ~~easily accessible for inspection by peace officers during all regular hours of the~~
140 ~~transaction of business upon the premises, and at any other time with reasonable~~
141 ~~notice by the officer.~~

142 ~~5.08.130 Violation – Penalty.~~

143 ~~Any person, firm, or corporation convicted of a violation of any provision of this chapter~~
144 ~~shall be punished pursuant to Chapter 1.08 BMC.~~

145

- 146 5.08.010 Definitions
- 147 5.08.020 Procedure for Administrative Review of License Applications
- 148 5.08.030 City Council Review of License
- 149 5.08.040 Council Action on Liquor License Applications
- 150 5.08.050 Special Use Permit Required
- 151 5.08.060 Restriction on Location of Alcohol Sales
- 152 5.08.070 Licensee Responsible for Employees' Actions on Premises
- 153 5.08.080 Hours and Days of Operation
- 154 5.08.090 Obligation to Enforce Restrictions within Licensed Premises
- 155 5.08.100 Alcohol Server Training Course Requirement
- 156 5.08.110 Operation of Licensed Premises
- 157 5.08.120 Restrictions on Purchase and Sale of Alcoholic Beverages
- 158 5.08.130 Sale to Intoxicated Persons
- 159 5.08.140 Eviction of Patrons
- 160 5.08.150 Permitting Consumption on Premises
- 161 5.08.160 Open Container
- 162 5.08.170 Transportation of Alcohol
- 163 5.08.180 Keg Registration
- 164 5.08.190 Inspection of Premises
- 165 5.08.200 Access for Enforcement
- 166 5.08.210 Alcohol Offenses

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167 5.08.220 Penalties

168

169 **5.08.010 Definitions.**

170 A. "Alcoholic Beverages" mean all spirituous, vinous, malt or other fermented or
171 distilled whatever the origin, that is intended for human consumption as a
172 beverage and that contains one-half of one (1) percent or more of alcohol by
173 volume, whether produced commercially or privately.

174

175 B. "Board" means the Alcoholic Beverage Control Board established under AS
176 04.06.010.

177

178 C. "Intoxicated Person" means a person whose physical or mental conduct is
179 substantially impaired as a result of the introduction of an alcoholic beverage
180 into the person's body and who exhibits those plain and easily observed or
181 discovered outward manifestations of behavior commonly known to be produced
182 by the overconsumption of alcoholic beverages.

183

184 D. "Licensed Premises" means any or all designated portions of a building or
185 structure, rooms or enclosures in the building or structure, or real estate leased,
186 used, controlled, or operated by a licensee in the conduct of business for which
187 the licensee is licensed by the ABC Board and the City at the specific address for
188 which the license is issued.

189

190 E. "Liquor License" means any of the licenses or permits described in AS 04.11.080

191

192 F. "Open containers" means any original container or package without the Internal
193 Revenue Service strip stamp intact upon such container or package; any
194 container or package that has been opened at least once since purchase or
195 manufacture; or any container or package containing an alcoholic beverage
196 other than the original container or package.

197

198 G. "Person" means an individual, partnership, cooperative, association, joint
199 venture, corporation, estate trust, business, receiver, or any entity, group or
200 combination acting as a unit.

201

202 H. "School" means the physical building and/or grounds of an educational facility
203 operated either publicly or privately in which are taught subjects commonly
204 taught in throughout the State of Alaska.

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205 **5.08.020 Procedure for Administrative Review of License Applications.**

- 206 A. Upon receipt of notice from the Board of an application for the issuance,
207 renewal, transfer of location or transfer to another person of a liquor license for
208 a license location in the City, the clerk shall as soon as practicable distribute
209 copies of the notice to the city manager, the city council and the city attorney.
210
- 211 B. The city manager shall immediately refer the application for review as follows:
212
- 213 1. To the planning director or their designee to determine if the applicant has
214 complied with the Special Use provisions of BMC 16.20;
215
 - 216 2. To the finance director or their designee to determine whether the licensee or
217 license transferee is delinquent in paying to the City any tax, assessment,
218 business license fee, or fee or charge for utility service for the business
219 and/or affiliate (as defined in 3 AAC 304.990) that operates or will operate,
220 under the liquor license.
 - 221 3. To the police and fire chiefs to determine whether, in their opinion there have
222 been excessive calls for service, excessive numbers of convictions or arrests
223 for unlawful activity at the license location, police or ambulance reports,
224 reports of unlawful activity at the license location, or police, fire or ambulance
225 dispatches to the license location.
226
- 227 C. The fire chief, police chief, planning director and finance director shall forward
228 written statements to the city manager within fourteen (14) calendar days after
229 the application was referred by the city manager.
230
- 231 D. The city manager shall provide a written report to the city council, with a copy to
232 the applicant, listing any objections to the Board's issuance of the application.
233 The city manager's report is due not less than twenty (20) days but not more
234 than thirty (30) days after the date of receipt of notice from the city clerk.
235
- 236 E. An applicant who believes the city manager's report contains factual errors shall
237 file a written protest outlining, with specific, the sections of the report believed to
238 be factually incorrect. Such protest must be filed to the city manager not later
239 than ten (10) calendar days after issuance of the city manager report.
240
- 241 F. The city manager shall investigate the applicant's protest and shall issue a
242 written decision no later than ten (10) calendar days after receipt of the protest.
243

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244 G. The city clerk shall place the matter of the application upon the city council
245 agenda not less than thirty (30) and not more than forty (40) calendar days
246 after the date of receipt from the Board;

247 **5.08.030 City Council Review of License.**

248 The city council shall determine whether to protest the issuance, renewal or transfer
249 of a liquor license application and shall consider the following factors it believes are
250 pertinent. Such factors shall include, but not be limited to:

- 251 1. City records indicating whether the applicant and/or transferor is in violation
252 of the city sales tax ordinances or regulations, has failed to comply with any
253 of the filing, reporting or payment provisions of the city ordinances or
254 regulations, or has any unpaid balance due on tax accounts for which the
255 applicant and/or transferor is liable;
- 256 2. The character and public interests of the surrounding neighborhood;
- 257 3. Actual and potential law enforcement problems;
- 258 4. Whether the applicant can demonstrate prospective or continued compliance
259 with a liquor server awareness training program approved by the Board, such
260 as or similar to the program for techniques in alcohol management (T.A.M.);
- 261 5. The concentration of other licenses of the same and other types in the area;
- 262 6. Whether the surrounding area experiences a high rate of alcohol abuse, crime
263 or accidents in which the abuse of alcohol is involved;
- 264 7. The adequacy of parking facilities;
- 265 8. The safety of ingress to and egress from the premises;
- 266 9. Compliance with state and local fire, health and safety codes;
- 267 10. The degree of control the licensee has or proposes to have over the conduct
268 of the licensed business. In determining the applicant's demonstrated ability
269 to maintain order and prevent unlawful conduct, the city council may consider
270 police reports, the appearance of a readily identifiable pattern or practice of
271 recurring violent acts or unlawful conduct on the licensed premises.
272 testimony presented before the council, written comments, or other evidence
273 deemed to be reliable and relevant to the purpose of this subsection;
- 274 11. Whether the applicant can demonstrate prospective or continued compliance
275 with operations procedures for licensed premises set forth in BMC section
276 5.08.110.

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- 277 12. The proximity to a school or church, senior citizen apartment
278 housing/facilities, alcohol inpatient or outpatient treatment;
- 279 13. Any history of convictions of the applicants and affiliates of the applicants for:
280 (a) Any violation of AS Title 04;
281 (b) Any violation of city ordinances;
- 282 14. If application is made for the renewal or transfer of location or transfer of
283 ownership of a license, the City shall consider whether the operator has
284 engaged in a pattern of practices injurious to public health or safety, such as
285 providing alcohol to minors or intoxicated persons, committing serious
286 violations of state law relevant to public health or safety, or other actions
287 within the knowledge and control of the operator which place the public
288 health or safety at risk. In determining if a pattern or practices injurious to
289 public health or safety exists, the city council may consider criminal
290 convictions, credible proof of illegal activity even if not prosecuted, police
291 reports, testimony presented before the council, or other evidence deemed to
292 be reliable and relevant to the purpose of this subsection.
- 293 15. Any other factor the city council determines is relevant to a particular
294 application.

295 **5.08.40 Council Action on Liquor License Applications.**

- 296 A. At the date and time set for consideration of the proposed application, the city
297 council shall determine whether to protest the issuance, renewal, relocation or
298 transfer of a license.
299
- 300 B. If a majority of the city council votes to protest the application, a resolution shall
301 be prepared and introduced at the next regularly scheduled council meeting or
302 earlier if necessary to meet the requirements of AS 04.11.480.
303
- 304 C. At least seven (7) calendar days prior to the council meeting, the city clerk shall
305 provide the applicant with:
306
- 307 1. A copy of the proposed resolution; and
 - 308 2. Notice of the date and time when council will consider the resolution; and
 - 309 3. Notice the applicant will have an opportunity, pursuant to 3 AAC
310 304.145(d), to appear before the council to defend the application.
311

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312 D. A protest by the council under this section cannot be based in whole or in part
313 on police reports or other written materials available to the City but which were
314 not provided to the affected applicant before the public hearing on that protest.
315

316 E. At the conclusion of the public hearing, and any deliberation of the council, the
317 council may choose to:

- 318
- 319 1. Pass the resolution protesting to the Board the issuance, transfer or
320 renewal of the liquor license application; or
 - 321 2. Recommend the license be approved with conditions; or
 - 322 3. Take no action on the application.
- 323
324

325 **5.08.050 Special Use Permit Required.**

326 Unless exempt, any use that includes the retail sale or dispensing of alcoholic beverages
327 is permitted only by a special use permit as outlined in BMC section 16.20. The special
328 use requirement applies only to the retail sale or dispensing of alcoholic beverages and
329 not to related principal or accessory uses.

330 **5.08.060 Restriction on Location of Alcohol Sales.**

331 A. No beverage dispensary or package store licensee may sell or offer to sell any
332 alcoholic beverage within three hundred (300) feet of a church building or within
333 three hundred (300) feet of any school grounds.
334

335 B. No other type of premises licensed under AS 04.11.080 may sell or offer to sell
336 any alcoholic beverage in or within two hundred (200) feet of a church building,
337 school grounds, senior housing facility, or alcohol treatment facility.
338

339 C. For purposes of this section, distance shall be measured by the most direct route
340 of travel on the ground and shall be measured in the following manner:

- 341
- 342 1. From the main parking lot street entrance off of an established roadway of
343 the establishment from which alcoholic beverages are sold or offered for
344 sale;
 - 345 2. In a straight line, regardless of obstructions, to the nearest public
346 sidewalk, walkway, street, road or highway by the nearest route;

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347 3. To the main entrance of the church building, senior housing facility,
348 alcohol treatment facility or to the nearest portion of the school grounds.

349 **5.08.070 Licensee Responsible for Employees' Actions on Premises.**

350 A. A licensee may neither knowingly allow agents or employees to violate this
351 chapter or AS Title 04 or regulations adopted thereunder, or to recklessly or with
352 criminal or civil negligence fail to act in accordance with the duties prescribed
353 under AS 04.21.030 with the result that an agent or employee of the licensee
354 violates a law, regulation or ordinance.

355
356 B. The licensee shall be responsible for all acts or omissions of the licensee's
357 employees on the licensed premises. The licensee may be cited and prosecuted
358 for all acts or omissions of employees which are committed on the licensed
359 premises and which are in violation of this chapter; provided, however, that the
360 prosecution of the licensee shall not prohibit the prosecution of the employee for
361 acts or omissions committed by the employee in violation of any provision of this
362 chapter.

363 **05.08.080 Hours and Days of Operation.**

364 A. Premises licensed under AS 4.11.080 for the service and consumption of
365 alcoholic beverages shall be closed for the sale, service and consumption of
366 alcoholic beverages between the hours of 10:00 p.m. and 11:00 a.m. Monday
367 through Friday, and between the hours of 11:00 p.m. and 11:30 a.m. on
368 Saturday or Sunday or on a legal holiday recognized by the state under AS
369 44.12.010 with the exception of New Year's Day during which the establishment
370 shall close at 1:00 am.

371
372 B. All other retail premises licensed under AS 4.11.080 shall be closed for the sale
373 of alcoholic beverages between the hours of 12:00 a.m. and 12:00 p.m. Monday
374 through Friday, between the hours of 2:00 a.m. and 3:00 p.m. on Saturday, and
375 between the hours of 2:00 a.m. and noon on Sunday.

376
377 C. A person may not sell, offer for sale, give, furnish, deliver or consume an
378 alcoholic beverage on premises licensed under AS 04.11 during the hours of
379 closure set forth in this section.
380

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- 381 D. A licensee, an agent, or employee may not permit a person to consume alcoholic
382 beverages on the licensed premises between the hours of closure set forth in this
383 section.
384
385 E. A licensee, an agent, or employee may not permit a person to enter and a
386 person may not enter premises licensed under AS 04.11 during the hours of
387 closure set forth in this section. This subsection does not apply to common
388 carriers or to an employee of the licensee who is on the premises to prepare for
389 that day's or the next day's business.
390
391 F. As authorized by AS 04.16.070(b) the sale of alcoholic beverages on State and/or
392 City Election Days is not prohibited.

393 **5.08.090 Obligation to Enforce Restrictions within Licensed Premises.**

394 A licensee, their agent or employee may not permit the consumption of alcoholic
395 beverages by any person within the licensed premises unless it is permitted by the
396 license.

397 **5.08.100 Alcohol Server Training Course Requirement.**

- 398 A. A licensee, their agent or employee may not sell or dispense alcoholic beverages
399 to the public prior to the successful completion of a liquor server awareness
400 training program approved by the Board.
401
402 B. A licensee, their agent or employee who elects to take an approved program
403 online, must have the examination proctored at the City of Bethel offices by a
404 duly appointed employee of the City.
405
406 C. Licensees, their agents and employee who sell or dispense alcoholic beverages
407 must be able to show proof of completion of a liquor server awareness training
408 program approved by the Board upon request by a peace officer, the city
409 manager (or their designee) or the Board.

410 **5.08.110 Operation of Licensed Premises.**

- 411 A. Except as otherwise provided in this section, the operations procedures set forth
412 in subsection B of this section shall apply to all persons seeking the issuance,
413 renewal or transfer of any license issued by the Board by virtue of AS Title 4 and
414 other applicable provisions of law allowing the sale or service of alcoholic
415 beverages. Subsections B1. of this section shall not apply to persons seeking the

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416 issuance, transfer or renewal of licenses issued under AS Title 4 which do not
417 authorize the sale or service of alcoholic beverages for consumption on the
418 premises licensed.

419 B. Persons seeking the issuance, transfer or renewal of licenses issued by the Board
420 under AS Title 4 and other applicable provisions of law shall comply with the
421 following operations procedures:

422 1. *Happy Hours*. No licensee may:

423 i. Sell more than one (1) drink for the price of a single alcoholic drink,
424 or sell a drink with increased alcoholic content, or sell a multiple of
425 any number of drinks in a manner which has the effect of selling
426 more than one (1) drink for the price of a single drink.

427 ii. Advertise, promote or put in public notice the giving of free
428 alcoholic drinks to customers.

429 iii. Advertise, promote or put in public notice the sale of alcoholic
430 beverages at a reduced price at certain times of the day or days of
431 the week. Nothing in this subsection shall prohibit a licensee from
432 increasing prices during times when entertainment is provided.

433 iv. This subsection shall not be construed to prohibit licensees from
434 giving away or selling at a reduced price food items to customers
435 and patrons.

436 2. *Public Transportation*. Licensees shall make available to their patrons access
437 to means of public transportation to permit patrons to make arrangements for
438 transportation off the premises.

439 3. *Notice of Penalties*. Operators shall place, at conspicuous locations within
440 licensed premises, a clear and legible sign describing applicable penalties for
441 driving under the influence, and for service or sale of alcoholic beverages to
442 minors or intoxicated persons.

443 4. *Availability of Nonalcoholic Drinks*. Operators shall have nonalcoholic drinks
444 available for their patrons.

445 5. *Compliance Determination*. In order to determine whether applicants seeking
446 the issuance, renewal or transfer of alcoholic beverage licenses have

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447 complied with the provisions of this chapter, applicants shall, at the request
448 of the City, submit to the city manager (or their designee) an alcoholic
449 beverage licensee compliance form. Upon request, operators shall also
450 provide the city manager with certificates from all current employees
451 demonstrating that those employees have successfully completed a liquor
452 service awareness training program such as the program for techniques in
453 alcohol management (T.A.M.) as approved by the Board.

454 6. *Solicitation of Purchase of Alcoholic Beverages for Consumption by Employee.*
455 A person employed by a licensee shall not solicit or encourage any patron of
456 the licensed premises to purchase alcoholic beverages for consumption by the
457 employee or by any other employee. For the purposes of this subsection, the
458 term "employee" includes any contractual arrangement by which an individual
459 provides services to the licensee, whether compensation be in the form of
460 salary, commission, fee or otherwise.

461 7. *Warning Signs for impoundment and Forfeiture of Vehicles Seized Pursuant to*
462 *an Arrest for or Charge of Driving Under the Influence or Refusal to Submit to*
463 *Chemical Tests.* Operators shall display at conspicuous places in licensed
464 premises two (2) signs warning that vehicles are seized in cases of driving
465 under the influence or refusal to submit to chemical tests. One of these
466 warning signs shall be at least eleven (11") inches by fourteen (14") inches in
467 size, and must read, in lettering at least one-half (1/2") inch high and in
468 contrasting colors or black and white, "DRIVE UNDER THE INFLUENCE—LOSE
469 YOUR CAR." The sign described in the preceding sentence must carry a logo
470 or illustration approved by the chief of police or their designee which shows
471 an automobile being towed. The second warning sign shall be at least eleven
472 (11") inches by fourteen (14") inches and must read, in letters at least one-
473 quarter (1/4") inch high and in contrasting colors or black and white,
474 "WARNING: IF YOU DRIVE UNDER THE INFLUENCE OR LET ANYONE DRIVE
475 YOUR VEHICLE UNDER THE INFLUENCE, YOU WILL LOSE YOUR VEHICLE.
476 The police SEIZE cars and trucks driven by intoxicated drivers. A vehicle will
477 be IMPOUNDED for 30 days for the driver's first DUI offense. A vehicle will be
478 FORFEITED if the driver has been convicted of DUI in the past ten (10)
479 years."

480 C. *Mandatory identification check in the retail sale of alcoholic beverages:* Licensee
481 or licensee's employee or agent shall require any purchaser (and anyone
482 accompanying the purchaser) of alcoholic beverages to produce a current
483 government-issued identification with birth date and photograph for identification

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484 check prior to any on-premises sale. The purpose of the identification check is to
485 verify age and eligibility to purchase alcoholic beverages. Failure to conduct the
486 mandatory identification check required by this section is a violation of code and
487 the licensee or licensee's employee or agent failing to conduct the mandatory
488 identification check shall be subject to the civil penalty provisions of this chapter.
489 For purposes of mandatory identification check required by this section:

490 1. "*Current government-issued*" means a state, federal or foreign government
491 picture identification in force and effect for a specified period stated within
492 the identification, when presented prior to expiration of the period stated. A
493 state government identification with birth date and photograph issued by any
494 state of the United States is included within the meaning of "current
495 government-issued" if the period of validity is specified and the identification
496 is presented prior to expiration of the period stated.

497 2. The subsequent invalidation of the identification as a bona fide government-
498 issued identification does not invalidate the compliance.

499 3. An ongoing pattern of non-compliance with the mandatory identification
500 check required by this code may result in review of the conditions of use or
501 may result in the revocation of a special use permit previously approved by
502 the city council. Action by the city council on licensee's special use permit
503 under this section shall be in addition to any criminal or civil penalty
504 applicable to the individual making the sale without performing the
505 mandatory identification check.

506 D. *Security Personnel.* Package stores and bars shall have security personnel on
507 the premises at all times that the premises are open to the public.

508 E. *Security Cameras.* At least two (2) twenty-four (24) hour time lapse security
509 cameras are required to be installed and properly maintained on the exterior of
510 the building at locations licensed to sell and/or store alcoholic beverages. At
511 least two (2) additional twenty-four (24) hour time lapse security cameras are
512 required to be installed and properly maintained in the interior of the building at
513 all locations licensed to sell and/or store alcoholic beverages. At least one of the
514 interior cameras must be able to capture all sales transactions. All criminal and
515 suspicious activities recorded on the surveillance equipment must be reported to
516 law enforcement as soon as practicable. To the extent allowed by law, the
517 establishment operators may be required to provide any tapes or other recording
518 media from the security camera to the Police Department.

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519 F. *Premises to be cleared Upon Closing.* Upon closing, licensees shall clear alcoholic
520 beverage establishment of all persons, other than necessary employees, within
521 fifteen (15) minutes after the closing hours.

522 G. *Age Limit Signs to be exhibited.* All licensees shall cause to remain displayed
523 upon the premises and in the entrance to the premises of their establishments a
524 conspicuous sign in a prominent place visible from outside the establishment,
525 which shall in substance state: "No person under the age of 21 years permitted.
526 Any such person will be prosecuted to the full extent of the law." Excepting that
527 licensed establishments regularly serving meals may modify the sign in
528 accordance with the provisions of this chapter and AS 04.

529 **5.08.120 Restrictions on Purchase and Sale of Alcoholic Beverages.**

530 A. A person licensed under AS 04.11.090 (Beverage Dispensary), 04.11.100
531 (Restaurant or Eating Place), 04.11.110 (Club License), or 04.11.150 (Package
532 Store) may not purchase, sell, or offer for sale an alcoholic beverage unless the
533 alcoholic beverage being purchased, sold, or offered for sale was obtained from
534 a person licensed under:

- 535 1. AS 04.11.160 (wholesale licenses) as a primary source of supply for the
536 alcoholic beverage being purchased, sold, or offered for sale;
- 537 2. AS 04.11.150 (package store) and the alcoholic beverage being purchased,
538 sold, or offered for sale was obtained from a person licensed under AS
539 04.11.160 (wholesale) as a primary source of supply; or
- 540 3. AS 04.11.130 (licensed brewery), 04.11.140 (licensed winery), or 04.11.170
541 (licensed distillery).

542 **5.08.130 Sale to Intoxicated Persons.**

- 543 A. A licensee, his agent or employee may not knowingly or negligently:
- 544 1. Sell, give or barter alcoholic beverages to an intoxicated person;
- 545 2. Allow another person to sell, give or barter an alcoholic beverage to an
546 intoxicated person within the licensed premises;
- 547 3. Allow an intoxicated person to enter and remain within the licensed
548 premises or to consume an alcoholic beverage within the licensed
549 premises; or
- 550 4. Permit an intoxicated person to sell or serve alcoholic beverages.

Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

551 **5.08.140 Eviction of Patrons.**

552 The licensee and employees of the licensee are expressly permitted to evict any person
553 suspected of being under the age of twenty-one (21) or intoxicated and failure of such
554 person to leave after oral request is unlawful and an offense on the part of that person.

555 **5.08.150 Open Container.**

- 556 A. It shall be unlawful to carry, transport or possess an open container of alcoholic
557 beverages on the public streets, sidewalks, alleys, parks, or other public places
558 throughout the city; except that an open container of alcoholic beverages may
559 be carried in a vehicle in a locked trunk or other secured location inaccessible to
560 the driver and passengers within the vehicle.
561 B. Open containers are permitted on private residential property, with the consent
562 of the owner or legal occupant of the property.

563 **5.08.160 Transportation of Alcohol.**

564 The transportation of alcoholic beverages by common carrier or commercial
565 carrier within the City of Bethel to a residential home or non-licensed alcohol
566 distribution facility is strictly prohibited except as expressly authorized by AS 04.

567

568

569 **5.08.170 Keg Registration.**

570 A. Obligations of seller. Any person who sells or offers for sale kegs or other
571 containers containing four (4) gallons or more of alcoholic beverages, or leases
572 kegs or other containers capable of holding four (4) gallons or more of alcoholic
573 beverage to consumers who are not licensed under AS 04.11 shall, prior to
574 surrendering physical possession of the keg or other container:

575 1. Require the purchaser of the alcoholic beverages to sign a declaration and
576 keg registration form for the keg or other container on a form approved by
577 the chief of police. The form shall contain:

578 i. The name and address of the seller and the purchaser;

579 ii. The type and identifying number of the identification presented by
580 the purchaser pursuant to AS 04.21.050

Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
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Vote:

- 581 iii. A sworn statement, signed by the purchaser under penalty of
582 perjury, stating that the purchaser is twenty-one (21) years of age
583 or older; will not allow persons under twenty-one (21) years of age
584 to consume the alcoholic beverages purchased pursuant to AS
585 04.16.051, will not remove or obliterate or allow the removal or
586 obliteration of the temporary registration tag affixed to the keg or
587 other container, and will return the keg to the seller within the time
588 constraints set by the seller;
- 589 iv. The return date specified by the seller;
- 590 v. The particular address or addresses where the alcoholic beverages
591 will be consumed, and the date on which it will be consumed;
- 592 vi. A warning that it is illegal to obscure or remove the registration
593 tag; and
- 594 vii. The unique identifier of the temporary tag attached to the keg or
595 container as required under this section.
- 596 2. Affix an approved temporary tag with a unique identifier to all containers over
597 four (4) gallons or more of an alcoholic beverage prior to surrendering
598 possession or control thereof to a consumer; and
- 599 3. Require the purchaser to separately and prominently display a copy of the
600 keg registration form within five (5) feet of the keg or other container while
601 the keg or other container is in the purchaser's possession or control.
- 602 4. Upon return of the keg or other container, the seller shall note the date
603 thereof and the initials of the person who accepts the return.
- 604 5. The licensee shall retain a copy of the keg registration form and receipt,
605 which shall be retained on the licensed premises for a period of one (1) year.
606 The records shall be available for inspection and copying by any peace
607 officer, the city finance director or their designee, the Alcohol Beverage
608 Control Board investigator or agent.
- 609 B. Obligations of purchaser. Any person who purchases or leases kegs or other
610 containers containing four (4) gallons or more of alcoholic beverages shall:

Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

- 611 1. Sign a declaration and keg registration form for the keg or other container on
612 a form provided by the seller pursuant to subsection A. of this section;
- 613 2. Provide identification pursuant to AS 04.21.050;
- 614 3. Be of legal age to purchase, possess, or use alcoholic beverages;
- 615 4. Not allow any person under the age of 21 to consume the beverage except as
616 provided by AS 04.16.051;
- 617 5. Not remove, obliterate, or allow to be removed or obliterated, the
618 identification required under subsection C. of this section;
- 619 6. Return the keg or other container to the place of purchase no later than the
620 date indicated on the identification tag required under this section;
- 621 7. Not move, keep, or store the keg or its contents, except for transporting to
622 and from the distributor, at any place other than that particular address
623 declared on the keg registration form; and
- 624 8. Separately and prominently display a copy of the keg registration form within
625 five (5) feet of the keg or other container during the time that the keg or
626 other container is in the purchaser's possession or control.

627 C. Identification of containers.

- 628 1. A keg registration form provided by licensees and approved by the Bethel
629 police chief shall be properly completed by the licensee for sales and leases
630 of kegs or other containers holding four (4) or more gallons of alcoholic
631 beverages for off-premises consumption, and shall contain:
- 632 2. The keg registration form affixed to the keg or container may serve as the
633 purchaser's receipt.
- 634 3. Kegs or other containers holding four (4) gallons or more of alcoholic
635 beverages shall have a properly completed keg registration form affixed
636 thereon when sold for off-premises consumption. Possession of a keg or
637 other container which holds four (4) gallons or more of alcoholic beverages,
638 other than on the seller's premises, without a properly completed registration
639 and declaration form either affixed thereon or in possession of the person
640 with the keg(s) or other container holding four (4) or more gallons of
641 alcoholic beverages shall be a violation of this chapter.

Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

642 **5.08.180 Inspection of premises.**

643

644 A. The premises of licensees authorized to sell or distribute intoxicating liquor shall
645 be easily accessible for inspection by police officers during all regular hours of
646 the transaction of business upon the premises, and at any other time with
647 reasonable notice by the officer.

648

649 B. The police department may inspect any premises with an alcoholic beverage
650 license for compliance with conditions on the license. Upon discovering a
651 violation of such conditions, the police department shall submit a written report
652 of the violation to the city clerk for review by the city council and provide a copy
653 thereof to the licensee.

654

655 C. If at any time there appears to be a readily identifiable pattern or practice of
656 recurring violent acts or unlawful conduct in a licensed premise, the City may
657 send notice of possible protest to the licensee that he or she must submit and
658 implement a plan for remedial action or be in jeopardy that a protest will be filed
659 to any renewal, transfer of location or transfer of ownership sought by the
660 licensee.

661

662 D. Upon receiving a report of conditions violation, the city council may:

663

664 1. Revoke the premise's conditional use permit;

665

666 2. Protest the issuance, renewal, transfer, relocation or continued operation of
667 the license;

668 3. Recommend imposition of conditions on the state liquor license pursuant to
669 AS 04.11.480(c); or

670

671 4. Notify the Board that a licensee has violated conditions and request that an
672 accusation pursuant to AS 04.11.370 be brought against the licensee.

673

674 E. Prior to taking any of the actions listed in subsection c) of this section, the City
675 shall give the permittee or licensee notice and an opportunity to be heard on the
676 accusation(s) at a publicly noticed council meeting.

677 **5.08.190 Access for Enforcement.**

Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

- 678 A. The public entrance of licensed alcoholic beverage establishments shall be open
679 and unlocked before and after the closing hour of such establishment if there are
680 any patrons in the establishment.
681
- 682 B. Licensees of licensed alcoholic beverage establishments, their employees and all
683 patrons in such establishments shall permit and aid the entry of any law
684 enforcement officer during all hours of operation and at any other time when
685 there are two or more persons in such licensed alcoholic beverage establishment.
- 686 C. Lack of knowledge, lack of intent and absence from the premises shall not be
687 defenses to any action brought under this section against any such employee in
688 charge of such establishment or such licensee.
- 689 D. The following evidence shall constitute a prima facie case of violation of this
690 section in any action under this section against any such employee in charge of
691 such establishment or against any licensee:
- 692 1. A law enforcement officer knocked heavily at the public entrance of a licensed
693 beverage dispensary or licensed alcoholic beverage establishment and such
694 entrance was not opened within one minute thereafter to permit his
695 entrance; plus
- 696 2. Evidence of sound emanating from the licensed alcoholic beverage
697 establishment, heard by such officer, and his opinion that he concluded that
698 two or more persons were in such establishment.
- 699 E. Licensees shall provide the Police Chief with their current hours of operation. Any
700 changes to the hours of operation shall be communicated, in writing, to the
701 Police Chief, at least three (3) business days prior to the change being
702 implemented.

703 **5.08.200 Alcohol Offenses.**

- 704 A. Violation of any section of this chapter shall be an infraction.
705 B. The Bethel Police Department shall have the authority to write and serve
706 citations for violations of the provisions of any portion of this chapter.

707 **5.08.210 Penalties.**

Offense	BMC Section	Mandatory Court	Penalty Amount
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Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
Action:
Vote:

		Appearance	
Premises Open during non-permissible hours	5.08.080A & B	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Premises Open during on non-permissible days	5.08.080A & B	No	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Selling, Offering for Sale, Giving, Furnishing, Delivering or Consuming Alcohol on Premises during hours of Closure	5.08.080C	No	\$300
Allowing person to consume alcohol on premises during hours of closure	5.08.080D	No	\$300
Allowing non-employee onto premises during hours of closure	5.08.080E	No	\$300
Allowing consumption on premises in violation of license	5.08.090	No	\$500
Selling or dispensing alcohol prior to successful completion of a liquor server awareness training program	5.08.100A	Yes	\$1,000
Allowing employee to sell or dispense alcohol prior to their successful completion of a liquor server awareness training program	5.08.100A	Yes	\$1,000
Failure to show proof of successful completion of a liquor server awareness training program	5.08.100C	Correctable	\$300
Violation of Happy Hour rules	5.08.110B1	No	\$300
Failure to provide access to means of public transportation to patrons	5.08.110B2	No	\$150

Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
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Vote:

Failure to permit patron to arrange for transportation off premises	5.08.110B2	No	\$500
Failure to post clear and legible signs describing applicable penalties for DUI and for service of alcoholic beverages to minors or intoxicated persons	5.08.110B3	No	\$250
Failure to have non-alcoholic drinks available	5.08.110B4	No	\$150
Failure to submit an alcoholic beverage compliance form upon request	5.08.110B5	No	\$300
Solicitation by employee of the purchase of an alcoholic beverage for personal consumption by the employee	5.08.110B6	Yes	\$500
Failure to post warning signs for impoundment and forfeiture of vehicles seized pursuant to an arrest or charge of DUI or Refusal	5.08.110B7	No	\$250
Improper sized warning signs for impoundment and forfeiture of vehicles seized pursuant to an arrest or charge of DUI or Refusal	5.08.110B7	No	\$150
Failure to check identification of purchaser	5.08.110C	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Acceptance of non-conforming identification for purchase of alcoholic beverage	5.08.110C	Yes	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700

Introduced by: Council Member Fansler
on behalf of the City
Attorney
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Vote:

Failure to have security personnel on premises during hours of operation	5.08.110D	No	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Failure to install or maintain security equipment	5.08.110E	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Failure to report suspicious activity from security cameras to law enforcement	5.08.110E	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Interior camera not positioned to capture sales transactions	5.08.110E	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Failure to clear premises after closing	5.08.110F	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Failing to post age limit signs	5.08.150	No	\$300
Sale of alcoholic beverages improperly obtained	5.08.120	Yes	\$700
Sale of alcohol to an intoxicated person	5.08.130	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Providing alcohol to an intoxicated person	5.08.130	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Allowing another person to sell or provide alcohol to an intoxicated person	5.08.130A2	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000

Introduced by: Council Member Fansler
on behalf of the City
Attorney
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Allowing an intoxicated person to enter and remain within licensed premises	5.08.130A3	Yes	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Permitting intoxicated person to consume alcoholic beverage within a licensed premise	5.08.130A3	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Permitting an intoxicated person to sell or serve an alcoholic beverage	5.08.130A4	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Carrying, transporting or possessing an open container in public	5.08.150	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Transportation of alcohol by common carrier	5.08.160	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Transportation of alcohol by commercial carrier	5.08.160	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Failure to Require or complete keg registration form	5.08.170	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Incomplete keg registration form	5.08.170	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Failure to tag or improperly tagged keg	5.08.170	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Removal or damaging of tag on keg	5.08.170	No	\$500

Introduced by: Council Member Fansler
on behalf of the City
Attorney
Date: September 22, 2015
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Vote:

Failure to display keg registration form	5.08.170	No	\$300
Failure to affix keg declaration form to keg	5.08.170	No	\$300
Failure to retain keg declaration forms for one (1) year	5.08.170	No	\$500
Failure to make premises easily accessible for inspection by police officers	5.08.180A	Yes	\$700
Failing to maintain premises unlocked while patrons are on premises	5.08.190A	Yes	\$1,000
Failure to permit or aid the entry of law enforcement during hours of operation	5.08.190B	Yes	\$700
Failure to permit or aid the entry of law enforcement any time there are two (2) or more persons on the premises	5.08.190B	Yes	\$700

708

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

711

712 **ENACTED THIS ____ DAY OF (MONTH) 2015, BY A VOTE OF ___IN FAVOR AND**
713 **OPOSED.**

714

715

716

717

718

Richard Robb, Mayor

719

720 ATTEST:

721

722

723

724

725 _____
Lori Strickler, City Clerk

726

CITY OF BETHEL, ALASKA

RESOLUTION #15-14

A RESOLUTION REQUESTING SMALL PASSENGER FLIGHT SERVICES TO BETHEL TO BEGIN HAVING BAG INSPECTIONS ON FLIGHTS TO BETHEL

WHEREAS, while it is not an FAA requirement for passenger flights with less than 50 seats to perform bag inspection, the Bethel City Council requests consideration of this process for all passenger flights to Bethel to assist in the elimination of drug transports to the region;

WHEREAS, the Yukon Kuskokwim Region is facing an increase in drug related offences;

WHEREAS, as provided in the 2014 Alaska State Troopers, Annual Drug Report, the number of heroin related charges/arrests reported by the State of Alaska Troopers was 118 in 2011, 146 in 2012, 151 in 2013 and 209 in 2014 showing a 77% increase in the number of related charges/arrests over a period of four years;

WHEREAS, the Annual Drug Report also indicated, the use of heroin is no longer a problem for just the urban areas of Alaska, more and more rural communities are showing significant increases in illicit drug activity;

WHEREAS, all businesses within this community should hold responsibility for the health and safety of the public and region they serve;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council requests business operating small passenger flight to Bethel, begin conducting bag inspections.

PASSED AND APPROVED THIS __ DAY OF SEPTEMBER 2015, BY A VOTE OF __ IN FAVOR AND __ IN OPPOSITION.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Council Member Herman
Date: September 22, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 15-15

A RESOLUTION BY THE CITY OF BETHEL PROTESTING THE ISSUANCE OF A STATE OF ALASKA ALCOHOLIC PACKAGE STORE LICENSE FOR AC QUICKSTORE; LOCATED AT 131 AKAKEEK STREET; OWNED BY NORTH WEST COMPANY INC.; LICENSE ID# - 5418

- WHEREAS,** in 2010 the City held an advisory vote asking the citizens of Bethel "Should the City of Bethel support a liquor license application for a liquor store within the City of Bethel?";
- WHEREAS,** in response to the question, 498 citizens (63%) voted no, they did not want the City Council to support the issuance of a liquor license application for a liquor store within the City and 287 (37%) voted in favor;
- WHEREAS,** public policy dictates the Bethel City council represent the will, desires and opinions of the voters and citizens of Bethel, Alaska Administrative Code 3 AAC 304.145 states, " the board will not substitute its judgment for that of the local governing body on matters of public policy that have reasonable factual support";
- WHEREAS,** at the March 24, 2015 Bethel City Council meeting, 43 people provided public testimony on potential sales of alcoholic beverages in the community, and with 37 of those individuals, or 73% speaking in opposition;
- WHEREAS,** at the April 6, 2015 town hall meeting, 50 people provided public testimony on potential sales of alcoholic beverages in the community and 40 of those people spoke in opposition;
- WHEREAS,** in the Anchorage Police Department 2013, Annual Statistical Report (the 2014 report was not available on the Municipal website), 4.58% of the calls for service were for Drunken Problems/Drunken Transports,
- Whereas,** in contrast to Anchorage's statistics, the Bethel Police Department reports show that in 2014, thirty-three (33%) percent of the calls for service were in response to Intoxicated Pedestrians;
- WHEREAS,** State Trooper's calls for service in the community of Bethel for the years 2013 and 2014 totaled 242 with 29.3% being alcohol related;

Introduced by: Council Member Herman
Date: September 22, 2015
Action:
Vote:

- WHEREAS,** the Yukon Kuskokwim Juvenile Detention Facility's statistics show over 19% of their referrals involved alcohol;
- WHEREAS,** over a three year period, 2012 through 2014, the State of Alaska Court System reports an average of 127 Minor Alcohol Related cases per year,
- WHEREAS,** the Yukon Kuskokwim Health Corporation (YKHC) Sobering Center Program provides sleep-off and other services to intoxicated individuals through close collaboration with the Bethel Police Department, Yukon Kuskokwim Correctional Center, YKHC Emergency Department and YKHC Behavioral Health, YKHC reports,
- WHEREAS,** the YKHC Sobering Center reports that half of the people served were from Bethel, the other half from surrounding villages indicating the impacts of alcohol in Bethel are not limited to citizens of this community;
- WHEREAS,** while the AC Quickstore is not located within three (300) feet of a school, it is located on a heavily traveled access road utilized by school children;
- WHEREAS,** AC Quickstop's proximity to the school and location on a main thoroughfare will mean that large numbers of vulnerable teenagers will have to travel in front of the package store daily;
- WHEREAS,** the legislative intent behind AS 04.11.410 is to protect children attending school from direct exposure to some of the demoralizing circumstances which, by the authority of common knowledge, are incident to the traffic in intoxicating liquor. *Application of Wakefield*, 10 Alaska 599 (D. Alaska 1975);
- WHEREAS,** the Lower Kuskokwim School District (LKSD) tends to and addresses the impact of alcohol on its students daily;
- WHEREAS,** alcohol abuse is prevalent for some of the children's families and has caused the school to install showers, laundry facilities and extra meals in order to help provide some of the basic needs of its students, needs are not being met at home due to significant alcohol abuse;
- WHEREAS,** if alcohol were easily accessible at a lower cost than that provided by bootleggers, there will be an influx of people from surrounding dry communities traveling to Bethel to not casually drink but binge drink causing more strain on the Police Department and interrupting the peaceful enjoyment of community members;

Introduced by: Council Member Herman
Date: September 22, 2015
Action:
Vote:

WHEREAS, AC Quickstore is applying for a package store license, to be located in the Housing Subdivision, which is primarily made up of Alaska Housing Finance Corporation, State subsidized housing;

WHEREAS, the Housing Subdivision is approximately one square mile;

WHEREAS, between May 11, and July 31, 2015, 41 of the 141 (30%) calls for service to the Housing Subdivision were alcohol related;

WHEREAS, a study by Rutgers, Center of Alcohol Studies, titled, *Varying Impacts of Alcohol Outlet Densities on Violent Assaults: Explaining Differences Across Neighborhoods*, states,

"Assaults were related to outlet densities in local and surrounding areas, the mix of outlet types, and neighborhood characteristics. The addition of one outlet per square mile was related to a small 0.23% increase in assaults. A 10% greater proportion of bars in a ZIP code was related to 7.5% greater assaults, whereas a 10% greater proportion of bars in surrounding areas was related to 6.2% greater assaults. The impacts of bars were much greater in areas with low incomes and dense populations. Conclusion - The effect of bar density on assault injuries was well supported and positive, and the magnitude of the effect varied by neighborhood characteristics. Posterior distributions from these models enabled the identification of locations most vulnerable to problems related to alcohol outlets;"

WHEREAS, the conclusion of this study as well as the statistical information from the Bethel Police Department, specific to the neighborhood, provide reasonable factual support that the impacts to the surrounding neighborhood if alcohol sales was available would be significant;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council opposes the issuance of a package store license for the AC Quickstore.

ENACTED THIS 22 DAY OF SEPTEMBER, 2015 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

AC Quickstore

Write a description for your map.

Legend

-  Bethel
-  Bethel City Landfill
-  Bethel Regional High School
-  Bethel Water Sewer Garbage
-  Kykd

Housing Subdivision Outlined in Red

AC Quickstore Location

LKSD Elementary School

LKSD District Office

LKSD Highschool

Google earth

© 2015 Google
Image © 2015 DigitalGlobe

1000 ft





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

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

August 4, 2015

Lori Stickler VIA EMAIL: lstickler@cityofbethel.net

The North West Company (International), Inc. d.b.a. AC Quickstore – License #5418

- 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.

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.



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

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 104.145, 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.



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

Alcoholic Beverage Control Board
 550 West 7th Avenue, 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
<i>Office Use:</i> License Year: <u>2015-2016</u>	License Type: PACKAGE STORE	Statute Reference Sec. 04.11.150	12673 License Fee: \$1,500.00 Filing Fee: \$100.00 Rest. Desig. Permit Fee: \$ Fingerprint: \$ <i>(\$49.75 per person)</i> TOTAL \$1,600.00
<i>Office Use:</i> License #: <u>5418</u>	Local Governing Body: (City, Borough or Unorganized) BETHEL		
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): THE NORTH WEST COMPANY (INTERNATIONAL) INC.		Community Council Name(s) & Mailing Address: N/A	
Mailing Address: 77 MAIN STREET ATTENTION: LEGAL DEPARTMENT		Doing Business As (Business Name): AC QUICKSTOP	Business Telephone Number: (204) 934-1756 (204) 934-1705 Fax Number: (204) 934-1317
City, State, Zip: WINNIPEG, MANITOBA R3C 2R1 CANADA	Street Address or Location of Premises: 131 AKAKEEK STREET BETHEL, ALASKA 99559		Email Address: license@northwest.ca
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: BETHEL REGIONAL HIGH SCHOOL 0.4 miles	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410 <i>OR</i> <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 checked="" type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Not applicable	
Distance to closest church: BETHEL COMMUNITY ASSEMBLY 0.4 miles	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410 <i>OR</i> <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 type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

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
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	100 Main Street Sand Point	Alaska
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	175 Main Street McGrath	Alaska
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	106 Nicholoff Way Cordova	Alaska
The North West Company (International) Inc.	AC Express	Package Store	11012 Rezanof Drive West Kodiak	Alaska
The North West Company (International) Inc.	Thompson House	Package Store	1300 Craig Klawock Highway Craig	Alaska
The North West Company (International) Inc.	Nome Liquor Store	Package Store	205 Front Street Nome	Alaska
The North West Company (International) Inc.	Nome Liquor Store	Package Store	303 Front Street Nome	Alaska
The North West Company (International) Inc.	AC Value Liquor	Package Store	908 Nome-Teller Highway Nome	Alaska
The North West Company (International) Inc.	The Bottle Stop	Package Store	East Bank of Eskimo Creek King Salmon	Alaska

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): THE NORTH WEST COMPANY (INTERNATIONAL) INC.		Telephone Number: (204) 934-1756	Fax Number: (204) 934-1317
Corporate Mailing Address: 77 MAIN STREET	City: WINNIPEG	State: MANITOBA	Zip Code: R3C 2R1
Name, Mailing Address and Telephone Number of Registered Agent: JOHN SEDOR 500 L STREET, SUITE 500, ANCHORAGE, ALASKA 99501		Date of Incorporation OR Certification with DCED: DECEMBER 16, 2008	State of Incorporation: DELAWARE
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity <i>must</i> 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
NWC (U.S.) HOLDINGS INC.		100	550 WEST 64 TH AVENUE, SUITE 200 ANCHORAGE, ALASKA 99518-1720	(204) 934-1756	
WALTER E. PICKETT	VP & GENERAL MANAGER		19211 UPPER SKYLINE DRIVE EAGLE RIVER, ALASKA 99577-7936	(907) 273-4642 (907) 440-0610	NOV 27, 1960

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: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:
Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	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 <i>Walter E. Pickett</i> Signature _____ Name & Title (Please Print) Walter E. Pickett Vice President & General Manager, Alaska Commercial Company Subscribed and sworn to before me this <i>2nd</i> day of <i>July</i> , 2015 Notary Public in and for the State of <i>Alaska</i> <i>03/27/19</i> My commission expires: <i>Elizabeth Wojtacha</i>	Signature of Licensee(s) Signature _____ Signature _____ Name & Title (Please Print) _____ Subscribed and sworn to before me this _____ day of _____, 2015 Notary Public in and for the State of _____ My commission expires: _____
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City of Bethel Action Memorandum

Action memorandum No.	15-36		
Date action introduced:	September 22, 2015	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approve Mayor's appointment of Mary Weiss to the Parks, Recreation, Aquatic Health and Safety Center Committee.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s): Application

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required. Affected account number:	

Action memorandum 15-36 is sponsored by the Mayor at the request of the City Clerk.

Mary Weiss has requested appointment to the Parks, Recreation, Aquatic Health and Safety Center Committee. If appointed, she would be appointed to a term of three years with a term expiration of December 31, 2017.

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 A COMMITTEE OR COMMISSION

Committee(s)/Commission(s) of interest:

- Energy Committee
- Parks, Recreation, Aquatic Health and Safety Center Committee
- Finance Committee
- Public Works Committee
- Port Commission
- Public Safety and Transportation Commission
- Planning Commission

All Planning Commissioners are required to provide a Financial Disclosure Statement to the City Clerk's Office within 30 days of appointment. Commissioners are also required to update those statements only when changes occur that would require an amendment to their statement.

NAME: Mary Weiss
MAILING ADDRESS: PO Box [redacted]
RESIDENCE ADDRESS: [redacted]
HOME PHONE: [redacted] WORK PHONE: [redacted]
CELL PHONE: [redacted] E-MAIL: [redacted]
OCCUPATION: KWC instructor EMPLOYER: KWC/UA7

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

5. Does your schedule permit you to regularly attend required meetings: Yes ___ No

(depends on the time)

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:

Walter Wins

Date:

Sept 8, 2015

FOR OFFICE USE ONLY

Date Received: *9/9/2015*

Date of Council Approval:

Action Memorandum Number: *15-36*

Date Applicant Notified:

Term Expiration: *December 31, 2017*

City of Bethel Action Memorandum

Action memorandum No.	15-37		
Date action introduced:	September 22, 2015	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approve Mayor's appointment of Kathy Hanson to the Parks, Recreation, Aquatic Health and Safety Center Committee.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s): Application

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required. Affected account number:	

Action memorandum 15-37 is sponsored by the Mayor at the request of the City Clerk.

Kathy Hanson has requested appointment to the Parks, Recreation, Aquatic Health and Safety Center Committee. If appointed, she would be appointed to a term of three years with a term expiration of December 31, 2017.

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 A COMMITTEE OR COMMISSION

Committee(s)/Commission(s) of interest:

- Energy Committee
- Parks, Recreation, Aquatic Health and Safety Center Committee *Pool*
- Finance Committee
- Public Works Committee
- Port Commission
- Public Safety and Transportation Commission
- Planning Commission

All Planning Commissioners are required to provide a Financial Disclosure Statement to the City Clerk's Office within 30 days of appointment. Commissioners are also required to update those statements only when changes occur that would require an amendment to their statement.

NAME: *Kathy Hanson*

MAILING ADDRESS: *Box*

RESIDENCE ADDRESS: [Redacted]

HOME PHONE: [Redacted]

WORK PHONE:

CELL PHONE: [Redacted]

E-MAIL: [Redacted]

OCCUPATION: *—*

EMPLOYER: *—*

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.

*T + H Leveling, Inc.
Hanson's Rentals*

- 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 or business interest with the City of Bethel, to include contracting, leaseholder, employee? If so please provide the name and the type of business.

T & H Leveling (I am V.P.) occasionally does business with the City.

- 4. Are you a resident of the City of Bethel? Yes No If so, for how long? 37 wonderful years

- 5. Does your schedule permit you to regularly attend required meetings: Yes No

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: Kathley Ham Date: 9/9/15

FOR OFFICE USE ONLY

Date Received: 9/9/2015

Date of Council Approval: _____ Action Memorandum Number: 15-37

Date Applicant Notified: _____

Term Expiration: December 31, 2017

City of Bethel Action Memorandum

Action memorandum No.	15-38		
Date action introduced:	September 22, 2015	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approve Mayor's appointment of Michelle DeWitt to the Parks, Recreation, Aquatic Health and Safety Center Committee.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s): Application

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required. Affected account number:	

Action memorandum 15-38 is sponsored by the Mayor at the request of the City Clerk.

Michelle DeWitt has requested appointment to the Parks, Recreation, Aquatic Health and Safety Center Committee. If appointed, she would be appointed to a term of two years with a term expiration of December 31, 2016.

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 A COMMITTEE OR COMMISSION

Committee(s)/Commission(s) of interest:

- Energy Committee
- Parks, Recreation, Aquatic Health and Safety Center Committee
- Finance Committee
- Public Works Committee
- Port Commission
- Public Safety and Transportation Commission
- Planning Commission

All Planning Commissioners are required to provide a Financial Disclosure Statement to the City Clerk's Office within 30 days of appointment. Commissioners are also required to update those statements only when changes occur that would require an amendment to their statement.

NAME: Michelle DeWitt

MAILING ADDRESS: PO Box

RESIDENCE ADDRESS: 402 Napakiak Dr. Bethel

HOME PHONE:

WORK PHONE:

CELL PHONE:

E-MAIL:

OCCUPATION: Executive Director

EMPLOYER: Bethel Community Svcs Foundation

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.

N/A

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.

Bethel Community Services Foundation employee; Yuut Elitnaurviat board member

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.

Not at this time. In the near future, BCSF will rent a building to public safety employees.

** That rental relationship will be between BCSF and individuals - not the City.*

4. Are you a resident of the City of Bethel? Yes No If so, for how long?
5. Does your schedule permit you to regularly attend required meetings: Yes No

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:

[Handwritten Signature]

Date:

9-11-15

FOR OFFICE USE ONLY

Date Received: 9-12-2015

Date of Council Approval:

Action Memorandum Number: 15-38

Date Applicant Notified:

Term Expiration: December 31, 2016

City of Bethel Action Memorandum

Action memorandum No.	15-39		
Date action introduced:	September 22, 2015	Introduced by:	City Manager, Ann Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Request approval of Agreement between University of Alaska Fairbanks, School of Natural Science and Extension and the City of Bethel.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Finance Director		
<input checked="" type="checkbox"/>	City Manager	AKC	Recommend Approval
<input checked="" type="checkbox"/>	City Attorney	PB	Recommend NOT Approving at this time
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s):

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$112,000	Funds are budgeted for.	10-722-798
	Funds are not budgeted. Budget modification is required.	

Attached is the requested Agreement and the documentation of the time-line for the the documentation of the administrative preparation and approval of the FY2015/16 City Council budget approval:

1. Draft Agreement between UAF and the City, approved by UAF and City Attorney
2. April 21, 2015 UAF General Liability coverage letter for the 4H Programming
3. 2014/15 Staffing Agreement between UAF and the City
4. 2013/14 Staffing Agreement between UAF and the City
5. July 18, 2015 Memo regarding Facility Agreement with UAF and the City
6. Exhibit "A" - Lease Agreement, items to be donated by the City to 4H Program
7. June 15, 2015 Memo
8. City of Bethel Facility Use Agreement
9. U of A Certificate of Insurance for use of 4-H Program Facility Use
10. Teen Center re-keyed and 6 new keys issued
11. Proposed detailed Lease Agreement (written by the City Attorney) and forwarded to U of A Legal Counsel (currently being reviewed).

2015/16

**THE UNIVERSITY OF ALASKA FAIRBANKS
SCHOOL OF NATURAL RESOURCES & EXTENSION
AND CITY OF BETHEL 4-H AGREEMENT**

This Agreement is made between the University of Alaska Fairbanks, School of Natural Resources and Extension, hereinafter referred to as "UAF", and the City of Bethel, a municipal corporation, hereinafter referred to as "City".

Whereas, the UAF and the City have determined that it is in the public interest to provide and operate a 4-H program in Bethel;

The parties do mutually agree as follows:

Article I

The UAF shall:

- A. Manage and provide a 4-H Program to accommodate and include:
 - 1. Access for youth;
 - 2. Trained personnel;
- B. Provide all personnel to manage the program.
- C. Provide 4-H programs to meet the needs of the community as possible with existing 4-H staff and volunteers.

The City shall:

- A. Grant the sum of One Hundred Thousand (\$112,000) Dollars to UAF for operation of the 4-H Program as UAF deems most appropriate;
- B. The above sum is to be paid by the City in two (2) equal payments of Fifty-Six Thousand (\$56,000) Dollars, one on or about August 15, 2015 and the other on or about January 15, 2016.
- C. Provide use of a Facility to accommodate the 4-H Program per a separately executed Lease Agreement at a rate not to exceed \$1 per year.

Article II

It is further mutually agreed that:

- A. Equipment, furnishing, and holdings shall remain the property of the respective owner/purchaser unless otherwise provided in the separately executed Lease Agreement;
- B. The City shall indemnify, hold harmless, and defend UAF from and against any claim of or liability for negligent acts, errors or omissions of the City under this Agreement. The City shall not be required to indemnify UAF for a claim of, or liability for, the independent negligence of UAF. If there is a claim of, or liability for, the joint negligent error or omission of the City and the independent negligence of UAF, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "City"

and "UAF," as used within this article, include the employees, agents, representatives and contractors who are directly responsible, respectively, to each.

- C. UAF shall indemnify, hold harmless, and defend the City from and against any claim of or liability for negligent acts, errors or omissions of UAF under this Agreement. UAF shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of UAF and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "City" and "UAF," as used within this article, include the employees, agents, representatives and contractors who are directly responsible, respectively, to each.
- D. This Agreement is subject to renegotiation and amendment annually upon a six (6) month written notice.

The signatories of this Agreement warrant that they have the authority and are authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2015.

City of Bethel

University of Alaska Fairbanks

Ann K. Capela
City Manager

Rosemary Madnick
Executive Director,
UAF Office of Grants & Contracts Administration

Date: _____

Date: _____

Fred Schlutt, Vice Provost of Extension & Outreach

Date: _____

System Office of Risk Services
Phone: (907) 450-8150
Fax: (907) 450-8177
Email: ua-sors-dept@alaska.edu



UNIVERSITY
of ALASKA
Many Traditions One Alaska

001 Butrovich Building
910 Yukon Drive
P.O. Box 755240
Fairbanks, AK 99775-5240

April 21, 2015

The Cooperative Extension Service is an outreach educational delivery system supported by a partnership between the United States Department of Agriculture and the University of Alaska Fairbanks. Programs include Health, Home and Family Development, 4-H & Youth Development, and Land Resources & Community Development.

General Liability coverage covering claims against these programs is provided through the University of Alaska. We maintain self-insurance with at least \$ 1,000,000 (one million) in limits.

This letter may be accepted as proof of coverage covering Cooperative Extension Service in its official activities as long as no written or verbal contractual agreements are entered into for those activities. This letter may not be used in, or for, a contractual agreement as proof of insurance, or representation that insurance coverage will be provided by the University of Alaska. All contractual agreements must be approved by Risk Services prior to acceptance or insurance coverage may be void.

Question regarding insurance issues may be directed to the System Office of Risk Services.

A handwritten signature in black ink that reads "Nancy Spink".

Nancy Spink, ARM-E
Chief Risk Officer

2015

OLD/PREVIOUS
STAFFING
AGREEMENT

4H and Youth Development Program Director

Staffing Agreement

This staffing agreement is made between the City of Bethel, hereinafter referred to as the "City" and the University of Alaska Fairbanks, School of Natural Resources and Extension, hereinafter referred to as "UAF". This Memorandum of Agreement is effective July 1, 2014 through June 30, 2015 unless terminated by the City or UAF in accordance with the terms of the Agreement.

Whereas, the City and UAF have agreed to combine funding to maintain a 4H and Youth Development Program Director.

Whereas, this position will work towards developing youth programs that serve and enhance the well-being of youth and families in the Bethel community.

Whereas, a cooperative effort provided through this position will enhance the parties' ability to develop and conduct programs that serve and enhance the well-being of youth and families.

The parties hereto do mutually agree as follows:

City Shall:

- A. Reimburse UA for ½ (one-half) of the actual salary and benefit expenses (as outlined below) associated with the employment of the 4H and Youth Development Program Director.
- B. Provide office space, telephone service, and one (1) office computer for this position in the Bethel Youth Center

UAF, through its Extension Service within the School of Natural Resources and Extension shall:

- A. Employ and compensate a full time 4H and Youth Development Program Director as exempt staff as per UAF's personnel policies (copies of which are to be provided to City upon signing of this Agreement and as amended)
- B. Submit vouchers to the City for reimbursement monthly to the following address:
City of Bethel
City Manager
PO Box 388
Bethel, AK 99559
- C. Provide this position with the same level of support as is customary for this level of employee, including but not limited to travel funds for University related business.

It is further mutually agreed that:

- A. 4H and Youth Development Program Director will be required to follow personnel rules of the UAF and report to the Director of Extension who will promptly share such information with the City HR Director.

- B. City and UAF will share equally in the hiring, supervision, discipline and performance evaluation of the 4H and Youth Development Program Director. Supervision of the UAF employee will be according to UAF policy, but will occur with the advisement and consultation of the City.
- C. Each party shall indemnify, protect, and hold the other harmless from and against any and all claims, suits, causes of action and judgments arising in favor of any person or corporation including but not limited to the employees, agents, representatives, and sub-contractors of each party, or any third party on account of any injury, death or damage to property resulting from the actions, negligence, misfeasance, omissions, or errors of said party, its employees, servants, agents, representatives, sub-contractors, or independent contractors during the term of this agreement.
- D. This agreement will be subject to re-negotiation and amendment annually.
- E. City and UAF each have the right to terminate this Agreement by notifying the other in writing at least six (6) months prior to ending the Agreement. This six-month notice is for the purpose of allowing the UAF to notify the employee that the position will be terminated as required by UAF policy.

Budget: The amount listed is a maximum, and assumes no leave is taken during the year.

Salary (100% FTE)	___\$78,605.63___ *
Staff Benefits @ _38.8%_	___\$30,498.99___ **
Total:	___\$109,104.62___
Bethel Portion (50%)	___\$54,552.31___
UAF Portion (50%)	___\$54,552.31___

*Includes _20.7_% for leave benefits
 **FY2015 rate for exempt employees used

The signatories of this Agreement warrant they have the authority and are authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2014.

City of Bethel
 By: *U.K. Capela*
 Print Name: ANN K. CAPELA
 Title: CITY MANAGER
 Date: 01/07/2015

University of Alaska Fairbanks
 By: *R. Madnick*
 Name: Rosemary Madnick
 Title: Director, Office of Grants & Contracts
 Date: 1/27/15

2014

**4H and Youth Development Program Director
Fiscal Year 2014 Staffing Agreement**

This staffing agreement is made between the City of Bethel, hereinafter referred to as the "City" and the University of Alaska, hereinafter referred to as "UA".

Whereas, the City and the University of Alaska Fairbanks' Cooperative Extension Service have agreed to combine funding to maintain a 4H and Youth Development Program Director from July 1, 2013 through June 30, 2014, with continuation contingent upon funding and renewal of the Staffing Agreement.

Whereas, this position will work towards developing youth programs that serve and enhance the well-being of youth and families in the Bethel community.

Whereas, a cooperative effort provided through this position will enhance the parties' ability to develop and conduct programs that serve and enhance the well being of youth and families.

The parties hereto do mutually agree as follows:

City shall:

- A. Reimburse UA for 1/2 (one-half) of the actual expenses associated with the employment of the 4H and Youth Development Program Director but no to exceed \$54,622 unless amended by written mutual agreement.
- B. Provide office space and telephone service for this position in the Bethel Youth Center.

UA, through its' Cooperative Extension Service (CES) shall:

- A. Employ and compensate a full time 4H and Youth Development Program Director as exempt staff as per UA's personnel policies.
- B. Submit vouchers to the City for reimbursement monthly to the following address:
City of Bethel
City Manager
P.O. Box 388
Bethel, AK 99559
- C. Provide this position with the same level of support as is customary for this level of employee, including but not limited to a computer with internet access and travel funds for University related business.

It is further mutually agreed that:

- A. 4H and Youth Development Program Director will be required to follow personnel rules of the UA and report to the CES Director.

- B. City and CES will share equally in the hiring of the 4H and Youth Development Program Director. Supervision of the CES individual will be according to UA Policy, but will occur with the advisement and consultation of the City.
- C. Each party shall indemnify, protect, and hold the other harmless from and against any and all claims, suits, causes of action and judgements arising in favor of any person or corporation including but not limited to the employees, agents, representatives, and sub-contractors of each party, or any third party on account of any injury, death or damage to property resulting from the actions, negligence, misfeasance, omissions or errors of said party, its employees, servants, agents, representatives, sub contractors, or independent contractors during the term of this agreement.
- D. This agreement may be subject to re-negotiation and amendment at any time upon mutual consent of all parties involved.
- E. City and UA each have the right to terminate this Agreement by notifying the other in writing at least six (6) months prior to ending the Agreement. This six-month notice is for the purpose of allowing the UA to notify the employee that the position will be terminated as required by UA policy.

The signatories for this Agreement warrant they have the authority and are authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate to be effective 1 July 2013.

City of Bethel

University of Alaska

By: Lee M. Foley
 Its: City Manager

By: Wanda Bowen
 Its: Acting Director, Office of Grants and Contracts Services Administration

Date: 08/01/2013

Date: 8-12-13

City of Bethel Staffing Agreement FY2014
Budget Page

Salary	\$38,493+
Staff Benefits @ 41.9% **	<u>\$16,129</u>
Total	\$54,622

* Includes 20.6% for leave benefits.

** FY2014 rate for exempt employees used,

THE AMOUNT LISTED IS A MAXIMUM, AND ASSUMES NO LEAVE IS TAKEN DURING THE YEAR.



MEMORANDUM

From: Ann K. Capela, City Manager
To: Deb Jones, Leif Albertson, and Ronda Sargent
Sam Blankenship
M. Lakhani, Matt Ross, Clair Grifka
Date: July 18, 2015
Re: Facility Agreement with University of Alaska – 4H Programming

To All:

On Friday July 17, 2015 – Clair Grifka, Matt Ross, Ronda Sargent and I, conducted a physical tour of the BYC/Teen Center facility. This is to memorialize as well as provide guidance to both the City's and U of A legal staff on structuring the "facility use agreement".

Please use the following as guidelines in structuring an agreement for the use of this facility according to what I understood from City Council to effectuate the transition of the City providing the 4H programming services to the U of A 4H providing various 4H programs for a fee of \$1 (one dollar) annually for (?) years.

1. In general the City will be responsible for physical aspects of the BYC structure for physical upgrades and physical upkeep only to manage the risk of the actual structure. If there is a natural breakdown in the structure itself, the heating system, the plumbing system, the foundation of the building, the roof of the building, the outdoor playground equipment, the playground flooring, the perimeter fence around the building and alike physical structures will be responsibility of the City.
2. The City will be responsible for the *snow removal of the parking lot only* when general snow removal is performed on the street where the building is located.
3. The City will be responsible for providing the following utilities:
 - (a) Water
 - (b) Sewer
 - (c) Electricity
 - (d) Supplies; (a) toilet paper, (b) paper towels, (c) some surface cleaning supplies etc.

City will NOT provide or be responsible for:

1. City will not provide for inside general cleaning of the premises.
2. City will not provide for any material that contributes to any programs.
3. City will not clean or de-ice the steps leading into the building.
4. City will not provide for any risk management to any programs being conducted on the premises and advertised/promoted by the U of A, its employees and volunteers.

The current inventory of assets:

Computers, printers, communication system routers and copy-fax-scan equipment.

1. The computer with screens that are listed will stay for the use of the 4H programming with the facility. Once the current equipment as listed is inoperable the City will NOT be replacing this equipment.
2. The large Xerox copy/fax/scan machine will be removed and the City IT will provide a smaller machine that will not be connected to the City's network system. The City will not be providing the paper or print cartridges.
3. Phone line with 4 telephones (will be removing the current VOIP phones)
4. Communication cable (existing)
5. Security camera system will stay as long as it is operable. Any additional or new security will be at the City's discretion.
6. Projector – will stay but once it is inoperable the City will not replace this item.
7. Laptops – the City will not replace these laptops or provide any upgrades or support services.
8. TV – The City will not leave this equipment but . Will not provide TV cable programming connection.

Electronic Connectivity – Network Connection

Sam Blankenship, Deb Jones (U of A) and myself had a lengthy phone conference on this matter and have agreed to allow Sam and the U of A IT specialist work out the details. The City will not provide network access to City's electronic storage, email or other e-communication services. The communication hardware will stay in accordance to what the IT Directors for the U of A and the City agree upon.

Small kitchen appliances

1. There are a myriad of small kitchen appliances such as older model coffee pots, microwave oven, commercial mixer, chafing dishes, pots & pans, and other items stored in the "attic". (I have directed the City's Maintenance to assist in removing all these items from the "attic" since this may pose a fire hazard and it is a potential OSHA hazard to direct employees to climb a ladder to lower the very large boxes via an unstable ladder (this appeared to be years of placing items in the attic and just leaving it there).
2. There are numerous sets of plastic plates, bowls, glasses and cutlery (to serve food to children) which will stay. The City will not be responsible for replacement of these items.

Durable goods/large appliances:

1. Refrigerators – I noted 3 large refrigerators and one stand up freezer that is part of the inventory. These will remain in the building – but the City will not be responsible for replacing or servicing these items.
2. Stove – 1. The City will not be responsible for replacing or servicing the stove.
3. Dishwasher – currently not operable and I have instructed the City staff to remove and dispose of this.
4. Washer/Dryer – will stay but the City will not replace or service the equipment.
5. There 43 stacking chairs and tables will stay – but the City will not replace or service these items.

Odds/Ends

There is a room noted as the “craft” room – during my visit it was impossible inventory the items. There is so much “stuff” in there that appeared to be paper, crayons, craft supplies, and other “stuff”. The City will not replace or service any of the items located in the “craft room”.

Non perishable food and grocery items:

1. There are at least one dozen of boxes of synthetic food serving gloves.
2. At least 2 dozen boxes of Clorox wipes
3. 2 large bottles of bleach (to clean surfaces due to health regulations)
4. Paper towels
5. TP
6. Other kitchen foods, spices, condiments, etc.

Keys – Access to various cabinets, lockers and other buildings.

1. Matt Ross has compiled the current equipment assets in the building as attached in Exhibit “A”
2. The Key – section: all keys shall be returned to the City unless the keys are related to various cabinets for storage of necessary equipment or supplies for the operations of the programs provided by the University.
3. The U of A has authorized 3 individuals to have access to the building at this time. Any access provided for any programming, including volunteers, has to be supervision and risk management of the University as a tenant. We discussed your concerns regarding various nonprofit organizations that have access to the facility. University should have rights of a tenant for the programming the University deems necessary to carry out the services of the 4H programming.

Outside the main BYC “Teen Center” building:

1. “Greenhouse” shed – The 4H program will not have access to this shed until there is proposed program that the 4H will detail. Until then the City staff will clear the unnecessary clutter during the Fall season or colder weather when they are not engaged in outdoor park work. This structure will no longer be heated. Any items that need to be in a heated storage will be moved to the PW building.
2. Storage shed – the 4H program will not have access to this shed until there is a proposed programming that will necessitate the use of this shed. I have directed City staff to clear out the unusable clutter and remove any paint supplies, oils etc. in a safe manner. This shed will no longer be heated.
3. I have instructed the City staff to repair the existing fence and construct a fence that will close off access to the shed and the greenhouse from the children’s playground.
4. To this date, the City staff has removed numerous inoperable/broken equipment that was stored under the Teen BYC structure.

Finally, if you are aware of other items that need to be part of this agreement please let me know so we can discuss them.

Exhibit A
Lease Agreement
City of Bethel and UAF (4H Program)

Items donated by City of Bethel to 4H Program

Item Description: Electronic	#	Item Description: Physical Assets	#
<i>Laptop Computers</i>	6	Couch	2
Dell Latitude D820 (1)		Refrigerator	4
Dell Latitude E6420 (5)		Pool Table	2
		Office Chairs	6
<i>Desktop Computers</i>	9	Stand Up Freezer	3
Optiplex 780		Shelves	8
		Microwave	2
<i>Monitors</i>	10	Stair Master	1
Dell (8)		Elliptical	1
Acer (2)		Health Rider	1
		Plastic Tables	5
<i>Keyboards</i>	10	Stove	1
Dell (9)		Stacking Washer & Dryer	1
Logitech (1)		Stacking Chairs	43
		Foose Ball Table	1
<i>Mouse</i>	10	Filing Cabinets	6
Dell (9)		White Cabinets	7
Logitech (1)		Motorola Walkie Talkies	4
		Swann Security System	2
<i>Speakers</i>	2		
UBL Pro (1)		Miscellaneous Kitchen Utensils	
Logitech (1)		Miscellaneous Kitchen Appliances	
		Boxes of Synthetic food serving gloves	12^
		Boxes of Clorox wipes	12^
		Paper Towels	
		Toilet Paper (cases)	
		Spices / condiments	

^ Approximately

To be Purchased and Donated: 4 regular telephones

To be donated from Current City Inventory: One all in one Printer

Laptop
Laptop
Laptop
Laptop
Laptop
Laptop

Dell Latitude D820
Dell Latitude E6420
Dell Latitude E6420
Dell Latitude E6420
Dell Latitude E6420
Dell Latitude E6420

2432XB1
1RCZDV1
GRCVDV1
CSCZDV1
8RCZDV1
GSCZDV1

Desktop Dell Optiplex 780
Desktop Dell Optiplex 780

BCCXHM1
79CXHM1
7CCXHM1
9HRCYR1
GCCXHM1
49CXHM1
J9CXHM1
9HRGYR1
9HRJYR1

Keyboard
Keyboard
Keyboard
Keyboard
Keyboard
Keyboard
Keyboard
Keyboard
Keyboard
Keyboard

Dell RT7D50
Logitech K350
Dell SK-8118
Dell L100
Dell L100
Dell KB212-B
Dell KB212-B
Dell L100
Dell KB212-B
Dell L100

CN-OW7658-37172-575-OKLQ
SC30414
CN-OJ4628-71616-57F-005T
CN-ORH659-73571-032-01M0
CN-ORH659-73571-032-01HV
CN-01HF2Y-71616-160-ONT8-A00
CN-01HF2Y-71616-1CK-051D-A00
CN-ORH659-73571-032-01CK
CN-01HF2Y-71616-160-0MCG-A00
CN-ORH659-73571-032-01D0

Mouse
Mouse
Mouse
Mouse
Mouse
Mouse
Mouse
Mouse
Mouse
Mouse

Dell M-UARDEL7
Logitech M510
Dell M-UARDEL7
Dell SR2320L
Dell M-UARDEL7
Dell MS111L
Dell M-UARDEL7
Dell MS111L
Dell M-UARDEL7
Dell MS111L

LZ011HCHMJ2
LZ252B4
LZ011HC4MLR
HOP5P489??8
LZ011HC4ML7
CN-09RRC7-44751-1CR-0F49
LZ011HC4MJQ
CN-09RRC7-44751-1CR-0213
LZ011HC4MJC
CN-09RRC7-44751-1CR-0GKW

Monitor
Monitor
Monitor
Monitor
Monitor
Monitor
Monitor
Monitor
Monitor

Dell SR2320L
Acer AL1703sm
Dell SR-2320L
Dell SR2320L
Dell E198FPf
Acer AL1916WA
Dell E176FPB
Dell 1503FP
Dell 1702FP

CN-0V6WMN-72872-0C5-16M1
ETL3409004533000B0PQ10
CN-0V6WMN-72872-14Q-1MM1
CN-0V6WMN-72872-12A-OU6L
CN-OCN078-72872-845-0HPH
ETL800C050712636A24031
CN-0T9998-46633-59U-G3VM
KR-032DVX-47602-16Q-AGN5
MX-08G152-47605-2BB-DMBR

Monitor	Dell	1503FP	MX-032DVX-47605-224-B08J
Speakers	UBL Pro	?	D1B7C0A8YHNDHW
Speakers	Logitech	S-120	JC428CQ2875
VoIP Phone	AllWorx	9212L	92122000000ADD870B19
VoIP Phone	AllWorx	9212L	92122000000ADD870B1A
VoIP Phone	AllWorx	9224	9224000ADD84B4D5
Analog Router	Grandstream	GXW4004	21AWKG3C71407A2C
Switch	Dell	Force10-S25	S25-01-GE-24V
Copy Machine	Xerox	Workcentre 7535	XKK412009



MEMORANDUM

From: Ann K. Capela, City Manager 
To: Sam Blankenship
Zef Lakhani, Matthew Reid, Clair Grifka
Patty Burley
Date: June 15, 2015
Re: MOU between City of Bethel and University of Alaska for 4H Programming

As everyone is aware the City is going forward with a new fiscal arrangement with the U of Alaska with regards to the 4H Program. Indeed, the 4H Program is a University of Alaska program as a land grant university. The following issues will need to be addressed in this transition:

I. City owned property:

- a. Leasing and use of the real property – the Teen Center building and associated property such as the playground, shed, greenhouse and the garden for the specific program.
- b. The inventory and the use of electronic equipment including but not limited to computers, computer screens, printers, copiers, faxing and shredding machines.
- c. The inventory and the use of all other equipment associated with the use of the kitchen and other related food services.
- d. Inventory of furnishing and other office functioning equipment/furnishing purchased by the City or approved for purchase by other governmental agencies through a grant process.
- e. Inventory of office, kitchen and cleaning equipment/supplies purchased as outlined in (d).

II. Utility and use of the building:

- a. Hours of operations of 4H program
- b. The right of the City to co-locate another program at the property (for multi-use compatible services as deemed by the property owner with consultation of the U of A).
- c. Accessibility to the building by the owner.

III. Maintenance of the Facility:

- a. The tenants as well as the owner's responsibility for normal maintenance and annual maintenance for but not limited to; water, sewer, heat, lights, phone and IT services.
- b. Tenants and as well as owner's responsibility for winter and summer daily maintenance related to weather conditions.

IV. Contact Information:

- a. Clear outline of point of contact for the maintenance related calls, and documentation for maintenance work orders and other "landlord/tenant" list of contacts.

And any other issues that I may have missed in this outline that you may feel beneficial to both the owner and the tenant.

**CITY OF BETHEL • PARKS & RECREATION DEPARTMENT
PO Box 1388
BETHEL, AK 99559
907-543-2088 PH 907-543-2183 FAX**

BETHEL YOUTH CENTER USAGE AGREEMENT

User name: Ronda Sargent, Sharon Chakuchin, Leif Albertson
(Must be legal adult and the same person who will be assigned the key)

User mailing address: PO Box 1388, 519 Mission Drive, Bethel, AK 99559

Phone number: 907-543-7711

1. The premises are to be used for the following purpose(s) only: UAF
Cooperative Extension youth and family programs
2. Date use to begin: July 1, 2015
3. Date use to end: until formal agreement signed or June 30, 2016 at the latest
4. Dates and times of use (list each individually) – attach additional sheets of necessary.
 - a. 11am-8pm, Monday-Thursday
 - b. 12pm-9pm, Friday
 - c. Occasional weekend events as scheduled
 - d. _____
 - e. _____
 - f. _____
 - g. _____
 - h. _____
5. Premises to be Used: (A) Log Cabin or (b) Teen Center Building [*circle one*]
6. A key will be issued to one adult only. This adult will hereafter be referred to as the "User" under this Agreement.
7. The cost will be waived for this limited use only.
8. The user agrees to the following:
 - A. User assumes all legal liability for any injury to or damage of any person or property resulting from the use of said premises.

- B. User agrees that if said premises, to include building, equipment or furnishings thereof are damaged during the term of this agreement by the act, default or negligence of the user and/or it's officers, agents, employees, guests, patrons or any other person or persons admitted to said leased premises, the user shall pay upon demand such sum as shall be necessary to restore said premises to the condition said premises were in at the commencement of the agreement.
 - C. The user assumes full responsibility for the acts and conduct of all persons admitted to said premises by the consent of the user, its officers, employees or agents.
 - D. There shall be no smoking or alcohol consumption in the building or on any City of Bethel property.
 - E. User shall quit and surrender the said premises in as good a state and condition as said premises were in at the commencement of use, reasonable wear thereof and damages by the elements expected.
9. User will pick up and be assigned a key to the Premises in advance of use. Prior to each event, User will do a walk-through of the Premises rented. If User notices any damages, User must inform the City immediately.
10. All keys will be returned to the City no later than 9:00 am on the Tuesday following the last day of the rental period. There will be a \$250 fee for any lost keys or for failure to return them in a timely manner.
11. **User acknowledges that they understand they must personally be present anytime their key is used to gain entry into the Premises. The person issued the key is solely responsible and must ensure that all doors and windows are closed and locked after each use. If the User leaves the Premises for any reason, no matter how short a time, all of their guests must also leave the Premises and may not return until the User has personally returned to the Premises.**

D. W. [Signature] for UAF employees
Signature of User

7/13/2015
Dated

City Use Only:

C. H. Copela (City authorization)

By: CITY MANAGER

Key # Issued: 3 Date Issued: 07.13.2015

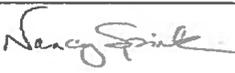
Date Returned: N/A - TO BE DETERMINED.

Damage to Premises Noted (be specific about whether before, during rental period and/or after use): NONE NOTED ON THIS DATE OF INITIAL SIGNING.

Refer questions to:
System Office of Risk Services
 Phone: (907) 450-8157 or 450-8150
 Fax: (907) 450-8177



Butrovich Building
 910 Yukon Drive, Suite 001
 PO Box 755240
 Fairbanks, AK 99775-5240
 www.alaska.edu/risksafety

CERTIFICATE OF SELF-INSURANCE		DATE	07/01/15		
<p>The University of Alaska is covered for liability exposures through a combination of self-insurance and excess insurance programs with large deductibles. Losses that fall within these deductible levels, including those for which we are contractually liable, are covered by the financial resources of the university and are administered under our self-insured claims program. The University's self-insurance does not include adding other parties as additional insureds or for waiver of subrogation.</p> <p>The University of Alaska is a fully self-insured for Workers Compensation coverage. The coverage extends to all University of Alaska employees and volunteer's acting under the direct supervision of a University of Alaska employee.</p>					
CERTIFICATE ISSUED TO:					
City of Bethel Attn: Patty Burley PoBox 1388 Bethel AK 99559					
DESCRIPTION OF UNIVERSITY OPERATIONS RELATED TO THIS CERTIFICATE					
An Agreement between the University of Alaska Fairbanks and the City of Bethel for UAF Extension 4-H youth development and family/community programming.					
Type of Insurance	Policy #	Policy Effective	Policy Expiration	Limits	
General Liability (Claims Made) Includes premises, operations, contractual liability, & personal injury liability	Self-Insured	07/1/2015	Continuous	\$ 1,000,000 Per Occurrence \$ 2,000,000 Gen Aggregate	
Automobile Liability Includes university owned, non-owned, and hired vehicles	Self-Insured	07/01/2015	Continuous	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate	
Workers' Compensation and Employers' Liability	Self-Insured	07/1/2015	Continuous	Statutory	
OTHER					
SPECIAL PROVISIONS					
SIGNATURE					
Nancy Spink, ARM Chief Risk Officer System Office of Risk Services 			COPIES: Frances Isgrigg, UAF Dir EH&S/RM		

TEEN CENTER
RE-KEYED

MATT ROSS = 3 keys
RONDA SARGENT - 3 keys (Accepted
on behalf of
A. of A.)

KEY SIGN OUT

I am accepting responsibility for the key(s) that I am issued. Upon termination of employment or contract with the City of Bethel, I agree to immediately relinquish the key(s) issued to me. I understand failure to return the key(s) or losing the key(s) may result in my paying the City of the re-keying required.

Key number and location: 6-#27 keys Teen Center

Ronda Sargent
Borrower Signature

Matt Ross
Key Issuer Signature

Ronda Sargent
Borrower Print Name

Matt Ross
Key Issuer Print Name

543-2088
Borrower Phone Number

Parks and Rec Specialist
Key Issuer Title

8/5/15
Check out Date

8-5-15
Sign out Date

RETURNED KEYS

Key number and location: _____

Borrower Signature

Key Acceptor Signature

Borrower Print Name

Key Acceptor Print Name

Check in Date

Sign in Date

EMAILED
To: Deb Jones
08.03.15

LEASE AGREEMENT

between

City of Bethel

and

**UNIVERSITY OF ALASKA
FAIRBANKS**

Effective Date: July 1, 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "LEASE") is made by and between the City of Bethel (the "CITY"), a municipal corporation located in Bethel, Alaska, whose mailing address is Post Office Box 1388, Bethel, Alaska 99559 and the University of Alaska Fairbanks, School of Natural Resources, (the "LESSEE"), whose mailing address is [insert].

WHEREAS, LESSEE has indicated its desire to lease real property located at 519 Mission Drive, Bethel, Alaska, more commonly known as the "Teen Center Building".

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

ARTICLE 1 – LEASED PROPERTY

- 1.1 *Description of Leased Property.* The Leased Property commonly known as the "Teen Center" and "parking lot" is located on 519 Mission Drive in the City of Bethel, Alaska.
- 1.2 *Inventory on Leased Property.* Leased Property shall include all inventory and supplies currently inside the building as well as those items specifically set out in the attached Exhibit "A". Such inventory and supplies are for the sole use of LESSEE and may not be sold, donated or bartered by LESSEE. CITY does not warrant the condition of such inventory/supplies. LESSEE accepts the inventory/supplies as is with no promises to CITY to repair or replace said inventory and supplies should they become inoperable through normal and customary use. Any inventory/supplies damaged through the sole negligence of LESSEE, shall be replaced at the sole cost of the LESSEE. Should any of the inventory/supplies become inoperable during the term of this LEASE, LESSEE is solely responsible for the disposal of such inventory/supplies. LESSEE shall notify CITY of the disposal of any items listed in Exhibit A so that CITY may update its inventory list. Any inventory/supplies remaining at the termination of the LEASE shall immediately revert back to CITY.
- 1.3 *Property Accepted "As-is."* LESSEE acknowledges that it has inspected the Leased Property and accepts the same "as-is" and without reliance on any expressed or implied representations or warranties of CITY, or agents of CITY, as to the actual physical condition or characteristics thereof and the legal description or depiction of the Leased Property in Article 1.1.
- 1.4 *Permits.* LESSEE, at its sole cost, shall obtain all permits necessary for the operation of its facilities on the Leased Property.
- 1.5 *Rent.* LESSEE shall pay, from July 1, 2015 to June 30, 2020, rent of \$1.00 per year for the building. Rent shall be paid annually.

ARTICLE 2 – LEASE TERM

- 2.1 *Lease Term.*
 - a) The Lease Term shall be from July 1, 2015 to June 30, 2020. The Lease Term shall commence on the date this LEASE is signed by both the CITY and UAF. The effective date of the lease, however, shall be July 1, 2015 (the "Effective Date").

- b) Except for extensions as provided in Article 2.2 below, this LEASE is not subject to renewal.

2.2 *Options to Extend.* At the expiration of the initial term, at the sole discretion of CITY, the Lease Term may be extended, with rent to be determined upon renewal, provided that:

- a) LESSEE shall send written request for an extension to the address noted in Article 25 at least one hundred eighty days (180) days prior to the expiration of the then current lease term;
- c) LESSEE is not in default under any term or provision of this LEASE.

ARTICLE 3 – USE OF LEASED PROPERTY

3.1 *Use of Leased Property.* LESSEE shall use Leased Property solely for the operation of 4H activities and programs. Should the LESSEE discontinue use of the current structure on the Leased Property for a period in excess of 60 (sixty) consecutive days, the LEASE shall be considered to be in breach, shall be considered null and void and the building will automatically revert back to the City, unless a new written agreement is put into place replacing this one.

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

- a) LESSEE agrees to prohibit the use, keeping, storage, or disposal of Hazardous Materials on the Leased Property except as permitted in Article 14.1 of this LEASE.
- b) LESSEE shall not use the Leased Property in any manner or construct any facilities thereon which would inhibit the use of adjacent or other lands.
- c) LESSEE shall continue to use the Leased Property for the specific purpose(s) described above. Any change to the approved use of the building requires CITY approval, through the City Council, prior to such change. LESSEE's failure to obtain CITY approval of any changes on the allowed use of the building shall be a LESSEE Act of Default under this LEASE.

3.3 *Adequacy of Leased Property and Public Facilities.* CITY makes no representations or warranties as to the fitness of any particular part or the whole of CITY'S leased property for the uses intended by LESSEE. LESSEE has inspected those facilities and has satisfied itself that the leased property is sufficient for the intended uses by LESSEE. CITY makes no representations or warranties of any nature with respect to the commercial practicability or accuracy of any information provided by CITY.

3.4 *Utilities.* Utilities will be paid as follows:

- a) LESSEE will pay for the following utilities related to operations on the Leased Property:

- Internet
- Telephone (including long distance)

- b) CITY will pay for the following utilities:
Heat
Water/Sewer/Garbage
Electricity
Snow Removal**

** Snow removal limited to parking lot area only and only as time reasonably permits based on City's Priority matrix (highways first, secondary roads second, etc.)

3.5 *Operation of a 4H Program.* LESSEE will operate the Leased Property solely for 4H activities.

ARTICLE 4 –CONSTRUCTION BY LESSEE

4.1 *Improvements to Leased Property.* LESSEE shall have the right to maintain, alter or remodel the Leased Property as described in Article 1.1, subject to the following conditions:

- a) The cost of any construction, reconstruction or of any changes, alterations or improvements, shall be borne and paid for by LESSEE.
- b) Plans for any work reasonably estimated to cost Fifty Thousand (\$50,000) Dollars or more, shall be presented to the City prior to commencement of any work for CITY review. CITY shall have the right to approve or deny the proposed changes to the Facility.
- c) If applicable, LESSEE shall provide CITY with a copy of all building plans and specifications and a site development plan or plans (based on a recent survey) for the Leased Property prior to commencement of construction.
- d) Any general contractor employed by LESSEE shall be appropriately bonded by use of performance and labor and material payment bonds in the customary form when cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000). Copies of all such bonds shall be furnished to CITY prior to commencement of construction. If the cost of the work is less than FIFTY THOUSAND DOLLARS (\$50,000.00), LESSEE shall provide CITY, if no performance and labor and material bonds are provided by LESSEE, any necessary assurances or guarantees that the contemplated work will be performed by the general contractor or by LESSEE. In the event that LESSEE elects to perform utilize its own personnel and equipment, or the personnel and equipment of any corporation or person that is an "affiliate" of LESSEE as such term is defined in AS 10.06.990(2) or Alaska limited liability company in which LESSEE maintains a substantial membership interest¹, a performance bond shall be required when the cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000).
- e) CITY may give notice of non-responsibility for any improvements constructed or effected by LESSEE on the Leased Property.

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

- f) LESSEE shall comply with all federal, state and local statutes and regulations with respect to such construction, including but not limited to all applicable building, mechanical, and fire codes.

ARTICLE 5 – RETURN OF LEASED PROPERTY

- 5.1 *Return of Leased Property to Sellable Condition.* Upon termination of this LEASE for any reason, LESSEE shall return the Leased Property as received, less customary wear and tear. The Leased Property shall be free of all personal items, hazardous materials and contamination arising out of or resulting from or occurring during LESSEE's operations or use of the Leased Property during this LEASE.

ARTICLE 6 – TERMINATION FOR CONVENIENCE

CITY or LESSEE may terminate this LEASE at any time by giving ninety (90) days written notice to the other party of such termination and specifying the effective date of such termination. If this LEASE is terminated due to the fault of the LESSEE, Article 7 of this LEASE shall govern the rights and liabilities of the parties.

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

ARTICLE 7 – LESSEE'S ACTS OF DEFAULT

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

- 7.1 *Failure by LESSEE to pay promptly.* Failure by LESSEE to pay promptly when due, and in no event later than ten (10) days from the due date thereof, the rent required to be paid under this LEASE.
- 7.2 *Failure by LESSEE to Observe, Fulfill or Perform any Covenants, Conditions or Agreements.* Failure by LESSEE to observe, fulfill or perform any covenants, conditions or agreements on its part to be observed or performed under this LEASE for a period of thirty (30) days after written notice specifying such failure, requesting that it be remedied, and stating that it is a notice of default, has been given to LESSEE by CITY; provided, however, that if said default is such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the default is corrected.
- 7.3 *The Making by LESSEE of an Assignment.* The making by LESSEE of an assignment for the benefit of creditors, the filing of a petition in bankruptcy by LESSEE, the adjudication of LESSEE as insolvent or bankrupt, the petition or application by LESSEE to any tribunal for any receiver or any trustee for itself or for any substantial part of its property; or the commencement of any proceeding relating to LESSEE under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute or similar law or statute of any jurisdiction, whether now or hereafter in effect.

- 7.4 *Violation by LESSEE of any Laws or Regulations.* Violation by LESSEE of any laws or regulations of the United States, or of the State of Alaska, or any conditions of any permits issued by agencies of the City of Bethel, the State of Alaska or of the United States Government applicable to LESSEE's use of the Leased Property, pursuant to the regulations of such agencies, for a period of thirty (30) days after written notice specifying such violation has been given by the agency charged with the enforcement of such laws, regulations or permits to LESSEE; provided, however, if such violation be such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the violation is corrected. Furthermore, if LESSEE shall contest such alleged violation through appropriate judicial or administrative channels, the time period specified herein shall not commence until such proceedings are finally determined provided such proceedings are diligently pursued; provided, however, that any such extension of time shall not be effective if the effect of the interim administrative or judicial action is to cause a stoppage, interruption or threat to the activities of any person or entity other than those of LESSEE.
- 7.5 *Failure of LESSEE to Maintain the Facility.* Failure of LESSEE to utilize the Leased Property for 4H activities for a period exceeding 60 (sixty) consecutive days.
- 7.6 *Public Entrances.* Failure of LESSEE to keep the public entrances clear.

ARTICLE 8 – REMEDIES FOR DEFAULT BY LESSEE

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

- 8.1 CITY may distain any of LESSEE's personal property which comes into CITY's possession. This remedy shall include the right of CITY to dispose of personal property distained in any commercially reasonable manner. It shall be conclusively presumed that compliance with the procedures set forth in the Alaska Uniform Commercial Code (AS 45.29.601-.628) with respect to sale of property shall be a commercially reasonable disposal.
- 8.2 CITY may re-enter the Leased Property and take possession thereof and, except for any personal property of LESSEE which CITY has waived its right to distain under Article 8.1 above, remove all personal property of LESSEE from the Leased Property. Such personal property may be stored in place or may be removed and stored in a public warehouse or elsewhere at the cost of LESSEE all without service of notice or resort to legal process, all of which LESSEE expressly waives.
- 8.3 In addition to the above, CITY may if applicable:
 - a) Declare this LEASE terminated;
 - b) Collect any and all rents due or to become due;

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

ARTICLE 9 - TITLE TO IMPROVEMENTS INSTALLED BY LESSEE

- 9.1 *Real Property Improvements.* All improvements constructed by LESSEE on the Leased Property shall remain the property of the LESSEE and shall be removed within three (3) months of termination of this Agreement at LESEE's sole expense. Property not

removed within three (3) months of termination of this Agreement shall be considered abandoned. CITY may elect to remove any or all abandoned property and dispose of it in any manner CITY deems appropriate. In such event, LESSEE shall be responsible for all reasonable costs, including attorney's fees, incurred by CITY in the disposal of the abandoned property.

- 9.2 *Personal Property.* Any other provisions of this LEASE to the contrary notwithstanding, LESSEE, upon termination of this LEASE for any reason, shall promptly remove trade fixtures and equipment from the Leased Property provided that LESSEE shall repair any damages to the Leased Property caused by such removal.

ARTICLE 10 – ASSIGNMENT OR SUBLEASE

- 10.1 *Assignment of Lease or Subleasing.* The rights and duties created by the LEASE are personal to LESSEE and CITY has granted the LEASE in reliance upon the individual character and financial capability of LESSEE. Therefore, LESSEE shall not assign or sublease this LEASE, any portion thereof.

ARTICLE 11 – LESSEE'S DUTY TO DEFEND/INDEMNIFY

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

ARTICLE 12 – INSURANCE

- 12.1 *Minimum Insurance Requirements.* No later than August 15, 2015, LESSEE shall procure and maintain, at LESSEE's sole cost and expense, comprehensive commercial general liability insurance with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000) for all injuries and/or deaths resulting to any one person and ONE MILLION DOLLARS (\$1,000,000) limit from any one occurrence. The comprehensive commercial general liability insurance shall include coverage for personal injury, bodily injury, and property damage or destruction.

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

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

All insurance policies shall provide for thirty (30) days' notice of cancellation and/or material change to be sent to CITY at the address designated in Article 25 of this LEASE. All such policies shall be written by insurance companies legally authorized or licensed to do business in the State of Alaska and acceptable to CITY (Best's Rating B+ or better). CITY shall be listed as an additional insured under all insurance policies. LESSEE shall furnish CITY, on forms approved by CITY, certificates evidencing that it has procured the insurance required herein prior to the occupancy of the Leased Property or operation by LESSEE.

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

ARTICLE 13 – MAINTENANCE AND REPAIRS

- 13.1 *Normal Maintenance.* During the entire term of this LEASE, LESSEE shall, at LESSEE's sole cost, risk and expense, maintain the Leased Property, including any improvements existing or placed thereon by LESSEE, in as good condition as received by LESSEE, subject to normal, non-abusive use. LESSEE shall maintain in first class condition at all times all fire, pollution and other protective equipment, if any are placed on Leased Property. CITY's maintenance obligations shall be limited to basic building repair such as boiler repair, repair of electrical or water systems and other general repairs customarily provided by a landlord in a landlord/tenant property rental situation.
- 13.2 *Safety Issues.* CITY may notify LESSEE in writing of any deficiencies in the performance of LESSEE's maintenance responsibilities as they relate to public health or safety and LESSEE shall promptly within ten (10) days of receipt of such notice advise CITY in writing of its proposed schedule for performance of any work necessary to cure such deficiencies.

If such deficiencies relate to the safety of LESSEE's operation such that the surrounding land and facilities are exposed to risk, unnecessary potential hazards, or a risk to the public interest (as distinguished from a business risk), or if CITY is not satisfied with the proposed schedule of repairs either because of the delays therein or the scope of the repairs, then CITY may engage an independent engineering consultant who shall furnish to CITY a comprehensive survey and report for the purpose of establishing both the need and urgency to perform such maintenance work. As soon as practicable following receipt of said engineer's determinations and recommendations, if the report requires

repair then LESSEE shall pay the cost of the report and perform such work in accordance therewith at LESSEE's cost, risk and expense.

ARTICLE 14 – ENVIRONMENTAL CONCERNS

14.1 *Hazardous Materials.*

- a) *Use of Hazardous Materials on the Site.*
 - i) LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Property except for such Hazardous Material as is necessary to conduct LESSEE's authorized use of the Leased Property.
 - ii) Any Hazardous Material permitted on the Leased Property as provided in this paragraph, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all Environmental Laws or other laws or regulations applicable to such Hazardous Material.
 - iii) LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, ground water, sewer system or any body of water, if such material (as reasonably determined by the City, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the (a) health, welfare or safety of persons, whether located on the Leased Property or elsewhere; or (b) condition, use or enjoyment of the Leased Property or any other area or personal property.
 - iv) LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept or brought on the Leased Property by LESSEE, its authorized representatives and invitees, and LESSEE shall give immediate notice to CITY of any violation or potential violation of the provisions of this subparagraph.
- b) *Indemnification of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE shall defend, indemnify and hold CITY harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:
 - i) The presence, disposal, release or threatened release of any such Hazardous Material which is on or from the Leased Property, soil, water, ground water, vegetation, buildings, personal property, persons, animals or otherwise;
 - ii) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material or any use of the Leased Property;

- iii) Any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material or any use of the Leased Property; and/or
 - iv) Any violation of any laws applicable thereto; provided, however, that this Article 14.1(b) shall apply only if the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (1) occur during the term of this LEASE; and (2) arise in whole or in part from the use of, operations on, or activities on the Leased Property by LESSEE or LESSEE's employees, agents, invitees, contractors, subcontractors, authorized representatives or any other persons. The provisions of this subparagraph shall be in addition to any other obligations and liabilities LESSEE may have to CITY at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this LEASE.
- c) *Hazardous Material Defined.* As used in this LEASE, Hazardous Material is any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any Environmental Law. Hazardous Material includes any and all material or substances which are defined as industrial waste hazardous waste, extremely hazardous waste or a hazardous substance under any Environmental Law. Notwithstanding any statutory petroleum exclusion, for the purposes of this LEASE, the term Hazardous Material includes, without limitation, petroleum, including crude oil or any fraction thereof, petroleum soaked absorbent material and other petroleum wastes.
- d) *Environmental Law Defined.* As used in this LEASE, Environmental Laws include any and all local, state and federal ordinances, statutes, and regulations, as now in force or as may be amended from time to time, relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same. Environmental Laws include, by way of example and not as a limitation of the generality of the foregoing, Alaska Statutes Title 46, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Water Act, and the Superfund Amendments and Reauthorization Act of 1986.

ARTICLE 15 – NO WAIVER OF BREACH

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

ARTICLE 16 – COMPUTATION OF TIME

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

ARTICLE 17 – SUCCESSORS IN INTEREST

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19 – GOVERNING LAW

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

ARTICLE 20 – PARTIAL INVALIDITY

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

ARTICLE 21 – RELATIONSHIP OF PARTIES

Nothing contained in this LEASE shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between CITY and LESSEE; and neither the method of computation of rent, nor any other provisions contained in this LEASE nor any acts of the parties, shall be deemed to create any relationship between CITY and LESSEE other than the relationship of Landlord and Tenant.

ARTICLE 22 – INTERPRETATION

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

ARTICLE 23 – CAPTIONS

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

ARTICLE 24 – AMENDMENT

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

ARTICLE 25 – NOTICES

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

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

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

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

AND

City Attorney
CITY OF BETHEL
PO Box 1388
Bethel AK 99559

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

[insert here]

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

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

CITY:

LESSEE:

CITY OF BETHEL

**UNIVERSITY OF ALASKA FAIRBANKS
SCHOOL OF NATURAL RESOURCES**

By: Ann K. Capela
Its: CITY MANAGER
Date: _____

By: _____
Its: _____
Date: _____

City of Bethel Action Memorandum

Action memorandum No.	15-40		
Date action introduced:	September 22, 2015	Introduced by:	Ann K. Capela, City Mgr.
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action

Approve the bid selection of T&H Leveling, Inc. to complete the sprayed foam insulation work on the Sand Shed administered by the Port of Bethel.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Port	Row	Recommend approval.
<input checked="" type="checkbox"/>	Finance		Recommend approval.
<input checked="" type="checkbox"/>	Administration		Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): None.

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$20,000	Funds are budgeted for.	52-50-776
	Funds are not budgeted. Budget modification is required.	

The City went out to bid for a contractor to apply polyurethane foam to approximately 5,102 square feet of the inside roof and walls of the City's sand shed. The City received two bid packages and selected the one with the lowest price.

The prices submitted by both respondents appear below:

T&H Leveling, Inc. > Fall 2015 Price: \$27,000; Spring 2016 Price: \$27,000.

MB General Contractor > Fall 2015 Price: \$255,100; Spring 2016 Price: \$204,080.

The \$7,000 additional funding needed to complete this purchase will come from one or more line item transfers in Municipal Dock Expenses (52-50) in the FY 2016 Budget.

City of Bethel Action Memorandum

Action memorandum No.	15-41		
Date action introduced:	September 22, 2015	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approve Mayor's appointment of Deborah L. White to the Public Safety and Transportation Commission.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s): Application

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required. Affected account number:	

Action memorandum 15-41 is sponsored by the Mayor at the request of the City Clerk.

Deborah White has requested appointment to the Public Safety and Transportation Commission. If appointed, she would be appointed to a term of three years with a term expiration of December 31, 2017.

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 A COMMITTEE OR COMMISSION

Committee(s)/Commission(s) of interest:

- Energy Committee
- Parks, Recreation, Aquatic Health and Safety Center Committee
- Finance Committee
- Public Works Committee
- Port Commission
- Public Safety and Transportation Commission
- Planning Commission

All Planning Commissioners are required to provide a Financial Disclosure Statement to the City Clerk's Office within 30 days of appointment. Commissioners are also required to update those statements only when changes occur that would require an amendment to their statement.

NAME: Deborah L White

MAILING ADDRESS: PO Bethel, AK 99559

RESIDENCE ADDRESS:

HOME PHONE:

WORK PHONE:

CELL PHONE:

E-MAIL:

OCCUPATION: HR Director

EMPLOYER: AVCP, Inc.

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.

Unknown - I work for AVCP, Inc as a Director

- 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. Are you a resident of the City of Bethel? Yes No If so, for how long?
- 5. Does your schedule permit you to regularly attend required meetings: Yes No

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:

Deborah Lynn

Date: 09-11-2015

FOR OFFICE USE ONLY

Date Received: *September 14, 2015*

Date of Council Approval:

Action Memorandum Number: *1541*

Date Applicant Notified:

Term Expiration: December 31, 2017

City of Bethel Action Memorandum

Action memorandum No.	15-42		
Date action introduced:	09-22-2015	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION: Approval of Employee Handbook to include formally superseding associated personnel policies.

Route to:	Department/Individual:	Initials:	Remarks:
<input type="checkbox"/>			
<input checked="" type="checkbox"/>	City Manager		
<input checked="" type="checkbox"/>	Finance Director		no fiscal impact
<input checked="" type="checkbox"/>	City Attorney	PB	Recommend NOT approving at this time
<input type="checkbox"/>			

Attachment(s): Employee Handbook Draft dated September 2015

Amount of fiscal impact:		Account information:
X	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required.	

City staff has drafted an Employee Handbook to consolidate policies and practices currently maintained at the City with federal and state labor laws. The Handbook updates the City's personnel practices to match current Fair Labor Standards Act, American with Disabilities Act, and other labor standards, while not infringing upon employees' rights under the National Labor Relations Act or any collective bargaining agreements.

If the draft is approved, the Employee Handbook will be finalized (final spell check, formatting, placing into a protected electronic format) and distributed to all current and future employees. If the draft is approved, future updates to Title 3 of the Bethel Municipal Code will be required to ensure the language and changes in labor law are applied in the same manner across all of the City's personnel guidelines.

CITY OF BETHEL



EMPLOYEE HANDBOOK

DRAFT September 2015

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DRAFT

WELCOME

THE CITY OF BETHEL

The City of Bethel employs an average of 107 people working in eight (8) distinct departments. The Bethel City Council provides leadership and direction to the City Manager, who is responsible for the City staff and all day-to-day operations. Employees serve the public by providing public safety, utilities, road maintenance, parks and recreation opportunities, commercial port and small boat harbor. The City supports Bethel's business community with business licensing, sales tax collection, and property management (leases). In addition, the City provides the community with a public transit system and cemeteries.

ABOUT THE HANDBOOK

PURPOSE

Whether you have just joined our staff or have been working at the City for a while, the City is providing you with this Employee Handbook to answer some of the questions you may have concerning the City and its policies. Abiding by City policies is a condition of employment and we want to be sure that you are provided your own copy of our most basic expectations.

This Handbook summarizes most, but not all, of the principal human resources policies in effect at the time it was issued or revised. However, policies can and do change. Where the Handbook differs from new or revised policies and practices later adopted by the City, the new or revised policy shall apply.

As it pertains to employees covered by a Collective Bargaining Agreement (CBA), where this Handbook differs from the CBA, the provisions of the CBA shall apply.

As it pertains to individuals employed under the provisions of a special grant program, the provisions of that grant which conflict with these personnel rules shall apply.

Please read this Handbook carefully and refer to it frequently. It is your responsibility to be familiar with the contents, any amendments to the Handbook, and the policies and practices of the City. You can obtain additional information or clarification about the other benefits and policies of the City from your supervisor, Department Head or Human Resources (HR).

SOURCE

The Handbook has been prepared from individual personnel policies and general federal and state labor laws. Additional information may be found in other documents and standards, to include Title 3 of the Bethel Municipal Code, resolutions of the City Council, other adopted policies and procedures, applicable bargaining agreements, and the official plan documents of the City's employee benefit plans.

Department Heads may establish written policies for their functional areas that may be in addition to, or more strict than, these rules so long as they do not conflict with the Handbook, Code, or CBA and do not violate federal or state labor laws.

WHAT THE HANDBOOK ISN'T (DISCLAIMERS)

There are several things to keep in mind about this Handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive and the policies are subject to change at the sole discretion of the City. Some subjects described in this Handbook are covered in detail in other official policy and/or procedural documents. Please note that the terms of any written insurance policies are controlling and override any statements made in this or other documents. Refer to the full text of the relevant policy, procedures or insurance documents for specific information because the Handbook only briefly summarizes those guidelines and benefits. If you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to HR.

This Handbook is not a contract, express or implied, guaranteeing your employment with the City. Nor does it guarantee any fixed terms and conditions of your employment. Although the City hopes that your employment with us will be long-term, the City may terminate this relationship at will with or without cause and without prior notice, or you may resign for any reason at any time. No supervisor or other representative of the City, (other than the City Manager¹), has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments contrary to the above.

You should familiarize yourself with the contents of this Handbook and, when in doubt about any policy or procedure, or any information contained in it, you should contact your supervisor or HR.

HANDBOOK UPDATES/CHANGES IN POLICY

From time to time, you may receive updated information concerning changes in policy. While the City makes every effort to keep this Handbook up to date, and in compliance with changes in the law, there may be times when a discrepancy exists between what's stated in the Handbook and applicable federal or state law. Of course, in such instances, the applicable law will always apply. Nothing in this Handbook is intended to interfere with the rights of any employee to engage in protected activity, or any other rights provided under the National Labor Relations Act.

¹ For the City Manager, City Clerk and City Attorney positions, only the City Council acting as a whole may enter into an Agreement. Such agreement must be in writing signed by the Mayor and approved by the majority of the City Council.

The City expressly reserves the right to administer, interpret, discontinue, review, modify and change any of its respective benefits, policies, and plans, including those covered in this Handbook, at any time with or without prior notice. Employees will be notified about such changes by notice posted on the Employee bulletin boards, electronic communication and/or by written memo. Changes shall become effective on the dates determined by the City. Employees may not rely on policies that have been amended, rescinded, or replaced. No supervisor, manager, or representative of the City has the authority to alter the foregoing. If you are uncertain about any policy or procedure, please check with your supervisor or HR.

NATURE OF EMPLOYMENT

This Handbook is not an employment contract, and only summarizes policies existing at the time of publication. As such, nothing in this Handbook is intended to alter the fact that employment with the City is voluntary, indefinite in nature and subject to termination by you or the City "at-will", with or without cause, and with or without notice, at any time in accordance with federal, state and/or local laws.

DIVERSITY AND RESPECT

EQUAL OPPORTUNITY

In order to provide equal employment opportunities to all applicants and employees, the City's employment decisions are made without regard to race, creed, color, religion, gender, age, national origin or ancestry, marital status, change in marital status, physical or mental disability, genetic information, pregnancy, parenthood, or any other status or condition protected under federal, state and local laws. This policy applies to all terms and conditions of employment, to include hiring, placement, promotion, termination, layoff, leaves of absence, compensation, and training, as well as City-sponsored social and recreational programs.

REASONABLE ACCOMMODATION OF QUALIFYING DISABILITIES

The City is committed to providing equal employment opportunities to qualified individuals with disabilities, which may include providing reasonable accommodations where appropriate. In general, it is your responsibility to notify HR of the need for accommodation. Upon doing so, HR may ask you for your input on the type of accommodation you believe may be necessary for the functional limitations related to your disability. When appropriate, the City may seek your permission to obtain additional information from your health care provider regarding your capacity to perform the essential functions of your job position, with or without reasonable accommodation.

The City will determine the feasibility of your requested accommodation considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the City's overall financial resources and organization, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their essential job functions and on the City's ability to conduct business. Accommodation will not be undertaken if providing the accommodation: (1)

causes a direct threat to others in the workplace and the threat cannot be eliminated by reasonable accommodation; or (2) if the accommodation creates an undue hardship to the City.

ZERO-TOLERANCE FOR HARASSMENT OR DISCRIMINATION

The City is committed to providing a work environment in which all individuals are treated with respect and dignity. You have the right to work in a professional atmosphere and the City expects that all relationships will be business-like and free of bias, prejudice, and harassment.

The City expressly prohibits any form of employee harassment based on race, color, religion, gender, national origin, age, disability or status in any group protected by federal or state law. Actions that interfere with an employee's ability to perform his/her expected job duties is not tolerated.

Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the City's premises or circulated in the workplace, on City time or using City equipment via e-mail, phone (including voice messages), text messages, blogs, social networking sites or other means.

Sexual harassment is specifically prohibited. The Equal Employment Opportunity Commission defines unlawful sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature when submission to such conduct is (a) made either explicitly or implicitly a term or condition of an individual's employment; (b) used as the basis of employment decisions affecting an individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include

- Unwelcome touch (massaging shoulders, stroking hair, brushing against another person)
- Violating someone's "personal space"
- Offensive whistling, jokes, comments, or language
- Leering, staring, stalking
- Suggestive or explicit posters, calendars, graffiti or other displays
- Unwanted or offensive communication: letters, poems, email, voice mail
- Repeated requests for dates

If you believe that you or another employee is or has been the subject of discrimination or harassment, you should report the alleged conduct immediately to your supervisor or HR. Any supervisor or manager who learns of potential sexual or other unlawful harassment or discrimination must promptly consult HR.

The Alaska Human Rights Commission's address is 800 A Street, Suite 204, Anchorage, AK 99501 and its telephone number is (907) 274-4692.

COMPLAINT/REPORTING PROCESS

If you believe you have been the victim of prohibited conduct, or believe you have witnessed prohibited conduct, you should discuss your concerns with your supervisor, any manager, or HR. Although no fixed reporting period is established, early reporting and intervention is encouraged.

The City takes complaints of discrimination and harassment very seriously. Any reported allegations will be investigated promptly, thoroughly, and fairly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The length of time it takes to perform the investigation will depend on the nature of the complaint. However, you are free at any time to inquire about the status of the investigation.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. The existence and nature of the complaint will be disclosed only to the extent necessary to make a prompt and thorough investigation or as may be necessary to take appropriate corrective measures.

The facts will determine the response to each allegation. Employee conduct which is found to constitute unlawful discrimination or harassment will be disciplined, up to and including immediate termination. If the City determines that an employee hampered or was dishonest during an investigation, or made false and/or malicious complaints of harassment, discrimination, or retaliation, that employee may be subject to appropriate disciplinary action.

NON-RETALIATION

The City prohibits any form of retaliation against any employee for reporting discrimination/harassment concerns or a violation of policy, filing a complaint, or assisting in a complaint investigation. However, if after investigating any complaint, the City determines that the complaint is frivolous and was not made in good faith, or that the employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who made the complaint or provided the false information, up to and including termination.

A SAFE AND HEALTHY ENVIRONMENT

WORKPLACE VIOLENCE

The City is committed to preventing workplace violence and to maintaining a safe work environment. All employees, including supervisors, temporary employees, and volunteers, should be treated with courtesy and respect at all times. Physical violence, threats, harassment, intimidation, and other disruptive behavior in the workplace, whether committed by customers, vendors, or City employees, will not be tolerated. Individuals who commit such acts may be removed from City premises and subject to criminal penalties in addition to disciplinary action up to and including termination.

Conduct prohibited by this policy includes, but is not limited to:

- Oral or written statements, gestures, or expressions that communicate a threat, or perceived threat of physical harm;
- Physically harming or attempting to harm a person or property;
- Coercion, intimidation, or stalking of another;
- Any form of non-consensual physical contact such as shoving or grabbing;
- Bringing any unauthorized weapon to City premises, including parking lots;
- Any other conduct that would cause a reasonable person to believe violence may occur.

If you are facing a situation that may result in violence, you should avoid confrontation and, if possible, retreat to a safe location. If you notice, witness, or are impacted by conduct you think is suspicious, immediately report it to your supervisor or any manager. If you believe there is a threat to personal safety, call the police immediately.

NO FIREARMS

Weapons or firearms are prohibited anywhere on City premises, except those carried by law enforcement officials while on duty. This policy also applies to any visitors on City property.

TOBACCO, ALCOHOL AND DRUG-FREE WORKPLACE

To provide a safe and healthy environment for our employees and customers, the City maintains a work environment free of drugs, alcohol and tobacco.

TOBACCO

Smoking and/or the use of tobacco is not permitted anywhere on City property at any time. This includes all buildings, structures, foyer areas, parking lots, vehicles, or land. The prohibition also includes any private property where employees are engaged in City business.

The City will designate outdoor smoking areas 25 feet away from public buildings to comply with Section 8.10 of Bethel Municipal Code

ALCOHOL PROHIBITIONS

You may not report to work while under the influence of alcohol, which can affect your performance and place others in jeopardy. Possession of alcohol, including possession of medicines containing alcohol, is prohibited. Alcohol use during the four (4) hours prior to reporting to a designated safety sensitive-position (or a position that includes safety-sensitive functions) is prohibited. Alcohol use during the thirty-two (32) hours following an accident in a City-owned vehicle or until you have been administered a post-accident drug and alcohol test is prohibited.

DRUG (ILLEGAL AND LEGAL) PROHIBITIONS – INCLUDING MARIJUANA

You may not report to work while under the influence of illegal drugs or legal drugs used in an illegal manner. You may not report to work while under the influence of marijuana, which can affect your performance and place others in jeopardy. Employees in safety-sensitive positions subject to drug testing under the U.S. Department of Transportation drug testing regulations may not use marijuana at all, regardless of the State of Alaska's marijuana-related legislation. You may also not report to work while taking any legally-prescribed or over-the-counter medication that may adversely affect your performance of safety-sensitive functions.

DRUG AND ALCOHOL SCREENINGS

As a condition of employment, you may be required to undergo periodic alcohol and drug screenings, at times specified by the City. To ensure compliance with our drug-free workplace and maintain a safe work environment, you may be directed to report for a random, post-accident or return-to-duty screenings. In addition, the City may require you to participate in a screening test if you are exhibiting signs and symptoms of being under the influence. Employees who test positive during a screening test will be subject to discipline. The City considers a failure to report for a screening test when directed to do so the same as a positive test result.

INVESTIGATION AND SEARCHES

When a Department Head or supervisor has reasonable suspicion that an employee has violated the above policies, the supervisor, or designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, toolboxes, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited items. Any such searches will be coordinated with a representative of the union (classified employees) or HR (exempt employees). If you are the subject of such a search, you may be asked to be present and may be asked to remove a personal lock. Locked areas or containers do not prevent a search, and thus you should understand there is no expectation of privacy on City premises. If you are not present or you refuse to remove a personal lock, the City may forcibly remove the lock without compensating you for the lock.

The City may use unannounced drug detection methods in any City-owned facility and on any City-owned property, to include personal vehicles parked on City property, should reasonable suspicion exist.

SAFETY

You are responsible for performing your job functions in a safe and efficient manner, complying with all federal, state, and local regulations and program standards.

Regardless of your specific job description, every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow safety guidelines or engaging in conduct that places you, another employee, a member of the public, or the City at risk can lead to disciplinary action and/or termination.

The City will provide you with equipment and/or clothing necessary for your safety in accordance with applicable laws. You are responsible for taking care of that equipment or clothing and using it when directed and as intended.

You are responsible for completing an Accident/Incident Report whenever you are involved in or witness a safety infraction.

You or your supervisor must report any work-related fatalities to OSHA within 8 hours, and must report any work-related inpatient hospitalizations, amputations, or eye loss within 24 hours. You can do this by using the 24-hour OSHA hotline at 1-800-321-OSHA (6742). You are also responsible for notifying HR if you have reported a fatality or injury to OSHA.

REPORTING EMPLOYEE INJURIES

In addition to the OSHA reporting requirements, you must report all workplace illnesses or injuries within 24 hours of the injury to your supervisor. You are also responsible for submitting a completed Report of Occupational Injury or Illness Form 6100 to HR as soon as you can after you've been injured – no matter how insignificant the injury may seem. Failure to complete this form will keep you from being able to claim any workers compensation benefits. Fraudulent or intentionally inaccurate statements in the Report of Occupational Injury or Illness Form or an unreasonable failure to report an occupational injury or illness is cause for disciplinary action.

CHILDREN IN THE WORKPLACE

The presence of children in the workplace during the workday is inappropriate and to be avoided except in emergency situations. Their presence causes disruptions for you and your co-workers, increases the City's liability, and presents the City as an unprofessional work environment. A child with an illness is not allowed to come to work with you.

If bringing a child to work with you is unavoidable, you must first contact your supervisor for permission. You may be required to take personal leave as an alternative. Before approving your request, your supervisor will consider the number and age of the child(ren), how long the child needs to be present, your work environment, and any possible disruption to your work. You are responsible for any child you have permission for, and the child must be with you and under your direct supervision at all times.

PETS IN THE WORKPLACE

Pets are not allowed in City facilities other than the City pound. The exception to this rule is for certified service animals or those affiliated with Bethel Police Department or other law enforcement agencies serving on duty in a K-9 capacity. Animals under the control of an employee tasked with animal control are to be maintained at the City pound and not transported to other City facilities, nor allowed to remain in City-owned vehicles beyond the period of time necessary to secure the animal at the City pound.

EMPLOYMENT

EMPLOYEE CLASSIFICATIONS

All employees are classified as either nonexempt or exempt under federal and state wage and hour laws. The following is intended to help you understand employment classifications, your employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both you and the City.

Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA) rules concerning minimum wage and overtime. State labor laws may provide nonexempt employees additional rights. These federal and/or state rights can only be modified through a CBA.

Exempt employees are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. The U.S. Department of Labor sets the criteria that determine whether a job is classified as overtime exempt or not.

The City has established the following employment types for both nonexempt and exempt employees:

Regular, full time status: Employees who are regularly scheduled to work at least 30 hours per week, or for exempt employees, the whole of the work day that their department is regularly open for business and as many hours as needed to do their job. Regular, full time employees are eligible for all City benefits subject to the terms, conditions and limitations of each program.

Regular, part time status: Employees who are regularly scheduled to work less than the full-time schedule but at least 15 hours each week. Regular, part-time employees are eligible for some of the benefits offered by the City subject to the terms, conditions and limitations of each benefit program.

Regular, contract employee: Employees who are not independent contractors but report to (or directly assist employees who report to) the City Council. Work schedules and benefits for regular, contract employees are determined individually between the employee and City Council.

Temporary, full time or part time status: Employees who are hired as an interim replacement for a current employee that is expected to return, to assist in the completion of a specific project, or to perform a seasonal function. Temporary, full time employees are scheduled to work a minimum of 30 hours per week for a limited duration, not to exceed 6 months. Temporary employees are not eligible for most City-offered benefits but may be eligible for some voluntary, employee-funded benefits.

Volunteers: While not City employees, those volunteers that receive payment from the City are subject to some in-processing and tax reporting requirements. Volunteers are not eligible for City-offered benefits.

POSITION DESCRIPTIONS

A position description is a useful, plain-language tool that describes the tasks, duties, functions and responsibilities of your position. Position descriptions do not include each and every one of your duties when hired for that position.

The City will develop and maintain current position descriptions for all established and authorized positions. HR, in consultation with department managers, will develop all position descriptions and recommend salary or range assignments based on the essential functions and requirements of the position. All City position descriptions will be written in such a way as to maintain compliance with the Fair Labor Standards Act (FLSA) and the Americans with Disabilities Act (ADA).

The City's position descriptions are used for a variety of reasons, such as a tool for recruiting, determining salary levels, conducting performance reviews, clarifying missions, establishing titles and pay grades, and creating reasonable accommodation controls, as well as for career planning and training. When hired, you will be given a copy of your position description and will acknowledge in writing that you have received it and understand your responsibilities. A copy of your signed position description will be maintained in your personnel file.

RECRUITMENT

HR shall recruit all candidates for employment through at minimum, the City's web site and the State of Alaska's internet-based job posting system.

PRE-EMPLOYMENT

BACKGROUND AND REFERENCE CHECKS

To ensure the City's employees are well-qualified and to maintain a safe and productive work environment, the City conducts pre-employment background checks on all applicants who have been selected by the Department Head as the number one finalist for a position. The City will obtain reports only for the purposes of considering an individual for employment, promotion, reassignment, or retention and for no other purpose. Applicants selected for a background check

must first agree to the check and complete a disclosure and authorization form. Authorizations will be kept for a minimum of seven years from the date of inquiry.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the City. Each Department Head, in coordination with HR, has identified specific criteria, based on the essential functions of each position, for a background check to be considered acceptable. The background check includes verification of information provided by the applicant as well as criminal history and reference checks. A criminal conviction does not automatically bar an applicant from employment. Additional checks such as a driving record or credit report may be made for particular job categories if appropriate and job-related.

The screening reports are kept confidential and are only viewed by the HR manager in support of the hiring process. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and federal and state privacy and anti-discrimination laws.

When an employment decision is based in whole or part on the background information, the applicant has the opportunity to dispute any information contained in the report. If information obtained in a background check leads the City to deny employment based on pre-established criteria, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy.

The City also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

DRUG TESTING

As part of the City's employment procedures, an applicant may be required to undergo a pre-employment drug and alcohol screening that is conducted by a laboratory designated by the City. Any offer of employment from the City is contingent upon, among other things, satisfactory completion of this screening if required for the specific position.

VERIFICATION OF EMPLOYMENT ELIGIBILITY

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

NEPOTISM, EMPLOYMENT OF RELATIVES AND PERSONAL RELATIONSHIPS

Relationships between employees must not result in a conflict of interest, favoritism, or the appearance of either. This extends to practices that involve employee hiring, promotion, and transfer. No employee may have supervisory authority over an immediate family member.

EMPLOYMENT OF RELATIVES

The City permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the City, create actual or perceived conflicts of interest. This applies to all categories of employment including regular and temporary positions. The City will endeavor to exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- No employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.
- Relatives are permitted to work in the same City facility, provided no direct reporting or supervisory/management relationship exists.
- No relatives are permitted to work in the same department or in any other positions in which the City believes an inherent conflict of interest may exist.
- No person may be employed in any position who is an immediate family member of the City Manager or Human Resources Director; no person may be hired as a manager if they are an immediate family member of a member of the City Council.

EMPLOYEE CONSENSUAL RELATIONSHIPS

If you are involved in relationship with a co-worker, either due to a new involvement or due to a "close friend" or "significant other" being assigned to a new position, you have a duty to report your relationship to HR. When the relationship and employee assignments create a situation of perceived or actual conflict of interest or favoritism, the City will investigate the option of reassigning one employee to resolve the conflict.

Employees involved in relationships with other employees have a duty to ensure that they act professionally at all times and do not engage in any conduct which is harmful or offensive to others.

INTRODUCTORY PERIOD

New employees, rehires and transfers may be subject to an introductory period. You are expected to actively participate in any orientation and training during this time as your supervisor will be assessing your skills and suitability for the position. Assessments may be informal and a formal written evaluation may not be provided to you. If needed, your introductory period may be extended to better understand your skills, training and abilities. If the City determines that you are not suited for the position, you may be separated at any time. Completion of the introductory period should not be construed as creating a contract or a guarantee of employment for any specific duration. All employees are considered "at-will" at all times and for all purposes.

PROGRESSIVE DISCIPLINE

You have the duty and the responsibility to be aware of and abide by existing rules and policies. You also have the responsibility to perform your duties to the best of your ability and to the standards as set forth in your job description or as otherwise established.

The City uses progressive discipline to address issues such as poor work performance or misconduct. Progressive discipline is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues while allowing the City the opportunity to mentor employees that may need infrequent “course corrections”.

While the below steps generally occur in sequence, the City may combine or skip steps in the process depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on others' performance and the City as a whole. The City reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and termination.

Verbal warning: A supervisor verbally counsels you about an issue of concern. Depending on the situation, a written record of the discussion may be placed in your file for future reference.

Written warning: Written warnings are used for behavior or violations that a supervisor considers serious or in repeat situations when a previous verbal warning did not help change unacceptable behavior. Written warnings should include a plan of action for correcting the behavior or violation. You will always acknowledge a written warning in writing and have an opportunity to respond on the document itself. The written warning is placed in your personnel file. While we don't expect it to happen, if you do receive one, you should recognize the grave nature of the written warning.

Suspension, Demotion or Termination: More significant and/or final steps may be imposed whenever an employee has been involved in a disciplinary situation that has not been readily resolved, has demonstrated an inability to perform assigned work responsibilities efficiently, has significantly violated the law or a City policy or placed others in danger by their actions.

SEPARATION OF EMPLOYMENT

REASONS FOR SEPARATION

Separation from City employment can occur for several different reasons.

Resignation: Although the City hopes your employment with us will be a mutually rewarding experience, the City understands that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. If you provide less notice, you may be ineligible for rehire depending on the circumstances.

Medical Separation: If you are unable to return to work following approved medical leave you may be separated in good standing. Depending on the type of injury or illness, and whether it

happened on or off the job, you may be able to take part in either the long-term disability program with the City health plan or the long-term disability plan under PERS.

Retirement: If you are qualified and wish to retire, you must notify your Department Head and HR in writing at least one (1) month before your planned retirement date.

Layoff: Periodically, the City may find that positions are no longer necessary to support programs and operations or can no longer be funded. If this occurs with your position, you will be provided a 30-day notice of impending layoff and you retain rehire rights following the layoff.

Job abandonment: If you fail to report to work or contact your supervisor, or you “walk off the job” before completing a shift, you may be considered to have abandoned the job. If you are separated due to job abandonment, you are ineligible to receive accrued benefits (no PTO payout) and are ineligible for rehire.

Involuntary Termination: Employees of the City are employed on an at-will basis, and the City retains the right to terminate an employee at any time.

RETURN OF CITY PROPERTY

If you leave City service for any reason, you must return all City property at the time of separation, including uniforms, cell phones, keys, equipment and identification cards. Failure to return some items may result in deductions from your final paycheck.

EMPLOYEE OUT-PROCESSING

After you notify your supervisor that you intend to resign, you must contact HR to schedule an exit interview. The interview will generally be on your last day of work. Your supervisor or Department Head will complete a Supervisor Termination form, which accounts for the return of all City property, will complete a PAR and sign your final timesheet. You will bring all three documents to HR when you report for the exit interview.

If you have been continuously employed by the City for a minimum of six (6) months, the value of accumulated PTO will be paid in your final paycheck. Your final paycheck will be paid on the next regular pay day, unless you were involuntarily terminated, in which case the final pay and accrued leave will be paid within three working days. Accumulated sick leave (up to 720 hours) will be paid under the same process, but only for employees who have been continuously employed by the City for more than eleven (11) years.

When you leave City service, your health insurance coverage ends on the last day of your departing month. You may opt to continue health coverage through the Consolidated Omnibus Budget Reconciliation (COBRA) program, and you should expect to receive more information about COBRA in the mail from the City’s insurance provider.

REHIRE

Former employees who left the City in good standing and eligible for rehire may be considered for reemployment. To be considered for rehire, an application must be submitted to HR, and the applicant must meet all minimum qualifications and requirements of the position.

Supervisors must obtain approval from HR prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

WORKPLACE EXPECTATIONS

CONFIDENTIALITY

When hired, and as needed, the City will request you provide personal information about yourself and your dependents. The City will only collect personal information that is required to provide benefits, process your payroll, and comply with government reporting and disclosure requirements. The City is committed to safeguarding and maintaining the confidentiality of your personal information and shares it only as required and with those who have a “need to know,” balancing your right to privacy with information necessary to accomplish City functions.

All individuals having access to employee information or records of any kind will regard the contents as confidential and will not divulge such contents to prospective employers, credit agencies, other employees, benefit providers, contracted individuals, or other individuals without the express written consent of the employee. Accessing personnel information for any reason not related to the employee’s job responsibilities is strictly forbidden. Individuals will not improperly access, copy or disclose any document included in the employee’s personnel file.

If you become aware of a material breach in maintaining the confidentiality of your personal information, you should report the incident to HR. HR is responsible for investigating the incident and corrective action. Please be aware that a standard of reasonableness will apply in these circumstances. Examples of the release of personal employee information that will not be considered a breach include the following:

- Release of partial employee birth dates, i.e., day and month is not considered confidential and will be shared with Department Heads who elect to recognize employees on such dates.
- Personal telephone numbers or e-mail addresses may be distributed to Department Heads in order to facilitate City work schedules or business operations.
- Employee wage and payroll information used in budget planning, timekeeping review, or step/merit review will be shared with Department Heads.
- Employee’s hiring anniversary or service recognition information will be distributed to appropriate Department Heads periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes for periodic benefit plan changes or periodic benefits statement updates.

City-assigned information, which may include organizational charts, department titles and staff charts, job titles, department budgets, telephone directories, e-mail lists, facility or location information and addresses, is considered proprietary information to be used for internal purposes only or distributed as necessary to conduct business operations.

Breach of confidentiality by any employee, to include impermissible disclosure or unauthorized removal, destruction, or loss of any employee or proprietary information will be considered cause for disciplinary action up to and including termination.

OPEN DOOR POLICY

All employees assigned to individual offices, either by themselves or in a shared workspace, are expected to keep office doors open (not just unlocked) unless specific circumstances arise. No employee serves in a position in which they require routine privacy, nor should there be an expectation of privacy for most functions.

ETHICS AND CONFLICT OF INTEREST

The successful operation and reputation of the City is built upon the ethical conduct of our employees. The City complies with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. To that end, you will not take advantage of your status with the City to profit personally. You must avoid conflicts of interest and situations where there might be the appearance of a conflict of interest, to include interests outside of work that interfere with your ability to perform your job functions.

OUTSIDE EMPLOYMENT

As a City employee, you may only pursue outside employment, personal business ventures or voluntary positions that do not create a conflict of interest or interfere with your job performance at the City. You may not use any City property (tools, equipment, resources) or City-paid work time to conduct any volunteer or outside business. The City requests that you notify your supervisor if you work for another employer or are engaged in a personal business or partnership so that the City can confirm that no conflict of interest exists. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours.

GIFTS AND GRATUITIES

You may not accept a gift or gratuity under circumstances which could reasonably be construed to create the appearance of a conflict of interest. If offered, you shall immediately report such offer to the City Manager.

POLITICAL ACTIVITY

You may not serve as an elected member of the Bethel City Council or state or national elected representative. You may not engage in political campaigning activities, to include seeking donations, during work hours or on City premises.

ATTENDANCE AND PUNCTUALITY

You must schedule time off in advance. Absences due to illness may occur in the case of an emergency or sudden illness without prior scheduling. If the absence, either scheduled or unexpected, lasts longer than 3 days, the City requires physician's documentation; the City may at any time, regardless of the length of absence, require physician's documentation to support an absence due to illness or the taking of sick leave. Absences due to workplace injury or illnesses that have been approved under the Family and Medical Leave Act (FMLA) will not be counted against your attendance record, although you will be charged leave as appropriate.

Patterns of absenteeism or tardiness may result in discipline even if you have not yet exhausted available paid time off. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter; repeated instances can lead to termination of your employment.

ATTIRE AND GROOMING

You will be issued and required to wear an ID badge while performing work for the City.

It is important for all employees to project a professional image while at work by being appropriately attired. You are expected to be neat, clean and well groomed while on the job. Your clothing must be consistent with the standards for a business environment and must be appropriate for the type of work you do.

Natural and artificial scents may become a distraction from a well-functioning workplace, and can create a negative work environment for individuals with chemical sensitivities. You should keep this in mind when considering your attire and dress in the workplace.

The City is confident that you will use your best judgment regarding attire and appearance. The City reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or in severe cases may be sent home to change clothes.

ELECTRONIC COMMUNICATION AND INTERNET USE

USAGE GUIDELINES

The following guidelines have been established for using the Internet, City-provided cell phones and e-mail in an appropriate, ethical and professional manner:

- Internet, City-provided equipment (e.g., cell phone, computer) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the City or be contrary to the City's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and provided equipment such as cell phones.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees must not use the system in a way that disrupts its use by others. Employees must not send or receive large files that could be saved or transferred via thumb drives. Employees are prohibited from sending or receiving files that are not related to work.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails and text messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending messages within and outside the City.

RIGHT TO MONITOR

All City-supplied technology and City-related work records belong to the City and not to you or your co-workers. This includes any records, documents, files, or data created on City-supplied technology. The City routinely monitors the use of City-supplied technology.

EMPLOYEE PERSONNEL RECORDS

Employee personnel records are maintained by HR and are considered confidential.

Your personnel file includes any documents related to your hiring, job performance, personnel actions and termination of employment. Pre-employment information such as interview results, background screenings or reference check information is not maintained as part of your file.

Each employee also has a "Confidential" file, which is maintained by HR separately from your personnel file. Your confidential file holds medical records related to medical leave, worker's compensation, or disability accommodation. Your confidential file also includes any documents that include personal identifiers (social security number, drivers license number, birth date); identify your dependents; or personal information that is not specifically relevant to your job functions (financial data, benefit enrollments, etc.)

Your personnel file is available to you for review in person, or you may request a copy (for a fee). "Need to know" access to an employee's confidential file is strictly controlled, normally limited to the City Manager and HR, and in the case of worker's compensation matters, the City's designated insurance agent. Supervisors and managers may be informed by HR regarding

necessary restrictions on the work or duties of the employee and necessary accommodations resulting from medical information; supervisors and managers do not have access to the actual medical documents. Participants in City benefit plans should be aware that personal information will be shared with plan providers as required for their claims handling or record keeping needs. Current or past employees who wish the contents of their personnel file be released to another party must complete a written release that can be obtained from HR. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information and HR will provide access to files in response to court orders and subpoenas.

To keep insurance benefits and records of employment up to date, you must notify HR of any change in name, address, marital status, dependents, beneficiary designations, telephone number, emergency contact information, training, certifications or licensure.

COMPENSATION

WORKDAY AND WORKWEEK

For the purposes of payroll and overtime calculations, the workday is defined as 12:00 a.m. to 11:59 p.m. However, the City may establish shift schedules in order to avoid calculating a single shift on two separate calendar dates. If your shift rolls across the midnight hour, your hours worked are recorded on the workday on which the shift began.

The workweek is defined as 12:00 am Monday through 11:59 pm Sunday.

TIME REPORTING

All non-exempt employees must record their hours worked on a time sheet, for purposes of calculating pay, benefits, and the accrual and use of leave. Under no circumstances should any employee fill out a time sheet for another employee or have another employee fill out their time sheet. All employees are required to accurately record all time worked and all break periods.

You are responsible for submitting a true and accurate record of the hours you actually work. Your signature on the time sheet is considered a certification that the document provides a true and correct statement of dates and time actually worked.

Overtime is defined as hours worked by an hourly or nonexempt employee in excess of 40 hours in a workweek. Overtime is calculated based on actual hours worked which includes only hours worked and hours worked during call back. Paid leave and paid holidays are not work hours and therefore do not apply towards the 40 hours. Hours that an employee serves in an on-call status but does not get called in do not apply towards the 40 hours. Hours compensated at a higher-than-regular rate (i.e. pay for working on a holiday) do not count towards the 40 hours. Every attempt is made to schedule work so that the need for overtime is kept to a minimum. Overtime must be approved in advance by your Department Head or supervisor, depending on your Department's policy.

Your supervisor will complete the justification section on your timesheet if you have any of the following: 1. approved FMLA leave; 2. worker's comp-related leave; 3. special leave situations; and/or 4. sick leave. Your supervisor should note when sick leave was verified by physician's documentation, but should not submit or keep the doctor's note.

When you take leave, you are responsible for turning in a completed Leave Request form (approved via signature) with any time sheet that includes paid leave or leave without pay.

MEAL PERIODS AND BREAKS

Department Heads are responsible for setting meal periods for their work areas to provide the least possible disruption to City operations. Meal periods are not included in the total hours of work per day and are not compensable. Non-exempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for that time.

Periodic breaks (15 minutes or less) in the work schedule may be authorized by the Department Head but they are not mandatory.

Due to the impact on operations and coworkers when one individual enjoys a change from their regular schedule, and the potential perception of favoritism, neither the lunch period nor any break periods may be used to account for an employee's late arrival or early departure or to cover time off for other purposes. Allowed breaks may not be accumulated and combined to extend a meal period or create a longer break.

PERFORMANCE AND SALARY REVIEWS

Performance evaluations are prepared for you and your supervisor to communicate regularly about your position requirements, your strengths and weaknesses, opportunities for improvement and training, and goals for your performance.

REGULAR ASSESSMENTS

Written performance evaluations will be provided for regular employees on an annual schedule, usually at or near your anniversary date of hire. Both you and your supervisor are responsible for participating in the process, which may include a self-evaluation, and scheduled interview/discussion. You may add comments or dispute the evaluation in writing. Your evaluations will be maintained in your personnel file.

FOLLOWING INTRODUCTORY PERIOD

A written evaluation may be provided but is not required before deciding to release an employee at the end of or during the introductory period or an extension; a written evaluation is optional in the judgment of the supervisor in consultation with HR.

UNSATISFACTORY RATING

An unsatisfactory performance rating in two or more categories indicates the supervisor should discuss a plan of action with you to help you improve your performance. Your supervisor should document any expectations and schedule a follow-up review.

INCREASES IN PAY

All employees are paid in accordance with the wage scale adopted by City Council. Across-the-board cost of living increases must be approved by City Council annually, even if negotiated in good faith beforehand.

Merit increases are based on performance and available when the City's financials permit. A performance review does not necessarily result in an automatic salary increase.

Budget allocations for salary adjustments, wage scale changes and merit increases are planned for and allocated before the start of each fiscal year.

PAYMENT OF WAGES

PAY PERIOD AND METHOD

The City's pay period is biweekly, with scheduled payday every other Friday after the end of the pay period. We encourage you to be paid through direct deposit of funds to either a checking or savings account at the financial institution of your choice.. Pay statements and/or checks are distributed by payroll individually or to the individual departments via the City Hall interdepartmental mail boxes or electronically.

PAYROLL DEDUCTIONS

All amounts required by federal or state law or by benefit plans, (to include PERS,) will be deducted from your paychecks. Other required or voluntary deductions may be withheld if you've authorized them in writing. You will see all deductions listed on your pay statement.

PAY ADVANCES

Payroll advances are not allowed.

WAGE SCALE

All employees shall be paid in accordance with the wage scale adopted by City Council as part of the annual budget process.

HOLIDAY PAY

The City recognizes 12 paid holidays each year:

New Year's Day (January 1)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Alaska Day (October 18)
Veterans Day (November 11)
Thanksgiving (4th Thursday in November)
Day after Thanksgiving
Chief Eddie Hoffman's Day (2nd Friday in December)
Christmas Day
Employee's Birthday (may be taken at any time during the calendar year)

Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday.

Paid time off may be granted to employees who desire to observe a religious holiday that is not recognized by the City in lieu of an existing paid holiday.

TIME OFF/LEAVES OF ABSENCE

VACATION OR PAID TIME OFF (PTO)

All regular employees are eligible for PTO benefits. You earn PTO through service time and will begin to accrue leave from your first pay period in a regular full- or part-time status. You will not earn PTO during unpaid leaves of absence, including injury (Workers' Compensation) and/or FMLA leave.

To ensure adequate staffing, each Department Manager will schedule and approve PTO requests. Each Department may set standards for planning leave in advance. To request PTO, you must complete a leave request form, which must be approved (with your supervisor or Department Head's signature) before you take the PTO. You can only use PTO after you earn it and it's your responsibility to make sure you have enough leave available to cover the dates you request. PTO cannot be advanced and you cannot draw your PTO bank into a negative balance.

Requests to take PTO will be approved based on a number of factors, including department operations and staffing requirements. Once approved, be sure to keep the signed form, because you will need to submit it with your timesheet when you take the leave. The City will pay your PTO at your base rate at the time you take the leave. PTO hours do not count towards overtime calculations. If a holiday falls during the PTO period, that day will be paid as a holiday and not charged to your PTO balance.

Your PTO balance may be subject to annual usage requirements and/or an annual cap, effective December 31 of any year.

CASH OUT/DONATIONS

You may cash-out leave under emergency conditions following written approval by the City manager. Emergency is defined as a critical situation over which the employee has no control.

You may request permission to donate annual leave to a fellow employee in dire medical situations approved by the City Manager. Donations are limited to 40 hours, and any donations must be approved by the City Manager.

SICK LEAVE

Eligible employees accrue sick leave from the date of hire. If you have a sick leave benefit, you may use the leave for your own illness, well-care and medical and dental appointments. You may also use it to care for a dependent that is ill. Federal law requires that when a sick leave bank is provided, exempt employees unable to work during their normal work hours due to a reason covered under sick leave, must take sick leave. The hours cannot be “made up” on another day or through extended work hours. If you do not have a sick leave benefit, or if you have used up all your sick leave, you will be charged PTO in its place.

If you are absent from the workplace more than three consecutive working days, you must present medical documentation verifying your illness. You may also be required to present documentation for absences shorter in duration.

FAMILY AND MEDICAL LEAVE

City employees are entitled to leave benefits under a federal law known as the Family and Medical Leave Act (FMLA) as well as the Alaska Family Leave Act (AFLA). The acts promote preservation of the integrity and stability of your family unit, job security for you, as well as accommodating the business interests of the City. In addition to leave for medical reasons, FMLA also includes a provision for Military Family Leave under specific conditions.

FMLA, AFLA, and your paid leave benefits run concurrently, as permitted by law.

You have the right to request FMLA/AFLA leave; in addition, supervisors have a responsibility to notify HR when they have a reason to believe you are taking leave for a qualifying condition.

MEDICAL LEAVE

ELIGIBILITY

For FMLA, you must have worked for the City for 12-months and accumulated at least 1,250 work hours (paid leave and holidays do not count) during the 12-month period immediately before your requested leave is to start. To be eligible for AFLA, you must have worked for the City for at least

35 hours per week for 6 consecutive months or 17.5 hours per week for 12 consecutive months. You will not be eligible for medical leave if you have exhausted your medical leave entitlement in the 12 calendar months (or 24 months, if appropriate) immediately preceding each day of leave requested.

TYPE OF LEAVE COVERED

- The birth of a child or the placement of a child through adoption or foster care and to care for the child: this leave must be taken within a year after the child is born, adopted, or placed in the employee's home. When both the mother and father are eligible employees of the City, they are jointly entitled to a total of 18 weeks, which may be divided between them as they agree;
- To care for a spouse (as defined in Alaska law), child, or parent with a serious health condition
- When you are unable to work due to a serious health condition, require inpatient care, require continued care or for a period of incapacity.

WHEN MEDICAL CERTIFICATION IS REQUIRED

When you request FMLA or AFLA, you will probably be required to provide a medical certification (on a form supplied by the City) supporting the need for leave due to a serious health condition affecting you or a family member. If you are taking leave on an intermittent or reduced work schedule basis, then the medical certification should indicate that such a schedule is medically necessary.

Prior to returning to work from leave due to your own serious health condition, you must provide the City with a fitness for duty certification from your health care provider stating that you are able to perform the essential functions of your position. You will not be allowed to return to work without this. If you fail to return from leave or contact the City on the scheduled return date, you will be considered to have voluntarily terminated your employment with the City.

MILITARY FAMILY LEAVE

QUALIFIED EXIGENCY LEAVE

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the City and employee agree, including agreement on timing and duration of the leave. This type of leave would be counted toward your 12-week maximum of FMLA leave in a 12-month period.

MILITARY CAREGIVER LEAVE

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks of unpaid leave during a single 12-month period to take care of that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

Covered service member means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

COMPENSATION

Family and Medical Leave is unpaid, however, the City requires employees eligible for FMLA/AFLA or Military Family Leave to substitute their accumulated PTO, sick leave, and/or donated leave for unpaid leave. The City has no obligation to pay you more than any accumulated PTO, which must be used at the beginning of your leave (paid time off is counted as part of the FMLA/AFLA entitlement, not in addition to it). PTO and/or Sick Leave do not accrue during a period of unpaid leave. Paid holidays are counted as part of the FMLA/AFLA leave and do not serve to “extend” your leave. If you run out of paid time off while on FMLA/AFLA and a holiday falls in the time in which you are on unpaid leave, you will not be paid for that holiday. Where appropriate, the City will coordinate workers’ compensation leave with FMLA/AFLA leave so that the two run concurrently.

BENEFITS CONTINUATION

During the time that you are on leave under FMLA, you maintain the opportunity for continued health benefits coverage. Leave afforded under AFLA alone offers no such continuation of benefits. Other City-funded benefits and/or employee-funded programs may be available to you during periods of unpaid leave under FMLA/AFLA, provided certain conditions are met. When employee payments are required to maintain a benefit under this section, failure to make your payments will result in cancellation of the benefit due to nonpayment.

During periods of absence under this section, the City may require that you pay all or part of the costs for maintaining health insurance coverage and/or other employee benefits during a period of unpaid leave.

GROUP HEALTH BENEFITS

You may continue your group health insurance coverage during FMLA or Military Family Leave on the same terms as before such leave. If you elect to continue group health coverage, and there is an already-established employee portion (premium), you will be required to continue to make those premium payments to the City while on leave. Payment will be automatically deducted from your paycheck while on paid leave. When paid leave is exhausted, you are responsible for contacting the Finance Director regarding the options available to you to pay for continued health insurance during the unpaid portion of your FMLA leave. Failure to pay the employee portion will result in cancellation of health insurance benefits due to nonpayment.

Health insurance benefits do not continue for your absence under the provisions of AFLA, unless you have contacted the Finance Director and arranged to pay the City the full premium cost (employer and employee portions) of the benefits being received. Failure to do so will result in cancellation of health insurance benefits due to nonpayment.

LIFE INSURANCE

An employee who is on unpaid FMLA/AFLA leave may continue his or her life insurance by paying the full premium cost for coverage. If you are interested in maintaining your life insurance benefit, you must consult the Finance Director to arrange payment terms.

UTILITY BENEFIT

While on unpaid FMLA/AFLA leave, you may continue to receive the utility benefit provided you contact the Finance Department to make payments while on leave. At no time will the City subsidize the utility benefit for an employee.

The City may recover from you the City's portion of the utility costs during the FMLA/AFLA-approved leave if you fail to return to work after the leave entitlement ends or terminate employment within the first 30 days following your return. The City may not recover costs if your failure to return or departure is due to the continuation, recurrence or onset of a serious health condition, as documented by a qualified health professional.

VOLUNTARY BENEFIT PROGRAMS

Payroll-based contributions to voluntary benefit programs such as deferred compensation or AFLAC will immediately cease once you are on unpaid leave under this section. You are responsible for contacting your service providers to maintain any allowed benefits.

JOB RESTORATION

Upon returning from Family or Medical leave, you will be restored to your original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

EMPLOYEE NOTICE

Eligible employees seeking to use FMLA/AFLA or Military Family Leave are required to provide:

- A. 30-day advance notice of the need to take leave when the need is foreseeable;
- B. Notice “as soon as practicable” when the need to take leave is not foreseeable. Except in the most extraordinary circumstances, this requires you to report your need for leave before the start of your shift in accordance with the normal absence-reporting procedures;
- C. Sufficient information for the City to understand that the employee needs leave for qualifying reasons (the employee need not mention FMLA, AFLA, or Military Family leave when requesting leave to meet this requirement but must provide sufficient information to put the City on notice that the absence may be so-protected); and

Where the City was not made aware that you were absent for FMLA/AFLA reasons, leave will be retroactively designated as FMLA/AFLA leave provided you meet the eligibility criteria.

EMPLOYER NOTICE

In addition to the information provided in this Handbook, the City has posted a notice explaining your rights and responsibilities under FMLA/AFLA on the HR bulletin board.

If family or medical leave is requested, HR will provide you a notice of eligibility, informing you whether or not the leave you are requesting qualifies and will provide you a written notice designating the leave as FMLA/AFLA leave and detailing specific employee expectations and obligations under the entitlement.

INJURY LEAVE (WORKERS COMPENSATION)

Employees injured on the job are entitled to compensation and benefits in accordance with the Alaska Workers Compensation Act. All employees who experience an injury while on the job will report the details on a Form 6100, which will then be sent to HR to complete the required reporting to the City’s insurance carrier and the Alaska Department of Labor. It is your responsibility to complete the Form 6100 when you experience any workplace injury.

If you are injured at work and on injury leave as a result, you may not use your PTO/sick leave while on injury leave; in lieu of wages, you are eligible for paid Workers’ Compensation benefits.

COURT LEAVE

If you receive a jury duty notice the federal or state courts, you must notify your supervisor and provide a copy of the jury summons. The City will pay regular employees (full and part time) for time off serving the court. All fees paid by the court must be remitted to the City and you must immediately return to work any time you are released by the court prior to the end of your normal duty day (with the exception of lunch and other court-determined breaks).

UNIFORMED SERVICE LEAVE

The City is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the City's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

If you are requesting leave for military duty, you must contact HR as soon as you are aware of the need for leave.

FUNERAL LEAVE

An employee who wishes to take time off due to the death of an immediate family should notify his or her supervisor immediately. Each full-time employee is eligible for one paid day of leave for each instance, which will not be deducted from your leave balance.

EMERGENCY LEAVE

The City Manager may approve paid emergency leave to employees not to exceed forty (40) hours at any one time when critical illness or death has occurred in the employee's immediate family.

LEAVE WITHOUT PAY

Employees who require time off in addition to accrued PTO may request up to 3 months leave without pay. The granting of such leave is at the sole and exclusive direction of the City Manager and may only be used after all other available leave has been exhausted. It shall not be granted if the employee's absence will impact the provision of City services or operations.

If approved, the Department may fill your position with an acting, or temporary hire. You must return to work on the scheduled return date or be considered to have voluntarily resigned from City employment.

Leave benefits will not accrue during periods of leave without pay under this section; nor will the City make any contributions for retirement, health, dental, or life insurance benefits. You may

contact the Finance Department and make self-pay arrangements to maintain your health insurance benefits during this period.

EMPLOYEE BENEFITS

EMPLOYEE BENEFIT PLANS

The City sponsors and/or participates in several welfare and retirement plans for the benefit of eligible employees. In general, part-time employees are eligible for limited benefits and temporary employees are only eligible to participate in voluntary programs that are completely employee-funded. Detailed information regarding these benefits is contained in summary plan descriptions, insurance policies, the City's official plan documents, and the plan documents maintained by the state of Alaska PERS system. The City has sole discretion to interpret the employee benefit plan documents, including questions of eligibility, availability or amount of benefits, terms, conditions and limitations. The official plan documents and not this Handbook or any other document or verbal representation will govern the City's determination of all questions regarding plan benefits. While it is the City's present intention to continue these benefits for the indefinite future, the City reserves the right to amend, modify, curtail, reduce or eliminate any benefit, in whole or in part at any time. No amendment or termination will take away vested benefits. However, future accruals or benefits may be reduced or eliminated. Neither the benefit programs nor their descriptions are intended to create any guarantees regarding employment or continued employment. For more information regarding benefits, please refer to HR.

GROUP HEALTH INSURANCE

The City provides full-time regular employees who are normally scheduled to work thirty (30) or more hours a week and their eligible dependents with group medical, dental and vision insurance benefits.

Eligible employees have up to 30 days from their date of hire to enroll in the City's plan. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change, otherwise, changes are limited to the open enrollment period.

Your basic coverage begins on the first of the month following 30 days of eligible employment. Keep in mind, this is not always the month after you were hired – you may have to wait an additional month, depending on the date you begin employment. It is important that you review your insurance plan document carefully, as some components have lengthier waiting periods.

At the end of each calendar year during open enrollment, (month of December,) employees may make changes to their enrolled dependents for the following calendar year.

LIFE INSURANCE

Eligible employees are enrolled in life and long-term disability insurance at the time of hire.

RETIREMENT PLAN (PERS)

The City participates in the State of Alaska's Public Employees Retirement System (PERS). All regular employees hired after June 1, 1991 are required to participate in this plan. Retirement benefits and other details regarding the retirement system may be obtained from HR or directly from the State of Alaska's Division of Retirement and Benefits.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Through the employee assistance program (EAP), the City provides confidential access to professional counseling services. The EAP, is available to you and your immediate family members, and offers problem assessment, short-term counseling and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard your privacy and rights. Contacts to and information given to the EAP counselor may be released to the City only if requested by you in writing. There is no cost for you to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will provide you with information about community and private services available. The counselor will also let you know whether any costs associated with private services may be covered by your health insurance plan. Costs that are not covered are your responsibility.

WORKERS' COMPENSATION BENEFITS

The City is covered under Alaska statutes regarding workers' compensation. The program provides financial benefits to offset the time you are unable to work and earn wages because of a workplace injury. If you sustain a work-related injury, you must immediately notify your supervisor and submit a completed Form 6100 to HR. Once filed, the City's workers compensation administrator (not the City) will coordinate your claim and any potential benefits directly with you.

457 DEFERRED COMPENSATION PLAN (VOLUNTARY)

The City offers several voluntary pretax salary reduction plans in which you may elect to participate beginning with the first payroll period after employment. These programs are completely employee-funded and each employee is able to control the investment options associated with his or her individual account.

AFLAC PRE-TAX PROGRAMS (VOLUNTARY)

All City employees (including temporary) are eligible to purchase supplemental coverage through the American Family Life Assurance Company of Columbus (Aflac). Employees that enroll during the open period may have the City deduct their payments pre-tax.

REDUCED-FEE UTILITY BENEFIT (UTILITY ACCOUNT HOLDERS)

Regular employees (full-time and part-time) shall receive water and sewer, from the City for a reduced fee subject to delivery limitations. The utility benefit is not available to employees who reside in multi-family dwellings and/or share water and/or sewer tanks.

SPECIAL SITUATIONS

EMPLOYEE TRAVEL

The City encourages employee attendance at professional conferences and training which will improve job knowledge and introduce innovative techniques to improve City operations and the delivery of services to the public.

You request approval for travel using a Travel Request Form; travel must be approved by the Department Head and City Manager. A travel advance may be authorized by the City Manager when requested in writing a minimum of two weeks prior to the travel.

Upon approval and submission of a travel claim, the City will generally pay: registration fees (to include materials and meals already incorporated into the registration fee); lodging costs (you may be required to share a room or facility); per diem meal allowance (prorated based on the time periods in travel status), transportation of the most direct and efficient means and/or mileage reimbursement at the federally-approved rate, and other incidental expenses such as business phone calls or parking. Vehicle rentals must be pre-approved by the City Manager and are not a guaranteed travel benefit.

Any additional expense resulting from an interruption of travel for your convenience (deviation of travel) shall be borne solely by you. Any additional time away from duty because of an itinerary or interruption for your convenience will be charged as PTO and must be pre-approved.

PURCHASING

No City employee may enter into a purchase agreement, make commitments to purchase, or otherwise obligate expenditure of City funds except with proper authorization and through the established procedures.

If you inappropriately commit City funds or use City funds to purchase items or services that are not approved through established procedures you will be subject to disciplinary measures and required to reimburse the City for all incurred costs through direct payment or payroll deduction.

CDL-HOLDER/TRANSIT SYSTEM DRUG AND ALCOHOL PROGRAM

Employees who serve in safety-sensitive positions must, in addition to the City's prohibition against drugs and alcohol in the workplace, comply with additional federal and state Department of Transportation laws (49 CFR Parts 40 and 382).

Employees who hold a valid Commercial Driver's License (CDL) as part of their position requirements are subject to 49 CFR Parts 40 and 382. Employees who either serve as drivers for the City of Bethel Transit System, or those employees that make repairs on any transit vehicles, are subject to 49 CFR Part 655. Both classes of safety-sensitive employees are subject to pre-employment and random drug and alcohol testing.

Committing a DOT violation will result in your immediate removal from your position until you successfully complete the DOT return-to-duty conditions. This requirement supersedes any and all negotiated employment provisions in either Title III of the Bethel Municipal Code or otherwise negotiated through a collective bargaining agreement.

EDUCATION AND TRAINING/TUITION ASSISTANCE

The City encourages you to pursue training and education related to your profession. When financially feasible, tuition assistance may be available to reimburse some costs following successful completion of seminars, training, or other formal education.

Tuition assistance must be requested in writing and can only be approved by the City Manager. Approval and payment may be subject to additional terms and conditions.

VEHICLES

The City's fleet of vehicles is intended to support City operations and the delivery of services to the public. Employees granted driving privileges must hold a valid Alaska drivers license and must adhere to established guidelines for vehicle use. If you have been given driving privileges and there is any change to your license status (expiration, revocation, other restriction), you must notify HR immediately. A failure to maintain a valid license when required for your job will result in removal from your position until your license is re-instated. A failure to notify the City of a change in your licensure status is subject to discipline.

Only the City Manager may approve the use of take-home vehicles by employees, and those employees granted that privilege must understand that it is a taxable benefit with personal insurance liability when the vehicle is used for non-City business purposes.

EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT

I have received my copy of the Employee Handbook.

The employee Handbook describes important information about the City of Bethel, and I understand that I should consult my supervisor, Department Head or Human Resources regarding any questions I have that aren't answered in the Handbook. I have entered into my employment relationship with the City voluntarily and acknowledge that there is no specified length of employment. **Either I or the City can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

This Handbook and the policies and procedures it contains supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the City. By distributing this Handbook, the City expressly revokes any and all previous policies and procedures that are inconsistent with those contained in this Handbook.

I understand that any and all policies and practices may be changed at any time by the City. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the City Manager has the ability to adopt any revisions to the policies in this Handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at the City of Bethel is employment at will, which may be terminated at the will of either the City or myself. Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document.

I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

APPENDIX A – POLICIES SPECIFICALLY SUPERSEDED

Because the provisions and requirements are incorporated directly into this document, the following listed City of Bethel policies are specifically superseded with the adoption of this Employee Handbook. The City may in the future adopt new personnel policies after the date of this Handbook, which will remain in effect in conjunction with the Handbook guidance. Should a new policy specifically conflict with the terms of this Handbook, a Handbook revision will be completed and distributed as soon as reasonably possible.

Specific program policies (IT, Travel, Purchasing) or work area specific rules (Hours of Operation, Safety Requirements) will be drafted, maintained, and distributed separately by the Department that manages the specific program or work area.

Policies superseded as of September 2015:

1. Children in the Workplace Policy
2. Drug and Alcohol Policy (not CDL or Transit program policies)
3. Equal Employment Opportunity Policy
4. Harassment in the Workplace Policy
5. ID Badge Policy
6. Sexual and Other Harassment Policy
7. Tobacco Free Workplace Environment Policy
8. Vehicle Policy (general, not related to take-home vehicle use)
9. Vehicle Safety and Accident Policy
10. Workplace Violence Policy
11. City of Bethel Personnel Rules and Regulations

Mayor's Report

City Manager's Report



MEMORANDUM

From: Ann K. Capela, City Manager

To: Mayor, Vice Mayor and Council

Cc: City Attorney, City Clerk

Date: September 15, 2015

Re: City Manager's Report

1. RFP opportunities: Wind Turbine Maintenance is going out to RFP for the *third* time. The last two companies that send in an RFP did not meet the technical and narrative aspects of the RFP. The staff is clarifying the RFP. This appears to have challenges in finding skill sets and the demand that exists in this region. Yuut is conducting classes to train interested local work force in the area of wind turbine maintenance
2. Sales Tax Collection – Since August 12, 2015 assessments were mailed, the City collected \$57,972.71 of unremitted sales tax revenue. The City's sales tax collection is entering into "demand for payment" notices to businesses that have not responded to the assessment letters.
3. Business license and tax receipting – Developing new license application.
4. Recovered Heat system infrastructure: AVEC is conducting an inventory of the recovered heat infrastructure. AVEC and its engineers were in Bethel last week and met with City staff. AVEC will be developing the inventory of AVEC owned infrastructure and work with the City of Bethel to determine the "corporate limits" of the recovered heat infrastructure. The City will be conducting its own inventory to determine what repairs or new installation may be necessary to the City owned facilities to receive the recovered heat (heat exchangers).
5. City Planner – The position has been re-advertised as an entry level Planner and the HR Manager will be reviewing the existing job descriptions. The upgrade of the existing administrative position and the lowering of the Director of Planning position to a Planner position along with having a professional planning firm will enable to City to move forward in this area by "growing our own" planning department. It is anticipated that the City could have this *triangulation* in place by the end of October 2015.
6. Vandalism – All vandalism cases are under active investigation by the BPD.
7. The RFPs for employee benefits broker services are is still being evaluated due to the complex nature of the proposals.

8. United Pools Report: Attached is the monthly report by United Pools. There have been a number of challenges in keeping the merchandise stocked up at the pool facility. However, United Pools informed the City that the merchandise was ordered in large quantities via the barge delivery, thus saving on the shipping charges.

Water use – The water use continues to rise at the pool. Attached are reports of attendance for month of July and August. Discussing the water usage with Raunicka of United Pools she could not pin point the water use increase except that there is a higher use of the facility. We will be keeping track of the data to determine if there is any correlation in the data as it has been suggested.

9. YK Pool Facility - I met with Bev Hoffman regarding the housekeeping related issues at the pool facility. United Pools representative explained that the company has had difficulties in retaining steady dependable personnel for cleaning services.
10. Bleacher seating has been ordered.
11. The "Art" – This still remains an outstanding item. The "art" funding is from the foundation and still remains to be arranged.
12. Annual Audit – The City's annual audit has been delayed but the contract has been executed from the City's side. One of the new issued in the audit to be considered will be the auditing of the YK Fitness facility. Finance Director will be consulting with the audit firm as to how the financial reporting/auditing will be reported for this facility.
13. Asset Management – Additional key challenge for the City is to develop a financial accounting compilation of the City's assets. This would be part of GASB 34 guidelines entitled as "universal reporting". These guidelines were developed for local governments to develop an inventory of infrastructure of assets. Such valuation of assets of land, facilities and equipment of assets provides for realistic picture of what infrastructure is needed but also local governments can use the value of the real assets as a leverage to borrow from the State Revolving Loan funds or issue GO bonds to repair or build new infrastructure.

YKFC
United Pools Activity Report for the Month of
August 2015

This report is submitted in conjunction with the Budget Report of the same date. Of the \$1,043,893.71 of the authorized operating budget, \$189,749.95 has been spent to date. Of the \$609,200.00 projected revenues, \$60,717.01 has been generated.

Operations:

This month was the second full month in the fiscal year. The facility started hosting the Bethel High School swimming class, in which 16 children enrolled. We are phasing out of the summer and the facility attendance trends are starting to change. See the attachment.

Maintenance:

This month we did not have any major repairs. We did have to adjust the temperature on the swimming pool. One problem that we might face is the temperature being too hot when we start lap swimming during the swimming classes/swim team.

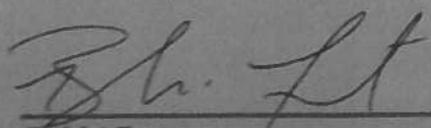
Programming:

For the month of August we continuously ran our regular scheduled classes with the addition of partnering with 4-H, after school program called Tundra Cubs. We expect 30 kids from kindergarten to 2nd grade coming in Tuesday through Friday to help with homework, engage in critical thinking and most importantly exercising. We have also added a new dance class for kids to learn the basic techniques of ballet, tap dance, tumbling and other dance arts. LKSD is now offering a swim class here at the fitness center as an elective in school. High school kids come in Tuesday through Friday to learn the fundamentals of swimming. We are also adding a self-defense class and a Judo class that is already apart of Bethels Judo Club run by Louis Russel.

Outreach:

In August, YK Fitness Center participated in the week-long event in Bethel. Partnering with YKHC's Diabetes Department, we hosted the Zombie Run that started at the fitness center and also ended at the fitness center. Over 150 people came and participated in the event. The Diabetes Department came and setup booths in our concession area to educate people about healthy eating alternatives and lifestyles. We also hosted our first pool and relay race at the fitness center. Over 50 people participated and most of the racers were kids from 9 to 14 years of age.

Certified by:


Bobbi Fortner

Controller
Title

9/10/15
Date

YKFC Revenue and Expense - Budget Report for August 2015
Operating Budget July 1, 2015 - June 30, 2016

	Estimate, 12 months												Budget	
	July	August	September	October	November	December	January	March	April	May	June	Totals	Variance	
Revenues,														
Entry Fees	\$ 336,000.00	\$ 19,834.00	\$ 13,295.13									\$ 33,129.13	\$ 302,870.87	
Facility Rental	\$ 15,000.00	\$ 582.50	\$ 352.50									\$ 935.00	\$ 14,065.00	
Program Fees	\$ 141,200.00	\$ 6,205.00	\$ 5,153.00									\$ 11,358.00	\$ 129,842.00	
Concessions Revenue	\$ 69,000.00	\$ 5,394.34	\$ 3,150.95									\$ 8,545.29	\$ 60,454.71	
Pro-shop Revenue	\$ 48,000.00	\$ 4,479.25	\$ 2,270.34									\$ 6,749.59	\$ 41,250.41	
Total Revenues (Collected by United Pools, expense offset)	\$ 609,200.00	\$ 36,495.09	\$ 24,221.92	\$ -	\$ 60,717.01	\$ 548,482.99								
Expenses														
Fixed Fee	\$ 140,200.08	\$ 11,683.34	\$ 11,683.34									\$ 23,366.68	\$ 116,833.40	
Facility & Program Director	\$ 135,000.00	\$ 7,312.50	\$ 14,625.00									\$ 21,937.50	\$ 113,062.50	
Lifeguard Labor	\$ 187,258.50	\$ 5,928.56	\$ 12,821.84									\$ 18,750.40	\$ 168,508.10	
Customer Service Representative Labor	\$ 84,481.50	\$ 5,390.59	\$ 10,265.32									\$ 15,655.91	\$ 68,825.59	
Cleaners Labor	\$ 68,440.00	\$ 1,565.74	\$ 3,439.06									\$ 5,004.80	\$ 63,435.20	
Pre-Post Cleaning of YKFC	\$ 14,053.00											\$ -	\$ 14,053.00	
Staff Meetings	\$ 2,200.00											\$ -	\$ 2,200.00	
Aquatics Programs Labor	\$ 19,250.00	\$ 462.00										\$ 462.00	\$ 18,788.00	
Fitness Programs Labor	\$ 8,250.00											\$ -	\$ 8,250.00	
Payroll Taxes	\$ 57,082.63	\$ 2,079.26	\$ 4,163.05									\$ 6,242.31	\$ 50,840.32	
Insurance - Workman's Compensation	\$ 32,000.00											\$ -	\$ 32,000.00	
Cost of Living Adjustment	\$ 36,000.00	\$ 3,000.00	\$ 3,000.00									\$ 6,000.00	\$ 30,000.00	
Benefits	\$ 7,800.00	\$ 650.00	\$ 650.00									\$ 1,300.00	\$ 6,500.00	
Bank Fees	\$ 13,000.00	\$ 915.21	\$ 758.57									\$ 1,673.78	\$ 11,326.22	
Advertising/Marketing Exp	\$ 10,000.00	\$ 728.24	\$ 2,186.27									\$ 2,914.51	\$ 7,085.49	
Sub-Contractor Cost, Maint	\$ 35,790.00		\$ 6,905.10									\$ 6,905.10	\$ 28,884.90	
Building Maintenance												\$ -	\$ 3,300.00	
Contingency Reserve	\$ 3,300.00											\$ -	\$ 3,300.00	
Exercise Preventive												\$ -	\$ 5,600.00	
Equipment Maintenance	\$ 5,600.00											\$ -	\$ 5,600.00	
Pool/Building Supplies Cost	\$ 5,000.00	\$ 4,308.25	\$ 267.83									\$ 4,576.08	\$ 423.92	
Chemical Supplies Cost	\$ 26,500.00	\$ 15,435.65	\$ 4,921.31									\$ 20,356.96	\$ 6,143.04	
Paper and Cleaning Products	\$ 22,000.00	\$ 13,272.45	\$ 47.58									\$ 13,320.03	\$ 8,679.97	
Point of Sale Use Fee	\$ 5,780.00	\$ 388.40	\$ 349.45									\$ 737.85	\$ 5,042.15	
Office Supplies Expense	\$ 9,000.00	\$ 806.04										\$ 806.04	\$ 8,193.96	
Postage Expense	\$ 1,000.00											\$ -	\$ 1,000.00	
Unforeseen Expense	\$ 1,500.00											\$ -	\$ 1,500.00	
Fitness Items	\$ 1,500.00											\$ -	\$ 1,500.00	
Aquatics Program Items	\$ 2,500.00	\$ 595.00	\$ 3,040.25									\$ 3,635.25	\$ (1,135.25)	
Concession Items	\$ 42,000.00	\$ 3,107.80	\$ 2,921.64									\$ 6,029.44	\$ 35,970.56	

Pro-shop Items	\$ 32,000.00	\$ 17,575.76	\$ 374.50																\$ 17,950.26	\$ 14,049.74
Auto Fuel Expense	\$ 3,000.00	\$ 472.61	\$ 339.18																\$ 811.79	\$ 2,188.21
Auto Maintenance Expense	\$ 1,000.00																		\$ -	\$ 1,000.00
Auto Insurance Expense	\$ 2,500.00																		\$ -	\$ 2,500.00
Insurance Fidelity																			\$ -	\$ 7,000.00
Bond/Umbrella Policy	\$ 7,000.00																		\$ -	\$ 7,000.00
Cable TV	\$ 1,908.00	\$ 143.88	\$ 143.88																\$ 287.76	\$ 1,620.24
Shipping	\$ 20,000.00	\$ 1,228.12	\$ 9,797.38																\$ 11,025.50	\$ 8,974.50
Holding Money	\$ 50,000.00	\$ 50,000.00																	\$ 50,000.00	\$ -
Total Expenses, Operating Budget	\$ 1,043,893.71	\$ 96,587.40	\$ 93,162.55	\$ -	\$ 189,749.95	\$ 854,143.76														

date printed 9/10/15

	1 Aug	2 Aug	3 Aug	4 Aug	5 Aug	6 Aug	7 Aug	8 Aug	9 Aug	11 Aug	12 Aug	13 Aug	14 Aug	15 Aug	16 Aug	18 Aug	19 Aug	20 Aug	21 Aug	22 Aug	23 Aug	25 Aug	26 Aug	27 Aug	28 Aug	29 Aug	30 Aug	31 Aug		
Pool 6am																														
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4224.02 CITY OF BETHEL AQUATIC CENTER P.O. BOX 1388
 267 AKTACHAK METERED BETHEL AK 99559
 Disconnected services 907-543-0390

Account balance: 2,743.48
 Balance due: 09/25/2015 2,743.48
 Last payment: 08/08/2015 3,561.20-

Meter ID	Service
C5023320	Water - Metered

Meter: C5023320

Status: Active
 Route-Sequence: 0-0
 Multiplier: 1.0000
 Sequence number: 1
 Size: 3/4

Meter ID	Action Code	Period Date	Read Date	Multiplier	Reading	Reading Usage	Information Code
C5023320	New Connect	11/30/2014	11/01/2014	1.0000	498000	0	
C5023320	Period Meter Reading	11/30/2014	12/03/2014	1.0000	543000	45000	
C5023320	Period Meter Reading	12/31/2014	12/30/2014	1.0000	651000	108000	
C5023320	Period Meter Reading	01/31/2015	01/29/2015	1.0000	754000	103000	
C5023320	Period Meter Reading	02/28/2015	02/27/2015	1.0000	800000	46000	
C5023320	Period Meter Reading	03/31/2015	03/31/2015	1.0000	891000	91000	
C5023320	Period Meter Reading	04/30/2015	04/28/2015	1.0000	1188000	297000	
C5023320	Period Meter Reading	05/31/2015	05/29/2015	1.0000	1248000	60000	
C5023320	Period Meter Reading	06/30/2015	06/30/2015	1.0000	1314000	66000	
C5023320	Period Meter Reading	07/31/2015	07/29/2015	1.0000	1373000	59000	
C5023320	Period Meter Reading	08/31/2015	08/27/2015	1.0000	1418000	45000	

City Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

September 24, Chamber of Commerce Candidate Forum
September 29, 2015 KYUK Candidate Forum
October 13, Regular City Council Meeting

City of Bethel Regular Election, October 6, 2015

September 21, 2015 Absentee in Person and By Mail ballots become available.
October 6, 2015 Regular Election

Sent Alaska Public Offices Commission the statements received from the Council Candidates.

Memory Cards and ballots sent for programming and printing.

Ballot translations sent to ONC and Election Translation Coordinator for review.

Contacted Election Officials confirming availability for October Election.

Election Day forms and transport bag preparation.

Election Advertisements provided to KYUK to be broadcast in English and Yupik.

Document Retention

The City Clerk's Office continues to work on the Cemetery module, inputting all of the burial permits and reservations into the City's Electronic Records Management/Accounting System.

When time will allow, the office is researching properties owned by the City and trying to establish a comprehensive list of property transactions.

Executive Session

CITY OF BETHEL
CITY ATTORNEY ANNUAL EVALUATION SEPTEMBER 22, 2015

City Attorney: Patty Burley

<i>Rating:</i> 5 = Excellent; 1 = Needs improvement

<i>Interaction with City Council</i>	5	4	3	2	1
Keeps Council informed on legal issues concerning the City					
Provides professional advice in a clear, concise manner to Council on items requiring Council action					
Provides sufficient information to enable Council to make well-informed decisions					
Successfully translates Council directives into ordinances, policies or actions					
Provides unbiased, objective advice to Council					
Provides timely, accurate advice to Council					
Successfully negotiates and drafts contracts that meet the City's needs					
Attendance at City Council Meetings					
Availability for committee and commission meetings					
Provides Grammatically correct and internally consistent language in Ordinances					
Comments:					

CITY OF BETHEL
CITY ATTORNEY ANNUAL EVALUATION SEPTEMBER 22, 2015

<i>Interaction with City Staff</i>	5	4	3	2	1
Provides professional advice in a clear, concise manner on items that are otherwise confusing to City staff					
Provides sufficient information to enable staff to act accordingly and communicate with their customers (public)					
Responds to staff questions in a timely, accurate fashion					
Provides unbiased, objective advice					
Provides concise, relative legal advice to staff allowing the staff to make confident work decisions and policies					
Comments:					

<i>Legal skills</i>	5	4	3	2	1
Knowledge of State and Federal law					
Knowledge of City law					
Ability to interpret and relate legal concepts					
Ability to research the law and clearly present research					
Comments:					

CITY OF BETHEL
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<i>Litigation and Prosecutorial skills</i>	5	4	3	2	1
Provides sound legal representation for the City					
Exercises prosecutorial and defense functions justly and effectively					
Willingness to exercise prosecutorial and defense functions to meet needs of the City					
Comments:					

<i>Ethics and Communication</i>	5	4	3	2	1
Defends principle and conviction in the face of partisan influence and pressure					
Maintains high standards of ethics, honesty and integrity in all matters					
Effectively communicates with staff, Council and the public					
Writes clearly and concisely					
Expresses ideas and opinions in a forthright, logical manner					
Remains poised and calm in difficult situations					
Represents the City to the public in a positive light					
Comments:					

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Total Score:	Excellent: 145	
	Very Good: 116	
	Good: 87	
	Satisfactory: 58	
	Needs Improvement: 29	

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Reviewer's Comments/recommendations:

City Attorney Comments:

Reviewer's Signature

Date

City Attorney's Signature

Date

Additional Information
