



City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

Regular City Council Meeting

Tuesday, May 12, 2015

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
May, 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) **P3** *4-28-2015 Regular Meeting Minutes
- VII. REPORTS OF STANDING COMMITTEE**
 - a) Public Safety and Transportation Commission
 - b) Port Commission
 - c) Planning Commission
 - d) Parks and Recreation Committee
 - e) Finance Committee
 - f) Public Works Committee
 - g) Energy Committee
 - h) Non Standing Committee Reports
- VIII. SPECIAL ORDER OF BUSINESS**
 - a) USA Pool Update On The YK Regional Aquatic Training And Health Center (Mayor Robb)
- IX. UNFINISHED BUSINESS**
 - a) **P27** Public Hearing Of Ordinance 15-10: Establishing Chapter 16.10 Of The Bethel Municipal Code, Tall Towers (Vice-Mayor Albertson)
 - b) **P59** Public Hearing Of Ordinance 15-11: Approving The Disposal Of Warehouse Building City Property In Accordance With 4.08.030, Disposal Of Property (Acting City Manager Peter Williams)
 - c) **P73** Public Hearing Of Ordinance 15-12: Amending The City Of Bethel Terminal Tariff #004, Naming Rates, Rules And Regulations For Terminal Services At The Port Of Bethel, Alaska (Acting City Manager Peter Williams)
- X. NEW BUSINESS**
 - a) **P77** AM 15-16: Community Action Against Heroin And Other Illicit Drugs (Council Member Maczynski)
 - b) **P79** AM 15-17: Direct The City Manager To Enter Into A Marine Transportation Contract With Alaska Marine Services (City Manager Capela)
- XI. MAYOR'S REPORT**
- XII. MANAGER'S REPORT**
- XIII. CLERK'S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**

Agenda posted on May 6, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.
Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing May 26, 2015**)



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

xv. EXECUTIVE SESSION

- a) Executive Session To Discuss The Annual Evaluation Of The City Manager 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 (City Manager Capela)

xvi. ADJOURNMENT

Agenda posted on May 6, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.
Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing May 26, 2015**)

Approval of the Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on April 28, 2015 at 6:30pm, in the council chambers, Bethel, Alaska.

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

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 Mark Springer
<input checked="" type="checkbox"/> Council Member Chuck Herman	<input checked="" type="checkbox"/> Council Member Heather Pike
<input checked="" type="checkbox"/> Council Member Byron Maczynski	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> Acting City Manager Pete Williams	<input checked="" type="checkbox"/> Assistant To City Clerk Adriane Welch

Members Absent:
All present.

IV. PEOPLE TO BE HEARD

Raymond Watson - Spoke in support of protesting of AC Store and Bethel Spirits liquor licenses issuance.

Buck Bukowski - Spoke in support of the Heroin proclamation. Spoke of death threat to Council Member Maczynski. Provided statistics from the 2014 Alaska State Troopers Drug Report.

Raymond Pete - Spoke in support of protesting of AC Store and Bethel Spirits liquor licenses issuance. Also, spoke in support of City boundaries suggested safety boating patrol all year round with a 5 mile radius.

Lorin Bradbury - Spoke in support of protesting of AC Store and Bethel Spirits liquor licenses issuance.

Mike Martz - General Manager of KYUK. Spoke in support/opposition of Tall Towers Ordinance, claimed KYUK is grandfathered in. Stated KYUK is not now or anytime in the future planning to make modifications to any of towers. KYUK owns two towers, one tower is located out of town by the airport and the other tower is the TV tower near KYUK building.

Ana Hoffman - Spoke in opposition of Resolution 15-08. Stated BYF does not fit into BMC code due to the fact it is a detention center for youth by court order. Stated the main parking lot of BNC building near Bethel Youth Facility is measured from the public entrance to nearest stop sign is 102 feet. Claimed the measurement was not done accurately. Stated the measurement should be from the sidewalk of school grounds/church to the public entrance of the BNC building which is 446 feet from parking lot to the Bethel Youth Facility.

Rene Crow – Spoke in support of alcohol issuance.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by: Fansler

Seconded by: Springer

Action: Motion carries by a vote of 7-0

In favor: Fansler Herman Springer Robb Maczynski Pike Albertson

Opposed: -0

Main Motion: Remove Resolutions 15-08 & 15-09 from Consent Agenda.

Moved by: Fansler

Main Motion: Remove Introduction of Ordinance 15-12 from Consent Agenda.

Moved by: Fansler

Remove Introduction of Ordinance 15-11 from the Consent Agenda.

Main Motion:

Moved by: Robb

VI. APPROVAL OF THE MEETING MINUTES

Item A – Regular City Council Meeting April 14, 2015.

Passed on the consent agenda.

VII. REPORTS ON STANDING COMMITTEES

Public Safety and Transportation Commission – *Council Representative, Chuck Herman* –
No meeting, nothing to report.

Port Commission – *Port Director, Pete Williams* –
Meeting last Monday, discussed the budget. Hopefully new Port office soon.

Planning Commission – *Council Representative, Heather Pike* –
Had a meeting on 4/9 at 6:30 for the Clerk to present annual commission training.
Next meeting on 5/14, still looking for extra members, no need for experience.
Contact the City Clerk to join, just one meeting a month.

Parks and Recreation Committee – *Council Representative, Richard Robb* –
Next meeting next Monday, 5/4 at 6 pm. Previous meeting minutes were already reported. Believes every committee need members.

Finance Committee – *Council Representative, Leif Albertson* –
One position still open. Had a meeting last night, discussed sales tax. Waiting to hear from the Finance Director to see how audits will be chosen at next meeting.

Public Works Committee – *Council Representative, Byron Maczynski* –
Unable to attend the meeting. Next meeting will be next week on 5/6.

Energy Committee – *Council Representative, Zach Fansler* –
Next meeting on 5/11, will have a presentation from AVEC. If you would like to join the committee, or would like to site in come on down.

Non-Standing Committee – *Council Representative, Mark Springer* –
Nothing to report.

VIII. SPECIAL ORDER OF BUSINESS

Item A – Proclamation Sexual Assault Awareness Month For April

Item B – Proclamation Heroin Awareness Week April 27 Through May 2, 2015

IX. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 15-06: Providing For The Submission To The Qualified Voters Advisory.

Mayor Robb opened the Public Hearing.

No one present to be heard.

Mayor Robb closed the Public Hearing.

Main Motion: Adopt Ordinance 15-06.

Moved by: Maczynski
Seconded by: Fansler
Action: Motion carries by a vote of 7-0
In favor: Fansler Herman Springer Robb Maczynski Pike Albertson
Opposed: -0

Primary Amendment: Amend to strike "Special City Election on July 28, 2015", and insert "Regular Election to October 6, 2015."

Moved by: Herman
Seconded by: Springer
Action: Motion carries by a vote of 4-3
In favor: Fansler Herman Springer Albertson
Opposed: Robb Maczynski Pike

Secondary Amendment: Strike "support" and insert "protest" in the five advisory questions.

Moved by: Springer
Seconded by: Pike
Action: Motion does not carry by a vote of 1-6
In favor: Springer
Opposed: Fansler Herman Robb Maczynski Pike Albertson

Item B - Public Hearing Of Ordinance 15-07: Acquisition Of Laundromat Building And Property.

Mayor Robb opened the Public Hearing.

No one present to be heard.

Mayor Robb closed the Public Hearing.

Main Motion: Adopt Ordinance 15-07.

Moved by: Springer
Seconded by: Maczynski
Action: Motion carries by a vote of 7-0
In favor: Fansler Herman Springer Robb Maczynski Pike Albertson
Opposed: -0

Item C - Public Hearing Of Ordinance 15-08: Ballot Proposition Establishing A 12% Tax On Alcohol Sales In Bethel.

Mayor Robb opened the Public Hearing.

No one present to be heard.

Mayor Robb closed the Public Hearing.

Main Motion: Adopt Ordinance 15-08.

Moved by: Fansler
Seconded by: Maczynski
Action: Motion carries by a vote of 6-1
In favor: Fansler Herman Springer Robb Maczynski Albertson
Opposed: Pike

Primary Amendment: Amend to strike "Special" and "July 28" and insert "Regular October 6."

Moved by: Fansler
Seconded by: Springer
Action: Motion carries by a vote of 6-1
In favor: Fansler Herman Springer Maczynski Pike Albertson
Opposed: Robb

Secondary Amendment: Amend Effective Date strike "December" and insert "January 1, 2016."

Moved by: Fansler
Seconded by: Springer
Action: Motion carries by a vote of 7-0
In favor: Fansler Herman Springer Robb Maczynski Pike Albertson
Opposed: -0

Item D – Public Hearing Of Ordinance 15-09: Disposition Of City Property Through Request For Proposal – Old Laundromat Building.

Mayor Robb opened the Public Hearing.

No one present to be heard.

Mayor Robb closed the Public Hearing.

Main Motion: Adopt Ordinance 15-09.

Moved by:	Fansler
Seconded by:	Herman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Albertson
Opposed:	-0

Item E – Public Hearing Of Ordinance 15-10: Establishing Chapter 16.10 Of The Bethel Municipal Code, Tall Towers.

Mayor Robb opened the Public Hearing.

A representative from GCI spoke in favor of ordinance.

Mayor Robb closed the Public Hearing.

Main Motion: Adopt Ordinance 15-10.

Moved by:	Albertson
Seconded by:	Herman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Albertson
Opposed:	-0

Subsidiary

Motion: To postpone until next regular meeting.

Moved by:	Fansler
Seconded by:	Pike
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Albertson
Opposed:	-0

Mayor request a 10 minute recess at 8:11 pm. Back on record at 8:21 pm.

X. NEW BUSINESS

Item A – Introduction Of Ordinance 15-11: Approving The Disposal Of Warehouse Building City Property In Accordance With 4.08.030, Disposal Of Property.

Main Motion: Introduce Ordinance 15-11.

Moved by: Springer
Seconded by: Pike
Action: Motion carries by a vote of 7-0
In favor: Fansler Herman Springer Robb Maczynski Pike Albertson
Opposed: -0

Mayor Robb declared conflict of interest. Council Member Pike declared conflict of interest. Council determined there were no conflicts by the two.

Secondary Motion: Suspend rules to have speaker Brian Lefferts, Director of Environmental Health & Engineering, YKHC.

Moved by: Springer
Seconded by: Pike
Action: Motion carries by a vote of 7-0
In favor: Fansler Herman Springer Robb Maczynski Pike Albertson
Opposed: -0

Item B – Introduction Of Ordinance 15-12: Amending The City Of Bethel Terminal Tariff #004, Naming Rates, Rules And Regulations For Terminal Services At The Port Of Bethel, Alaska.

Main Motion: Introduce Ordinance 15-12.

Moved by: Springer
Seconded by: Pike
Action: Motion carries by a vote of 7-0
In favor: Fansler Herman Springer Robb Maczynski Pike Albertson
Opposed: -0

Item C - Resolution 15-08: Protesting The Issuance Of A Package Store License To Bethel Spirits, LLC – License # 5384, Located At 905 Chief Eddie Hoffman Highway, Suite B, Bethel, Alaska.

Main Motion: Approve Resolution 15-08.

Moved by: Albertson
Seconded by: Herman
Action: Motion carries by a vote of 4-3
In favor: Fansler Herman Springer Albertson
Opposed: Robb Maczynski Pike

Primary Amendment:

To add, "Whereas, the City protests stands based on the opposition of the people of Bethel, regardless of the presence or lack thereof of Bethel Municipal Code or State Statutes violations."

Moved by: Herman
Seconded by: Springer
Action: Motion carries by a vote of 4-3
In favor: Fansler Herman Springer Albertson
Opposed: Robb Maczynski Pike

Primary Amendment:

To strike the 5th Whereas statement: "Whereas, the main parking lot entrance of the proposed package store is 102 feet from the State's Juvenile Justice Facility;"

Moved by: Pike
Seconded by: Maczynski
Action: Motion carries by a vote of 4-3
In favor: Springer Robb Maczynski Pike
Opposed: Herman Fansler Albertson

Subsidiary Motion:

Suspend rules to hear from Ana Hoffman, BNC.

Moved by: Pike
Seconded by: Maczynski
Action: Motion carries by a vote of 5-2
In favor: Fansler Robb Maczynski Pike Albertson
Opposed: Herman Springer

Item D – Resolution 15-09: Protesting The Issuance Of A State Of Alaska Alcoholic Package Store License For Alaska Commercial Company AC Value Center; 514 Ridgcrest Street; Owned By North West Company International Inc.; License ID # 5388.

Main Motion: Adopt Resolution 15-09.

Moved by:	Herman
Seconded by:	Albertson
Action:	Motion carries by a vote of 6-1
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Pike
Opposed:	<input checked="" type="checkbox"/> Robb

Primary Amendment: Insert "Whereas, the City protests stands on the opposition of the people of Bethel, regardless of the presence or lack thereof of Bethel Municipal Code or State Statute Violations."

Moved by:	Herman
Seconded by:	Albertson
Action:	Motion carries by a vote of 6-1
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski
Opposed:	<input checked="" type="checkbox"/> Pike

Primary Amendment: To insert to 5th Whereas, "directly across to the Pentecostal Church"

Moved by:	Springer
Seconded by:	Pike
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Albertson
Opposed:	-0

Item E – Resolution 15-10: Affirming Eligibility For Power Cost Equalization "Community Facility" Status For Its Yukon-Kuskokwim Regional Aquatic Health And Safety Center
Passed on Consent Agenda.

Item F – Administrative Leave Request For City Attorney, May 6 Through May 8, 2015
Passed on Consent Agenda.

Item G – Personal Leave Request For City Attorney, May 31 Through June 12, 2015
Passed on Consent Agenda.

Item H – Personal Leave Request For City Attorney, June 24 Through July 8, 2015
Passed on Consent Agenda.

XI. MAYOR'S REPORT
XII. MANAGER'S REPORT
XIII. CLERK'S REPORT
XIV. COUNCIL MEMBER COMMENTS

Council Member Zach Fansler –

Very happy with Council Member Maczynski standing up to the threat. There is a tip line to call, heroin is an ever growing issue in our community. On a happier note, spring is here. Please stay off the river, do not want any tragedies. Looking forward to Clean-Up Green-Up, don't need a special time of year, we can do that all year.

Council Member Chuck Herman –

Bethel is the host of the Special Olympics this Saturday; get in contact with the people at the high school if you want to be a part of that.

Council Member Mark Springer –

Conquered with Council Member Albertson's comment on community input on the liquor licenses. A lot of us have heard from people on both sides of the issue. We all have different opinions. A more striking issue, a death threat to one council member is directed to all council members. The language contained in the threatening letter is unbelievable. The reason why people don't do anything about bootleggers is because they are intimidated by them. Considered introducing an ordinance to prevent Police from the use of stingrays. The FBI has the police departments sign disclosure agreements for cell phone wire taps called stingrays, therefore states, his position has changed.

Mayor Richard Robb –

Found it personally appalling to threaten a council member. A week and a half ago, our ROTC team went to Hawaii and won a few metals. Spring is here and my one son is going out and hunting.

Council Member Byron Maczynski –

Was requested to read the threatening note, just to bring it out as public as possible. Unable to provide letter, stated didn't remember what the letter stated exactly, but read something to the lines of:

"You better get off the heroin issue, before you end up killing yourself. If you go to the police, we will know about it. Ha ha ha. The next time I see you walking out of your shop you won't make it back inside."

Don't think they had the intent of the response, it brought us more together. Hopefully, we can move forward from here. There will be more discussion on this at the next meeting and more to be heard.

Council Member Heather Pike –

Spring is starting, planting seeds. Need help planting flowers, picking up trash. For any heroin dealer, you are the minority. Would remember that when threaten someone on council.

Vice-Mayor Albertson –

Tough issues surrounding alcohol tonight. Extend respect to council members, thank you for all of that. Pinky's Park has money set aside for maintaining. This year may have money for grass this year, doesn't cost a lot of money to maintain. Lastly, recent events we call the BPD has been doing a good job in responding and helping everyone. Need to shine a light on that. Express appreciation on that.

XV. EXECUTIVE SESSION

Item A - Alaska Statutes 44.62.310 (C) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity. Omni Enterprises, Financial Delinquencies And Current Litigation.

Item B - Alaska Statutes 44.62.310 (C) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity. Bethel Packing And Delivery, Overdue Tax Delinquency.

Item C - Alaska Statutes 44.62.310 (C) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity. Collective Bargaining Agreement.

Move into Executive Session to discuss Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity. Omni Enterprises, Financial Delinquencies And Current Litigation.

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. Bethel Packing And Delivery, Overdue Tax Delinquency.

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. Collective Bargaining Agreement.

Those participating in the Executive Session will be the Council Members, City Attorney Burley, City Manager Capela, Acting City Manager Williams and City Clerk Strickler.

Main Motion:

Moved by:	Springer
Seconded by:	Pike
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Albertson
Opposed:	-0

XVI. ADJOURNMENT

Main Motion: Adjourn

Moved by: Springer

Seconded by: Maczynski

Action: Motion carries by a vote of 7-0

In favor: Fansler Herman Springer Robb Maczynski Pike Albertson

Opposed: -0

Council adjourned at 11:15 p.m.

Richard Robb, Mayor

ATTEST:

Adriane Welch, Assistant City Clerk

Reports of Standing Committees



City of Bethel

Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

Committee/Commission: FINANCE	Chairman: CAROL ANN WILLARD
Date Submitted: 4-27-15	Council Rep: LEIF ALBERTSON
Issue: THERE USE TO BE A POSITION THAT WAS RESPONSIBLE FOR FOLLOWING UP ON THE COLLECTION OF SALES TAX PAYMENTS.	
Recommendation: RECOMMEND THAT THE CITY REINSTATE AN EMPLOYEE WITH THE RESPONSIBILITY SOLELY OF AUDITING, ENFORCEMENT, AND COLLECTION OF SALES TAX.	

Other:

Received by: Janie Beckler
Date: 5-5-2015



City of Bethel Police Dept.

PO Box 809
Bethel, AK 99559
Office | 543-3781 Fax | 543-5086

PUBLIC NOTICE
REGULAR MEETING OF THE
PUBLIC SAFETY & TRANSPORTATION COMMISSION
Tuesday, May 5, 2015 -7:00 p.m.
300 STATE HIGHWAY – CITY COUNCIL CHAMBERS
AGENDA

Members

Joan Dewey
Chair

Alisha Welch
Vice Chair

Chuck Herman
Council Representative

Naim Shabani

Ex-Officio Members

Andre Achee
Chief of Police

William Howell III
Fire Chief

Christina Him
Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF
April 7th, 2015
- VI. SPECIAL ITEM OF BUSINESS
A. Change scheduled date and time of PSTC Meetings
- VII. CHIEFS' COMMENTS
Fire Chief
Police Chief
- VIII. TRANSPORTATION INSPECTOR'S REPORT
- IX. COUNCIL REPRESENTATIVE'S COMMENTS
- X. UNFINISHED BUSINESS
A. Drug Screening Policy for Chauffeurs
B. Taxi Permit number and Vehicle numbers
C. Revocation of Vehicle Permit (BMC 5.20.110)
- XI. NEW BUSINESS
- XII. COMMISSION MEMBER'S COMMENTS
- XIII. ADJOURNMENT

Christina Him, *Recorder*

POSTED on April 29, 2015.
POST OFFICE, AC QUICKSTOP, CORINA'S CASE LOT, CITY HALL, & POLICE
DEPT.

Next Public Safety and Transportation Commission Meeting will be June 2, 2015.

"Deep Sea Port and Transportation Center of the Kuskokwim"

Introduced by: Public Safety and
Transportation Commission
Date: May 5, 2015
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #5.20.110-

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING SECTION 5.20.110 GENERAL PROVISIONS (Penalties)

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.

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

Introduced by: Public Safety and
Transportation Commission
Date: May 5, 2015
Public Hearing:
Action:
Vote:

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 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.

Introduced by: Public Safety and
Transportation Commission
Date: May 5, 2015
Public Hearing:
Action:
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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.

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. [Ord. 03-10 § 4; Ord. 01-02 § 3.]

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

Introduced by: Public Safety and
Transportation Commission
Date: May 5, 2015
Public Hearing:
Action:
Vote:

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

Richard Robb , Mayor

ATTEST:

Lori Strickler, City Clerk

DRAFT

Unfinished Business

Introduced by: Vice Mayor Albertson
Date: April 14, 2015
Public Hearing: April 28, 2015
Public Hearing: May 12, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-10

AN ORDINANCE BY THE BETHEL CITY COUNCIL ESTABLISHING CHAPTER 16.10 TALL TOWERS

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. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

SECTION 3. Establishing BMC Chapter 16.10 Tall Towers Chapter 16.10 is added to the Bethel Municipal Code as follows:

An Ordinance Amending Chapter 16, Land Use Code to Add for the Regulation of Tall Structures

16.10.010	Purpose
16.10.020	Definitions
16.10.030	Application
16.10.040	Exemptions
16.10.050	Location Preferences
16.10.060	Collocation
16.10.070	Permit Required
16.10.080	Types of Permits
16.10.090	Pre-Application Requirements
16.10.100	Permit Application Process
16.10.110	General Standards and Design Requirements
16.10.120	Additional Standards for Wind Energy Conversion Systems
16.10.130	General Application Submittal Requirements
16.10.140	Planning Director's Review
16.10.150	Planning Commission Review
16.10.160	Extent and Parameters of Special Use Permits
16.10.170	Interference with Public Safety Equipment
16.10.180	Transfers and Assignments
16.10.190	Network Improvement Permit

Introduced by: Vice Mayor Albertson
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- 16.10.200 Reconstruction and Replacement
- 16.10.210 Non-Use and Abandonment
- 16.10.220 Removal of Facilities
- 16.10.230 Transfer of a Conditional Use Permit
- 16.10.240 Tall Structures in Existence or Under Construction on the Date of Adoption of this Chapter
- 16.10.250 Conflict with Other Ordinances
- 16.10.260 Violations, Enforcement and Penalties
- 16.10.270 Appeals – In General
- 16.10.280 Appeals to the Planning Director
- 16.10.290 Appeals to the Planning Commission
- 16.10.300 Appeals to the City Manager
- 16.10.310 Appeals to Hearing Officer(s)
- 16.10.320 Determination After Hearing

Chapter 16

Section 16.10 Tall Structures

16.10.010 Purpose

It is the purpose of this chapter to establish reasonable regulations for the placement, construction and modification of Tall Structures, including wireless communication facilities (WCF) consistent with the Telecommunications Act of 1996 and applicable law and to:

- A. Promote the health, safety, and general welfare of the public and the City;
- B. Provide for adequate fall-zones to protect from falling ice and debris, and potential tower failure;
- C. Enable the orderly build-out of wireless communication infrastructure, wind energy conservation systems (WECS) and other Tall Structures;
- D. Encourage potential applicants for new Tall Structures to involve citizens early in the process so concerns can be mitigated prior to application for permits;
- E. Minimize the overall impacts of Tall Structures by establishing standards for siting, design and screening and by requiring consistency;
- F. Encourage the collocation of antennas on existing structures thereby minimizing new visual impacts and reducing the need for new Tall Structures;
- G. Encourage the placement of Tall Structures in a manner that minimizes the negative effects on the visual and scenic resources of all surrounding properties;
- H. Accommodate the growing need and demand for wireless communications services; and
- I. Promote alternative, affordable energy sources in the City.

16.10.020 Definitions

1. "Adverse Impact" means a condition that creates, imposes, aggravates, or leads to inadequate, impractical, unsafe, or unhealthy conditions on a site proposed for development or on other properties and facilities.

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2. "Ancillary Structure" means any form of development associated with a telecommunication facility or Tall Structure, including but not limited to: foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports; however, specifically excluding equipment cabinets.
3. "Antenna" means communications equipment that transmits and receives electromagnetic radio signals used in the provision of all types of wireless communications services or any apparatus designed for the transmitting or receiving of electromagnetic waves. Types of antenna include, but are not limited to, omnidirectional antennas, directional antennas, multi or single bay, yagi, or parabolic antennas.
4. "Antenna Array" means a single or group of antennas or antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the purpose of transmitting or receiving electromagnetic waves.
5. "Appurtenant or Associated Facilities" means an accessory facility or structure serving or being used in conjunction with a Tall Structure and located on the same property or lot as the Tall Structure including, but not limited to, utility or transmission equipment storage shelters or cabinets.
6. "Breakpoint Technology" means the engineering design of a monopole wherein a specified point on the monopole is designed to be at least five percent more susceptible to failure than any other point along the monopole so that in the event of structural failure, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.
7. "Broadcast Facilities" means a tower, antennas, or antenna arrays for FM/TV/HDTV broadcasting transmission facilities, and tower(s) utilized as antennas for an AM broadcast station that are licensed by the Federal Communications Commission.
8. "Collocation" means the installation or placement of antenna or associated equipment for more than one provider on a single structure.
9. "Commercial" means having profit as a chief aim.
10. "Commercially Impracticable" means the inability to perform an act on terms that are reasonable in commerce. The inability to achieve a satisfactory financial return on investment or profit, standing alone, shall not be considered "commercial impracticability" and shall not render an act or the terms of an agreement commercially impracticable.
11. "Conditional Use" means a use of a structure or land, which may be allowed by the planning commission after a public hearing and review and subject to certain prescribed or imposed conditions.
12. "Conditional Use Permit (CUP)" means a written document which may specify controls, restrictions and safeguards on the conditional permitted activity to ensure compatibility with permitted uses.
13. "EIA/TIA 222" means the most current structural standards for steel antenna towers and antenna support structures published by the Telecommunication Industry Association and accredited by the American National Standards Institute.

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14. "Equipment Cabinet or Shelter" means a small structure shelter, cabinet or vaults used to house and protect the electronic equipment necessary for processing wireless communication signals or other Tall Structure signals. Associated equipment may include air conditioning and emergency generators.
15. "Equipment Compound" means the area occupied by a tower including areas inside or under the following: an antenna-support structure's framework, equipment cabinets, ancillary structures such as equipment necessary to operate the antenna on the tower including: cabinets, shelters, pedestals, and other similar structures, and access ways.
16. "FAA" means the Federal Aviation Administration or its duly designated and authorized successor agency.
17. "Fall Radius" means the circular area measured from the base of the tower outward in a circular pattern (radius) for a distance of 100 percent of the proposed or existing tower's height including appurtenances.
18. "FCC" means the Federal Communications Administration or its duly designated and authorized successor agency.
19. "Feasible" means consistent with sound engineering practice and not causing environmental, social, or economic costs that outweigh the public benefit to be derived from compliance with the standard which is modified by the term "feasible and prudent."
20. "Feed Lines" means cables used as the interconnecting media between the transmission/receiving base station and the antenna.
21. "Fence" means a fence other than one made of chain link, chicken wire, or similar materials.
22. "Flush-Mounted" means any antenna or antenna array attached directly to the face of the support structure or building in a manner that permits mechanical beam tilting if necessary but such that no portion of the antenna extends above the height of the support structure or building.
23. "Geographic Search Area" means an area designated by a wireless provider or operator for a new base station or WCF, produced in accordance with generally accepted principles of wireless engineering.
24. "Guy Wire" means any wire or cable that provides structural support between a tower and the ground.
25. "Height (tall structure)" means the vertical distance measured from finished grade to the highest point of the tall structure, not including appurtenances or equipment affixed thereto.
26. "Landscape" means:
 - a) An expanse of natural scenery;
 - b) To add lawns, trees, plants, and other natural and decorative features to land.
27. "Monopole" means a style of freestanding WCF consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of WCF is designed to support itself without the use of guy wires or other

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stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof.

28. "Non-Concealed" means a Tall Structure that has not been treated, camouflaged, or disguised to blend with its surroundings and is readily identifiable.
29. "Propagation Study" means a computer generated study estimating the signal emanating, and prediction of coverage, from antennas or repeaters sited on a specific tower or structure.
30. "Radio Frequency Emissions" means any electro-magnetic radiation or other communication signal emitted from an antenna that is regulated by the FCC.
31. "Screening" means a method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms or densely planted vegetation.
32. "Setback" means the required distance between the tall structure and the property line or right-of-way line to allow for a fall radius.
33. "Structure" means anything which is constructed or erected and located on or under the ground, or attached to something fixed to the ground, including the following:
 - a) A building, regardless of size, purpose, or permanence;
 - b) A tower, sign, antenna, pole or similar structure;
 - c) A basement, foundation, or mobile home pad;
 - d) A fence;
 - e) A sign;
 - f) A street, road, sidewalk, driveway, parking area, or storage area.
34. "Tall Structure or Tall Tower" means a structure that is over one hundred (100') feet above grade. The term includes, but is not limited to, tethered balloons, flag poles, sculptures, buildings, water tanks, derricks, cranes, signs, chimneys, area illumination poles, towers, broadcast facilities, and supports for communication.
35. "Telecommunication" means the technology which enables information to be exchanged through the transmission of voice, video, or data signals by means of electrical or electromagnetic systems.
36. "Telecommunication Tower" means a tower contained within a telecommunication facility.
37. "Tower" means a vertical projection composed of metal or other material designed for the purpose of accommodating antennas, wind turbine equipment, or other equipment. Examples of tower types include guyed, lattice, monopole, concealed, and other similar type facilities. Towers do not include any device used to attach antennas to an existing building, unless the device extends above the highest point of the building by more than twenty (20') feet.
38. "Tower Base" means the foundation, usually concrete, on which the tower and other support equipment is situated. For measurement calculations, the tower base is that point on the foundation reached by dropping a perpendicular from the geometric center of the tower.
39. "Tower Height" means the vertical distance measured from the natural lay of the land or ground to the upper most point of a freestanding or guyed

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- telecommunication tower or other type of tall tower and includes any antenna, beacon, light or other structure(s) attached to the tall tower.
40. "Tower Site" means the land area that contains, or will contain, a proposed tower, support structures, and other related buildings and improvements
 41. "Wind Energy Conversion System (WECS)" means any device such as a wind charger, windmill, turbine, energy ball, wind tower, or another similar device, which is typically mounted to a tower or pole, and its associated mechanical and electrical equipment, which is designed to convert wind energy to a form of usable energy.
 42. "Wireless Communication Facility (WCF)" means any manned or unmanned location for the transmission and/or reception of radio frequency signals or other wireless communications, and usually consisting of an antenna or group of antennas, transmission cables, and equipment cabinets, and may include an antenna support structure. The following developments shall be considered a WCF: developments containing new, mitigated, or existing antenna support structures, public antenna support structures, replacement antenna support structures, collocation on existing antenna support structures, attached wireless communications facilities, concealed wireless communication facilities, and non-concealed wireless communication facilities.

16.10.030 Application

- A. This chapter shall apply to
 1. All private and public lands within the City of Bethel;
 2. All tall Structures taller than one hundred (100') feet including, but not limited to:
 - a) Broadcast Facilities,
 - b) Telecommunication Towers, and
 - c) Wind Energy Conversion Systems.
 3. Development activities including installation, construction, or modification of all Tall Structures including, but not limited to:
 - (i) Existing Structures,
 - (ii) Proposed Structures and
 - (iii) Collocated facilities on existing structures.
- B. The number of Tall Structures authorized by the Planning Commission shall be the minimum reasonably required to provide services.
- C. Permits are required prior to construction, modification, replacement or removal of all Tall Structures.
- D. To the greatest extent feasible, location of Tall Structures shall be in compatible areas where the adverse impact of the use is minimized.
- E. Permits under this chapter will not be approved unless the applicant has provided evidence demonstrating that the proposal conforms to the applicable provisions of this chapter as well as all applicable zoning requirements.

16.10.40 Exemptions

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- A. A government-owned or temporary tall tower installed upon the declaration of a state of emergency by federal, state or local government, or a written determination of public necessity by the city manager; except that such facility must comply with all federal and state requirements. The tall tower shall be exempt from the provisions of this chapter for up to four (4) months after the duration of the state of emergency. An additional extension, no longer than three (3) months, may be granted by the city council upon written request and determination that the tall tower facilities continue to be necessary for post-emergency operations; and
- B. Temporary tall structures, including but not limited to, drilling derricks and construction cranes which are utilized on active construction projects or are on site less than one hundred eighty (180) calendar days total within a consecutive six (6) month period and are not intended to routinely reoccur on the same site;
- C. The following items are also exempt from the provisions of this chapter:
 - 1. Church spires, religious icons, and flag poles displaying official government or religious flags;
 - 2. Lighting support structures less than one hundred (100') feet in height that are constructed for the Alaska Department of Transportation, are located within a right of way, and are used exclusively for illuminating main arterials and highways;
 - 3. Routine maintenance and repair of tall structures and their components

16.10.050 Location Preferences

- A. Tall Structure locations must be approved in accordance with the following location preferences, one being the highest priority and six being the lowest priority:
 - 1. Collocated antenna on existing Tall Structure;
 - 2. Concealed attached structures;
 - 3. Non-concealed attached structures;
 - 4. New concealed freestanding Structures;
 - 5. New non-concealed freestanding Structures;
 - 6. Any lighted Tall Structure or any Tall Structure requiring air navigation lighting.
- B. If the proposed location is not the highest priority listed above, then a detailed explanation justifying why a site of a higher priority was not selected must be submitted with the Tall Tower application. Any application seeking approval to locate a Tall Tower in a lower-ranked location may be denied unless the applicant demonstrates to the satisfaction planning commission the following:
 - 1. That despite diligent efforts to adhere to the established hierarchy, doing so is technically infeasible or commercially impractical; and
 - 2. The reason or reasons why the application should be approved for the proposed location.

16.10.060 Collocation

- A. In all applications for construction of a new Tall Tower, the applicant must prove by substantial evidence that a bona fide need exists for the facility and that no reasonable combination of locations, techniques or technologies will obviate the need. The

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applicant must further prove that it has made all reasonable efforts to procure space on existing facilities and that the cost of collocation exceeds the cost of a new facility by at least fifty (50%) percent.

- B. Prior to the issuance of a permit for a new Tall Tower, the applicant shall demonstrate commitment to joint use as follows:
1. The applicant requesting the permit shall submit evidence to the City demonstrating that a genuine effort has been made to solicit additional users for the proposed new tower. Evidence of this shall include, at a minimum, copies of notices sent by certified mail, return receipt requested, to other potential users in the city, advising of the intent to construct a new tower, identifying the location, inviting the joint use and sharing of costs, and requesting a written response within thirty (30) calendar days. The applicant's letter(s) as well as response(s) must be presented to the Planning Commission as a means of demonstrating the need for a new tower.
 2. The applicant shall sign an instrument, maintained by the City, agreeing to encourage and promote the joint use of the Tall Tower within the city and, to that extent, committing that there shall be no unreasonable act or omission that would have the effect of excluding, obstructing or delaying joint use of any tower where fair and just market reasonable compensation is offered for such use.

16.10.070 Permit Required

No person shall be permitted to place, build, construct, modify, prepare, replace or remove any Tall Structure or appurtenant equipment without having first obtained the appropriate permit from the city. All applicants for a permit and any modification of such must comply with the requirements set forth in this chapter.

16.10.080 Types of Permits

- A. *Special Use Permit* – Required for all new Tall Structures regardless of height or zoning location. Receipt of a Special Use Permit does not alleviate any zoning requirement for a Conditional Use Permit.
- B. *Network Improvement Permit* – Required before any legally constructed Tall Structure's height may be increased pursuant to BMC 16.10.190.
- C. *Modification Permit* – Required before any legally constructed Tall Structure may be modified.
- D. *Reconstruction and Replacement Permit* – Required before any legally constructed Tall Structure can be reconstructed or replaced.
- E. *Removal Permit* – Required prior to the demolition, relocation or removal of any Tall Structure.

16.10.090 Pre-Application Requirements

- A. Prior to submission of an application, the applicant shall meet with the planning director for the purpose of discussing the site and development proposal, and to address any issues that will help to expedite the review and permitting process, including the scope of the visual assessment the applicant will be required to provide as part of the permit

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process. The pre-application process may also include a site visit, as determined by the planning director. No statement by either the applicant or the planning director shall be regarded as binding or authoritative for purposes of this section.

- B. *Visual Impact Assessment:* The scope of the required assessment will be reviewed at the pre-application meeting, but the planning commission may require submission of a more detailed visual analysis after submittal of the actual permit application. The visual impact assessment must include:
1. A "zone of visibility map" sufficient in detail to allow for a determination of where the Tall Structure may be seen;
 2. Current maps at appropriate scale, showing: the location of the proposed use, the locations of other Tall Structure facilities operated by the applicant and those within two (2) miles of the proposed Tall Structure;
 3. An analysis demonstrating that the Tall Structure will be sited so as to have the least adverse visual impact on the environment and its character, on existing vegetation, and on the properties in the area, while still meeting the applicant's objectives;
 4. A "before" pictorial representation of the proposed Tall Structure site together with photo-simulated post-construction renderings of the completed proposed support structures, equipment cabinets, and ancillary structures which must, at a minimum, include renderings from multiple vantage points of any adjacent roadways and occupied or proposed non-residential or residential structures, and other locations as determined by the planning director. The "before" representations and photo-simulations shall be from the same locations. The applicant shall also provide simulated photographic evidence of the proposed Tall Structure's appearance from any and all residential zones (as identified in the City of Bethel's latest Comprehensive Plan) that are within one thousand five hundred (1500') feet of the proposed site, from vantage points approved by the planning director. The photo-simulated renderings must represent, at a minimum, the proposed Tall Structure's overall height, configuration, physical location, mass and scale, materials and color, illumination and architectural design. The applicant shall also submit proposed exterior paint and stain samples for any items to be painted or stained, and exterior building material and roof samples.
 5. Elevation drawings of the facilities depicting existing and proposed Tall Structures, other structures, landscaping, proposed color(s), method of camouflage and illumination.
 6. A description of the visual impact of the tower base and accessory buildings from abutting properties and streets;
 7. The applicant shall demonstrate, in writing and by drawing, how it will effectively screen from view the base of its proposed Tall Structure tower and all appurtenant facilities and structures; and
 8. If the tower is to be lit, a description of the specific type of lighting applicant proposes using and a description of how the applicant will comply with a directive in BMC 16.10.200, requiring the lighting be oriented, shielded or otherwise designed so as to not project directly on to surrounding property.

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9. When the proposed Tall Structure facility is to include a new tower, a plot plan at a scale of not less than one (1") inch is equal to one hundred (100') feet must be submitted. This plot plan must indicate all building uses within three hundred (300') feet of the proposed new facility. Aerial photos and/or renderings may augment the plot plan.
- C. The applicant shall provide evidence that the proposed facility is designed to meet the minimum height requirement necessary for effective functioning of the tower's intended use.
- D. A site plan, drawn to scale under the seal of a qualified Alaska registered surveyor, clearly indicating all site boundaries, location of existing and proposed Tall Structures, antennas, other structures and other development on site, means of access, screening and fencing, topography, landscaping, drainage management, adjacent public easements and rights-of-way.
- E. The applicant shall provide evidence that the proposed Tall Structure will not interfere with the approaches to any existing airport or airfield, including water bodies supporting aircraft use.
- F. The applicant shall provide the results of a propagation study for the proposed Tall Structure which must have been conducted within the previous twelve (12) months.
- G. *Community Meeting* Prior to applying for a Special Use Permit for a new Tall Structure, the potential applicant shall hold at least one (1) community meeting.
 1. The meeting must be held at a centrally located public location capable of seating a minimum of forty (40) people;
 2. Notice of the meeting must be published in a newspaper of local circulation a minimum of two (2) times prior to the meeting;
 3. Notice of the meeting must be announced on the local radio a minimum of five (5) times during the week prior to the meeting;
 4. Notice of the meeting must be posted on at least three (3) bulletin boards within the City limits which are generally accessible to the public;
 5. Notice of the meeting must also be mailed by the applicant to all property owners within twelve hundred (1200') feet of the parcel(s) under consideration for the proposed Tall Structure;
 6. The meeting must be held at least fifteen (15) calendar days after all notifications are completed;
 7. The meeting may not start prior to 5:30 p.m. or later than 7:00 p.m.;
 8. Notification of the meeting must, at a minimum, include the following:
 - a) A legal description and map of the general parcel, or parcels, within the coverage area under consideration for the Tall Structure and upon which the Tall Structure is intended to be placed;
 - b) A description of the proposed development including height, design, lighting, potential access to the site and proposed service;
 - c) The date, time, and location of the informational meeting; and
 - d) The contact name, telephone number, and address of applicant;

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9. A written report summarizing the results of the community meeting must be prepared and submitted to the planning director prior to submitting an application for a new Tall Structure permit. At a minimum, the written report must include the following information:
- a) The date(s) and location(s) of all meetings where citizens were invited to discuss the potential applicant's proposal;
 - b) The content, dates mailed, and number(s) of mailings, including letters, meeting notices, newsletters and other publications;
 - c) Sign-in sheet(s) used at the meeting, that includes places for names, addresses, phone numbers and other contact information such as e-mail addresses for the meeting participants;
 - d) A list of residents, property owners, and interested parties who have requested, in writing, that they be kept informed of the proposed development through notices, newsletters, or other written materials;
 - e) The number of people who attended meeting(s);
 - f) Copies of written comments received at the meeting;
 - g) A certificate of mailing identifying all who were notified of the meeting; and
 - h) A written summary that addresses the following:
 - (i) The substance of the public's written concerns, issues, and problems;
 - (ii) How the applicant has addressed, or intends to address, concerns, issues and problems expressed during the process; and concerns, issues, and problems the applicant has not addressed or does not intend to address and why.

16.10.100 Permit Application Process

- A. Applicants shall submit to the Planning Department:
1. Applications on a form specified by the Planning Department, and
 2. Site Plans for all Tall Structures.
- B. At the time that a person submits an application for a permit for any type of Tall Structure, such person shall pay a nonrefundable application fee to the city, as set forth in the city's Fee and Rate Schedule.
- C. In addition to the application fee, the planning director may require a technical review by a third party expert, the actual costs of which shall be borne by the applicant.
- D. Based on the results of the technical review, the planning director may require changes or additional documentation before the application will be considered complete. The technical expert review may address some or all of the following, at the discretion of the director:
1. The accuracy and completeness of the items submitted with the application;
 2. The applicability of analysis, techniques and methodologies proposed by the applicant;
 3. The validity of conclusions reached by the applicant;
 4. Whether the proposed Tall Structure complies with applicable approval criteria set forth in this chapter, the Bethel Municipal Code and the Bethel Comprehensive Plan as applicable; and
 5. Other matters deemed to be relevant to determining whether a proposed Tall Structure complies with the provisions of this chapter.

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16.10.110 General Standards and Design Requirements

A. *Concealed and non-concealed antenna.*

1. Antennas must be mounted on Tall Structures so as to present the smallest possible silhouette, profile, or cross-section, unless applicant provides sufficient evidence that doing so would prohibit the applicant from properly deploying the network. New antenna mounts must be flush-mounted onto existing Tall Structures, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area.
2. Attached, concealed feed lines and antennas must be designed to architecturally match the facade, roof, wall, or structure on which they are affixed so that they blend with the existing design, color, and texture of the structure.

B. *Security of Tall Structures.* All Tall Structures must be located, fenced and secured in a manner that prevents unauthorized access.

1. All antennas, towers and other supporting structures must be constructed or shielded to reasonably prevent unauthorized access.
2. Transmitters and telecommunications control points must be installed in a manner to be readily accessible only to persons authorized to operate or service them.
3. A fence or wall not less than eight feet (8') in height with a secured gate must be maintained around the base of the tower, the equipment shelter and any guy wires, either completely or individually as determined by the planning director. The security fence must be locked when the facility is unattended.

C. *Height Restrictions.*

1. Support structures must be designed to be the minimum height needed to meet the service objectives of the applicant and anticipated collocators.
2. No new Tall Structures shall exceed two hundred fifty (250') feet in height. However, in the event of dense vegetation or other substantial obstacles to the intended purpose of the Tall Structure, facility height can be extended to no more than three hundred fifty (350') feet by special permission of the Planning Commission.
3. Tall Structures that simulate objects that typically occur in landscapes similar to the proposed location (except electrical transmissions or telecommunication towers) may exceed two-hundred fifty (250') feet in height if, based on the judgment of the Planning Commission, it would appear in context to the landscape, is aesthetically acceptable, and would be a preferable alternative to an undisguised facility.
4. Tall Structures located atop or within existing buildings or structures may result in an overall increase in height of the structure of no more than ten (10%) percent of the structure's height without the facility or the maximum height allowed in the zoning district in which the structure is located, whichever is less.

D. *Signage.*

1. Tall Structures must contain a sign no larger than four square feet with text in a sufficient font size to provide adequate notification to persons in the immediate area

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of the presence of an antenna that has transmission capabilities. The sign shall contain:

- a) The name(s) of the owner(s) and operator(s) of the facility;
 - b) An emergency phone number(s), and FCC registration number, if applicable;
 - c) Information for the purpose of identifying the tower such as the antenna structure registration number required by the FCC;
 - d) The party responsible for the operation and maintenance of the facility; and
 - e) A twenty-four (24) hour emergency contact number.
2. The sign must be on the equipment shelter or cabinet and be visible from the access point of the site. The sign must not be lighted unless authorized by the city or unless applicable provisions of law require such lighting.
 3. No other signage is permitted on any Tall Structure unless required by law.
 4. No advertising is permitted on any facility with the exception of identification signage.
 5. If more than 220 volts are necessary for the operation of the facility, warning signs must be located at the base of the facility and must display in large, bold, high contract letters the following: "HIGH VOLTAGE – DANGER";
 6. Signs other than warning signs and those specifically required by this Chapter are not allowed on Tall Structures.

E. *Lighting.*

1. Tall Structures may not be lighted or marked unless required by the FCC or FAA.
2. Notice is required to be provided to the FAA, on a form prescribed by the FAA, if the facility falls under notification requirements mentioned in 14 CFR Part77. The applicant is responsible for determining whether notification is required. Any Tall Structure that is required to have lighting by the FAA will be lighted with the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA.
3. When lighting is required:
 - a) The lights must be oriented, shielded or otherwise designed so as not to project directly on to surrounding property, consistent with FAA requirements.
 - b) Tall Structures must use nonstrobe type red lights for night air safety illumination unless otherwise required by law.
 - c) The negative impact across lot lines caused by Tall Structure lights and illumination on the site must be minimized
 - d) Scenic and night sky views, traffic safety, enjoyment of residential and other lawful uses must be protected.
4. Additional conditions may be required for lighting: type, wattage, brightness, shrouds, direction, location, height and other buffers.

F. *Design criteria.*

1. All freestanding Tall Structures between eighty (80') and one hundred twenty (120') feet in height must be engineered and constructed to accommodate no fewer than four (4) antenna arrays. All Tall Structures between one hundred twenty one (121') feet and one hundred fifty (150') feet must be engineered and constructed to

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- accommodate no fewer than five (5) antenna arrays. All Tall Structures one hundred fifty one (151') feet and taller must be engineered and constructed to accommodate no fewer than six (6) antenna arrays.
2. All utilities for a Tall Structure site must be installed underground whenever possible and in compliance with all ordinances, rules and regulations of the city, including, but not limited to, the National Electrical Code where appropriate.
 3. All appurtenant or associated facilities of a Tall Structure must maximize use of building materials, colors and textures designed to blend with the structure to which it may be affixed, or to harmonize with the natural surroundings or built environment, which must include the utilization of concealed or concealment technology for facilities appurtenant to concealed Tall Structures. If located in or abutting a Residential, Commercial or Mixed-Use district, the appurtenant or associated facility must be placed inside an enclosed structure, fenced and screened with sight-obscuring foliage, which will be as tall as the appurtenant or associated facility.
- G. *Setbacks.* Freestanding towers and appurtenant structures shall be subject to the setbacks described below:
1. If the tower is not constructed using breakpoint design technology, the minimum setback distance from the nearest property line must be equal to the height of the proposed tower.
 2. If the tower has been constructed using breakpoint design technology, the minimum setback distance must be equal to one hundred ten (110%) percent of the distance from the top of the structure to the breakpoint level of the structure, or the minimum yard setback requirements, whichever is greater. For example, on a 100-foot tall freestanding tower with a breakpoint at 80 feet, the minimum setback distance would be 22 feet (110 percent of 20 feet, the distance from the top of the tower to the breakpoint) plus the minimum side or rear yard setback requirements for that zoning district. Certification by a professional engineer registered in the State of Alaska, of the breakpoint design and the design's fall radius must be provided with the application.
 3. Any appurtenant structure must be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.
 4. Guy, guy anchors, and accessory facilities must meet zoning district setback requirements.
 5. Setbacks will be determined from the dimensions of the entire lot, even though the Tall Structure may be located on lease areas within the lot.
 6. A variance from the setback requirement may be granted by the planning commission upon receipt of signed and duly notarized waivers by all adjoining property owners agreeing to such modification or waiver.
- H. *Parking.* For all Tall Structures regulated under this chapter, vehicle parking must be provided on the subject property, outside of public use easements and rights-of-way to enable emergency vehicle access. No more than two (2) spaces per provider are required.

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- I. *Equipment Shelters.* No equipment shelter for a Tall Structure may exceed seven hundred fifty (750') square feet in area or twelve (12') feet in height. All such shelters must be screened with vegetation or other aesthetically pleasing materials. Furthermore, all such shelters must be secured with approved fencing and a locked gate.
- J. *Landscaping.* The Planning Commission has the authority to impose reasonable landscaping requirements surrounding the Tall Structure and all accessory equipment. When landscaping is required, existing mature tree growth and natural land on the site must be preserved to the greatest extent feasible.
- K. *Facility Color.* The Tall Structure, facility and fence must be earth tone or natural colors that blend with the surrounding area, except when specific colors or color patterns are required by state or federal regulations.
- L. *Visibility.*
 1. Tall Structures must be configured and located in a manner that minimizes adverse effects including visual impacts on the landscape and adjacent properties and must be maintained in accordance with the requirements of this chapter.
 2. Tall Structures must be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings, or be compatible with the surrounding, built environment, through matching or complementing existing structures and specific design considerations such as architectural designs, height, scale, color, and texture.
 3. Surrounding topography and development must be used to reduce negative impacts. Height above nearby ridge lines, hills, trees and buildings must be the minimum needed to reasonably conduct the use.
 4. Aerial lines crossing parks, trails and water bodies must be minimized.
- M. *Structural assessment.* The owner of a freestanding Tall Structure shall have a structural assessment of the tower conducted by a professional engineer, licensed in the State of Alaska if:
 1. The Tall Structure is within the distance from the top of the structure to the breakpoint level of the structure from a dwelling, parking lot, playground, or right-of way, or
 2. If the Tall Structure was not constructed using breakpoint design technology and the tower is at a distance equal to the tower's height from a dwelling, parking lot, playground, or right-of way.The owner shall submit the structural assessment report required by this subsection, signed by the engineer who conducted the assessment, to the director by July 1st every fifth year from the date of issuance of the Special Use permit.
- N. *Ice and Wind.* A professional engineer, licensed in the State of Alaska, must provide certification that the proposed Tall Structure, at a minimum, will withstand one hundred (100) year return wind speed for the site and one-half (1/2") inch of solid radial ice.

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16.10.120 Additional Operation Standards for Wind Energy Conversion Systems

In addition to the operation standards for new Tall Structures required by section 16.10.110, the following standards apply to Wind Energy Conversion Systems (WECS):

1. WECS must be equipped with an automatic over speed control device designed to protect the system from sustaining structural failure such as splintered or thrown blades and the overturning or breaking of towers due to an uncontrolled condition brought on by high winds; and
2. WECS must have a manually operable method that assures the WECS can be brought to a safe condition in high winds. Acceptable methods include mechanical or hydraulic brakes or tail vane deflection systems which turn the rotor out of the wind.

16.10.130 General Application Submittal Requirements

- A. An application for a Tall Structure must be signed by a person having knowledge of the contents of the application.
- B. The landowner, if different than the applicant, must also sign the application.
- C. All information submitted in an application must be provided by a person qualified and authorized to provide the information.
- D. All applications for the construction or installation of a new Tall Structure must be accompanied by the following documentation:
 1. A narrative describing compliance with BMC 16.10.110;
 2. A copy of the deed showing ownership of the property, including book and page number where the deed is recorded with the Bethel Recorder's Office;
 3. A copy of a written instrument (lease, sublease, memorandum, deed, etc.) demonstrating the applicant has secured the property owner's permission to use the property for placement and use of a Tall Structure;
 4. Evidence of legal access to the tower site and ability to maintain this access regardless of other developments that may take place on the site;
 5. Copy of any recorded easements necessary to reach the Tall Structure site. Easements may not be less than twenty (20') feet in width with a road base not less than ten (10') feet in width;
 6. The location of existing streets, buildings, transmission lines, sewers, culverts, drainpipes and easements to the extent that these may be ascertained from a field inspection of the property;
 7. The general geographic information about the site including topography, proximity to surface waters, susceptibility to flooding, soil characteristics and other characteristics which might impose restrictions on the development of the site;
 8. The applicant shall have prepared, by a registered land surveyor registered in the State of Alaska, a boundary survey, which must meet all requirements for recordation in the Bethel Recorder's Office;
 9. A detailed development plan not less than 18"x24" drawn at a scale of sufficient size to accurately and clearly show all required information with a certifying signature, seal and date of a State of Alaska licensed engineer;

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10. For wireless Communication Facilities (WCF), a signed statement from a qualified person, together with a statement of that person's professional qualifications, certifying that radio frequency emissions from the antenna array(s), both individually and cumulatively considering any other WCF located on or immediately adjacent to the proposed WCF, will comply with FCC standards;
11. Certification from the State of Alaska licensed engineer regarding the proposed Tall Structure's ability to accommodate antennas from wireless communication providers;
12. The names and addresses of all adjoining property owners;
13. The name, address, email address, phone number and fax number of all persons preparing the application and any required submittals;
14. The name, address, phone number and fax number of the property owner, applicant, and facility owner, if applicable;
15. The name, title and contact numbers for persons in charge of the operation and who will be responsible for compliance with the permit;
16. An organizational chart or description identifying the lines of responsibility and general function of the organization that will own and operate the facility.
17. A description of all major types of activities proposed to occur on the site including at a minimum, the purpose, number, type and general performance specifications of all Tall Structures and antennas, on site staffing, accessory structures, equipment (such as generators) and plans for collocation of other Tall Structures, and antennas on the site.
18. A general description of the security and safety measures proposed to protect the public safety.
19. The zoning designation of the property on which the proposed Tall Structure will be situated;
20. The size of the property stated both in square feet and lot line dimensions, and a diagram showing the location of all lot lines;
21. The locations of any dwellings within a radius equal to the height of the proposed tower from its base;
22. The location, size and height of all structures on the property which are the subject of the application;
23. The location, size and height of all proposed and existing antennas and all appurtenant structures;
24. The type, locations and dimensions of all proposed and existing landscaping and fencing;
25. A detailed description of the proposed Tall Structures and all related fixtures; structures, appurtenances and apparatus, including height above preexisting grade, materials, color and lighting;
26. Design drawings for the proposed tall structure, drawn to scale, and certified by a registered engineer licensed in the State of Alaska; and
27. Certification that the application is in compliance with all applicable laws pertaining to the type of service offered;

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- E. In addition to the information required by BMC 16.10.050(B), an affidavit demonstrating compliance with BMC 16.10.050. If a lower ranking alternative is proposed, the applicant shall include a separate affidavit demonstrating why higher ranked options are technically infeasible or commercially impracticable given the proposed location of the Tall Structure. Such narrative must be accompanied by an affidavit by an engineer licensed in the State of Alaska.
- F. Applicant shall disclose in writing the existence of any agreement that would limit or preclude the ability of the applicant to share any new Tall Structure that it constructs;
- G. Applicant shall furnish written certification by a professional engineer, licensed in the State of Alaska, that the Tall Structure, foundation and appurtenant attachments are designed to meet relevant site and subsurface conditions,
- H. For WCF, applicant shall furnish written certification by a professional engineer, licensed in the State of Alaska, that the Tall Structure and will be constructed to meet EIA/TIA 222 G (as amended) and local building code structural requirements for loads, including wind, snow and ice loads for the specified number of collocations.
- I. Applicant shall file a copy of a determination of no hazard to air navigation from the FAA;
- J. If breakpoint technology is intended to be utilized, a written statement specifying the height at which the engineered structural weakness will be located; and
- K. Proof of compliance with FAA regulations in 14 CFR Part 77, if applicable.
- L. All applications must have an attestation clause requiring the applicant to attest to the truth and completeness of the information provided in the application.

16.10.140 Planning Director's Review.

- A. The planning director shall review the application for completeness and shall notify the applicant within twenty (20) calendar days of receipt of the initial submission whether the application is deemed complete.
- B. Incomplete applications will be rejected, in writing, within thirty (30) calendar days of receipt of the initial submission. If rejected, the director's decision must identify the deficiencies in the application, which, if cured, would make the application complete.
- C. Once an application is deemed complete, the planning director shall schedule it for a hearing before the Planning Commission and shall give notice to the applicant and the public in accordance with subsection (D) below:
- D. *Public Notice.* Public notice of Planning Commission consideration of a Special Use Permit request for a new Tall Structure, at a minimum, shall be provided as follows:
 - 1. Permit consideration must be included as an item in the posted agenda.
 - 2. Notice of the hearing and the agenda item must be published in a newspaper of general circulation in the city a minimum of ten (10) calendar days prior to the date of the meeting. The cost of publication will be paid by the applicant. Publication will be accomplished by the planning director.
 - 3. The planning director, or their designee, shall post copies of the agenda showing the request for a Special Use Permit, in at least three (3) bulletin boards accessible to

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the general public. Posting will be completed at least five (5) calendar days prior to the scheduled hearing.

4. The applicant shall post signs on the proposed site at least fourteen (14) calendar days prior to the hearing at locations determined by the planning director. The sign must be between four (4) square feet and thirty two (32) square feet in area, must have a red background, and must indicate in white lettering, 216-point or larger, that a Special Use Permit for a Tall Structure has been sought for the site, the date of the hearing thereon, and that further information is available from the city's planning director. The applicant must maintain the sign and shall remove it within fourteen (14) calendar days after final action on the application.
5. The planning director shall mail notice of the application and the public hearing to the owners of record of all property located within one thousand five hundred (1,500) feet of the site and all individuals who submitted comments at the community meeting. The actual cost of mailing will be paid by the applicant.

16.10.150 Planning Commission Review

The planning commission is authorized to review, analyze, evaluate and make decisions with respect to reviewing Special Use Permits for Tall Structures.

- A. *Process Timeframe.*
 1. A public hearing must be held by the planning commission within forty-five (45) calendar days of receipt of a complete application;
 2. The commission shall render a written decision within thirty (30) days from the close of the public hearing.
- B. The planning commission may impose conditions on a Tall Structure permit:
 1. Required to ensure compliance with the design criteria specified in section 16.10.110; and
 2. That is consistent with the purposes of this chapter, which may include conditions related to the aesthetic effect of the Tall Structure and compatibility with the surrounding area. Factors relevant to aesthetic effects are:
 - a) The protection of the view in sensitive or particularly scenic areas;
 - b) The concentration of Tall Structures in the proposed area; and
 - c) Whether the height, design, placement or other characteristics of the proposed facility could be modified to have a less intrusive visual impact.
 3. Conditions for approval. Conditions set by the Planning Commission for a Special Use Permit may include, but are not limited to, the following:
 - a) Height limitations;
 - b) Increased height or structural capacity of a proposed Tall Structure to accommodate future collocation;
 - c) Mitigation of drainage concerns;
 - d) Tower type (monopole, lattice, guyed);
 - e) Color;
 - f) Landscaping;
 - g) Parking;

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- h) Screening;
 - i) Security
 - j) Signage;
 - k) Visibility and/or camouflaging;
 - l) Lighting;
 - m) Signage;
 - n) Setbacks greater than those required under the applicable zoning regulations;
and
 - o) Any other conditions deemed appropriate to protect the public health, safety and general welfare.
- C. The Planning Commission may deny an application for any of the following reasons:
- 1. Conflict with safety and safety-related codes and requirements;
 - 2. Conflict with the purpose of a specific zoning, overlay, or land use designation;
 - 3. Presence of another approved Tall Structure or Tall Structure application within the geographic search area, which is available to the applicant;
 - 4. The proposed site is on, or eligible to be on, the National Register of Historic Places;
 - 5. The applicant failure to demonstrate that no existing structure or tower can accommodate the applicant's proposed use without increasing the height of another existing tower or structure or otherwise creating a greater visual impact; or that use of other existing facilities is technically infeasible or commercially impracticable; and
 - 6. Conflicts with the provisions of this article.
- D. The Planning Commission shall deny any application for a Tall Structure in the following locations:
- 1. State or local wildlife refuges; and
 - 2. In any area designated as a public park, unless screened so as to minimize visual and noise impacts, and as long as public use will not be disrupted.
- E. Any and all representations made by the applicant to the Planning Commission on the record during the application process, whether written or verbal, will be deemed a part of the application and may be relied upon in good faith by the Planning Commission.
- F. In granting or denying a Special Use Permit, the Planning Commission shall make written findings on whether the applicant has demonstrated that:
- 1. The location chosen complies with the location preferences set out in subsection 16.10.050;
 - 2. To the extent that is technically feasible and potentially available, the location of the Tall Structure is such that its negative effects on the visual and scenic resources of all surrounding properties have been minimized;
 - 3. The Tall Structure will not interfere with the approaches to any existing airport or airfield; and
 - 4. That granting the permit will not be harmful to the public health, safety, convenience, and welfare.
- G. The Planning Commission's decision shall be in writing must include written findings of fact.

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- H. If the Planning Commission denies a request to place, construct or modify a Tall Structure, the applicant may, within fifteen (15) calendar days from the postmarked date of the decision, appeal the planning commission's decision in accordance with section 16.10.270.

16.10.160 Extent and Parameters of Special Use Permits

- A. A holder of a Special Use Permit granted under this chapter shall obtain, at its own expense, all permits and licenses required by applicable law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the city and other governmental entity or agency having jurisdiction over the applicant.
- B. Within ten (10) calendar days from the issuance of a Special Use Permit, the holder shall file with the planning director a written indemnification of the city and proof of liability insurance or financial ability to respond to claims up to one million (\$1,000,000) dollars in the aggregate which may arise from operation of the facility during its life. The city will not bear any cost for the holder's required insurance. Proof of insurance must be maintained throughout the life of the Tall Structure.
- C. A Special Use Permit will become void six (6) months after its effective date if no substantial construction progress has been made. A new application must be submitted for a voided permit, including new payment of any required fees, and a new permit obtained. No permit may be renewed more than once, the maximum duration of which shall be twelve (12) months.
- D. Upon an application submitted at least thirty (30) days before the expiration of an existing Special Use Permit, the Planning Commission shall hold a hearing to consider whether the permit should be extended. Notice of said hearing will be provided in accordance with the procedures set out in section 16.10.140(D). At the hearing, the burden of proof for the justification for a permit extension shall rest with the applicant. Upon written findings that such burden has been met, the Planning Commission may grant an extension the maximum duration of which shall not exceed twelve (12) months. The Planning Commission may not delete from, amend or add to the conditions contained in the original permit. Upon written findings that the applicant's burden has not been met, or that the conditions contained in the permit should be changed, or both, the commission shall deny the application whereupon the permit shall be voided.
- E. The property owner and the permittee shall be responsible for maintaining all aspects of the operation, improvements, development, and site in compliance with the terms and conditions of the permit and all applicable local, state and federal requirements.
- F. The holder of a Special Use Permit shall notify the city of any intended modification of a Tall Structure and shall apply to the planning director prior to modifying, relocating or rebuilding any Tall Structure.
- G. Following prior written notice to the applicant and a hearing on the matter, Special Use Permits may be revoked, canceled or terminated for a violation of the conditions and provisions of the special use permit for Tall Structures or for a material violation of this chapter.

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16.10.170 Interference with Public Safety Equipment

In order to facilitate the regulation, placement, and construction of antenna, and to ensure that all parties are complying to the fullest extent possible with the rules, regulations, and/or guidelines of the FCC, each WCF applicant or owner applicant shall agree in a written statement to the following:

1. Compliance with "good engineering practices" as defined by the FCC in its rules and regulations;
2. Compliance with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI);
3. In the case of an application for collocated telecommunications facilities, the applicant, together with the owner of the subject site, shall use their best efforts to provide a composite analysis of all users of the site to determine that the applicant's proposed facilities will not cause radio frequency interference with the city's public safety communications equipment and will implement appropriate technical measures, as described in antenna element replacements, to attempt to prevent such interference; and
4. Whenever the city has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more antenna arrays, the following steps may be taken:
 - a. The city will provide notification to all wireless service providers operating in the city of possible interference with the public safety communications equipment, and upon such notifications, the owners shall use their best efforts to cooperate and coordinate with the city among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry-public safety "Enhanced Best Practices Guide," released by the FCC in Appendix D of FCC 04-168 (released August 6, 2004 or most recent edition), including the "Good Engineering Practices," as may be amended or revised by the FCC from time to time in any successor regulations.
 - b. If any equipment owner fails to cooperate with the city in complying with the owner's obligations under this section or if the FCC makes a determination of radio frequency interference with the city's public safety communications equipment, the owner who failed to cooperate and/or the owner of the equipment which caused the interference shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the city for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the city to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in the "Enhanced Best Practices Guide" within seventy-two (72) hours of the city's notification.

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16.10.180 Transfers and Assignments

- A. Permits obtained pursuant to this chapter may not be assigned or transferred without providing prior notice to the city, on a form acceptable to the planning director.
- B. In the event a WCF provider or owner transfers ownership of a WCF to a different provider or owner, the previous and new service provider or owner shall notify the planning director no less than ten (10) calendar days from the date of transfer. The new provider or owner shall include the name, address and phone number of the person to be responsible for the WCF.

16.10.190 Network Improvement Permit

- A. A Network Improvement Permit allows legally constructed Tall Structures to be replaced or modified in a manner that increases the overall height of the existing Tall Structure in accordance with this section.
- B. A Network Improvement Permit does not require notification to surrounding property owners.
- C. The base of a replacement tower may be located no farther than fifty (50') feet from the base of the original tower. The original tower shall be removed within ninety (90) calendar days upon completion of construction of the replacement tower.
- D. More than one Network Improvement Permit may be obtained. However, the cumulative increase in overall height may not exceed the following:
 - 1. Up to twenty (20') feet for telecommunications towers that are located within a Residential District. If the existing tower exceeds two hundred (200') feet, it can be increased by up to ten percent (10%) of the height of the existing tower;
 - 2. Within a Residential District, height increase under this section is limited to a cumulative increase of ten (10%) percent of the existing facility unless the applicant demonstrates that the additional height, not to exceed twenty (20') feet, is necessary for installation of one (1) additional antenna array.
- E. Application for a Network Improvement Permit must include the following:
 - 1. Application form signed by the property owner and authorized agent for the Tall Structure;
 - 2. A description of the proposed modifications to the Tall Structure, including a description of the height, type, and lighting of the new or modified structure and the existing structure; and
 - 3. Design drawings for the proposed modified or replaced structure, drawn to scale, and certified by a registered engineer licensed in the State of Alaska.
- F. In granting a Network Improvement Permit, the planning director shall make the following findings:
 - 1. That the proposed development conforms to setback requirements of BMC 16.10.110;
 - 2. That the Tall Structure being extended was lawfully constructed at the time of application for a Network Improvement Permit; and

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3. That the proposed modification does not violate permit conditions of any valid permits that have been issued to the existing facility.
- G. A Network Improvement Permit must be approved within sixty (60) calendar days from the time of application if it meets the requirements of this section.
- H. Replacement or modification of a Tall Tower that is in accordance with this section is not subject to application or pre-application requirements required for a new tower under this chapter.

16.10.200 Reconstruction and Replacement

- A. This section only applies to Tall Structures that are legally permitted or have obtained pre-existing legal nonconforming status.
- B. The tower operator is responsible for all aspects of the operation, improvements, development, and maintenance of the site in compliance with the terms and conditions of the permit and all applicable local, state, and federal requirements.
- C. Tall structures may be replaced or reconstructed in order to improve the structural integrity of the tall structure or in the case of accidental damage or collapse.
- D. Reconstruction or replacement shall not:
 1. Increase lighting;
 2. Change the type of lighting;
 3. Change the tower type;
 4. Change the location of the Tall Structure; or
 5. Increase the height of a tall structure.
- E. In the case of accidental damage or collapse, if reconstruction or replacement has not commenced within six (6) months from the date of the damage, the structure is considered to be abandoned and is subject to section 16.10.210.
- F. Reconstruction or replacement must conform to all the requirements and conditions of a previously granted permit or pre-existing legal nonconforming determination.

16.10.210 Non-Use and Abandonment

- A. Notwithstanding the emergency powers of the City, the planning director may require removal of a Tall Structure under the following circumstances, which are deemed detrimental to the health, safety, and welfare interests of the city:
 1. Tall Structures with a permit that has not been used as a Tall Structure for a period exceeding sixty (60) consecutive days or a total of eighty (80) calendar days in any three hundred sixty five (365) day period, except for periods caused by force majeure or acts of God, in which case, repair or removal shall commence within ninety (90) calendar days.
 2. Permitted Tall Structures that have fallen into such a state of disrepair that they create a public health or safety hazard, which shall be deemed a nuisance per se.
 3. Tall Structures that have been located, constructed or modified without first obtaining all permits required by law, or that have been located, constructed or modified in a manner inconsistent with the applicable permit requirements, which shall be deemed a nuisance per se.

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- B. If the planning director makes such a determination as noted in subsection (A) of this section, the planning director shall notify the permittee in writing that said Tall Structure is to be removed. Notification shall be deemed completed when notice is mailed, certified mail, return receipt, to the last known address on file.
- C. Within ninety (90) days of the postmarked date of the planning director's notice, the permittee, or its successors or assigns, at its sole expense, shall dismantle and remove such Tall Structure (and all associated structures and facilities) from the site and restore the site as close to its original condition as is possible. Restoration being limited only by physical or commercial impracticability proven to the satisfaction of the planning director.
- D. If the Tall Structure owner cannot be found, the landowner will be notified and will become responsible for removal of the unused structures.
- E. If the Tall Structure is not removed within ninety (90) days after the permit holder and/or landowner have received notice, the City may remove or cause to be removed the Tall Structure at the sole expense of the owner, permit holder and landowner.
- F. Notwithstanding anything in this section to the contrary, the planning director may approve a temporary use permit/agreement for the Tall Structure, for no more than ninety (90) calendar days, during which time a suitable plan for removal, conversion or relocation of the affected Tall Structure shall be developed by permit holder or owner, subject to the approval of the planning director. If such a plan is not developed, approved and executed within the ninety (90) day time-period, then the city may take possession of and dispose of the affected Tall Structure in the manner provided in this section.

16.10.220 Removal of Facilities

- A. The owner of a facility shall establish a ten thousand (\$10,000) dollar cash security fund or provide the city with an irrevocable letter of credit in the same amount to secure the cost of removing the Tall Structure and all appurtenances once abandoned.
- B. In the event of a transfer of ownership, the seller shall be responsible for notifying the buyer of this requirement and for notifying the city of the transfer.
- C. In the event of a transfer of ownership, the city will not refund the security to the initial owner until the new owner of the Tall Structure posts the required ten thousand (\$10,000) dollar security or letter or irrevocable letter of credit.

16.10.230 Transfer of a Conditional Use Permit

The privileges and requirements of a permit issued under this chapter shall run with the land.

16.10.240 Tall Structures in Existence or Under Construction on the Date of Adoption of this Chapter

- A. All Tall Structures greater than one hundred (100') feet must be registered with the city within ninety (90) calendar days of the adoption of this chapter.

Introduced by: Vice Mayor Albertson
Date: April 14, 2015
Public Hearing: April 28, 2015
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- B. All existing Tall Structures must be brought into compliance with the Signage and Security Fencing requirements of this chapter (section 16.10.110) within one hundred eighty (180) calendar days of the adoption of this chapter.
- C. Tall Structures which have commenced construction or are in existence as of the effective date of this ordinance, but which would otherwise be prohibited, regulated or restricted under this chapter, are allowed to continue subject to the provisions set out in this section.
 - 1. Structures which have commenced construction as of the date of adoption of this chapter are allowed to be constructed. The height of the structures one (1) year after the date of adoption of this chapter shall be considered the final height of the structure. Such structures may only be expanded in accordance with a permit under this chapter.
 - 2. Existing or proposed structures which have been granted a Special Use Permit under 16.10.100 and other related sections of this chapter, are considered to have pre-existing legal nonconforming status and are allowed to continue in accordance with the requirements of the permit but shall not be increased in height except as provided in this chapter.
 - 3. Structures which are existing as of the date of adoption of this chapter are eligible for pre-existing legal nonconforming status under this chapter.
 - 4. All telecommunications towers greater than eighty (80') feet shall comply with operations standards required by 16.10.110.
- D. Alteration or modification of greater than thirty (30%) percent of existing Tall Structure, or an increase in height to an existing Tall Structure will void its "grandfather" status, and all elements of this chapter will apply.
- E. Nonconforming Tall Structures which have commenced construction or are in existence as of the date of this chapter are eligible for pre-existing legal nonconforming status upon submittal of the following:
 - 1. Name, title, and contact numbers of the landowner, applicant, and persons in charge of the operation;
 - 2. Height of structure;
 - 3. Legal description of the subject parcel;
 - 4. A certified site plan;
 - 5. Documentation of all signage within the equipment compound;
 - 6. Documentation demonstrating that the structure was in existence or had commenced construction prior to the date of adoption of this chapter; and
 - 7. Certified written assurance by the owner of the Tall Structure that they intend to take responsibility for the safe and proper removal of the Tall Structure when it ceases to be used for its intended purpose.
- F. Within fifteen (15) calendar days of submittal, the planning director shall issue a determination of incompleteness if the application fails to meet the requirements of this chapter. Rejection of the application for pre-existing legal nonconforming status shall be in writing and shall state the deficient items. Once the deficiencies are corrected, the application shall be accepted as complete.

Introduced by: Vice Mayor Albertson

Date: April 14, 2015

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- G. Pre-existing legal non-conforming status will be determined based on the following:
1. Whether the applicant has demonstrated that the Tall Structure was constructed or construction had commenced legally under the applicable code provisions at the time, if any.

16.10.250 Conflict with Other Ordinances

Where any provision of this ordinance differs or conflicts with other ordinances, unless the right to do so is preempted or prohibited by state or federal law, the more restrictive or protective of the city and the public shall apply.

16.10.260 Violations, Enforcement and Penalties

- A. Any person violating the provisions of this chapter may be guilty of a minor offense punishable by a fine of one thousand (\$1,000) dollars per day.
- B. Additionally, the city may utilize any other provisions of law available to it in order to enforce the provisions of this ordinance, including, but not limited to, injunction and abatement.
- C. Every day there is a violation of this ordinance shall be considered a unique and separate offense.
- D. In addition to other applicable penalties, failure to correct the violation of code, after reasonable notice, may result in revocation of the permit.
- E. Complaints received by the city of violations of state or federal law will be forwarded to the appropriate agency for enforcement.
- F. Authorized representatives of the city are allowed to inspect the site and related records at reasonable times for the purpose of monitoring compliance with all permit conditions.
- G. The permittee shall assist and cooperate with authorized inspections upon reasonable notice from the city.

16.10.270 Appeals – In General

- A. An applicant desiring relief, waiver or exemption from any aspect or requirement of this chapter may request same. Such relief may be temporary or permanent, partial or complete. However, the burden of proving the need for the requested relief, waiver or exemption is solely on the applicant to prove.
- B. No such relief or exemption will be granted unless the applicant demonstrates that, if granted, the relief, waiver or exemption will have no significant adverse effect on the health, safety and welfare of the city of Bethel, its residents and other service providers.
- C. Denials of relief requested must be appealed as follows:
 1. Decisions of the planning director may be appealed to the Planning Commission.
 2. Decisions of the Planning Commission may be appealed to the City Manager.
 3. Decisions of the City Manager may be appealed to a Hearing Officer.
 4. Decisions of the Hearing Officer(s) are final.

16.10.280 Appeals to the Planning Director

Introduced by: Vice Mayor Albertson
Date: April 14, 2015
Public Hearing: April 28, 2015
Public Hearing: May 12, 2015
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- A. A request for relief or reconsideration to the planning director is a more informal process and should be accomplished by a written letter. The applicant's request for relief must address the following:
 - 1. The type of relief sought;
 - 2. The basis for granting said relief;
 - 3. The length of the requested relief (temporary, permanent, partial or complete);
 - 4. Any other information the applicant feels is relevant for the planning director to review;
 - 5. The name and contact information for the person seeking relief.
- B. The request for relief to the planning director must be clearly labeled "Request for Relief".
- C. The planning director shall impartially review the request for relief and shall issue a written decision within twenty (20) calendar days after receipt of the request for relief. The request for relief must state: "This is the final decision of the city planner. This decision may be appealed to the Planning Commission. If you appeal, you must file a written notice of appeal with the City Clerk within fourteen (14) calendar days after this final decision is sent."
- D. There is no fee for filing a request for relief to the planning director.

16.10.290 Appeals to the Planning Commission

- A. An applicant may appeal a final decision of the planning director by filing a written request for appeal with the planning director within fourteen (14) calendar days after notice of the planning director's decision is sent.
- B. When filing the appeal, the appellant shall:
 - 1. Certify under oath that the appeal is made in good faith;
 - 2. Set forth the pertinent sections of the Bethel Municipal Code and/or state or federal law which the appellant believes were misapplied or misinterpreted by the city;
 - 3. Set forth the specific relief requested.
- C. The planning director shall forward the request for appeal to the Planning Commission who shall set the appeal for the next regularly scheduled Planning Commission meeting provided such meeting is scheduled sufficiently in the future to allow for proper notification as required under the Bethel Municipal Code. If the request is received too close to a scheduled Planning Commission meeting that proper notice would not be possible, the Planning Commission shall set the matter for the following meeting.
- D. Written notice of the hearing shall be sent to the applicant and any other interested parties by the planning director.
- E. Prior to the hearing, the planning director shall make copies of the request for relief submitted by the applicant as well as the planning director's decision.
- F. Applicants may supplement the information provided to the Planning Commission by providing additional information previously presented to the planning director. Supplemental information must be provided to the planning director at least ten (10) days prior to the hearing.

Introduced by: Vice Mayor Albertson
Date: April 14, 2015
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- G. During an appeal to the Planning Commission, appellant may not rely on or introduce information that the appellant failed to furnish to the City in support of its initial request.
- H. Before issuing a written decision, the Planning Commission, shall hear from the parties and shall review the facts and documents relating to the claim.
- I. Within thirty (30) days of the hearing, the Planning Decision shall issue a written decision. The decision must include the following statement: "This is the final decision of the Planning Commission. This decision may be appealed to the City Manager. If you appeal, you must file a written notice of appeal with the City Clerk within fourteen (14) calendar days after you receive this decision."
- J. The planning director shall furnish a copy of the Planning Commission's decision to the appellant by certified mail or other method that provides evidence of receipt.
- K. There is no fee for filing a request for relief to the planning director.

16.10.300 Appeals to the City Manager

- A. An applicant may appeal a final decision of the Planning Commission by filing a written request for appeal with the City Clerk within fourteen (14) calendar days after the Planning Commission's decision is sent.
- B. When filing the appeal, the appellant shall:
 - 1. Certify under oath that the appeal is made in good faith;
 - 2. Set forth the pertinent sections of the Bethel Municipal Code and/or state or federal law which the appellant believes were misapplied or misinterpreted by the city;
 - 3. Set forth the specific relief requested.
 - 4. An appeal to the City Manager must be accompanied by a filing fee as set out in the Bethel Fee and Rate Schedule.
- C. If the appeal request does not meet the requirements of subsections (A) and (B) of this section, it shall be denied.
- D. During an appeal under this chapter, the appellant may not rely on or introduce information that the appellant has failed to furnish to the City in support of its initial request.
- E. Before issuing a written decision, the City Manager, shall review the facts relating to the claim and obtain necessary assistance from legal and other relevant advisors.
- F. The City Manager's decision will be limited to a review of the file and all documents presented and accepted to date. No argument will be heard by the City Manager.
- G. The City Manager shall furnish a copy of their decision to the appellant by certified mail or other method that provides evidence of receipt. The decision must include:
 - 1. A description of the claim;
 - 2. A reference to the pertinent BMC provisions;
 - 3. A statement of the agreed-upon and disputed facts;
 - 4. Findings of fact about the claim;
 - 5. A statement of reasons supporting the decision; and
 - 6. A statement substantially as follows:

Introduced by: Vice Mayor Albertson
Date: April 14, 2015
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Vote:

"This is the final decision of the City Manager. This decision may be appealed to a Hearing Officer. If you appeal, you must file a written notice of appeal with the City Clerk within fourteen (14) calendar days after you receive this decision."

16.10.310 Appeals to the Hearing Officer(s)

- A. An applicant may appeal a final decision of the City Manager by filing a written request for appeal with the City Clerk within fourteen (14) calendar days after the City Manager's decision is sent.
- B. When filing the appeal, the appellant shall:
 - 5. Certify under oath that the appeal is made in good faith;
 - 6. Set forth the pertinent sections of the Bethel Municipal Code and/or state or federal law which the appellant believes were misapplied or misinterpreted by the city;
 - 7. Set forth the specific relief requested.
 - 8. An appeal to the Hearing Officer(s) must be accompanied by a filing fee as set out in the Bethel Fee and Rate Schedule.
- C. If the appeal request does not meet the requirements of subsections (A) and (B) of this section, it shall be denied.
- D. During an appeal under this chapter, the appellant may not rely on or introduce information that the appellant has failed to furnish to the City in support of its initial request.
- E. The hearing officer(s) shall arrange for a prompt hearing and notify the parties, in writing, of the time and place of the hearing. The hearing may be conducted in an informal manner.
- F. The hearing officer(s) may:
 - 1. Hold prehearing conferences to settle, simplify, or identify the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding;
 - 2. Require parties to state their positions concerning the various issues in the proceeding;
 - 3. Require parties to produce for examination those relevant witnesses and documents under their control;
 - 4. Rule on motions and other procedural matters;
 - 5. Regulate the course of the hearing and conduct of the participants;
 - 6. Establish time limits for submission of motions or memoranda;
 - 7. Impose appropriate sanctions against a person who fails to obey an order of the hearing officer, including:
 - a) Prohibiting the person from asserting or opposing designated claims or defenses or introducing designated matters into evidence;
 - b) Excluding all testimony of an unresponsive or evasive witness; and
 - c) Excluding a person from further participation in the hearing;
 - 8. Take official notice of a material fact not appearing in evidence, if the fact is among the traditional matters subject to judicial notice;
 - 9. Administer oaths or affirmations;

Introduced by: Vice Mayor Albertson
Date: April 14, 2015
Public Hearing: April 28, 2015
Public Hearing: May 12, 2015
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10. Exclude witnesses when not testifying.
- G. The parties shall have the right:
 1. To present witnesses and evidence; and
 2. To cross-examine opposing witnesses and rebut evidence.
- H. The hearing will be open to the public.
- I. The hearing shall be recorded. A transcribed record of the hearing shall be made available at cost to the party that requests it.
- J. The hearing officer(s) shall review the City Manager's decision using a preponderance of evidence standard with the burden of proof on the claimant.

16.10.320 Determination after Hearing

- A. The hearing officer(s) decision will be written findings of fact and conclusions of law and will be made within thirty (30) calendar days of the end of the hearing.
- B. The decision shall include a statement substantially as follows:

"This is the final decision of the hearing officer(s). This decision may be appealed to a court. If you appeal, you must commence your lawsuit in the Superior Court for the State of Alaska at Bethel within thirty (30) calendar days after your receipt of this decision."
- C. The hearing officer(s) shall deliver the written decision to the City Clerk who shall serve the written decision on the parties by fax and by mail.
- D. Appeal to Superior Court. An appeal may be made from the written decision of the hearing officer(s) pursuant to the Alaska Rules of Appellate Procedure to the superior court for the state of Alaska at Bethel only.

SECTION 4. Effective Date. This section shall become effective upon passage by the City Council.

ENACTED THIS 12th DAY OF MAY 2015, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Acting City Manager P. Williams
Date: April 28, 2015
Public Hearing: May 12, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 15-11

AN ORDINANCE APPROVING THE DISPOSAL OF CITY PROPERTY IN ACCORDANCE WITH 4.08.030, DISPOSAL OF BUILDING PROPERTY BY LEASE AGREEMENT

WHEREAS, in accordance with BMC 4.08.030 the City Council may dispose any interest in real property which is no longer necessary for municipal purposes;

WHEREAS, BMC 4.08.030(B) further allows the City Council to accept less than current assessed or fair market value to an entity providing a necessary public service;

WHEREAS, in 2013, the Department of Military and Veteran's Affairs (DMVA) donated several buildings to the City;

WHEREAS, one of those buildings, measuring approximately 2000 square feet is currently not being utilized;

WHEREAS, YKHC's Office of Environmental Health and Engineering has requested to lease the vacant building;

WHEREAS, as part of their use of the building, YKHC will improve the warehouse by installing plumbing and heating to the building with the agreement that those improvements will remain a permanent fixture to the building;

WHEREAS, YKHC's Office of Environmental Health and Engineering intends to provide water plant operator training; store critical parts and emergency response equipment for water/sewer systems in the YK Delta and to test a grey water recycling system that may one day decrease the number of hauls needed by the residents of Bethel;

NOW, THEREFORE BE IT ORDAINED, the City Council hereby authorizes the disposal of property by lease agreement, a warehouse building and property, located at Lot 15, Block 7, Bethel Town site, designated as Municipal Reserve on official townsite plat, United States Survey 3230-A and 3230-B.

Introduced by: Acting City Manager P. Williams
Date: April 28, 2015
Public Hearing: May 12, 2015
Action:
Vote:

SECTION 1. CLASSIFICATION. This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

SECTION 2. AUTHORIZATION. Pursuant to Bethel Municipal Code 04.08.030 Disposal of Real Property.

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective upon the passage by the Bethel City Council.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS 12th DAY OF MAY 2015, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL COMMERCIAL LEASE

This LEASE is made on May _____, 2015 by and between the City of Bethel (“City”) and Yukon Kuskokwim Health Corporation, an Alaska non-profit corporation (“Lessee”) whose address is PO Box 528, Bethel, Alaska 99559.

City has agreed to Lease to Lessee a warehouse building more specifically described below in Paragraph 1.

**ARTICLE 1
LEASED PREMISES AND TERM**

1.01 Leased Premises. A building, a photo of which is attached hereto as Attachment A, which is located on the following land owned by the City of Bethel: Lot 15, Block 7, BETHEL TOWNSITE, designated as Municipal Reserve on official townsite plat, United States Survey 3230-A and 3230-B. (“Leased Premises”).

1.02 Improvements Owned by City. The following described improvements (“City’s Improvements”) are situated on and are part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the City:

Warehouse Building measuring approximately 2000 square feet.

1.03 Lease Term. This Lease shall be and continue in full force and effect for a term of Ten (10) years commencing on July 1, 2015 and terminating on June 20, 2024 unless earlier terminated in accordance with the terms of this Lease.

1.04 Use of Leased Premises. Lessee’s use of the Leased Premises will be limited to the following: (1) Providing water plant operator training; (2) storage of critical spare parts and emergency response equipment for water/sewer systems in the YK Delta; (3) testing of grey water recycling systems; and (4) other services clearly related to the specified uses.

**ARTICLE 2
RENT**

2.01 Rent. Lessee shall pay to City, without deduction and without notice or demand, Three Hundred Fifty Dollars (\$350.00) per month on or before the 1st day of each month during the Lease Term. City reserves the right to increase the rent from time to time but no more than once annually. City shall give notice of intent to increase at least ninety (90) days prior to July 1st of each year. City agrees not to increase the rent for the first five (5) years of the tenancy.

2.02 Consideration for Reduced Rent. Lessee, in exchange for rent at below fair market value, agrees to: (1) allow City employees to attend the water plant operator training as space allows; (2) share spare parts when appropriate, and (3) share and use the information and technology learned from the grey water recycling testing to potentially decrease hauled needs in the future.

**ARTICLE 3
QUIET ENJOYMENT**

Upon timely payment by Lessee of all rent and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all of its covenants contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by City or anyone lawfully claiming by, through, or under it.

**ARTICLE 4
LESSEE'S COVENANTS**

4.01 Improvements. Lessee may make improvements to the Leased Premises only with the advance written permission of the City. Prior to commencement of any structural work or improvement to the Leased Premises, Lessee shall submit to the City, for its approval, a complete set of construction plans and specifications for said improvements. If approved, such approval shall be in writing within thirty (30) days following the request. Upon this approval, Lessee shall comply with all local, state and federal laws and shall be completed at the sole cost and expense of Lessee. If the City does not approve of the plans, the City shall notify the Lessee, in writing, within thirty (30) days from the request and shall state its reasons for not approving said request. The City assumes no liability or responsibility for the plans and specifications which it approves. Approval of plans and specifications by the City also does not constitute liability for the City for any defect in any structure or improvements constructed from such plans or specifications.

UPON THE EXPIRATION OR TERMINATION OF THIS LEASE, OR ANY EXTENDED TERM, ALL FIXTURES INSTALLED OR IMPROVEMENTS MADE BY TENANT IN, ON OR ABOUT THE LEASED PREMISES SHALL BECOME THE PROPERTY OF THE CITY.

4.05 Observance of Laws.

- A. Lessee, at all times during the Lease Term, at its own expense, and with all due diligence, shall observe and comply with all laws, ordinances, rules and regulations which are now in effect or may later be adopted by any governmental agency, and which may be applicable to the Leased Premises or any improvement on it or any use of it, and shall promptly furnish such evidence of compliance with such laws, ordinances, rules and regulations as City may request from time to time.
- B. In furtherance, and not in limitation, Lessee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee, at its own expense, must clean and restore the Leased Premises to the satisfaction of the City and any governmental body or court having jurisdiction of the matter. However, Lessee shall not be responsible for the clean-up or

restoration of the Leased Premises resulting from any discharge, leakage, spillage, emission or pollution to the Leased Premises from surrounding or adjacent premises unless Lessee's actions caused in whole or in part such discharge, leakage, spillage, emission, or pollution, in which case Lessee shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Lessee.

- C. City warrants that at the time of this Lease Agreement, City is not aware of any hazardous or toxic materials on the land.
- D. Lessee agrees to hold City harmless against all liability, cost and expense (including without limitation, any fines, clean-up costs, judgments, litigation costs, and attorneys' fees) incurred by or levied against City as a result of Lessee's breach of this Lease.

4.06 Inspection and Repair by City. Lessee shall repair, maintain and make good all conditions required under the provisions of this Lease to be repaired or maintained within five (5) working days from the date of written notice from City with regard to removal of trash or debris, landscape or yard maintenance, snow removal or cleaning, and thirty (30) days from the date of written notice from City with regard to all other matters. If Lessee refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of the City after written demand, then City, without prejudice to any other right or remedy it has under this Lease or otherwise, may perform such maintenance work or make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's property or Lessee's business by reason of the work or repairs. Upon completion of any such repair or maintenance, and no later than ten (10) days after presentation of a bill therefore, Lessee shall pay as additional rent City's actual costs for making such repairs or performing such maintenance. However, Lessee shall not be responsible for the replacement or repair of any street lights that may illuminate the Premises.

4.07 Waste and Wrongful Use. Lessee shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.

4.09 Liens. Lessee shall not commit or suffer any act or neglect whereby the Leased Premises or the interest of City or Lessee therein at any time during the Lease Term may become subject to any attachment, execution lien, charge, or other encumbrance, and shall defend, indemnify and hold City harmless against all losses, costs, and expenses, including reasonable attorney's fees, paid or incurred by City in connection therewith.

4.10 Indemnification.

- A. Lessee shall indemnify, defend and hold City harmless from and against any and all claims arising from (1) Lessee's use of the Leased Premises, or from the conduct of Lessee's business, or from any activity, work or things done, permitted or suffered by Lessee in or about the Leased Premises; (2) any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease; (3) any negligence of Lessee, or any of Lessee's agents, contractors, customers or employees, or any person claiming by, through or under Lessee; and (4) any accident on or in connection with the Leased Premises, or any fire thereon, or any nuisance made or

suffered thereon when and to the extent such claim arises from the negligence of Lessee. Lessee, upon notice from City, shall defend any of the above described claims at Lessee's expense. Lessee, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises. However, this section does not require Lessee to indemnify, defend and hold harmless City from and against any portion of a claim to the extent that portion of the claim is caused by City's negligence, or the negligence of City's agents, contractors or employees arising from City's activities on the Leased Premises. City shall indemnify, defend, and hold harmless Lessee from and against any portion of a claim to the extent that portion of the claim is caused by City's negligence, or the negligence of City's agents, contractors or employees arising from City's activities on the Leased Premises.

- B. Lessee acknowledges that before entering into this Lease it has fully inspected or been provided with an opportunity to fully inspect the Leased Premises and all documents in the possession of City relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Lessee further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Lessee is as knowledgeable about the physical condition of the Leased Premises as City, and on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Lessee.

4.11 Costs and Expenses of City. Lessee shall forthwith pay to City all costs and expenses, including reasonable attorney's fees, which are (1) paid or incurred by City but are required to be paid by Lessee under any provision of this Lease; (2) paid or incurred by City in enforcing any covenant of Lessee contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, taxes, assessments, or rates; (3) incurred by City in reviewing any matter for which City's approval is sought and in processing such approval under this Lease; or (4) incurred by City in connection with any other action in any respect related to this Lease, the Leased Premises, or Lessee's actions or omissions and the Leased Premises, other than a condemnation action filed by or against Lessee, to and in which City is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Lease shall include but not be limited to all of City's out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided herein, all costs and expenses of City shall be payable by Lessee to City forthwith after mailing or personal delivery of statements therefore to Lessee. Such obligations and interest shall constitute additional rents.

4.12 Surrender of Leased Premises and Improvements. Upon the expiration or termination (including termination resulting from Lessee's breach) of this Lease, Lessee, without further notice, shall vacate the Leased Premises and return it to City in reasonably the same conditions as when received, or as amended by approved additions.

4.13 Use and Restrictions. Lessee shall continuously operate a facility available to the general public or which provides a public service. Lessee shall not cease operations on the Leased Premises without prior written notice to the City. If the Leased Premises are not used or remain

vacant for a period exceeding ninety (90) days, the leasehold interest shall revert back to City and terminate in accordance with Article 8 of this Lease.

4.15 Utility Services. City shall arrange for its' own utility services and bear all costs for utilities.

4.16 Discrimination Prohibited. Lessee will not discriminate in allowing access to and use of the Leased Premises on the grounds of race, color, religion, national origin, ancestry, marital status, disability, gender, sex, sexual orientation or other legally protected status.

ARTICLE 5 INSURANCE

5.01 Liability Insurance. During the entire Lease Term, and during any holdover thereafter, whether or not authorized by City, Lessee shall keep in full force and effect, a policy or policies of general liability and property damage insurance which satisfies the coverage requirements set by City with respect to the Leased Premises and the business operated by Lessee in which the limit of bodily injury, death, and property damage liability shall be not less than ONE MILLION DOLLARS per occurrence and not less than TWO MILLION DOLLARS in the aggregate, or such higher limits as City may specify; provided, however, that no such limit shall in any way limit Lessee's liability or be construed as a representation of sufficiency to fully protect Lessee or City. The policy or policies purchased pursuant to this paragraph shall name the Lessee as an insured and the City as an additional insured with respect to the Leased Premises and the business operated by Lessee on the Leased Premises. A copy of each policy shall be provided to City within three (3) days of the date this Lease is entered into.

5.02 Policy Provisions: Each policy of comprehensive general liability described above shall:

- A. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff; counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for City, for any person claiming by, through or under City.
- B. Contain no provision relieving the insurer from liability for loss occurring while the hazard to the building and other improvements is increased, whether or not within the knowledge of control of; or because of any breach of warranty or condition or any other act or neglect by City, or any person claiming by, through or under City.
- C. Provide that such policy may not be canceled, whether or not requested by Lessee, unless the insurer first gives not less than thirty (30) days prior written notice thereof to City.
- D. Contain a waiver by the insurer of any right to subrogation to any right of City or Lessee against either of them or against any person claiming by either of them.

**ARTICLE 6
EMINENT DOMAIN**

6.01 Permanent Taking.

- A. In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or the determination of the City that all or materially all of the Leased Premises is necessary for a public purpose, this Lease shall terminate on the earlier of vesting of title in, or the taking of possession by the condemner, or the written determination of the City.
- B. If less than materially all of the Leased Premises are taken or if the City determines that it needs less than materially all of the Leased Premises for a public purpose (herein called a "partial taking"), this Lease shall continue in effect except as to the portion so taken or condemned, but the rent to be paid by Lessee shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

6.02 Disposition of Proceeds. City is entitled to all proceeds of condemnation except those proceeds specifically allocated for Lessee's improvements.

6.03 Temporary Taking. If the whole or any part of the Leased Premises or of Lessee's interest under this Lease is taken by any competent authority for its temporary use or occupancy, this Lease shall not terminate by reason thereof and Lessee shall continue to pay all rental payments and other charges payable by Lessee hereunder and to perform all other terms, covenants, and conditions contained herein, except to the extent Lessee is prevented from so doing by the terms of the order of the taking authority. In the event of a temporary taking, Lessee shall be entitled to receive the entire amount of the award and shall be obligated, at its sole expense, to restore the Leased Premises as nearly as may be reasonably possible to the condition in which they existed immediately prior to such taking; provided, however, that if the period of temporary use or occupancy extends beyond the expiration of the Lease Term, the award shall be apportioned between City and Lessee as of said date of expiration, after City shall have received the entire portion of the award attributable to physical damage to the Leased Premises and any improvements thereon and to the restoration thereof to the condition existing immediately prior to the taking or condemnation.

**ARTICLE 7
ASSIGNMENTS AND MORTGAGES**

7.01 City's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Leased Premises without City's prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

ARTICLE 8
TERMINATION, DEFAULT AND DEFEASANCE

8.01 Event of Default: Each of the following events shall be a default by Lessee and a breach of this Lease:

- A. Failure to Continuously Operate a Facility for the General Public. Failure to continuously operate a facility that is available to the general public or specific members of the general public. To be available to the general public does not require that all members of the general public be admitted, only that there be no discrimination in admission based on race, gender, sexual orientation, age or sex. Additionally, continuously operate shall be defined as open and operating regularly scheduled days and hours with no more than ninety (90) calendar days closure during any calendar year.
- B. Failure to Perform Covenants. Abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee or to perform as required or conditioned by any other covenant or condition of this Lease.
- C. Appointment of Receiver. The appointment of a receiver or trustee to take possession of the Leased Premises or improvements or of the Lessee's interest in the leasehold estate or of Lessee's operation on the Leased Premises for any reason, including but not limited to, assignment of benefit of creditors, but not including receivership pursuant to administration of the estate of any deceased or incompetent Lessee.

8.02 Notice and Right to Cure.

- A. Notices. As a precondition to pursuing any remedy for an alleged default by Lessee, City shall, before pursuing any remedy, give notice of default to Lessee.
- B. Method of Giving Notice: City shall give notice of default by either personal service or by first class mail.
- C. Lessee's Right to Cure Default(s): Lessee shall promptly and diligently cure the default and shall have thirty (30) days after notice is given to complete the cure.

8.03 Non-Waiver: Acceptance by City of any rents shall not be deemed to be a waiver by it of any breach by Lessee of any of its covenants contained in this Lease or of the right of City to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by City of any breach by Lessee shall not be deemed to be a waiver of the right of City to declare forfeiture for any other breach or of any other covenant.

8.04 Right of City to Protect Against Default: If Lessee fails to observe or perform any of its covenants contained herein, City, at any time thereafter and with seven (7) days notice, or in the case of a situation deemed by City to constitute an emergency, without notice, shall have the right but not the obligation to observe or perform such covenant for the account and at the expense of Lessee, and shall not be liable to Lessee or anyone claiming by, through, or under it for any loss or damage by reason thereof to the occupancy, business, or property of

any of them. All costs and expenses paid or incurred by City in observing or performing such covenant shall constitute additional rents, which Lessee shall forthwith pay to City upon statements therefore.

8.05 City's Remedies: If any default by Lessee shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default, City has the following remedies in addition to all other rights and remedies provided by law or equity or other provisions of this Lease, to which City may resort cumulatively or in the alternative. The election of one remedy for any one default shall not foreclose an election of any other remedy for another default or for the same default at a later time.

A. Termination in the Event of Default: City may, at City's election, terminate this Lease in the event of default by giving Lessee notice of termination. On the giving of the notice, all Lessees' rights in the Leased Premises shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Leased Premises and all Improvements not required to be removed, and City may re-enter and take possession of the Leased Premises and all remaining improvements. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to City or from any claim for damages previously accrued or accruing against Lessee, or any other relief available to City.

B. Recovery of Rent: City shall be entitled, at City's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of fifteen (15%) percent from the due date of each installment.

C. Lessee's Personal Property: City may, if Lessee fails to remove personal property within the time allowed above, use Lessee's personal property, Lessee's trade fixtures on the Leased Premises, or any of such property without liability for use or damage, or store them at the sole risk and cost to Lessee.

D. Damages: City shall also be entitled, at City's election, to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination and the time the Leased premises are relet; (2) the amount, if any, by which the rent under this Lease exceeds the rent under any subsequent Lease upon reletting calculated over the Lease Term; and (3) all administrative, marketing, maintenance, repair, cleaning and similar costs incurred by City.

8.06 Application of Sums Collected by City: City shall apply all proceeds of reletting as follows: first, to the payment of reasonable expenses (including attorney's fees and broker's commissions or both) paid or incurred by or on behalf of City. Second, in recovering possession, placing the Leased Premises and improvements in good condition, and preparing or altering the Leased Premises or improvements for reletting. Third, to the reasonable expenses of securing new lessees. Fourth, to the fulfillment of Lessee's covenants to the end of the Lease term; and finally, to City's uses and purposes.

8.07 Costs: In the event Lessee shall be in default in the performance of any of its obligations under this Lease, and City takes any action to enforce this Lease, including, but not limited

to, court action, Lessee shall pay City all the expenses incurred by City in taking such action including full and reasonable attorney's fees.

**ARTICLE 9
GENERAL PROVISIONS**

9.01 City's Right to Entry, Inspection and Repair: City may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Lessee or its authorized representative, after giving twenty-four (24) hours advance notice to Lessee of such inspection. City shall take every step possible to not enter without the presence and consent of Lessee except in an emergency or upon agreement by Lessee, such agreement not to be unreasonably withheld or refused. In the event of an emergency, City may enter and inspect the Leased Premises on reasonable notice to Lessee (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Lessee, as may be necessary to avert or terminate the emergency. An emergency is any action, event or condition, either extant or imminent, that threatens significant damage to property or injury to persons on or near the Leased Premises, and includes, but is not limited to, flood, fire, explosion, uncontrolled dangerous discharge or release of water or fluids, or the unauthorized or illegal placement of hazardous or toxic materials on Leased Premises. The provisions of this paragraph apply to City solely in its capacity as Lessor hereunder and not in any other capacity.

9.02 Notices. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by mail to the respective parties as follows:

To City:

City of Bethel
Attn: City Manager
P.O. Box 1388
Bethel, Alaska 99559

AND

City of Bethel
Attn: City Attorney
PO Box 1388
Bethel AK 99559

To Lessee:

Yukon Kuskokwim Health Corporation
Attn: _____, Contracting Manager
PO Box 528
Bethel AK 99559-0528

9.03 Covenants and Conditions. Every provision in this Lease which imposes an obligation upon Lessee or invests an option, power, or right in City shall be deemed to be a covenant of Lessee in favor of City, and the time of observance and performance by Lessee of each such covenant shall be of the essence. Full and faithful observance and performance by Lessee of each of its covenants contained in this Lease shall be a condition of this Lease.

9.04 Integration and Amendments. Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of City and Lessee with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. No amendment or other modification of the provisions of this Lease shall be effective unless incorporated in a written instrument duly executed and acknowledged by City and Lessee.

9.05 Survival and Severability: If any provision of this Lease shall be deemed to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, other than at the initiative or with the support of City, within thirty (30) days of receipt of written notice of such holding, City shall have the right and option, exercisable by written notice thereof to Lessee, to terminate this Lease effective as of the date of such written notice of exercise. It is understood and agreed that otherwise this Lease, except for such provision so held to be void or otherwise unenforceable, shall remain in full force and effect.

9.06 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of City and Lessee and their respective successors and assigns. The designations "City" and "Lessee" include their respective successors and assigns and shall be so construed that the use of the singular includes the plural number, and vice versa, and the use of any gender include the other genders. If at any time during the Lease Term Lessee is more than one person or entity, including persons who are partners and operate Lessee as a partnership, their liability thereunder shall be joint and several.

9.07 City's Authority to Convey Fee Title. City retains the absolute and unconditional right to convey fee title in the Leased Premises or an interest or estate therein, subject to this Lease and the interest of any Qualified Mortgagee.

9.08 Lessee's Authority to Execute Lease. The Lessee represents that the person signing this Lease on its behalf has been duly authorized by Lessee's Board of Directors to sign this Lease on behalf of the Lessee.

9.09 Captions: The captions of the paragraphs are for convenience only, are not operative, and neither limit nor amplify in any way the provisions hereof.

9.10 Execution and Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

9.11 Governing Law/Construction: This Lease shall be construed and governed by the laws of the State of Alaska. This Lease was negotiated between the parties and shall not be strictly construed against either party. In the event that a question, dispute, or requirements for interpretation or construction shall arise with respect to this Lease, jurisdiction and venue shall lie exclusively with the Bethel Court in the Fourth Judicial District at Bethel, Alaska.

9.12 Waiver of Sovereign Immunity and/or Federal Torts Claim Act. Lessee expressly waives, relinquishes, and promises not to assert as a defense its sovereign immunity, Federal Torts Claims Act or any other form of immunity for the purpose of enforcing this Lease. Lessee's relinquishment and waiver herein is limited to the sole purpose set forth in the preceding sentence.

IN WITNESS WHEREOF, City and Lessee have duly executed and acknowledged this Lease.

DATED: _____

CITY OF BETHEL - CITY

BY: _____
Ann K. Capela, City Manager

DATED: _____

LESSEE – YUKON KUSKOWKIM
HEALTH CORPORATION

BY: _____
Dan Winkleman, CEO

CITY OF BETHEL, ALASKA

Ordinance #15-12

AN ORDINANCE AMENDING THE CITY OF BETHEL TERMINAL TARIFF #004, NAMING RATES RULES AND REGULATION FOR TERMINAL SERVICES AT THE PORT OF BETHEL ALASKA

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska:

SECTION 1. Classification. This ordinance is of a non-permanent nature and shall not become a part of the Bethel Municipal Code.

SECTION 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

SECTION 3. Amending Section 2, Item Number 201 of the Bethel Terminal Tariff #4: (new language is underlined.)

(i) HAUL OUTS

(1) When a vessel is hauled out of the water and placed partially or completely upon any Port facility, including, but not limited to, the City Dock and Beach #1, during June 1 and October 15 of each year, the vessel will be charged a daily dockage rate for the length of the vessel unless:

- a) The owner or authorized representative for the vessel submits a completed Property Storage Request; and
- b) The Property Storage Request is approved, in writing, by the Port Director; and

c) The vessel is parked only in one of the two (2) designated storage areas.
(2) Vessels that do not follow all three conditions or that are returned to the water, however briefly, will incur dockage fees and charges as set out in the Bethel Tariff.

(3) Upon an advanced written showing of significant need, the Port Director may authorize, in writing, storage at a different location. Such authorizations are not guaranteed, even when boats are inoperable and unable to easily move to the designated areas.

SECTION 4. Effective Date. This ordinance shall become effective June 1, 2015.

ENACTED THIS 12th DAY OF MAY 2015, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Introduced by: Acting City Manager P. Williams

Date: April 28, 2015

Public Hearing: May 12, 2015

Action:

Vote:

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

New Business

Action:
 Vote:

CITY OF BETHEL, ALASKA
ORDINANCE #14-14 (I)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2015 Budget

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2015, July 1, 2014 to June 30, 2015.

Section 2. The following is a summary of the changes by fund and department:

Budget Modification

PLANNING DEPARTMENT

	Increases	
10-54-649	OTHER PROFESSIONAL FEES	21,750
	Total Increases	21,750
	Decreases	
10-54-501	SALARIES	(21,750)
	Total Decreases	(21,750)
TOTAL	Net Change to Appropriations	0

Budget Modification

FIRE DEPARTMENT

	Increases	
10-60-502	FLSA Overtime	10,000
10-60-508	LEAVE CASHOUT	39,000
	Total Increases	49,000
	Decreases	
10-60-501	Salaries	(49,000)
	Total Decreases	(49,000)
TOTAL	Net Change to Appropriations	0

	TOTAL CHANGE APPROPRIATIONS	
		Total Increases
		0
		Total Decreases
		0
	Cumulative Change to Revenues	0

TOTAL CHANGE TO OVERALL CITY BUDGET

	<i>Change to Revenues Increase/(Decrease)</i>	0
	<i>Change to Appropriations Increase/(Decrease)</i>	0
	These changes INCREASE ↑ the overall expenditures/expenses of the City by	0

Section 3. Effective Date. This ordinance becomes effective immediately upon adoption.

PASSED AND APPROVED THIS ___ DAY OF -----BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk



CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

Memorandum

To: Ann K. Capela, City Manager
From: Hansel L Mathlaw, Finance Director
Cc: City Council
Date: May 4, 2015
Re: Justifications for Budget Modification Request

Listed below is an explanation for the budget modification requested in Ordinance 14-14(i)

The budget modification contains two requests: 1) The Planning Services and 2) Fire Department.

PLANNING SERVICES

The city has been without a Planning Director since February 24, 2015. The position has been advertised and has been difficult to fill.

The budget modification is to temporarily hire a firm to perform the duties of PLANNING until a permanent Planning Director has been hired. The estimated cost for FY15 is \$21,750 and for FY16 is \$39,420. The total amounts to \$61,170.

The budget modification is an estimated through the end of the Fiscal Year 2015, June 30, 2015.

FIRE DEPARTMENT

The budget modification is to cover the costs of the Leave Cashout of the retired fire chief AND any estimated remaining FY15 LEAVE CASHOUT.

City of Bethel Action Memorandum

Action Memorandum No.	15-16		
Date Action Introduced:	May 12, 2015	Introduced by:	Council Member Maczynski
Date Action Taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Direct Administration to work with other agencies within the community to establish a plan of action to help prevent and bring awareness to heroin and other emerging illicit drug use.

Route to Department/Individual	Initials	Remarks
City Manager Capela		
City Attorney Burley		
Chief of Police Achee		
Fire Chief Howell		
Parks and Recreation Director Sargent		

Attachment(s): None

Fiscal Impact Amount	Description	Account information
(?)	Staff time is the only fiscal commitment at this point.	Police, Fire, Administration and Parks and Recreation

Summary statement

To get in front of the issue of Heroin and other illicit drugs taking over the lives of people within this community, we as an organization with the needed support of others need to establish prevention as a priority.

Some strategies that may be considered as a focus:

- Develop middle and high school peer support groups.
- Develop ability for anonymous reporting of drug.
- Provide anti-drug education in middle school and high school.
- Disseminate information to community members on how to obtain help.
- Educate community members about what to look for to determine drug use and sales to include how and where to report.

This is a commitment the entire community must engage in for the effects of the prevention to take hold. The City of Bethel is a small piece of a large but very well connected region. By making drug prevention a priority to other organizations the message can be better disseminated and the goal better accomplished.

City of Bethel Action Memorandum

Action Memorandum No.	15-16		
Date Action Introduced:	May 12, 2015	Introduced by:	Council Member Maczynski
Date Action Taken:		<input checked="" type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
Confirmed by:			

By working with other organizations it is the goal to develop a coordinated, comprehensive community plan inclusive of strategies to prevent the abuse of heroin in the community of Bethel and ideally the region.

Administration may want to consider working with the Lower Kuskokwim School District, Alaska State Troopers, Department of Corrections, Yukon Kuskokwim Health Corporation, Alaska Village Council Presidents, Orutsararmuit Native Council, Public Health Nursing, Cooperative Extension Service – 4H and the University of Alaska.

It is not the intent of this action for this to become a city committee, just a means to collaboratively work with other agencies to reach a common goal; protecting the people.

City of Bethel Action Memorandum

Action memorandum No.	15-17		
Date action introduced:	05-12-2015	Introduced by:	City Manager Capela
Date action taken:		<input checked="" type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Direct the City Manager to enter into a marine transportation contract with Alaska Marine Services

Route to:	Department/Individual:	Initials:	Remarks:
X	Port		
X	Finance		
X	City Manager, Capela		
X	City Attorney, Burley		

Amount of fiscal impact		Account information:
	No fiscal impact	
Variable, based on shipping needs	Funds are budgeted for.	Variable, based on department needs
	Funds are not budgeted. Budget modification is required. Affected account number:	

Summary:

This contract would be for shipping services via barge from either Seattle or Anchorage to Bethel. The goal was to RFP in advance of the barge season in order to lock in the lowest possible rates. Use of barge services for transporting freight is a large cost saver to the City and by locking in prices based on competition; the City can save even more. Numerous departments in the City anticipate needing barge services in order to secure needed materials. Funds for shipping have been budgeted for by these departments.

Mayor's Report

Bethel City Council

Office of the City Manager

Manager's Report



MEMORANDUM

From: Ann K. Capela, City Manager

To: Mayor, Vice-Mayor and Council

Cc: Lori Strickler, Patty Burley

Date: April 7, 2015

Re: City Manager's Report

1. **DRAFT FY 2015/16** – was provided to City Council in accordance to the BMC. The budget is a financial “planning tool” that becomes the City’s appropriation and spending mechanism until such time as Council amends the budget by approving a budget variance. While approving a “line item budget” gives City Council a “closer look”, it requires a budget ordinance to adjust the budget for unforeseen expenditures. Currently, the City Manager has the authority to approve budget transfers (variance) in line items up to \$5,000. I am not aware if the City ever had a “program budget”. A program budget allows a transfer of funds within line items only within a specific fund (program). Program budget is similar to line item budget and it does not allow transfer of funds from salaries to purchase services or equipment (stuff). I will do some further research on giving Council some options in the next budget cycle.
2. **Water production** - PW Director has requested one more additional water filter for FY 2015/16 which will be added to the budget during the budget process. The City is in need of 2 water filters which may total close to \$240,000. Public Works Director reported that these filters should be changed every 5 years and currently the City has not replaced these filters in the last 15 years. Replacement of these water filters will reduce the need for maintenance and flushing the system. This will further the financial strain on the General Fund.
3. **General Liability Insurance** – Currently the City is insured through the APEI (Alaska Public Entity) and the Broker of record is Doug Brown. The insurance is up for renewal beginning July 1, 2015. The City Finance Director is in the process of issuing an RFP for broker services for the general liability insurance.
4. **Employee Health Care Insurance** – While the City Finance Director is in the process of issuing an RFP for employee health care insurance, this matter will take some time to sort out. I have received quotes from the current broker from AETNA for \$3,456 per employee and Premera Blue Cross for \$2,749 per employee and the self funded is currently at \$2,054 (should be at \$2,218 to fund the deficit) per employee. None of the quotes take into consideration the increase in monthly premium to fund the

current employee health care deficit. Administration will be looking at several solutions since there is not a single solution that will bring the cost of employee health care down immediately.

5. City owned vehicle policy and employee “take-home vehicles” – Attached is a list of vehicles with notes as to allocation of the vehicles by Department. The employee “take-home” vehicles are listed for Department Heads only with PD Lt. and FD Captain. The PW list is attached. Police Chief Achee informed me that take-home vehicles for PD is for supervisors on duty.
6. At the last Council meeting, Councilman Springer asked how often the City updates its list of insured vehicles with APEI. The last submittal of changes was given to APEI in February of 2015 and is handled by the Finance Department. APEI has the City’s updated list and the City’s insurance premium is an annual premium thus it would not change monthly but the City can add or take off vehicles during the year.
7. Council requested a plan for collection of taxes and a plan for some of the non-paying businesses. This task was taken on by the Finance Director and his report is attached.
8. Staff office moves – (a) as you may have noted the HR Manager was re-located to the former “copy room” with more space and she was able to consolidate all the HR records under one roof, (b) tax collection (Doug Hoffman) has been moved to a larger office and all tax collection records are under one roof. The physical moves should provide Administration with some indication as to the need of further staff reallocation. The Grants Manager will be part of the Finance Department which will allow the City to gain closer oversight and close the “financial loop” on the administration of grants. The City has several large grants that need more attention and work from financial management and reporting.
9. The City is close to finishing up negotiation with U of A to manage all 4H programs while the City will retain management of Parks and Recreation programs. The plan is to have the parks maintenance report to PW Maintenance Supervisor since that is already the case in real day to day operations. This negotiations includes the transfer of 4H program aids to the U of A with the City’s financial contributions and City’s use of space for 4H activities. The goal is to have U of A responsible for programs and the City will provide the facilities.

The City of Bethel
Total Plan Cost - Claims and Fixed Costs by Month
April 1, 2014 - March 31, 2015

MONTH	ADMIN FEE	X LOSS PREMIUM	MEDICAL CLAIMS	RX CLAIMS	DENTAL CLAIMS	VISION CLAIMS	TOTAL CLAIMS	TOTAL COST	# OF EMPLOYEES	AVERAGE COST PER EMPLOYEE
April 2014	3,402.08	44,672.73	89,976.59	6,478.94	8,642.41	732.61	259,998.81	153,905.36	99	1,554.60
May 2014	3,105.00	39,051.41	126,378.21	11,660.63	14,563.79	1,565.63	154,168.26	196,324.67	90	2,181.39
June 2014	2,129.43	27,645.59	214,025.42	5,951.74	4,067.90	2,957.83	227,002.89	256,777.91	87	2,951.47
July 2014	2,890.45	36,893.55	53,381.48	9,043.52	2,114.53	1,100.50	65,640.03	105,424.03	89	1,184.54
Aug 2014	2,996.89	38,134.08	358,566.01	10,242.47	7,438.55	2,364.83	378,611.86	419,742.83	89	4,716.21
Sept 2014	2,966.54	37,925.87	105,323.95	11,367.32	3,119.26	1,914.94	121,725.47	162,617.88	90	1,806.87
Oct 2014	2,996.89	38,134.08	110,994.12	8,344.58	4,828.08	2,608.82	126,775.60	167,906.57	88	1,908.03
Nov 2014	2,814.79	37,192.68	171,800.50	8,175.74	3,095.40	1,396.03	184,467.67	224,475.14	91	2,466.76
Dec 2014	3,148.64	39,790.85	134,664.36	13,468.97	5,684.16	1,472.68	155,290.17	198,229.66	93	2,131.50
Jan 2015	3,148.64	40,098.71	217,072.92	6,762.73	6,757.92	1,373.50	231,967.07	275,214.42	95	2,896.99
Feb 2015	6,357.98	80,613.84	153,969.75	12,272.44	4,371.97	1,347.48	171,961.64	258,933.46	96	2,697.22
March 2015	3,133.25	40,098.71	64,028.68	11,650.45	2,727.39	2,826.16	81,232.68	124,464.64	96	1,296.51
TOTAL	\$39,090.58	\$500,252.10	\$1,800,181.99	\$115,419.53	\$67,411.36	\$21,661.01	\$2,004,673.89	\$2,544,016.57	1,103	\$2,306.45

Total Cost	2,544,016.57
Less Expected ISL Recoveries	640,610.21
Actual Plan Costs	1,903,406.36
Actual Cost Per EE/Month	1,725.66

David Frazier and Associates
Insurance Brokers and Consultants
520 E 34th Avenue Suite 305
Anchorage AK 99503
Toll Free 800-883-1169

Note: Group Life LTD Premium Not Included



AKC - MAR 2014 LIS

City of Bethel
Auto Schedule
Policy Year 2014/2015

Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Insured Value	Auto Phys Damg Deductible
0832 XYE945	2014	International	Sander Work Star		1HTWGAZR3EH769147		Yes	110,835	500
0831 XYE946	2014	International	Sander Work Star		1HTWGAZR3H790712		Yes	136,610	500
0243 XYE943	2013	Ford	Explorer		x 1FMSK8AR5EGA04129	<i>PD - LVAAR</i>	Yes	29,224	500
0244 XYE942	2013	Ford	Explorer		1FMSK8AR1EGA04130	<i>PD</i>	Yes	29,224	500
0701 XYE909	2013	Mack	Garbage Truck	Garbage Truck	1M2AV02C7DM009737		Yes	223,580	500
0126 XYE944	2013	Ford	F150	Pickup	1FTMF1EM6DKF26757	<i>PAUL</i>	Yes	21,633	500
0122 XYE920	2012	Ford	F250 Pickup	Pickup	1FTBF2B6XCEC69019	<i>STAR</i>	Yes	20,703	500
0223 XYE914	2012	Ford	Escape U9C	Police Vehicle	1FMCU9C78CKA10052	<i>PD</i>	Yes	18,547	500
0221 XYE916	2012	Ford	Escape XLS	lice Vehicle	1FMCU9C75CKA10204	<i>ANN</i>	Yes	18,817	500
0222 XYE915	2012	Ford	Escape XLS	Police Vehicle	1FMCU9C71GKA10202	<i>PD</i>	Yes	18,817	500
0140 XYE928	2012	Ford	F150 Crew Cab	Pickup	1FTFW1EF4CKE37780	<i>T.T.</i>	Yes	25,725	500
0139 XYE925	2012	Ford	F150 Crew Cab	Pickup	1FTFW1EF8CKE37782	<i>PETE</i>	Yes	27,468	500
<i>141</i>	2012	Ford	F150 Regular Cab	Pickup	1FTMF1EM0CKE37779	<i>GARY PD</i>	Yes	19,586	500
0830 XYE926	2012	Ford	F250 Regular Cab Super Duty	Pickup	1FTBF2B66CEC69020	<i>FLEMING</i>	Yes	20,703	500
0143 XYE923	2012	Ford	F250 Regular Cab Super Duty	Pickup	1FTBF2B68CEC69018	<i>BILL A</i>	Yes	20,703	500
XYE911	2012	Haul	Police Command Center Trailer	UT Trailer	16HGB2424CU078317	<i>PD</i>	Yes	34,000	500

Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Insured Value	Auto Phys Damg Deductible
0142 XYE924	2012	Ford	F150 Crew Cab	Pickup	1FTFW1EF6CKE37781	LAKHAN	Yes	25,725	500
0725 XYE503	2010	Sterling	Acterra	Sewer Truck	2FZHCHDJ7AAAN4158		Yes	97,070	500
0727 XYE502	2010	Sterling	Acterra	Sewer Truck	2FZHCHDJ5AAAN4157		Yes	97,070	500
0748 XYC549	2009	Sterling	Acterra	Water Truck	2FZHCHDJ69AAD1395		Yes	175,500	500
0749 XYC869	2009	Sterling	Acterra	Water Truck	2FZHCHDJ89AAD1396		Yes	175,500	500
0191	2009	Dodge	Ram	Pickup	1D3HV18P39S814115	AADABE	Yes	23,976	500
0190	2009	Chevrolet	Van	Van	1GCFH154691177194	PD CSP	Yes	22,817	500
0137 XYC547	2008	Ford	F150	Pickup	1FTRF14W88KC49284	BLDG MAINT	Yes	ANTON 22,000	500
0136 XYC548	2008	Ford	F150	Pickup	1FTRF14W88KD54777	PLANNING	Yes	22,000	500
0242 XYC871	2008	Ford	Expedition	Pickup	1FMFU16528LA82925	PD	Yes	25,530	500
0436 XYD863	2008	Ford	E450	Bus	1FD4E45P38DB17653		Yes	68,694	500
0437 XYC872	2008	Ford	E450	Bus	1FD4E45P18DB17652		Yes	68,694	500
0241 XYC870	2008	Ford	Expedition	Pickup	1FMFU16548LA82926	PD	Yes	25,530	500
238	2007	Ford	F-150		1FTRF14W37NA11680	PD ANIMAL CONTROL		31,030	500
0239 XYC506	2007	Ford	Expedition	SUV	1FMFU16547LA96940	PD	Yes	31,149	500
0240	2007	Ford	Expedition	SUV	1FMFU16587LA96939	PD	Yes	31,149	500
0438 XYC546	2007	Ford	E350 Eldorado	Bus	1FDWE35S66DA15915		Yes	68,000	500
114	2006	Sterling	LT8500		2FZHAWCS07AX30184		No		
0614 3863RP	2006	EZ-Loader	Boat Trailer		1ZEAMSS36A034134		No		
133	2006	GMC	Sierra LEE FOLEY	Heavy Truck (> 20K GVW)	1GTHK23W06F245913	PARKS + REC	No		
134	2006	GMC	Sierra	Heavy Truck > 20K GVW)	1GTHK29UX6E182123	PORT	No		
68	2006	International	7400 SBA 6X4 Dump	ump Truck	1HTWGAAR16J342846		No		

Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Insured Value	Auto Phys Damg Deductible
55	2006	International	7500 SBA 6X4	Heavy Truck (> 20K GVW)	1HTWNAZR56J342844		No		
0724 XYA635	2006	Sterling	LT8500		2FZHAWCS27AX30185		No		
0130 XXZ151	2006	Ford	F-250	Pickup	1FTNF21506EC14332	PIPE MAINT	Yes	22,500	500
129	2006	Ford	F-250	Pickup	1FTNF21526EC14283	PIPE MAINT	Yes	22,500	500
0131 XXZ153	2006	Ford	F-250	P'ckup	1FTNF21526EC15014	WATSON	Yes	22,500	500
249	2006	Ford	F-150	Light Truck	1FTRX14W26KD23437	PD	Yes	21,547	500
69	2006	International	7500 SBA 6X4 Dump	Dump Truck	1HTWNAZR76J342845		No		
0723 XYE904	2004	Sterling	LT8500 Sewer	Heavy Equipment	2FZHAWDC34AM45434		Yes	110,000	500
410 XYA503	2004	Ford	F250	P'ckup	1FTNX21L94EA02344	FD	Yes	43,000	500
0745 XYA832	2004	Ford	Sterling	LT8500	2FZHAWCS64AN41146		Yes	137,011	500
0746 XYA831	2004	Ford	Sterling	LT8500	2FZHAWCS64AN41147		Yes	137,011	500
XYA332	2003	Dodge	Dakota	Pickup	1D7HG32N63S167132	SOLD	Yes	25,000	500
XYA366	2003	Ford	F450	Ambulance	1FDXF47P13EB92006		Yes	190,000	500
100	2003	Ford	Ranger	Pickup	1FTYR10D93PB79135	AUCTION	Yes	3,000	500
225 XXW579	2002	Ford	Explorer	Van, Pass	1FMZU72E32UA81757	PD	Yes	35,000	500
220 XXW587	2002	Ford	Explorer	Van, Pass	1FMZU72E12UA81756	PD RECOMMUNION	Yes	35,000	500
0704 XYE903	2002	Mack	MR690S Garbage	Heavy Equipment	1M2K185C32M009239		Yes	172,000	500
0720 XXW944	2002	Ford	LT8500 Garbage	Heavy Equipment	2FZHAWAK92AJ73285		Yes	127,000	500
0721 XYE917	2002	Ford	LT8500 Garbage	Heavy Equipment	2FZHAWAK72AJ73284		Yes	127,000	500
0729 XXW839	2001	Ford	F250	Pickup	3FTNF21L81MA47641	CLAIM	Yes	13,000	500
0007 XXW821	2001	Ford	137 Excursion	Van, Pass	1FMNU41S61EB25747	PD	Yes	38,000	500
XXW910	2001	Cimline	Cimline Tar Kettle 105D	Heavy Equipment	01-320-320		Yes	60,000	500

Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Insured Value	Auto Phys Damg Deductible
52	2001	Ford	F-250	Heavy Truck (> 20K GVW)	1FTNW21F71EA91890	SFR	No		
0743/XXW233	2000	Ford	Sterling LT8513	Heavy Equipment	2FZXBLAB9YAF69249		Yes	100,000	500
DSA498	1999	Ford	Expedition	Van, Pass	1FMRU1868XLB55085	KINANC	Yes	25,000	500
XXW418	1999	Ford	Ambulance	Heavy Truck	1FDWF37FXEED6977		Yes	150,000	500
0726 XXW145	1999	Ford	F250	Pickup	1FTNF21L5XEC36956	PIPE MAINT	Yes	20,000	500
0719 XXW139	1999	Ford	Sterling LT8513	Heavy Equipment	2FZXMLAB4XAB78891		Yes	90,000	500
	1999	Ford	Ranger	Pickup	1FTYR10C6XTA91728	SOLD	Yes	6,500	500
XXW482	1999	Caulkin	Boat	Trailer	1CXBT171XXS902242		No		
0116 XXZ680	1998	Nissan	Truck	Pickup	1N6DD21Y7WC339848	LANDFILL	Yes	8,000	500
0117 XXZ679	1998	Nissan	Truck	Pickup	1N6DD21Y3WC374595	WTE	Yes	8,000	500
0115 XXZ681	1998	Nissan	Truck	Pickup	1N6DD21Y3WC374189	SOLD	Yes	8,000	500
0118 XXZ678	1998	Nissan	Truck	Pickup	1N6DD21Y5WC337354	CITY-SUB-PUMPS	Yes	8,000	500
215 DIC647	1998	Ford	Explorer	Van, Pass	1FMEU18W9WLA12045	KINANC	Yes	20,000	500
0237 XYB550	1998	Ford	Expedition	SUV	1FMRU18W9WLB54896	IT BO	Yes	15,000	500
0236 XYB551	1998	Ford	Expedition	SUV	1FMRU18W2WLBK5898	TRANSIT	Yes	15,000	500
0098 XYC606	1998	Dodge	R1500 RAM	Pickup	1B7HF16Y1WS642552	PARKS V. REC	Yes	12,000	500
0740 XXV895	1997	Sterling	LT-8513 IN SERVICE 2009	Heavy Truck	1FDZS86EXVVA39946		No		
0739 XXV894	1997	Ford	LN-8000	Heavy Truck	1FDZS86E4VVA35004		No		
0730 XXY346	1997	Ford	F250	Pickup	1FTHF26H1VED18066	PA	Yes	18,000	500
0102 XXY347	1997	Ford	F250	Pickup	1FTHF26HXVED18292	UTILITIES	Yes	18,000	500
0738 XYE907	1997	Ford	Louisville LT-8513	Digger Derrick Truck	1FDZS86E2VVA35003		Yes	85,000	500
0703 XYE902	1997	Mack	MR688S	Heavy Equipment	1M2K195CXVM010057		Yes	125,000	500

Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Insured Value	Auto Phys Damg Deductible
0744 XXZ735	1997	Ford	Louisville	Heavy Truck	1FDZ586E4VVA19658		Yes	117,000	500
0827 XYC607	1996	GMC	Dump Top Kick	Heavy Equipment	1GDT7H4J7TJ505134		Yes	36,000	500
138	1995	GMC	Pickup	Pickup	1GTEC14Z5S2537215	PORT	No		
0737 XYA509	1995	Ford	LT8000	Heavy Truck	1FDZU82E8SVA76893		Yes	75,000	500
XXT696	1994	GMC	Suburban	Van, Pass	1GKFK16K9RJ703725	F.D.	Yes	6,000	500
Jnit 1 XXW36J	1994	Ford	F350	Pickup	2FTHF36H7RGA27041	SFR	Yes	16,562	500
0052 XXT220	1993	Ford	F150	Pickup	2FTEF14Y5PCA25926	WHE SOLD	Yes	20,000	500
0716 XXT695	1992	Ford	LN-8000	Heavy Truck	1FDZY82AXNVA34277		Yes	75,000	500
0205 XXS928	1992	Ford	F150	Pickup	1FTEX14N9NKB92981	ALFRED	Yes	5,000	500
#9 XXZ665	1992	Chevrolet	2500	Pickup	1GGGK24K2NE230309	WHE	Yes	12,450	500
61	1992	Ford	LT 9000 Road Watering Truck	Heavy Truck (> 20K GVW)	1FTYU90L1NVA17132		No		
610 0207 XXS929	1992	Ford	F150	Pickup	1FTEX14N0NKB92982	F.D.	No		
XYA775	1991	International	4900	Boom Truck	1HTSDNHR9MH315564		Yes	23,125	500
XXZ626	1991	Trail King	TKT-20-2000	Trailer	1TKC02027LM067159		No		
	1991	Peterbuilt	Dump Truck	Dump Truck	1XPFE9X9MD307501		Yes	75,000	500
0022 XXR568	1990	Ford	F150	Pickup	1FTEX14N1LKA62285	SOLD	Yes	5,000	500
XXZ185	1989	Ford	F350 Flatbed	Flatbed	2FDKF38G0KCA18676		Yes	7,000	500
XYA577	1989	Ford	F350 Flatbed	Flatbed	2FDKF38G9KCA18675		Yes	7,000	500
XXZ150	1989	Ford	LN-8000 Water/Steamer Truck	Heavy Truck	1FDZH80U4KVA5702		No		
0128 XXZ791	1988	Ford	Bus	Van, Pass	1FDJE34M4JHC08241	SOLD	Yes	10,000	500
0607 XXN978	1986	Ford	E350	Van, Pass	1FDKE30LOGHA67792	RAZ FR	No		
0608 XXPS87	1986	Grumman	Spartan	Heavy Truck	1S9HT6D09GG185009		Yes	50,000	500

Member's Auto ID	Model Year	Make	Model	Body Type	VIN	Location	Physical Damage Coverage?	Insured Value	Auto Phys Damg Deductible	
M783293	1983	International	ARFF Truck	Fire	1HTAR1859DHA24374		Yes	210,000	500	
0728:XXW445	1981	Ford	Flatbed	7000 Flatbed	1FDPR70U48VJ43029		Yes	12,000	500	
0604 XXL170	1980	Ford	F700	Tanker	F70HUGA5008		Yes	70,000	500	
0700:XXK894	1980	Ford	Back Loader	Heavy Truck	W80UVGH0252		No			
0603 XXL171	1980	Ford	F8000 Pumper	Heavy Truck	D8OUVHJ5061		No			
0001:XXP986	1973	Ford	Wrecker		K704VR15934		No			
0602:XXK391	1972	Ford	CrownCoach	Fire	F1684		No			
0601:XXK388	1969	Ford	F350	Pickup	F35HLE55637	<i>F.D. 61</i>	No			
Total Number of Insured Vehicles:				112	Number of Vehicles with Physical Damage Coverage:				89	

CITY OF BETHEL- PUBLIC WORKS: Take-Home Vehicles

PW Director: Zef Lakhani

Hauled Utility Foreman: James Colonel

Piped Utility Foreman: Bill Arnold

Building Maint. Foreman: Clair Grifka

Streets & Roads Foreman: James Flemings

Utility Maint. Foreman: Shawn Ahlo

Planning Director: Vacant

Utility Maint. On-Call: Rotates every week (Gary Watson, Greg Koutchak, Michael Chris, Jason Polk)

Acc#ID#	Entity	Model Year	Make	Model	Body Type	Vehicle Garaged?	Physical Damage Coverage?	Vehicle Value	Use	Seating Capacity	VIN #	Location	Cust VehID	Auto Lic. No.
239	City of Bethel	1969	Ford	F350	Pickup	N	N		Light Truck	3	F35HLE55637	FD	0601 XXX388	XXK388
239	City of Bethel	1972	Ford	CrownCoach	Fire	N	N		OUT OF SERVICE	8	F1684	FD	0602 XXX391	XXK391
239	City of Bethel	1973	Ford	Wrecker		Y	N		Streets & Roads	3	K704VR15934	STREETS & R	0001 XXP986	XXP986
239	City of Bethel	1980	Ford	Back Loader	Heavy Truck	N	N		Garbage	3	W80UVGH0252	PW-HAULED	0700 XXX894	XXK894
239	City of Bethel	1980	Ford	F8000 Pumper	Heavy Truck	Y	N		Fire/Emergency		D80UVHJ5061	FD	0603 XXL171	XXL171
239	City of Bethel	1980	Ford	F700	Tanker	Y	Y	70,000	Fire/Emergency		F70HUGA5008	FD	0604 XXL170	XXL170
239	City of Bethel	1981	Ford	Flatbed	7000 Flatbed	N	Y	12,000	OUT OF SERVICE		1FDPR70U4BVJ43029	STREETS & R	0728 XXW445	XXW445
239	City of Bethel	1983	International	ARFF Truck	Fire	Y	Y	210,000	Fire/Emergency	3	1HTAR1859DHA24374	FD	M783293	M783293
239	City of Bethel	1986	Ford	E350	Van, Pass	N	N		Ambulance		1FDKE30L0GHA67792	FD	0607 XXN978	XXN978
239	City of Bethel	1986	Grumman	Spartan	Heavy Truck	Y	Y	50,000	Fire/Emergency		1S9HT6D09GC185009	FD	0608 XXP587	XXP587
239	City of Bethel	1988	Ford	Bus	Van, Pass	N	Y	10,000	PARKS & REC	12	1FDJE34M4JHC08241	P&R	0128 XXZ791	XXZ791
239	City of Bethel	1989	Ford	LN-8000 Water/Steamer Truck	Heavy Truck	N	N		Streets & Roads	3	1FDZ80U4KVA57028	STREETS & R	XXZ150	XXZ150
239	City of Bethel	1989	Ford	F350	Flatbed	N	Y	7,000	OUT OF SERVICE	3	2FDKF38G9KCA18675		XYA577	XYA577
239	City of Bethel	1989	Ford	F350	Flatbed	N	Y	7,000	OUT OF SERVICE	3	2FDKF38GOKCA18676		XXZ185	XXZ185
239	City of Bethel	1990	Ford	F150	Pickup	N	Y	5,000	OUT OF SERVICE	3	1FTEX14N1LKA62285		0022 XXR568	XXR568
239	City of Bethel	1991	International	4900	Boom Truck	N	Y	23,125	Next Auction	3	1HTSDNHR9MH315564	PW-Piped	XYA775	XYA775
239	City of Bethel	1991	Peterbilt	Dump Truck	Dump Truck	Y	Y	75,000	Streets & Roads	3	1XPFD9X9MD307501	STREETS & R	#829	XYE910
239	City of Bethel	1991	Trail King	TKT 20-2000	Trailer	N	N		Streets & Roads	0	1TKC02027LM067159	PW Yard	XXZ626	XXZ626
239	City of Bethel	1992	Chevrolet	2500	Pickup	N	Y	12,450	OUT OF SERVICE	3	1GCGK24K2NE230309		XXZ665	XXZ665
239	City of Bethel	1992	Ford	F150	Pickup	N	N		OUT OF SERVICE	3	1FTEX14N0NKB92982	FD	0207 XXS929	XXS929
239	City of Bethel	1992	Ford	LT 9000 Road Watering Truck	Heavy Truck (> 20K GVW)	N	N		Streets & Roads		1FTYU90L1NVA17132	STREETS & R	61	XXY575
239	City of Bethel	1992	Ford	F150	Pickup	N	Y	5,000	Maintenance	3	1FTEX14N9NKB92981	PW	0205 XXS928	XXS928
239	City of Bethel	1992	Ford	LN-8000	Heavy Truck	Y	Y	75,000	Water/Sewer	3	1FDZY82AXNVA34277	PW-HAULED	0716 XXT695	XXT695
239	City of Bethel	1993	Ford	F150	Pickup	N	Y	20,000	OUT OF SERVICE	3	2FTEF14Y5PCA25926	IT	0052 XXT220	XXT220
239	City of Bethel	1994	Ford	F350	Pickup	N	Y	16,562	S&R and V&E Share	3	2FTHF36H7RCA27041	STREETS & R	Unit 1 XXW361	XXW361
239	City of Bethel	1994	GMC	Suburban	Van, Pass	N	Y	6,000	OUT OF SERVICE	9	1GKFK16K9R703725	FD	XXT696	XXT696
239	City of Bethel	1995	Ford	LT8000	Heavy Truck	Y	Y	75,000	Water/Sewer	3	1FDZU82E85VA76893	PW-HAULED	0737 XYA509	XYA509
239	City of Bethel	1995	GMC	Pickup	Pickup	Y	N		Port	3	1GTEC14Z5S2537215	PORT	138	XYE908
239	City of Bethel	1996	GMC	Dump Top Kick	Heavy Equipment	Y	Y	36,000	Streets & Roads	3	1GDT7H4J7TJ505134	STREETS & R	0827 XYC607	XYC607
239	City of Bethel	1997	Ford	LN-8000	Heavy Truck	Y	N		Water/Sewer	3	1FDZS86E4VVA35004	PW	0739 XXV894	XXV894
239	City of Bethel	1997	Ford	F250	Pickup	N	Y	18,000	Hauled Util. Foreman	3	1FTHF26HXVED18292	PW Hauled	0102 XXY347	XXY347
239	City of Bethel	1997	Ford	F250	Pickup	Y	Y	18,000	Light Truck	3	1FTHF26H1VED18066	Police	0730 XXY346	XXY346
239	City of Bethel	1997	Ford	Louisville LT-8513	Water Truck	Y	Y	85,000	HAULED WATER	3	1FDZS86E2VVA35003	PW Hauled	0738 XYE907	XYE907
239	City of Bethel	1997	Ford	Louisville	Heavy Truck	N	Y	117,000	PORT WATER TRUCK	3	1FDZS86E4VVA19658	PORT	0744 XXZ735	XXZ735
239	City of Bethel	1997	Mack	MR688S	Garbage Truck	N	Y	125,000	OUT OF SERVICE	3	1M2K195CXVM010057	PW-HAULED	0703 XYE902	XYE902
239	City of Bethel	1997	Sterling	LT-8513 IN SERVICE 2009	Heavy Truck	Y	N		Water/Sewer		1FDZS86EXVVA39946	PW-HAULED	0740 XXV895	XXV895
239	City of Bethel	1998	Dodge	R1500 RAM	Pickup	N	Y	12,000	Teen Center	3	1B7HF16Y1W5642552	Teen Center	0098 XYC606	XYC606
239	City of Bethel	1998	Ford	Expedition	SUV	N	Y	15,000	IT Tech	8	1FMRU18W9WLB54896	City Office	0237 XYB550	XYB550
239	City of Bethel	1998	Ford	Expedition	SUV	N	Y	15,000	TRANSIT	8	1FMRU18W2WLBK5898	TRANSIT	0236 XYB551	XYB551
239	City of Bethel	1998	Ford	Explorer	Van, Pass	N	Y	20,000	FINANCE DIRECTOR	5	1FMU18W9WLA12045	FINANCE	DJC647	DJC647
239	City of Bethel	1998	Nissan	Truck	Pickup	N	Y	8,000	Light Truck	3	1N6DD21Y7WC339848	Landfill	0116 XXZ680	XXZ680
239	City of Bethel	1998	Nissan	Truck	Pickup	N	Y	8,000	OUT OF SERVICE	3	1N6DD21Y3WC374189	Maintenance	0115 XXZ681	XXZ681
239	City of Bethel	1998	Nissan	Truck	Pickup	N	Y	8,000	Light Truck	3	1N6DD21Y5WC337354	City Sub Wtr Plt	0118 XXZ678	XXZ678
239	City of Bethel	1998	Nissan	Truck	Pickup	N	Y	8,000	OUT OF SERVICE	3	1N6DD21Y3WC374595	P&R	0117 XXZ679	XXZ679
239	City of Bethel	1999	Caulkin	Boat	Trailer	N	N		DOCK	0	1CXBT171XXS902242	Dock?	XXW482	XXW482
239	City of Bethel	1999	Ford	Ranger	Pickup	N	Y	6,500			1FTYR10C6XTA91728		#0101	
239	City of Bethel	1999	Ford	F250	Pickup	N	Y	20,000	Pool	3	1FTNF21LSXEC36956	Pool?	0726 XXW145	XXW145

AcctID#	Entity	Model Year	Make	Model	Body Type	Vehicle Garaged?	Physical Damage Coverage?	Vehicle Value	Use	Seating Capacity	VIN #	Location	Cust/VehID	Auto Lic. No.
239	City of Bethel	2009	Sterling	Acterra	Water Truck	Y	Y	175,500	HAULED WATER	3	2FZHCHDJ89AAD1396	PW-HAULED	0749 XVC869	XVC869
239	City of Bethel	2009	Sterling	Acterra	Water Truck	Y	Y	175,500	HAULED WATER	3	2FZHCHDJ69AAD1395	PW-HAULED	0748 XYC549	XYC549
239	City of Bethel	2010	Sterling	Acterra	Sewer Truck	Y	Y	97,070	HAULED SEWER	3	2FZHCHDJ5AAAAN4157	PW-HAULED	0727 XYE502	XYE502
239	City of Bethel	2010	Sterling	Acterra	Sewer Truck	Y	Y	97,070	HAULED SEWER	3	2FZHCHDJ7AAAN4158	PW-HAULED	0725 XYE503	XYE503
239	City of Bethel	2012	Ford	Escape U9C	Police Vehicle	N	Y	18,547	Police	5	1FMCU9C78CKA10052	PD	0223 XYE914	XYE914
239	City of Bethel	2012	Ford	Escape XLS	Police Vehicle	N	Y	18,817	Police	5	1FMCU9C71CKA10202	PD	0222 XYE915	XYE915
239	City of Bethel	2012	Ford	Escape XLS	Police Vehicle	N	Y	18,817	Police	5	1FMCU9C75CKA10204	PD	0221 XYE916	XYE916
239	City of Bethel	2012	Ford	F150	Pickup	N	Y	19,586	Maintenance		1FTMF1EMOCKE37779	Maintenance		XYE927
239	City of Bethel	2012	Ford	F250	Pickup	N	Y	20,703	Streets & Roads	3	1FTBF2B6XCEC69019	STREETS & R	0122 XYE920	XYE920
239	City of Bethel	2012	Ford	F250	Super Duty Pickup	N	Y	20,703	Util Maint Foreman	3	1FTBF2B68CEC69018	City Sub Wtr Plt	0143 XYE923	XYE923
239	City of Bethel	2012	Ford	F250	Super Duty Pickup	N	Y	20,703	St. Road Foreman	3	1FTBF2B66CEC69020	Streets & R	0830 XYE926	XYE926
239	City of Bethel	2012	Ford	F150	Crew Cab Pickup	N	Y	25,725	PW Director	4	1FTFW1EF6CKE37781	PW ADMIN	0142 XYE924	XYE924
239	City of Bethel	2012	Ford	F150	Crew Cab Pickup	N	Y	25,725	IT DIRECTOR		1FTFW1EF4CKE37780	IT	0140 XYE928	XYE928
239	City of Bethel	2012	Ford	F150	Crew Cab Pickup	N	Y	27,468	PORT DIRECTOR		1FTFW1EF8CKE37782	PORT	0139 XYE925	XYE925
239	City of Bethel	2012	Hauli	PD Command Trailer	UT Trailer	Y	Y	34,000	Police	0	16HGB2424CU078317	PD	XYE911	XYE911
239	City of Bethel	2013	Ford	F150	Pickup	N	Y	21,633	Port		1FTMF1EM6DKF26757	PORT	0126 XYE944	XYE944
239	City of Bethel	2013	Ford	Explorer	SUV	Y	Y	29,224	Police		1FMSK8AR1EGA04130	Police	0244 XYE942	XYE942
239	City of Bethel	2013	Ford	Explorer	SuV	Y	Y	29,224	Police		1FMSK8AR5EGA04129	Police	0243 XYE943	XYE943
239	City of Bethel	2013	Mack	Garbage Truck	Garbage Truck	N	Y	223,580	GARBAGE		1M2AV02C7DM009737	GARBAGE	0701 XYE909	XYE909
239	City of Bethel	2014	Ford	E-350 Goshen coach Bus	Bus	Y	Y	65,000	TRANSIT	12	1FDEE3FL4EDB17733	TRANSIT	439	??
239	City of Bethel	2014	Freightliner	M2 112 Firetruck	Firetruck	Y	Y	350,000	Fire/Emergency	5	1FVHC5CY8EHFX5066	FD		XZC102
239	City of Bethel	2014	International	Sander Work Star		Y	Y	110,835	Streets & Roads		1HTWGZR3EH769147	STREETS & R	0832 XYE945	XYE945
239	City of Bethel	2014	International	Sander Work Star		Y	Y	136,610	Streets & Roads		1HTWGZR3H790712	STREETS & R	0831 XYE946	XYE946

Bethel City Council

Office of the City Manager

Management Team Reports



CITY OF BETHEL
Fire Department

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

Celebrating 50 Years of Service

DATE: April 6, 2015
TO: Ann Capela, City Manager
FROM: Bill Howell, Fire Chief
SUBJECT: Manager's Report – Month of April, 2015

Current Events/Projects

- This year's Cama-i Festival was a success. Other than a small increase in calls for service there were no and no injuries, fires or rescue incidents at the festival.
- On April 14th the Fire Department and Administration met with DEC officials via teleconference to discuss loss of the DEC office in Bethel and our expanded role in spill documentation and the possibility of reimbursement.
- On April 22nd the Fire Department attended the Centering Building ribbon cutting ceremony. YKHC CEO Dan Winkleman presented jackets to several of our members in appreciation of their service at the PATC fire.
- The Fire Chief is now a member of the Alaska Fire Chief's Association.
- On April 26th we met with AT&T officials regarding the possibility of "dropping" the 240 foot tower at AT&T's Main Street complex. They are developing a plan for the drop and will seek City approval prior to any action.

Emergency Planning/Homeland Security

- The Department has attended multiple planning meetings for a statewide emergency preparedness exercise put on by State of Alaska DHSS. The "Hale Borealis Pills to Polar Bears" exercise will take place on May 11th through the 15th. The Department attended a table top exercise held on April 3rd at PHN. The table top was well attended by responding agencies, department staff and volunteers.

- In addition to the removal of the DEC office from Bethel, the Department has also learned of the removal of all suppression personnel (sixteen wild land firefighter positions) and all aviation assets from the McGrath firefighting base, effective July 1st. These cuts come despite reports of concern from State Division of Forestry fire officials of greater fire risk in Southwest Alaska due to low snow cover this winter.
- On April 14th the Department and Administration met with DEC officials via teleconference to discuss loss of the DEC office in Bethel and our expanded role in spill documentation and the possibility of reimbursement.
- The Alaska Division of Homeland Security (AKDHS) has advised the Department that there is a low flooding potential along the Kuskokwim this year. They remind us that: "Low risk does not mean no risk". The department continues to monitor the situation.
- The Fire Chief attended the AKDHS Spring Preparedness conference, April 7th through the 10th. The conference was well attended by emergency managers from around the State and featured several national speakers.
- We are working with administration to identify a central location for storage of City emergency supplies. City of Bethel emergency supplies stored in the Senior Center were vandalized during a March break-in.

Responses

- On 04-23-15 at 11:45 a.m. medics responded to Katie Hatley Drive for the report of a man not breathing. Bethel Police Lieutenant Joe Corbett responded to the residence within minutes and started "Hands Only CPR". Bethel Medics at the scene delivered cardiac drugs and defibrillating shocks to the patient and re-established a spontaneous heartbeat. The patient received additional medications and shocks in route to the hospital after going into cardiac arrest a second time. The patient was transported to Anchorage by Life-Med teams for further care.
- On 04-28-15 at 7:05 p.m. medics responded to the airport for the report of CPR in progress. The patient was assessed, CPR was continued, and the patient was transported to the hospital. The patient regained pulse and breathing in the hospital.
- On 04-28-15 at 7:55 p.m. firefighters responded to Akakeek Street for the report of a grass fire. Upon arrival, the fire was extinguished and the area checked for hot spots. Firefighters gathered information and returned to quarters.
- On 04-18-15 at 5:01 p.m. firefighters responded to the area on the tundra near the Bethel Regional High School for a grass fire. The area was overhauled and all hot spots were extinguished.

- On 04-13-15 at 5:20 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a vehicle rollover. After blocking the Highway, the patient was extricated from the vehicle. Medics treated for suspected spinal and head injuries and then transported the patient to the Hospital.

Staffing/recruitment

- The Department has accepted the resignation of Firefighter/EMT Josh Hoffman effective May 21st 2015. We wish him the best in his future endeavors. With Josh leaving we will have two open Firefighter /EMT positions.
- The Fire Captain position is currently advertised and we are accepting applications.
- Advertisements for all department positions have been placed in Alaska's major road system papers and on the Alaska Fire Chiefs Association web and Facebook pages. We will advertise on the entire west coast in early May.
- The Department has one FF/EMT position that was defunded FY 15.

Training

- At present, the Firefighter-1 Course has a total of 9 trainees and the Basic Firefighter Course has 2 trainees. April topics included: Introduction to Hazardous Materials, Operations at Hazardous Materials Incidents, Forcible Entry, Ladders, Ventilation, and Water Supply. The course will conclude in mid-June with State of Alaska written and practical testing here in Bethel.
- On 04-07-15 at 1900, an EMT Meeting was held at the fire station in which responders practiced placing IV's and reviewed treating burn victims and calculating the Parkland Formula for fluid replacement in burn victims.
- On 04-21-15 at 1900, an EMT Meeting was held at the fire station in which the Western Alaska Alcohol and Narcotics Team instructed a class on "Recognizing and Identifying illegal drugs".
- On 04-09-15 at 1900, a Firefighter Meeting was held at the fire station in which firefighters practiced identifying hazardous materials using the Emergency Response Guidebook.
- On 04-23-15 at 1900, a Firefighter Meeting was held at the fire station in which firefighters reviewed the fire department's mission statement, the Firefighter Code of Ethics, and the 16 Firefighter Life Safety Initiatives

Vehicles

- Truck – 1 our 1980 aerial is still in partial service with a decertified aerial device. Underwriters Laboratories is scheduled to retest the aerial in July of this year.
- M5, normally a frontline ambulance is still in reserve waiting for repair by the V&E department.
- E-28 our 1981 donation from the DOT is unable to pass a pump test.
- Engine 4 our new Fire Engine is undergoing outfitting for service. Ladders for this vehicle were recently tested, and compartment shelving has been installed. A new combination ladder and mounting brackets are being installed. The new engine is now in reserve status as training and final outfitting is completed.
- The Department is developing specifications for a new ambulance and 3500 gallon water tender.

Budget/Financial

- Initial Fire Department budget review by Finance Director and City Manager was held on the 18th of March. The department is scheduled for a budget work session with the Council on May 6th & 7th.
- The Department is working with administration to submit budget modifications for accounts in its FY 15 budget that are over budget or anticipated to be over budget before the end of the fiscal year. Our budget modification is submitted and is scheduled to be before council on the 12th of May.

Grants

- The Department has applied for extension to the performance period of its 2013 FEMA Assistance to Firefighters Grant for SCBA. Industry-wide delays in production, high demand and a slow NFPA/NIOSH approval process have precipitated delivery times nearing five months. FEMA grant managers are aware of the issue and are confident extensions will be granted.
- The Department is working with the Grants manager to purchase four new gas detectors under last year's Homeland security grant program.



Memorandum

DATE: May 5, 2015
TO: Ann K. Capela, City Manager
FROM: Hansel L Mathlaw, Finance Director
SUBJECT: Manager's Report – May 2015

Finance Committee

The finance committee is seeking one alternate member. The next meeting is scheduled for May 18, 2015. The committee has recommended hiring another accounting specialist in charge of collection efforts. In the past, there were two position in charge of sales tax collections 1) Revenue Supervisor and 2) Accounting Clerk-Billing/Sales Tax. Currently we have accounting specialist in charge of Taxes which includes: sales tax, gaming tax, lodging tax and cigarette and tobacco tax. The accounting specialist is also in charge of Business Licenses'. The sum of his responsibilities amounts to 85% of the total general fund revenue.

Finance Department

We conducted interviews the week of April 20th for the general ledger accountant. The decision will be complete by the end of next week.

Budget/Financial

The Finance Department Budget year to date (as of March 2015) expenditures totaled \$483,494 which represents 66% of the total budget and 75% of the time has passed.

The Utility Billing under my supervision had expenditures of \$67,312 which represents 49% of the budget and 75% of the time has passed.

I have attached the pool budget VS. actual for FY15.

		<u>Budget</u>	<u>July-March</u>	<u>Balance</u>
REVENUES:				
40-43-430	PRO-SHOP REVENUE	20,000	27,388	(7,388)
40-43-435	CONCESSION REVENUE	57,531	27,927	29,604
40-43-460	ENTRY FEE	141,352	168,051	(26,699)
40-43-463	FACILITY RENTAL	44,398	7,781	36,617
40-43-465	PROGRAM FEES	88,099	20,058	68,041
40-46-412	CURRENT POOL-Sales Tax	583,100	367,483	215,617
Total Revenues		934,480	618,688	315,792
EXPENSES:				
40-50-621	ELECTRICITY	83,627	73,457	10,170
40-50-623	HEATING FUEL	213,407	183,334	30,073
40-50-624	WATER/SEWER/GARBAGE	19,440	23,091	(3,651)
40-50-646	CONTRACTOR'S FEES	996,917	446,861	550,056
40-50-649	PROFESSIONAL SVS	140,200	102,090	38,110
40-50-662	PROP MAINT-Turbine	3,500	-	3,500
40-50-721	INSURANCE	15,000	21,289	(6,289)
Total Expenses		1,472,091	850,122	621,969
(USE OF FUND BALANCE)		(537,611)	(231,434)	



Memorandum

DATE: May 5, 2015
TO: Ann K Capela, City Manager
FROM: Hansel L Mathlaw, Finance Director
SUBJECT: Action Memorandum No. 15-14, Sales Tax And Other Collection Efforts

CURRENT PRACTICE-Sales Tax and Other Taxes

The Finance Department has one (1) Accounting Specialist who processed the following for Fiscal Year 2014.

Tax – Sales	(FY14: 7,876,756)
Business License	(FY14: 36,049)
PENALTIES & INT – SALES TAX	(FY14: 79,279)
CIGARETTE AND TOBACCO TAX	(FY14: 532,333)
GAMING TAX	(FY14: 467,380)
Transient Lodging	(FY14: 483,425)
Total Amount Processed	(FY14: 9,475,222) 85%
Total General Fund Revenue	(FY14: 11,111,903) 100%

Along with the Accounting Specialist processing the preceding revenue, the Specialist is also charged with the following process:

- *Sales tax is due on the last day of the following month.
- *Delinquent notices are sent out after the fifth day of the following month.
- *A delinquent list is provided to city council on the second council meeting of the month.
- *After two months of being delinquent, an assessment is performed and mailed to the business owner.
- *The business owner has twenty days to respond to the assessment. The business owner either pays the assessment in full OR provides accurate and completed reports and pays taxes, interest and penalties due or if no contact is made a demand for payment is mailed.
- *The business owner has ten days to respond to the demand for payment. The business owner must pay the full amount of the assessment due within the ten day timeframe or work out a payment plan
- *If there is no response to the demand for payment in ten days, the city files a lien with the State of Alaska, Department of Natural Resources. After a lien is filed, finance will forward the file to the City Attorney.

PLAN OF ACTION-Sales Tax and Other Taxes

The current budget for FY15 for sales tax audits is \$15,000. The estimate to perform a sales tax audit on one business is \$1,000. This estimate does not include airfare, hotel and per diem, which could end up auditing 9 or 10 businesses we can audit depending on the number of auditors travel to Bethel.

To start the process for sales tax audits I will submit a request for proposal. My goal is to have an RFP submitted within the next two weeks. Depending on the responses the audit wrap out should be complete

The Accounting Specialist and I have identified nine businesses which we deem the largest offenders behind on their sales tax payments:

Business A: \$125,621
Business B: \$ 66,225
Business C: \$50,795
Business D: \$11,232
Business E: \$5,804
Business F: \$3,842
Business G: \$2,558
Business H: \$2,317
Business I: \$1,830
TOTAL: \$270,224

The amounts are estimated based on their previous sales tax reports submitted.

OTHER DELINQUENCIES

EMS and protective custody citations are processed by a third party.



CITY OF BETHEL

FINANCE DEPARTMENT
P.O. BOX 388
BETHEL, ALASKA 99559
(907) 543-2097
FAX # 543-3817

April 13, 2015

«CD»
«BUSINESS_NAME»
«OWNERCONTACT»
«Address»
«CITY», «ST» «Zip»

Please respond to this Notice by April 22, 2015, no later than 5:00 p.m., so your name and business name will not appear on the Confidential Delinquent List to be given to City Council on at the April 28th, 2015 meeting.

«OWNERCONTACT»,

Our records show that your Sales Tax Report to the City of Bethel is late. The last period remitted was «LT_PMT». All businesses must comply with the provisions of BMC 4.16.110. Please remit your Sales Tax Report along with any and all sales tax, interest and penalties due to the City today to avoid assessment fees and collection costs.

If you have recently filed your returns please disregard this notice. If you have any questions or concerns, please call our office at (907) 543-2047. Thank you for your attention to this matter.

Respectfully,

Douglas Hoffman
Finance Department
CC: File

Please mark your calendar for timely remittance of sales tax.

Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

May 6, 2015 Special Budget Meeting
May 7, 2015 Special Budget Meeting
May 11, 2015 Special Budget Meeting
May 12, 2015 Regular City Council Meeting
May 13, 2015 Special Budget Meeting
May 18, 2015 Joint Task Force Meeting
May 26, Regular City Council Meeting

Documents

Document preparation

- Resolution protesting the issuance of a Restaurant Eating Place License to Dimitri's Restaurant (the city has not received formal notification on this application from the Alcohol Beverage Control Board, this is simply preparation in the case one is received while the City Clerk is out of the office).
- AM directing Administration to work with other organizations...awareness to heroin and other illicit drugs.
- Site Plan Permit for Commercial Application review and modification.

Passports

For the week of April 27, the City Clerk's Office processed four passport applications.

For the week of May 4, the City Clerk's Office is expecting to process 11 passport applications.

City Clerk Out of the Office

The City Clerk will be out of the Office May 12 through May 29. While out of the office, Assistant, Adriane Welch will be performing the general duties of the office, to include council meeting preparation. The hours of the office will be modified to, Monday through Thursday 10:00a – 2:00p.

Executive Session



CITY OF BETHEL

CITY MANAGER NEGOTIATED AGREEMENT

This agreement entered into this 3rd day of November 2014, by and between the City of Bethel, Alaska, a municipal corporation, hereinafter referred to as "City" and Ann Capela, an individual, hereinafter referred to as "Employee or City Manager" wherein the parties agree and understand as follows:

WITNESSETH:

WHEREAS, City desires to employ the services of said Employee as City Manager of the City of Bethel, Alaska, as provided for by Alaska Statute Section 29.20.500; and

WHEREAS, it is the desire of the Bethel City Council ("Council") to provide certain benefits, establish certain conditions of employment, and set working conditions for Employee; and

WHEREAS, it is the desire of the Council to secure and retain the service of the Employee by and through the terms of this Agreement; and

WHEREAS, Employee desires to accept employment as City Manager pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Employee agree as follows:

Section 1 Powers and Duties

- A. City hereby agrees to employ Ann Capela as City Manager of the City, effective November 16, 2014, to perform the functions, powers and duties specified in AS 29.20.500 and Bethel Municipal Code as well as performing other legally permissible and proper duties and functions as the Council shall from time to time assign.
- B. Employee is the Chief Executive Officer of the City and shall faithfully perform the duties as prescribed in the job description and as set forth in the City's charter and ordinances and as may lawfully be assigned by the City and shall comply with all lawful governing body directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.

- C. Specifically, it shall be the duty of the City Manager to employee, on behalf of the City, all other employees of the municipality consistent with the policies of the council and the ordinances and charter of the City.
- D. It shall also be the duty of the City Manager to direct, assign, reassign, and evaluate all of the employees of the City consistent with policies and procedures, ordinances, charter, state and federal law.
- E. As the chief human resources officer, the City Manager is expected to familiarize themselves with the terms of the Collective Bargaining Agreement and ensure that it is followed and adhered to.
- F. It shall also be the duty of the City Manager to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, state and federal law.
- G. It shall also be the duty of the City Manager to accept all resignations of employees of the City consistent with policies, ordinances, state and federal law, except those Employee resignations which must be accepted by the governing body.
- H. The Employee shall perform the duties of City Manager of the City of Bethel with reasonable care, diligence, skill and expertise.
- I. The City Manager shall attend, and will be permitted to attend, all meetings of the City Council, both public and closed, with the exception of those closed meetings the Council elects to hold without the presence of the City Manager.
- J. The City Council shall refer, in a timely manner, all substantive criticisms, complaints and suggestions called to their attention to the City Manager for study and/or appropriate action.

Section 2 Term

- A. City Manager shall serve at the pleasure of the City Council and is an at-will employee of the City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time with or without cause, subject only to the provisions set forth in Section 13 of this Agreement. The City shall comply with the City's insurance policy endorsement regarding any termination.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of City Manager, subject only to those provisions set forth in any Relocation Agreement and any applicable sections of this Agreement.

Section 3 Duration

This Agreement is the sole and complete Agreement between the City and Employee. This Agreement shall become effective when signed and executed and shall continue in full force and effect for a period of three (3) years with an option to renew for an additional three (3) years.

Section 4 Salary and Benefits

- A. City agrees to compensate Employee an annual base salary of One Hundred Thirty Thousand (\$130,000) Dollars, payable in installments at the same time that the other management employees of the City are paid. Employee's base salary shall be increased annually between zero and 3% dependent on the City's financial situation and at the discretion of the council upon a satisfactory performance evaluation.
- B. As an employment incentive, City agrees to increase the compensation of the Employees annual base salary to \$140,000, following completion of agreed upon terms and goals set by both parties:
 - 1. Completion of a policy and procedure manual and employee handbook, subject to approval by City Council;
 - 2. Fill all vacant Department Head positions;
 - 3. Increase staffing level to ninety (90%) percent of non-contracted budgeted full-time and part-time employees for selected three month average;
 - 4. Develop a plan of work for all departments. Included in the plan of work would be internal mentoring, career ladders and a plan of succession, subject to the approval by City Council; and
 - 5. Finalize the Union Contract, subject to approval by City Council.
- C. Employee is subject to all City personnel policies and procedures as laid out in the Bethel Municipal Code and in separate policies.
- D. Employee shall be allowed to participate in the City employee's group coverage plan for full family Life, Accidental Death & Dismemberment, Long Term Disability, Dental, Vision and Health Insurance program equal to that which is provided to all other management employees.
- E. Employee shall have the opportunity to participate in the City Utility Services Benefit for the same monthly fee as paid by regular City employees.
- F. The Employee will be enrolled in the Alaska Public Employees Retirement System (PERS) at a rate equal to that which is provided for all other employees of the City.
- G. Personal Time Off (PTO). PTO shall accrue at the rate of 20 hours per month of service. PTO can be accumulated up to a maximum accrual of three hundred fifty (350) hours. Employee shall use a minimum of One Hundred Twenty (120) hours per year. PTO should be requested two (2) weeks in advance. Unscheduled PTO shall be utilized only for the illness of the Employee or illness in the Employee's immediate family. Should the employee be absent for more than three (3) consecutive working days, the Employee shall be required to provide a physician's certificate to the Mayor. The City agrees to

compensate the Employee for all remaining PTO hours at the time of termination provided Employee remains continuously employed with the City of Bethel for a minimum of twelve (12) months.

- H. Jury Duty. As a regular, full-time employee, if summoned to jury duty, the City continues City Manager's salary during active periods of jury duty for up to a maximum of fifteen (15) working days per calendar year. Employee is permitted to retain the allowance received from the court for such service. Employee is also permitted paid time off if summoned to appear in court as a witness in their official capacity. If summoned to appear in a personal matter, Employee is permitted nonpaid time off to appear.

To qualify for jury or witness duty leave, City Manager must submit a copy of the summons or subpoena to the council as soon as practicable after receipt.

- I. Holidays. All holidays recognized by the Employer shall be granted to the City Manager with holiday pay status provided the same as regular full-time positions of the City. However, it is understood that from time to time Employee's duties may require him/her to work on such holidays at no additional compensation.

- J. Family Medical Leave. City Manager may become eligible for family medical leave pursuant to federal and state law. Upon eligibility, City Manager shall have all the rights and protections of the Family Medical Leave Act as any other regular full-time employee of the City.

- K. Worker's Compensation. Should the City Manager become injured on the job, he/she will be entitled to the compensation benefits as provided by Alaska's Worker's Compensation Act.

- L. Administrative Leave. The Employee may be granted administrative leave with pay by a majority vote of the Council for reason's specified, including attendance at professional conferences.

- M. Emergency Leave

The City agrees to grant the Employee forty (40) hours leave for death or serious illness of an immediate family member. For the purposes of this type of leave, Employee's immediate family member includes the spouse of Employee, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother and sister and grandchildren.

Section 5 Hours and Days of Work

The City Manager position requires the exercise of independent judgment on the part of the Employee and requires periods of extended work to exceed the normal office hours, work day and work week established by the Employer. The Employee will be available during regular business hours. Employee will be expected to work whatever hours are needed based upon the demands of the job. Employee acknowledges he/she is an exempt employee and not entitled to overtime compensation or compensatory time off. Any time worked in excess of the normal hours in a day or week is not compensated or credited in any manner by the Employer.

Section 6 Performance Evaluation

- A. Employee shall be evaluated, in writing, by the Council within six (6) months of commencing employment and then annually thereafter on or about the anniversary date of hire.
- B. Evaluation of the performance of the City Manager shall be directed towards improving the performance of the City Manager. However, evaluations shall also serve as a method for gathering information relevant to employee's performance and continued employment.
- C. The evaluation process shall include, at a minimum, the opportunity for both parties to:
 - 1. Conduct a formulary session where the city council and the city manager meet to discuss goals and objectives of the past six (6) or twelve (12) month performance period (whichever is applicable) as well as the upcoming 6-12 month performance period;
 - 2. Following that discussion, prepare a written evaluation of goals and objectives for the past and upcoming year;
 - 3. Next meet and discuss the written evaluation of these goals and objectives; and
 - 4. Present a written summary of the evaluation results to the city manager.
- D. The final written evaluation should be completed and delivered to the City Manager within forty-five (45) days of the initial evaluation meeting.
- E. Unless the city manager requests otherwise in writing, the evaluation shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the evaluation with their respective legal counsel.

Section 7 Additional Items

- A. City Vehicle: The City will provide the City Manager with access to a City vehicle. City Manager must observe all vehicle and traffic regulations and city policies at all times, and operate the vehicle in a safe, courteous and responsible manner. This includes wearing a seat belt at all times and ensuring that passengers do so as well. The City reserves the right to review the motor vehicle records of the City Manager at any time.

The City Manager is responsible for maintaining a valid driver's license at all times, and is required to notify the City Council immediately in the event of an accident or any moving violation that results in points being assessed against such license or that his or her license has been suspended or revoked.

The City Manager must ensure that a current insurance card and vehicle registration is maintained in the vehicle at all times; that the vehicle is properly maintained and serviced; that there is no smoking in the vehicle and that no pets or animals are transported in the vehicle.
- B. Cell Phone: The City Manager will be provided a cell phone for use in the performance of his or her duties. While some personal calls may occur, the cell phone is issued for City purposes and any information gathered or stored on the cell phone is subject to public disclosure. The City Manager is responsible for any charges in excess of the basic monthly service fee.

C. Membership in Associations and Professional Organizations: The City will pay annual membership fees or dues in professional associations and organizations when membership, in the City's opinion, is related to the City Manager's job in order to assist City Manager in his or her personal job growth and development. Examples of such organizations include Alaska Municipal Management Association International City/Council Management Association (ICMA), Innovation in Government and the like.

The City Manager should discuss the appropriateness of, and necessity for membership in a particular organization with the city council prior to joining. Upon approval by the council, the City will pay for the membership fees and dues.

Section 8 Outside Employment

Although the City expects employee to devote their primary efforts towards their duties and responsibilities with the City, employee may engage in outside employment with the prior approval of the council. Generally, outside employment will be approved if it:

- Does not conflict with employee's responsibilities at the City, including employee's ability to work overtime as required in the position;
- Does not interfere with employee's performance at the City;
- Does not prove detrimental to the interests of the City;
- Does not involve a conflict of interest or the appearance of a conflict of interest; and
- Does not involve the use of confidential or proprietary information of the City or its customers.

Before employee may serve as a paid officer, director or advisor for any company (whether or not for profit), the City must determine that employee's accepting such a role is in the best interests of the City. Such determinations will be made by the city council. Any issues employee may be contemplating regarding outside employment should be resolved prior to employee accepting such employment.

Section 9 Notices

Notices shall be either hand delivered or sent by mail to the following:

EMPLOYER – CITY OF BETHEL
Attn: Mayor
PO Box 1388
Bethel AK 99559

CITY MANAGER – ANN CAPELA
PO Box 1388
Bethel AK 99559

Section 10 General Provisions

A. The text herein shall constitute the entire agreement between both parties.

- B. Any modification or amendment shall be enforceable only if approved by a majority vote of the Council in a duly convened public session and if transcribed to a written document signed by both parties.
- C. Employee shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of City.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.
- F. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.
- G. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under law, the remainder of this Agreement shall remain in full force and effect.
- H. The Council, in consultation with City Manager, shall fix any other such terms and conditions of employment as it may deem necessary from time to time relating to the performance of City Manager provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code or any other applicable law.
- I. This Agreement shall be governed by the laws of the State of Alaska and the City of Bethel and any litigation brought shall be in Bethel, Alaska. Employee expressly waives any rights she might otherwise have as provided in Alaska Rules of Civil Procedure to remove any action from Bethel, Alaska.

Section 11 Bonding

The City shall bear full costs of any fidelity or other bonds required for the City Manager under any law or ordinance.

Section 12 Indemnification

Beyond that required under State, federal or local law, the City of Bethel shall defend, save harmless and indemnify City Manager against any obligation to pay money or perform, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings

including attorneys fees and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of City Manager's duties or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The City Manager may request and the City shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party.

The City shall indemnify the City Manager against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties unless the act or omission involved willful or wanton conduct. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Employee recognizes that the City shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as witness, advisor or consultant to Employer regarding pending litigation.

Section 13 Termination and Severance

- A. Termination for Cause: In the event the City Manager is terminated for cause, the City shall have no obligation to pay a severance pay. The Mayor shall include in a notification of termination of City Manager, a statement of cause.

Cause shall be defined as the following:

- 1) Violating a generally acceptable fiscal standard;
 - 2) Willful misconduct;
 - 3) Gross negligence; or
 - 4) Gross insubordination
- B. Determination of For Cause: In the event the City Council believes the City Manager has committed an action which is deemed "for cause", the Council shall provide the City Manager with written notice of the action. At the request of the City Manager, the matter may be forwarded to a confidential binding arbitration process. The arbitrator will be chosen by mutual agreement of both parties. The City Manager will be on paid administrative leave pending a decision by the arbitrator. Both parties shall

act diligently to ensure arbitration occurs as quickly as possible and within thirty (30) days of the notice by the Council to the City Manager. If the arbitrator agrees there was good cause, the City Manager shall not be entitled to any severance pay. However, if the arbitrator finds there was no good cause, the City Manager shall be entitled either to return to work or, if they elect to resign, the City Manager shall be provided with three (3) months' severance pay including health benefits if terminated during the first year of the Agreement and four (4) months' severance pay including health benefits if terminated during the second and third years of this Agreement.

- C. Termination without Cause: In the event the City Council desires to terminate the Employee without cause during such time as the Employee is willing to perform the duties of the City Manager, the City agrees to provide the City Manager with three (3) months' severance pay including health benefits if terminated during the first year of the Agreement and four (4) months' severance pay including health benefits if terminated during the second and third years of this Agreement.

- D. For the purposes of this Agreement, termination occurs when the majority of the City Council votes to terminate the City Manager at a properly posted and duly authorized public meeting.

The City Manager may notify the council, in writing, that he or she requests an informal hearing before the Council. The informal hearing shall be held by the Council at its next regularly scheduled meeting following receipt of the request.

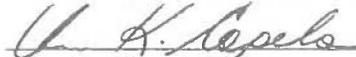
The informal hearing may be opened or closed at the City Manager's request. The Employee may be represented by counsel and may present and examine witnesses for the purpose of contesting termination. Such witnesses shall be sworn. The City Manager shall advise the council, in writing, if he or she plans to be represented by counsel at the hearing and shall provide the names of witnesses that will testify at the hearing on their behalf.

A recording of the proceeding shall be kept. Transcribed copies shall be furnished to the City Manager at cost upon his or her request. The decision of Council shall be furnished to the City Manager within a reasonable time upon conclusion of the informal hearing and shall include the basis for the decision.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

E. Voluntary Resignation: In the event City Manager voluntarily resigns his or her position with the City before the duration of this Agreement has expired, the City Manager shall give the City forty-five (45) days advance written notice. In the event of voluntary resignation the employee is not entitled to the severance pay.

CITY MANAGER

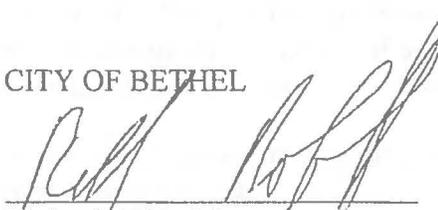


Ann Capela, Employee

11/06/14

Dated

CITY OF BETHEL



Richard Robb, Mayor

11/26/14

Dated

**City of Bethel
Employment Relocation Agreement**

This Agreement (hereinafter referred to as "Agreement"), made this 3rd day of November 2014 by and between the City of Bethel (hereinafter "City") and Ann Capela, an employee or prospective employee of the City (hereinafter "Employee").

WITNESSETH:

Whereas Employee, whose employment date is effective on November 16, 2014, is a suitable candidate for the position of City Manager, has entered into an employment agreement with the City; and whereas the City is willing to reimburse Employee for certain relocation expenses more fully described below in exchange for Employee's agreement to work full-time for the City in the above-referenced position for at least two (2) years.

Now therefore, the City and the Employee agree:

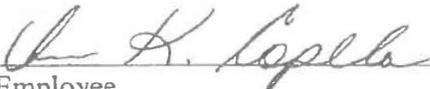
1. Effective November 16, 2014, Employee agrees to work on a full-time basis at the City for at least two (2) years beginning November 16, 2014 and ending November 16, 2016.
2. The City and Employee are mutually desirous that Employee's residence be located from West Bloomfield Township, Michigan to Bethel, Alaska in order that the residence is in the area of Employee's future employment.
3. City agrees to reimburse or pay on behalf of Employee certain expenses incurred as a result of the residence relocation in an amount not to exceed Seven Thousand Five Hundred (\$7,500) Dollars. This amount includes payments made on behalf of the Employee by the City to third-party companies and providers.
4. In accordance with IRS guidelines, receipts must be submitted within forty-five (45) days of completion of the move to be considered qualified, nontaxable moving expenses. Expenses submitted for reimbursement after sixty (60) days will be considered taxable income. Expenses submitted after ninety (90) days will be denied.
5. Employee agrees that only those personal moving and relocation expenses incurred after the date above can be submitted for payment or reimbursement.

6. City will not reimburse Employee, nor make payments to third party movers on the behalf of employee, for moving expenses and relocation expenses already reimbursed or to be reimbursed by another entity.
7. Applicable federal laws require “nonqualified, taxable” reimbursements to relocated employees to be included in the employee’s gross income and “qualified, non-taxable” relocation expenses to be excluded. Based on the passage of the 1993 Revenue Reconciliation Act, qualified, non-taxable moving expenses are defined as the reasonable costs of (1) moving household goods and personal effects from the former residence to the new residence (including common carrier and storage for up to thirty (30) days); and (2) traveling (including lodging during the period of travel) from the former residence to the new residence. Qualified moving expenses **do not** include any expenses for meals. All other reimbursements are considered nonqualified and are taxable to the employee. Any amounts which are considered nonqualified will be reimbursed net of tax withholdings and will be reported as income to the Internal Revenue Service.
8. City and Employee agree that said reimbursement is conditioned upon Employee remaining in the employ of the City for the aforementioned period; and that should Employee fail to remain in said employment for such period, Employee will repay to the City all money received and/or paid to a vendor plus related payroll taxes withheld for the moving and relocation expenses.
9. Should Employee terminate, either voluntarily or not, after serving less than one (1) full year of employment, Employee shall also be liable to reimburse City all costs expended by City for travel and training for Employee. Such travel and training costs to include, but not necessarily be limited to, airfare, tuition, registration fees, lodging, transportation and per diem.
10. Employee’s failure to remain employed at the City for the applicable two (2) year period of time will constitute a material breach of the Agreement resulting in Employee’s liability for repayment to the City of all of the relocation and moving expenses paid by the City whether as direct payments on behalf of Employee or reimbursements made to employee plus payroll taxes withheld by the City in connection with such expenses.
11. EMPLOYEE ACKNOWLEDGES AND AFFIRMS THIS AGREEMENT IS NOT A CONTRACT FOR EMPLOYMENT AND DOES NOT ALTER EMPLOYEE’S AT-

WILL EMPLOYMENT RELATIONSHIP WITH THE CITY. THIS MEANS EITHER THE EMPLOYEE OR THE EMPLOYER MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT CAUSE.

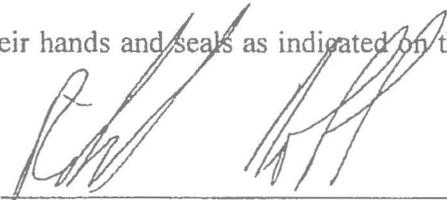
12. City and Employee agree that in the event of a termination of employment for reasons not within the control of Employee which are deemed sufficient to the City, the City may waive the repayment provision of this Agreement. Said Waiver shall not be effective unless it is incorporated into a writing signed by the mayor and approved by the majority of the city council.
13. Employee hereby gives the City an express lien on all salaries, wages, and other sums payable to Employee by the City for the purposes of securing City for the payment of any amount which may become due from Employee under this Agreement. As to such lien, Employee waives any exemption to which Employee may otherwise be entitled to and authorizes the City to withhold such amount from any sums payable to Employee for salaries, wages, and expense reimbursement or otherwise.
14. In the event Employee fails to pay all amounts due the City within thirty (30) days of leaving employment, Employee acknowledges and agrees that the City may undertake collection efforts including, but not limited to, referral to a collection agency. Employee agrees to pay all collection costs, including attorneys' fees or other charges necessary for the collection of any amounts still due to the City hereunder.
15. *The City shall have no responsibility or legal liability for goods damaged as a result of the relocation. Employee must make any claim for damage to household goods directly to the moving company.*

IN WITNESS WHEREOF, the parties hereto set their hands and seals as indicated on the dates below.



Employee

Dated: 11/6/14



Richard Robb, Mayor

Dated: 11/28/14

**CITY OF BETHEL
CITY MANAGER SIX MONTH EVALUATION —MAY 12, 2015**

City Manager: Ann Capela

Rating: 5 = Excellent; 1 = Needs improvement

<i>Enforcement of Laws and Implementation of Policy Directives</i>	5	4	3	2	1
Manage the City's administrative affairs according to state statutes and Bethel Municipal Code					
<i>Comments:</i>					
Analysis and development of policies and procedures					
<i>Comments:</i>					
Implement and monitor policies enacted by City Council					
<i>Comments:</i>					
Supervision of City administration and departments					
<i>Comments:</i>					
Problem solving and conflict resolution					
<i>Comments:</i>					
Management and valuation of cultural diversity					

CITY OF BETHEL
CITY MANAGER SIX MONTH EVALUATION —MAY 12, 2015

**CITY OF BETHEL
CITY MANAGER SIX MONTH EVALUATION —MAY 12, 2015**

<i>Comments:</i>					
Creativity, innovation and ability to change to meet needs					
<i>Comments:</i>					
Long range planning					
<i>Comments:</i>					
Development and management of real and personal property of the City					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

<i>Appointing Authority</i>	5	4	3	2	1
Serve as Personnel Officer (Director) of the City					
<i>Comments:</i>					
Manage Labor Relations/Employee Relations					
<i>Comments:</i>					

**CITY OF BETHEL
CITY MANAGER SIX MONTH EVALUATION —MAY 12, 2015**

Monitor employee benefit program:					
<i>Comments:</i>					
Analyze human resources and technical needs and implement solutions					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

<i>Preparation, Submission and execution of annual budget and capital improvements</i>	5	4	3	2	1
Development and submission of recommended annual budget					
<i>Comments:</i>					
Development and submission of recommended capital improvement program budget					
<i>Comments:</i>					
Budget management, control and analysis					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

CITY OF BETHEL
CITY MANAGER SIX MONTH EVALUATION —MAY 12, 2015

<i>Performance of other duties assigned by law or City Council</i>	5	4	3	2	1
Timeliness, quality and clarity of communications with city council					
<i>Comments:</i>					
Timeliness, quality and clarity of communications with the public and media					
<i>Comments:</i>					
Ethics, values, judgment and perceptiveness					
<i>Comments:</i>					
Communicates projects and project status with Council					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

<i>Ethics and Communication</i>	5	4	3	2	1
Defends principle and conviction in the face of partisan influence and pressure					
<i>Comments:</i>					
Maintains high standards of ethics, honesty and integrity in all matters					
<i>Comments:</i>					

CITY OF BETHEL
CITY MANAGER SIX MONTH EVALUATION —MAY 12, 2015

Effectively communicates with staff, Council and the public					
<i>Comments:</i>					
Writes clearly and concisely					
<i>Comments:</i>					
Expresses ideas and opinions in a forthright, logical manner					
<i>Comments:</i>					
Remains poised and calm in difficult situations					
<i>Comments:</i>					
Represents the City to the public in a positive light					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

**CITY OF BETHEL
CITY MANAGER SIX MONTH EVALUATION —MAY 12, 2015**

Total Score: _____	Excellent: 130	
	Very Good: 104	
	Good: 78	
	Satisfactory: 52	
	Needs Improvement: 26	

Additional City Council comments/recommendations:

City Manager Comments:

Reviewer's Signature	Date	City Manager's Signature	Date
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Additional Information



City of Bethel Finance Department

Monthly City Council Financial Report

Period thru March 31, 2015

Note 1: When reviewing this report it is important to remember that sales tax revenues, including transient lodging tax and gaming fees, are due the month following the period collected; therefore, these revenues always appear to be lagging behind budget until the after the end of the fiscal year, when June revenue is remitted to the City in July.

Note 2: This report represents recorded revenues, expenditures, budget modifications and line items transfers with balance sheet account balances through March 31, 2015. It is possible that not all of the March 31, 2015 aforementioned transactions may be recorded by the date of this report. The unaudited figures in this report, especially the balance sheet accounts are subject to further modification and correction by the Finance Department, if necessary, and should not be considered final.

PLEASE, if you have any questions, contact Finance Director Hansel L Mathlaw,
(907) 543-1376, hmathlaw@cityofbethel.net



**CITY OF BETHEL
FINANCIAL REPORT**

Bank & Investment Accounts
As of March 31, 2015



CITY OF BETHEL
FINANCIAL REPORT
Bank and Investment Accounts

A. Introduction

The City of Bethel operates under a central treasury. A central treasury concentrates cash in order to maximize the return on the investments and to provide adequate liquidity for planned cash flows. Therefore, cash accounts do not correspond to "funds" in the City's financial records. All transactions between funds are accounted for in interfund receivables and payables which are also called "Due To" and "Due From" accounts.

Cash and investments accounts marked with an asterisk are not part of the central treasury. These accounts are legally restricted from being part of the central treasury or segregated because of policy or purpose.

Investments in the Bethel Endowment Fund are physically segregated by ordinance. The assets of this fund are invested in accounts with Piper Jaffray Investments.

All investments are categorized as "Category 1" for credit risk according to the categories described in Governmental Accounting Standards Board Statement No. 3, *Deposits with Financial Institutions, Investments [Including Repurchase Agreements], and Reverse Repurchase Agreements*. This means that the City's investments are either insured or registered, or that the securities are held by the City or its agent in the City's name. Category 1 investments contain less credit risk than other categories; therefore, City funds are invested with the lowest reasonable credit risk. The City's investments are earning a competitive yield.

Summary of Cash and Investments as of March 31, 2015

1. Cash, Deposits, and Certificates of Deposit

<u>Description</u>	<u>Balance 2/28/2015</u>	<u>Balance 3/31/2015</u>	<u>Year-to-Date Increase (Decrease)</u>
Wells Fargo-General/Sweep Accounts	\$9,917,303	\$8,816,577	\$ (1,100,726)
Wells Fargo-Payroll Account	72,386	140,444	
Wells Fargo-Asset Forfeiture Account (Police) *	5,432	5,432	-
Wells Fargo-Evidence Holding Account (Police) *	8,671	8,671	-
First National Bank CD (Lease Revenue Bond Reserve) *	420,157	425,113	-
Petty Cash-Finance	150	150	-
Petty Cash-Police	300	300	-
Petty Cash-Port	100	100	-
Petty Cash-Youth Center	260	260	-
Petty Cash-Recycling	50	50	-
Petty Cash-Public Works	-	-	-
Total	<u>\$10,424,808</u>	<u>\$9,397,097</u>	<u>(\$1,100,726)</u>

* - Restricted Funds

CITY OF BETHEL
FINANCIAL REPORT
Bank and Investment Accounts

**2. Investments held in the Central Treasury:
As of March 31, 2015**

Description	Market Value 2/28/2015	Market Value 3/31/2015	Year-to-Date Increase (Decrease)
01-12700 Wells Fargo Investments	\$772,121	\$1,731,748	\$959,627
01-12800 Wells Fargo Investments (Lease Revenue Bond Pmt Acct)	\$319,176	\$319,178	3
01-12900 Time Value Investments	\$1,441,688	\$1,346,069	(95,618)
01-12500 Alaska Municipal League Investment Pool	\$154,789	\$154,789	-
Total	\$2,687,773	\$3,551,785	\$864,012

**3. Restricted Accounts *
As of March 31, 2015**

Description	Market Value 2/28/2015	Market Value 3/31/2015	Year-to-Date Increase (Decrease)
90-12600 Piper Jaffray Investments *	\$ 1,866,170	\$ 1,874,862	\$ 8,692
40-12200 BATH Center Account *	4,562,117	4,643,075	80,958
52-12300 Deferred Seawall Maintenance Account *	1,620,022	1,722,135	102,113
52-12500 Pro Equities - Dock Deferred Maintenance *	481,283	481,815	531
Total	8,529,593	8,721,887	192,294

**TOTAL BANK AND INVESTMENT FUNDS ON HAND
As of March 31, 2015**

Description	Balance 2/28/2015	Balance 3/31/2015	Year-to-Date Increase (Decrease)
Cash, Deposits, and Certificates of Deposit	\$10,424,808	\$9,397,097	(\$1,027,711)
Investments	\$2,687,773	\$3,551,785	\$864,012
Restricted Accounts	8,529,593	8,721,887	\$192,294
Total	\$21,642,173	\$21,670,768	\$28,594

Total Central Treasury and Unrestricted Funds as of February 28, 2015:	\$ 12,509,665
Total Restricted Funds as of March 31, 2015:	9,161,102
	<u>\$ 21,670,768</u>

* - Restricted Funds

CITY OF BETHEL
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TAXES	607,067.42	5,066,049.45	8,132,000.00	3,065,950.55	62.3
STATE & FEDERAL REVENUES	.00	1,267,760.50	1,763,960.00	496,199.50	71.9
CHARGES FOR SERVICES	24,095.61	120,252.98	247,500.00	127,247.04	48.6
RENTAL INCOME	(200.00)	515.00	10,000.00	9,485.00	5.2
LICENSES, PERMITS & FEES	17,265.00	414,727.03	782,650.00	367,922.97	53.0
OTHER FINANCING SOURCES	.00	.00	62,949.00	62,949.00	.0
MISCELLANEOUS	1,172.42	82,704.75	51,650.00	(31,054.75)	160.1
TOTAL FUND REVENUE	649,400.45	6,952,009.69	11,050,709.00	4,098,699.31	62.9
<u>EXPENDITURES</u>					
ADMINISTRATION	56,869.10	265,481.81	553,979.00	288,497.19	47.9
CITY CLERKS OFFICE	15,421.40	111,077.91	179,792.00	68,714.09	61.8
FINANCE	74,401.21	483,161.32	728,869.00	245,707.68	66.3
PLANNING	17,752.05	159,907.67	276,440.00	116,532.33	57.9
TECHNOLOGY DEPARTMENTS	50,919.88	390,429.63	528,145.00	137,715.37	73.9
CITY ATTORNEY'S OFFICE	24,361.11	131,705.96	241,787.00	110,081.04	54.5
FIRE DEPARTMENT	134,813.74	727,372.45	1,128,079.00	400,706.55	64.5
POLICE	382,866.26	1,837,725.68	2,875,778.00	1,038,052.32	63.9
PUBLIC WORKS-ADMIN	22,127.68	142,993.20	227,989.00	84,995.80	62.7
PW-STREETS & ROADS	150,291.34	978,444.83	1,710,855.00	732,410.17	57.2
PROPERTY MAINTENANCE	77,926.88	401,077.24	748,205.00	347,127.76	53.6
PARKS & REC/BYC	83,719.60	309,368.34	606,371.00	297,002.66	51.0
COMMUNITY SERVICE	718.34	4,429.74	112,813.00	108,383.26	3.9
IN KIND MATCH & TRANSFERS	.00	.00	935,581.00	935,581.00	0
TOTAL FUND EXPENDITURES	1,072,188.59	5,943,175.78	10,854,683.00	4,911,507.22	54.8
NET REVENUE OVER EXPENDITURES	(422,788.14)	1,008,833.91	196,026.00	(812,807.91)	514.6

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

LAND PLANNING AND DEVELOPMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TRANSFERS IN	.00	.00	35,000.00	35,000.00	.0
TOTAL FUND REVENUE	.00	.00	35,000.00	35,000.00	.0
<u>EXPENDITURES</u>					
DEPARTMENT 50	.00	7,059.00	35,000.00	27,941.00	20.2
TOTAL FUND EXPENDITURES	.00	7,059.00	35,000.00	27,941.00	20.2
NET REVENUE OVER EXPENDITURES	.00	(7,059.00)	.00	7,059.00	0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

PARKS DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
PARKS DEVELOPMENT	.00	.00	73,277.00	73,277.00	0
TOTAL FUND EXPENDITURES	.00	.00	73,277.00	73,277.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	(73,277.00)	(73,277.00)	.0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 42	.00	1,721,215.93	3,123,988.42	1,402,772.49	55.1
SOURCE 43	41,641.90	212,985.38	351,380.00	138,394.62	60.6
TRANSFERS IN	.00	.00	1,330,065.00	1,330,065.00	0
MISCELLANEOUS	35.05	294.21	1,000.00	705.79	29.4
TOTAL FUND REVENUE	41,676.95	1,934,495.52	4,806,433.42	2,871,937.90	40.3
<u>EXPENDITURES</u>					
LOCAL FUNDED EXPENDITURES	85,253.14	856,478.82	1,472,091.00	615,612.18	58.2
STATE FUNDED EXPENDITURES	.00	2,055,056.18	3,123,988.42	1,068,932.24	65.8
TOTAL FUND EXPENDITURES	85,253.14	2,911,535.00	4,596,079.42	1,684,544.42	83.4
NET REVENUE OVER EXPENDITURES	(43,576.19)	(977,039.48)	210,354.00	1,187,393.48	(464.5)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
E-911 SURCHARGE	19,469.29	140,752.37	218,000.00	77,247.63	64.6
TOTAL FUND REVENUE	19,469.29	140,752.37	218,000.00	77,247.63	64.6
<u>EXPENDITURES</u>					
E-911 SERVICES	5,767.21	57,096.79	168,001.00	110,904.21	34.0
DEPARTMENT 51	1,796.42	16,167.78	00	(16,167.78)	.0
TOTAL FUND EXPENDITURES	7,563.63	73,264.57	168,001.00	94,736.43	43.6
NET REVENUE OVER EXPENDITURES	11,905.66	67,487.80	49,999.00	(17,488.80)	135.0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL SOURCES	00	75 00	59,510.00	59,435.00	.1
SOLID WASTE & RECYCLING	97,753.08	926,943.76	1,125,000.00	198,056.24	82.4
TOTAL FUND REVENUE	97,753.08	927,018.76	1,184,510.00	257,491.24	78.3
<u>EXPENDITURES</u>					
HAULED REFUSE	33,488.17	167,220.65	326,910.00	159,689.35	51.2
LANDFILL OPERATIONS	30,997.48	233,316.48	513,581.00	280,264.52	45.4
RECYCLING OPERATIONS	11,614.17	76,608.55	144,463.00	67,854.45	53.0
TOTAL FUND EXPENDITURES	76,099.82	477,145.68	984,954.00	507,808.32	48.4
NET REVENUE OVER EXPENDITURES	21,653.26	449,873.08	199,556.00	(250,317.08)	225.4

CITY OF BETHEL
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2015

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE FUNDING	00	.00	270,048.00	270,048.00	.0
WATER	293,858.25	2,459,341.95	3,374,486.00	915,144.05	72.9
SEWER	221,757.66	1,843,934.49	2,454,762.00	610,827.51	75.1
MISCELLANEOUS	(1,034.56)	100,418.97	192,800.00	92,381.03	52.1
TRANSFERS	.00	.00	(200,948.00)	(200,948.00)	.0
MISCELLANEOUS	854.48	4,412.64	200.00	(4,212.64)	2206.3
TOTAL FUND REVENUE	515,435.83	4,408,108.05	6,091,348.00	1,683,239.95	72.4
<u>EXPENDITURES</u>					
UTILITY BILLING	6,318.61	67,312.29	137,369.00	70,056.71	49.0
HAULED WATER	208,891.85	1,009,148.73	1,621,970.00	612,821.27	62.2
PIPED WATER	52,584.99	257,983.28	463,776.00	205,792.72	55.6
BETHEL HTS WTR TREATMENT	140,007.41	678,000.54	810,867.00	132,866.46	83.6
CITY SUB WTR TREATMENT	101,627.07	517,750.18	775,248.00	257,497.82	66.8
HAULED SEWER	199,433.29	1,091,862.63	1,681,537.00	589,674.37	64.9
PIPED SEWER	74,473.09	411,736.89	783,503.00	371,766.11	52.6
SEWER LAGOON	11,217.17	70,610.23	134,580.00	63,969.77	52.5
TOTAL FUND EXPENDITURES	794,553.48	4,104,404.77	6,408,850.00	2,304,445.23	64.0
NET REVENUE OVER EXPENDITURES	(279,117.65)	303,703.28	(317,502.00)	(621,205.28)	95.7

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTEREST & PENALTIES	1,130.40	7,677.77	10,000.00	2,322.23	76.8
STATE FUNDING	.00	.00	36,940.00	36,940.00	0
CHARGES FOR SERVICES	17,334.27	616,570.94	1,021,500.00	404,929.08	60.4
LEASE REVENUE	2,000.00	20,850.00	21,600.00	750.00	96.5
MISCELLANEOUS	.00	16,404.04	48,000.00	31,595.98	34.2
MISCELLANEOUS	3,644.30	18,354.73	11,000.00	(7,354.73)	166.9
TOTAL FUND REVENUE	24,108.97	679,857.48	1,149,040.00	469,182.52	59.2
<u>EXPENDITURES</u>					
DOCK EXPENDITURES	86,756.87	497,325.54	805,035.00	307,709.46	61.8
TOTAL FUND EXPENDITURES	86,756.87	497,325.54	805,035.00	307,709.46	61.8
NET REVENUE OVER EXPENDITURES	(62,647.90)	182,531.94	344,005.00	161,473.06	53.1

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LEASE INCOME	64,236.99	557,050.21	734,098.00	177,047.79	75.9
MISCELLANEOUS	4,986.24	14,674.02	14,000.00	(674.02)	104.8
TOTAL FUND REVENUE	69,223.23	571,724.23	748,098.00	176,373.77	76.4
<u>EXPENDITURES</u>					
LEASED PROPERTIES-MISC	3,761.54	12,702.45	23,900.00	11,197.55	53.2
LEASED PROP-COURT COMPLEX	57,828.83	429,844.27	569,787.00	139,942.73	75.4
TOTAL FUND EXPENDITURES	61,590.37	442,546.72	593,687.00	151,140.28	74.5
NET REVENUE OVER EXPENDITURES	7,632.86	129,177.51	154,411.00	25,233.49	83.7

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

EMPLOYEE GROUP HEALTH BEN.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
EMP GROUP BENEFITS REVENUES	255,233.79	1,443,264.99	1,482,680.00	39,415.01	97.3
TOTAL FUND REVENUE	255,233.79	1,443,264.99	1,482,680.00	39,415.01	97.3
<u>EXPENDITURES</u>					
EMPLOYEE GROUP HEALTH BENEFITS	127,147.23	1,977,017.85	1,482,680.00	(494,337.85)	133.3
TOTAL FUND EXPENDITURES	127,147.23	1,977,017.85	1,482,680.00	(494,337.85)	133.3
NET REVENUE OVER EXPENDITURES	128,086.56	(533,752.86)	00	533,752.86	0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	00	28,933.55	60,000.00	31,066.45	48.2
FEDERAL SOURCES	48,914.10	198,924.39	268,790.00	69,865.61	74.0
CHARGES FOR SERVICES	2,646.00	24,164.00	37,400.00	13,236.00	64.6
MISC REVENUE	.00	.00	700.00	700.00	.0
TOTAL FUND REVENUE	51,560.10	252,021.94	366,890.00	114,868.06	68.7
<u>EXPENDITURES</u>					
TRANSIT SYSTEM EXPENDITURES	43,353.12	284,638.63	449,998.00	165,359.37	63.3
TOTAL FUND EXPENDITURES	43,353.12	284,638.63	449,998.00	165,359.37	63.3
NET REVENUE OVER EXPENDITURES	8,206.98	(32,616.69)	(83,108.00)	(50,491.31)	(39.3)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL FUNDING	.00	.00	58,203.00	58,203.00	.0
CHARGES FOR SERVICES	154,279.82	778,963.75	1,218,238.00	439,274.25	63.9
SOURCE 49	.00	579.82	.00	(579.82)	.0
TOTAL FUND REVENUE	154,279.82	779,543.57	1,276,441.00	496,897.43	61.1
<u>EXPENDITURES</u>					
VEHICLE & EQUIP MAINT	153,130.93	779,543.95	1,276,440.00	496,896.05	61.1
TOTAL FUND EXPENDITURES	153,130.93	779,543.95	1,276,440.00	496,896.05	61.1
NET REVENUE OVER EXPENDITURES	1,148.89	(.38)	1.00	1.38	(.38 0)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

FLEET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	.00	.00	105,000.00	105,000.00	.0
TOTAL FUND REVENUE	.00	.00	105,000.00	105,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	105,000.00	105,000.00	.0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2015

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TRANSFERS	.00	.00	8,400.00	8,400.00	.0
MISCELLANEOUS	8,692.00	13,645.10	12,000.00	(1,645.10)	113.7
TOTAL FUND REVENUE	8,692.00	13,645.10	20,400.00	6,754.90	66.9
NET REVENUE OVER EXPENDITURES	8,692.00	13,645.10	20,400.00	6,754.90	66.9