



City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

Regular City Council Meeting

Tuesday, October 27, 2015

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
October 27, 2015 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

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

Byron Maczynski
Vice-Mayor
Term Expires 2016
545-0970
bmaczynski@cityofbethel.net

Leif Albertson
Vice-Mayor
Term Expires 2017
543-2819
labertson@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

Nikki Hoffman
Council Member
Term Expires 2017
nhoffman@cityofbethel.net

Alisha Welch
Council Member
Term Expires 2017
arwelch@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) *10-13-2015 Regular Meeting Minutes P2
- VII. REPORTS OF STANDING COMMITTEE**
 - a) Public Safety and Transportation Commission
 - b) Port Commission
 - c) Planning Commission
 - d) Parks, Recreation, Aquatic Health And Safety Center Committee
 - e) Finance Committee
 - f) Energy Committee
 - g) Public Works Committee
 - h) Marijuana Advisory Committee
 - i) Non Standing Committee Reports
- VIII. SPECIAL ORDERS OF BUSINESS**
 - a) United Pools Presentation (Mayor Robb)
- IX. UNFINISHED BUSINESS**
 - a) Public Hearing Of Ordinance 15-32: Amending Bethel Municipal Code Section 5.08, Alcoholic Beverages (Council Member Fansler)
 - b) AM 15-39: Approving The Agreement Between The University Of Alaska, Fairbanks, School Of Natural Science And Extension (City Manager Capela)
 - c) AM 15-47: Authorizing The City Manager To Enter Into A Contract With Wilson Agency For The City's Brokerage Services (Vice-Mayor Albertson)
- X. NEW BUSINESS**
 - a) *Introduction Of Ordinance 15-33: Amending Bethel Municipal Code Chapter 3.64, Personnel Rules And Regulations, Special Provisions, Prohibition Of Discrimination (Council Member Herman)
 - b) *Introduction Of Ordinance 15-34: Amending Bethel Municipal Code Chapter 4.20.050, Purchasing, Specifications Generally For Bids And Proposals, Prohibition Of Discrimination (Council Member Herman)
 - c) *AM 15-47a: Appointment Of Kurt Kuhne To the Planning Commission (Mayor Robb)

Agenda posted on October 21, 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 November 10, 2015**)



**City Council Meeting Agenda
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City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

- d) AM 15-48: Selection Of Electronic Devices For Council Members And Approving The Electronic Device Policy (Council Member Hoffman)
- e) *AM 15-49: PTO Request For City Manager, Five Days In December (City Manager Capela)
- f) AM 15-50: Council's Consideration Of Membership To National League Of Cities (City Manager Capela)
- g) *AM 15-51: Appointment Of Julene Webber To The Public Safety And Transportation Commission (Mayor Robb)
- h) Consideration Of State Legislative Priority Requests (City Manager Capela)
- i) Consideration Of Continued Funding For The City Of Bethel Public Transit System And Approval To Submit Grant Application (City Manager Capela)

XI. MAYOR'S REPORT

XII. MANAGER'S REPORTS

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

XV. EXECUTIVE SESSION

- a) AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Labor Negotiation Update City of Bethel Employees Association, Local 6055, APEA/AFT- Action may not be taken at an executive session, except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations (City Manager Capela)

XVI. ADJOURNMENT

Agenda posted on October 21, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on October 13, 2015 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb (telephonic)	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Vice-Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Chuck Herman (telephonic)
<input checked="" type="checkbox"/> Council Member Mark Springer	<input checked="" type="checkbox"/> Council Member Byron Maczynski
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Manager Ann Capela	<input checked="" type="checkbox"/> City Attorney Patty Burley
<input checked="" type="checkbox"/> City Clerk Lori Strickler	
Council Members Absent:	
<input checked="" type="checkbox"/> Council Member Heather Pike	

IV. PEOPLE TO BE HEARD

Mary Nanawaic - While attending the AVCP Convention last week, there was much discussion regarding alcohol and drug use in the region. With the use of these substances, the accidents, abuse and suicide will continue to increase. Considering the problems that already exist, she encouraged the Council to tax marijuana and alcohol to the highest amount allowed.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Springer
Seconded by:	Fansler
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Maczynski
Opposed:	-0

Main Motion: Move Special Orders of Business items A, B, and C to follow the Approval of the Consent and Regular Agenda.

Moved by: Springer
Seconded by: Fansler
Action: Motion carries by a vote of 6-0
In favor: Robb Albertson Springer Fansler Herman Maczynski
Opposed: -0

SPECIAL ORDERS OF BUSINESS

Item A – Review Canvass Board Certificate Of Election, October 6, 2015.

Item B – Resolution 15-16: Certifying The Results Of The City Of Bethel, Regular Municipal Election Held October 6, 2015.

Main Motion: Adopt Resolution 15-16.

Moved by: Springer
Seconded by: Maczynski
Action: Motion carries by a vote of 6-0
In favor: Robb Albertson Springer Fansler Herman Maczynski
Opposed: -0

Item C – Oath Administered To Newly Elected Council Members.

Richard Robb, Alisha Welch, Nikki Hoffman and Leif Albertson were administered their oath of office and took their place on the council bench.

Standing Council Members are:

Richard Robb

Leif Albertson

Chuck Herman

Zach Fansler

Byron Maczynski

Nikki Hoffman

Alisha Welch

VI. APPROVAL OF THE MEETING MINUTES

Item A – 9-22-2015 Regular Meeting Minutes

Item B – 9-22-2015 Special Meeting Minutes

Approved on the consent agenda.

VII. REPORTS ON STANDING COMMITTEE

Public Safety and Transportation Commission

Council Representative, Chuck Herman –

The Commission discussed the alcohol ordinance however the Commission didn't provide a recommendation to the Council on the ordinance. The Commission also discussed the did not provide a recommendation on the

Port Commission

No one available to provide a report.

Planning Commission

Kathy Hanson, Planning Commission Member–

Approved the warehouse space with the City and Alaska Marine Lines.

Discussed the ONC housing development.

Discussed Ordinance 15-29 regarding the amendment to the acquisition and disposal of land, the Planning Commission does not support the proposed Ordinance.

Main Motion: Amend the agenda to move Ordinance 15-29 to follow Reports of Standing Committees.

Moved by: Fansler

Seconded by: Maczynski

Action: Motion carries by a vote of 6-1

In favor: Albertson Fansler Herman Maczynski Hoffman Welch

Opposed: Robb

Parks, Recreation, Health, Safety and Aquatics Committee

Council Representative, Richard Robb –

A meeting of the Committee has not yet been held.

Finance Committee

Council Representative, Leif Albertson –

The Committee reviewed Ordinance 15-32 and provided recommendations to the City Council.

Public Works Committee

Council Representative, Byron Maczynski-

The Committee has not held a meeting since the last City Council Meeting.

Energy Committee

Council Representative, Zach Fansler –

Approved the resignation of Mary Weiss, thanked her for her service to the Committee.

Talked about tall towers and how that development may impact wind generation development in the community.

UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 15-29: Amending Bethel Municipal Code Chapter 4.08, Acquisition And Disposal Of Land.

Vice-Mayor Albertson opened the public hearing.

No one present to be heard.

Vice-Mayor Albertson closed the public hearing.

Main Motion: Adopt Ordinance 15-29.

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

Main Motion: Amend 4.08.050 Lease procedures, by inserting "after the recommendation of the planning commission, if available," after "City Council after a public hearing"

Moved by:	Robb
Seconded by:	Maczynski
Action:	No action taken on the motion.

Main Motion: Suspend the rules to hear from Kathy Hanson, Planning Commission Representative.

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

Main Motion: Postpone to the November 24th Council Meeting.

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

VIII. SPECIAL ORDER OF BUSINESS

Item D – Proclamation Commemorating The End Of WWII And Recognizing The Alaska Territorial Guard Members For Their Efforts In WWII.

Item E – Liquor License Applicant’s Opportunity To Defend Their Application Before The Governing Body As Per 3 AAC 304.145 – AC Quickstop Package Store License # 5418.

AC Quickstore, representative provided a summary of reasons for the Council to consider and requested the Council rescind the resolution protesting the application.

IX. UNFINISHED BUSINESS

Item B – Public Hearing Of Ordinance 15-30: Amending Bethel Municipal Code 5.20.110, Denial, Suspension Or Revocation Of License Or Permit-Taxicab.

Vice-Mayor Albertson opened the public hearing.

No one present to be heard.

Vice-Mayor Albertson closed the public hearing.

Main Motion: Adopt Ordinance 15-30.

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

Item C – Public Hearing Of Ordinance 15-31: Adding Bethel Municipal Code Section 10.02.465, Operation Of Low Speed Vehicles.

Vice-Mayor Albertson opened the public hearing.

No one present to be heard.

Vice-Mayor Albertson closed the public hearing.

Main Motion: Adopt Ordinance 15-31.

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

Amend the Ordinance to strike the proposed language and insert "10.02.465 Operation of low-speed vehicles,
A. Low speed vehicles are authorized within the City of Bethel, subject to the provisions of all state and municipal laws and ordinances.
B. Low speed vehicles operated only on city streets, may have a maximum speed greater than 25 miles per hour.
C. Low speed vehicles that operate or cross a state highway may not be modified to have a maximum speed greater than 25 miles per hour.
D. "Low speed vehicles" means a motor vehicle that has four wheels, that was manufactured to be capable of propelling itself and achieving a minimum speed of 20 miles an hour.
E. Low speed vehicles must meet weight, equipment, safety standards, vehicle registration and insurance requirements set by the Department of Motor Vehicles."

Primary Amendment:

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

Secondary Amendment: Amend to strike subsection B, and insert under subsection C, after "operate or cross" "a city street or."

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

Subsidiary

Motion: Ten minute break.

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

Item D – Public Hearing Of Ordinance 15-32: Amending Bethel Municipal Code Section 5.08, Alcoholic Beverages.

Vice-Mayor Albertson opened the public hearing.

Dave Trantham Jr. – Spoke in opposition to portions of Ordinance 15-32.

Allen Stoller- Spoke in opposition to the proposed Ordinance 15-32.

Mary Nanawaic –Stated this community already has too many issue surrounding alcohol.

Vice-Mayor Albertson closed the public hearing.

Main Motion: Adopt Ordinance 15-32.

Moved by:	Fansler
Seconded by:	Herman
Action:	Postponed

Primary

Amendment: Amend to strike in its entirety section 5.08.170, Keg Registration.

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

Primary Amend to strike in its entirety, under 5.08.110, Operation of
Amendment: License premises B, 7.

Moved by:	Robb
Seconded by:	Fansler
Action:	Motion does not carry by a vote of 1-6
In favor:	<input checked="" type="checkbox"/> Robb
Opposed:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch

Primary Insert under 5.08.110, Operation of License premises, B, 7, "Upon
Amendment: adoption of a municipal code allowing for the forfeiture."

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

Main Motion: Postpone Indefinitely

Moved by:	Maczynski
Seconded by:	Welch
Action:	Precedent of Motions- postpone time certain.

Main Motion: Postpone to the October 20, Special Meeting.

Moved by:	Hoffman
Seconded by:	Robb
Action:	Motion carries by a vote of 5-2
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler

Council Member Herman departed the meeting.

Item E – Resolution 15-14: Requesting Small Flight Passenger Carriers To Begin Conducting Baggage Checks On Flights To Bethel.

Main Motion: Adopt Resolution 15-14.

Moved by:	Maczynski
Seconded by:	Welch
Action:	Motion does not carry by a vote of 3-3
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson

Primary Amendment: Amend to insert "from Anchorage to Bethel" in the Title of the Ordinance; to insert "from Anchorage" in the first whereas statement; and to insert "from Anchorage" in the Now therefore, be it resolved.

Moved by:	Welch
Seconded by:	Fansler
Action:	Motion does not carry by a vote of 3-3
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson

Secondary Amendment: Amend the amendment to insert in the now therefore it be it resolved statement, after begin "working with law enforcement and TSA to begin conducting bag inspection."

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

Primary Amendment: Amend to insert originating in Anchorage to Bethel.

Moved by:	Hoffman
Seconded by:	Fansler

Action: | Motion carries by a vote of 4-0
In favor: | Robb Fansler Maczynski Welch
Opposed: | Hoffman Albertson

Secondary

Amendment: Insert after Bethel "St. Mary's and Aniak."

Moved by: | Welch
Seconded by: | Fansler
Action: | Motion carries by a vote of 4-2
In favor: | Robb Fansler Maczynski Welch
Opposed: | Albertson Hoffman

Primary
Amendment: Amend the Now Therefore it be it resolved to insert in the now therefore it be it resolved statement, after begin "working with law enforcement and TSA to begin conducting bag inspection" at the end of the statement.

Moved by: | Fansler
Seconded by: | Welch
Action: | Motion carries by a vote of 5-1
In favor: | Albertson Fansler Maczynski Hoffman Welch
Opposed: | Robb

Main Motion: Take a ten minute break.

Moved by: | Maczynski
Seconded by: | Hoffman
Action: | Motion carries by a vote of 5-1
In favor: | Robb Albertson Maczynski Hoffman Welch
Opposed: | Fansler

X. NEW BUSINESS

Item A – AM 15-43: Appointing Six Members To The Marijuana Advisory Committee.

Main Motion: Adopt AM 15-43.

Moved by: | Fansler
Seconded by: | Welch
Action: | Motion carries by a vote of 6-0
In favor: | Robb Albertson Fansler Maczynski Hoffman Welch
Opposed: | -0

Item B – AM 15-44: Appointing Lorin Bradbury To The Planning Commission.

Passed on the consent agenda.

Item C – AM 15-45: Appointing Eileen Henrikson To The Public Safety And Transportation Commission.

Passed on the consent agenda.

Item D – AM 15-46: Approve Sole Source Justification For The Purchase Of Wind Turbine Maintenance And Repair Services From Northern Power Systems.

Main Motion: Approving AM 15-46.

Moved by:	Fansler
Seconded by:	Hoffman
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	—0

Item E – AM 15-47: Authorizing The City Manager To Enter Into A Contract With Wilson Agency For The City’s Brokerage Services.

Main Motion: Approving AM 15-47.

Moved by:	Fansler
Seconded by:	Hoffman
Action:	Postponed

Main Motion: Postpone until the next regular meeting.

Moved by:	Robb
Seconded by:	Hoffman
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	—0

Council Member Maczynski departed the meeting at 10:48p.

Main Motion: Extend the meeting to 11:30

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

XI. MAYOR'S REPORT

XII. MANAGER'S REPORT

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

Council Member Zach Fansler –

Provided condolences to Hooper Bay for their losses.

The State of Alaska celebrated Indigenous People's Day yesterday.

Thanked all of the Election Officials and the City Clerk for their work on the Election.

Welcomed the two new members to Council, Congratulated the two returning members and thanked Mr. Springer and Ms. Pike for their hard work for this community.

Vice-Mayor Albertson –

Thanked the voters for the reelection.

Provided special thanks to the first responders who have been incredibly busy the last few weeks.

Thanked his wife, Jenni Dobson for her support of him being on council.

Mayor Robb –

Sympathies thoughts and prayers to the community of Hooper Bay.

Thanked the voters for their support and for taking the time out of their day to vote in the Election.

Congratulated Leif Albertson for his reelection, stated his appreciation for his hard work over the last two years.

Congratulated the two new members to the Council.

Thanked Mark Springer for his service on the City Council and as a representative on the Alaska Municipal League.

Thanked Heather Pike for her service on Council and for her work on the Alaska Territorial Guard Park Committee.

Council Member Nikki Hoffman –

Thanked all of the voting officials for their hard work as well as the community of Bethel for participating in the local election. Looks forward to what the future holds.

Council Member Alisha Welch –

Thanked the election officials and all of the voters, the outgoing council members and the current council members.

XV. ADJOURNMENT

Main Motion: Adjourn.

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

Council adjourned at 11:14 p.m.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Reports of Standing Committees



City of Bethel, Alaska

Public Works Committee Agenda

Wednesday, October 21, 2015 Regular Meeting 6:30PM City Hall Council Chambers

MEMBERS

Byron Maczynski
Council Rep.
Term Expires
10/2016

Frank Neitz
Chair
Term Expires
12/2016

Scott Guinn
Vice-Chair
Term Expires
12/2017

Robert Champagne
Committee Member
Term Expires
12/2017

Jennifer Dobson
Committee Member
Term Expires
12/2017

Donna Lindsey
Committee Member
Term Expires
12/2015

Delbert Egoak
Committee Member
Term Expires
12/2015

Alisha Welch
Alternate Member
Term Expires
12/2018

Joseph Klejka
Alternate Member
Term Expires
12/2017

Muzaffar Lakhani
Ex-Officio Member

Secretary/Recorder
Pauline Boratko

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (5 Minute Limit)
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
 - A. Minutes from the previous regular meeting – September 16, 2015 (there was a meeting).
- VI. SPECIAL ORDER OF BUSINESS
- VII. UNFINISHED BUSINESS
 - A. Water & Sewer Master Plan/Institutional Corridor Piped Water Supply Project, alternate routing of the pipe alignment if Hospital does not commit to buy the water from the city – The negative impact on revenue if Hospital does not buy water from city - Frank Neitz
 - B. Sewer Lagoon, – RFP (Request for Proposal) for PER (Preliminary Engineering Report) & ER (Environmental Report) for Truck Dump Site and other options. -Frank Neitz
 - C. Wind Turbine Maintenance Contract sole sourcing to Northern Power – Frank Neitz
- VIII. NEW BUSINESS
 - Need of safety lighting in different Neighborhoods- Scott Guinn.
 - Installing the Lining/sleeves inside the old metallic water supply pipes- Byron Maczynski
 - Landfill hours for Saturdays- Byron Maczynski
- IX. Director’s Report
- X. MEMBER COMMENTS
- XI. ADJOURNMENT



City of Bethel, Alaska

Parks, Recreation, Aquatic, Health & Safety Center

Committee Agenda

Regular Meeting

October 23, 2015 – 6:00p.m.

City Hall 300 State Highway

Barbara Mosier
Committee Member
Term Expires 12/2018

Mary Weiss
Committee Member
Term Expires 12/2018

Kathy Hanson
Committee Member
Term Expires 12/2018

Michelle DeWitt
Committee Member
Term Expires 12/2017

Beverly Hoffman
Committee Member
Term Expires 12/2018

Judy Wasierski
Committee Member
Term Expires 12/2018

Rick Robb
Council Rep
Term Expires 10/2015

Vacancy
Alternate Committee Member
3 Year Term

Vacancy
Alternate Committee Member
3 Year Term

Matthew Ross
Committee Recorder
545-4901

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PEOPLE TO BE HEARD – THREE MINUTES PER PERSON**
- IV. APPROVAL OF AGENDA**
- V. SPECIAL ORDER OF BUSINESS**
 - a. Election of Chair.
 - b. Election of Vice Chair
- VI. APPROVAL OF MINUTES**
- VII. DEPARTMENT HEAD REPORT**
- VIII. UNFINISHED BUSINESS**
- IX. NEW BUSINESS**
 - a. Establish Regular Meeting Date.
 - b. Review Goals and Expectations.
- X. MEMBER COMMENTS**
- XI. ADJOURNMENT**

City of Bethel, Alaska

Planning Commission Meeting

Oct. 8, 2015

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Planning Commission was held on Thursday, Oct. 8, 2015, at 6:30 PM at the City Hall break room, in Bethel, Alaska. Chair Shantz called the meeting to order at 6:30 pm.

II. ROLL CALL

Compromising a quorum of the Commission, the following members were present for roll call: John Guinn, Joy Shantz, Kathy Hanson, and Cliff Linderoth. Also present was Recorder Betsy Jumper and Acting City Manager Pete Williams and Mr. Bob Angaiak of Orutsararmuit Native Council (ONC).

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

IV. APPROVAL OF AGENDA

MOTION TO APPROVE THE AGENDA OF OCT. 8, 2015

MOVED:	John Guinn	To approve the agenda for the meeting of October 8, 2015.
SECONDED:	Kathy Hanson	
VOTE ON MOTION	All in favor 4 yes and 0 opposed. Motion carries.	

V. APPROVAL OF MINUTES FROM THE AUGUST 13TH AND SEPTEMBER 10TH 2015 PLANNING MEETINGS

MOTION TO APPROVE THE MINUTES FROM AUG. 13 AND SEPT. 10

MOVED:	John Guinn	To approve both meeting minutes.
SECONDED:	Cliff Linderoth	
VOTE ON MOTION	All in favor 4 yes and 0 opposed. Motion carries.	

VI. NEW BUSINESS: A. Alaska Marine Lines Renewal of the lease for the warehouse located at the city dock—formerly the Northland warehouse; (ACTION ITEM)

MOTION TO APPROVE THE RENEWAL OF THE LEASE

MOVED:	Cliff Linderoth	To approve and recommend to City Council the renewal of the Alaska Marine Lines warehouse lease as written.
SECONDED:	Kathy Hanson	
VOTE ON MOTION	All in favor 4 yes and 0 opposed. Motion carries.	

B. Transfer of Title for United States Survey No. (USS) 4117, lot 15—the old Army National Guard Readiness Center location—located approximately across from the “Q-2”; transfer the Title back to the City of Bethel from the Bureau of Land Management (BLM); (ACTION ITEM)

MOTION TO TABLE ITEM B

MOVED:	Kathy Hanson	To table item until further information can be gathered from City of Bethel Administration and then bring item B back to the Planning Commission.
SECONDED:	Cliff Linderoth	
VOTE ON MOTION		
All in favor 4 yes and 0 opposed. Motion carries.		

C. Orutsararmuit Native Council (ONC) would like for the City of make a road, so ONC can have access to their land, Lot 13, USS 4117, near Lot 15, USS 4117, for a possible future housing development (DISCUSSION).

Mr. Bob Angaiak gave a presentation and the history of the above. ONC is not asking for the City to make a road, rather, they would like the City’s blessing to build on the right-of-way (R.O.W.) Mr. Angaiak gave a brief overview of the proposed development.

D. Introduction of Ordinance 15-29: Amending the Bethel Municipal Code (BMC) Chapter 4.08—Acquisition and Disposal of Land; (ACTION ITEM)

MOTION TO DISAPPROVE THE INTRODUCTION OF ORDINANCE 15-29 AMENDING THE BMC CHAPTER 4.08-ACQUISITION AND DISPOSAL OF LAND.

MOVED:	Cliff Linderoth	To recommend to City Council to disapprove the introduction of Ordinance 15-29.
SECONDED:	Kathy Hanson	
VOTE ON MOTION		
All in favor 4 yes and 0 opposed. Motion carries.		

E. Request by City Attorney to look into/review/discuss: towers ordinance; city-wide zoning; nuisance properties; abandoned properties; site plan permits; easements; subdivisions; conditional use/special use permits; and property taxes

MOTION TO POSTPONE ITEM E.

MOVED:	Kathy Hanson	To postpone item E until next meeting.
SECONDED:	Cliff Linderoth	
VOTE ON MOTION		
All in favor 4 yes and 0 opposed. Motion carries.		

VII. COMMISSIONER’S COMMENTS: John, Cliff, and Kathy had no comments. Joy expressed concerns of boats and vehicles in the City’s R.O.W.’s. What’s going to happen when and if it snows and the plows are unable to adequately plow City roads? And, great news, the Planning Commission is going to get two new members!

City of Bethel, Alaska

Public Safety & Transportation Commission

September 1st, 2015

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

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

This meeting was called to order at 7:04PM

II. ROLL CALL

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

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

Other Present: Patty Burley *City Attorney*

III. PEOPLE TO BE HEARD

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

IV. APPROVAL OF AGENDA

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

V. APPROVAL OF MINUTES

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

VOTE ON MAIN MOTION	All in favor.
---------------------	---------------

VI. SPECIAL ITEM OF BUSINESS

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

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

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

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

VII. CHIEFS' COMMENTS

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

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

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

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

The EMT-1 course will begin on Sept 21st through December 4th. If anyone is interested in volunteering as an EMT and would like to take the course, it would be a great way to serve the community. Recruitment is encouraged and if qualified applicants are obtained, there will be incentives (hat, buttons, supporter t-shirt) for the referral.

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

Chief Andre Achee – *See Report in Commission Packet*

VIII. TRANSPORTATION INSPECTOR REPORT

See Report in Commission Packet

IX. COUNCIL MEMBER’S COMMENTS

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

X. UNFINISHED BUSINESS

A. Drug Screening Policy for Chauffeurs

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

B. Taxi Permit Number and Vehicle Numbers

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

C. Revocation of Vehicle Permit (BMC 5.20.110)

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

XI. NEW BUSINESS

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

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

B. Council Recommendations for BMC Changes

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

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

(ii). Ordinance #15-21

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

C. Community Preparedness – PFD (Chair Dewey)

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

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

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

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

D. City Council Candidacy (Vice Chair Welch)

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

I. COMMISSION MEMBER COMMENTS

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

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

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

Alisha Welch- No comments.

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

II. ADJOURNMENT

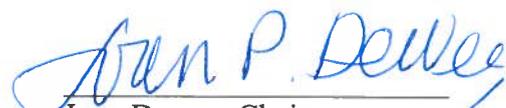
MOVED:	Welch	Motion to adjourn.
SECONDED:	Herman	
VOTE ON MAIN MOTION	All in favor.	

Meeting adjourned at 9:48pm

APPROVED THIS 5th DAY OF October, 2015.



 Christina Him, Recorder



 Joan Dewey, Chair

Special Order of Business

Unfinished Business

Introduced by: Council Member Fansler on behalf
of the City Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
October 20, 2015
October 27, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-32

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

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

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

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

Chapter 5.08 **ALCOHOLIC BEVERAGES**

Sections:

~~5.08.010~~ — Defined.

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

~~5.08.020~~ — Closing hours.

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

~~5.08.040~~ — Maintenance of order.

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

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

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

~~5.08.080~~ — Sunday and holiday sales.

~~5.08.090~~ — Election day sales.

~~5.08.100~~ — Minors.

~~5.08.110~~ — Permitting violation.

~~5.08.120~~ — Inspection of premises.

~~5.08.130~~ — Violation — Penalty.

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37 ~~5.08.010-Defined.~~

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

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

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

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

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

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

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

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

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

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

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67 ~~2. In a straight line, regardless of obstructions, to the nearest public sidewalk,~~
68 ~~walkway, street, road or highway by the nearest route;~~

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

71 ~~5.08.020 Closing hours.~~

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

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

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

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

84 ~~5.08.040 Maintenance of order.~~

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

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

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

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

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

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

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

108 ~~5.08.080 Sunday and holiday sales.~~

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

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

120

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

126 ~~5.08.090 Election day sales.~~

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

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131 ~~5.08.100 Minors.~~

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

134 ~~5.08.110 Permitting violation.~~

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

137 ~~5.08.120 Inspection of premises.~~

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

142 ~~5.08.130 Violation – Penalty.~~

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

145

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

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166 5.08.210 Alcohol Offenses
167 5.08.220 Penalties

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172 **5.08.010 Definitions.**

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

177
178 B. "Board" means the Alcoholic Beverage Control Board established under AS
179 04.06.010.

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

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

192
193 E. "Liquor License" means any of the licenses or permits described in AS 04.11.080

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

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

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

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211 **5.08.020 Procedure for Administrative Review of License Applications.**

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- A. Upon receipt of notice from the Board of an application for the issuance, renewal, transfer of location or transfer to another person of a liquor license for a license location in the City, the clerk shall as soon as practicable distribute copies of the notice to the city manager, the city council and the city attorney.
- B. The city manager shall immediately refer the application for review as follows:
 - 1. To the planning director or their designee to determine if the applicant has complied with the Special Use provisions of BMC 16.20;
 - 2. To the finance director or their designee to determine whether the licensee or license transferee is delinquent in paying to the City any tax, assessment, business license fee, or fee or charge for utility service for the business and/or affiliate (as defined in 3 AAC 304.990) that operates or will operate, under the liquor license.
 - 3. To the police and fire chiefs to determine whether, in their opinion there have been excessive calls for service, excessive numbers of convictions or arrests for unlawful activity at the license location, police or ambulance reports, reports of unlawful activity at the license location, or police, fire or ambulance dispatches to the license location.
- C. The fire chief, police chief, planning director and finance director shall forward written statements to the city manager within fourteen (14) calendar days after the application was referred by the city manager.
- D. The city manager shall provide a written report to the city council, with a copy to the applicant, listing any objections to the Board's issuance of the application.

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239 The city manager's report is due not less than twenty (20) days but not more
240 than thirty (30) days after the date of receipt of notice from the city clerk.
241

242 E. An applicant who believes the city manager's report contains factual errors shall
243 file a written protest outlining, with specific, the sections of the report believed to
244 be factually incorrect. Such protest must be filed to the city manager not later
245 than ten (10) calendar days after issuance of the city manager report.
246

247 F. The city manager shall investigate the applicant's protest and shall issue a
248 written decision no later than ten (10) calendar days after receipt of the protest.
249

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

253 **5.08.030 City Council Review of License.**

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

- 257 1. City records indicating whether the applicant and/or transferor is in violation
258 of the city sales tax ordinances or regulations, has failed to comply with any
259 of the filing, reporting or payment provisions of the city ordinances or
260 regulations, or has any unpaid balance due on tax accounts for which the
261 applicant and/or transferor is liable;
- 262 2. The character and public interests of the surrounding neighborhood;
- 263 3. Actual and potential law enforcement problems;
- 264 4. Whether the applicant can demonstrate prospective or continued compliance
265 with a liquor server awareness training program approved by the Board, such
266 as or similar to the program for techniques in alcohol management (T.A.M.);
- 267 5. The concentration of other licenses of the same and other types in the area;
- 268 6. Whether the surrounding area experiences a high rate of alcohol abuse, crime
269 or accidents in which the abuse of alcohol is involved;
- 270 7. The adequacy of parking facilities;
- 271 8. The safety of ingress to and egress from the premises;

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- 272 9. Compliance with state and local fire, health and safety codes;
- 273 10. The degree of control the licensee has or proposes to have over the conduct
274 of the licensed business. In determining the applicant's demonstrated ability
275 to maintain order and prevent unlawful conduct, the city council may consider
276 police reports, the appearance of a readily identifiable pattern or practice of
277 recurring violent acts or unlawful conduct on the licensed premises.
278 testimony presented before the council, written comments, or other evidence
279 deemed to be reliable and relevant to the purpose of this subsection;
- 280 11. Whether the applicant can demonstrate prospective or continued compliance
281 with operations procedures for licensed premises set forth in BMC section
282 5.08.110.
- 283 12. The proximity to a school or church, senior citizen apartment
284 housing/facilities, alcohol inpatient or outpatient treatment;
- 285 13. Any history of convictions of the applicants and affiliates of the applicants for:
286 (a) Any violation of AS Title 04;
287 (b) Any violation of city ordinances;
- 288 14. If application is made for the renewal or transfer of location or transfer of
289 ownership of a license, the City shall consider whether the operator has
290 engaged in a pattern of practices injurious to public health or safety, such as
291 providing alcohol to minors or intoxicated persons, committing serious
292 violations of state law relevant to public health or safety, or other actions
293 within the knowledge and control of the operator which place the public
294 health or safety at risk. In determining if a pattern or practices injurious to
295 public health or safety exists, the city council may consider criminal
296 convictions, credible proof of illegal activity even if not prosecuted, police
297 reports, testimony presented before the council, or other evidence deemed to
298 be reliable and relevant to the purpose of this subsection.
- 299 15. Any other factor the city council determines is relevant to a particular
300 application.

301 **5.08.40 Council Action on Liquor License Applications.**

- 302 A. At the date and time set for consideration of the proposed application, the city
303 council shall determine whether to protest the issuance, renewal, relocation or
304 transfer of a license.
305

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- 306 B. If a majority of the city council votes to protest the application, a resolution shall
307 be prepared and introduced at the next regularly scheduled council meeting or
308 earlier if necessary to meet the requirements of AS 04.11.480.
309
310 C. At least seven (7) calendar days prior to the council meeting, the city clerk shall
311 provide the applicant with:
312
313 1. A copy of the proposed resolution; and
314 2. Notice of the date and time when council will consider the resolution; and
315 3. Notice the applicant will have an opportunity, pursuant to 3 AAC
316 304.145(d), to appear before the council to defend the application.
317
318 D. A protest by the council under this section cannot be based in whole or in part
319 on police reports or other written materials available to the City but which were
320 not provided to the affected applicant before the public hearing on that protest.
321
322 E. At the conclusion of the public hearing, and any deliberation of the council, the
323 council may choose to:
324
325 1. Pass the resolution protesting to the Board the issuance, transfer or
326 renewal of the liquor license application; or
327 2. Recommend the license be approved with conditions; or
328 3. Take no action on the application.
329

330 **5.08.050 Special Use Permit Required.**

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

335 **5.08.060 Restriction on Location of Alcohol Sales.**

- 336 A. No beverage dispensary or package store licensee may sell or offer to sell any
337 alcoholic beverage within three hundred (300) feet of a church building or within
338 three hundred (300) feet of any school grounds.
339

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- 340 B. No other type of premises licensed under AS 04.11.080 may sell or offer to sell
341 any alcoholic beverage in or within two hundred (200) feet of a church building,
342 school grounds, senior housing facility, or alcohol treatment facility.
343
344 C. For purposes of this section, distance shall be measured by the most direct route
345 of travel on the ground and shall be measured in the following manner:
346
347 1. From the main parking lot street entrance off of an established roadway of
348 the establishment from which alcoholic beverages are sold or offered for
349 sale;
350 2. In a straight line, regardless of obstructions, to the nearest public
351 sidewalk, walkway, street, road or highway by the nearest route;
352 3. To the main entrance of the church building, senior housing facility,
353 alcohol treatment facility or to the nearest portion of the school grounds.

354 **5.08.070 Licensee Responsible for Employees' Actions on Premises.**

- 355 A. A licensee may neither knowingly allow agents or employees to violate this
356 chapter or AS Title 04 or regulations adopted thereunder, or to recklessly or with
357 criminal or civil negligence fail to act in accordance with the duties prescribed
358 under AS 04.21.030 with the result that an agent or employee of the licensee
359 violates a law, regulation or ordinance.
360
361 B. The licensee shall be responsible for all acts or omissions of the licensee's
362 employees on the licensed premises. The licensee may be cited and prosecuted
363 for all acts or omissions of employees which are committed on the licensed
364 premises and which are in violation of this chapter; provided, however, that the
365 prosecution of the licensee shall not prohibit the prosecution of the employee for
366 acts or omissions committed by the employee in violation of any provision of this
367 chapter.

368 **05.08.080 Hours and Days of Operation.**

- 369 A. Premises licensed under AS 4.11.080 for the service and consumption of
370 alcoholic beverages shall be closed for the sale, service and consumption of
371 alcoholic beverages between the hours of 10:00 p.m. and 11:00 a.m. Monday
372 through Friday, and between the hours of 11:00 p.m. and 11:30 a.m. on
373 Saturday or Sunday or on a legal holiday recognized by the state under AS

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374 44.12.010 with the exception of New Year's Day during which the establishment
375 shall close at 1:00 am.

376
377 B. All other retail premises licensed under AS 4.11.080 shall be closed for the sale
378 of alcoholic beverages between the hours of 12:00 a.m. and 12:00 p.m. Monday
379 through Friday, between the hours of 2:00 a.m. and 3:00 p.m. on Saturday, and
380 between the hours of 2:00 a.m. and noon on Sunday.

381
382 C. A person may not sell, offer for sale, give, furnish, deliver or consume an
383 alcoholic beverage on premises licensed under AS 04.11 during the hours of
384 closure set forth in this section.

385
386 D. A licensee, an agent, or employee may not permit a person to consume alcoholic
387 beverages on the licensed premises between the hours of closure set forth in this
388 section.

389
390 E. A licensee, an agent, or employee may not permit a person to enter and a
391 person may not enter premises licensed under AS 04.11 during the hours of
392 closure set forth in this section. This subsection does not apply to common
393 carriers or to an employee of the licensee who is on the premises to prepare for
394 that day's or the next day's business.

395
396 F. As authorized by AS 04.16.070(b) the sale of alcoholic beverages on State and/or
397 City Election Days is not prohibited.

398 **5.08.090 Obligation to Enforce Restrictions within Licensed Premises.**

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

402 **5.08.100 Alcohol Server Training Course Requirement.**

403 A. A licensee, their agent or employee may not sell or dispense alcoholic beverages
404 to the public prior to the successful completion of a liquor server awareness
405 training program approved by the Board.

406

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407 B. A licensee, their agent or employee who elects to take an approved program
408 online, must have the examination proctored at the City of Bethel offices by a
409 duly appointed employee of the City.
410

411 C. Licensees, their agents and employee who sell or dispense alcoholic beverages
412 must be able to show proof of completion of a liquor server awareness training
413 program approved by the Board upon request by a peace officer, the city
414 manager (or their designee) or the Board.

415 **5.08.110 Operation of Licensed Premises.**

416 A. Except as otherwise provided in this section, the operations procedures set forth
417 in subsection B of this section shall apply to all persons seeking the issuance,
418 renewal or transfer of any license issued by the Board by virtue of AS Title 4 and
419 other applicable provisions of law allowing the sale or service of alcoholic
420 beverages. Subsections B1. of this section shall not apply to persons seeking the
421 issuance, transfer or renewal of licenses issued under AS Title 4 which do not
422 authorize the sale or service of alcoholic beverages for consumption on the
423 premises licensed.

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

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

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

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

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

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- 438 iv. This subsection shall not be construed to prohibit licensees from
439 giving away or selling at a reduced price food items to customers
440 and patrons.
- 441 2. *Public Transportation.* Licensees shall make available to their patrons access
442 to means of public transportation to permit patrons to make arrangements for
443 transportation off the premises.
- 444 3. *Notice of Penalties.* Operators shall place, at conspicuous locations within
445 licensed premises, a clear and legible sign describing applicable penalties for
446 driving under the influence, and for service or sale of alcoholic beverages to
447 minors or intoxicated persons.
- 448 4. *Availability of Nonalcoholic Drinks.* Operators shall have nonalcoholic drinks
449 available for their patrons.
- 450 5. *Compliance Determination.* In order to determine whether applicants seeking
451 the issuance, renewal or transfer of alcoholic beverage licenses have
452 complied with the provisions of this chapter, applicants shall, at the request
453 of the City, submit to the city manager (or their designee) an alcoholic
454 beverage licensee compliance form. Upon request, operators shall also
455 provide the city manager with certificates from all current employees
456 demonstrating that those employees have successfully completed a liquor
457 service awareness training program such as the program for techniques in
458 alcohol management (T.A.M.) as approved by the Board.
- 459 6. *Solicitation of Purchase of Alcoholic Beverages for Consumption by Employee.*
460 A person employed by a licensee shall not solicit or encourage any patron of
461 the licensed premises to purchase alcoholic beverages for consumption by the
462 employee or by any other employee. For the purposes of this subsection, the
463 term "employee" includes any contractual arrangement by which an individual
464 provides services to the licensee, whether compensation be in the form of
465 salary, commission, fee or otherwise.
- 466 7. *Warning Signs for impoundment and Forfeiture of Vehicles Seized Pursuant to*
467 *an Arrest for or Charge of Driving Under the Influence or Refusal to Submit to*
468 *Chemical Tests.* Upon adoption of a municipal code allowing for the forfeiture,
469 operators shall display at conspicuous places in licensed premises two (2)
470 signs warning that vehicles are seized in cases of driving under the influence
471 or refusal to submit to chemical tests. One of these warning signs shall be at

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472 least eleven (11") inches by fourteen (14") inches in size, and must read, in
473 lettering at least one-half (1/2") inch high and in contrasting colors or black
474 and white, "DRIVE UNDER THE INFLUENCE—LOSE YOUR CAR." The sign
475 described in the preceding sentence must carry a logo or illustration approved
476 by the chief of police or their designee which shows an automobile being
477 towed. The second warning sign shall be at least eleven (11") inches by
478 fourteen (14") inches and must read, in letters at least one-quarter (1/4")
479 inch high and in contrasting colors or black and white, "WARNING: IF YOU
480 DRIVE UNDER THE INFLUENCE OR LET ANYONE DRIVE YOUR VEHICLE
481 UNDER THE INFLUENCE, YOU WILL LOSE YOUR VEHICLE. The police SEIZE
482 cars and trucks driven by intoxicated drivers. A vehicle will be IMPOUNDED
483 for 30 days for the driver's first DUI offense. A vehicle will be FORFEITED if
484 the driver has been convicted of DUI in the past ten (10) years."

485 C. *Mandatory identification check in the retail sale of alcoholic beverages:* Licensee
486 or licensee's employee or agent shall require any purchaser (and anyone
487 accompanying the purchaser) of alcoholic beverages to produce a current
488 government-issued identification with birth date and photograph for identification
489 check prior to any on-premises sale. The purpose of the identification check is to
490 verify age and eligibility to purchase alcoholic beverages. Failure to conduct the
491 mandatory identification check required by this section is a violation of code and
492 the licensee or licensee's employee or agent failing to conduct the mandatory
493 identification check shall be subject to the civil penalty provisions of this chapter.
494 For purposes of mandatory identification check required by this section:

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

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

504 3. An ongoing pattern of non-compliance with the mandatory identification
505 check required by this code may result in review of the conditions of use or
506 may result in the revocation of a special use permit previously approved by

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507 the city council. Action by the city council on licensee's special use permit
508 under this section shall be in addition to any criminal or civil penalty
509 applicable to the individual making the sale without performing the
510 mandatory identification check.

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

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

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

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

534 **5.08.120 Restrictions on Purchase and Sale of Alcoholic Beverages.**

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

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- 540 1. AS 04.11.160 (wholesale licenses) as a primary source of supply for the
541 alcoholic beverage being purchased, sold, or offered for sale;
- 542 2. AS 04.11.150 (package store) and the alcoholic beverage being purchased,
543 sold, or offered for sale was obtained from a person licensed under AS
544 04.11.160 (wholesale) as a primary source of supply; or
- 545 3. AS 04.11.130 (licensed brewery), 04.11.140 (licensed winery), or 04.11.170
546 (licensed distillery).

547 **5.08.130 Sale to Intoxicated Persons.**

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

556 **5.08.140 Eviction of Patrons.**

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

560 **5.08.150 Open Container.**

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

568 **5.08.160 Transportation of Alcohol.**

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

572 ~~5.08.170 — Keg Registration.~~

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

578 ~~1.—Require the purchaser of the alcoholic beverages to sign a declaration and~~
579 ~~keg registration form for the keg or other container on a form approved by~~
580 ~~the chief of police. The form shall contain:~~

581 ~~i.—The name and address of the seller and the purchaser;~~

582 ~~ii.—The type and identifying number of the identification presented by~~
583 ~~the purchaser pursuant to AS 04.21.050~~

584 ~~iii.—A sworn statement, signed by the purchaser under penalty of~~
585 ~~perjury, stating that the purchaser is twenty-one (21) years of age~~
586 ~~or older; will not allow persons under twenty-one (21) years of age~~
587 ~~to consume the alcoholic beverages purchased pursuant to AS~~
588 ~~04.16.051, will not remove or obliterate or allow the removal or~~
589 ~~obliteration of the temporary registration tag affixed to the keg or~~
590 ~~other container, and will return the keg to the seller within the time~~
591 ~~constraints set by the seller;~~

592 ~~iv.—The return date specified by the seller;~~

593 ~~v.—The particular address or addresses where the alcoholic beverages~~
594 ~~will be consumed, and the date on which it will be consumed;~~

595 ~~vi.—A warning that it is illegal to obscure or remove the registration~~
596 ~~tag; and~~

597 ~~vii.—The unique identifier of the temporary tag attached to the keg or~~
598 ~~container as required under this section.~~

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- 599 ~~2. Affix an approved temporary tag with a unique identifier to all containers over~~
600 ~~four (4) gallons or more of an alcoholic beverage prior to surrendering~~
601 ~~possession or control thereof to a consumer; and~~
- 602 ~~3. Require the purchaser to separately and prominently display a copy of the~~
603 ~~keg registration form within five (5) feet of the keg or other container while~~
604 ~~the keg or other container is in the purchaser's possession or control.~~
- 605 ~~4. Upon return of the keg or other container, the seller shall note the date~~
606 ~~thereof and the initials of the person who accepts the return.~~
- 607 ~~5. The licensee shall retain a copy of the keg registration form and receipt,~~
608 ~~which shall be retained on the licensed premises for a period of one (1) year.~~
609 ~~The records shall be available for inspection and copying by any peace~~
610 ~~officer, the city finance director or their designee, the Alcohol Beverage~~
611 ~~Control Board investigator or agent.~~
- 612 ~~B. Obligations of purchaser. Any person who purchases or leases kegs or other~~
613 ~~containers containing four (4) gallons or more of alcoholic beverages shall:~~
- 614 ~~1. Sign a declaration and keg registration form for the keg or other container on~~
615 ~~a form provided by the seller pursuant to subsection A. of this section;~~
- 616 ~~2. Provide identification pursuant to AS 04.21.050;~~
- 617 ~~3. Be of legal age to purchase, possess, or use alcoholic beverages;~~
- 618 ~~4. Not allow any person under the age of 21 to consume the beverage except as~~
619 ~~provided by AS 04.16.051;~~
- 620 ~~5. Not remove, obliterate, or allow to be removed or obliterated, the~~
621 ~~identification required under subsection C. of this section;~~
- 622 ~~6. Return the keg or other container to the place of purchase no later than the~~
623 ~~date indicated on the identification tag required under this section;~~
- 624 ~~7. Not move, keep, or store the keg or its contents, except for transporting to~~
625 ~~and from the distributor, at any place other than that particular address~~
626 ~~declared on the keg registration form; and~~

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627 ~~8. Separately and prominently display a copy of the keg registration form within~~
628 ~~five (5) feet of the keg or other container during the time that the keg or~~
629 ~~other container is in the purchaser's possession or control.~~

630 ~~C. Identification of containers.~~

631 ~~1. A keg registration form provided by licensees and approved by the Bethel~~
632 ~~police chief shall be properly completed by the licensee for sales and leases~~
633 ~~of kegs or other containers holding four (4) or more gallons of alcoholic~~
634 ~~beverages for off-premises consumption, and shall contain:~~

635 ~~2. The keg registration form affixed to the keg or container may serve as the~~
636 ~~purchaser's receipt.~~

637 ~~3. Kegs or other containers holding four (4) gallons or more of alcoholic~~
638 ~~beverages shall have a properly completed keg registration form affixed~~
639 ~~thereon when sold for off-premises consumption. Possession of a keg or~~
640 ~~other container which holds four (4) gallons or more of alcoholic beverages,~~
641 ~~other than on the seller's premises, without a properly completed registration~~
642 ~~and declaration form either affixed thereon or in possession of the person~~
643 ~~with the keg(s) or other container holding four (4) or more gallons of~~
644 ~~alcoholic beverages shall be a violation of this chapter.~~

645 **5.08.180 Inspection of premises.**

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

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

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

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662 to any renewal, transfer of location or transfer of ownership sought by the
663 licensee.

664

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

666

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

668

669 2. Protest the issuance, renewal, transfer, relocation or continued operation of
670 the license;

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

673

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

676

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

680 **5.08.190 Access for Enforcement.**

681 A. The public entrance of licensed alcoholic beverage establishments shall be open
682 and unlocked before and after the closing hour of such establishment if there are
683 any patrons in the establishment.

684

685 B. Licensees of licensed alcoholic beverage establishments, their employees and all
686 patrons in such establishments shall permit and aid the entry of any law
687 enforcement officer during all hours of operation and at any other time when
688 there are two or more persons in such licensed alcoholic beverage establishment.

689 C. Lack of knowledge, lack of intent and absence from the premises shall not be
690 defenses to any action brought under this section against any such employee in
691 charge of such establishment or such licensee.

692 D. The following evidence shall constitute a prima facie case of violation of this
693 section in any action under this section against any such employee in charge of
694 such establishment or against any licensee:

695 1. A law enforcement officer knocked heavily at the public entrance of a licensed
696 beverage dispensary or licensed alcoholic beverage establishment and such

Introduced by: Council Member Fansler on behalf
of the City Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
October 20, 2015
October 27, 2015
Action:
Vote:

697 entrance was not opened within one minute thereafter to permit his
698 entrance; plus

699 2. Evidence of sound emanating from the licensed alcoholic beverage
700 establishment, heard by such officer, and his opinion that he concluded that
701 two or more persons were in such establishment.

702 E. Licensees shall provide the Police Chief with their current hours of operation. Any
703 changes to the hours of operation shall be communicated, in writing, to the
704 Police Chief, at least three (3) business days prior to the change being
705 implemented.

706 **5.08.200 Alcohol Offenses.**

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

710 **5.08.210 Penalties.**

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
Premises Open during non-permissible hours	5.08.080A & B	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Premises Open during on non-permissible days	5.08.080A & B	No	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Selling, Offering for Sale, Giving, Furnishing, Delivering or Consuming Alcohol on Premises during hours of Closure	5.08.080C	No	\$300
Allowing person to consume alcohol on premises during hours of closure	5.08.080D	No	\$300
Allowing non-employee onto premises during hours of closure	5.08.080E	No	\$300

Introduced by: Council Member Fansler on behalf
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Allowing consumption on premises in violation of license	5.08.090	No	\$500
Selling or dispensing alcohol prior to successful completion of a liquor server awareness training program	5.08.100A	Yes	\$1,000
Allowing employee to sell or dispense alcohol prior to their successful completion of a liquor server awareness training program	5.08.100A	Yes	\$1,000
Failure to show proof of successful completion of a liquor server awareness training program	5.08.100C	Correctable	\$300
Violation of Happy Hour rules	5.08.110B1	No	\$300
Failure to provide access to means of public transportation to patrons	5.08.110B2	No	\$150
Failure to permit patron to arrange for transportation off premises	5.08.110B2	No	\$500
Failure to post clear and legible signs describing applicable penalties for DUI and for service of alcoholic beverages to minors or intoxicated persons	5.08.110B3	No	\$250
Failure to have non-alcoholic drinks available	5.08.110B4	No	\$150
Failure to submit an alcoholic beverage compliance form upon request	5.08.110B5	No	\$300
Solicitation by employee of the purchase of an alcoholic beverage for personal consumption by the employee	5.08.110B6	Yes	\$500
Failure to post warning signs for impoundment and forfeiture of vehicles seized pursuant to an arrest or charge of DUI or Refusal	5.08.110B7	No	\$250

Introduced by: Council Member Fansler on behalf
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Improper sized warning signs for impoundment and forfeiture of vehicles seized pursuant to an arrest or charge of DUI or Refusal	5.08.110B7	No	\$150
Failure to check identification of purchaser	5.08.110C	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Acceptance of non-conforming identification for purchase of alcoholic beverage	5.08.110C	Yes	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Failure to have security personnel on premises during hours of operation	5.08.110D	No	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Failure to install or maintain security equipment	5.08.110E	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Failure to report suspicious activity from security cameras to law enforcement	5.08.110E	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Interior camera not positioned to capture sales transactions	5.08.110E	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Failure to clear premises after closing	5.08.110F	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Failing to post age limit signs	5.08.150	No	\$300
Sale of alcoholic beverages improperly obtained	5.08.120	Yes	\$700

Introduced by: Council Member Fansler on behalf
of the City Attorney
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Sale of alcohol to an intoxicated person	5.08.130	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Providing alcohol to an intoxicated person	5.08.130	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Allowing another person to sell or provide alcohol to an intoxicated person	5.08.130A2	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Allowing an intoxicated person to enter and remain within licensed premises	5.08.130A3	Yes	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Permitting intoxicated person to consume alcoholic beverage within a licensed premise	5.08.130A3	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Permitting an intoxicated person to sell or serve an alcoholic beverage	5.08.130A4	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Carrying, transporting or possessing an open container in public	5.08.150	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Transportation of alcohol by common carrier	5.08.160	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000
Transportation of alcohol by commercial carrier	5.08.160	Yes	1 st Offense: \$500 2 nd Offense: \$700 3 rd & subsequent offenses: \$1,000

Introduced by: Council Member Fansler on behalf
of the City Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
October 20, 2015
October 27, 2015
Action:
Vote:

Failure to Require or complete keg registration form	5.08.170	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Incomplete keg registration form	5.08.170	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Failure to tag or improperly tagged keg	5.08.170	No	1 st Offense: \$150 2 nd Offense: \$300 3 rd & subsequent offenses: \$700
Removal or damaging of tag on keg	5.08.170	No	\$500
Failure to display keg registration form	5.08.170	No	\$300
Failure to affix keg declaration form to keg	5.08.170	No	\$300
Failure to retain keg declaration forms for one (1) year	5.08.170	No	\$500
Failure to make premises easily accessible for inspection by police officers	5.08.180A	Yes	\$700
Failing to maintain premises unlocked while patrons are on premises	5.08.190A	Yes	\$1,000
Failure to permit or aid the entry of law enforcement during hours of operation	5.08.190B	Yes	\$700
Failure to permit or aid the entry of law enforcement any time there are two (2) or more persons on the premises	5.08.190B	Yes	\$700

711
712 **SECTION 3. Effective Date.** This Ordinance shall become effective upon passage by the
713 City Council.
714
715 **ENACTED THIS ____ DAY OF (MONTH) 2015, BY A VOTE OF ___ IN FAVOR AND**
716 **OPPOSED.**

Introduced by: Council Member Fansler on behalf
of the City Attorney
Date: September 22, 2015
Public Hearing: October 13, 2015
October 20, 2015
October 27, 2015
Action:
Vote:

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ATTEST:

Lori Strickler, City Clerk

Richard Robb, Mayor

Proposed amendment #1 definition of school

5.08.010 H

School means the physical building and/or grounds of an educational facility operated either publicly or privately open to the public in which are taught subjects commonly taught in throughout the State of Alaska, from which children regularly travel freely and may be exposed to the sale of alcohol, and which is recognized as a school by the State of Alaska.

#2 Conditional Use permit

5.08.020 B 1.

To the planning director or their designee to determine if the applicant has compiled with the Special Use provisions of BMC ~~16.20~~ 18.60 if necessary

#3 Council actions

5.08.40 E 2

Recommend the license to be approved with or without conditions; or...

#4

5.08.050 Special Use Permit

delete entire section

#5 Restrictions on Locations of sales

5.08.060 C 1.

From the main parking lot ~~street entrance off of an established roadway~~ entrance of the establishment from which alcoholic beverages are sold or offered for sale

#6

5.08.080 Hours and days of operation

... shall be closed for the sale, service and consumption of alcoholic beverages between the hours of ~~10:00pm and 11:00am~~ 1 am and 10 am Sunday through Thursday, , and between the hours of ~~11:00pm and 11:30 am~~ 2 am and 10 am on Friday or Saturday or on a legal holiday...

#7

5.08.170 Keg registration: delete entire section

Recommendation from the Finance Committee

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5.08.100 Alcohol Server Training Course Requirement.

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

Comment [c1]: Wants to add in: "Licensee, and/or permittee"

5.08.110 Operation of Licensed Premises.

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

Comment [c2]: Insert "Security footage shall be retained by the operator for thirty days."

5.08.170 Keg Registration.

- A. Obligations of seller. Any person who sells or offers for sale kegs or other containers containing four (4) gallons or more of alcoholic beverages, or leases kegs or other containers capable of holding four (4) gallons or more of alcoholic beverage to consumers who are not licensed under AS 04.11 shall, prior to surrendering physical possession of the keg or other container:
 - 1. Require the purchaser of the alcoholic beverages to sign a declaration and keg registration form for the keg or other container on a form approved by the chief of police. The form shall contain:

Recommendation from the Finance Committee

- 38 i. The name and address of the seller and the purchaser;
- 39 ii. The type and identifying number of the identification presented by
40 the purchaser pursuant to AS 04.21.050
- 41 iii. A sworn statement, signed by the purchaser under penalty of
42 perjury, stating that the purchaser is twenty-one (21) years of age
43 or older; will not allow persons under twenty-one (21) years of age
44 to consume the alcoholic beverages purchased pursuant to AS
45 04.16.051, will not remove or obliterate or allow the removal or
46 obliteration of the temporary registration tag affixed to the keg or
47 other container, and will return the keg to the seller within the time
48 constraints set by the seller;
- 49 iv. The return date specified by the seller;
- 50 v. The particular address or addresses where the alcoholic beverages
51 will be consumed, and the date on which it will be consumed;
- 52 vi. A warning that it is illegal to obscure or remove the registration
53 tag; and
- 54 vii. The unique identifier of the temporary tag attached to the keg or
55 container as required under this section.
- 56 2. Affix an approved temporary tag with a unique identifier to all containers over
57 four (4) gallons or more of an alcoholic beverage prior to surrendering
58 possession or control thereof to a consumer; and
- 59 3. Require the purchaser to separately and prominently display a copy of the
60 keg registration form within five (5) feet of the keg or other container while
61 the keg or other container is in the purchaser's possession or control.
- 62 4. Upon return of the keg or other container, the seller shall note the date
63 thereof and the initials of the person who accepts the return.
- 64 5. The licensee shall retain a copy of the keg registration form and receipt,
65 which shall be retained on the licensed premises for a period of one (1) year.
66 The records shall be available for inspection and copying by any peace
67 officer, the city finance director or their designee, the Alcohol Beverage
68 Control Board investigator or agent.
- 69 B. Obligations of purchaser. Any person who purchases or leases kegs or other
70 containers containing four (4) gallons or more of alcoholic beverages shall:
- 71 1. Sign a declaration and keg registration form for the keg or other container on
72 a form provided by the seller pursuant to subsection A. of this section;

Comment [c3]: Strike this. Not necessary.

Comment [c4]: Strike this.

Recommendation from the Finance Committee

- 73 2. Provide identification pursuant to AS 04.21.050; Comment [c5]: Strike This. It's already understood that they would provide identification as they would be purchasing alcohol.
- 74 3. Be of legal age to purchase, possess, or use alcoholic beverages; Comment [c6]: Strike this.
- 75 4. Not allow any person under the age of 21 to consume the beverage except as
76 provided by AS 04.16.051; Comment [c7]: Strike this.
- 77 5. Not remove, obliterate, or allow to be removed or obliterated, the
78 identification required under subsection C. of this section;
- 79 6. Return the keg or other container to the place of purchase no later than the
80 date indicated on the identification tag required under this section; Comment [c8]: Strike this.
- 81 7. Not move, keep, or store the keg or its contents, except for transporting to
82 and from the distributor, at any place other than that particular address
83 declared on the keg registration form; and
- 84 8. Separately and prominently display a copy of the keg registration form within
85 five (5) feet of the keg or other container during the time that the keg or
86 other container is in the purchaser's possession or control. Comment [c9]: Strike This. This is a duplicate of line 602.

Failure to display keg registration form	5.08.170	No	\$300
--	----------	----	-------

Comment [c10]: Remove

87

Suggested modifications to Ordinance 15-32 from the City Clerk

Under 5.08.100 insert permittee to include those applying for a Caterer's permit, Special events permit, and Conditional contractor's permit

5.08.100 Alcohol Server Training Course Requirement.

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

City of Bethel Action Memorandum

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

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

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Finance Director		
<input checked="" type="checkbox"/>	City Manager	AKC	Recommend Approval
<input checked="" type="checkbox"/>	City Attorney		
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s):

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

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

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

2015/16

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

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

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

The parties do mutually agree as follows:

Article I

The UAF shall:

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

The City shall:

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

Article II

It is further mutually agreed that:

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

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

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

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

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

City of Bethel

University of Alaska Fairbanks

Ann K. Capela
City Manager

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

Date: _____

Date: _____

Fred Schlutt, Vice Provost of Extension & Outreach

Date: _____

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



UNIVERSITY
of ALASKA
Many Traditions One Alaska

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

April 21, 2015

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

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

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

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

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

Nancy Spink, ARM-E
Chief Risk Officer

2015

OLD/PREVIOUS
STAFFING
AGREEMENT

4H and Youth Development Program Director

Staffing Agreement

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

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

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

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

The parties hereto do mutually agree as follows:

City Shall:

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

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

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

It is further mutually agreed that:

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

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

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

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

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

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

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

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

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

2014

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

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

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

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

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

The parties hereto do mutually agree as follows:

City shall:

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

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

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

It is further mutually agreed that:

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

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

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

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

City of Bethel

University of Alaska

By: 
 Lee Foley
 Its: City Manager

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

Date: 08/01/2013

Date: 8-12-13

City of Bethel Staffing Agreement FY2014
Budget Page

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

* Includes 20.6% for leave benefits.

** FY2014 rate for exempt employees used,

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



MEMORANDUM

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

To All:

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

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

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

City will NOT provide or be responsible for:

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

The current inventory of assets:

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

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

Electronic Connectivity – Network Connection

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

Small kitchen appliances

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

Durable goods/large appliances:

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

Odds/Ends

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

Non perishable food and grocery items:

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

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

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

Outside the main BYC “Teen Center” building:

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

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

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

Items donated by City of Bethel to 4H Program

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

^ Approximately

To be Purchased and Donated: 4 regular telephones

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

Laptop	Dell	Latitude D820	2432XB1
Laptop	Dell	Latitude E6420	1RCZDV1
Laptop	Dell	Latitude E6420	GRCVDV1
Laptop	Dell	Latitude E6420	CSCZDV1
Laptop	Dell	Latitude E6420	8RCZDV1
Laptop	Dell	Latitude E6420	GSCZDV1
Desktop	Dell	Optiplex 780	BCCXHM1
Desktop	Dell	Optiplex 780	79CXHM1
Desktop	Dell	Optiplex 780	7CCXHM1
Desktop	Dell	Optiplex 780	9HRCYR1
Desktop	Dell	Optiplex 780	GCCXHM1
Desktop	Dell	Optiplex 780	49CXHM1
Desktop	Dell	Optiplex 780	J9CXHM1
Desktop	Dell	Optiplex 780	9HRGYR1
Desktop	Dell	Optiplex 780	9HRJYR1
Keyboard	Dell	RT7D50	CN-0W7658-37172-575-0KLQ
Keyboard	Logitech	K350	SC30414
Keyboard	Dell	SK-8118	CN-OJ4628-71616-57F-005T
Keyboard	Dell	L100	CN-ORH659-73571-032-01M0
Keyboard	Dell	L100	CN-ORH659-73571-032-01HV
Keyboard	Dell	KB212-B	CN-01HF2Y-71616-160-ONT8-A00
Keyboard	Dell	KB212-B	CN-01HF2Y-71616-1CK-051D-A00
Keyboard	Dell	L100	CN-ORH659-73571-032-01CK
Keyboard	Dell	KB212-B	CN-01HF2Y-71616-160-0MCG-A00
Keyboard	Dell	L100	CN-ORH659-73571-032-01D0
Mouse	Dell	M-UARDEL7	LZ011HCHMJ2
Mouse	Logitech	M510	LZ252B4
Mouse	Dell	M-UARDEL7	LZ011HC4MLR
Mouse	Dell	SR2320L	HOP5P489??8
Mouse	Dell	M-UARDEL7	LZ011HC4ML7
Mouse	Dell	MS111L	CN-09RRC7-44751-1CR-0F49
Mouse	Dell	M-UARDEL7	LZ011HC4MJQ
Mouse	Dell	MS111L	CN-09RRC7-44751-1CR-0213
Mouse	Dell	M-UARDEL7	LZ011HC4MJC
Mouse	Dell	MS111L	CN-09RRC7-44751-1CR-0GKW
Monitor	Dell	SR2320L	CN-0V6WMN-72872-0C5-16M1
Monitor	Acer	AL1703sm	ETL3409004533000B0PQ10
Monitor	Dell	SR-2320L	CN-0V6WMN-72872-14Q-1MM1
Monitor	Dell	SR2320L	CN-0V6WMN-72872-12A-0U6L
Monitor	Dell	E198FPf	CN-OCN078-72872-845-0HPH
Monitor	Acer	AL1916WA	ETL800C050712636A24031
Monitor	Dell	E176FPB	CN-0T9998-46633-59U-G3VM
Monitor	Dell	1503FP	KR-032DVX-47602-16Q-AGN5
Monitor	Dell	1702FP	MX-08G152-47605-2BB-DMBR

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



MEMORANDUM

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

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

- I. **City owned property:**
 - a. Leasing and use of the real property – the Teen Center building and associated property such as the playground, shed, greenhouse and the garden for the specific program.
 - b. The inventory and the use of electronic equipment including but not limited to computers, computer screens, printers, copiers, faxing and shredding machines.
 - c. The inventory and the use of all other equipment associated with the use of the kitchen and other related food services.
 - d. Inventory of furnishing and other office functioning equipment/furnishing purchased by the City or approved for purchase by other governmental agencies through a grant process.
 - e. Inventory of office, kitchen and cleaning equipment/supplies purchased as outlined in (d).
- II. **Utility and use of the building:**
 - a. Hours of operations of 4H program
 - b. The right of the City to co-locate another program at the property (for multi-use compatible services as deemed by the property owner with consultation of the U of A).
 - c. Accessibility to the building by the owner.
- III. **Maintenance of the Facility:**
 - a. The tenants as well as the owner's responsibility for normal maintenance and annual maintenance for but not limited to; water, sewer, heat, lights, phone and IT services.
 - b. Tenants and as well as owner's responsibility for winter and summer daily maintenance related to weather conditions.
- IV. **Contact Information:**
 - a. Clear outline of point of contact for the maintenance related calls, and documentation for maintenance work orders and other "landlord/tenant" list of contacts.

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

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

BETHEL YOUTH CENTER USAGE AGREEMENT

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

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

Phone number: 907-543-7711

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

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

Delia J. [Signature] for UAF employees
Signature of User

7/13/2015
Dated

City Use Only:

Ch. K. Kopela (City authorization)

By: CITY MANAGER

Key # Issued: 3 Date Issued: 07.13.2015

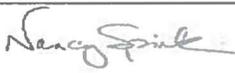
Date Returned: N/A - TO BE DETERMINED.

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

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



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

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

TEEN CENTER
RE-KEYED

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

KEY SIGN OUT

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

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

Ronda Sargent
Borrower Signature

Matt Ross
Key Issuer Signature

Ronda Sargent
Borrower Print Name

Matt Ross
Key Issuer Print Name

543-2088
Borrower Phone Number

Parks and Rec Specialist
Key Issuer Title

8/5/15
Check out Date

8-5-15
Sign out Date

RETURNED KEYS

Key number and location: _____

Borrower Signature

Key Acceptor Signature

Borrower Print Name

Key Acceptor Print Name

Check in Date

Sign in Date

EMAILED
To: Deb Jones
08.03.15

LEASE AGREEMENT

between

City of Bethel

and

**UNIVERSITY OF ALASKA
FAIRBANKS**

Effective Date: July 1, 2015

LEASE AGREEMENT

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

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

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

ARTICLE 1 – LEASED PROPERTY

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

ARTICLE 2 – LEASE TERM

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

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

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

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

ARTICLE 3 – USE OF LEASED PROPERTY

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

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

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

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

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

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

- Internet
- Telephone (including long distance)

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

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

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

ARTICLE 4 –CONSTRUCTION BY LESSEE

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

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

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

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

ARTICLE 5 – RETURN OF LEASED PROPERTY

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

ARTICLE 6 – TERMINATION FOR CONVENIENCE

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

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

ARTICLE 7 – LESSEE'S ACTS OF DEFAULT

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

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

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

ARTICLE 8 – REMEDIES FOR DEFAULT BY LESSEE

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

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

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

ARTICLE 9 - TITLE TO IMPROVEMENTS INSTALLED BY LESSEE

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

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

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

ARTICLE 10 – ASSIGNMENT OR SUBLEASE

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

ARTICLE 11 – LESSEE'S DUTY TO DEFEND/INDEMNIFY

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

ARTICLE 12 – INSURANCE

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

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

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

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

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

ARTICLE 13 – MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 14 – ENVIRONMENTAL CONCERNS

14.1 *Hazardous Materials.*

a) *Use of Hazardous Materials on the Site.*

- i) LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Property except for such Hazardous Material as is necessary to conduct LESSEE's authorized use of the Leased Property.
- ii) Any Hazardous Material permitted on the Leased Property as provided in this paragraph, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all Environmental Laws or other laws or regulations applicable to such Hazardous Material.
- iii) LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, ground water, sewer system or any body of water, if such material (as reasonably determined by the City, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the (a) health, welfare or safety of persons, whether located on the Leased Property or elsewhere; or (b) condition, use or enjoyment of the Leased Property or any other area or personal property.
- iv) LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept or brought on the Leased Property by LESSEE, its authorized representatives and invitees, and LESSEE shall give immediate notice to CITY of any violation or potential violation of the provisions of this subparagraph.

b) *Indemnification of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE shall defend, indemnify and hold CITY harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- i) The presence, disposal, release or threatened release of any such Hazardous Material which is on or from the Leased Property, soil, water, ground water, vegetation, buildings, personal property, persons, animals or otherwise;
- ii) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material or any use of the Leased Property;

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

ARTICLE 15 – NO WAIVER OF BREACH

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

ARTICLE 16 – COMPUTATION OF TIME

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

ARTICLE 17 – SUCCESSORS IN INTEREST

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19 – GOVERNING LAW

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

ARTICLE 20 – PARTIAL INVALIDITY

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

ARTICLE 21 – RELATIONSHIP OF PARTIES

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

ARTICLE 22 – INTERPRETATION

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

ARTICLE 23 – CAPTIONS

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

ARTICLE 24 – AMENDMENT

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

ARTICLE 25 – NOTICES

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

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

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

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

AND

City Attorney
CITY OF BETHEL
PO Box 1388
Bethel AK 99559

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

[insert here]

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

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

CITY:

LESSEE:

CITY OF BETHEL

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

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

By: _____
Its: _____
Date: _____

City of Bethel Action Memorandum

Action memorandum No.	15-47		
Date action introduced:	10-13-2015	Introduced by:	Vice Mayor Albertson
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Directing Administration to enter into a Healthcare Broker contract with the Wilson Agency for healthcare broker services

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Finance Director, Hansel Mathlaw		
<input checked="" type="checkbox"/>	City Attorney, Patty Burley	PB	Recommend Approval
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): Draft contract with Exhibit A; Draft notice to current insureds of change in

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$65,000	Funds are budgeted for.	54-50-644
	Funds are not budgeted. Budget modification is required.	

Summary:

Directing the City Manager to enter into a contract for brokerage services for health care services. This contract is a result of an extensive RFP process undertaken by the City of Bethel as a means to control health care costs and to come into compliance with the City's procurement code. Two responses were received and scored, a summary of which is below:

Frazier & Associates	Total Score: 1431	Average Score: 286.2
Wilson Agency	Total Score: 1753	Average Score: 350.6

Cost: Wilson Agency, \$51 per employee per month or roughly \$65,000 annually
Frazier & Associates - Approximately \$61,000 annually**

** Did not fully disclose, figures had to be extrapolated from billings from third party administrator, life & disability policies and other bills currently paid.

**THE WILSON AGENCY, LLC
SERVICE AGREEMENT**

This Agreement, made as of **10/14/15**, is between THE WILSON AGENCY, LLC (TWA), an Alaska limited liability company, and **City of Bethel**, a municipal corporation. The purpose of this agreement is to set out the terms under which TWA shall provide benefit management services, as hereinafter provided, to City of Bethel its affiliates.

1. **SERVICES TO BE PERFORMED:** TWA shall perform for City of Bethel the services set forth in Exhibit A, attached hereto and made a part hereof, (hereafter the “Services”). The performance of Services shall begin on **10/14/15 (the “Effective Date”) to 10/31/18.**

2. **PERFORMANCE** TWA shall provide the Services in a manner reasonably acceptable to City of Bethel , in accordance with policies, interpretations, rules, practices and procedures established by City of Bethel, provided that such terms and conditions are consistent with the services set forth in Exhibit A, and with all applicable laws and regulations. TWA shall not provide any legal services to City of Bethel nor shall it be responsible for providing the services of an independent accountant or auditor. While TWA will not provide any legal, independent accountant or auditor services to the City of Bethel, the City of Bethel will be relying on the advice and assistance of TWA in the selection of its healthcare related insurance coverage and the handling of all healthcare related claims.

3. **FEES & COMMISSIONS.** For the Services City of Bethel shall pay, or cause its third party administrator to pay, TWA as follows:
 - 3.1. **MONTHLY FEES.** For all Services the monthly fee shall be paid by the Third Party Administrator \$51.00 per employee per month. There are no additional monthly fees at this time paid to TWA by City of Bethel
 - 3.2. **ENROLLED EMPLOYEES.** “Enrolled Employees” shall mean: (i) all employees of City of Bethel and its affiliates currently enrolled in City of Bethel’s group medical plan and (ii) all former participants of City of Bethel’s group medical plan enrolled in City of Bethel’s present or prior plan pursuant to Consolidated Omnibus Budget Reconciliation Act (“**COBRA**”). The total number of Enrolled Employees will be determined by City of Bethel or its third party administrator each month.
 - 3.3. **ADJUSTMENTS.** If the actual number of Enrolled Employees during any given month is different from the number of Enrolled Employees for which payment has been received with respect to such month, any fee under or overpayment will generally be paid or credited, as case may be,

during the following month, but in no event later than the third month thereafter.

- 3.4. **THIRD PARTY COMMISSIONS.** TWA will not receive commissions from City of Bethel's carrier(s) for stop loss, life and disability coverage's.
- 3.5. **FEE INCREASES.** For all Services the monthly fee shall be fixed for the duration of this Agreement. Upon any extensions or renewal of this Agreement, either party may propose a change to the current fee structure. Either Party may propose a change to the commission structure during open enrollment of employee benefits. Parties fail to agree on any such change within one hundred eighty (180) days of the initial proposal; either Party may terminate this Agreement without cause under paragraph 6.2.

4. **REIMBURSABLE EXPENSES.** TWA's normal scope of services includes four (4) face to face meetings with the TWA strategist (one overnight trip if needed), and two (2) face to face meetings with the TWA advisor at the City of Bethel per year. TWA shall be reimbursed for reasonable travel expenses at actual costs incurred for travel that is outside the normal scope of the services hereunder and has been preauthorized by City of Bethel. Reasonable travel expenses shall be limited to: (i) coach class airfare; (ii) rental car, mid size or smaller; (iii) lodging; (iv) meals and (v) incidentals. Reimbursements for lodging, meals and incidentals shall be limited to the GSA Per Diem rate for the travel destination. An original receipt is required for any travel expenditure exceeding twenty-five dollars (\$25.00). TWA shall be reimbursed for any out-of-pocket expenses related to printing and distribution (i.e. printing and postage costs), which have been preauthorized by City of Bethel

5. **TERM OF AGREEMENT:** The Services hereunder shall begin on the Effective Date or such later date as the Parties may agree, and continue until such time as this Agreement is terminated under Section 6.

6. **TERMINATION**
 - 6.1. **TERMINATION BY MUTUAL AGREEMENT.** This Agreement may be terminated at any time upon mutual agreement of the Parties.
 - 6.2. **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either Party without cause upon one hundred eighty (180) days prior written notice to the other Party.
 - 6.3. **TERMINATION FOR CAUSE.** This Agreement may be terminated by either Party ("**Non-Breaching Party**") if the other Party ("**Breaching Party**") materially breaches the terms of this Agreement or defaults in any of its obligations hereunder and fails to cure such breach or default within thirty (30) days after receipt of written notice detailing such breach or default.

- 6.4. **BANKRUPTCY.** If a petition under the Bankruptcy Code is filed by or against either Party and is not dismissed within thirty (30) days; or if either Party makes an assignment for the benefit of creditors, or if a receiver, trustee, liquidator or custodian is appointed for all or a substantial part of either Party's property, and the order of appointment is not vacated within thirty (30) days; or if either Party assigns or encumbers this Agreement contrary to the terms hereof; or if all or a substantial part of either Party's property is sequestered and the order of sequestration is not vacated within thirty (30) days, then the other Party shall have the right to terminate this Agreement at any time with ten (10) days prior written notice.
- 6.5. **DUTIES UPON TERMINATION OF AGREEMENT.** Upon termination of this Agreement, City of Bethel shall promptly pay any amounts due for services rendered up to the effective date of termination. Any remaining prepaid but unearned fees held by TWA shall be returned to City of Bethel. Provided TWA has not terminated this Agreement for cause, TWA shall work with City of Bethel in good faith to make an orderly transition of the Services to City of Bethel's selected third party provider. Such transition of services shall include, at no cost to City of Bethel, a transfer of data and any related records pertaining to City of Bethel's account in a format reasonably acceptable to City of Bethel.
7. **INDEMNIFICATION:** Each of the Parties shall indemnify the other as follows:
- 7.1 TWA shall indemnify, defend and hold City of Bethel harmless from and against all liability, including, without limitation, loss, costs of suit, penalties, damages of whatever kind, and attorneys' fees that may accrue to or be sustained by City of Bethel by reason of any suit, action, or claim, whether real or alleged, arising out of, in connection with, or incident to, the actions or omissions of TWA, its officers, directors, employees or agents, arising out of this Agreement;
- 7.2 City of Bethel shall indemnify, defend and hold TWA harmless from and against all liability, including, without limitation, loss, costs of suit, penalties, damages of whatever kind, and attorneys' fees that may accrue to or be sustained by TWA by reason of any suit, action, or claim, whether real or alleged, arising out of, in connection with, or incident to, the actions or omissions of City of Bethel, its officers, directors, employees or agents, arising out of this Agreement;
- 7.3 Notwithstanding paragraph 7.1. above, City of Bethel shall indemnify, defend and hold TWA harmless against all expense, loss, claim or judgment, including reasonable attorney's fees arising out of or resulting from TWA's performance of its services hereunder where TWA has adhered to the policies, interpretations, rules, practices and procedures made or established by City of Bethel or has otherwise performed the

Services without gross negligence or willful misconduct and in accordance with industry practices.

- 7.4 Notwithstanding paragraph 7.1. above, TWA shall indemnify, defend and hold City of Bethel harmless against all expense, loss, claim or judgment, including reasonable attorney's fees arising out of or resulting from the City's performance under this Agreement where the City has adhered to the advice, recommendations, interpretations, rules, practices and /or procedures made or established by TWA or has otherwise performed without gross negligence or willful misconduct and in accordance with industry practices.
8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT) SUSTAINED BY EITHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITS OF LIABILITY SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF EITHER PARTY.
9. **INDEPENDENT CONTRACTOR.** The Parties are independent contractors. Neither Party is or shall be the employee, legal representative or agent of the other, nor shall either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind on behalf of the other Party. Each Party shall be responsible for the withholding and payment of all applicable federal, state, and local taxes for its employees.
10. **CONFIDENTIAL INFORMATION.** TWA shall maintain as confidential and shall not disclose or use for purposes other than as intended in this Agreement, any of City of Bethel's health care, financial, business, customer, or other information of a confidential or proprietary nature (collectively, "**Confidential Information**") except to those employees, contractors, legal or financial consultants, or auditors of TWA who need to know such Confidential Information in connection with the performance of the Services hereunder. Confidential Information also includes any information disclosed that the substance of which or the circumstances surrounding its disclosure would lead a reasonable person to believe such information is confidential or proprietary. TWA shall protect such Confidential Information with no less care than it would exercise to protect its own confidential information of a like nature, and in all cases, at least a reasonable degree of care.

11. **ASSIGNMENTS:** TWA shall not assign nor delegate to any other person or entity the duties, obligations or responsibilities imposed upon it by this Agreement without the prior written approval of City of Bethel
12. **ENTIRE AGREEMENT: AMENDMENTS:** This Agreement, including the exhibits hereto and any amendments hereto, contains the entire agreement between the parties, and all prior proposals, discussions and writings by and between the parties and related to the subject matter hereof are superseded hereby.
13. **INVALIDITY:** If any provision of this Agreement or any portion thereof is declared invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.
14. **FORCE MAJEURE:** Neither TWA nor City of Bethel shall have any liability to the other for a failure of performance resulting from any cause beyond its control.
15. **EXHIBITS:** The exhibits hereto are incorporated into and are an integral part of this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of any exhibit hereto, the terms outlined in the exhibits shall prevail.
16. **AMENDMENTS:** No amendment or modification to this Agreement shall be effective unless in writing and executed by the Parties. Amendments shall reference the provisions of this Agreement that are being modified. The terms and conditions set forth in any amendments shall supersede this Agreement, effective from the date of the amendment.
17. **NON-WAIVER/DELAY:** No failure or delay on the part of either party in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege. Unless expressly provided otherwise, the remedies set forth herein are cumulative and not exclusive of any rights or remedies that either party would otherwise have.
18. **BINDING ON SUCCESSORS:** City of Bethel and TWA each binds itself, its successors, assigns, and legal representatives to the other party hereto in respect to all covenants, contracts, representations, and obligations contained in this Agreement.
19. **NOTICES.** Any notice which under the terms of this Agreement must or may be given or made by either Party hereunder shall be in writing and shall be delivered personally, sent by express courier service, or sent by

certified U.S. mail, postage paid and return receipt requested. Notices shall be deemed to have been received as of the earlier of the date of actual receipt or, in case of notices sent via U.S. mail, three (3) days after mailing. A signed receipt shall be obtained where a notice is delivered in person. Either Party may change its address for notices by proper notice thereof.

If to City of Bethel :
City of Bethel
Attn: City Manager
P.O. Box 1388
Bethel, AK 99559

With a Copy to:
City of Bethel
Attn: City Attorney
P.O. Box 1388
Bethel, AK 99559

If to TWA:
THE WILSON AGENCY, LLC
Attn: Jennifer W. Bundy-Cobb
3000 A Street, Suite 400
Anchorage, AK 99503

With a Copy to:
THE WILSON AGENCY, LLC
Attn: Lon G. Wilson
3000 A Street, Suite 400
Anchorage, AK 99503

- 20. RESOLUTION OF DISPUTES:** This Agreement shall be construed in accordance with and governed by the laws of the State of Alaska. Any disputes regarding the execution or operation of this Agreement shall be resolved by confidential binding arbitration in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association (AAA) or such other procedures as may be agreed upon. A neutral arbitrator agreed upon by all parties shall conduct all arbitration proceedings. The decision of the arbitrator shall be final. The costs of arbitration shall be borne equally by the parties. Prior to arbitration, the parties shall first attempt to resolve the dispute through confidential non-binding mediation in accordance with the Commercial Dispute Resolution Procedures of the AAA or such other procedures as may be agreed upon. If a party refuses to participate in Arbitration, or if necessary to enforce an award in Arbitration or any other term of this Agreement, legal action may be brought in the Superior Court in the Third Judicial District, in Anchorage, Alaska and the prevailing party shall be awarded its reasonable attorney's fees and costs in such action.
- 21. INTERPRETATION:** Captions for sections and paragraphs shall not affect the interpretation of this Agreement. The parties have negotiated the terms of this Agreement with the advice of counsel, and no ambiguity in this Agreement shall be construed against the Party that drafted the Agreement.

22. NO THIRD PARTY BENEFICIARIES. Except as otherwise provided herein, this Agreement shall not be construed to provide any third party with any remedy, claim, right of action, or other right.

23. INSURANCE. TWA shall maintain the following insurance coverage through the entire term of this Agreement:

- Errors and Omissions insurance coverage - with a minimum limit of \$1,000,000 per occurrence;
 - Commercial General Liability – occurrence form, with coverage for: (a) Premises/Operations, (b) Products and Completed Operations; (c) Broad form property damage; (d) Personal and advertising injury; (e) Contractual liability. Minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate;
 - Workers Compensation – as required by Alaska Law;
 - Crime/Employee Dishonesty – no less than \$500,000 per occurrence;
 - Supplemental Umbrella/Excess Liability – limit of not less than \$1,000,000 per occurrence;
 - Cyber Liability – limit of not less than \$2,000,000 per occurrence;
 - Auto Liability – owned auto, non-owned auto liability and hired auto liability if applicable. Suggested \$1,000,000 combined single limit.
- TWA to provide copies of the above policies to the City annually.

24. NON-DISCRIMINATION. TWA shall not discriminate against any employee, contractor or City of Bethel staff because of race, color, religion, sex, sexual orientation, gender identification, marital status, ancestry, disability, national origin physical handicap, age, religion, religious opinions, political affiliation, genetic information, status as a disabled veteran or veteran of the Vietnam Era war.

City of Bethel
Name: Ann K. Capela
Title: City Manager

THE WILSON AGENCY, LLC
Name: Jennifer W. Bundy-Cobb
Title: Vice President

Signed:
Date:

Signed:
Date:

Exhibit A

Advisor Services

1. Strategic Services

- a) Establish short and long-term goals and targets for benefit plans and their role at City of Bethel
- b) Review workforce needs and trends to develop a benefits program that supports the overall business objectives
- c) Conduct regular meetings to solicit key stakeholder feedback

2. Ongoing Evaluation of Financial Position of City of Bethel Self-Funded Plan; Quarterly Review Meetings to Include

- a) Evaluate funding levels and expenses, including incurred claims, administrative and reserve expenses
- b) Model optional benefit designs and provide corresponding funding levels
- c) Monitor, both prospectively and retrospectively, financial impacts to proposed and approved benefit modifications
- d) Evaluate key utilization data for major medical and prescription claims
- e) As needed summarize data and provide recommendations based on predictive modeling tools
- f) As necessary provide input and recommendations regarding benefit design

3. Lifestyle Management and Value Plan Design

- a) Identify opportunities for plan design change through data analytics
- b) Discuss methods for promoting employee engagement
- c) Provide recommendations for wellness programs including services already incorporated into insurance products
- d) Assist with finding wellness program managers
- e) Assist in providing reporting for wellness programs
- f) Assist with the coordination of wellness fairs
- g) Assist with biometric screenings

4. Assistance with Plan Administration

- a) Provide training support to Human Resources and Benefits staff and mentorship, as requested
- b) Provide access to ERISA counsel and, if necessary, assist in the coordination of legal teams
- c) Assist in handling and researching issues generated by claim appeals
- d) Assist with training of Appeals Committee members
- e) Participate in Appeals Committee meetings
- f) Develop and make recommendations for funding levels, including the development of rates for active and COBRA participants, as requested
- g) Participate in interviews for candidates to fill Benefits and Human Resources positions, as needed

Exhibit A

Advisor Services

- h) Maintain records of all material documents and correspondence pertaining to services provided to the City of Bethel by TWA, within the requirements of state and federal law

5. Legislative and Regulatory Compliance

- a) Assist in developing and maintaining compliant policies and procedures with respect to HIPAA, COBRA and other statutes and regulations
- b) Provide support with the filing requirements associated with ERISA, the IRS and DOL
- c) Assistance in completing Health and Welfare Form 5500 Reports
- d) Provide access to an online library of compliance webinars and publications
- e) Provide guidance for HIPAA training and compliance

6. Insurance and Managed Care Contract Review

- a) Review and evaluate contracts and pricing for suitability
- b) Provide oversight for new contracts
- c) Make recommendations for funding (employer vs. employee paid)
- d) Market the managed care contracts as necessary
- e) Seek out new and alternative cost-containment programs
- f) Manage rate negotiations with carriers

7. Benchmarking and Analytical Services

- a) Participate in UBA Health Plan Survey
- b) Provide benchmarking for the current plan design, premiums and contributions

8. Third Party Administration (TPA)

- a) Facilitate strategic planning session with the TPA
- b) Monitor, evaluate and make recommendations concerning TPA performance
- c) Facilitate audits as requested
- d) Market plan to potential TPAs, as necessary
- e) Review and negotiate fees, including the following:
 - i. General administrative services
 - ii. Care facilitation
 - iii. PPO re-pricing
 - iv. COBRA/HIPAA administration
 - v. HSA/HRA administration

Exhibit A

Advisor Services

9. Project Oversight and Management for Third Party Bids as Requested

- a) Draft and submit Request for Proposal to approved vendor list
- b) Monitor the bidding process
 - i. Facilitate bidders' conference
 - ii. Handle all bidder questions
- c) Collect and review all proposals
- d) Submit list of recommended finalists
- e) Facilitate and attend on-site meetings or visitations of finalists
- f) Assist with final decision
- g) Handle communication with all winning and non-winning bidders

10. Third-Party Vendor Implementation (When Transition Occurs) and Prescription Benefit Management (PBM)

- a) Facilitate strategic planning session with new vendor
- b) Monitor implementation timeline
- c) Assist in member communication issues
- d) Monitor and track the transfer of information and data from incumbent to the new vendor
- e) Facilitate periodic conference calls prior to and following the effective date
- f) Review and provide comments on the new vendor's contract
- g) Facilitate the transfer of corollary documentation to the new vendor

11. PPO Contracting

- a) Assist in the evaluation, coordination, negotiation, and execution of PPO Agreements
- b) Assist other parties (TPA) in the promotion of PPO networks
- c) Assess the PPO's current financial outcomes and impact of contract changes
- d) Oversee comparison of PPO networks

12. Actuarial Services

- a) Set actuarial levels of incurred claims; determine completion ratio and factors
- b) Develop appropriate trend estimates for renewal forecasts
- c) Periodically determine the IBNR levels, in accordance to IRS and DOL guidelines
- d) Provide recommendation of best practices for IBNR management

Exhibit A

Advisor Services

13. Employee Communications and Customer Service

- a) Provide access to templates for employee communications and, as requested, assist in the distribution of annual open enrollment guides and monthly newsletters
- b) Participate and assist in employee meetings and/or webinars
- c) Assist with development of employee surveys as requested
- d) Access to The Wilson Agency Client service team for resolution of challenging claim problems

14. Additional Resources

- a) Access to an online library of compliance webinars and publications
- b) HR webinars
- c) Wellness webinars
- d) Access to the following tools and resources:
 - i. The Wilson Agency web site
 - ii. Full service HR suite of resources (Think HR)
- e) Weekly Wellness newsletter

15. Management Meetings

- a) Meetings with the Executive team, as needed
- b) Meetings with the Steering Committees, as needed
- c) Meetings with the HR team, as needed
- d) Periodic meetings and presentations to other committees, as requested

September 21, 2015

To Whom It May Concern:

We have appointed The Wilson Agency, LLC as our exclusive insurance agent/broker for the insurance policies referenced below. The appointment of The Wilson Agency, LLC rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing.

The Wilson Agency, LLC is hereby authorized to negotiate directly with any interested company with respect to the coverage provided by the policies referenced below. We understand, however, that they have no responsibility for any deficiencies in the insurance program to which this letter applies until they have had a reasonable opportunity to make a review and to provide us with their recommendations.

This letter also constitutes your authority to furnish any Wilson Agency, LLC representative with all information they may request as it pertains to our insurance contract, rates, rating schedules, claims experience, reserves, retentions and all other financial data they may wish to obtain for their study of our present and future requirements in connection with the insurance program to which this letter applies. We request that you do not communicate such information to anyone else.

Sincerely,

Signature _____

Printed Name _____

Title _____

Policy _____ Company _____

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made as by and between _____ (“Covered Entity”) and The Wilson Agency, LLC (“Business Associate”) pursuant to the implementation specifications of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, Pub. L. 111-5 (“HITECH”).

WHEREAS, Covered Entity is a group health plan as defined in the Privacy Rule adopted pursuant to HIPAA; and

WHEREAS, Business Associate is an insurance broker, agent or consulting that provides services and advice to Covered Entity, as well as plan sponsors and group health plans, on matters related to employee benefits; and

WHEREAS, Business Associate has been retained by the Covered Entity to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (“PHI”); and

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Definitions.

- (a) *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
- (b) *Breach Notification Rule*. “Breach Notification Rule” shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information in 45 CFR Parts 160 and 164, subparts A and D.
- (c) “*Individual*” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (d) “*Privacy Rule*” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- (e) “*Protected Health Information*” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, but shall be limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) “*Required By Law*” shall have the same meaning as the term “required by law” in 45 CFR §164.501.
- (g) “*Secretary*” shall mean the Secretary of the Department of Health and Human Services or his designee.

- (h) *Security Incident*. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR § 164.304.
- (i) “*Security Rule*” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160, 162 and 164.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by Law.
- (b) Business Associate agrees to use appropriate safeguards, including without limitation administrative, physical, and technical safeguards, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it may receive, maintain, or transmit on behalf of the Covered Entity.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or one of its agents or subcontractors in violation of the requirements of this Agreement.
- (d) Business Associate agrees to comply with the Security Rule in a manner consistent with HITECH and implementing regulations that may be adopted by relevant federal agencies, to keep all electronic Protected Health Information in a secure manner.
- (e) Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including a Security Incident or Breach of unsecured Protected Health Information both in accordance with the timeliness and notification standards set forth in 45 CFR §164.410.
- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (g) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524, subject also to the terms of HITECH.
- (h) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner designated by Covered Entity.
- (i) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received

by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a reasonable time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy & Security Rules.

- (j) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528, subject also to the terms of HITECH.
- (k) Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 2(g) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

3. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy & Security Rule or HITECH if done by Covered Entity. Business Associate is permitted to use and disclose PHI to provide the following services:

- Evaluation of the financial position of a plan
- Providing insurance and service
- Contract review
- Assisting with plan administration matters
- Interaction with Trustees and/or plan sponsors
- PPO contract negotiation;
- Actuarial work
- Any other services reasonable and necessary to serve the covered entities needs.

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of the Covered Entity.

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, if such changes affect Business Associate's permitted or required uses and disclosures.

5. Permissible Requests by the Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy & Security Rule or HITECH if done by Covered Entity.

6. Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date (as defined below), and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. If Covered Entity or Business Associate learns of a material breach by the other party, it shall:
 - 1. provide the breaching party with a reasonable opportunity to cure the breach within time period specified by the non-breaching party, or
 - 2. terminate this Agreement immediately upon written notice to the breaching party that it has breached a material term of this Agreement and there is no possible cure. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.
- (c) Effect of Termination.
 - 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate reasonably determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Business Associate's reasonable determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(d) Effective Date. The effective date of this Agreement (the "Effective Date") shall be _____.

7. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Indemnification. Business Associate agrees to indemnify, defend and hold harmless Covered Entity, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claims, loss, injury, cause of action and expense (including reasonable defense costs and legal fees) of any nature whatsoever arising or resulting from: (i) the failure of Business Associate, its officers, agents, or employees, to perform any of the duties or responsibilities specified in this Agreement; and/or (ii) the gross negligence and/or intentional misconduct of Business Associate, its officers, agents or employees. Covered Entity agrees to indemnify, defend and hold harmless Business Associate, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including reasonable defense costs and legal fees) of any nature whatsoever arising or resulting from: (i) the failure of Covered Entity, its officers, agents, or employees to perform any of the duties or responsibilities specified in this Agreement; (ii) actions taken by Business Associate at the direction of the Covered Entity or resulting from the conduct of the Covered Entity; and/or (iii) the gross negligence and or intentional misconduct of Covered Entity, its officers, agents or employees.
- (c) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or a party has actual notice of an intended breach by the other party, the non-breaching party shall be entitled to seek specific performance and/or an injunction refraining the breaching party from violating or further violating this Agreement. Unless expressly provided otherwise, the remedies set forth herein are not exclusive of any rights or remedies that either party would otherwise have in law or equity.
- (d) Amendment. The Parties agree to take such action as is necessary to amend the Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy and Security Rules, HIPAA and HITECH; provided, however, that no amendment shall be deemed valid unless signed by both parties.

- (e) Survival. The respective rights and obligations of the parties under Sections 6(c), 7(b), 7(c) and 7(j) of this Agreement shall survive the termination of this Agreement.
- (f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with the Privacy and Security Rules and HITECH.
- (g) Governing Law; Conflict. This Agreement shall be enforced and construed in accordance with the laws of the State of Alaska. Jurisdiction of any litigation with respect to this Agreement shall be in Alaska, with venue in a court of competent jurisdiction located in Anchorage. In the event of a conflict between the terms of this Agreement and the terms of any Underlying Agreements, the terms of this Agreement shall control.
- (h) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (i) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (j) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
- (k) Waivers. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of such party's rights to subsequently enforce the provision.
- (l) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes but all of which taken together shall constitute only one instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents
- (m) Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable
- (n) Entire Agreement. This Agreement is the complete agreement between the parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations or warranties (express or implied) which are not specified herein.

The parties hereby acknowledge that they have read this agreement, understand it, and agree to be bound by its terms.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, this ____ day of _____, 20____.

Company Name (“Covered Entity”):

By: _____ (name)

_____ (title)

The Wilson Agency, LLC
(“Business Associate”)

By: _____ (name)

_____ (title)

New Business

Introduced by: Council Member Herman
Date: October 27, 2015
Public Hearing: November 10, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-33

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE CHAPTER 3.64, PERSONNEL RULES AND REGULATIONS, SPECIAL PROVISIONS

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

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

SECTION 2. Amendment. The Bethel Municipal Code is to be amended as follows (new language is underlined and old language is stricken).

Chapter 3.64 Special Provisions

Sections:

- 3.64.010 Benefits.
- 3.64.020 Outside employment.
- 3.64.030 Unlawful acts prohibited.
- 3.64.040 Gifts and gratuities.
- 3.64.050 Employment of immediate family members.
- 3.64.060 Political activity.
- 3.64.070 Safety program.
- 3.64.080 Drug testing.

3.64.010 Benefits.

A. Insurance Benefits. The city will provide full-time employees who are normally scheduled to work thirty (30) or more hours a week with group medical, dental, vision, life and long-term disability insurance benefits in accordance with the terms of the applicable plan documents; provided, however, that employees subject to written employment agreements may have different benefits specified. Seasonal employees and part-time employees shall not be eligible for health, dental, long-term disability and life insurance benefits.

B. Other Benefits.

Introduced by: Council Member Herman
Date: October 27, 2015
Public Hearing: November 10, 2015
Action:
Vote:

1. a. Utility Benefit. Full-time and part-time employees shall receive water, sewer, and garbage services from the city for a fee of seventy-five dollars (\$75) per month; provided, however, that employees subject to written employment agreements may have different benefits specified. Water and sewer services shall be provided on the established delivery schedule, up to a maximum of twice a week. The maximum amount of water that shall be provided is one thousand five hundred (1,500) gallons per week. Seasonal employees, and employees who reside in multifamily dwellings with shared water and sewer tanks, shall not be eligible for this benefit.

b. Suspension. All employees must complete an application to receive the utility benefits. It must then be approved by the city manager. Any employee who fails to notify the utility service department to disconnect services within one (1) week after they change residences may be denied the utility benefit in the future.

c. Deposit. Employees are not required to pay the established deposit for utility services. When the employee no longer works for the city, the employee shall not receive the benefits provided for in this section.

2. The employer shall continue the deferred compensation program to be funded entirely by employee contributions.

3.64.020 Outside employment.

A. No employee shall be employed by or engage in work for an employer other than the city, including but not limited to self-employment, during the employee's work hours.

B. Any employee intending to do business with the city shall notify the city manager in writing of the proposal to do business at the time of his or her application or proposal to the city. The city manager may recommend for or against the application, but in no case shall the city manager authorize an employee to do business with the city if doing so would constitute a conflict of interest.

3.64.030 Unlawful acts prohibited.

A. No employee shall ~~wilfully~~ willfully or corruptly make any false statement, certificate, mark, rating or report in regard to any test, certification, or appointment held or made, or in any manner commit or attempt to commit any fraud with respect to reports, paperwork, or other duties that are required of the employee under this title, city rules, policies or procedures, or federal, state, or local laws.

Introduced by: Council Member Herman
Date: October 27, 2015
Public Hearing: November 10, 2015
Action:
Vote:

B. No person seeking appointment to, or promotion in, the city service shall either directly or indirectly give, promise, render or pay any money, service or other valuable thing to any person for, or on account of, or in connection with his or her test, appointment, proposed appointment, promotion or proposed promotion.

C. No employee of the city, examiner or other person shall defeat, deceive or obstruct any person in his or her right to examinations, eligibility certification or appointment under these rules, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any person with respect to employment in the city service.

D. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline or any other aspects of personnel administration because of ~~political or religious opinions or affiliations or because of race, color, creed, sex, religion, national origin or ancestry, age and disability, except where physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration, is prohibited.~~ race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran, is strictly prohibited.

3.64.040 Gifts and gratuities.

It is the responsibility of each city employee to remain free from indebtedness or favors which could tend to create a conflict of interest on the part of such employee. If an employee is tendered or offered a gift or gratuity under circumstances which could reasonably be construed to create the appearance of a conflict of interest, the employee shall immediately report such offer to the city manager. Any employee who knowingly accepts any gift or gratuity without the prior approval of the city manager in violation of this section may be subject to discipline.

3.64.050 Employment of immediate family members.

A. No person may be employed in any position who is an immediate family member of the city manager or human resources director.

B. No person may serve in a supervisory capacity over a member of the employee's immediate family.

C. No person may be hired as a management employee as defined by BMC 3.12.070 who is an immediate family member of a member of the city council.

Introduced by: Council Member Herman
Date: October 27, 2015
Public Hearing: November 10, 2015
Action:
Vote:

D. No person may be hired, transferred, or otherwise put into a position to be a direct supervisor or direct report of an immediate family member.

E. If two (2) employees marry or otherwise become related, as defined by immediate family member, neither of the employees will be allowed to hold supervisory authority over the other one (1).

F. The city may, at any time, correct appointments and continued employment prohibited in this section by transfer, layoff, demotion or termination of employment.

1. In doing so, the city manager shall take such corrective action which has the least adverse impact on the employees necessary to cure the prohibited appointment or continued employment, provided such corrective action shall always be in the best interests of the city.

3.64.060 Political activity.

A. An employee who is elected as a member of the Bethel city council or to a state or national elected political office shall immediately resign from city employment. In this section, "elected" means the status of a candidate upon certification of a local election or at the time the candidate is sworn into a state or national office following an election.

B. It is not an incompatible office for a city councilmember to serve simultaneously as a councilmember and in a volunteer public safety position. For purposes of this section a city councilmember serving as a public safety volunteer is not a city employee.

C. It is not a conflict of interest to serve as a councilmember addressing public safety issues and as a public safety volunteer.

3.64.070 Safety program.

A. Safety rules, policies and procedures of the city, which the city may modify from time to time, are incorporated by reference and made part of this chapter. All employees must at all times comply with such safety rules, policies and procedures. Any employee who is injured on the job must make an immediate report to the personnel office, no matter how slight the injury. Failure of employees to follow safety rules, including the immediate reporting of injuries, may result in discipline, up to and including dismissal.

B. The city shall provide all devices, apparel or equipment necessary for an employee's safety in accordance with applicable laws. Additionally, the city shall provide special tools, equipment, clothing and uniforms it deems necessary to accomplish work

Introduced by: Council Member Herman
Date: October 27, 2015
Public Hearing: November 10, 2015
Action:
Vote:

assignments. All items provided to employees in accordance with this section are property of the city and shall be returned in good working order upon separation from city service.

3.64.080 Drug testing.

Employees of the city required to be tested for alcohol and drugs under any applicable federal or state law or regulation shall be tested by the city as required by law or regulation or in accordance with any written drug testing policy adopted by the city and approved by the city council.

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

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

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Council Member Herman
Date: October 27, 2015
Public Hearing: November 10, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-34

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE CHAPTER 4.20.050, PURCHASING, SPECIFICATIONS GENERALLY FOR BIDS AND PROPOSALS

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

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

SECTION 2. Amendment. The Bethel Municipal Code is to be amended as follows (new language is underlined and old language is stricken).

Chapter 4.20

Purchasing

4.20.050 Specifications generally for Bids and Proposals

- A. Requests for bids/proposals should clearly and accurately describe the technical requirements for the goods or services to be purchased. The specifications should not contain features that unduly restrict competition. A qualified products list may be used. It is the responsibility of the vendor to demonstrate to the City's satisfaction that its product is "equal" to that specified. Requests for approval of substitutions must be made with sufficient time to allow the City to adequately review the substitution request, including time for vendors to respond to questions and requests for additional information or clarification. The City has no obligation to accept proposed substitutions or to hire outside experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to award, other firms/individuals will be notified if practical and convenient.
- B. Public Notice. Adequate public notice of the invitation for bids/proposals shall be given a reasonable time, not less than twenty (20) calendar days prior to the date set forth therein for the opening of bids/proposals. Such notice may include publication in a newspaper of general circulation for a reasonable time prior to bid/proposal opening.

Introduced by: Council Member Herman
Date: October 27, 2015
Public Hearing: November 10, 2015
Action:
Vote:

1. The public notice shall state the place, date and time of bid/proposal submission and opening.
 2. The contents of the notice shall be sufficient to inform interested readers of the general nature of the supplies, services or construction being procured and the procedure for submitting a bid/proposal.
 3. The failure of any person to receive notice under this subsection shall not affect the validity of any award or contract.
- C. The purchasing agent, at the request of the using department director, may provide for a pre-bid/proposal conference to be held at least seven (7) business days before the last day for submitting bids/proposal.
- D. The terms of an invitation for bid/proposals may be modified or interpreted only by written addenda issued by the purchasing agent or the designee. Only a bid/proposal which acknowledges receipt of all addenda may be considered responsive. If an addendum is issued less than five (5) business days before the last day on which bids/proposals are to be accepted, the time for accepting bids shall be extended by at least five (5) business days after the date on which the addendum was sent.
- E. All requests for bids or requests for proposals shall require the bidder to attach to his proposal, a sworn declaration:
1. Stating that neither he nor any of his representatives or third party mandated by him has attempted to contact City representatives or members of the selection committee, when applicable, for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City council to influence their decision; and
 2. Stating that he has produced his proposal without collusion, communication, agreement or arrangement with a competitor with regards to prices, methods, factors or formulas for setting prices, to the decision to submit or not submit a proposal or to present a proposal that does not comply, directly or indirectly, with specifications contained in the request.
 3. Stating that neither he nor any of his representatives engaged in ~~discrimination~~, intimidating measures, influence peddling or corruption or entered into any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City.
 4. Stating that if selected, during the performance of a contract, the contractor agrees, neither he nor any of his representatives will engage in discriminating against any person because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political

Introduced by: Council Member Herman
Date: October 27, 2015
Public Hearing: November 10, 2015
Action:
Vote:

affiliation, marital status, ancestry, disability, or status as a disabled veteran, in the.

- F. All requests for bids or request for proposals must clearly state that:
1. A bidders/proposers failure to attach the sworn declarations required above shall result in automatic rejection of the proposal/bid, and
 2. That in the event that a bidder or proposer, or a representative or third party mandated by them, has been in violation of the statements called for above, the bidder's proposal shall be automatically rejected, and
 3. That the City of Bethel may cancel a contract that has been awarded if the City becomes aware, during the course of the contract, of a situation contravening a sworn statement required by this section.
- G. Sealed bids/proposals shall be designated as such on the outer envelope and shall be submitted by mail, in person, e-mail or facsimile at the place and no later than the time specified in the invitation for bids/proposals. Bidders/Proposers who submit their bids/proposals via facsimile or e-mail do so at their own risk. The City is not responsible for failures or delays in transmission. Bids/proposals not submitted at the proper place or within the time specified shall not be opened or considered.
- H. Awards shall be made by written notice to the bidder/proponent whose final proposal is determined to be most advantageous to the City. No criteria other than those set forth in the request for bids/proposals may be used in bid/proposal evaluation.
- I. If the City manager determines that it is in the best interest of the City to do so, the City may reject all bids/proposals.

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

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

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk
City of Bethel, Alaska

Ordinance #15-34

City of Bethel Action Memorandum

Action memorandum No.	15-47 a		
Date action introduced:	October 27, 2015	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approve Mayor's appointment of Kurt Kuhne Planning Commission.

Route to:	Department/Individual:	Initials:	Remarks:
	City Manager Capela		

Attachment(s): None

Amount of fiscal impact		Account information:
X	No fiscal impact	

Action memorandum 15-47 is sponsored by the Mayor at the request of the City Clerk.

Kurt Kuhne has requested appointment to the Planning Commission. If appointed, he would be appointed to a term of three years with a term expiration of December 31, 2017.

Mr. Kuhne is Executive Director of Yuut Elitaurviate- The People's Learning Center, Inc. who partners with the city on occasion. There are no other issues which may provide conflict to Mr. Kuhne's appointment.

City of Bethel Action Memorandum

Action memorandum No.	15-48		
Date action introduced:	October 27, 2015	Introduced by:	Council Member Hoffman
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION: Selection of electronic devices for Council Member's to use in their official capacity and approving the Electronic Device Policy for City Council.

Route to:	Department/Individual:	Initials:	Remarks:
	City Manager Capela		
	Finance Director	HM	when approved need bud modification
	IT Director	SFB	Devices should only be used by the person it was issued, and should have a pass code on them.

Attachment(s): Electronic Device Options, Electronic Device Policy

Amount of fiscal impact		Account information:
Dependent on Selected Device	Funds are not budgeted; a budget modification is required following the selection of Electronic device.	10-52-562

The City of Bethel recognizes the benefits of utilizing digital communication and information, and supports the utilization of electronic devices such as laptops for the City Council.

The electronic device, Internet and email access provided are tools for conducting City business. Thus, City use of such tools will be primarily for City business related purposes; i.e., to review City Council agenda materials, obtaining useful information for City-related business communications as appropriate.

The technological life of an issued device might not exceed three years; therefore, the electronic device will be assessed every three years and, if necessary, the City will purchase upgraded devices through the budgeting process.

It is the responsibility of the user to ensure the City-provided electronic device is kept in a reasonable and safe condition. Electronic Devices must remain free of any writing, drawing, stickers, or labels that are not the property of the City. Should an electronic device be accidentally lost, damaged, or stolen, responsibility for replacement shall be as follows:

First time: City shall repair or replace at no cost to the user.

Second time: The City shall pay half the cost of repair or replacement and the user shall pay half the cost.

Third time: The user shall be entirely responsible for repair or replacement costs and shall replace the unit within two weeks of the equipment loss.

Electronic devices that are damaged or destroyed through intentional misuse must be repaired or replaced at the user's expenses.

Computer Options for Electronic Packets 2015

Samsung Galaxy Tab Active \$535/Unit

- Android Operating System
- 8" Screen
- 16GB Hard Drive

Accessories	Cost
Cover/Keyboard	\$19.00



Samsung Galaxy Tab S \$515/Unit

- Android Operating System
- 10.5" Screen
- 16GB Hard Drive

Accessories	Cost
Cover/Keyboard	\$29.00



MS Surface Pro 3 \$435/Unit

- Windows Operating System
- 12" Screen
- I5processor
- 64GB

Accessories	Cost
Cover/Keyboard/Pen	\$125.00



Apple Ipad Air \$410/Unit

- iOS
- 9.7" Screen
- 16GB Hard Drive

Accessories	Cost
Cover/Keyboard/Pen	\$20/88/11



Kindle Fire

\$49.99/Unit

- Fire OS
- 7" Screen
- 8GB Hard Drive

Accessories	Cost
Cover/Keyboard	\$28.99



Dell Inspiron Convertible Touchscreen Laptop \$339.00/Unit

- Windows OS
- 11.6" Screen
- 4GB

Accessories	Cost
Laptop Sleeve	\$9.99



City Council Electronic Device Policy

1. **Purpose.** The City of Bethel recognizes the benefits of utilizing digital communication and information, and supports the utilization of electronic devices such as laptops for the City Council. Users of the electronic devices acknowledge, understand, and respect the underlying device, Internet, and usage philosophy that forms the basis of this policy.
2. **Receipt of Electronic Device.** The City Information Technology (IT) Department will issue an electronic device that include appropriate applications for use relating to City business. The device will serve as the sole source of meeting packets, and paper packets will not be provided.
3. **Care of Electronic Device.** Users are responsible for the general care of the device that they have been issued by the City. Electronic Devices must remain free of any writing, drawing, stickers, or labels that are not the property of the City. Only a clean, soft cloth should be used to clean the screen.
4. **Software on Electronic Device.** The software and applications installed by the City must remain on the device in usable condition and be readily accessible at all times. From time to time, the City may add or upgrade software applications such that users may be required to check in their device with the IT Department or the City Clerk for periodic updates and syncing. In the event it becomes necessary to restore an device to its original condition, the City will not be held responsible for the loss of any software or documents deleted due to a re-format and re-image. Any software, email messages, or files downloaded via the Internet into the City systems become the property of the City and may only be used in ways that are consistent with applicable licenses, trademarks, or copyrights.

Files from sources that a user may have any reason to believe may be untrustworthy shall not be downloaded, nor shall files attached to email transmissions be opened and read unless the user has knowledge that they originate from a trustworthy source. Downloaded files and attachments may contain viruses or hostile applications that could damage the City's information systems. Users will be held accountable for any breaches of security caused by files obtained for non-City business purposes.

5. **Life of the Electronic Device.** The technological life of the device might not exceed three years; therefore, the electronic device will be assessed every three years and, if necessary, the City will purchase upgraded devices through the budgeting process.
6. **WARNING – NO PRIVACY.** Communications made via City-issued devices are subject to disclosure under the Open Records Act or for litigation purposes unless a privilege or exception exists that justifies withholding the information.
7. **Audits.** All electronic devices are subject to audit by the Information Technology Department. If contacted by IT, users have three days to provide their device to the IT Director. They will be provided a “loaner” to use in the interim. Typically, the IT Department will return the device to the user within five business days.

8. **Representations.** In advocating, advancing, or expressing any individual religious, political, or personal views of opinions, users must not misrepresent their statements as official City policy unless authorized to do so.
9. **Email Usage for City Business.** For the purposes of activity related to City business, the user shall conduct all email communication through their assigned City email account. All emails on the City email account are archived and retained by the City. This account shall be synced to the user's individual device. Personal email boxes are allowed to be synced to the device as well, but all City-related business must be conducted through the City email address or copied to the City email address if the user's personal email box is used.
10. **Acceptable Use.** The electronic device, Internet and email access provided are tools for conducting City business. Thus, City use of such tools will be primarily for City business related purposes; i.e., to review City Council agenda materials, obtain useful information for City-related business communications as appropriate. All of the City's computer systems, including the electronic device, are considered to be public property. Electronic devices, Internet, and email activities will be traceable to the City and will impact the reputation of the City. City-issued devices shall not be used to send or knowingly download any vulgar, discriminatory, or pornographic content. Users shall refrain from making any false or defamatory statements in any Internet forum or from committing any other acts that could expose the City to liability.

City-issued devices are not to be used for operation a business for personal gain, sending chain letters, or any other purpose that interferes with normal City business activities. Users shall not use City-issued devices for any illegal activity.

Except in an emergency, users shall not use email, instant messaging, text messaging, or similar forms of electronic communications at any time during a meeting of the City Council. Users shall not use the electronic device in any way as to violate the Open Meetings Act requirements of the State of Alaska.

Electronic device users are allowed to have music and install apps on their devices; however, the items downloaded/ synced to the device must be in compliance with Federal copyright laws and shall be acquired at the expense of the user. All applications used in the course of business-related activities shall be secured in conjunction with the IT Department.

11. **User Responsibility.** It is the responsibility of the user to ensure the City-provided electronic device is kept in a reasonable and safe condition. Electronic Devices must remain free of any writing, drawing, stickers, or labels that are not the property of the City. Should an electronic device be accidentally lost, damaged, or stolen, responsibility for replacement shall be as follows:
 - a. First time: City shall repair or replace at no cost to the user.
 - b. Second time: The City shall pay half the cost of repair or replacement and the user shall pay half the cost.

- c. Third time: The user shall be entirely responsible for repair or replacement costs and shall replace the unit within two weeks of the equipment loss.

Electronic devices that are damaged or destroyed through intentional misuse must be repaired or replaced at the user's expense.

13. Return of the Electronic Device. Users shall return their device to the IT Department when the individual's term and service as Councilmember has ended. Upon return of the device to the City and following the preparation of any appropriate backup files, the device will be wiped clean of any and all information.

14. Compliance with Policy. The City reserves the right to inspect any and all files stored on electronic device that are the property of the City in order to ensure compliance with this policy. Users do not have any personal privacy right in any matter created, received, stored in, or sent from any City-issued electronic, and the IT Director is hereby authorized to institute appropriate practices and procedures to ensure compliance with this policy. Any violation of this policy may result in discipline as deemed appropriate by the balance of the City Council.

I hereby certify that I have received a written copy of the City Council Electronic Device Policy form. I have read and fully understand the terms of this policy and agree to abide by it.

Dated: _____

By: _____
(Elected Official's Signature)

(Printed Name)

City of Bethel Action Memorandum

Action memorandum No.			
Date action introduced:		Introduced by:	
Date action taken:		Approved	Denied
Confirmed by:			

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s):

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

City of Bethel Action Memorandum

Action memorandum No.	15-50		
Date action introduced:	October 27, 2015	Introduced by:	City Manager, Capela
Date action taken:	October 27, 2015	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Recommend that the City of Bethel join National League of Cities (NLC). NLC is a national advocacy organizations for large and small cities that advocate on behalf of local governments at the federal level.

Route to:	Department/Individual:	Initials:	Remarks:
<input type="checkbox"/>			
<input checked="" type="checkbox"/>	City Manager		Recommend
<input checked="" type="checkbox"/>	Finance Director		Funds Budgeted
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): NLC Membership Application and Background Information

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$1,117.00	Funds are budgeted for.	10-51-799
	Funds are not budgeted. Budget modification is required.	

National League of Cities (NLC) is a national organization of small and large city elected officials and appointed leaders who advocate at the federal level on behalf of cities and small towns across the United States. A membership in the NLC will provide a new vehicle to advocate the City of Bethel needs to many of the federal agencies such as USDA, CDBG and for PILT (Payment in Lieu of Taxes). PILT funds are always subject to the annual allocation of the US Congress. Cities must constantly be vigilant in order to keep the pressure on the federal government to honor its promise to assist cities and local governments with federal funds. For FY 2015/16 the City of Bethel is expected to receive \$787,853.24 from PILT. This amount is \$104,000 less than last anticipated from last year. While the federal government is imposing more and more unfunded mandates on local governments, it is sending less and less funds to the local governments. Since the Congress has eliminated appropriation funding to local governments, the new direction is to develop relationship with federal agencies in DC to bring program funds to the local governments. A membership in the NLC for City of Bethel may be that the City of Bethel will be the largest Western Alaska regional voice for local government on the federal level in Washington D.C.

NATIONAL LEAGUE of CITIES

MEMBERSHIP APPLICATION

You're Invited to Join Us



Helping City Leaders Build Better Communities

When your municipality joins the National League of Cities (NLC), you become a member of a network of municipalities that care about their future. The NLC network includes mayors, council members, clerks, managers, department heads, and city staff from municipalities of all sizes that share in the resources and services offered by the National League of Cities.

Before you apply, please remember:

- **Your municipality must be a member of your state municipal league in order to become a member of NLC.**
- Membership dues amounts are based on your city's population as recorded in the 2010 U.S. census. Refer to the dues chart on the last page.
- Membership will be activated for the first day of the month in which the application is received, or the first day of the following month – whichever date is closer.
- A new member packet will be sent to elected officials and staff after receiving the completed application and full payment. The city can then begin to take advantage of all the benefits and services offered by NLC.

Application Instructions

- 1 Please type or print all sections.
- 2 Complete all information about your municipality and the individual profiles for elected officials and staff of your municipality. Please be sure to include email addresses, as members will miss many NLC communications without it. Email preferences can be adjusted by the individual at any time.
- 3 Use the dues schedule on the last page to determine your municipality's dues.
- 4 Submit your application and payment via one of the methods in Section 6.

Questions

Call NLC Member Services at (202) 626-3100 or toll-free at (877) 827-2385
Email us at memberservices@nlc.org.

NATIONAL LEAGUE of CITIES

MEMBER BENEFITS AT-A-GLANCE

STAY INFORMED

BE PART OF SOMETHING BIGGER

PROTECT LOCAL GOVERNMENT RIGHTS AND RESOURCES

EXCHANGE EFFECTIVE IDEAS

BRING SAVINGS AND SOLUTIONS TO YOUR CITY

HAVE A VOICE IN WASHINGTON

SHARPEN LEADERSHIP SKILLS

GET RECOGNITION FOR YOUR COMMUNITY

CONNECT WITH MUNICIPALITIES NATIONWIDE

Member Groups:

- Policy and Advocacy Committees
- Member Councils
- Issue-specific Peer Networks
- Constituency Groups

Events:

- Congress of Cities and Exposition
- Congressional City Conference
- Leadership Seminars
- Webinars

Publications and Information:

- Best Practices, Toolkits and Action Guides
- Research Reports and Surveys
- The Weekly: NLC's e-newsletter
- Bi-weekly Federal Relations Update
- Issue-specific e-newsletters
- myNLC Online Community Portal

Recognition:

- City Showcase
- NLC Membership Milestone Awards
- NBC-LEO City Cultural Diversity Award
- Women in Municipal Government Leadership Award

Programs for Cities:

- Build America Mutual
- NLC Community Showcase Video Program
- NLC Prescription Discount Card Program
- NLC Service Line Warranty Program
- Public Finance Authority
- The National Citizen Survey
- U.S. Communities Government Purchasing Alliance

Resources:

- Career Center
- Technical Assistance Projects
- Sustainable Cities Institute
- Mayors' Institute on Children and Families

SECTION 1 – MUNICIPALITY DATA

A municipality must be a member of its state municipal league before becoming a member of the National League of Cities.

Name of Municipality: _____

Referred By: _____ City: _____ State _____ Primary Membership Contact: _____

Address (City Hall): _____

City: _____ State: _____ Zipcode: _____

Billing Address (if different from above): _____

City: _____ State: _____ Zipcode: _____

Phone: _____ Fax: _____

Email: _____ Web: _____

Twitter: _____ Facebook: _____

Municipality Type: City Town Village Township Borough

Today's date: ____/____/____

Form of Government: Mayor / Council Council / Manager Commission Town Meeting

POPULATION: _____

SECTION 2 MUNICIPALITY FORM OF GOVERNMENT

Date Founded: ____/____/____ Date Incorporated: ____/____/____ Fiscal Year Begins: ____/____/____

Primary Election Date: ____/____/____ General Election Date: ____/____/____

Is the Chief Elected Official a member of the governing body: Yes No

How is the chief elected official selected?

- Directly by the voters in the general election
- Most votes for seat on governing body during general election
- Selected from the governing body by the governing body
- Other, describe _____

What is the size of the governing body? _____

Are governing body terms concurrent (C) or staggered (S)

What is the term length for the chief elected official? _____

What is the term length for the members of governing body? _____

SECTION 3 MUNICIPALITY PRIORITIES

- Economic Development
- Fiscal Stability
- Transportation
- Job Growth/Creation
- Public Safety
- Sustainability
- Education
- Neighborhood Revitalization
- Other

SECTION 4 – CITY OFFICIAL PROFILE

CHIEF ELECTED OFFICIAL

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

Chief of Staff / Exec. Ass. Name _____

Email _____ Telephone _____

CITY MANAGER

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

CITY CLERK

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

PRIMARY MUNICIPAL CONTACT

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

PRIMARY BILLING CONTACT

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

[You may submit as many individual profiles as desired for city staff at all levels who want to participate in the NLC membership](#)

SECTION 4 – CITY OFFICIAL PROFILE

FINANCE DIRECTOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ECONOMIC DEVELOPMENT DIRECTOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

PLANNING DIRECTOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

SUSTAINABILITY DIRECTOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ASSISTANT CITY MANAGER

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ASSISTANT TO COUNCIL

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ASSISTANT TO MAYOR

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

ADMINISTRATIVE ASSISTANT

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

CITY ATTORNEY

Name _____

Title _____

Email _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

HUMAN RESOURCES

Name _____

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SECTION 4 – CITY OFFICIAL PROFILE

MEMBER OF GOVERNING BODY

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

Chief of Staff / Exec. Ass. Name _____

Email _____ Telephone _____

MEMBER OF GOVERNING BODY

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

Name _____

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Term End Date (month/year) _____

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MEMBER OF GOVERNING BODY

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Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

Name _____

Title _____

Email _____

Term End Date (month/year) _____

Gender: Male Female Year of Birth _____ Ethnicity: _____



*Helping City Leaders
Build Better Communities*

SECTION 4 – CITY OFFICIAL PROFILE

MEMBER OF GOVERNING BODY

Name _____
Title _____
Email _____
Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____
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Email _____ Telephone _____

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Name _____
Title _____
Email _____
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Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

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Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

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Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____

MEMBER OF GOVERNING BODY

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Term End Date (month/year) _____
Gender: Male Female Year of Birth _____ Ethnicity: _____



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Title _____
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Gender: Male Female Year of Birth _____ Ethnicity: _____

SECTION 5 – MEMBERSHIP DUES

NATIONAL LEAGUE OF CITIES DUES SCHEDULE

POPULATION	DUES	POPULATION	DUES
Under 1,000	\$263	275,001-300,000	\$15,259
1,000-2,500	\$536	300,001-325,000	\$16,192
2,501-5,000	\$809	325,001-350,000	\$17,118
5,001-10,000	\$1,117	350,001-375,000	\$18,050
10,001-20,000	\$1,489	375,001-400,000	\$18,979
20,001-30,000	\$1,861	400,001-425,000	\$19,910
30,001-40,000	\$3,258	425,001-450,000	\$20,842
40,001-50,000	\$3,813	450,001-475,000	\$21,767
50,001-60,000	\$4,467	475,001-500,000	\$22,698
60,001-70,000	\$5,401	500,001-600,000	\$23,631
70,001-80,000	\$5,952	600,001-700,000	\$24,554
80,001-90,000	\$6,697	700,001-800,000	\$25,490
90,001-100,000	\$7,816	800,001-900,000	\$26,421
100,001-125,000	\$8,743	900,001-1,000,000	\$27,352
125,001-150,000	\$9,674	1,000,001-1,333,333	\$34,607
150,001-175,000	\$10,610	1,333,334-1,666,666	\$39,073
175,001-200,000	\$11,535	Over 1,666,667	\$45,000
200,001-225,000	\$12,468	Annual Dues are based on your population reported in the 2010 census.	
225,001-250,000	\$13,400		
250,001-275,000	\$14,328		

PAYMENT METHOD: Check Enclosed Send Invoice Visa MasterCard American Express Wire Transfer

Credit card number: _____ CSV# _____ Exp. Date: _____

Name as it appears on Credit Card _____
(Please Print)

Signature of Card Holder: _____ Date: _____

SECTION 6 – SUBMIT APPLICATION

MAIL:

Return a completed application form by mail to:

National League of Cities
Membership Lockbox - 4047
PO BOX 17425
Baltimore, MD 21298-8240

FAX:

Send application to (202) 626-3109.

PHONE:

NLC Member Services
(202) 626-3100 or (877) 827-2385
8:30 a.m. - 5:00 p.m. eastern time, Monday through Friday

EMAIL:

memberservices@nlc.org

NATIONAL LEAGUE of CITIES

The National League of Cities is the voice for cities in Washington and a partner to cities and towns across the U.S.



We Are Our Members

Cities and towns of all sizes are members of the National League of Cities (NLC). Led by a member-selected Board of Directors, NLC is at its heart an organization by members, for members.



We Give Cities a Voice in Washington

NLC members work together to develop the National Municipal Policy, our position on issues in front of Congress and the Administration. NLC members and staff work diligently to develop relationships in Washington and advocate for the interests of our nation's cities and towns.



We Help Cities Innovate

Through research, technical assistance, partnerships, and convenings, NLC helps city leaders and staff step up their game. Whether identifying best practices, researching trends, or helping implement tried and true solutions, NLC is passionate about helping cities become more efficient and effective for their residents.

We Help Leaders Continuously Improve

NLC's two annual conferences and the professional development programs of the NLC University offer city leaders and staff a wide range of learning opportunities to keep their technical knowledge current and leadership skills sharp.

We are the leaders and staff of cities and towns who work every day to make our communities great places to live.



We Are the Nation's Cities



We believe in...

- Representative, participatory local government.
- Local government as the cornerstone of government in the United States.
- The value of public service.
- The value of diversity throughout our organization and our communities.
- Municipal authority over municipal issues.
- A commitment to the highest ethical standards among all public officials.
- Civility and mutual respect.
- Anticipating the needs of communities and developing strategies to meet those needs and improve the quality of life.
- Partnerships, coalitions, and collaborations to strengthen cities and our advocacy efforts.

2015 Advocacy Priorities



Close the online sales tax loophole



Invest in local transportation priorities



Protect Municipal Bonds

Officers

President
Ralph E. Becker
Mayor
Salt Lake City, Utah

First Vice President
Melodee Colbert-Kean
Councilmember
Joplin, Missouri

Second Vice President
Matt Zone
Councilmember
Cleveland, Ohio

Immediate Past President
Christopher B. Coleman
Mayor
Saint Paul, Minnesota

Chief Executive Officer/Executive Director
Clarence E. Anthony

Deputy Executive Director
Antoinette A. Samuel

City of Bethel Action Memorandum

Action memorandum No.	15-51		
Date action introduced:	October 27, 2015	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approve Mayor's appointment of Julene Webber to the Public Safety and Transportation Commission.

Route to:	Department/Individual:	Initials:	Remarks:
	Police Chief Andre Achee	AA	

Attachment(s): None

Amount of fiscal impact		Account information:
X	No fiscal impact	

Action memorandum 15-51 is sponsored by the Mayor at the request of the City Clerk.

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

The Public Safety and Transportation Commission has vacancies for one full seat and two alternate seat.

City of Bethel

Sewage Lagoon Rehabilitation & Excavation



Need \$9,608,906 to Rehabilitate Sewage Lagoon & Excavate Sludge.

- The Bethel Sewage Lagoon is one of the largest in North America, occupying 61.7 acres for a major hub community of 6,278 residents.
- The City of Bethel relies on the lagoon to hold its wastewater, settle out solids, decompose liquids, and dilute contents.
- The City is given an administrative extension from the Alaska Department of Environmental Conservation each year to discharge 240 million gallons of effluent into the Kuskokwim River with the understanding that the City is actively pursue lagoon remediation efforts.
- The need for lagoon rehabilitation is underscored by the north cell wall breach that occurred in 2005, causing the discharge of thousands of gallons of effluent onto pristine tundra.

Project Description

Design and construct new sewage truck dump site, remove sludge through excavation, dewater sludge with belt press, replace cell curtains, construct new 30-acre holding cell and 20-acre treatment area.

Pre-Construction Work Completed: Preliminary engineering report (PER) by Larsen Consulting Group describing this project.

Funding: City has \$700,000 in FY 2015 State Designated Grant to replace sewage truck dump site.

City of Bethel

300 State Highway

P.O. Box 1388

Bethel , Alaska 99559

Ann K. Capela, City Manager

Phone: 907-543-1373

Fax: 907-543-1394

Email: acapela@cityofbethel.net



City of Bethel

Needs \$2,660,000 to Purchase 5 New Water and 5 New Sewer Trucks



High hours of use require engine rebuilds at \$40,000 each

Transmission failures

Hydraulic motors quit working

Warm water pumps needs replacing

Hoods broken

Break rebuilds	Wiring for lights
Pumps wear out	Doors cracking
Transmission leaks	PTO leaks
Shocks bad	Oil leaks
Windshields broken	Slides worn



- The City of Bethel provides hauled water and sewer service to 1,400 buildings, six days a week.
- City water and sewer trucks in poor condition; most manufactured by Sterling from 1992-2009.
- City spends \$686,676 annually repairing and maintaining its water & sewer trucks due to repair frequency, extent of repairs, and high cost of obsolete parts.

Project Description

- Purchase five new water truck and five new sewer trucks and put them in immediate service providing hauled water and sewer to 1,400 homes, businesses, and organization headquarters.

Match

- City is in the process of purchasing two water trucks with \$528,000 of its hard-earned savings, budgeted in the fleet replacement fund.

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City of Bethel

Bethel Small Boat Harbor Improvements—Final Phase



Needs \$2,500,000 for Bethel Small Boat Harbor Improvements.

- The harbor serves as a “harbor of refuge” to boaters on the Kuskokwim River, according to the U.S. Coast Guard.
- As a hub community harbor, there are 1,200 people using it each summer day for subsistence, commercial, and recreational uses.
- The harbor acts as a transportation thoroughfare in summer, whereby boats travel to and from Bethel and small villages on the Kuskokwim River.
- The Bethel Small Boat Harbor has been dredged and 75% of its banks stabilized with armor rock, geobebbing, and gravel.
- There remains 25% of the harbor to improve with rock, webbing, and gravel.

Project Description

Use U.S. Army Corps of Engineers design to stabilize banks at Bethel Small Boat Harbor by strategically placing armor rock, geowebbing, and gravel.

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City of Bethel

Institutional Corridor— Final Phase

Need \$5,187,742 for Piped Water Project

- The Adult Correctional Facility must get out of the private well business! The poor performance of the well is costing the Department of Corrections untold money, time, and resources.
- The City's hauled water service to the Corridor's largest water users in Bethel represents a tremendous burden in terms of personnel cost and wear and tear on water trucks.
- The State of Alaska provided \$7,000,000 for the first half of this project in FY 2014. The City used some of this money to hire DOWL to provide engineering and project management services.



Benefits of Institutional Corridor Project

- The adult correctional facility, youth correctional facility, YK Health Corp., and Allnavik Hotel will have the opportunity to receive piped water and close their wells for good. The burden of private well ownership and water treatment will be eliminated for four institutions.
- The City of Bethel will save \$130,000 a year by delivering water by pipe to all 13 large institutional/commercial users and not hauling it, as is currently done.

Project Description

The City will use its City Subdivision Water Treatment Plant to provide clean, piped water to: U.S. Fish and Wildlife Service building, U.S. Post Office, Allnavik Hotel, New Swanson's Grocery Store/BNC Movie Theater Complex, YKHC Prematernal Home, YKHC Assisted Living Center, New Phillips Alcohol Treatment Center, and the YKHC Sleep-off Center. The project has taken on more urgency as five new institutional or commercial buildings have been built or are in the process of being built in the last two years.

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City of Bethel

Dust Control Measures, Gravel, and Calcium Chloride



Need \$1,200,000 to Purchase Gravel and Road Additives

- The City has the responsibility to control dust on 17 miles of gravel roads in Bethel.
- Airborne dust is a Bethel environmental hazard that affects all residents driving, walking, and living on gravel roadways.
- Airborne dust causes, inflames, and exacerbates many respiratory diseases and conditions.
- Crushed gravel is not natural to Bethel and must be imported.

Benefits of Dust Control Project

- Reducing airborne dust will make it safer for people to live and breathe in Bethel, especially individuals with respiratory ailments.
- Safer road travel because people will be able to focus attention on operating their vehicle/bicycle safely, rather than paying attention to clouds of dust and ill-health impacts.

Project Description

The City will purchase gravel (\$900,000), calcium chloride (\$200,000), and hydroseed materials (\$100,000). The City will use its dump trucks, dozers, graders, sanders, hydroseeder, and other heavy equipment to move, mix, and spread the calcium chloride and gravel on the road surface. The City has been maintaining gravel roads in Bethel for over 50 years.

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City of Bethel

Alternative Road Around H-Marker Lake



Need \$1,820,752 to Construct Alternative Road Around H-Marker Lake.

- Emergency response vehicles need a second route to access people living on Ptarmigan Street and in Tundra Ridge Subdivision.
- A portion of Tundra Ridge Road has been closed for four years due to private property issues and shows no promise of opening in the near future.
- Bethel residents want to save money, time, and convenience by having alternative access to highway, airport, and western subdivisions.
- Taxicab drivers, restaurant delivery drivers, and package delivery drivers must have alternate route to save time and money during operations.

Project Description

The City of Bethel requests that \$1,820,752 be put in the FY 2016 State Capital Budget to fund the construction of a road around H-Marker Lake in Bethel, Alaska in order to allow emergency vehicles quicker access to residents living in Tundra Ridge Subdivision, people living on Ptarmigan Street, and people soon to reside in the new Snow Ridge Subdivision planned for development.

This new road is necessary to bypass a section of Tundra Ridge Road that has been closed to public since 2008. The City will hire a contractor to design/build a new gravel road extension of Gunder's Way to Ptarmigan Street, a 1,629 foot section of road that circumvents H-Marker Lake.

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Mayor's Report

City Manager's Report

These recommendations address operational improvements and are based on discussions with the WTP operators/owners and on-site inspection by Art Ronimus, PE, MPH, on May XX, and with Sarah Ramey, ARWA on October 12, 2015. With this memo, there is additional correspondence describing some of the issues and concerns. Please consult this material (attached)

Filter Performance

During the October 12 visit, Filter No. 2 was opened to exam internal media condition and to observe the air scour system in action. The drain down to the proper water depth via the automated system (Panel View) was satisfactory. Unfortunately this filter (similar to No. 3 in May XX) is missing all the Anthracite media (approximated 18" depth). This condition places the filtering vessel in a very poor status, and has been explained in the prior documentation; the cause is excessive backwash rates blowing the media into the waste water collection system. The air scour system was turned on, using plant settings. It was anemic and weak, not the vigorous boiling expected. This was without the anthracite media (only the greensand media was present). As mentioned in prior documentation, the air blower/piping is not functioning well. During this inspection, the air scour valves were opened all the way (one blower on) and much improved performance was observed, but with a "dead zone" centered above the underdrain header. The 3 filters in this facility are reported to only operate approximately 8 hours before differential pressures rise on the vessels. This condition (short runs and high differential pressure) is due to loss of the anthracite media.

Observations and recommendations:

1. The anthracite media must be replaced ASAP. Using original specifications, the media should be installed per manufactures instructions and facility O&M manual. **Until this media is installed, the performance capability of this WTP is severely compromised, both for water quality and economically.**
2. Current water production efficiency is about 80%. This means about 20 % of the water produced is used in production of the water (this is water for backwash, monitoring, in plant uses, etc). A filter backwash cycle for one filter uses about 12,000 gallons of water (to the sewer) to produce about 62,000 gallons of finished water (about 8 hours of operation) . This facility has operated upwards of 95% efficient in the past (about 32 hours), and has potential to operated at this level and better. Wasted water or inefficient operations has a great cost burden; heating of the raw water or storage tank water, chemical costs, power costs, wear and tear on the media and equipment, sewer lagoon overloading, etc. An operational goal of greater than 95% water production is justified and is achievable after the new media is installed.
3. The back wash meter must be operational and functioning to factory specifications. It is the only direct means to monitor the rate and quantity of water used in backwash processes. Backwash waste streams must be monitored for media content. No media should be observed. (see prior listing)
4. Backwash processes and waste streams must be monitored. Rates are adjusted for wear and tear, water temperature, and on actual quality of the backwash waste water. As mentioned, a rate of 800 GPM is probably an upper limit, but when new media is installed, this must be revisited to guarantee no media is washed out.
5. The backwash process needs to be fine tuned to save water and to be assured the process is effective at removing the iron/manganese contaminants (flocculated precipitates). These are suggested means:
 - Install air flow mass meter to measure gross air supply header.
 - Remove overhead air/water trap and install inline check valves
 - Perform functional air scour tests when anthracite media replaced, Add potential to increase air scour rates with two blowers running simultaneously. Air scour will always be only partially effective, as the

underdrain manifold is a retro fit for air scour. There will be a dead zone in the bed, but air scour is beneficial.

- Monitor timing and effectiveness of backwash; slow BW, HR BW, Slow BW, rinse, etc. Adjust flow rates for quality of backwash water and filter effluent. A substantial savings in use of backwash water is possible.
 - Each filter should be checked for product water quality to be assured operations are consistent and each filter, being identical, produces similar water quality.
 - Filter control valves should be rebuilt to factory specifications. These in line controllers limit each filter to 130 GPM, are subject to wear (15 years so far?). It is important these filters perform as a group, operating in parallel. Their performance should be comparable. Iron removal, filter head loss, etc should be charted and reviewed periodically
6. For the WTP staff to report on overall water plant production, metering is crucial of water pumped out of the well and water produced for "distribution" to the storage tank; and then to trucks and loops. These figures will be used to calculate overall plant efficiency.
 7. the greensand must be confirmed and/or maintained as being reactive; this means a slight pink color of KMNO₄ entering the filter vessel continuously, but none leaving the filter vessel. Iron and Manganese removal should be good. When new anthracite media is installed, the greensand should be reactivated one time via the soaking method.

Operational efficiencies; Power, labor, chemicals, and energy

This facility uses a large amount of fuel and electricity. Here are operations suitable for great conservation and money savings. Water systems like this in rural Alaska are often referred to as water production and heating plants, with concerns about keeping pipes from freezing and water tanks from icing up.

1. Water heating of raw water is not required for water treatment or chemical dosing. This pre-heating function should be isolated and turned off. To get an idea of potential savings, if 100,000 gallons of water is heated 10 Deg F, from 33 (well water temp.) to 43 De F (often set goal for winter mode), the cost to the city with fuel at \$ 3.75 per gallon is about \$312.75 per day or \$9,382. Per month. Water heating during freezing weather is a necessity for the loops, but not for the storage tank or raw water. There are significant savings to be realized.

During this last visit on October 12, two very significant "heating controls" were compromised, the storage tank where the temperature setting was set to maximum; about 85 and the circulating loops heat sensor was stuck at 56 D F. Both were adjusted way down to 40 D, which is a temporary solution. It is recommended the water storage tank not be heated routinely, but operated in a cold weather mode with lots of turnover, running the tank level up and down with water consumption and newly produced water. A tank mixer is also recommended, this mixes the tank to an even temperature and prevents icing. (Anchorage has installed 12 of this mixers in their reservoirs to prevent icing) A very modest investment is required, but savings are large because water is not heated. Imagine saving 50% or more of the fuel consumed in this building. Reduced energy operations is a sustainable mode for this plant. In addition, clear set of operating guides are needed for energy use in the building. (room heating, ventilation, etc.) Trucks get their water directly from the water storage tank; heated water is not needed during the short haul time to a customer.

Emphasis on freeze protection are in the loops. A graduated heating scenario is recommended; warmer water (more heating) when very cold (below zero) say to 40 D plus, and a lower water temperatures when air temperatures are above Zero (say 38) , and even less heating when air temperatures are close to 32 D F (water to 35 D). The huge savings in fuel is this: instead of heating a 100,000 gallons of water of which

some is wasted by plant operations (5-20 %), only approximately 25, 000 gallons are heated, water only going to the loops and piped customers.

Colder water is also more efficient at backwashing; a 20% savings in backwash water is possible.

2. Currently this WT plant is configured to operate with 3 filters wide open, all on or off, 3 going or none. There is very little operator flexibility to operate more efficiently, such as on a different schedule (all night, fewer backwashes, one or two filters, etc). This could be investigated to see what savings might accrue. Testing for possible more efficient operations is straight forward, the results whether beneficial or detrimental will be useful.
3. More than half the energy of the 40 HP well pump is wasted due to being over sized (and the likely waste is higher), excess water pressure is bled off via the main inlet control valve (it has been damaged by this condition) and flow rate controllers mounted in the discharge of the filters (set 130 GPM). A variable frequency drive (VFD) should be installed, and the control valve removed. The WTP would adjust pump speed to match treatment conditions and flow rates. This pumps runs about 4 hours a day approximately, savings per year are roughly calculated at \$0.14 KW-hr. is estimated to be over \$3,000/year, and are likely to be higher. These fixes would correct the existing situation and greatly improve operational efficiencies and give the operator flexibility. To describe this in another way; only enough energy would be used to lift the water out of the well, pump it through the filters and dump into the water storage tank. A VFD has this capability and has become a standard in the water industry. Additional analysis is justified to demonstrate the merits of this investment.
4. The differential pressure gauges are working now, they are an important process monitoring variable, but when greensand is the only media at work, this must be kept to below 8 psi. When the anthracite filter media is installed, 10 psi is ok if water quality is monitored.
5. This facility should immediately install fuel metering equipment for each boiler. This will allow accounting of fuel burning, be used to verify fuel deliveries, and be used in energy analysis of boiler performance and system optimization efforts. Fuel burning "tune ups" of these boilers should be monthly! When you are burning 20-30 gallons per hour of fuel, the need for peak efficiency is paramount.
6. An energy audit of this facility will have immediate benefits. Lighting, ventilation, set back conditions summer/winter, fuel burner efficiencies, etc. would permit rationale decisions to apply energy use where needed. First; this facility must think of minimizing energy use, then seek out the most affordable and efficient energy supply.
7. All water streams in the plant used for in-house purposes should be checked and keep to a minimum. For instance, a 5 GPM flow in a line used for sampling turbidity is wasteful, when the unit can get by with 0.5 GPM if piped in properly. The turbidity meter flow sample line must be cut back to that required by the Hach unit. A desk top unit for measuring turbidity should be on-site to validate the on line instrumentation.
8. This WTP facility has a feature which gives it potential to be a "**Green WTP Plant**", that is the backwash holding tank. Recycling of backwash water for a facility of this kind is standard in the lower 48. Saves water, energy, chemicals, and reduces overall impacts on the lagoon. Many benefits accrue when the bulk of these waters are routed back through the filters, while only the settled sludge is sent to the lagoon. This is readily feasible as the settling characteristics of the waste water are good. If this plant approached 98% or greater water production, this would be a very noteworthy event. Additional Money savings would accrue.
9. Filter aid dosing (Nalco Product), must be confirmed at about 0.5 mg/l, with appropriate follow up using filter runs length, product water quality (NTU and Fe/Mn concentration) to adjust concentrations up or down.

City Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

November 10, 2015 Regular City Council Meeting
November 24, 2015 Regular City Council Meeting

Alaska Municipal League Conference

Arrangements for four council members have been made to attend the Conference/Newly Elected Officials Training.

Election Close Out

Retention and distribution of close out election documents and materials have been complete.

Committees and Commission

There are five committee/commission members' whose terms will expire December 31, 2015. The Office is preparing the dissemination of term expiration notice to these individuals as well as a request for reapplication.

Updates to the members list to include the changes made by the Mayor's appointment of council members to the standing and non standing committees.

Document Retention

The Office is still in the process of inputting the information of burial permits for the Bethel Memorial Cemetery into the electronic filing system.

The online Bethel Municipal Code is updated through Ordinance 15-28 of all ordinances that have had action taken by the Council. The printed supplement of the 2015 code amendments will not be available until February, 2016.

Joint Task Force Meeting

Communicating with Orutsararmiut Native Council to arrange the next Joint Task Force meeting; the meeting should be held within the first two weeks of November.

Research

When time permits, the Office is reviewing the most updated modifications to the proposed State marijuana regulations as well as the City's property ownership.

The City Clerk has spent much time preparing for the October 27, trial.

Executive Session

Additional Information
