



City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

Regular City Council Meeting

Tuesday, December 8, 2015

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
December 8, 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 2017
545-0970
bmaczynski@cityofbethel.net

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

Chuck Herman
Council Member
Term Expires 2017
545-5394
cherman@cityofbethel.net

Zach Fansler
Council Member
Term Expires 2017
545-3300
zfansler@cityofbethel.net

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

Alisha Welch
Council Member
Term Expires 2017
545-6026
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) *11-24-2015 Regular Meeting Minutes
- VII. REPORTS OF STANDING COMMITTEE**
 - a) Public Safety and Transportation Commission
 - b) Port Commission
 - c) Planning Commission
 - d) Parks, Recreation, Aquatic Health And Safety Center Committee
 - e) Finance Committee
 - f) Energy Committee
 - g) Public Works Committee
 - h) 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 15-19: Amending Bethel Municipal Code 5.40.070, Chauffeurs, Carrying Alcoholic Beverages And Controlled Substances And Repealing Bethel Municipal Code 5.40.080, Chauffeurs, Carrying Alcoholic Beverages (Council Member Springer) P26
 - b) Public Hearing Ordinance 15-20: Amending Bethel Municipal Code 5.20.120 F, Transportation Industry, General Provisions, Penalties And Remedies (Council Member Springer)
 - c) Public Hearing Of Ordinance 15-21: Amending Bethel Municipal Code 5.30, Taxicab, River Taxi, Limousine and Bus Permits, To Require Video Camera Surveillance System And Global Positioning System Capabilities (Council Member Springer)
 - d) AM 15-39: University Of Alaska Fairbanks Memorandum Of Agreement For The 4-H Program (City Manager Capela)
 - e) AM 15-42: Approval Of The City Of Bethel Employee Handbook (City Manager Capela)

Agenda posted on December 2, 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 January 12, 2016**)



**City Council Meeting Agenda
Regularly Scheduled Meeting
December 8, 2015 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

X. NEW BUSINESS

- a) *Introduction Of Ordinance 15-35: Alaska Marine Lines Lease Agreement For Warehouse, City Dock (City Manager Capela)
- b) *Introduction Of Budget Ordinance 15-14 (a): Amending The Adopted Fiscal Year 2016 Annual Budget (Mayor Robb)
- c) *Resolution 15-18: Disposition Of City Personal Property In An Amount Less Than \$5,000 To Orutsarammiut Native Council
- d) *AM 15-54: Reappointment Of Joan Dewey To The Public Safety And Transportation Commission (Mayor Robb)
- e) AM 15-55: Approval Of Administrations Selection of The Firm, Carmen Jackson, CPA, To Provide Accounting Services To The City Of Bethel As Needed From Date Of Award Until June 30, 2020 (City Manager Capela)
- f) AM 15-56: Direct Administration To Review The Potential Incorporation Of A Borough In The Kuskokwim Region (Council Member Hoffman)
- g) AM 15-57: Authorizing The Selection Of Cascade Columbia Distribution Co. To Provide The City With A Total Of 600 Cubic Feet Of Anthracite By Air Freight And Barge For Bid Price (City Manager Capela)
- h) *AM 15-58: Appointment Of Barbara Mosier To The Parks, Recreation, Aquatic Health And Safety Center Committee (Mayor Robb)
- i) *Personal Time Off Request For The City Attorney, December 23 and 24, 2015 (Mayor Robb)
- j) *Personal Time Off Request For The City Clerk, December 31, 2015 (Mayor Robb)

XI. MAYOR'S REPORT

XII. MANAGER'S REPORTS

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

XV. EXECUTIVE SESSION

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

XVI. ADJOURNMENT

Agenda posted on December 2, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing January 12, 2016**)

Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on November 24, 2015 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski (arrived at 6:32p)	<input checked="" type="checkbox"/> Council Member Chuck Herman
<input checked="" type="checkbox"/> Council Member Alisha Welch (arrived at 6:36p)	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<input checked="" type="checkbox"/> Council Member Leif Albertson	
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	

IV. PEOPLE TO BE HEARD

Beverly Hoffman-

Thanked the Council for their hard work.

Provided an update to the Council on the Lifesavers Fund. The fund assisted in providing of swim lessons for youth and adults as well as swimwear for those needing assistance. There were a number of other funders that assisted by providing donations to the fund. They are co-sponsoring half price Fridays and Sundays.

The Parks, Recreation, Aquatic Health and Safety Center Committee will be considering the pool operations in their coming meetings.

Matt Scott-

Director of the community Health and Wellness Center. Provided support to the effort in bringing Diabetes awareness to the Region.

John Sargent-

Grant Manager for the City of Bethel. Was on the negotiating team for the City of Bethel and encouraged the Council to vote yes on the City of Bethel Union Contract at tonight's meeting.

Mary Nanuwak –

Provided comments on the number of meetings the City Council has had and the statements made in the community that the Council is not getting anything accomplished, she doesn't agree with these comments.

Suggested that the hope of many that the incoming of liquor stores will reduce the negative impacts of alcohol in our community is not going to be the reality.

Lorin Bradbury-

Thanked the Council for the work and hours they put in. As the Pastor of the Pentecostal Church and the president of Bethel Conference of Churches, provided concerns on the amendments to the Bethel Municipal Code outlined in Ordinance 15-32, specific to the restrictions on locations. By the Council eliminating the provisions in this section, the provisions would revert back to the State's regulations which are not as restrictive on location limits. Suggested the Council reconsider those regulations to prevent alcohol distributions on all alcohol sales near churches and schools.

Alissa Joseph – Brownsfield Coordinator for the ONC. Wanted to provide awareness to the Council of their hope to mitigate the land on the City's property which was recently affected by the Lower Kuskokwim School District Fire.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by: Fansler

Seconded by: Maczynski

Action: Motion carries by a vote of 7-0

In favor: Robb Maczynski Welch Albertson Fansler Herman Hoffman

Opposed: -0

Main Motion: Move Unfinished Business Item C to fall after the Executive Session.

Moved by: Fansler

Seconded by: Herman

Action: Motion carries by a vote of 7-0

In favor: Robb Maczynski Welch Albertson Fansler Herman Hoffman

Opposed: -0

VI. APPROVAL OF THE MEETING MINUTES

Item A – 11-10-2015 Regular Meeting Minutes

Approved on the consent agenda.

VII. REPORTS ON STANDING COMMITTEES

Public Safety and Transportation Commission

Council Representative, Chuck Herman –

The next meeting of the Commission will be on December 1, 2015.

Port Commission

Council Representative, Alisha Welch –

Discussed the Alaska Marine Lines warehouse lease which will be forwarded to the Planning Commission.

The Port Director is working on a derelict vessel task force to move these vessels out of the river way.

Consideration of the building on East Avenue to be used for the Port operations.

Planning Commission

Council Representative, Nikki Hoffman –

Discussion on the Alcohol Ordinance and the restriction on location.

Also discussed Ordinance 15-29 and provided a recommendation to the Council.

Parks Recreation, Aquatic Health and Safety Center Committee

Council Representative, Richard Robb –

Will hold their next meeting December 7, 2015.

Finance Committee

Council Representative Leif Albertson –

Charitable Gaming taxation requirements in the Code was discussed.

Public Works Committee

Council Representative, Byron Maczynski-

Not able to provide a report.

Energy Committee

Council Representative, Zach Fansler –

At their next meeting the Committee will be discussing the Nuvista Light and Electric Cooperative project.

Marijuana Advisory Committee-

Council Representative, Zach Fansler –

Held their first meeting and was provided a number of documents to review which is already outdate. The Committee is working hard at defining the goals for the City and what needs to be brought forward to the Council.

VIII. SPECIAL ORDER OF BUSINESS

Item A – Proclamation For Diabetes Prevention Month.

IX. UNFINISHED BUSINESS

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

Mayor Robb opened the public hearing.

No one present to be heard.

Mayor Robb closed the public hearing.

A motion to adopt Ordinance 15-29 was made at the October 13, 2015

Main Motion: Regular City Council Meeting.

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

Primary Amendment: Under 4.08.050 Lease procedures Section C to strike "available" and insert "deemed appropriate by the City Manager".

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

Primary Amendment: Under 4.08.010 Section A, un-strike "exchange."

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

Main Motion: Under 4.08.010 Section B. strike "exchange."

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

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

Mayor Robb opened the public hearing.

Agnes Phillips- Encouraged the Council to follow their own laws. Suggested the community members will have to be more careful with alcohol sales in the community.

Mary Nanuwak –
Everything is interrelated; for instance, diabetes prevention- alcohol can worsen their condition. Alcohol and drugs slow peoples work down.

Mayor Robb closed the public hearing.

Motion to adopt Ordinance 15-32 was made at the October 13, 2015

Main Motion: Regular City 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"/> Maczynski <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman
Opposed:	-0

Subsidiary

Motion: Five minute break.

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"/> Maczynski <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman
Opposed:	-0

Primary

Amendment: Amend 5.08.100 to strike Section B.

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

Council Member Hoffman declared a potential conflict of interest due to her brother and father's employment of Bethel Native Corporation.

Mayor Robb determined Council Member Hoffman does not have a conflict of interest.

Amend 5.08.050 by inserting "Recordkeeping Required of all sellers.

Primary Amendment: A. Premises licensed under AS 04.11 shall keep and preserve suitable records of all sales made by the seller and such other books or accounts as may be

necessary to determine the amount of tax which it is obliged to collect, including records of the gross daily sales, together with invoices of purchases and sales, bills of lading, bills of sale or other pertinent records and documents as will substantiate and prove the accuracy of a tax return.

- B. "Suitable records of all sales made" as used in subsection A of this section shall mean at a minimum a daily "Z" or "Z-total" report or equivalent, for all businesses with a cash register (A "Z" or "Z-total" report is the report generated by the cash register at the end of each business day, which calculates, at least, the totals for each department key, total sales and total receipts – although some cash registers have more detailed "Z" or "Z-total" reports). Whatever records are kept must reflect the total daily purchases of taxable items. If no taxable sales are made on a business day, the records kept shall so reflect "zero" sales on that day. Records must also be kept to substantiate any claimed deductions or exclusions authorized by law. Records may be written, stored on data processing equipment or may be in any form that the City may readily examine.
 - C. Unless a specific, written exception has been granted by the finance director, with the approval of the city manager, all sellers within the City who sell alcoholic beverages must have a cash register and must record each retail sale on a cash register that provides, at a minimum, a daily "Z" or "Z-total" report, or equivalent as set forth in subsection C of this section.
 - D. Records shall be kept in a systematic manner conforming to accepted accounting methods and procedures. Such records include:
 - a. The books of accounts ordinarily maintained by a prudent business person. Records and accounting information stored on computers must be provided to the City in a readable form when requested by the City.
 - b. Documents of original entry such as original source documents, pre-numbered sequential source documents, pre-numbered sequential receipts, cash register tapes, sales journals, invoices, job orders, contracts, or other documents of original entry that support the entries in the books of accounts;
 - c. All schedules or working papers used to prepare gross and taxable sales results, including receipts or invoices showing exempt sales.
 - E. Records must show:
 - a. Gross receipts and amounts due from all taxable and exempt sales; and
 - b. The total purchase price of all goods and other property purchased for sale, resale, consumption, or lease.
 - F. Every seller shall preserve suitable records of sales for a period of three (3) years from the date of the return reporting such sales, and shall preserve for a period of three (3) years all invoices of goods and merchandise purchased for resale, and all such other books, invoices and records as may be necessary to accurately determine the amount of taxes which the seller was obliged to collect under this chapter.
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G. The City finance department may examine and audit any relevant books, papers, records, returns or memoranda of any seller, may require the attendance of any seller, or any officer or employee of a seller, at a meeting or hearing, and may require production of all relevant business records, in order to determine whether the seller has complied with this chapter.

Moved by:	Fansler
Seconded by:	Maczynski
Action:	Motion carries by a vote of 4-3
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman
Primary Amendment:	Under 5.08.050 G. strike "or hearing" and insert "with the finance director or his or her designee."
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"/> Maczynski <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman
Opposed:	-0
Primary Amendment:	Insert under 5.08.080 E. "Premises licensed under AS 04.11 may not sell alcoholic beverages during the operational hours of the Cama-i Festival."
Moved by:	Maczynski
Seconded by:	Hoffman
Action:	Motion does not carry by a vote of 2-5
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson
Opposed:	<input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman
Secondary Amendment:	Amend the Primary amendment to strike "operational hours" and insert from the "opening of Cama-i Dance Festival to the close of the Cama-I Dance Festival".
Moved by:	Albertson
Seconded by:	Maczynski
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman
Opposed:	-0
Primary Amendment:	Amend 5.08.050 B to strike "for all businesses with a cash register."
Moved by:	Fansler
Seconded by:	Hoffman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman
Opposed:	-0
Secondary	Amend the primary amendment to include striking under Section D, "or

Amendment: microfilm.”

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

Primary Amendment: Amend 5.08.050 C to strike “Unless a specific, written exemption has been granted by the finance director, with the approval of the City Manager” and strike “as set forth in subsection C of this section.”

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

Primary Amendment: Amend to insert Section 5.08.060 “Conditional Use Permit Required. Unless exempt, any use that includes the retail sale or dispensing of alcoholic beverages is permitted only by a conditional use permit. The conditional use requirement applies only to the retail sale or dispensing of alcoholic beverages and not to related principal or accessory uses.”

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

Primary Amendment: Insert under 5.08.020 B. Subsection “1. To the planning director or their designee to determine if the application complied with the conditional use provisions of the Bethel Municipal Code.”

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

Council took a five minute at ease.

Primary Amendment: Insert under Section 5.08.110 “Caution consuming alcohol while pregnant will have adverse affects on the fetus.”

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

Secondary Amendment: Amend the primary amendment to include the requirement that the signs will be in black and white and in half inch letters.

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

Secondary Amendment: Amend the primary amendment to adopt state law 4.21.065 Section B. language and regulation regarding the posting of Warning signs for consuming alcohol while pregnant.

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

Primary Amendment: Amend 5.08.010 to strike "fifteen (15)" minutes and insert "thirty (30)."

Moved by: Hoffman
 Seconded by:
 Action: Does not carry due to a lack of a second

Primary Amendment: Amend 5.08.150 to strike "It shall be unlawful to carry, transport or possess an open container of alcoholic beverages on the public streets, sidewalks, alleys, parks, or other public places throughout the City, except that"

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

Secondary Amendment: Amend the primary amendment to read "It shall be unlawful to carry, posses, or consume an open container of alcoholic beverages in parks or other public placed throughout the City, except an open container of alcoholic beverages may be carried in a vehicle in a locked trunk or other secured location inaccessible to the driver and passengers within the vehicle."

Moved by: Hoffman
 Seconded by:
 Action: Does not carry due to a lack of a second.

Secondary Amendment: Amend the primary Amendment to read "It shall be unlawful to consume,

Amendment: transport or possess an open container of alcoholic beverages on the public streets, sidewalks, alleys, parks, or other public places throughout the city. Open container of alcoholic beverages may be carried in a vehicle in a locked truck or other secured location inaccessible to the driver and passengers within the vehicle.”

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

Item D – AM 15-42: Approval Of The City Of Bethel Employee Handbook.

Main Motion: Postpone until December 8, Regular City Council Meeting.

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

X. NEW BUSINESS

Item A – PTO Request For City Attorney Burley For November 20 and November 30, 2015.
Passed on the consent agenda.

Item B – AM 15-52: Appointment Of Milanna Shear To The Finance Committee.
Passed on the consent agenda.

Item C – AM 15-52: Appointment Of Alan Murphy To The Port Commission.
Passed on the consent agenda.

Item D – Determination Of Council Representative To Attend The Alcohol Beverage Control Board Appeal Hearing.

Main Motion: Table.

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

Item E – One Year Review Of Pool Operations And Direction To City Manager For Future Operations.

Main Motion: Direct the City Manager to present a Request for Proposal draft to Council for pool operations as soon as practicable.

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

Primary Amendment: Amend the main motion to include a draft Request for Proposal for a financial and operational audit.

Moved by: Fansler
 Seconded by: Hoffman
 Action: Motion does not carry by a vote of 0-7
 In favor: 0
 Opposed: Robb Maczynski Welch Albertson Fansler Herman Hoffman

Primary Amendment: Direct administration to conduct an operational audit on the pool facility as well as a financial audit on the contractor's finances.

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

Main Motion: Extend the meeting to 12:30a.

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

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

Council Member Zach Fansler –
 Welcomed the new City Planner.
 There are many opportunities for members of the community to get involved.

Council Member Chuck Herman –
 No comment.

Council Member Alisha Welch –
No comment.

Council Member Nikki Hoffman –
Really enjoyed the Alaska Municipal League Conference and the Newly Elected Officials Training.

Council Member Leif Albertson –
Spent some time at the health fair applying reflective tape to people's outerwear to allow for better visibility when in the dark, only to leave the fair a few hours later and respond to a EMS call of an individual, wearing all black attire, who had been hit by a passing car, the individual ended up passing away because of those injuries. Be safe on the roadways.

Vice-Mayor Byron Maczynski–
Reminded everyone about the fight against heroin. Concerns related to his issue have spread to surrounding communities.

Mayor Robb –
Bethel Winter House will be open on December 1, 2015, at the new location encouraged people to volunteer.
Encouraged everyone to be safe while traveling.
Provided notice to the community, the Alcohol Beverage Control Board issued two liquor package store licenses in Bethel.
Wished everyone a happy Thanksgiving.

XV. EXECUTIVE SESSION

Council Member Hoffman declared a potential conflict of interest on Executive Session Item C, due to her father and brother's employment with Bethel Native Corporation. Mayor Robb ruled Council Member Hoffman does not have a significant conflict of interest on this issue.

Council Member Welch departed the meeting at 11:20p.

Item A – Alaska Statutes 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Labor Negotiation Contract Between City of Bethel Employees Association, Local 6055, APEA/AFT And City of Bethel.

Item B – Alaska Statutes 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Legal Liability For The Transit System.

Item C – Alaska Statutes 44.62.310 Government Meetings, b, 1, Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Pending Litigation- Appeal On The Decision Made By The Alcohol Beverage Control Board To Not Uphold The City’s Protest Of A Package Store License For Bethel Spirits.

Move into Executive Session To Discuss The Alaska Statutes 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Labor Negotiation Contract Between City of Bethel Employees Association, Local 6055, APEA/AFT And City of Bethel

Alaska Statutes 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Legal Liability For The Transit System

Alaska Statutes 44.62.310 Government Meetings, b, 1, Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Pending Litigation- Appeal On The Decision Made By The Alcohol Beverage Control Board To Not Uphold The City’s Protest Of A Package Store License For Bethel Spirits

Those participating in the Executive session will be the City Manager, City Attorney, City Clerk the Council and Fire Chief and Finance Director for Item A.

Main Motion:

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

Council entered executive session at 11:30p.

Council came out of executive session at 12:28p.

Main Motion: Extend the meeting.

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

Council went into executive session at 12:30p.

Council came out of executive session at 1:00a.

Approve the Labor Negotiation Contract Between the City of Bethel Employees Association, Local 6055, APEA/AFT and City of Bethel pending the acceptance of the proposed amendments.

Main Motion:

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

Council went into executive session at 1:04a.

Council went back on the record at 1:20a.

UNFINISHED BUSINESS

Item C – Consideration Of Continued Funding For The City Of Bethel Public Transit System And Approval To Submit Grant Application.

Main Motion: Move to approve the application for the grant application.

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

Primary Amendment: Amend to submit the letter of intent to apply for the grant as soon as possible.

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

Main Motion: Drop the appeal on the decision made by the Alcohol Beverage Control Board to not uphold the City's protest of a package store license for Bethel Spirits.

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

XVI. ADJOURNMENT

Main Motion: Adjourn.

Moved by: Maczynski

Seconded by: Hoffman

Action: Motion carries by a vote of 6-0

In favor: Robb Maczynski Albertson Fansler Herman Hoffman

Opposed: -0

Council adjourned at 1:36a.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Reports of Standing Committees



City of Bethel Police Dept.

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

PUBLIC NOTICE
REGULAR MEETING OF THE
PUBLIC SAFETY & TRANSPORTATION COMMISSION
Tuesday, December 1st, 2015 -7:00 p.m.
300 STATE HIGHWAY – CITY COUNCIL CHAMBERS
AGENDA

Members

Joan Dewey
Chair

Vacant
Vice Chair

Chuck Herman
Council Representative

Naim Sabani

Deborah White

Eileen Henrikson

Julene Webber

Ex-Officio Members

Andre Achee
Chief of Police

William Howell III
Fire Chief

Christina Him
Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF November 3rd, 2015
- VI. SPECIAL ITEM OF BUSINESS
 - A. Nominations for Vice Chair
- VII. CHIEFS' COMMENTS
 - Fire Chief
 - Police Chief
- VIII. TRANSPORTATION INSPECTOR'S REPORT
- IX. COUNCIL REPRESENTATIVE'S COMMENTS
- X. UNFINISHED BUSINESS
 - A. Drug Screening Policy for Chauffeurs (Commission Member Sabani)
 - B. Formal Recommendations/clarification for disapproval of Ordinance #15-19, 15-20, 15-21 (Council Member Herman)
 - C. Curfew Policy (Council Member Herman)
 - D. Formal Recommendation of Ordinance #15-31, Amending Operation of Low Speed Vehicles (Council Recommendations)
 - E. C. Ordinance #15-32, Repealing and Replacing BMC 5.08, Alcoholic Beverages (Council Recommendations)
- XI. NEW BUSINESS
 - A. Police Department Staffing Levels
 - B. Fire Department Staffing in Anticipation for Increased Calls for Service due to Liquor Sales
- XII. COMMISSION MEMBER'S COMMENTS
- XIII. ADJOURNMENT

Christina Him, *Recorder*

POSTED on November 25th, 2015
POST OFFICE, AC QUICKSTOP, CORINA'S CASE LOT, CITY HALL, & POLICE DEPT.

"Deep Sea Port and Transportation Center of the Kuskokwim"

I. City of Bethel Port Commission Meeting Minutes

November 23, 2015

Rescheduled Meeting 7
P.M.

Bethel, Alaska

I. CALL TO ORDER

MEETING CALLED TO ORDER AT 7:03 pm.

II. ROLL CALL

COMMISSIONERS PRESENT:

Alan Murphy

Richard Pope

Alisha Welch

Greg Roczicka

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

-Approval of agenda was approved unanimously 4-0.

V. APPROVAL OF MINUTES

-Approval of Minutes for April, August, September, and October 2015 was passed unanimously 4-0.

VI. PORT DIRECTOR'S REPORT

-Finished RFP for the Port Building

-Training with Target Solutions.

-Port Staff is helping out City Hall with the mail runs and the banking.

VII. UNFINISHED BUSINESS

-AML's warehouse has gone up 1 ½% and has been passed.

VIII. NEW BUSINESS

X. COMMISSION REPRESENTATIVES COMMENTS

XII. ADJOURNMENT

Respectfully Submitted:

Alan Murphy, Chairman

Special Order of Business

Unfinished Business

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

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

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 5.40 CHAUFFEURS

Sections:

- 5.40.010 Chauffeur's license required.
- 5.40.020 Chauffeur application for license.
- 5.40.030 Issuance of chauffeur's license.
- 5.40.040 Posting of chauffeur's license.
- 5.40.050 Maximum number of hours per day.
- 5.40.060 Duty to serve public.
- 5.40.070 Alcoholic beverages and controlled substances.
- ~~5.40.080 Carrying alcoholic beverages.~~
- 5.40.090 Charter of taxicab.
- 5.40.100 Fares and receipts.
- 5.40.110 Two-way radio prohibited.
- 5.40.120 Handheld device use prohibited.
- 5.40.130 Requirement of check-in and check-out.

5.40.010 Chauffeur's license required.

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

No person may operate a river taxi, taxicab, limousine or bus within the city without having in their possession a valid chauffeur's license.

5.40.020 Chauffeur application for license.

- A. An application for a chauffeur's license shall be made to the transportation inspector.
- B. An application shall be submitted on a form approved by the transportation inspector and shall be accompanied by:
 - 1. The fee specified in BMC 5.20.160;
 - 2. Photographs to be taken by the transportation inspector;
 - 3. A complete set of fingerprints made by the Bethel police department or the transportation inspector on an FBI-approved form;
 - 4. A certificate from a physician licensed in the state to perform such testing, verifying the applicant's physical ability to drive, and proof of a negative drug test from a city-approved drug and alcohol testing facility;
 - 5. Proof that the applicant currently holds a valid state driver's license which entitles him or her to operate a vehicle by which persons are transported for compensation and has held a valid driver's license in Alaska or another state in the United States for at least one (1) year before the date of the application;
 - 6. Proof that the applicant is at least eighteen (18) years old; and
 - 7. Proof that the applicant has complied with subsections C and D of this section.
- C. Except as provided in subsection D of this section, an application shall not be complete until the applicant has passed an examination administered by the transportation inspector or his or her designee that tests the applicant's knowledge of safe driving, safe vehicle maintenance, knowledge of the city streets and significant locations, driver personal safety, drug and alcohol testing requirements, and any other subjects the commission finds to be in the public interest of ensuring safe and responsible public transportation. The examination shall consist of two (2) portions. One (1) portion shall be written test and the other portion shall be driving test. An applicant shall first (1st) take the written portion of the examination. If the applicant fails the written portion of the

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

examination, he or she may not take the driving portion of the test. If the applicant fails either portion of the examination in any combination three (3) times in any one (1) calendar year, the applicant may not reapply for a chauffeur's license for one (1) year from the date of the third (3rd) failure.

- D. Each licensed chauffeur shall provide the transportation inspector with a current driving record every six (6) months from the date of issue or renewal. Any licensed chauffeur accumulating six (6) or more points against their driver's license shall be required to successfully pass both the written and driving examination administered by the transportation inspector as outlined in subsection C of this section.
- E. Applicants for a chauffeur's license must show proof of a successful passage of the written and driving portions of the examination required in subsections C and D of the section and proof of payment of any fees required in Chapters 5.20 through 5.50 BMC.
- F. Any person who has been denied a license pursuant to this chapter may not apply again for such a license for a period of one (1) year.

5.40.030 Issuance of chauffeur's license.

The transportation inspector shall issue a chauffeur's license to an applicant only if:

- A. The applicant has submitted a complete application as prescribed in BMC 5.40.020, and is certified as required in BMC 5.20.150;
- B. The applicant has not had a conviction entered by a court of competent jurisdiction within twelve (12) months of the date of his or her application for:
 - 1. A moving traffic violation which subjected the applicant's driver's license to suspension or revocation pursuant to AS 28.15.221 through 28.15.261, or a similar law of another jurisdiction;
 - 2. Reckless driving;
 - 3. Driving while license suspended or revoked;
 - 4. Driving while under the influence of intoxicating liquor; depressant, hallucinogenic, stimulant or narcotic drugs, or any controlled substance as defined in AS 28.35.030 or any similar law of another jurisdiction;

Introduced by: Council Member Springer
Date: July 28, 2015
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Vote:

- C. The applicant has not had his or her driver's license suspended or revoked within one (1) year prior to the application date;
- D. The applicant has not had a felony or misdemeanor conviction entered by a court of competent jurisdiction within five (5) years of the date of application for:
 - 1. Assignment, prostitution, solicitation for the purpose of prostitution, offering to secure another for the purpose of prostitution, maintaining a vehicle for the purpose of prostitution or accepting money from a prostitute for any of the aforementioned purposes;
 - 2. Sale, transportation, possession or use of any controlled substance as defined in AS 11.71 or any similar law of another jurisdiction; or a violation of AS 04 or a similar law of another jurisdiction, or engaging in an act prohibited under AS 04.11, 04.16 or 04.17;
 - 3. Any felony or misdemeanor which includes as an element the use or threat of force upon a person;
 - 4. Burglary, larceny, fraud, theft or embezzlement; or
 - 5. Any sexual abuse or sexual exploitation offense; and
- E. Each representation made in the application is correct. Any false or misleading statement or misrepresentation as to a material matter in an application shall be grounds for denial of the application or revocation of the license.

5.40.040 Posting of chauffeur's license.

The chauffeur's license for the operator of a taxicab, river taxi, limousine or bus shall be posted in the interior of the taxicab, river taxi, limousine or bus in the manner designated by the transportation inspector. No person may operate a taxicab, river taxi, limousine or bus for hire unless his chauffeur's license is so posted.

5.40.050 Maximum number of hours per day.

No chauffeur may operate a taxicab, river taxi, limousine or bus in excess of twelve (12) consecutive hours. No chauffeur may engage in total gainful employment, whether chauffeuring or otherwise, for more than sixteen (16) hours in any twenty-four- (24-) hour period if the chauffeur has actually performed any chauffeuring in that twenty-four (24) hour period.

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

5.40.060 Duty to serve public.

- A. Chauffeurs of limousines shall be exempt from subsections A and B of this section. A chauffeur subject to this chapter shall not refuse to transport any passenger unless:
1. The chauffeur has already been dispatched to another call;
 2. The passenger is acting in a disorderly or threatening manner, or otherwise causes the chauffeur to reasonably believe that his or her health or safety, or that of others, may be endangered;
 3. The passenger, upon request, does not show an ability to pay the estimated fare or any applicable flat or group rate; or
 4. The passenger refuses to refrain from smoking.
- B. The chauffeur shall immediately notify the dispatcher of any incident of service refusal.
- C. A chauffeur shall inspect his or her regulated vehicle at the beginning and during his or her shift ensuring the vehicle is in a safe operating condition and clean inside and outside. Any mechanical or safety deficiencies noted shall be immediately reported to the vehicle owner. A record of this notification and deficiency will be noted on the applicable trip sheet. The vehicle owner shall take action to immediately correct safety deficiencies. Non-safety deficiencies shall be corrected within seventy-two (72) hours of notification. Failure of the chauffeur to report a safety or mechanical deficiency may result in a citation.
- D. It is unlawful for any chauffeur or passenger in a regulated vehicle to smoke any cigar, pipe, or cigarette or to burn tobacco or any other material in such vehicles at any time, regardless of whether or not passengers are riding in the vehicle.

5.40.070 Alcoholic beverages and controlled substances.

- A. No chauffeur may drink alcoholic beverages or be under the influence of a depressant, hallucinogenic, stimulant or narcotic drug, or any controlled substance as defined by AS 28.35.030, while on duty or for eight (8) hours prior to operating a regulated vehicle.

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

B. No chauffeur may operate a regulated vehicle when there is an open container of alcoholic beverage in the passenger compartment of the vehicle, except as provided in this section.

1. A chauffeur may transport an open container of alcoholic beverage when the container is:

- a) In the trunk of the regulated vehicle;
- b) Behind the last upright seat in a trunkless regulated vehicle, if the open container is enclosed within another container;
- c) Behind a solid partition that separates the chauffeur from the area normally occupied by passengers.

2. If alcohol is transported in a regulated vehicle the transport shall be for a passenger riding with the alcoholic beverages and must accompany a receipt.

For purposes of this subsection:

- a) "Open" means that the seal around the lid, cap or cork of the container has been broken, or that the lid, cap or cork has been removed, but does not include, when repackaged or resealed in accordance with state law: (i) beer repackaged by a licensee under 3 AAC 304.365; or (ii) a resealed or recorked wine bottle.
- b) "Passenger compartment" means the area normally occupied by the chauffeur and passengers and includes a utility or glove compartment accessible to the chauffeur or a passenger while the vehicle is being operated.

C. No chauffeur may purchase, or solicit the purchase of an alcoholic beverage for another person in connection with performance of duties as a chauffeur.

D. Any Chauffeur convicted of a violation of BMC 5.40.070 shall have their chauffeur license and/or vehicle permit revoked permanently.

E. Any dispatch company having four or more chauffeurs convicted of a violation of BMC 5.40.070 shall have their dispatch permit revoked permanently.

~~5.40.080 Carrying alcoholic beverages.~~

~~A. No chauffeur may possess or knowingly allow another person to possess a container of alcoholic beverages in a taxicab except that a passenger may transport alcoholic beverages in the trunk or cargo area of a regulated vehicle.~~

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
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Vote:

~~B. No passenger may possess any container of alcoholic beverages inside the passenger compartment of a regulated vehicle.~~

*****Renumbering of the following subsections will be taken care of by the City Clerk's Office.***

5.40.090 Charter of taxicab.

If a passenger requests direct service to his or her destination without picking up or dropping off other passengers, the chauffeur shall honor the passenger's request, and may charge the passenger no more than the applicable charter rate established by the commission for the trip.

5.40.100 Fares and receipts.

- A. No chauffeur may require payment of rates greater than those established by the commission pursuant to BMC 5.20.050.
- B. On request of any passenger paying a fare, a chauffeur shall provide a receipt indicating the fare received, the date, the permit number, the dispatch company, and the chauffeur's legibly printed name.

5.40.110 Two-way radio prohibited.

No chauffeur may possess in a taxicab or allow another to operate a scanner capable of monitoring a frequency used by a dispatch service other than that used by the taxicab's dispatch service.

5.40.120 Handheld device use prohibited.

- A. A chauffeur may not operate a regulated vehicle with a passenger for hire while using a handheld device, except licensed two- (2-) way radio for dispatch purposes, unless the chauffeur is using his or her handheld device to report illegal activity, summon medical or other emergency help, prevent injury to a person or property, or when parked.
- B. A chauffeur operating a permitted vehicle with a passenger for hire, while holding a handheld device, is guilty of violating this section, and is subject to the penalties under BMC 5.20.120.

5.40.130 Requirement of check-in and check-out.

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

Each chauffeur of a taxicab must check in with the dispatch service engaged by the permittee when the chauffeur begins a work shift and check out when the chauffeur departs a work shift.

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 Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-20

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE CHAPTER 5.20.120 F, PENALTIES AND REMEDIES

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 5.20

TRANSPORTATION INDUSTRY GENERAL PROVISIONS

Sections:

- 5.20.010 Definitions.
- 5.20.020 Bethel public safety and transportation commission.
- 5.20.030 Bethel public safety and transportation commission – Powers and duties.
- 5.20.040 Bethel public safety and transportation commission – Regulations.
- 5.20.050 Bethel public safety and transportation commission – Rates.
- 5.20.055 Bethel public safety and transportation commission – Complaints.
- 5.20.060 Hearing officer.
- 5.20.070 Powers and duties of transportation inspector.
- 5.20.080 Vehicle inspections.
- 5.20.085 Drug and alcohol testing.
- 5.20.090 Enforcement authority.
- 5.20.100 Hearings – Appeals.
- 5.20.110 Denial, suspension, or revocation of license or permit.
- 5.20.120 Penalties and remedies.
- 5.20.130 Renewal of license or permit.
- 5.20.140 Duty to maintain current application.
- 5.20.150 Submission, review and certification of applications.
- 5.20.160 Fees.

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

5.20.170 Safety belts, child safety restraints, and vehicle air bags.

5.20.010 Definitions.

When used in Chapters 5.20 through 5.50 BMC, unless the context requires otherwise:

- A. "Bus" means a regulated vehicle designated by its manufacturer as a bus used to transport passengers for hire and having a capacity of eight (8) or more passengers, except that any vehicle engaged exclusively in the transport by motor vehicle of students to and from school is not a "bus" for purposes of Chapters 5.20 through 5.50 BMC.
- B. "Chauffeur" means a person authorized by the transportation inspector through the issuance of a chauffeur's license to operate a vehicle regulated in accordance with Chapters 5.20 through 5.50 BMC.
- C. "Commission" means the Bethel public safety and transportation commission.
- D. "Dispatch service" means a business authorized pursuant to Chapter 5.50 BMC to engage in the dispatch of taxicabs or river taxis to persons desiring to hire them.
- E. "Interest" means any share in or right to a permit issued in accordance with Chapters 5.20 through 5.50 BMC.
- F. "Lease operator" means a person who has entered into an agreement with a taxicab permittee which allows that person to provide taxicab services pursuant to the permittee's authority under this code, only if such an arrangement is approved in advance by the transportation inspector, and only if such an arrangement is operated in accordance with conditions placed upon it by the transportation inspector.
- G. "Licensee" means a person authorized by the transportation inspector to operate a regulated vehicle while it is in service.
- H. "Limousine" means a regulated vehicle designated by its manufacturer as a limousine used to transport passengers for hire with a chauffeur over unfixed or undefined routes at rates greater than those charged for taxicabs and buses. Curbside and flag stop service are prohibited for limousine chauffeurs; all service must be prearranged.
- I. "Operate" means to drive, pick up, transport or discharge passengers.
- J. "Permit" means a written authorization issued by the transportation inspector allowing the operation of a vehicle regulated in accordance with Chapters 5.20 through 5.50 BMC. A permit to operate may be separate from

Introduced by: Council Member Springer
Date: July 28, 2015
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Action:
Vote:

ownership or lease of the vehicle or service operated. A permit to operate does not include a chauffeur's license. Such a permit is separate and distinct from a chauffeur's license.

- K. "Permittee" means a person authorized by the transportation inspector to put a regulated vehicle in service.
- L. "Rate" means every rate, toll, fare, rental charge or other form of compensation demanded, charged or collected by a permittee or chauffeur for its services.
- M. "Regulated vehicle" means any vehicle regulated by Chapters 5.20 through 5.50 BMC.
- N. "River taxi" means any motor vehicle used to transport passengers for hire on a river which operates within the city limits of the city of Bethel.
- O. "Taxicab" means a chauffeured motor vehicle used to transport passengers for hire having a manufacturer's rated seating capacity of nine (9) or fewer persons, which capacity includes the driver and which is not operated over fixed or defined routes.
- P. "Transfer" (with respect to an interest in a permit issued under Chapters 5.20 through 5.50 BMC) means to sell, lease, convey, give, exchange, or otherwise transfer an interest in a permit issued in accordance with Chapters 5.20 through 5.50 BMC to another person or entity, including but not limited to a transfer of interest through power of attorney.
- Q. "Transportation inspector" means the Bethel chief of police or his or her designee.

5.20.020 Bethel public safety and transportation commission.

The Bethel public safety and transportation commission is established in accordance with Chapter 2.25 BMC.

5.20.030 Bethel public safety and transportation commission – Powers and Duties.

- A. In addition to the powers and duties enumerated in BMC 2.25.020, the commission shall have the powers and duties further enumerated in this section.
- B. The commission shall regulate all regulated vehicles, chauffeurs, and dispatch services in accordance with Chapters 5.20 through 5.50 BMC except for any regulated vehicles which the commission determines are subject to regulation in accordance with a taxicab regulation program established by Alaska or federal

Introduced by: Council Member Springer
Date: July 28, 2015
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Action:
Vote:

law. No motorized vehicle may be offered for hire to transport passengers in Bethel without being a regulated vehicle. The purpose of the provisions set forth in Chapters 5.20 through 5.50 BMC or regulations adopted by the commission shall be to protect the public's interest with respect to the price and quality of service provided by regulated vehicles.

- C. The commission shall hold at least two (2) public hearings annually 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.
- D. The commission or its designee may administer oaths, certify to all official acts, and issue subpoenas and other process to compel the attendance of witnesses and the production of testimony, records, papers, accounts and documents in an inquiry, investigation, hearing or proceeding before the commission. The commission may petition a court of this state to enforce its subpoenas or other process.

5.20.040 Bethel public safety and transportation commission – Regulations.

The commission may promulgate regulations setting rates and/or other charges for service and minimum standards for service as well as any other regulations necessary to carrying out the provisions of Chapters 5.20 through 5.50 BMC. Such regulations shall be approved or rejected by the city council at or before the third (3rd) city council meeting following adoption of the regulations by the commission. If such regulations are not considered by the city council by the third (3rd) city council meeting following their adoption by the commission, they shall be deemed approved by the city council.

5.20.050 Bethel public safety and transportation commission – Rates.

- A. The commission:
 - 1. Shall establish maximum rates to be charged for taxicab and river taxi service and may establish minimum rates for such services;
 - 2. May establish dispatch service, limousine, or bus minimum and/or maximum rates;
 - 3. May establish maximum lease rates between permittees and lease operators of taxicabs, including daily lease rates for taxicab chauffeurs.
- B. All rates established by the commission shall be nondiscriminatory, just and reasonable.

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

- C. A statement of actual taxicab rates charged by a taxicab, other than flat or group rates established by contractual agreement between dispatch service companies and individuals or other businesses, shall be conspicuously posted on the interior and exterior of every taxicab in a manner prescribed by the transportation inspector.
- D. No person may require payment of rates other than those established by the commission pursuant to this section.
- E. No person may require payment of dispatch service rates other than those established by the commission pursuant to this section.

5.20.055 Bethel public safety and transportation commission – Complaints.

The commission, through the transportation inspector, shall:

- A. Establish a system for processing and adjudicating citizen complaints against chauffeurs of regulated vehicles or against the condition of a regulated vehicle and further establish a system to keep records of all such complaints. The record shall identify the chauffeur, permit number, and permittee of the vehicle involved in the complaint, as well as the name, address, and/or telephone number of the complainants if available. A complainant's identification may be held confidential by the commission upon request of the complainant(s). Absent additional evidence, an anonymous complaint does not constitute a sufficient basis for issuance of a civil or criminal citation or penalty.
- B. Require dispatch companies to establish a record of all complaints registered against chauffeurs of regulated vehicles, or against the condition of a regulated vehicle. The record shall identify the chauffeur, permit number and permittee of the vehicle involved in the complaint, as well as the name, address, and/or telephone number of the complainants if available. A complainant's identification may be withheld from the complaint log by the dispatch company and instead transmitted confidentially to the transportation inspector upon request of the complainant. Absent additional evidence, an anonymous complaint does not constitute a sufficient basis for issuance of a civil or criminal citation or penalty. The dispatch companies shall, on a monthly basis, provide the transportation inspector with a complete copy of logged complaints.
- C. Require that within all regulated vehicles a commission-approved notice of the telephone numbers required for the filing of complaints with the commission and the number of the vehicle utilizing the permit shall be prominently displayed in a manner, size, and location designated by the transportation inspector.

Introduced by: Council Member Springer
Date: July 28, 2015
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Action:
Vote:

- D. Provide permittees with a monthly summary of all logged complaints, civil or criminal citations, and convictions entered against chauffeurs or vehicles operating under the permittee's permit.
- E. Utilize citation and conviction findings in the annual review process to determine whether the renewal of an individual permittee's permit to operate remains in the continued public interest and welfare.
- F. Provide current information in response to any public request, as to the number of citations issued or convictions entered against a chauffeur or permittee within the preceding twelve (12) months.

5.20.060 Hearing officer.

- A. Except as provided in subsection B of this section, in all appeals to it in accordance with BMC 5.20.100, the commission shall provide for a hearing officer to conduct the hearings, to make rulings regarding the admission of evidence and procedure, and to prepare a proposed decision, with findings of facts and conclusions of law. The commission may adopt the hearing officer's decision or decide the matter itself based upon the record created before the hearing officer. The record shall include tapes or transcripts of the hearing before the hearing officer. The hearing officer who presided at the hearing shall be present during the consideration of the case by the commission to assist and advise the commission.
- B. If, in the case of an emergency or an expedited matter, there is not enough time to appoint a hearing officer to hear appeals in accordance with subsection A of this section, the commission may conduct a hearing without providing for a hearing officer. The commission is solely responsible for determining whether or not there is sufficient time to appoint a hearing officer. All other provisions of this section apply to the conduct of a hearing held without a hearing officer.
- C. Hearings shall be conducted under this section in accordance with AS 44.62.430 through 44.62.540 (state administrative procedures for the conduct of administrative hearings by hearing officers).
- D. A hearing officer may be appointed to conduct appeals without complying with BMC 4.20.170.

5.20.070 Powers and duties of transportation inspector.

In addition to the other duties and powers granted by Chapters 5.20 through 5.50 BMC, the transportation inspector shall:

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- A. Keep records relating to permittees, regulated vehicles, chauffeurs, and dispatch services regulated under Chapters 5.20 through 5.50 BMC;
- B. Investigate, inspect and examine vehicles, drivers, records and any and all other things related to the operation of regulated vehicles to assure that the provisions of Chapters 5.20 through 5.50 BMC are enforced and obeyed;
- C. Receive and process all applications for permits and licenses;
- D. Require a regulated vehicle to be taken out of service for an inspection when the transportation inspector reasonably believes that it poses a threat to the safety or health of persons or property. The transportation inspector may order the owner of the regulated vehicle to obtain and pay for an inspection report from a designated inspection station. The transportation inspector may keep a vehicle out of service for a reasonable time in order to perform the inspection;
- E. Assess a fine against a designated inspection station or the regulated vehicle operator or both, upon submission of an inspection report under BMC 5.20.080 that contains false or misleading information, including any material omission. The fine shall not exceed three hundred dollars (\$300) for each violator for each false or misleading inspection report. This fine shall be in addition to any other remedy or penalty provided by this code, such as denial, revocation, or suspension of a license or permit. Any appeal of the fine shall be in accordance with BMC 5.20.100; and
- F. Perform those administrative duties of the commission which are delegated to him or her by the commission.

5.20.080 Vehicle inspections.

- A. All regulated vehicles shall be inspected by a designated inspection station and the approved inspection form presented to the transportation inspector before a permit will be issued. At least twice a year thereafter, all regulated vehicles shall be inspected. No regulated vehicle may be operated until it has been inspected and found to be in compliance with Chapters 5.20 through 5.50 BMC and any other applicable law. The transportation inspector may also inspect a regulated vehicle at any time to determine if the vehicle is in compliance with all provisions of Chapters 5.20 through 5.50 BMC, and keep the vehicle out of service for a reasonable time in order to perform the inspection.
- B. When a regulated vehicle has been operating under any permit for two (2) years or has accumulated a total of two hundred thousand (200,000) miles, whichever occurs first (1st), the transportation inspector may increase the required annual

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inspection frequency to four (4) inspections annually, after reasonable notice to the permittee.

C. No person may operate a vehicle as a regulated vehicle unless such vehicle is in a safe, clean condition and in compliance with all applicable laws. If the transportation inspector determines that a regulated vehicle is mechanically unsound, unclean or otherwise out of compliance with all applicable laws, the permittee shall take the vehicle out of service immediately upon notification from the transportation inspector.

D. Mechanical Equipment Standards.

1. The steering mechanism shall be in good working order and wheel play shall not exceed two (2) inches;
2. All door hinges and latches shall be in good mechanical working order so that doors open easily and close securely. All door locks shall function as designed;
3. All windows shall be fully operable and composed of approved safety glass. The windshield shall have no chips or stars larger than a twenty-five cent piece (\$0.25) and shall not be cracked above four (4) inches from the bottom or below four (4) inches from the top of the windshield. No cracks in a vertical position are permitted on either side of the windshield. At no time shall a driver's vision be obstructed by damage to the windshield, side windows or rear window. Interior and exterior mirrors shall be firmly attached to the vehicle;
4. All brakes shall be in good mechanical working order. When pressed, the brake pedal shall not be less than one and three-fourths (1 3/4) inches from the floorboard. Brake linings shall not be less than one thirty-second (1/32) of an inch at any point. Brake drums shall not exceed forty-one thousandths (40/1,000) of an inch in excess of factory specifications;
5. The exhaust system, gaskets, tailpipes and mufflers shall be in good condition. Exhaust fumes shall not permeate into the interior of the vehicle;
6. The vehicle shall be equipped with four (4) tires, each of which shall have tread depth measurements at approximately every one hundred twenty (120) degrees of its circumference of not less than two thirty-seconds (2/32) of an inch. There shall be no sidewall damage to the tires;
7. The speedometer shall be properly installed and maintained in good working order and exposed to view;

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8. The interior of the vehicle shall be maintained in a clean and sanitary condition, and be free from torn upholstery and from damaged or broken seats;
 9. All exterior and interior lights and turn signals shall be in good mechanical order. Headlights shall be properly aligned for both high and low beam use;
 10. The horn and two (2) windshield wipers shall be in good mechanical working order;
 11. All wire connections shall be permanent and located out of the way of the driver and passengers;
 12. The vehicle shall be structurally sound and not have cracked or dented fenders and shall be painted so as to provide reasonable protection against structural deterioration. Body and sheet metal should have all the manufactured parts securely mounted with no dangerous protuberances;
 13. Defrosting and heating systems shall be operational;
 14. There shall be no measurable leakage of fluids or oil from any part of the vehicle;
 15. The vehicle shall be equipped with a readily accessible fire extinguisher with a gauge that clearly indicates that the unit is fully charged, mounted and readily accessible within the driver's immediate reach in the vehicle;
 16. The vehicle shall be equipped with accessible and operable seat belts for all seats;
 17. The vehicle shall comply with the provisions of AS 28.05.095 regarding child safety restraints and seat belts;
 18. The vehicle's odometer shall be kept in good working order.
- E. All regulated vehicles shall be subject at all times to an inspection by the transportation inspector, or a police officer who has reason to believe that the vehicle does not comply with all federal, state and local equipment laws or regulations.

5.20.085 Drug and alcohol testing.

A. The commission shall:

1. Establish a commission-approved drug and alcohol testing program for chauffeurs of regulated vehicles. The program may include chauffeur applicant

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drug screening tests, random tests, reasonable cause tests, post-accident tests, and post-citation tests. The testing program shall be administered by the transportation inspector;

2. Provide for the immediate denial or revocation of the chauffeur's license by the transportation inspector of any such chauffeur failing or failing to submit to a chauffeur application drug screening test, a random drug or alcohol test, a reasonable cause drug or alcohol test, a post-accident drug or alcohol test, or a post-citation drug or alcohol test, for a period of not less than six (6) months for a first (1st) offense. In the case of a revocation under this section, the revocation may continue beyond six (6) months until such time as the chauffeur shall submit evidence of successful completion of a drug or alcohol abuse treatment program;
 3. Provide for the immediate revocation by the transportation inspector of the chauffeur's license of any chauffeur failing or failing to submit to such a random, reasonable cause, post-accident, or post-citation test, for a period of not less than two (2) years for a second (2nd) or subsequent offense.
- B. Within ninety (90) days of the enactment of the ordinance codified in this chapter, a design, cost structure, and fee determination for the drug and alcohol testing program shall be developed by the commission and submitted to the city council for approval subject to the following conditions:
1. Direct operational costs for the random, post-accident, post-citation, and reasonable cause drug and alcohol testing program shall be borne by permittees. Direct operational costs for the chauffeur application drug screening test shall be borne by licensees.

5.20.090 Enforcement authority.

The transportation inspector shall have all powers required to enforce the provisions of Chapters 5.20 through 5.50 BMC.

5.20.100 Hearings – Appeals.

- A. If the transportation inspector determines that an application for a license or permit does not meet the requirements of Chapters 5.20 through 5.50 BMC, the transportation inspector shall deny the application. The transportation inspector shall issue a written decision to the applicant which shall state the specific reasons for that denial within fifteen (15) days of the denial of the application.

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- B. A person aggrieved by the denial of an application under subsection A of this section, or revocation or suspension of a permit or license by the transportation inspector pursuant to Chapters 5.20 through 5.50 BMC may, within fifteen (15) days of receipt of the denial, suspension or revocation decision, and upon payment of the filing fee required by BMC 5.20.160, appeal that decision to the commission. After a hearing conducted pursuant to BMC 5.20.060, the commission shall uphold the decision of the transportation inspector, or authorize the conditional or unconditional issuance or reinstatement of a denied, suspended or revoked license or permit only upon an affirmative showing at a hearing by the appellant that the transportation inspector exceeded his or her authority under Chapters 5.20 through 5.50 BMC in denying, suspending, or revoking the license or permit.
- C. An appeal from any final decision of the commission made in accordance with this section shall be filed in the Superior Court, Fourth Judicial District, Bethel, Alaska, no later than thirty (30) days following service of that decision upon the affected licensee or permittee at the last known address. Review by the court shall be limited to determining whether the decision appealed is supported by substantial evidence.
- D. A permittee or licensee who has been issued a citation for a violation of a provision of Chapters 5.20 through 5.50 BMC, or subjected to a penalty, may contest that citation or penalty by filing a notice of appeal with the commission no later than fifteen (15) days after the day the citation or penalty has been issued. Such an appeal shall be considered by the commission in accordance with the procedures established in BMC 5.20.060 and subsection B of this section.

5.20.110 Denial, suspension, or revocation of license or permit.

- A. The transportation inspector shall have the power to suspend or revoke a chauffeur's license.
 - 1. The transportation inspector shall immediately suspend or revoke a chauffeur's license if a chauffeur is convicted by a court of competent jurisdiction of an offense set forth in BMC 5.40.030;
 - 2. The transportation inspector shall suspend or revoke a chauffeur's license upon receipt of evidence sufficient to cause the transportation inspector to conclude that it is more likely than not that a chauffeur is incapable of controlling a motor vehicle safely;

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

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

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

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

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

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

4. The transportation inspector may immediately revoke a permit under this subsection if the transportation inspector determines that continued operation of the permit will result in substantial risk to the public health or welfare. If the transportation inspector revokes a permit based upon such determination, the

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revocation action shall expire in ten (10) days, unless within this time the commission holds a hearing and determines that a continued emergency revocation is warranted until such time as the commission makes a decision on an appeal to the revocation, should such an appeal be filed by the permittee.

- C. The commission may suspend or revoke a dispatch service permit upon a finding after a hearing that:
1. Such dispatch service has not commenced operation within ninety (90) days after issuance of the permit;
 2. Such dispatch service has failed to provide dispatch services for a period of ninety (90) consecutive days; provided, that such failure to operate is not caused by strike, public catastrophe or other act beyond the control of the dispatch service other than insolvency; or
 3. Such dispatch service does not have a valid radio station license issued by the Federal Communications Commission ("FCC") or such dispatch service is not in compliance with any terms and conditions imposed on it by the FCC.
- D. Violation of any of the terms and conditions of a suspension or revocation imposed by this section is a separate violation.
- E. Upon suspension or revocation of a chauffeur's state driver's license, his or her chauffeur's license shall simultaneously and automatically become void. A chauffeur shall surrender his or her chauffeur's license to the transportation inspector and cease operating a regulated vehicle immediately upon suspension or revocation of the chauffeur's state driver's license. Such a chauffeur shall not thereafter operate a vehicle for which a chauffeur's license is required unless he or she is first (1st) issued a new chauffeur's license in accordance with BMC 5.40.030.
- F. A permittee or licensee must surrender his or her permit or license to the transportation inspector immediately upon suspension or revocation.
- G. A permittee or licensee may appeal a suspension or revocation by the transportation inspector to the commission in accordance with BMC 5.20.100. A permittee or licensee may appeal a suspension or revocation by the commission to the Superior Court in accordance with BMC 5.20.100.
- H. Unless provided otherwise in Chapters 5.20 through 5.50 BMC, a permit or license that is revoked shall become void and revert to the commission.

5.20.120 Penalties and remedies.

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- A. A person who violates a provision of Chapters 5.20 through 5.50 BMC or a regulation promulgated thereunder is guilty of an infraction and may be issued a citation. The penalty for these infractions is:
1. One hundred fifty dollars (\$150) for the first (1st) violation;
 2. Two hundred dollars (\$200) for the second (2nd) violation;
 3. Two hundred fifty dollars (\$250) for the third (3rd) violation;
 4. Three hundred dollars (\$300) for the fourth (4th) and each subsequent violation.
- B. Each day during which a violation described in this section occurs shall constitute a separate offense.
- C. In accordance with AS 29.25.070(a), citations for these offenses may be disposed of as provided in AS 12.25.195 through 12.25.230 without a court appearance upon payment of the fine amounts plus the state surcharge required by AS 12.55.039 and 29.25.074. If a person charged with one (1) of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed above.
- D. In addition to the penalties provided for in subsection A of this section, a person who violates a provision of Chapters 5.20 through 5.50 BMC or any regulation promulgated thereunder may also be subject to the following:
1. Second (2nd) violation: suspension of the violator's license or permit for fifteen (15) days or less;
 2. Third (3rd) violation: suspension of the violator's license or permit for no more than thirty (30) days or no less than fifteen (15) days;
 3. Fourth (4th) or subsequent violation: revocation of license or permit.
- E. The city may seek injunctive relief to enforce compliance with this chapter.
- F. A violation of BMC 5.40.070 is an exception to this section. Violations of BMC 5.40.070 shall be those provided under that section.

5.20.130 Renewal of license or permit.

- A. A permit or license issued in accordance with Chapters 5.20 through 5.50 BMC shall be valid for two (2) calendar years and shall expire automatically on the date of original issue.

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- B. An application to renew a permit or license shall be made to the transportation inspector, at the time set for submitting the application, and shall be treated in the same manner as an original application. A decision to grant a license or permit in two (2) years does not preclude the transportation inspector from denying a license or permit upon application for renewal.
- C. If a permittee or licensee is not qualified to hold his or her permit or license at the time of renewal, the transportation inspector shall not renew the permit or license and it shall become void and revert to the commission.
- D. Any person whose application for an original license or permit or for a renewal of license or permit has been denied and any person whose license or permit has been revoked may not apply for a new license or permit for one (1) year from the initial date of the denial or revocation unless the revocation is due to a violation of BMC 5.40.070 Alcoholic beverage and controlled substances of which requires a permanent revocation. New taxicab permits shall only be issued in accordance with the provisions of BMC 5.30.050.

5.20.140 Duty to maintain current application.

- A. A permittee or licensee is under a continuing obligation to keep the information on his or her application current. Failure to do so shall be a violation of Chapters 5.20 through 5.50 BMC. A permittee or licensee shall give written notice to the transportation inspector of any change to be made on his or her application within ten (10) days, and the transportation inspector shall amend the application accordingly. Failure to comply with this subsection is grounds for denial, suspension or revocation of a permit or license.
- B. No person may knowingly make a false or misleading statement on his or her application for a permit or license under Chapters 5.20 through 5.50 BMC. Failure to comply with this subsection is grounds for denial, suspension or revocation of a permit or license and constitutes a violation of Chapters 5.20 through 5.50 BMC.

5.20.150 Submission, review and certification of applications.

- A. An application for an original or renewal permit or license required by Chapters 5.20 through 5.50 BMC shall be submitted to the transportation inspector.
- B. The transportation inspector shall review the application to assure it complies with the requirements of Chapters 5.20 through 5.50 BMC.

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- C. The transportation inspector shall transmit applications meeting the requirements stated in subsection B of this section to the city manager to determine whether the applicant owes any taxes, fees, assessments, or other payments to the city, and whether the applicant has a current city business license.
- D. If the applicant has no outstanding obligations and has a business license, the city manager or his or her designee shall certify the application, and return it to the transportation inspector. The transportation inspector shall not issue or renew an application for a permit or license unless the city manager or his or her designee certifies the application in accordance with this section.

5.20.160 Fees.

The following fees shall be payable to the city:

- A. One hundred eighty-five dollars (\$185) monthly shall be paid to the transportation inspector for the issuance or renewal of a bus, limousine, river taxi, dispatch service, or taxicab permit no later than the tenth (10th) of each month.
- B. Two hundred fifty dollars (\$250) shall be paid to the transportation inspector for the initial issuances and each two- (2-) year renewal of a chauffeur's license no more than three (3) months prior to expiration date, not after one (1) month prior to expiration date.
- C. Two hundred fifty dollars (\$250) shall be paid to the transportation inspector for the initial issuances and each two- (2-) year renewal of a vehicle permit no more than three (3) months prior to expiration date, not after one (1) month prior to expiration date.
- D. One hundred dollars (\$100) shall be paid to the city finance department for each appeal from a decision of the transportation inspector to the commission under Chapters 5.20 through 5.50 BMC. Such fee shall be refunded if the decision is subsequently reversed. The ex officio member of the public safety and transportation commission must notify all commission members when an appeal is filed. The fee shall be forfeited if the party making the appeal fails to show for the appeal hearing.
- E. Eighty-five dollars (\$85) shall be paid to the transportation inspector each time that a taxicab permittee applies to substitute a vehicle that operates under a permit.

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- F. One hundred twenty-five dollars (\$125) shall be paid to the transportation inspector for an application to transfer an interest in a taxicab permit or a dispatch service permit in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- G. There shall be a one hundred dollar (\$100) surcharge for late payment of fees provided for in subsections A, B, and C of this section.
- H. Twenty-five dollars (\$25) shall be paid to the transportation inspector for administration of the examination required in BMC 5.40.020(C), except that this payment shall not be required the first (1st) time that an applicant for a chauffeur's license takes the examination.
- I. Fifteen dollars (\$15) shall be charged for chauffeur and vehicle renewal applications which are mailed in.
- J. Thirty-five dollars (\$35) shall be charged for chauffeur drug testing.

5.20.170 Safety belts, child safety restraints, and vehicle air bags.

Every regulated vehicle shall comply with the provisions of AS 28.05.095 regarding safety belts and child safety restraints. Additionally, no operator of a regulated vehicle shall allow a child under twelve (12) years of age to ride in the front seat of the vehicle if it has a passenger air bag.

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

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

Richard Robb, Mayor

ATTEST

Lori Strickler, City Clerk

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
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Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-21

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE, CHAPTER 5.30, TAXICAB, RIVER TAXI, LIMOUSINE AND BUS PERMITS, TO REQUIRE VIDEO CAMERA SURVEILLANCE SYSTEM AND GLOBAL POSITIONING SYSTEM CAPABILITIES

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 5.30 TAXICAB, RIVER TAXI, LIMOUSINE AND BUS PERMITS

Sections:

- 5.30.010 Taxicab permit required.
- 5.30.020 River taxi permit required.
- 5.30.030 Bus permit required.
- 5.30.035 Limousine permit required.
- 5.30.040 Application for permits.
- 5.30.050 Issuance of new nontransferable taxicab permits.
- 5.30.055 Taxicabs – Renewal of existing permits.
- 5.30.060 Taxicabs – Transfer of existing permit.
- 5.30.065 Posting of taxicab permit.
- 5.30.070 Taxicabs – Number of vehicles operated per permit.
- 5.30.080 Taxicabs – Subscription to dispatch service.
- 5.30.090 Taxicabs – Vehicle markings.
- 5.30.100 Required equipment.
- 5.30.120 Insurance required.
- 5.30.130 Posting of insurance notice.
- 5.30.140 Records.

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- 5.30.160 Single use of vehicle.
- 5.30.170 Vehicle horn honking.
- 5.30.180 Safety equipment tampering prohibited.

5.30.010 Taxicab permit required.

- A. No person may provide taxicab service in the city unless that person:
 - 1. Is a permittee in possession of a valid taxicab permit issued to him or her, and is in compliance with Chapters 5.20 through 5.50 BMC; or
 - 2. Has entered into an agreement with a permittee as a lease operator which allows that person to provide taxicab services pursuant to the permittees authority only for as long as the permittee is lawfully in possession of the permit and complies with all terms and conditions of issuance of the permit, and only if such an arrangement is approved in advance by the transportation inspector. In order to obtain such approval from the transportation inspector, the transportation inspector must approve the language of a written lease agreement and determine that the lease operator meets all requirements imposed on chauffeurs and taxicab permittees by Chapters 5.20 through 5.50 BMC. A decision of the transportation inspector denying a lease operator arrangement can be appealed to the commission in accordance with BMC 5.20.100.
- B. No permittee shall allow another person to provide taxicab service under the authority of his or her permit except as allowed in subsection A of this section. Violation of this section is grounds for immediate revocation of a taxicab permit.
- C. No person may operate or dispatch a vehicle as a taxicab unless that vehicle is described on a taxicab permit as provided in subsection A of this section. Violation of this section is grounds for immediate revocation of a license or permit.
- D. No person may provide taxicab service pursuant to a taxicab permit except in accordance with Chapters 5.20 through 5.50 BMC. Violation of this section is grounds for immediate revocation of a permit.
- E. The permittee shall utilize as chauffeurs only currently licensed chauffeurs who have satisfactorily completed a commission-approved driver training and testing program and who are otherwise in compliance with all of the requirements of Chapters 5.20 through 5.50 BMC.

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5.30.020 River taxi permit required.

- A. No person may provide river taxi service within the city without a river taxi permit. A river taxi permit, or any interest in a river taxi permit issued pursuant to this section, shall not be transferable through sale, lease, rental, power of attorney, or any other manner of conveyance, and shall become void and revert to the commission if it is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- B. A person may apply for an original or renewal river taxi permit by complying with the requirements of BMC 5.30.040. If the applicant is in compliance with all of the terms and conditions of Chapters 5.20 through 5.50 BMC that apply to river taxis, he or she shall be issued a permit.

5.30.030 Bus permit required.

- A. A person may provide bus service within the city with a bus permit. A permit, or any interest in a permit issued pursuant to this section, shall not be transferable through sale, lease, rental, power of attorney, or any other manner of conveyance, and shall become void and revert to the commission if it is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- B. A person may apply for an original or renewal bus permit by complying with the requirements of BMC 5.30.040. If the applicant is in compliance with all of the terms and conditions of Chapters 5.20 through 5.50 BMC that apply to buses, he or she shall be issued a permit.
- C. A bus must operate on a defined route. The route must be submitted to the transportation inspector. Any changes in the route must be submitted to the transportation inspector. Bus operators may deviate from the defined route up to three-fourths (3/4) of a mile to accommodate handicapped passengers.

5.30.035 Limousine permit required.

- A. A person may provide limousine service in the city if that person:
 - 1. Is a permittee in possession of a valid limousine permit issued to him or her, and is in compliance with Chapters 5.20 through 5.50 BMC;
 - 2. Operates a limousine;

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3. Utilizes currently licensed chauffeurs who have satisfactorily completed a commission-approved driver training and testing program and who are otherwise in compliance with all of the requirements of Chapters 5.20 through 5.50 BMC.
- B. A limousine will provide service by reservation or prearranged call for service. It is unlawful for a limousine chauffeur to provide flag stop service to passengers by curbside hail or the use of fixed routes.
- C. The current rates to be charged by a limousine permittee shall be provided to the transportation inspector in the form of a rate sheet. The permittee is responsible for providing the inspector with a new rate sheet as prices change. The prices on the rate sheet must be greater than the maximum rates allowed for the provision of a similar ride by taxicab.

The following rates are established as minimum rates for limousine operators:

One-half (1/2) hour or less arranged ride: fifty dollars (\$50.00);

One (1) hour arranged ride: eighty dollars (\$80.00).

5.30.040 Application for permits.

- A. An application for an original or renewal taxicab, bus, limousine or river taxi permit shall be made to the transportation inspector.
- B. An application for a permit shall be submitted on a form approved by the transportation inspector and shall be accompanied by:
 1. The fee specified in BMC 5.20.160;
 2. Proof of insurance for the vehicle as required by Chapters 5.20 through 5.50 BMC;
 3. Proof that the applicant is at least eighteen (18) years of age; and
 4. Proof that the applicant is in compliance with the drug and alcohol testing requirements of BMC 5.20.085.
- C. An applicant shall not be granted an original or renewal permit unless the applicant meets the requirements imposed on chauffeurs in BMC 5.40.030.

Introduced by: Council Member Springer
Date: July 28, 2015
Public Hearing: December 8, 2015
Action:
Vote:

D. If the commission determines that the public convenience and necessity requires issuance of additional taxicab permits in accordance with BMC 5.30.050, the following persons may apply for such a permit:

1. Currently active chauffeurs licensed under Chapters 5.20 through 5.50 BMC with no fewer than two (2) years of continuous experience as a taxicab chauffeur in good standing in Bethel;
2. Applicants who have not had a felony or misdemeanor conviction entered by a court of competent jurisdiction within five (5) years of the date of application for:
 - a) Assignment, prostitution, solicitation for the purpose of prostitution, offering to secure another for the purpose of prostitution, maintaining vehicle for the purpose of prostitution or accepting money from a prostitute; or
 - b) Sale, transportation, possession or use of any controlled substance as defined by AS 11.71 or a similar law of another jurisdiction, or engaging in an act prohibited under AS 04.11, 04.16 or 04.17.

E. If the commission decides to issue an additional permit or permits in accordance with this chapter, a taxicab permit may be issued by the commission only if the applicant complies with subsections B through D of this section, and is certified as required by BMC 5.20.150.

F. Each representation made in an application for an original or renewal permit shall be correct. Any false or misleading statement or misrepresentation as to a material matter in an application shall be grounds for denial of the application for a permit or revocation of a permit.

5.30.050 Issuance of new nontransferable taxicab permits.

A. The total number of outstanding taxicab permits shall be determined by the public convenience and necessity. Any person or any member of the commission may initiate commission inquiry into the public convenience and necessity for issuance of additional permits. Hearings regarding public convenience and necessity shall be held to determine if the public convenience and necessity warrants issuance of one (1) or more additional nontransferable permits. The commission shall hold an inquiry into the public convenience and necessity at least once in a twenty-four (24-) month period.

Introduced by: Council Member Springer
Date: July 28, 2015
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- B. At the hearing conducted pursuant to subsection A of this section, the commission may consider, among other things, evidence of:
1. The public demand for additional taxi service;
 2. The unfulfilled requests for service;
 3. The reasonableness of waiting time for service; and
 4. The economic impact of additional permits on the viability of the existing taxicab industry.
- C. If the commission finds that it is more likely than not, based on the evidence presented at hearing, that the public convenience and necessity would be best served by the issuance of one (1) or more new taxicab permits, such permit or permits shall be issued in the manner provided in subsection D of this section.
- D. No later than ninety (90) days after the commission determines that a new taxicab permit should be issued, the transportation inspector shall conduct a public auction as follows:
1. The auction shall be conducted by sealed bid, and the permit shall be issued to the highest qualified bidder;
 2. To be responsive, a bid must equal or exceed the taxicab permit issuance fees provided for in BMC 5.20.160;
 3. The term "qualified bidder" means a person who meets the requirements of BMC 5.30.040, and tenders the successful full bid price in cash within five (5) days after notice that he or she is the highest bidder;
 4. If the highest bidder is not a qualified bidder, the permit shall be issued to the next highest bidder who is also a qualified bidder. If none of the bidders are also qualified bidders, the transportation inspector shall again offer the permit at auction as provided by this section within one hundred eighty (180) days after the previous auction.
- E. No person may apply for a hearing pursuant to subsection A of this section within one hundred twenty (120) days after one (1) or more new permits authorized for issuance pursuant to this section have been actually issued. The commission may consolidate multiple hearing requests if it deems it appropriate to do so.

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- F. A permit, or any interest in a permit, issued pursuant to this section shall not be transferable through sale, lease, rental, power of attorney, or any other manner of conveyance, and shall become void and revert to the commission if the permit is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- G. Permittees issued nontransferable permits in accordance with this section are subject to all revocation, suspension, and penalty provisions of Chapters 5.20 through 5.50 BMC, as well as all other requirements of Chapters 5.20 through 5.50 BMC.

5.30.055 Taxicabs – Renewal of existing permits.

An application for renewal of an existing taxicab permit made in accordance with BMC 5.30.040 shall be renewed only if the applicant is in compliance with all of the requirements of Chapters 5.20 through 5.50 BMC that apply to taxicabs and taxicab permittees. A permit that is not renewed shall become void and revert to the commission.

5.30.060 Taxicabs – Transfer of existing permit.

- A. A person may transfer an interest (whether financial or proprietary in nature, a security interest, or some other form of interest) in a taxicab permit originally issued prior to December 31, 2000, or any interest in the corporation, joint venture, association, partnership, or other group or entity which owns an interest in a taxicab permit originally issued prior to December 31, 2000, only if the person obtains the prior approval of the transportation inspector.
- B. An application for transfer of a taxicab permit in accordance with subsection A of this section shall be made to the transportation inspector on forms approved by the transportation inspector and shall be accompanied by the proposed contract for sale or other interest transfer which states the specific consideration to be paid by the transferee, as well as all other material conditions of the sale or other transfer of interest. The application for transfer shall also identify all parties who have or are proposed to have a financial, proprietary, security or other interest in the permit. The application may request other information necessary to determine if the transfer is in the best interests of the public, including but not limited to evidence of the financial ability to meet the consideration requirements of the contract for sale or other interest transfer. If the transferee meets the

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requirements of this section and all other requirements for obtaining a taxicab permit contained in Chapters 5.20 through 5.50 BMC, and the transportation inspector approves the language of the contract for sale or other interest transfer, the transportation inspector may approve the transfer.

- C. A decision of the transportation inspector with respect to transfer of an interest under this section may be appealed to the commission in accordance with BMC 5.20.100.
- D. If transfer of a permit is not approved in accordance with this section and the permittee no longer wishes to operate under the permit or the permittee is no longer in compliance with the provisions of Chapters 5.20 through 5.50 BMC, the permit shall become void and revert to the commission.
- E. New permits issued in accordance with BMC 5.30.050 shall not be transferable, and shall become void and revert to the commission if the permit is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.

5.30.065 Posting of taxicab permit.

The permit for each taxicab, river taxi, limousine or bus shall be posted in the interior of the taxicab, river taxi, limousine or bus in the manner designated by the transportation inspector. No person may operate a taxicab, river taxi, limousine or bus unless the permit is so posted.

5.30.070 Taxicabs – Number of vehicles operated per permit.

- A. Except as otherwise provided in this section, only one (1) vehicle, which shall be designated on the taxicab permit application, may be operated pursuant to that permit.
- B. Upon application to the transportation inspector, payment of the appropriate fee, and a demonstration of need, the transportation inspector may authorize operation of a substitute vehicle for a period of time not to exceed thirty (30) consecutive days. The transportation inspector shall be notified prior to substitution of the date, time, and substitution vehicle being placed in service, the permit number utilizing the substitute vehicle, the reason for the use of the substitute vehicle and the signature of the person authorizing the use of the substitute vehicle. If substitution is authorized, the transportation inspector shall subsequently be immediately notified of the date and time the substitute vehicle is removed from service and the original permitted vehicle is placed back in

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service. The transportation inspector shall require an inspection of the original vehicle before it is returned into service. No person may operate a substitute vehicle under this section unless the substitution has been authorized by the transportation inspector in accordance with this section, and a copy of the authorization is carried in the substitute vehicle at all times.

- C. If the use of the substitute vehicle was occasioned by a mechanical problem or vehicle accident affecting the safe operation of the original vehicle, the transportation inspector may allow a permanent vehicle transfer.
- D. The transportation inspector may permit a permanent vehicle transfer not more than four (4) times before the expiration of the original permit for reasons other than mechanical problems.

5.30.080 Taxicabs – Subscription to dispatch service.

Every taxicab permittee shall subscribe to a dispatch service permitted pursuant to Chapter 5.50 BMC for the taxicab operated under his or her permit. No taxicab may be dispatched by more than one (1) dispatch service. Failure to comply with this section shall be grounds for immediate revocation of a permit or license.

5.30.090 Taxicabs – Vehicle markings.

- A. Every taxicab shall display the trade name under which it operates and the vehicle number assigned to it by the transportation inspector in the area between the back bumper and the top of the trunk of the taxicab on the rear end of the taxicab with permanent contrasting letters and numbers no less than four (4) inches high.
- B. Every taxicab shall bear its vehicle number, as assigned to it by the transportation inspector, on all sides of the taxicab with permanent letters no less than four (4) inches high. Every taxicab shall display its vehicle number assigned by the transportation inspector on the front fender adjacent to the front door jam on both the driver and passenger side of the vehicle in numbers no less than four (4) inches high. The number shall be placed in the middle of the fender, but in no event less than two (2) inches above the bottom of the fender, or more than four (4) inches below the top of the fender.
- C. The transportation inspector will provide every taxicab permit holder with reflective decals bearing the assigned vehicle number required to meet the

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requirements of this section. Taxicab permit holders shall display trade names on vehicles with reflective decals that meet the requirements of this section.

- D. Except as otherwise provided by law, no taxicab may be used or sold for any purpose other than for use as a taxicab until all signs, insignia, license plates, lights or other markings have been removed or an "out of service" sign is posted on the taxicab in the form and manner designated by the transportation inspector.

5.30.100 Required equipment.

In addition to the mechanical equipment required in BMC 5.20.080(D), every taxicab shall have the following equipment:

- A. Every taxicab shall be equipped with an operable two-way radio that receives and transmits a signal only on the frequency used by that taxicab's dispatch service. At no time may a taxicab be equipped with an apparatus capable of monitoring a frequency used by a dispatch service other than that used by that taxicab's dispatch service. The radio of each taxicab shall be identifiable through the dispatch company through which the taxicab is dispatched.
- B. Every taxicab shall be equipped at all times with an interior light of not less than two (2) candlepower arranged so as to illuminate the entire passenger compartment. The light shall be illuminated whenever passengers are being loaded or unloaded from the taxicab between one-half (1/2) hour after sunset of one (1) day and one-half (1/2) hour before sunrise the next day. No shades or blinds shall be drawn over any windows of the taxicab while occupied by a passenger.
- C. Every taxicab shall be equipped with a nonflashing light on the exterior of the roof of a type approved by the transportation inspector. The light shall be illuminated only when the taxicab is in service.
- D. All taxicabs, limousines and buses must have factory seat belts for the maximum number of passengers that may be transported in a particular vehicle.
- E. River taxis shall have the following:
 - 1. Four-wheel drive vehicle with at least twelve- (12-) inch clearance;
 - 2. VHF radio;

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3. Dual battery system;

4. All equipment listed in subsections A through C of this section in addition to the following: a come-a-long or winch and shovel; ground and air flares; carbon monoxide detector; first aid kit; safe alternate form of heat, i.e., candles, canned heat, etc., one (1) wool blanket, one (1) survival or space blanket for each potential passenger, spare tire, and tools required to change a tire, i.e., jack lug wrench, etc.;

5. A river taxi driver shall carry clothes appropriate for the weather conditions and the number of passengers for a particular trip, to include but not be limited to, winter hats, boots, gloves, pants and coats.

F. Every regulated vehicle shall be equipped at all times with a video camera surveillance system and have global positioning system capability. The surveillance and GPS systems shall be capable of recording and storing the data of at least 72 hours of in-service operations. The recorded data shall be stored on board the taxicab or transmitted for storage. The stored data for the immediately preceding 72 hours of recording shall not be altered or manipulated by any person, and shall be made available for review and inspection by the transportation inspector for purposes of enforcement of chapters 5.20, 5.30 and 5.40 or by a peace officer as defined in AS 1.10.060 upon request. For good cause, the Transportation Inspector may order retention of recorded data of specific dates, trips, or incidents for up to two years.

1. The video camera surveillance system shall have the capability to operate 24 hours a day, record video only, and be compatible with surveillance during both daytime and nighttime. The surveillance system shall either have continuous operation or be activated by the opening of a door, or some other self-initiating device which does not require the specific decision or action by the chauffeur to activate the surveillance system. The system shall be capable of producing high-quality pictures for law enforcement use. The system shall have cameras facing the front and rear and positioned in a manner that provides views of the regulated vehicle interior that are visible to passerby and does not violate privacy rights. A limousine shall not have video surveillance of the passenger area designed and intended to provide privacy from the chauffeur and public view, but may have a view into that area when a privacy partition or device is open.

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2. The global positioning system capability of any regulated vehicle shall either have continuous operation or be activated by a self-initiating device which does not require the specific decision or action by the chauffeur to activate the global positioning system. The global positioning system in taxicabs must be capable of alerting the monitoring station of emergencies. The dispatch company or a company within the municipality approved by the transportation inspector will be the monitoring station for a taxicab's global positioning system.

5.30.120 Insurance required.

- A. Before any permit is issued for any taxicab, river taxi, limousine or bus, the applicant shall furnish to the transportation inspector the insurance policies required by this section, issued by an insurance company that is authorized to do business within the state.
- B. The insurance required by this section for vehicles with a manufacturer's rated seating capacity of six (6) persons or less, or, if a mini-van, six (6) persons or less seating capacity after seat removal to accommodate baggage, shall provide coverage as follows:
 - 1. Combined single limit for all bodily injury or property damage arising from one (1) accident: three hundred thousand dollars (\$300,000); and
 - 2. For all persons injured or dead in any one (1) accident caused by an uninsured motorist: One hundred thousand dollars (\$100,000).
- C. The insurance required by this section for vehicles with a manufacturer's rated seating capacity of seven (7) persons or more, or if a mini-van, seven (7) persons or more seating capacity after seat removal to accommodate baggage, shall provide coverage as follows:
 - 1. Combined single limit for all bodily injury or property damage arising from one (1) accident: Seven hundred thousand dollars (\$700,000); and
 - 2. For all persons injured or dead in any one (1) accident caused by an uninsured motorist: One hundred thousand dollars (\$100,000).
- D. Every insurance policy or certificate shall contain a clause obligating the insurer or surety to give the transportation inspector written notice no less than thirty (30) days before the cancellation, expiration, nonrenewal, lapse, or other termination of such insurance, unless the specified policy is for a vehicle which

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will no longer be used as a taxicab. A lapse, cancellation, expiration, nonrenewal, or termination of insurance coverage shall work an automatic suspension of any permit for so long as the permittee is without insurance as required by this section, and it shall be a violation of this chapter to provide taxicab service with a vehicle not insured as required by this section. The insurance policy shall list the city as a certificate holder.

5.30.130 Posting of insurance notice.

Proof of insurance as required by Chapters 5.20 through 5.50 BMC shall be carried in the passenger compartment of all taxicabs at all times.

5.30.140 Records.

- A. Every taxicab, river taxi, and limousine permittee shall maintain a current and accurate daily list of the regulated vehicles operated pursuant to the permit. The daily list shall contain the following information:
1. The name, address, telephone number, chauffeur's license number and expiration of each chauffeur operating such regulated vehicles;
 2. The daily hours worked by each chauffeur operating such regulated vehicles;
 3. The number of days each such regulated vehicle is operated during each calendar month;
 4. The records maintained pursuant to subsection A of this section as well as many other records related to the operation of the permit shall be retained by the permittee for at least six (6) months and shall be made available upon the request of the transportation commission or the transportation inspector. The transportation inspector may request that the permittee forward the record to him or her on a monthly basis.
- B. The records maintained pursuant to subsection A of this section as well as any other records related to the operation of the permit shall be retained by the permittee for at least six (6) months and shall be made available upon request of the transportation commission or the transportation inspector. The transportation inspector may request that the permittee forward the record to him or her on a monthly basis.

Introduced by: Council Member Springer
Date: July 28, 2015
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5.30.160 Single use of vehicle.

It is unlawful to use a regulated vehicle for any other transportation service regulated by Chapters 5.20 through 5.50 BMC other than that service which is authorized on the permit.

5.30.170 Vehicle horn honking.

It is unlawful to honk the horn of a taxicab from 10:00 p.m. to 7:00 a.m., Sunday through Thursday, and from 12:00 a.m. to 7:00 a.m., Friday and Saturday.

5.30.180 Safety equipment tampering prohibited.

A. Except for maintenance or repair, no person shall disconnect, cover, misdirect or cause to be non-functional the radio identifier, silent electronic alarm, surveillance or security camera, or global positioning system in a regulated vehicle. Tampering with the safety equipment as described herein is a violation subject to civil penalty of:

1. First violation. \$250.00.
2. Second violation. \$500.00
3. Third violation. \$750.00.
4. Fourth violation. \$1,000.

SECTION 3. Effective Date. This section 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 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).

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

This 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, 2015 through June 30, 2016 unless terminated by the City or UAF in accordance with the terms of the Agreement.

Whereas, the University 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 UAF Cooperative Extension 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 Twelve 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.

Article II

It is further mutually agreed that:

- A. This agreement pertains to programming only.
- B. Equipment, furnishings, and holdings shall remain the property of the respective owner/purchaser
- C. All programming at the Teen Center will be exclusively conducted by UAF and their staff. The City of Bethel has no authority, control or oversight of any of the programs or activities at the Teen Center and takes no responsibility whatsoever for any of UAF’s activities or personnel.
- D. 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 subject.

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.

- E. To the extent that the UAF is required to indemnify the CITY, the obligation to indemnify is effective only to the extent permitted by law. The obligation to indemnify is further conditioned on the availability of a valid existing appropriation to cover the obligation. The parties to this agreement recognize and agree that the UAF has no current appropriation available to it to indemnify under the provisions of this agreement and that the enactment of an appropriation in the future to finance a payment under these provisions remains in the sole discretion of the legislature and the legislature's failure to make the appropriation creates no further obligation or liability of the UAF.
- F. 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 and Contracts

Date: _____

Date: _____

Fred Schlutt
Vice Provost of Extension and Outreach

Date: _____

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



EMPLOYEE HANDBOOK

DRAFT December 8, 2015

DRAFT

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DRAFT

WELCOME

THE CITY OF BETHEL

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

ABOUT THE HANDBOOK

PURPOSE

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

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

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

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

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

SOURCE

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

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

WHAT THE HANDBOOK ISN'T (DISCLAIMERS)

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

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

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

HANDBOOK UPDATES/CHANGES IN POLICY

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

The City expressly reserves the right to administer, interpret, discontinue, review, modify and change any of its respective benefits, policies, and plans, including those covered in this

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

Handbook, at any time with or without prior notice. Employees will be notified about such changes by notice posted on the Employee bulletin boards, electronic communication and/or by written memo. Changes shall become effective on the dates determined by the City. Employees may not rely on policies that have been amended, rescinded, or replaced. No supervisor, manager, or representative of the City has the authority to alter the foregoing. If you are uncertain about any policy or procedure, please check with your supervisor or HR.

NATURE OF EMPLOYMENT

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

DIVERSITY AND RESPECT

EQUAL OPPORTUNITY

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

REASONABLE ACCOMMODATION OF QUALIFYING DISABILITIES

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

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

ZERO-TOLERANCE FOR HARASSMENT OR DISCRIMINATION

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

The City expressly prohibits any form of employee harassment based on race, creed, color, religion, gender, sex, gender identity, sexual orientation, , age, national origin or ancestry, marital status, change in marital status, physical or mental disability, political affiliation, genetic information, pregnancy, parenthood, status as a disabled veteran, or any other status or condition protected by federal, state or local laws. Actions that interfere with an employee's ability to perform his/her expected job duties is not tolerated.

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

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

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

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

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

If you believe that you or another employee is or has been the subject of discrimination or harassment, you must report the alleged conduct immediately to your supervisor or HR. Any

supervisor or manager who learns of potential sexual or other unlawful harassment or discrimination must promptly consult HR.

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

COMPLAINT/REPORTING PROCESS

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

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

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

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

NON-RETALIATION

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

A SAFE AND HEALTHY ENVIRONMENT

WORKPLACE VIOLENCE

The City is committed to preventing workplace violence and to maintaining a safe work environment. All employees, including supervisors, temporary employees, and volunteers, should be treated with courtesy and respect at all times. Physical violence, threats, harassment, intimidation, and other disruptive behavior in the workplace, whether committed by customers,

vendors, or City employees, will not be tolerated. Individuals who commit such acts may be removed from City premises and subject to criminal penalties in addition to disciplinary action up to and including termination.

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

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

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

NO FIREARMS

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

TOBACCO, ALCOHOL AND DRUG-FREE WORKPLACE

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

SMOKING AND TOBACCO USE

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

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

Smoking includes, but is not limited to, tobacco products, cigarettes, cigars, pipes, electronic cigarettes, vaporizers (“vaping”), “joints”, etc.

ALCOHOL PROHIBITIONS

You may not report to work while under the influence of alcohol, which can affect your performance and place others in jeopardy. Possession of alcohol, including possession of medicines containing alcohol, is prohibited. Alcohol use during the four (4) hours prior to reporting to a designated safety sensitive-position (or a position that includes safety-sensitive functions) is

prohibited. Alcohol use during the thirty-two (32) hours following an accident in a City-owned vehicle or until you have been administered a post-accident drug and alcohol test is prohibited.

DRUG (ILLEGAL AND LEGAL) PROHIBITIONS – INCLUDING MARIJUANA

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

DRUG AND ALCOHOL SCREENINGS

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

CDL-HOLDER/TRANSIT SYSTEM DRUG AND ALCOHOL PROGRAM

Employees who serve in safety-sensitive positions must, in addition to the City's prohibition against drugs and alcohol in the workplace, comply with additional federal and state Department of Transportation laws (49 CFR Parts 40 and 382).

Employees who hold a valid Commercial Driver's License (CDL) as part of their position requirements are subject to 49 CFR Parts 40 and 382. Employees who either serve as drivers for the City of Bethel Transit System, or those employees that make repairs on any transit vehicles, are subject to 49 CFR Part 655. Both classes of safety-sensitive employees are subject to pre-employment and random drug and alcohol testing.

Committing a DOT violation will result in your immediate removal from your position until you successfully complete the DOT return-to-duty conditions. This requirement supersedes any and all negotiated employment provisions in either Title III of the Bethel Municipal Code or the collective bargaining agreement (CBA).

INVESTIGATION AND SEARCHES

When a Department Head or supervisor has reasonable suspicion that an employee has violated the above policies, the supervisor, or designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, toolboxes, and other locations or belongings without prior notice, in order to

ensure a work environment free of prohibited items. Any such searches will be coordinated with a representative of the union (classified employees) or HR (exempt employees). If you are the subject of such a search, you may be asked to be present and may be asked to remove a personal lock. Locked areas or containers do not prevent a search, and thus you should understand there is no expectation of privacy on City premises. If you are not present or you refuse to remove a personal lock, the City may forcibly remove the lock without compensating you for the lock.

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

SAFETY

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

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

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

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

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

REPORTING EMPLOYEE INJURIES

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

CHILDREN IN THE WORKPLACE

The presence of children in the workplace during the workday is inappropriate and to be avoided except in emergency situations. The presence of children at work causes disruptions for you and

your co-workers, increases the City's liability, and presents the City as an unprofessional work environment. A child with an illness is not allowed to come to work with you.

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

PETS IN THE WORKPLACE

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

EMPLOYMENT

EMPLOYEE CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

POSITION DESCRIPTIONS

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

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

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

RECRUITMENT

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

PRE-EMPLOYMENT

BACKGROUND AND REFERENCE CHECKS

To ensure the City's employees are well-qualified and to maintain a safe and productive work environment, the City conducts pre-employment background checks on all applicants who have been selected by the Department Head as the number one finalist for a position. The City will obtain reports only for the purposes of considering an individual for employment, promotion, reassignment, or retention and for no other purpose. Applicants selected for a background check must first agree to the check and complete a disclosure and authorization form. Authorizations will be kept for a minimum of seven years from the date of inquiry.

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

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

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

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

DRUG TESTING

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

VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

NEPOTISM, EMPLOYMENT OF RELATIVES AND PERSONAL RELATIONSHIPS

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

EMPLOYMENT OF RELATIVES

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

- No employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.
- Relatives are permitted to work in the same City facility, provided no direct reporting or supervisory/management relationship exists.
- No person may serve in a supervisory capacity over a member of the employee's immediate family.
- 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.
- 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).
- No relatives are permitted to work in the same department or in any other positions in which the City believes an inherent conflict of interest may exist.
- No person may be employed in any position who is an immediate family member of the City Manager or Human Resources Manager; no person may be hired as a manager if they are an immediate family member of a member of the City Council.
- The city may, at any time, correct appointments and continued employment prohibited in this section by transfer, layoff, demotion or termination of employment.
 - 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.
- "Immediate family member" means:
 1. The spouse of the person;
 2. Another person cohabitating with the person in a conjugal relationship that is not a legal marriage;
 3. A child, including a stepchild and an adoptive child, of the person;
 4. A parent, stepparent, sibling, stepsibling, grandparent, aunt or uncle of the person; and
 5. A parent, stepparent, sibling or stepsibling of the person's spouse.

EMPLOYEE CONSENSUAL RELATIONSHIPS

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

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

PROBATIONARY PERIOD

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

PROGRESSIVE DISCIPLINE

You have the duty and the responsibility to be aware of and abide by existing rules and policies. You also have the responsibility to perform your duties to the best of your ability and to the standards as set forth in your job description or as otherwise established.

The City uses progressive discipline to address issues such as poor work performance or misconduct. Progressive discipline is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues while allowing the City the opportunity to mentor employees that may need infrequent “course corrections”.

While the below steps generally occur in sequence, the City may combine or skip steps in the process depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on others' performance and the City as a whole. The City reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and termination. Depending on the situation, in certain limited circumstances, the City may pursue terminating an employee without following the progressive disciplinary process.

Verbal warning: A supervisor verbally counsels you about an issue of concern. Depending on the situation, a written record of the discussion may be placed in your file for future reference.

Written warning: Written warnings are used for behavior or violations that a supervisor considers serious or in repeat situations when a previous verbal warning did not help change unacceptable

behavior. Written warnings should include a plan of action for correcting the behavior or violation. You will always acknowledge a written warning in writing and have an opportunity to respond on the document itself. The written warning is placed in your personnel file. While we don't expect it to happen, if you do receive one, you should recognize the grave nature of the written warning. **Suspension, Demotion or Termination:** More significant and/or final steps may be imposed whenever an employee has been involved in a disciplinary situation that has not been readily resolved, has demonstrated an inability to perform assigned work responsibilities efficiently, has significantly violated the law or a City policy or placed others in danger by their actions.

SEPARATION OF EMPLOYMENT

REASONS FOR SEPARATION

Separation from City employment can occur for several different reasons.

Resignation: Although the City hopes your employment with us will be a mutually rewarding experience, the City understands that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. If you provide less notice, you may be ineligible for rehire depending on the circumstances.

Medical Separation: If you are unable to return to work following approved medical leave you may be separated in good standing. Depending on the type of injury or illness, and whether it happened on or off the job, you may be able to take part in either the long-term disability program with the City health plan or the long-term disability plan under PERS.

Retirement: If you are qualified and wish to retire, you must notify your Department Head and HR in writing at least one (1) month before your planned retirement date.

Layoff: Periodically, the City may find that positions are no longer necessary to support programs and operations or can no longer be funded. If this occurs with your position, you will be provided a 30-day notice of impending layoff and you retain rehire rights following the layoff.

Job abandonment: If you fail to report to work or contact your supervisor, or you "walk off the job" before completing a shift, you may be considered to have abandoned the job. If you are separated due to job abandonment, you are ineligible to receive accrued benefits (no PTO payout) and are ineligible for rehire.

Involuntary Termination: Employees of the City are employed on an at-will basis, and the City retains the right to terminate an employee at any time.

RETURN OF CITY PROPERTY

If you leave City service for any reason, you must return all City property at the time of separation, including uniforms, cell phones, keys, equipment and identification cards. Failure to return some items may result in deductions from your final paycheck as well as possible legal action.

EMPLOYEE OUT-PROCESSING

After you notify your supervisor that you intend to resign or retire, you must contact HR to schedule an exit interview. The interview will generally be on your last day of work. Your supervisor or Department Head will complete a Supervisor Termination form, which accounts for the return of all City property, will complete a PAR and sign your final timesheet. You will bring all three documents to HR when you report for the exit interview.

If you have been continuously employed by the City for a minimum of twelve (12) months, the value of accumulated PTO will be paid in your final paycheck. Your final paycheck will be paid on the next regular pay day, unless you were involuntarily terminated, in which case the final pay and any accrued leave for which you are eligible will be paid within three working days. Accumulated sick leave (up to 720 hours) will be paid under the same process, but only for employees who have been continuously employed by the City for more than eleven (11) years.

When you leave City service, your health insurance coverage ends on the last day of your departing month. You may opt to continue health coverage through the Consolidated Omnibus Budget Reconciliation (COBRA) program, and you should expect to receive more information about COBRA in the mail from the City's insurance provider.

REHIRE

Former employees who left the City in good standing and eligible for rehire may be considered for reemployment. To be considered for rehire, an application must be submitted to HR, and the applicant must meet all minimum qualifications and requirements of the position.

Supervisors must obtain approval from HR prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

WORKPLACE EXPECTATIONS

CONFIDENTIALITY

When hired, and as needed, the City will request you provide personal information about yourself and your dependents. The City will only collect personal information that is required to provide benefits, process your payroll, and comply with government reporting and disclosure requirements. The City is committed to safeguarding and maintaining the confidentiality of your personal information and shares it only as required and with those who have a "need to know," balancing your right to privacy with information necessary to accomplish City functions.

All individuals having access to employee information or records of any kind will regard the contents as confidential and will not divulge such contents to prospective employers, credit agencies, other employees, benefit providers, contracted individuals, or other individuals without the express written consent of the employee. Accessing personnel information for any reason not

related to the employee's job responsibilities is strictly forbidden. Individuals will not improperly access, copy or disclose any document included in the employee's personnel file.

If you become aware of a material breach in maintaining the confidentiality of your personal information, you should report the incident to HR. HR is responsible for investigating the incident and taking corrective action. Please be aware that a standard of reasonableness will apply in these circumstances. Examples of the release of personal employee information that will not be considered a breach include the following:

- Release of partial employee birth dates, i.e., day and month is not considered confidential and will be shared with Department Heads who elect to recognize employees on such dates.
- Personal telephone numbers or e-mail addresses may be distributed to Department Heads in order to facilitate City work schedules or business operations.
- Employee wage and payroll information used in budget planning, timekeeping review, or step/merit review will be shared with Department Heads. Additionally, this information is subject to public disclosure if properly requested.
- Employee's hiring anniversary or service recognition information will be distributed to appropriate Department Heads periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes for periodic benefit plan changes or periodic benefits statement updates.

City-assigned information, which may include organizational charts, department titles and staff charts, job titles, department budgets, telephone directories, e-mail lists, facility or location information and addresses, is considered proprietary information to be used for internal purposes only or distributed as necessary to conduct business operations.

Breach of confidentiality by any employee, to include impermissible disclosure or unauthorized removal, destruction, or loss of any employee or proprietary information will be considered cause for disciplinary action up to and including termination.

OPEN DOOR POLICY

All employees assigned to individual offices, either by themselves or in a shared workspace, are expected to keep office doors open (not just unlocked) unless specific circumstances arise. No employee serves in a position in which they require routine privacy, nor should there be an expectation of privacy for most functions.

ETHICS AND CONFLICT OF INTEREST

The successful operation and reputation of the City is built upon the ethical conduct of our employees. The City complies with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. To that end, you will not take advantage of your status with the City to profit personally. You must avoid conflicts of interest and situations

where there might be the appearance of a conflict of interest, to include interests outside of work that interfere with your ability to perform your job functions.

OUTSIDE EMPLOYMENT

As a City employee, you may only pursue outside employment, personal business ventures or voluntary positions that do not create a conflict of interest or interfere with your job performance at the City. You may not use any City property (tools, equipment, resources) or City-paid work time to conduct any volunteer or outside business. The City requests that you notify your supervisor if you work for another employer or are engaged in a personal business or partnership so that the City can confirm that no conflict of interest exists. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours.

GIFTS AND GRATUITIES

You may not accept a gift or gratuity under circumstances which could reasonably be construed to create the appearance of a conflict of interest. If offered, you shall immediately report such offer to the City Manager.

POLITICAL ACTIVITY

You may not serve as an elected member of the Bethel City Council or state or national elected representative. You may not engage in political campaigning activities, to include seeking donations, during work hours or on City premises.

ATTENDANCE AND PUNCTUALITY

You must schedule time off in advance. Absences due to illness may occur in the case of an emergency or sudden illness without prior scheduling. If the absence, either scheduled or unexpected, lasts longer than 3 days, the City requires physician's documentation. The City may at any time, regardless of the length of absence, require physician's documentation to support an absence due to illness or the taking of sick leave. Absences due to workplace injury or illnesses that have been approved under the Family and Medical Leave Act (FMLA) will not be counted against your attendance record, although you will be charged leave as appropriate.

Patterns of absenteeism or tardiness may result in discipline even if you have not yet exhausted available paid time off. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter; repeated instances can lead to termination of your employment.

ATTIRE AND GROOMING

You will be issued and required to wear an ID badge while performing work for the City.

It is important for all employees to project a professional image while at work by being appropriately attired. You are expected to be neat, clean and well groomed while on the job. Your

clothing must be consistent with the standards for a business environment and must be appropriate for the type of work you do.

Natural and artificial scents may become a distraction from a well-functioning workplace, and can create a negative work environment for individuals with chemical sensitivities. You should keep this in mind when considering your attire and dress in the workplace.

The City is confident that you will use your best judgment regarding attire and appearance. The City reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or in severe cases may be sent home to change clothes.

ELECTRONIC COMMUNICATION AND INTERNET USE

USAGE GUIDELINES

The following guidelines have been established for using the Internet, City-provided cell phones and e-mail in an appropriate, ethical and professional manner:

- Internet, City-provided equipment (e.g., cell phone, computer) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the City or be contrary to the City's best interests; and engaging in any illegal activities, including piracy, extortion, blackmail, copyright infringement, and unauthorized access of any computers and provided equipment such as cell phones.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees must not use the system in a way that disrupts its use by others. Employees must not send or receive large files that could be saved or transferred via thumb drives. Employees are prohibited from sending or receiving files that are not related to work.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails and text messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending messages within and outside the City.

RIGHT TO MONITOR

All City-supplied technology and City-related work records belong to the City and not to you or your co-workers. This includes any records, documents, files, or data created on City-supplied technology. The City routinely monitors the use of City-supplied technology. **YOU SHOULD NOT EXPECT ANY RIGHT OF PRIVACY WHEN USING CITY EQUIPMENT SUCH AS CITY EMAIL, COMPUTERS, CELL PHONES OR OTHER CITY TECHNOLOGY.**

EMPLOYEE PERSONNEL RECORDS

Employee personnel records are maintained by HR and are considered confidential.

Your personnel file includes any documents related to your hiring, job performance, personnel actions and termination of employment. Pre-employment information such as interview results, background screenings or reference check information is not maintained as part of your file.

Each employee also has a “Confidential” file, which is maintained by HR separately from your personnel file. Your confidential file holds medical records related to medical leave, worker’s compensation, or disability accommodation. Your confidential file also includes any documents that include personal identifiers (social security number, drivers license number, birth date); identify your dependents; or personal information that is not specifically relevant to your job functions (financial data, benefit enrollments, etc.)

Your personnel file is available to you for review in person, or you may request a copy (for a fee). “Need to know” access to an employee’s confidential file is strictly controlled, normally limited to the City Manager and HR, and in the case of worker’s compensation matters, the City’s designated insurance agent. Supervisors and managers may be informed by HR regarding necessary restrictions on the work or duties of the employee and necessary accommodations resulting from medical information; supervisors and managers do not have access to the actual medical documents. Participants in City benefit plans should be aware that personal information will be shared with plan providers as required for their claims handling or record keeping needs. Current or past employees who wish the contents of their personnel file be released to another party must complete a written release that can be obtained from HR. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information and HR will provide access to files in response to court orders and subpoenas.

To keep insurance benefits and records of employment up to date, you must notify HR of any change in name, address, marital status, dependents, beneficiary designations, telephone number, emergency contact information, training, certifications or licensure.

COMPENSATION

WORKDAY AND WORKWEEK

For the purposes of payroll and overtime calculations, the workday is defined as 12:00 a.m. to 11:59 p.m. However, the City may establish shift schedules in order to avoid calculating a single shift on two separate calendar dates. If your shift rolls across the midnight hour, your hours worked are recorded on the workday on which the shift began.

The workweek is defined as 12:00 am Monday through 11:59 pm Sunday.

TIME REPORTING

All non-exempt employees must record their hours worked on a time sheet, for purposes of calculating pay, benefits, and the accrual and use of leave. Under no circumstances should any employee fill out a time sheet for another employee or have another employee fill out their time sheet. All employees are required to accurately record all time worked and all break periods.

You are responsible for submitting a true and accurate record of the hours you actually work. Your signature on the time sheet is considered a certification that the document provides a true and correct statement of dates and time actually worked.

Overtime is defined as hours worked by an hourly or nonexempt employee in excess of 40 hours in a workweek. Overtime is calculated based on actual hours worked which includes only hours worked and hours worked during call back. Paid leave and paid holidays are not work hours and therefore do not apply towards the 40 hours. Hours that an employee serves in an on-call status but does not get called in do not apply towards the 40 hours. Hours compensated at a higher-than-regular rate (i.e. pay for working on a holiday) do not count towards the 40 hours. Every attempt is made to schedule work so that the need for overtime is kept to a minimum. Overtime must be approved in advance by your Department Head or supervisor, depending on your Department's policy.

Your supervisor will complete the justification section on your timesheet if you have any of the following: 1. approved FMLA leave; 2. worker's comp-related leave; 3. special leave situations; and/or 4. sick leave. Your supervisor should note when sick leave was verified by physician's documentation, but should not submit or keep the doctor's note.

When you take leave, you are responsible for turning in a completed Leave Request form (approved via signature) with any time sheet that includes paid leave or leave without pay.

MEAL PERIODS AND BREAKS

Department Heads are responsible for setting meal periods for their work areas to provide the least possible disruption to City operations. Meal periods are not included in the total hours of work per day and are not compensable. Non-exempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for that time.

Periodic breaks (15 minutes or less) in the work schedule may be authorized by the Department Head but they are not mandatory.

Due to the impact on operations and coworkers when one individual enjoys a change from their regular schedule, and the potential perception of favoritism, neither the lunch period nor any break periods may be used to account for an employee's late arrival or early departure or to cover time off for other purposes. Allowed breaks may not be accumulated and combined to extend a meal period or create a longer break.

PERFORMANCE AND SALARY REVIEWS

Performance evaluations are prepared for you and your supervisor to communicate regularly about your position requirements, your strengths and weaknesses, opportunities for improvement and training, and goals for your performance.

REGULAR ASSESSMENTS

Written performance evaluations will be provided for regular employees on an annual schedule, usually at or near your anniversary date of hire. Both you and your supervisor are responsible for participating in the process, which may include a self-evaluation, and scheduled interview/discussion. You may add comments or dispute the evaluation in writing. Your evaluations will be maintained in your personnel file.

FOLLOWING PROBATIONARY PERIOD

A written evaluation may be provided but is not required before deciding to release an employee at the end of or during the probationary period or an extension; a written evaluation is optional in the judgment of the supervisor in consultation with HR.

UNSATISFACTORY RATING

An unsatisfactory performance rating in two or more categories indicates the supervisor should discuss a plan of action with you to help you improve your performance. Your supervisor should document any expectations and schedule a follow-up review.

INCREASES IN PAY

All employees are paid in accordance with the wage scale adopted by City Council. Across-the-board cost of living increases must be approved by City Council.

Merit increases are based on performance and available when the City's financials permit. A performance review does not necessarily result in an automatic salary increase.

Budget allocations for salary adjustments, wage scale changes and merit increases are planned for and allocated before the start of each fiscal year.

PAYMENT OF WAGES

PAY PERIOD AND METHOD

The City's pay period is biweekly, with scheduled paydays every other Friday after the end of the pay period. We encourage you to be paid through direct deposit of funds to either a checking or savings account at the financial institution of your choice. Pay statements and/or checks are distributed by payroll individually or to the individual departments via the City Hall interdepartmental mail boxes or electronically.

PAYROLL DEDUCTIONS

All amounts required by federal or state law or by benefit plans, (to include PERS,) will be deducted from your paychecks. Other required or voluntary deductions may be withheld if you've authorized them in writing. You will see all deductions listed on your pay statement.

PAY ADVANCES

Payroll advances are not allowed.

WAGE SCALE

All employees shall be paid in accordance with the wage scale adopted by City Council as part of the annual budget process.

HOLIDAY PAY

The City recognizes 12 paid holidays each year:

- New Year's Day (January 1)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Alaska Day (October 18)
- Veterans Day (November 11)
- Thanksgiving (4th Thursday in November)
- Day after Thanksgiving
- Chief Eddie Hoffman's Day (2nd Friday in December)
- Christmas Day
- Employee's Birthday (may be taken at any time during the calendar year)

Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday.

Paid time off may be granted to employees who desire to observe a religious holiday that is not recognized by the City.

TIME OFF/LEAVES OF ABSENCE

VACATION OR PAID TIME OFF (PTO)

All regular employees are eligible for PTO benefits. You earn PTO through service time and will begin to accrue leave from your first pay period in a regular full- or part-time status. You will not earn PTO during unpaid leaves of absence, including injury (Workers' Compensation) and/or FMLA leave.

To ensure adequate staffing, each Department Manager will schedule and approve PTO requests. Each Department may set standards for planning leave in advance. To request PTO, you must complete a leave request form, which must be approved (with your supervisor or Department Head's signature) before you take the PTO. You can only use PTO after you earn it and it's your responsibility to make sure you have enough leave available to cover the dates you request. PTO cannot be advanced and you cannot draw your PTO bank into a negative balance.

Requests to take PTO will be approved based on a number of factors, including department operations and staffing requirements. Once approved, be sure to keep the signed form, because you will need to submit it with your timesheet when you take the leave. The City will pay your PTO at your base rate at the time you take the leave. PTO hours do not count towards overtime calculations. If a holiday falls during the PTO period, that day will be paid as a holiday and not charged to your PTO balance.

Your PTO balance may be subject to annual usage requirements and/or an annual cap, effective December 31 of any year.

CASH OUT/DONATIONS

You may cash-out leave under emergency conditions following written approval by the City Manager. Emergency is defined as a critical situation over which the employee has no control.

You may request permission to donate annual leave to a fellow employee in dire medical situations. Donations are limited to 40 hours, and any donations must be approved by the City Manager.

SICK LEAVE

Eligible employees accrue sick leave from the date of hire. If you have a sick leave benefit, you may use the leave for your own illness, well-care and medical and dental appointments. You may also use it to care for a dependent that is ill. Federal law requires that when a sick leave bank is provided, exempt employees unable to work during their normal work hours due to a reason covered under sick leave, must take sick leave. The hours cannot be "made up" on another day or through extended work hours. If you do not have a sick leave benefit, or if you have used up all your sick leave, you will be charged PTO in its place.

If you are absent from the workplace more than three consecutive working days, you must present physician's documentation to support the absence. You may also be required to present physician's documentation for absences shorter in duration.

FAMILY AND MEDICAL LEAVE

City employees are entitled to leave benefits under a federal law known as the Family and Medical Leave Act (FMLA) as well as the Alaska Family Leave Act (AFLA). The acts promote preservation of the integrity and stability of your family unit, job security for you, as well as accommodating the business interests of the City. In addition to leave for medical reasons, FMLA also includes a provision for Military Family Leave under specific conditions.

FMLA, AFLA, and your paid leave benefits run concurrently, as permitted by law.

You have the right to request FMLA/AFLA leave. In addition, supervisors have a responsibility to notify HR when they have a reason to believe you are taking leave for a qualifying condition.

MEDICAL LEAVE

ELIGIBILITY

For FMLA, you must have worked for the City for 12-months and accumulated at least 1,250 work hours (paid leave and holidays do not count) during the 12-month period immediately before your requested leave is to start. To be eligible for AFLA, you must have worked for the City for at least 35 hours per week for 6 consecutive months or 17.5 hours per week for 12 consecutive months. You will not be eligible for medical leave if you have exhausted your medical leave entitlement in the 12 calendar months (or 24 months, if appropriate) immediately preceding each day of leave requested.

TYPE OF LEAVE COVERED

- The birth of a child or the placement of a child through adoption or foster care and to care for the child: this leave must be taken within a year after the child is born, adopted, or placed in the employee's home. When both the mother and father are eligible employees of the City, they are jointly entitled to a total of 18 weeks, which may be divided between them as they agree;
- To care for a spouse (as defined in Alaska law), child, or parent with a serious health condition
- When you are unable to work due to a serious health condition, require inpatient care, require continued care or for a period of incapacity.

WHEN MEDICAL CERTIFICATION IS REQUIRED

When you request FMLA or AFLA, you will probably be required to provide a medical certification (on a form supplied by the City) supporting the need for leave due to a serious health condition affecting you or a family member. If you are taking leave on an intermittent or reduced work schedule basis, then the medical certification should indicate that such a schedule is medically necessary.

Prior to returning to work from leave due to your own serious health condition, you must provide the City with a fitness for duty certification from your health care provider stating that you are able to perform the essential functions of your position. You will not be allowed to return to work without this. If you fail to return from leave or contact the City on the scheduled return date, you will be considered to have voluntarily terminated your employment with the City.

MILITARY FAMILY LEAVE

QUALIFIED EXIGENCY LEAVE

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: (a) short-notice deployment, (b) military events and activities, (c) child care and school activities, (d) financial and legal arrangements, (e) counseling, (f) rest and recuperation, (g) post-deployment activities, and (h) additional activities that arise out of active duty, provided that the City and employee agree, including agreement on timing and duration of the leave. This type of leave would be counted toward your 12-week maximum of FMLA leave in a 12-month period.

MILITARY CAREGIVER LEAVE

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks of unpaid leave during a single 12-month period to take care of that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

Covered service member means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

COMPENSATION

Family and Medical Leave is unpaid, however, the City requires employees eligible for FMLA/AFLA or Military Family Leave to substitute their accumulated PTO, sick leave, and/or donated leave for unpaid leave. The City has no obligation to pay you more than any accumulated PTO, which must be used at the beginning of your leave (paid time off is counted as part of the FMLA/AFLA entitlement, not in addition to it). PTO and/or Sick Leave do not accrue during a period of unpaid leave. Paid holidays are counted as part of the FMLA/AFLA leave and do not serve to "extend" your leave. If you run out of paid time off while on FMLA/AFLA and a holiday falls in the time in which you are on unpaid leave, you will not be paid for that holiday. Where appropriate, the City will coordinate workers' compensation leave with FMLA/AFLA leave so that the two run concurrently.

BENEFITS CONTINUATION

During the time that you are on leave under FMLA, you maintain the opportunity for continued health benefits coverage. Leave afforded under AFLA alone offers no such continuation of benefits. Other City-funded benefits and/or employee-funded programs may be available to you during periods of unpaid leave under FMLA/AFLA, provided certain conditions are met. When employee payments are required to maintain a benefit under this section, failure to make your payments will result in cancellation of the benefit due to nonpayment.

During periods of absence under this section, the City may require that you pay all or part of the costs for maintaining health insurance coverage and/or other employee benefits during a period of unpaid leave.

GROUP HEALTH BENEFITS

You may continue your group health insurance coverage during FMLA or Military Family Leave on the same terms as before such leave. If you elect to continue group health coverage, and there is an already-established employee portion (premium), you will be required to continue to make those premium payments to the City while on leave. Payment will be automatically deducted from your paycheck while on paid leave. When paid leave is exhausted, you are responsible for contacting the Finance Director regarding the options available to you to pay for continued health insurance during the unpaid portion of your FMLA leave. Failure to pay the employee portion will result in cancellation of health insurance benefits due to nonpayment.

Health insurance benefits do not continue for your absence under the provisions of AFLA, unless you have contacted the Finance Director and arranged to pay the City the full premium cost (employer and employee portions) of the benefits being received. Failure to do so will result in cancellation of health insurance benefits due to nonpayment.

LIFE INSURANCE

An employee who is on unpaid FMLA/AFLA leave may continue his or her life insurance by paying the full premium cost for coverage. If you are interested in maintaining your life insurance benefit, you must consult the Finance Director to arrange payment terms.

UTILITY BENEFIT

While on unpaid FMLA/AFLA leave, you may continue to receive the utility benefit provided you contact the Finance Department to make payments while on leave. At no time will the City subsidize the utility benefit for an employee.

The City may recover from you the City's portion of the utility costs during the FMLA/AFLA-approved leave if you fail to return to work after the leave entitlement ends or terminate employment within the first 30 days following your return. The City may not recover costs if your failure to return or departure is due to the continuation, recurrence or onset of a serious health condition, as documented by a qualified health professional.

VOLUNTARY BENEFIT PROGRAMS

Payroll-based contributions to voluntary benefit programs such as deferred compensation or AFLAC will immediately cease once you are on unpaid leave under this section. You are responsible for contacting your service providers to maintain any allowed benefits.

JOB RESTORATION

Upon returning from Family or Medical leave, you will be restored to your original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

EMPLOYEE NOTICE

Eligible employees seeking to use FMLA/AFLA or Military Family Leave are required to provide:

- A. 30-day advance notice of the need to take leave when the need is foreseeable; or
- B. Notice “as soon as practicable” when the need to take leave is not foreseeable. Except in the most extraordinary circumstances, this requires you to report your need for leave before the start of your shift in accordance with the normal absence-reporting procedures; and
- C. Sufficient information for the City to understand that the employee needs leave for qualifying reasons (the employee need not mention FMLA, AFLA, or Military Family leave when requesting leave to meet this requirement but must provide sufficient information to put the City on notice that the absence may be so-protected).

Where the City was not made aware that you were absent for FMLA/AFLA reasons, leave will be retroactively designated as FMLA/AFLA leave provided you meet the eligibility criteria.

EMPLOYER NOTICE

In addition to the information provided in this Handbook, the City has posted a notice explaining your rights and responsibilities under FMLA/AFLA on the HR bulletin board.

If family or medical leave is requested, HR will provide you a notice of eligibility, informing you whether or not you qualify for the leave you are requesting and will provide you a written notice designating the leave as FMLA/AFLA leave and detailing specific employee expectations and obligations under the entitlement.

INJURY LEAVE (WORKERS COMPENSATION)

Employees injured on the job are entitled to compensation and benefits in accordance with the Alaska Workers Compensation Act. All employees who experience an injury while on the job will report the details on a Form 6100, which will then be sent to HR to complete the required reporting to the City’s insurance carrier and the Alaska Department of Labor. It is your responsibility to complete the Form 6100 when you experience any workplace injury.

If you are injured at work and placed on injury leave as a result, you may not use your PTO/sick leave while on injury leave. In lieu of wages, you are eligible for paid Workers' Compensation benefits.

COURT LEAVE

If you receive a jury duty notice from the federal or state courts, you must notify your supervisor and provide a copy of the jury summons as soon as practicable. The City will pay regular employees (full and part time) for missed work due to court service. All fees paid by the court must be remitted to the City and you must immediately return to work any time you are released by the court prior to the end of your normal duty day (with the exception of lunch and other court-determined breaks).

UNIFORMED SERVICE LEAVE

The City is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the City's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

If you are requesting leave for military duty, you must contact HR as soon as you are aware of the need for leave.

FUNERAL LEAVE

An employee who wishes to take time off due to the death of an immediate family should notify his or her supervisor immediately. Each full-time employee is eligible for one paid day of leave for each instance, which will not be deducted from your leave balance.

EMERGENCY LEAVE

The City Manager may approve paid emergency leave to employees not to exceed forty (40) hours at any one time when critical illness or death has occurred in the employee's immediate family.

LEAVE WITHOUT PAY

Employees who require time off in addition to accrued PTO may request up to 3 months leave without pay. The granting of such leave is at the sole and exclusive direction of the City Manager

and may only be used after all other available leave has been exhausted. It shall not be granted if the employee's absence will impact the provision of City services or operations.

If approved, the Department may fill your position with an acting, or temporary hire. You must return to work on the scheduled return date or be considered to have voluntarily resigned from City employment.

Leave benefits will not accrue during periods of leave without pay under this section; nor will the City make any contributions for retirement, health, dental, or life insurance benefits. You may contact the Finance Department and make self-pay arrangements to maintain your health insurance benefits during this period.

EMPLOYEE BENEFITS

EMPLOYEE BENEFIT PLANS

The City sponsors and/or participates in several welfare and retirement plans for the benefit of eligible employees. In general, part-time employees are eligible for limited benefits and temporary employees are only eligible to participate in voluntary programs that are completely employee-funded. Detailed information regarding these benefits is contained in summary plan descriptions, insurance policies, the City's official plan documents, and the plan documents maintained by the state of Alaska PERS system. The City has sole discretion to interpret the employee benefit plan documents, including questions of eligibility, availability or amount of benefits, terms, conditions and limitations. The official plan documents and not this Handbook or any other document or verbal representation will govern the City's determination of all questions regarding plan benefits. While it is the City's present intention to continue these benefits for the indefinite future, the City reserves the right to amend, modify, curtail, reduce or eliminate any benefit, in whole or in part at any time. No amendment or termination will take away vested benefits. However, future accruals or benefits may be reduced or eliminated. Neither the benefit programs nor their descriptions are intended to create any guarantees regarding employment or continued employment. For more information regarding benefits, please refer to HR.

GROUP HEALTH INSURANCE

The City provides full-time regular employees who are normally scheduled to work thirty (30) or more hours a week and their eligible dependents with group medical, dental and vision insurance benefits.

Eligible employees have up to 30 days from their date of hire to enroll in the City's plan. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change, otherwise, changes are limited to the open enrollment period.

Your basic coverage begins on the first of the month following 30 days of eligible employment. Keep in mind, this is not always the month after you were hired – you may have to wait an additional month, depending on the date you begin employment. It is important that you review your insurance plan document carefully, as some components have lengthier waiting periods.

At the end of each calendar year during open enrollment, (month of December,) employees may make changes to their enrolled dependents for the following calendar year.

LIFE INSURANCE

Eligible employees are enrolled in life and long-term disability insurance at the time of hire.

RETIREMENT PLAN (PERS)

The City participates in the State of Alaska's Public Employees Retirement System (PERS). All regular employees hired after June 1, 1991 are required to participate in this plan. Retirement benefits and other details regarding the retirement system may be obtained from HR or directly from the State of Alaska's Division of Retirement and Benefits.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Through the employee assistance program (EAP), the City provides confidential access to professional counseling services. The EAP, is available to you and your immediate family members, and offers problem assessment, short-term counseling and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard your privacy and rights. Contacts to and information given to the EAP counselor may be released to the City only if requested by you in writing. There is no cost for you to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will provide you with information about community and private services available. The counselor will also let you know whether any costs associated with private services may be covered by your health insurance plan. Costs that are not covered are your responsibility.

WORKERS' COMPENSATION BENEFITS

The City is covered under Alaska statutes regarding workers' compensation. The program provides financial benefits to offset the time you are unable to work and earn wages because of a workplace injury. If you sustain a work-related injury, you must immediately notify your supervisor and submit a completed Form 6100 to HR. Once filed, the City's workers compensation administrator (not the City) will coordinate your claim and any potential benefits directly with you.

457 DEFERRED COMPENSATION PLAN (VOLUNTARY)

The City offers several voluntary pretax salary reduction plans in which you may elect to participate beginning with the first payroll period after employment. These programs are

completely employee-funded and each employee is able to control the investment options associated with his or her individual account.

AFLAC PRE-TAX PROGRAMS (VOLUNTARY)

All City employees (including temporary) are eligible to purchase supplemental coverage through the American Family Life Assurance Company of Columbus (AFLAC). Employees that enroll during the open period may have the City deduct their payments pre-tax.

REDUCED-FEE UTILITY BENEFIT (UTILITY ACCOUNT HOLDERS)

Regular employees (full-time and part-time) shall receive water and sewer, from the City for a reduced fee subject to delivery limitations. The utility benefit is not available to employees who reside in multi-family dwellings and/or share water and/or sewer tanks.

SPECIAL SITUATIONS

EMPLOYEE TRAVEL

The City encourages employee attendance at professional conferences and training which will improve job knowledge and introduce innovative techniques to improve City operations and the delivery of services to the public.

; Travel must be approved by the Department Head and City Manager on a properly completed Travel Request Form. A travel advance may be authorized by the City Manager when requested in writing a minimum of two weeks prior to the travel.

Upon approval and submission of a travel request form, the City will generally pay registration fees (to include materials and meals already incorporated into the registration fee); lodging costs (you may be required to share a room or facility); per diem meal allowance (prorated based on the time periods in travel status), transportation of the most direct and efficient means and/or mileage reimbursement at the federally-approved rate, and other incidental expenses such as business phone calls or parking. Vehicle rentals must be pre-approved by the City Manager and are not a guaranteed travel benefit.

Any additional expense resulting from an interruption of travel for your convenience (deviation of travel) shall be borne solely by you. Any additional time away from duty because of an itinerary or interruption for your convenience will be charged as PTO and must be pre-approved.

Employees must complete a Trip report and Travel Expense Report within one week of return from travel. This form must be submitted to your Department Head. If you fail to submit a trip report and/or Travel Expense Report on time, the City may deduct the full cost of your travel from your next paycheck. Employees who separate employment from the City within thirty days of travel may be required to reimburse the City for the cost of the travel/training.

PURCHASING

No City employee may enter into a purchase agreement, make commitments to purchase, or otherwise obligate expenditure of City funds except with proper authorization and through the established procedures.

If you inappropriately commit City funds or use City funds to purchase items or services that are not approved through established procedures you will be subject to disciplinary measures and required to reimburse the City for all incurred costs through direct payment or payroll deduction.

EDUCATION AND TRAINING/TUITION ASSISTANCE

The City encourages you to pursue training and education related to your profession. When financially feasible, tuition assistance may be available to reimburse some costs following successful completion of seminars, training, or other formal education.

Tuition assistance must be requested in writing and can only be approved by the City Manager. Approval and payment is subject to the City's written tuition assistance program guidelines.

VEHICLES

The City's fleet of vehicles is intended to support City operations and the delivery of services to the public. Employees granted driving privileges must hold a valid Alaska drivers license and must adhere to established guidelines for vehicle use. If you have been given driving privileges and there is any change to your license status (expiration, revocation, other restriction), you must notify HR immediately. A failure to maintain a valid license when required for your job will result in removal from your position until your license is re-instated. A failure to notify the City of a change in your licensure status is subject to discipline.

Only the City Manager may approve the use of take-home vehicles by employees, and those employees granted that privilege must understand that it is a taxable benefit with personal insurance liability when the vehicle is used for non-City business purposes.

EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT

I have received my copy of the Employee Handbook.

The employee Handbook describes important information about the City of Bethel, and I understand that I should consult my supervisor, Department Head or Human Resources regarding any questions I have that aren't answered in the Handbook. I have entered into my employment relationship with the City voluntarily and acknowledge that there is no specified length of employment. **Either I or the City can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

This Handbook and the policies and procedures it contains supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the City. By distributing this Handbook, the City expressly revokes any and all previous policies and procedures that are inconsistent with those contained in this Handbook.

I understand that any and all policies and practices may be changed at any time by the City. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the City Manager has the ability to adopt any revisions to the policies in this Handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at the City of Bethel is employment at will, which may be terminated at the will of either the City or myself. Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document.

I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

APPENDIX A – POLICIES SPECIFICALLY SUPERSEDED

Because the provisions and requirements are incorporated directly into this document, the following listed City of Bethel policies are specifically superseded with the adoption of this Employee Handbook. The City may in the future adopt new personnel policies after the date of this Handbook, which will remain in effect in conjunction with the Handbook guidance. Should a new policy specifically conflict with the terms of this Handbook, a Handbook revision will be completed and distributed as soon as reasonably possible.

Specific program policies (IT, Travel, Purchasing) or work area specific rules (Hours of Operation, Safety Requirements) will be drafted, maintained, and distributed separately by the Department that manages the specific program or work area.

Policies superseded as of September 2015:

1. Children in the Workplace Policy
2. Drug and Alcohol Policy (not CDL or Transit program policies)
3. Equal Employment Opportunity Policy
4. Harassment in the Workplace Policy
5. ID Badge Policy
6. Sexual and Other Harassment Policy
7. Tobacco Free Workplace Environment Policy
8. Vehicle Policy (general, not related to take-home vehicle use)
9. Vehicle Safety and Accident Policy
10. Workplace Violence Policy
11. City of Bethel Personnel Rules and Regulations

New Business

Introduced by: City Manager Capela
Date: December 8, 2015
Public Hearing: January 12, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-35

AN ORDINANCE BY THE BETHEL CITY COUNCIL APPROVING THE DISPOSAL OF CITY PROPERTY, IDENTIFIED AS, AN UNIMPROVED BUILDING (WAREHOUSE) LOCATED ON THE BETHEL CITY DOCK, USS 3230 A&B; BLOCK 20, LOT 3 IN ACCORDANCE WITH 4.08.050 C, DISPOSAL OF PROPERTY, LEASE RENEWAL

WHEREAS, in accordance with Bethel Municipal Code 4.08.030 the City Council may dispose any interest in real property; and

WHEREAS, Alaska Marine Lines has leased an unimproved building (warehouse) located on the Bethel City Dock, USS 3230 A&B; Block 20, Lot 3 from the City of Bethel with a lease term expiration of October 31, 2015; and

WHEREAS, Alaska Marine Lines have continued to pay a monthly lease amount in the amount of \$2,000 for the month of November and December of 2015; and

WHEREAS, Alaska Marine Lines has been current on lease payments and is on a month to month lease in accordance with the previous lease until a new lease can be approved;

WHEREAS, the new lease term will commence from January 1, 2016 through December 31, 2017 with the lease rate of \$2,030 per month plus applicable tax rates;

NOW, THEREFORE BE IT ORDAINED, the City Council hereby authorizes the disposal of property of the unimproved building (warehouse) located on the Bethel City Dock, USS 3230 A&B; Block 20 Lot 3 thorough lease renewal:

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

Introduced by: City Manager Capela
Date: December 8, 2015
Public Hearing: January 12, 2016
Action:
Vote:

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030 Disposal of Real Property, and Bethel Municipal Code 4.08.050 C.

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

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS 12th DAY OF JANUARY 2016, BY A VOTE OF _IN FAVOR AND _ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

**CITY OF BETHEL PORT FACILITIES
RENEWAL OF LEASE AGREEMENT**

This Renewal of Lease Agreement ("Lease") entered into this 1st day of January, 2016, is made and entered between the City of Bethel, a municipal corporation organized under the laws of the State of Alaska, located at 300 State Highway, Bethel, Alaska (hereinafter "Lessor") and Alaska Marine Lines**, a corporation organized under the laws of the State of Washington, whose physical address is 5515 West Marginal Way SW, Seattle, WA 98106 (hereinafter "Lessee"). This Lease is a renewal of the 2011 lease previously in effect between the parties, renewed once in 2013 and currently defaulted to a month-to-month agreement.

*** Prior lease was between the City of Bethel and Northland Services, Inc. On November 1, 2013 Northland Services, Inc. joined the Lynden family of companies. On March 16, 2014, all Northland Services switched to Alaska Marine Lines.***

TERMS

1. DESCRIPTION OF PREMISES. Lessor leases to Lessee an unimproved building (warehouse) located at the Bethel City Dock, USS 3230 A&B, Block 20, Lot 3, Bethel Recording District, Fourth Judicial District, State of Alaska and described more particularly as follows:

The Old Northwest Navigation Warehouse with the dimension of the warehouse of the warehouse being 80' by 60' wide (hereinafter the "Premises").

2. TERM. The term of this Lease shall be twenty-four (24) months, retroactive to January 1, 2016 ("Commencement Date") and terminating the last day of the month of December 31, 2017 (the "Termination Date").

3. RENT. Rent shall be payable at the rate of Two Thousand Thirty Dollars (\$2,030 US) per month. Rent shall be due and payable to Lessor on the first day of each month during the term of the Lease. If rent is not received by the 5th of each month, Lessee shall be in breach and Lessor shall have the right to charge a 5% interest for each day in which the Lease is due and/or to seek any and all remedies available to it by law, including, but not limited to, terminating this Lease Agreement.

4. USE OF PREMISES. The demised premises are to be used by Lessee for the purposes of handling and storing Lessee's LCL (less container load) freight. Lessee shall restrict its use of the demised premises to such purposes subject to the terms, conditions, and other restrictions contained in this Lease. Lessee shall not use or permit the use of the demised premises for any other purpose without the prior, express, and written consent of Lessor, or Lessor's authorized agent.

5. RESTRICTIONS ON USE.

A. Lessee shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes.

- B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire and liability insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep the fire and liability insurance.

C. *Hazardous Substances.*

1. Except as provided herein, Lessee shall not use the demised premises for the handling, storage, or to otherwise facilitate transportation of any Hazardous Substance. Lessee shall be permitted to handle and store freight on the demised premises that contains hazardous materials packaged in non-bulk packaging as defined by 49 C.F.R. Ch. 1, § 171.8, as amended. In the event Lessee handles or stores any non-bulk packaging hazardous materials, Lessee shall comply with all laws, rules and regulations respecting the handling, transporting, and storing of hazardous materials in non-bulk packaging, including but not limited to 49 USC 5101et seq., as amended and the hazardous materials regulations contained in 49 C.F.R. Parts 100-180, as amended. Lessee shall be solely responsible for any and all liability which results in the handling and storing of any non-bulk packaging hazardous materials on the demised premises, including but not limited to all costs of clean-up, legal costs, including all reasonable attorney fees and costs incurred by Lessor as a consequence of Lessee's handling or storage of hazardous materials on, at or within the demised premise pursuant to this section.
2. *Indemnification.* In addition to the indemnification provided in Section 21 of this Lease, Lessee shall protect, indemnify, defend and hold harmless Lessor from any and all loss, damage, cost, expense, judgment or liability of any and every kind and description (including without limitation reasonable attorneys' fees and costs) arising or resulting directly or indirectly out of the use, generation, manufacture, production, processing, installation, storage, treatment, handling, release, discharge, disposal or presence of a Hazardous Substance in, on, under or about the demised premises.
3. *Hazardous Substance defined.* For purposes of this Lease, "Hazardous Substance" shall mean any flammable, explosive, or radioactive material, crude or refined petroleum, or any hazardous, toxic, or dangerous waste, substance, or material, including hazardous materials, defined as such in (or for purposes of) any Environmental Law.
"Environmental Law" shall mean any Federal, State or local law, ordinance, code, regulation, rule, order, or decree, relating to, or imposing liability or standards of conduct concerning the treatment, storage, use or disposal of any Hazardous Substance, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Action (42 U.S.C.A., Sec. 9601, et seq.) as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, (42 U.S.C.A. Sec. 6901, et seq.), the Clean Air Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Pesticide Act, the Federal Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Emergency Planning and Community Right-To-Know Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, all

applicable federal regulations, as amended, and Alaska Statutes, Title 46, Chapters 03, 08 and 09, as amended, and the City of Bethel Municipal Code ("BMC"), as now or at any time hereafter in effect.

6. **WASTE, NUISANCE OR UNLAWFUL ACTIVITY.** Lessee shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.
7. **UTILITIES.** Lessee shall arrange and pay for all utilities furnished to the demised premises for the term of this Lease, including, but not limited to, electricity, gas, water, sewer, and telephone service.
8. **REPAIRS AND MAINTENANCE.** Lessee shall maintain the demised premises and keep them in good repair at Lessee's expense. Lessor acknowledges that from the time of the transfer the building was not in good repair with one corner of the building having exposed fiberglass siding. Should there be damage to the building caused solely by the condition of the building, and not the fault of the Lessee, Lessor will not expect Lessee to make any associated repairs. If such situation occurs, the parties can review whether they desire to maintain the Lease or terminate it without fault. Lessee and Lessor performed an inspection of the demised premises prior to Lessee's occupation thereof. (Refer to original contract between parties).
9. **DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES.**
 - A. Lessor represents that the demised premises are in fit condition for use by Lessee.
 - B. Lessee shall surrender the demised premises on the Termination Date, or termination of this Contract if sooner than Termination Date, in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Lessee shall remove all business signs, equipment, structures and goods placed on the demised premises by Lessee and restore the demised premises to the same condition as when received.
10. **PARTIAL DESTRUCTION OF PREMISES.** Partial destruction of the demised premises shall not render this Lease void or voidable, nor terminate it except as specifically provided in this Lease. If the demised premises are partially destroyed during the term of this Lease, Lessor shall repair them within forty-five (45) days of the partial destruction or as soon thereafter as can be made in conformity with governmental laws and regulations. Written notice of the intention of Lessor to repair shall be given to Lessee within fifteen (15) days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the demised premises by Lessee. If the repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this Lease in effect with a proportional rent rebate to Lessee as provided for in this Lease. If the repairs cannot be made in sixty (60) days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.
11. **RIGHT OF ENTRY.** Lessor reserves the right to enter the demised premises at reasonable

times to inspect the demised premises, perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the demised premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the demised premises, or loss of occupation of the demised premises.

12. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE.

- A. Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the demised premises without the prior, express, and written consent of Lessor.
- B. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that, in the opinion of Lessor, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from Lessor to remove them, Lessor reserves the right to enter the demised premises and remove them at the expense of Lessee.

13. BUSINESS SALE SIGNS. Lessee shall not conduct "Going out of Business," "Lost Our Lease," "Bankruptcy," or other sales of similar nature on the demised premises without the prior written consent of Lessor.

14. NONLIABILITY OF LESSOR FOR DAMAGES. Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the demised premises during the term of this Lease or any extension of such term. Lessee shall defend and indemnify Lessor from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

15. INSURANCE.

- A. Lessee shall obtain, at its own expense, and maintain at all times during the term of this Lease, and shall require any consultant or contractor entering the Property on its behalf to obtain general liability insurance providing at least one million dollars (\$1,000,000) as a combined single limit (CSL) for property damage and bodily injury and two million dollars (\$2,000,000) aggregate. A certificate of general liability insurance must be provided to the Lessor prior to any use of the demised premises for the uses described in this Lease.
- B. All insurance required by the Lease must include the Lessor, its officers, agents, and employees as an additional insured and contain a waiver of subrogation endorsement.
- C. Lessee agrees to provide no less than thirty (30) days' written notice of cancellation for any material change in coverage.
- D. Lessee agrees to maintain automobile liability insurance in the amount of one million dollars (\$1,000,000) for bodily injury and property damage.
- E. Lessee shall maintain and provide a certificate of coverage to the Lessor of any

- Workers' Compensation and employers' liability insurance as required by Alaska law.
- F. Lessee shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Lease. Unless otherwise provided for in this Lease, Lessee shall maintain such insurance from the execution of this Lease until terminated and the demised premises fully restored.
 - G. All certificates and endorsements for any insurance Lessee is required to provide under this section shall be submitted to Lessor and attached to Exhibit A of this Lease.

16. PROPERTY INSURANCE.

- A. Lessor may elect to obtain property insurance for the leased building protecting its own financial interests. Lessee shall not be named or added as a co-insured on such policy nor provided any coverage.
- B. All property belonging to Lessee or others that is in, on or adjacent to the leased premises shall be there at the risk of the Lessee or of such other person only. Lessor and its officers and employees shall not be liable for any loss or damage to such property.

17. ASSIGNMENT, SUBLEASE OR LICENSE.

- A. Lessee shall not assign or sublease the demised premises, or any right or privilege connected with the demised premises, or allows any other person except agents and employees of Lessee to occupy the demised premises or any part of the demised premises without first obtaining the written consent of Lessor. Consent by Lessor shall not be consent to a subsequent assignment, sublease, or occupation by other persons.
- B. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate this Lease at the option of Lessor.
- C. The interest of Lessee in this Lease is not assignable by operation of law without the prior written consent of Lessor.

18. BREACH. The failure of Lessee to comply with each term and condition of this Lease, the appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, or any action taken or allowed to be taken by Lessee under any bankruptcy act, shall constitute a breach of this Lease. Lessee shall have ten (10) days following receipt of written notice from Lessor of any breach to correct the conditions specified in the notice. If the corrections cannot be made within the ten (10) day period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessee within ten (10) days after receipt of the notice and Lessee takes steps to correct the default as soon as reasonably practicable.

19. REMEDIES OF LESSOR FOR BREACH BY LESSEE. No right or remedy conferred by this Lease is intended to be exclusive of any other right or remedy provided by this Lease or by law. In addition to other rights and remedies provided by law, Lessor shall have the following remedies in the event Lessee breaches this Lease and fails to make corrections.

- A. Lessor may reenter the demised premises immediately and remove the property and personnel of Lessee, store the property in a public warehouse or at a place selected by

- Lessor, at the expense of Lessee.
- B. Upon reentry, Lessor may terminate this Lease on giving thirty (30) days' written notice of termination to Lessee. Without such notice, reentry will not terminate this Lease. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including, but not limited to, the cost of recovering the demised premises and the balance of the rent payments remaining due and unpaid under this Lease.
 - C. After reentry, Lessor may re-let the demised premises or any part of the demised premises to a new lessee for any term at such rent and on such terms as Lessor may choose. Lessor may make all reasonable alterations and repairs to the demised premises at Lessee's expense. The duties and liabilities of the parties if the demised premises are re-let shall be as follows:
 - 1. In addition to Lessee's liability to Lessor for breach of this Lease, Lessee shall be liable for all expenses of the re-letting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new lease and the rent installments that were due for the same period under this Lease.
 - 2. Lessor, at its option, shall have the right to apply the rent received from re-letting the premises (a) to reduce Lessee's indebtedness to Lessor under this Lease, not including indebtedness for rent, (b) to expenses of the re-letting and alterations and repairs made, (c) to rent due under this Lease, or (d) to payment of future rent under this Lease as it becomes due.
 - 3. If the new lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new lessee have been otherwise applied by Lessor as provided for in this section, and during any rent installment period, are less than the rent payable for the corresponding installment period under this Lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may, at any time after such re-letting, terminate this Lease for the breach on which Lessor based the reentry and re-let the demised premises.
 - D. After reentry, Lessor may procure the appointment of a receiver to take possession and rents and profits of the business of Lessee. If necessary to collect the rents and profits, the receiver may carry on the business of Lessee and take possession of the personal property used in the business of Lessee, including inventory, trade fixtures, and furnishings and use them in the business without compensating Lessee.

20. ATTORNEY FEES. If Lessor files an action to enforce any provision or term of this Lease, or for breach of any covenant or condition, Lessee shall pay Lessor all attorney's fees and costs reasonably incurred by Lessor to enforce this Lease.

21. INDEMNITY

Lessee shall defend, Indemnify and hold harmless Lessor, Including its elected and appointed officials, officers, employees, legal representatives, consultants, agents, and assigns from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, or otherwise), actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement, and

reasonable attorney's fees), charges, forfeitures, liens, and liabilities or losses of any nature or kind whatsoever, including, but not limited to, personal injury, property damage and wrongful death (collectively "claims"), arising or resulting directly or indirectly from (1) a breach of this Agreement by Lessee; (2) a misrepresentation by Lessee; (3) an act, negligent or intentional, or error, or omission of Lessee; or (4) Lessee's operations or use of the Dock or the Facilities; except to the extent that any portion of any such claim arises from an act or omission of the Lessor or arises from a structural defect in the Dock. For purposes of this section, "Lessee" shall include Lessee's officers, employees, agents, contractors, subcontractors, invitees, customers, or assigns, and their respective employees, agents, contractors, or subcontractors directly responsible to Lessee for any activity or services rendered on the demised premises. All the foregoing rights to indemnification shall survive the expiration, abandonment, termination, or early termination of this Lease.

22. CONDEMNATION

Eminent domain proceedings resulting in the condemnation of a part of the demised premises, but leaving the remaining premises usable by Lessee for the purposes of its business, will not terminate this Lease unless Lessor or Lessee, at its option, terminates this Lease by giving written notice of termination to the non-terminating party within 30 days of receiving notice of commencement of the eminent domain action. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate this Lease as to the portion of the demised premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the demised premises has been reduced for the business purposes of Lessee. Lessee assigns and transfers to Lessor any claim it may have to compensation for damages as a result of any condemnation.

23. LEASE NOT RENEWABLE

Lessee acknowledges this is the last renewal option under the original Lease Agreement signed in 2011. If Lessee desires to continue leasing the Premises, Lessee shall provide Lessor with written notice of request to enter into a new Lease Agreement at least one hundred eighty (180) days prior to the expiration of this Lease Agreement. Any new Lease Agreement shall be in accordance with the provisions of Bethel Municipal Code, section 4.08.030. There shall be no holdover period. At the expiration of this Lease Agreement, if no new Agreement has been reached, Lessee shall peaceably and quietly leave, surrender and yield up to Lessor all the Leased Premises on the last day of the term of the Lease Agreement subject to the provisions set out in Section 9 of this Agreement.

24. WAIVER

The waiver by either party by default in the performance of any term or provision of this Agreement will not be construed as a waiver of any subsequent default in the performance of any term or provision of this Agreement.

25. GOVERNING LAW

It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Alaska and the City of Bethel.

26. VENUE

The venue for any action brought to enforce this Lease shall be brought in the Superior Court for the Fourth Judicial District of the State of Alaska located at Bethel, Alaska or other state superior court as agreed to by the parties, or, if federal jurisdiction applies, in the United States District Court for the District of Alaska, located in Anchorage, Alaska.

27. ENTIRE AGREEMENT

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

28. MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

29. SEVERABILITY

If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected portion shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

30. UNDERSTANDING OF THE PARTIES

This Lease has been jointly negotiated and drafted by the parties and both parties have had the ability and opportunity to consult with legal counsel prior to execution of this Lease. In the event of a dispute arising out of this Lease, the terms of the Lease shall not be construed for or against either party. Each party states that they fully understand the same and signs this Lease as their own free act without any duress.

31. COUNTERPARTS

This Lease may be executed in counterparts, each of which shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

32. NOTICES

A. All notices, demands, or other writings that this Lease requires to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor
City of Bethel
Attn: City Manager
PO Box 1388
Bethel AK 99559-1388

To Lessee
Alaska Marine Lines
Attn: President
PO Box 24348
Seattle WA 98124-4348

With a Copy to:
City of Bethel
Attn: City Attorney
PO Box 1388
Bethel AK 99559-1388
Fax (907) 543-2936

- B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above-provided may be changed by written notice given by such party as above-provided.

33. BINDING EFFECT

This lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

34. TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this Lease.

35. PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

36. AUTHORITY

By signing this Lease, the undersigned represent that they are authorized to execute this Lease and bind the parties and their respective officers, directors, employees, agents, heirs, successors and assigns hereto, and that they have not assigned any claim covered by this release.

37. EFFECTIVE DATES

This Lease shall take effect on the date of both parties have executed this Lease. In the event the Lease is executed in counterparts, the Effective Date shall be the date upon which the final party to this Lease signs below.

In witness whereof, each party to this Lease has caused it to be executed on the date below.

LESSOR:
CITY OF BETHEL

LESSEE
ALASKA MARINE LINES

By: Ann K. Capela
City Manager
Date: _____

By: Michael Clevenger
Vice President of Operations
Date: _____

**Exhibit A to the
City of Bethel Port Facilities
Renewal Lease Agreement**

Certificate of Insurance

The certificate of insurance required by Lessee pursuant to Section 16 of the Lease Agreement shall be attached hereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Bev Wold		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
S33461-AML-GLWC-15-16	AML	Yes	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company		NAIC # 22667
INSURED Alaska Marine Lines, Inc. Lynden Incorporated PO Box 3757 Seattle, WA 98188		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** SEA-003018396-01 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDOG27627821	11/01/2015	11/01/2016	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WLR4812995A	11/01/2015	11/01/2016	X PER STATUTE	
			N/A				OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Bethel, its officers, agents and employees are included as additional insured as respects their interest in the operations of the named insured as required by written contract regarding general liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER City of Bethel 300 State Highway Bethel, AK 99559	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Beverly A. Wold <i>Beverly A. Wold</i>
--	--

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Workers' Compensation and Employers' Liability Policy

Named Insured LYNDEN INCORPORATED 18000 INTERNATIONAL BLVD, SUITE 800 SEATTLE WA 98188	Endorsement Number
Policy Period 11-01-2015 TO 11-01-2016	Policy Number Symbol: WLR Number: C4812995A
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 11-01-2015
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

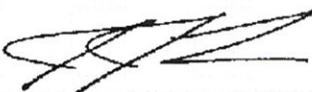
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent



**Change of Name and Billing Address for Northland Services, Inc. and
Aloha Cargo Transport**

Change of Billing Address for Naknek Barge Lines, LLC

March 16, 2014

Attn: Accounts Receivable/Billing Department/Credit Department

The purpose of this letter is to notify you of name and address changes required for payment of supplier invoices, effective immediately. Please ensure your branch locations are also aware of these changes. Your prompt attention to this matter will prevent payment delays.

Northland Services, Inc. joined the Lynden family of companies on November 1, 2013. Effective March 16, 2014, Northland Services, Inc. freight operations will now be provided by Alaska Marine Lines, Inc. (a Lynden company). Aloha Cargo Transport has changed its name to Aloha Marine Lines and will be operated as part of Alaska Marine Lines, Inc. Naknek Barge Lines, LLC will continue to operate unchanged.

Effective immediately, invoices formerly billed to Northland Services, Inc. or Aloha Cargo Transport should be invoiced to Alaska Marine Lines, Inc. at the address below. Invoices for Naknek Barge Lines, LLC should continue to be billed to Naknek Barge Lines, LLC but the billing address will change to the one below.

Billing Address for Alaska Marine Lines, Inc. and Naknek Barge Lines, LLC:

[Company Name]
Attn: Accounts Payable
PO Box 3996
Seattle, WA 98124-3996

If you can generate an electronic version of your invoice, rather than mailing that to us, email each invoice as a separate attachment to LyndenAPinvoices@Lynden.com.

Expedite your payment:

Lynden Accounts Payable offers suppliers the option to receive payment by Direct Deposit (ACH) into your bank account. Please complete the attached form and return it either by email to LyndenAP@Lynden.com or by mail to the address listed above.

If you have any questions regarding this communication, please contact our Accounts Payable Services at LyndenAP@lynden.com or call (206) 444-4255.

Thank you for your prompt attention to this request.

Lynden Accounts Payable



City of Bethel

Committees and Commissions

Recommendation to City Council

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

Committee/Commission: **Planning Commission**

Chairman: **Joy Shantz**

Date Submitted: **10-8-15**

Council Rep:

Issue: to renew the lease for the warehouse located at the City Dock, formerly the Northland warehouse, now dba Alaska Marine Lines.

Recommendation: To approve the renewal of the Alaska Marine Lines warehouse lease at the City Dock.

Other: Passed unanimously by the Planning Commission on Oct. 8, 2015

A handwritten signature in blue ink, appearing to be "JS", is written over the signature line.

Received by: _____
Date: _____

Introduced by: Mayor Robb
 Introduction Date: December 8, 2015
 Public Hearing: January 12, 2016

Action:
 Vote:

CITY OF BETHEL, ALASKA
ORDINANCE #15-14(a)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2016 Budget

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2016.

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

Budget Modification 16-01

	Increases	
10-56-642	Legal Services Budget for City Attorney	\$ 25,000.00
	Total Increases	\$ 25,000.00
	Decreases	
10-39-900	Undesignated Unreserved Fund Balance	\$ (25,000)
	Total Decreases	\$ (25,000.00)
TOTAL	Net Change to Appropriations	\$25,000

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

PASSED AND APPROVED THIS ___DAY OF JANUARY 2016 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

 Richard Robb, Mayor

 Lori Strickler, City Clerk



CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

Memorandum

To: Bethel City Council
Cc: Ann K. Capela
From: Hansel L Mathlaw, Finance Director
Date: December 2, 2015
Re: Justifications for Budget Modification Request

Listed below is an explanation for the budget modification requested in Ordinance #15-14A

The City Attorney's Office is requesting an increase to the budget of \$25,000 in order to supplement the now depleted legal assistance budget line item.

During the budget process, the city council was made aware that there were three matters which could become costly: one where the city attorney was conflicted out so it had to go to outside counsel (a personnel matter); an attempt by the department directors to unionize which required a specialist in labor organizations and the bankruptcy for the Omni Corporation (also requiring a specialist in bankruptcy). To date the union matter has taken a significant amount of resources, approximately \$33,000. While the trial is now completed and expenses are expected to reduce, the results of the trial are not known. Should the City not prevail, there will remain a lot of work to be done on the matter.

Introduced by:
Date: December 8, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 15-18

AUTHORIZATION TO TRANSFER OBSOLETE USED FURNITURE AND EQUIPMENT LOCATED AT THE BETHEL SENIOR CENTER TO ONC SENIOR CENTER PROGRAM

WHEREAS, Chapter 4.10 of the Bethel Municipal Code allows personal property, that is valued at five thousand dollars or less be disposed of upon such notice and terms considered reasonable by the city manager;

WHEREAS, the City Manager shall report all disposals to the City Council;

WHEREAS, City Manager has declared certain furniture and equipment located at the former Bethel Senior Center as no longer needed by the City or obsolete;

WHEREAS, Orutsararmiut Native Council (ONC) operated the Bethel City Senior Center at one time may have purchased some of this furniture and equipment;

WHEREAS, ONC has made it known to the City Manager that the new ONC Senior Center operation is in dire need to restore the use of this equipment to Bethel seniors;

WHEREAS, Bethel City Council desires to further support the ONC Senior Center operations by the following donation to ONC Senior Center, used: metal wire shelving, metal lockers, round table tops, 36" round tables, one conference room table, one exercise machine (walker), set of walking therapy bars, 2 filing cabinets and other small equipment.

NOW, THEREFORE, BE IT RESOLVED that Bethel City Council authorizes the City Manager to dispose of the obsolete furniture and equipment to ONC in the amount of \$1 (one dollar).

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

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Orutsararmiut Native Council
PO Box 927
Bethel, Alaska 99559
(907) 543-2608

November 30, 2015

Ann Capela
City of Bethel
PO BOX 1388
Bethel, Alaska 99559

RE: Government to Government Transfer Request

Ann,

I am writing to you, for your consideration to request materials that were left behind at the *Eddie Hoffman Chrissie Shantz adult day center*, located at *127 Atsaq Street*; to be transferred back to our *Orutsararmiut Native Council Senior Service* program.

I desire to have our request satisfy both of our organizations accountability requirements for transferring of materials. I would like to disclose my position and relationship with both entities. I am the director for senior services for ONC, as well as currently seated councilwoman, for the City of Bethel.

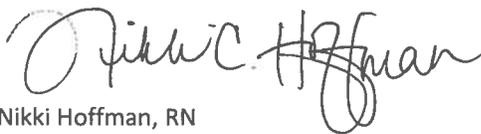
I believe that this request is tying up loose ends and finalizing our program move from our original facility, since it's inception in the 1970's, as you can imagine, our organization was overwhelmed with moving our supplies and finding storage for our materials. This move was under the direction of the previous program director, Minnie Fritts, as well as the previous executive director, Zack Brink. Our previous executive director was under the impression that the transfer of materials was negotiable, as soon as storage space was secured.

During our walk through of the original facility in October 2015, I noticed there are useful materials that are not being utilized by the City of Bethel, that were left in the building when our program vacated the facility on November 1, 2014. When our program vacated the facility, we transferred the entire building and materials to the City.

Our senior service program demonstrates a need for these materials and can utilize items such as: metal wire shelving, conference table, new unopened boxes of tables, metal locker, desks, and a treadmill. In addition to these requests we are seeking kitchen supplies such as mixing bowls or utensils (if any left). Attached are estimated fair market value of the similar item; these prices were researched on the internet.

Our program serves older Alaskans that demonstrate a need for our services, this transfer of materials would help alleviate our needs for these supplies. Our department is ready and willing to pick up the materials at your convenience. We appreciate your time, and look forward to working together, to serve our older Alaskans.

Respectfully,



Nikki Hoffman, RN
Senior Service Director

**Transfer of Senior Center Property and Buildings from
Orutsaramiut Native Council to City of Bethel**

1. On August 16, 2005 the City of Bethel transferred two (2) buildings currently known as the "Senior Center Building" and "Shop" to the Orutsaramiut Native Council (hereinafter "ONC") for use in providing services to low income seniors.
2. The transfer of the buildings included kitchen equipment, such as major appliances and other major and minor fixtures within the facility.
3. The buildings are located at Tract H, Turnkey 111 Housing Development, according to Plat 87-6, Bethel Recording District, Fourth Judicial District, State of Alaska.
4. On September 30, 2014, ONC will discontinue the use of the buildings and will vacate the premises.
5. Effective October 1, 2014, ONC will no longer have responsibility for insuring the buildings or for providing utilities and maintenance to the buildings and the City will take over all responsibilities of maintenance and care of the facilities.
6. ONC will leave behind all major appliances and fixtures that rightfully belong to the City and will leave the buildings' appliances and fixtures in reasonably good working order.
7. ONC and the City agree to work together to ensure the transfer of the equipment and fixtures is done equitably for both parties.
8. ONC is not aware of any environmental hazards that occurred on the property during the years that ONC was on the land and can confirm to the best of their knowledge the property is free and clear from environmental hazards.
9. Walkthroughs will be scheduled between ONC and the City prior to October 1, 2014 to facilitate the transfer of the buildings and rightful equipment and fixtures and confirm the transfer of the facility and the items therein are transferred in reasonable condition.
10. If an issue arises and the City or ONC becomes unsatisfied with the condition of the items transferred, both parties agree to work diligently and amenably to remedy the situation.



Zack Brink, Executive Director

Date: 9.30.14



Greg Moyer, Interim City Manager

Date: 9/18/14

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All wire shelving

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AmazonBasics 4-Shelf Shelving Unit - Chrome

by AmazonBasics

86 customer reviews

17 answered questions

#1 Best Seller in Bookcases

Price: \$54.99 & FREE Shipping. Details

In Stock

Ships from and sold by Amazon.com in easy-to-open packaging.

- 4-shelf shelving unit for your kitchen, office, garage, and more
 - Each shelf holds up to 350 pounds max (evenly distributed)
 - Wire shelves adjustable in 1-inch increments; no tools required
 - Durable steel construction with chrome finish; adjustable leveling feet
 - Measures 36x14x54 inches (LxWxH)
- See more product details

This item's packaging will indicate what is inside and cannot be hidden.

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Qty: 1

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Ship to:

ANCHORAGE, AK 99501

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Have one to sell?

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J-10

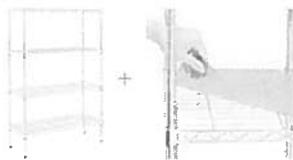
\$ 500

for the LOT

Home and Storage Essentials from AmazonBasics

Velvet Suit Hangers - 50 Pack \$24.99	Foldable Drying Rack - White \$21.99	9-Pair Shoe Rack \$24.99	3-Bag Laundry Sorter \$29.99

Frequently Bought Together



Total price: \$62.98

Add both to Cart

Add both to List

This Item: AmazonBasics 4-Shelf Shelving Unit - Chrome \$54.99

Seville Classics 2-Pack Shelf Liners \$7.99

Customers Who Bought This Item Also Bought



Roll over image to zoom in

8-10 TABLES

NOT CERTAIN WHICH THOSE ARE?

8-10 \$ 500 FOR THE LOT

OFM MT Series Collection Multi-Purpose 36" Round Table with Honeycomb Core, Oak Top and Silver Base

by OFM

9 customer reviews

List Price: \$423.00
 Price: \$209.99 & FREE Shipping
 You Save: \$213.01 (50%)

In Stock.

Ships from and sold by RA Supplies.

Color: Oak



- Elegant mesh base
- 1-1/4" high pressure laminate top
- 3mm edge banding
- 9-Year Guarantee on all orders

3 new from \$194.00

Share

Qty: 1

\$209.99 + Free Shipping
 In Stock. Sold by RA Supplies

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Ship to:
 ANCHORAGE, AK 99501

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Other Sellers on Amazon

3 new from \$194.00

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CYBER MONDAY DEALS WEEK
 In Office Products
 Shop now

Customers Who Viewed This Item Also Viewed

Page 1 of 6



OFM KMT36RD-OAK Round Multi-Purpose Table, Metal Mesh Base, 36", Oak
 1
 \$187.42



BUSH BUSINESS FURNITURE Bush Furniture Round Conference Table, Hansen
 18
 \$229.94



OFM XT36RD-MHGY Round Multi-Purpose Table, 36", Mahogany
 3
 \$203.71



Boss Mobile Round Table, 32-Inch, Cherry
 3
 \$129.42



Winsome Wood 29" Round Dining Table, Black w/Metal Leg
 51
 \$74.70

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Page 6 of 18 Start over



MFO 36" Round Natural Laminate Table Set with



MFO 60" Round Activity Table with Grey Thermal



Wildlife Lory Tropical Colourful Feather Parrot



Dogs Bulldogs Couple Leaves Thick Round

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All conference table

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Click to open expanded view

*1- VERY USED
DAMAGE TABLE
EST. \$150*

Preside Boat-Shaped Conference Table Top, 168 x 48, Mahogany

1 customer review

- \$1,256.95
- \$628.75 + \$69.00 shipping
- \$628.20 (50%)

OK.

Item sold by BisonOffice.

The boat-shaped conference tabletop is part of the HON Preside Laminite Conference Series that is designed to enhance collaboration from private offices to boardrooms. The modular, person-friendly tabletop offers a modular design that gives you the flexibility to infinitely expand your conference table as your company grows by adding Preside Adder Sections (not included).

- The slab base (not included) offers plenty of room for legs and knees
- Tabletop features a traditional edge and durable Mahogany laminate that is easy to clean and scratch-resistant
- The abrasion-resistant, stain-resistant, thermal-fused laminate covers a durable, 1-1/8" thick, solid-core, high-density particleboard that resists warping

13 new from \$523.14



Share

Qty: 1

\$628.75 + \$69.00 shipping
In Stock. Sold by BisonOffice

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Ship to:
ANCHORAGE, AK 99501

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Other Sellers on Amazon

\$523.14 Add to Cart

+ \$174.36 shipping
Sold by: Shoplet

\$665.08 Add to Cart

+ \$67.99 shipping
Sold by: Office Supply Inc

\$648.43 Add to Cart

+ \$86.42 shipping
Sold by: PLEXSUPPLY

13 new from \$523.14

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Page 1 of 22



Multitable Electric Standing Desk with 24x28 Table Top - Electric Adjust...
\$719.00



BUSH BUSINESS FURNITURE Bush Furniture Racetrack Conference Table.
(4)
\$370.34 (50 19/oz)



SINGCALL Wireless Calling System, Service System, Call Waiter, Call...
\$189.99



Burnt Strand Laminite T-Leg Conference Table with Silver Legs - 117"W - ...
\$809.00



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Click to open expanded view

Standard Metal Locker Triple Tier 3 Feet Wide 5 Feet High 15 Inches Deep Unassembled, Gray

by Salsbury Industries
2 customer reviews

List Price: \$395.00
Price: \$356.61 & FREE Shipping. Details
You Save: \$38.39 (10%)

Only 10 left in stock (more on the way).

Ships from and sold by Amazon.com.

- Assembled Dimension: 36" W x 66" H x 15" D
- Compartment Dimensions: (9) - 12" W x 20" H x 15" D
- Each locker compartment features 3 single wall hooks and a double ceiling hook
- Each locker compartment includes a lift up handle and recessed hasp for added security and can accommodate combination padlocks or key padlocks
- Built-in combination or key locks and electronic locks are available as option and are factory installed when purchased together with the locker

> See more product details

3 new from \$356.61

This item's packaging will indicate what is inside and cannot be hidden.

Share

Qty: 1

Scheduled delivery
Delivery will be scheduled during checkout. Signature required.

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ANCHORAGE, AK 99501

Add to List

Other Sellers on Amazon

\$478.77 Add to Cart

+ Free Shipping

Sold by: stores123

3 new from \$356.61

Have one to sell? Sell on Amazon

①

\$200



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Salsbury Industries
63352TN-U Triple Tier
3-Inch Wide 5-Foot High
12-Inch Deep
Unassembled Standard
\$343.18



Salsbury Industries
65152GY-U Five Tier Box
Style 1-Inch Wide 5-Foot
High 12-Inch Deep
8
\$151.25



Salsbury Industries
65152TN-U Five Tier Box
Style 1-Inch Wide 5-Foot
High 12-Inch Deep
6
\$141.82



Salsbury Industries
65352GY-U Five Tier Box
Style 3-Inch Wide 5-Foot
High 12-Inch Deep
3
\$515.67

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Weslo Cadence G 5.9 Treadmill

Weslo
1,323 customer reviews
529 answered questions

list Price: ~~\$449.99~~
Price **\$287.00 & FREE Shipping**. Details
You Save **\$162.99 (36%)**

Stock.
Items from and sold by Amazon.com.

Space saver design. This treadmill can fold up.
Six personal trainer workouts.
Two-position incline.
Comfortable cushioning.

new from \$230.00

Share

Qty: 1

Include 2-Year Protection for \$26.44

Add to Cart

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Ship to:
ANCHORAGE, AK 99501

Add to List

Other Sellers on Amazon

\$364.69 + Free Shipping
Sold by: SWD LLC [Add to Cart](#)

\$387.40 + Free Shipping
Sold by: Milliondollardealz [Add to Cart](#)

\$387.45 + Free Shipping
Sold by: AppleClover [Add to Cart](#)

27 new from \$230.00

Sponsored by Conquer



Conquer Vertical Climber Fitness Climbing Machine (131)
~~\$249.95~~ \$119.95

Ad feedback

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\$150 - if IT WORKS.



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- LifeSpan Fitness 100% Silicone Treadmill Belt Lubricant \$14.99

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Page 1 of 7



Stamina Fold-to-Fit Folding Equipment Mat (84-Inch by 36-Inch)

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\$22.09



LifeSpan Fitness 100% Silicone Treadmill Belt Lubricant

412

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Chapter 4.10 DISPOSAL OF PERSONAL PROPERTY OF THE CITY

Sections:

- [4.10.010](#) Disposal of city-owned personal property valued at five thousand dollars (\$5,000) or less.
- [4.10.020](#) Disposal of city-owned personal property valued at more than five thousand dollars (\$5,000).
- [4.10.030](#) Surplus stock.
- [4.10.040](#) Certificate of sale.

4.10.010 Disposal of city-owned personal property valued at five thousand dollars (\$5,000) or less.

Personal property, other than surplus stock, that is valued at five thousand dollars (\$5,000) or less may be disposed of upon such notice and terms considered reasonable by the city manager, including Internet sales, taking into consideration the value of the article, the reason for the disposal and the general preference of disposal by competitive bid. The city manager shall report all disposals of personal property valued at five thousand dollars (\$5,000) or less to the city council. [Ord. 11-03 § 2; Ord. 95-28 § 3; Ord. 95-20 § 3.]

4.10.020 Disposal of city-owned personal property valued at more than five thousand dollars (\$5,000).

A. Personal property no longer needed for municipal purposes and valued at more than five thousand dollars (\$5,000) shall be disposed of in one (1) or more of the following manners:

1. By public outcry auction to the highest bidder;
2. By public sealed bid auction to the highest bidder;
3. To the best qualified proposer who responds to a request for proposals to acquire the property;
4. To an educational, religious, charitable or nonprofit association or corporation providing service to residents of Bethel;
5. To the United States, the state of Alaska, or an Alaska municipal corporation or any agency or department thereof; or
6. By Internet sales sites, including auction sites or non-auction sites.

B. The city council shall, by resolution, determine which method or methods specified in this section shall be used to dispose of personal property valued at more than five thousand dollars (\$5,000). [Ord. 11-03 § 2; Ord. 95-28 § 3; Ord. 95-20 § 3.]



4.10.030 Surplus stock.

A. All city departments shall submit to the city manager, at all times and in such form as he or she shall prescribe, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped.

B. The city manager may transfer surplus stock between departments.

C. The city manager may sell, trade or exchange surplus or obsolete supplies, materials and equipment following adoption of a city council resolution declaring the supplies, materials or equipment obsolete and/or surplus. Sales of more than five thousand dollars (\$5,000) in any one (1) transaction shall be made pursuant to BMC [4.10.020](#). [Ord. 95-28 § 3; Ord. 95-20 § 3.]

4.10.040 Certificate of sale.

Upon full receipt of payment, the city manager shall issue a certificate of sale for the purchases made under this chapter. [Ord. 95-28 § 3; Ord. 95-20 § 3.]

The Bethel Municipal Code is current through Ordinance 15-28, passed September 22, 2015.

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

City Website: <http://www.cityofbethel.org/>
(<http://www.cityofbethel.org/>)
City Telephone: (907) 543-2087
Code Publishing Company
(<http://www.codepublishing.com/>)

City of Bethel Action Memorandum

Action memorandum No.	15-54		
Date action introduced:	December 8, 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 Joan P. Dewey to the Public Safety and Transportation Commission.

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

Attachment(s): None

Amount of fiscal impact		Account information:
X	No fiscal impact	

Action memorandum 15-54 is sponsored by the Mayor at the request of the City Clerk.

Joan P. Dewey has requested re-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, 2018.

The Public Safety and Transportation Commission has one full member vacancy and two alternate vacancies.

City of Bethel Action Memorandum

Action memorandum No.	AM 15-55		
Date action introduced:	12-8-2015	Introduced by:	City Manager Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title

Approve the selection of the firm, Carmen Jackson, CPA, to provide accounting services to the City of Bethel as needed from date of award until June 30, 2020.

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

Attachment(s): None.

Amount of fiscal impact:		Account information:
	No fiscal impact	
Varies by use of services	Funds are budgeted for.	10-53-640
	Funds are not budgeted. Budget modification is required.	

Summary Statement

The City went out to bid to establish an approved list of accounting firms from which the City could request accounting services over a five-year period. The firms would be listed in order by score and contacted for service in the same order. If the top firm was unavailable or declined the work request, the City would contact the second listed firm to arrange service, and if that firm declined, the third firm would be contacted. In this particular case, only one accounting firm responded to the City's RFP: Carmen Jackson, CPA. The firm appears qualified and of adequate size to meet the City's need.

Proposal score totals:

Carmen Jackson, CPA (77, 95)



phone 907-232-2671

email carmenjackson@cpa.com



Profile

Results

We work with you on a personal level to determine the best solutions for your unique needs, then leverage our seasoned expertise to achieve the best possible results.

Relationships

We are your trusted partner in success. Our firm is large enough to offer a full range of professional services at a fair price, but small enough to give you the individual attention that you deserve.

Relief

Rest assured that when a need arises, our firm is ready and capable to handle everything for you so you can focus on what matters most to you.

Staff Profiles

Meet Carmen Jackson, CPA



Carmen Jackson, CPA

Carmen Jackson, a Certified Public Accountant located in Wasilla, Alaska. Living in Alaska her entire life, she's had the opportunity to travel throughout this great state. As a child, Carmen spent nearly five years living on the Kuskokwim River in Aniak. In college, she participated in the Volunteer Income Tax Assistance Program with the University of Alaska Anchorage and the Small Business Development Center. During her first season in this program, she was able to travel to a couple small villages outside of Bethel. The following season, Carmen was asked to return as a supervisor, and she thoroughly enjoyed assisting the village people and exposing students to in Rural Alaska.

After college, Karen Rogers of Altman, Rogers & Company CPA's, hired Carmen as Staff Accountant, and she had the opportunity to further travel in Rural Alaska providing financial services to individuals, non-profits, and corporations. For 7.5 years, beginning in 2006, Carmen worked as Director of Financial Services at Mat-Su Health Services, Inc., a Federally Qualified Health Center funded by the State of Alaska Department of Behavior Health that provides integrated medical and behavioral health care. Since then, she has come to realize that Rural Alaska is where she wants to focus most of her work, which is why she started my own practice providing consulting services to this population.

City of Bethel Action Memorandum

Action memorandum No.	15-56		
Date action introduced:	December 8, 2015	Introduced by:	Council Member Nikki Hoffman
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION: Direct Administration to review the potential incorporation of a Borough in the Kuskokwim Region; including collaboration with regional agencies, State of Alaska, cities, villages and tribal governments in the creation of a Committee to pursue a "Borough" incorporation possibly within the Bethels Census area.

Route to:	Department/Individual:	Initials:	Remarks:
X	City Manager Capela	<i>AKC</i>	

Attachment(s): Alaska Statutes 29.05.031; 29.05.060; Model Borough Boundaries Study from the Local Boundary Commission, 1997, Page 17; Local Boundary Commission, Municipal Boundary Change petition Procedures;

Amount of fiscal impact		Account information:
Unknown	It will take time for administrative review and coordination.	Various

"Borough incorporation" means the creation of a regional municipal government to provide government and services at the regional level. Article X, Section 3 of Alaska's constitution provides that each borough must embrace an area and population with common interests to the maximum degree possible.

There are four types of organized boroughs in Alaska, with some differences in how they are organized and varying powers and duties.

All organized boroughs are required to provide:

1. Education. One School District forms for the borough. The local contribution to support education comes from the borough and all its citizens.

2. Land Use Planning. The borough is responsible for regional planning, platting and land use regulation. If a city that exercises planning and zoning wishes to continue to do so and the borough agrees, the city and borough can sign a memorandum of agreement delegating planning within the city boundaries to the city.

3. Taxation. It is the borough's duty to levy and collect borough and city taxes. When the borough collects city taxes levied within a city, it must return 100% of the revenue collected to the city (AS 29.35.170). This relieves cities of some financial burden. (Cities

City of Bethel Action Memorandum

Action memorandum No.	15-56		
Date action introduced:	December 8, 2015	Introduced by:	Council Member Nikki Hoffman
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

can levy whatever taxes they see fit and the borough must collect them, unless the two sign an agreement to allow the city to continue collecting the tax rather than the borough.) Along with the ability to levy and collect taxes comes the opportunity for boroughs to issue bonds to fund infrastructure, facility, and economic development projects in the borough. In addition to these requirements, each class of borough government has broad authority to exercise other powers (some subject to voter approval) dependent on the type of borough (see attachment Powers and Duties of Organized Boroughs).

Process for establishing Incorporated Borough:

1. Filing a Petition. A petition must be filed with the Local Boundary Commission (Commission) which would include:

For a borough or unified municipality, based on the number who voted in the respective areas in the last general election, the signature and resident address of 15 percent of the voters in the area of the proposed borough or unified municipality outside home rule and first class cities. For a first class borough or unified municipality, the petition must include a designation of areawide powers to be exercised. For a second class borough, the petition must include a designation of areawide and nonareawide powers to be exercised.

2. Public Review. After acceptance of the petition by the Commission, the petitioner would publish, post and mail notices that the petition has been accepted for filing, and the public can submit comments.

3. Analysis. Public meetings to address petition, preliminary and final reports are prepared by the Commission staff.

4. Public Review. Public hearings and decisional meetings are required on the final report, then a written decision can be provided by the Commission.

5. Implementation. Election would be conducted by the State on the petition.

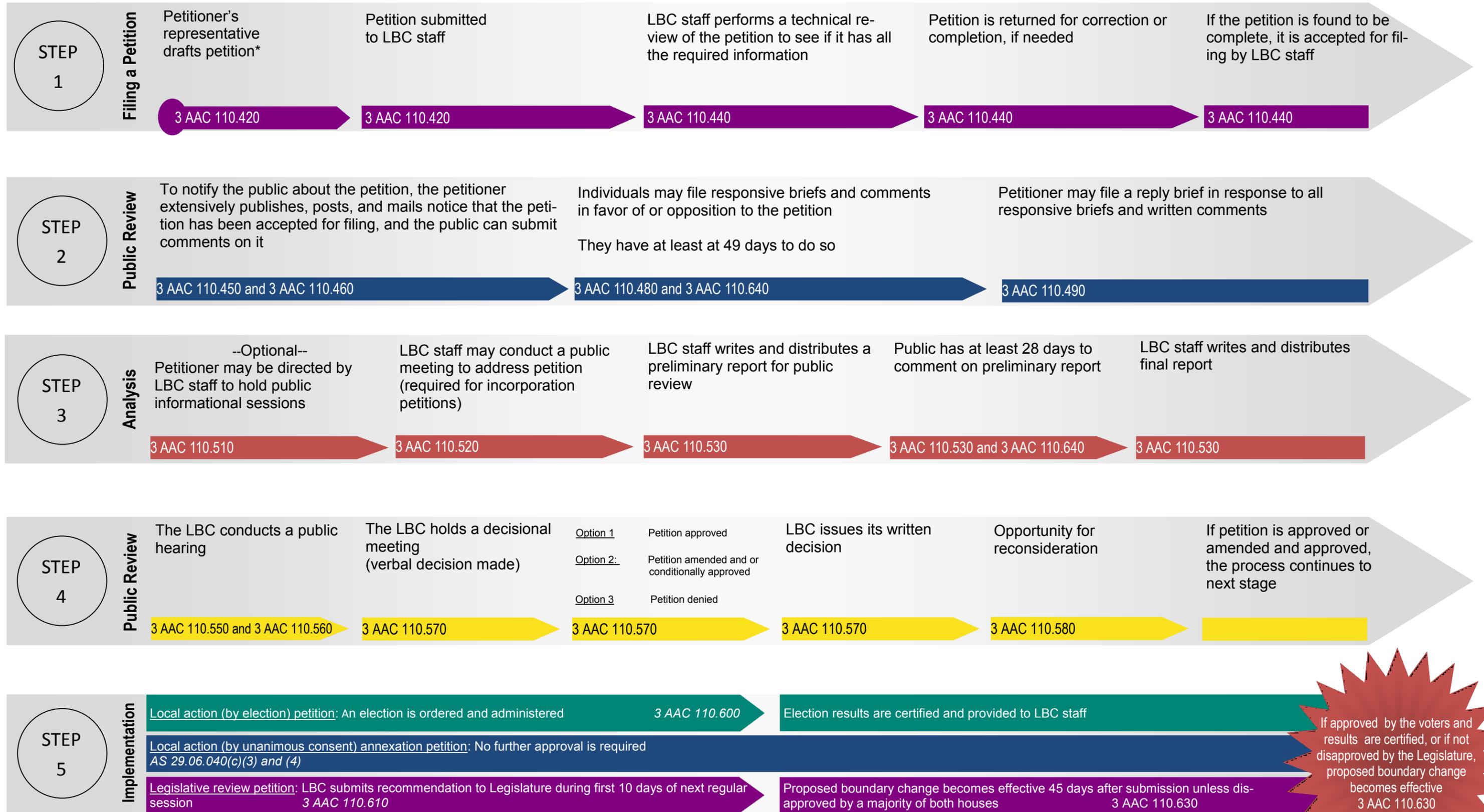
POWERS AND DUTIES OF ORGANIZED BOROUGHS

POWER	UNIFIED MUNICIPALITY AND HOME RULE BOROUGH	FIRST CLASS BOROUGH	SECOND CLASS BOROUGH
Public Education (education powers have been broadly interpreted by the Ak Dept of Law)	The borough or unified municipality must provide the service areawide in accordance with AS 14.	Same as for a home rule borough.	Same as for a home rule borough.
Planning, Platting & Land Use Regulation	The borough or unified municipality must exercise the powers areawide, but not necessarily in accordance with AS 29.40.	The borough must exercise the powers areawide; in accordance with AS 29.40; the borough may allow cities to assume such powers within their boundaries	Same as for a first class borough.
Provide Transportation Systems, Water & Air Pollution Control, Animal Regulation	Determined by charter or ordinance.	May be exercised on an areawide, nonareawide or service area basis by ordinance.	May be exercised on an areawide or nonareawide basis by ordinance; approval from voters or property owners required for service area powers.
Licensed Day Care Facilities	Determined by charter or ordinance.	May be exercised on an areawide, nonareawide or service area basis by ordinance.	May be exercised on an areawide basis by ordinance; voter approval required for exercise on a nonareawide or service area basis.
Regulate Fireworks, Provide Solid & Septic Waste Disposal, Housing Rehabilitation, Economic Development, Roads & Trails, EMS Communications, Regulate Motor Vehicles and Development Projects	Determined by charter or ordinance	May be exercised areawide upon approval of areawide voters or by transfer of powers from all cities; may be exercised by ordinance on a nonareawide or service area basis.	May be exercised areawide upon approval of areawide voters; or by transfer of powers from all cities; may be exercised by ordinance on a nonareawide basis; may be exercised on a service area basis with voter approval
Hazardous Substance Control	Determined by charter or ordinance	Same as above.	Same as above.
Other Powers Not Prohibited	Determined by charter or ordinance	Same as above.	May be exercised areawide upon approval of areawide voters; or by transfer of powers from all cities and approval of nonareawide voters; may be exercised nonareawide upon approval of nonareawide voters; may be exercised on a service area basis with voter approval

**TABLE 2 - Continued
POWERS AND DUTIES OF ORGANIZED BOROUGHS**

POWER	UNIFIED MUNICIPALITY AND HOME RULE BOROUGH	FIRST CLASS BOROUGH	SECOND CLASS BOROUGH
Property Tax	Limited to 30 mills except where a higher levy is necessary to avoid default on debt; voter approval to levy property taxes is required by some charters	Same as home rule except there is no charter. Still some general law boroughs have more limited taxing authority established by local action.	Same as for a first class borough.
Sales Tax	The rate of levy may be limited by charter and voter approval to levy sales taxes may be required by charter.	No limit exists on the rate of levy; however, voter approval is required to levy sales taxes.	Same as for a first class borough.
Assembly composition and apportionment	Flexible; determined according to AS 29.20.060 - 29.20.120	Same as for a home rule borough.	Same as for a home rule borough.
Election and Term of Mayor	Established by charter or ordinance.	Elected at large for a 3 year term, unless a different term not to exceed 4 years is provided by ordinance.	Same as for a first class borough.
Vote by Mayor	Established by charter or ordinance.	may vote to break a tie vote only if the borough has a manager form of government	Same as for a first class borough.
Veto Power of the Mayor	Generally determined by charter, except veto not permitted of ordinance prohibiting possession of alcohol.	generally has veto power, except veto not permitted of ordinance prohibiting possession of alcohol.	Same as for a first class borough.
Ability to Attain Home Rule Status	Already has home rule status.	Voters may adopt home rule charter.	Same as for a first class borough.

Municipal Boundary Change Petition Procedures—Local Boundary Commission



*Legislative review annexations petitions require petitioner to hold a hearing before filing petition per 3 AAC 110 425

Sec. 29.05.031. Incorporation of a borough or unified municipality.

(a) An area that meets the following standards may incorporate as a home rule, first class, or second class borough, or as a unified municipality:

(1) the population of the area is interrelated and integrated as to its social, cultural, and economic activities, and is large and stable enough to support borough government;

(2) the boundaries of the proposed borough or unified municipality conform generally to natural geography and include all areas necessary for full development of municipal services;

(3) the economy of the area includes the human and financial resources capable of providing municipal services; evaluation of an area's economy includes land use, property values, total economic base, total personal income, resource and commercial development, anticipated functions, expenses, and income of the proposed borough or unified municipality;

(4) land, water, and air transportation facilities allow the communication and exchange necessary for the development of integrated borough government.

(b) An area may not incorporate as a third class borough.

Sec. 29.05.060. Petition. Municipal incorporation is proposed by filing a petition with the department. The petition must include the following information about the proposed municipality:

(1) class;

(2) name;

(3) boundaries;

(4) maps, documents, and other information required by the department;

(5) composition and apportionment of the governing body;

(6) a proposed operating budget for the municipality projecting sources of income and items of expenditure through the first full fiscal year of operation;

(7) for a borough or unified municipality, based on the number who voted in the respective areas in the last general election, the signature and resident address of 15 percent of the voters in

(A) home rule and first class cities in the area of the proposed borough or unified municipality; and

(B) the area of the proposed borough or unified municipality outside home rule and first class cities;

(8) for a first class borough or unified municipality, a designation of areawide powers to be exercised;

(9) for a second class borough, a designation of areawide and nonareawide powers to be exercised;

(10) for a first class, second class, or home rule city, a designation of the powers to be exercised;

(11) for a first class or home rule city, based on the number who voted in the area in the last general election, the signatures and resident addresses of 50 voters in the proposed city or of 15 percent of the voters in the proposed city, whichever is greater;

(12) for a second class city, based on the number who voted in the area in the last general election, the signatures and resident addresses of 25 voters in the proposed city or of 15 percent of the voters in the proposed city, whichever is greater;

(13) for a home rule city, home rule borough, or unified municipality, a proposed home rule charter.

Sec. 29.05.110. Incorporation election.

(a) The Local Boundary Commission shall immediately notify the director of elections of its acceptance of an incorporation petition. Within 30 days after notification, the director of elections shall order an election in the proposed municipality to determine whether the voters desire incorporation and, if so, to elect the initial municipal officials. If incorporation is rejected, no officials are elected. The election shall be held not less than 30 or more than 90 days after the date of the election order. The election order must specify the dates during which nomination petitions for election of initial officials may be filed.

(b) A qualified voter who is registered to vote within the proposed municipality at least 30 days before the date of the election order may vote.

(c) Areawide borough powers included in an incorporation petition are considered to be part of the incorporation question. In an election for the incorporation of a second class borough, each nonareawide power to be exercised is placed separately on the ballot. Adoption of a nonareawide power requires a majority of the votes cast on the question, and the vote is limited to the qualified voters who are registered to vote in the proposed borough but outside all cities in the proposed borough.

(d) A home rule charter included in an incorporation petition under AS 29.05.060(13) is considered to be part of the incorporation question. The home rule charter is adopted if the voters approve incorporation of the city, borough, or unified municipality.

(e) The director of elections shall supervise the election in the general manner prescribed by AS 15 (Election Code). The state shall pay all election costs under this section.

(f) In this section, "qualified voter" has the meaning given in AS 15.80.010.

3 AAC 110.045. Relationship of interests

(a) On a regional scale suitable for borough government, the social, cultural, and economic characteristics and activities of the people in a proposed borough must be interrelated and integrated in accordance with AS 29.05.031(a)(1) and art. X, sec. 3, Constitution of the State of Alaska. In this regard, the commission may consider relevant factors, including the (1) compatibility of urban and rural areas within the proposed borough; (2) compatibility of economic lifestyles and industrial or commercial activities; (3) existence throughout the proposed borough of customary and simple transportation and communication patterns; (4) extent and accommodation of spoken language differences throughout the proposed borough; and (5) existence throughout the proposed borough of organized volunteer services such as fire departments or other emergency services. (b) Repealed 1/9/2008. (c) The communications media and the land, water, and air transportation facilities throughout the proposed borough must allow for the level of communications and exchange necessary to develop an integrated borough government in accordance with AS 29.05.031(a)(4) and art. X, sec. 3, Constitution of the State of Alaska. In this regard, the commission may consider relevant factors, including (1) transportation schedules and costs; (2) geographical and climatic impediments; (3) telephonic and teleconferencing facilities; and (4) electronic media for use by the public. (d) In determining whether communications and exchange patterns are sufficient, the commission may consider whether (1) all communities within a proposed borough are connected to the proposed borough seat by a public roadway, regular scheduled airline flights on at least a weekly basis, regular ferry service on at least a weekly basis, a charter flight service based in the proposed borough, other customary means of travel including boats and snow machines, or sufficient electronic media communications; and (2) communications and exchange patterns will adequately facilitate interrelationships and integration of the people in the proposed borough.

3 AAC 110.050. Population

(a) The population of a proposed borough must be sufficiently large and stable to support the proposed borough government in accordance with AS 29.05.031(a)(1) and art. X, sec. 3, Constitution of the State of Alaska. In this regard, the commission may consider relevant factors, including (1) census enumerations; (2) durations of residency; (3) historical population patterns; (4) seasonal population changes; (5) age distributions; (6) contemporary and historical public school enrollment data; and (7) nonconfidential data from the Department of Revenue regarding applications under AS 43.23 for permanent fund dividends. (b) In determining whether the population of a proposed borough is sufficiently large and stable to support the proposed borough government, the commission will presume that a minimum of 1,000 permanent residents is required unless specific and persuasive facts are presented showing that a lesser number is adequate.

3 AAC 110.055. Resources

In accordance with AS 29.05.031(a)(3), the economy of a proposed borough must include the human and financial resources necessary to provide the development of

essential municipal services on an efficient, cost-effective level, In this regard, the commission (1) will consider (A) the reasonably anticipated functions of the proposed borough; (B) the reasonably anticipated expenses of the proposed borough; (C) the ability of the proposed borough to generate and collect revenue at the local level; (D) the reasonably anticipated income of the proposed borough; (E) the feasibility and plausibility of the anticipated operating and capital budgets of the proposed borough through the period extending one full fiscal year beyond the reasonably anticipated date (i) for receipt of the final organization grant under AS 29.05.190; (ii) for completion of the transition set out in AS 29.05.130 - 29.05.140 and 3 AAC 110.900; and (iii) on which the proposed borough will make its first full local contribution required under AS 14.17.410(b)(2); (F) the economic base of the area within the proposed borough; (G) valuations of taxable property within the proposed borough; (H) land use within the proposed borough; (I) existing and reasonably anticipated industrial, commercial, and resource development for the proposed borough; and (J) personal income of residents within the proposed borough; and (2) may consider other relevant factors, including (A) the need for and availability of employable skilled and unskilled persons to serve the proposed borough government; and (B) a reasonably predictable level of commitment and interest of the population in sustaining a borough government.

3 AAC 110.060. Boundaries

(a) In accordance with AS 29.05.031(a)(2) and art. X, sec. 3, Constitution of the State of Alaska, the boundaries of a proposed borough must conform generally to natural geography, must be on a regional scale suitable for borough government, and must include all land and water necessary to provide the full development of essential municipal services on an efficient, cost-effective level. In this regard, the commission may consider relevant factors, including (1) land use and ownership patterns; (2) ethnicity and cultures; (3) repealed 1/9/2008; (4) existing and reasonably anticipated transportation patterns and facilities; (5) natural geographical features and environmental factors; (6) repealed 1/9/2008; and (7) existing and reasonably anticipated industrial, commercial, and resource development within the proposed borough. (b) When reviewing the boundaries proposed in a petition for borough incorporation, the commission may consider (1) model borough boundaries for the area within the proposed borough; (2) regional boundaries, including (A) boundaries of one or more regional educational attendance areas existing in that proposed borough area; (B) federal census area boundaries; (C) boundaries established for regional Native corporations under 43 U.S.C. 1601 - 1629h (Alaska Native Claims Settlement Act); and (D) boundaries of national forests; (3) whether the proposed borough will embrace an area and population with common interests to the maximum degree possible; (4) whether the proposed borough promotes maximum local self-government, as determined under 3 AAC 110.981; (5) whether the proposed borough promotes a minimum number of local government units, as determined under 3 AAC 110.982 and in accordance with art. X, sec. 1, Constitution of the State of Alaska; and (6) whether the proposed borough boundaries are the optimum boundaries for that region in accordance with art. X, sec. 3, Constitution of the State of Alaska. (c) Repealed

1/9/2008. (d) Absent a specific and persuasive showing to the contrary, the commission will presume that an area proposed for incorporation that is noncontiguous or that contains enclaves does not include all land and water necessary to allow for the full development of essential municipal services on an efficient, cost-effective level. (e) If a petition for incorporation of a proposed borough describes boundaries overlapping the boundaries of an existing organized borough, the petition for incorporation must also address and comply with all standards and procedures for detachment of the overlapping boundaries from the existing organized borough. The commission will consider that petition for incorporation as also being a detachment petition. (f) The boundaries of a borough may not include only a portion of the territory of an existing city government. (g) Requirements relating to limitation of community, as set out in 3 AAC 110.040(b), do not apply to boroughs.

3 AAC 110.065. Best interests of state

In determining whether incorporation of a borough is in the best interests of the state under AS 29.05.100(a), the commission may consider relevant factors, including whether incorporation (1) promotes maximum local self-government, as determined under 3 AAC 110.981; (2) promotes a minimum number of local government units, as determined under 3 AAC 110.982 and in accordance with art. X, sec. 1, Constitution of the State of Alaska; (3) will relieve the state government of the responsibility of providing local services; and (4) is reasonably likely to expose the state government to unusual and substantial risks as the prospective successor to the borough in the event of the borough's dissolution.

3 AAC 110.067. Applicability

The provisions of 3 AAC 110.045 - 3 AAC 110.065 apply to a petition for borough incorporation using either (1) the legislative review method provided in art. X, sec. 12, Constitution of the State of Alaska; or (2) the local option methods provided in AS 29.05.

Coordinates: 60°45′N 160°30′W﻿ / ﻿

Bethel Census Area, Alaska

From Wikipedia, the free encyclopedia

Bethel Census Area is a census area located in the U.S. state of Alaska. As of the 2010 census, the population is 17,013.^[1] It is part of the unorganized borough and therefore has no borough seat. Its largest community by far is the city of Bethel, which is also the largest city in the entire Unorganized Borough.



Contents

- 1 Geography
 - 1.1 Adjacent boroughs and census areas
 - 1.2 National protected areas
- 2 Demographics
- 3 Communities
 - 3.1 Cities
 - 3.2 Census-designated places
 - 3.3 Unincorporated communities
- 4 See also
- 5 References
- 6 External links

Geography

According to the U.S. Census Bureau, the census area has a total area of 45,504 square miles (117,850 km²), of which 40,570 square miles (105,100 km²) is land and 4,934 square miles (12,780 km²) (10.8%) is water.^[2] Its territory includes the large offshore Nunivak Island in the Bering Sea.

Adjacent boroughs and census areas

- Kusilvak Census Area, Alaska - northwest
- Yukon-Koyukuk Census Area, Alaska - north
- Matanuska-Susitna Borough, Alaska - east
- Kenai Peninsula Borough, Alaska - southeast
- Lake and Peninsula Borough, Alaska - south
- Dillingham Census Area, Alaska - south

National protected areas

- Alaska Maritime National Wildlife Refuge (part of the Bering Sea unit)
 - Bering Sea Wilderness
- Lake Clark National Park and Preserve (part)
 - Lake Clark Wilderness (part)
- Togiak National Wildlife Refuge (part)
 - Togiak Wilderness (part)
- Yukon Delta National Wildlife Refuge (part)
 - Nunivak Wilderness

Demographics

As of the census^[8] of 2000, there were 16,006 people, 4,226 households, and 3,173 families residing in the census area. The population density was 0 people per square mile (0/km²). There were 5,188 housing units at an average density of 0/sq mi (0/km²). The racial makeup of the census area was

Historical population

Census	Pop.	%±
--------	------	----

12.53% White, 0.38% Black or African American, 81.93% Native American, 1.05% Asian, 0.06% Pacific Islander, 0.19% from other races, and 3.85% from two or more races. 0.87% of the population were Hispanic or Latino of any race.

There were 4,226 households out of which 51.00% had children under the age of 18 living with them, 50.20% were married couples living together, 15.20% had a female householder with no husband present, and 24.90% were non-families. 19.90% of all households were made up of individuals and 2.80% had someone living alone who was 65 years of age or older. The average household size was 3.73 and the average family size was 4.41.

In the census area the population was spread out with 39.80% under the age of 18, 9.70% from 18 to 24, 28.90% from 25 to 44, 16.40% from 45 to 64, and 5.20% who were 65 years of age or older. The median age was 25 years. For every 100 females there were 113.20 males. For every 100 females age 18 and over, there were 112.80 males.

Bethel Census Area is one of only 38 county-level census divisions of the United States where the most spoken language is not English and one of only 3 where it is neither English nor Spanish. 63.14% of the population speak a Yupik language at home, followed by English at 34.71%.^[9]

Communities

Cities

- Akiak
- Aniak
- Bethel
- Chefornak
- Chuathbaluk
- Eek
- Goodnews Bay
- Kwethluk
- Lower Kalskag
- Mekoryuk
- Napakiak
- Napaskiak
- Nightmute
- Nunapitchuk
- Platinum
- Quinhagak
- Toksook Bay
- Upper Kalskag

Census-designated places

- Akiachak
- Atmautluak
- Crooked Creek
- Kasigluk
- Kipnuk
- Kongiganak
- Kwigillingok
- Lime Village
- Mertarvik
- Newtown
- Oscarville
- Red Devil
- Sleetmute
- Stony River
- Tuluksak
- Tuntutuliak
- Tununak

Unincorporated communities

- Crow Village
- Georgetown
- Napaimute
- Umkumiute

See also

- List of Airports in the Bethel Census Area

References

- "State & County QuickFacts". United States Census Bureau. Retrieved May 18, 2014.
- "US Gazetteer files: 2010, 2000, and 1990". United States Census Bureau. 2011-02-12. Retrieved 2011-04-23.
- "Annual Estimates of the Resident Population for Incorporated Places: April 1, 2010 to July 1, 2014". Retrieved June 4, 2015.
- "U.S. Decennial Census". United States Census Bureau. Retrieved May 18, 2014.
- "Historical Census Browser". University of Virginia Library. Retrieved May 18, 2014.

6. "Population of Counties by Decennial Census: 1900 to 1990". United States Census Bureau. Retrieved May 18, 2014.
7. "Census 2000 PHC-T-4. Ranking Tables for Counties: 1990 and 2000" (PDF). United States Census Bureau. Retrieved May 18, 2014.
8. "American FactFinder". United States Census Bureau. Retrieved 2011-05-14.
9. Language Map Data Center (http://www.mla.org/map_data_results&state_id=2&county_id=50&mode=geographic&zip=&place_id=&cty_id=&ll=&a=&ea=&order=r). Mla.org (2013-04-03). Retrieved on 2013-08-02.

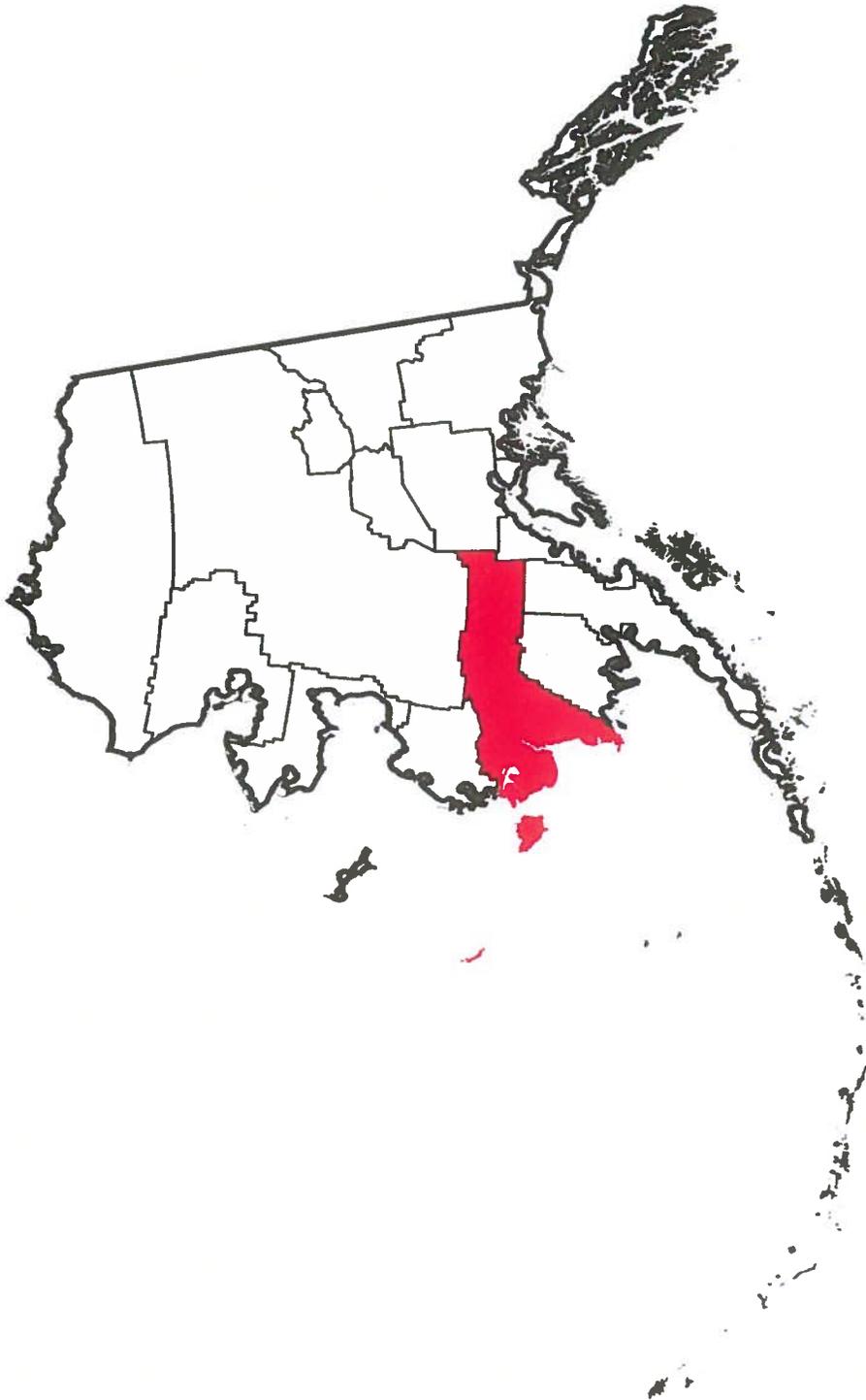
External links

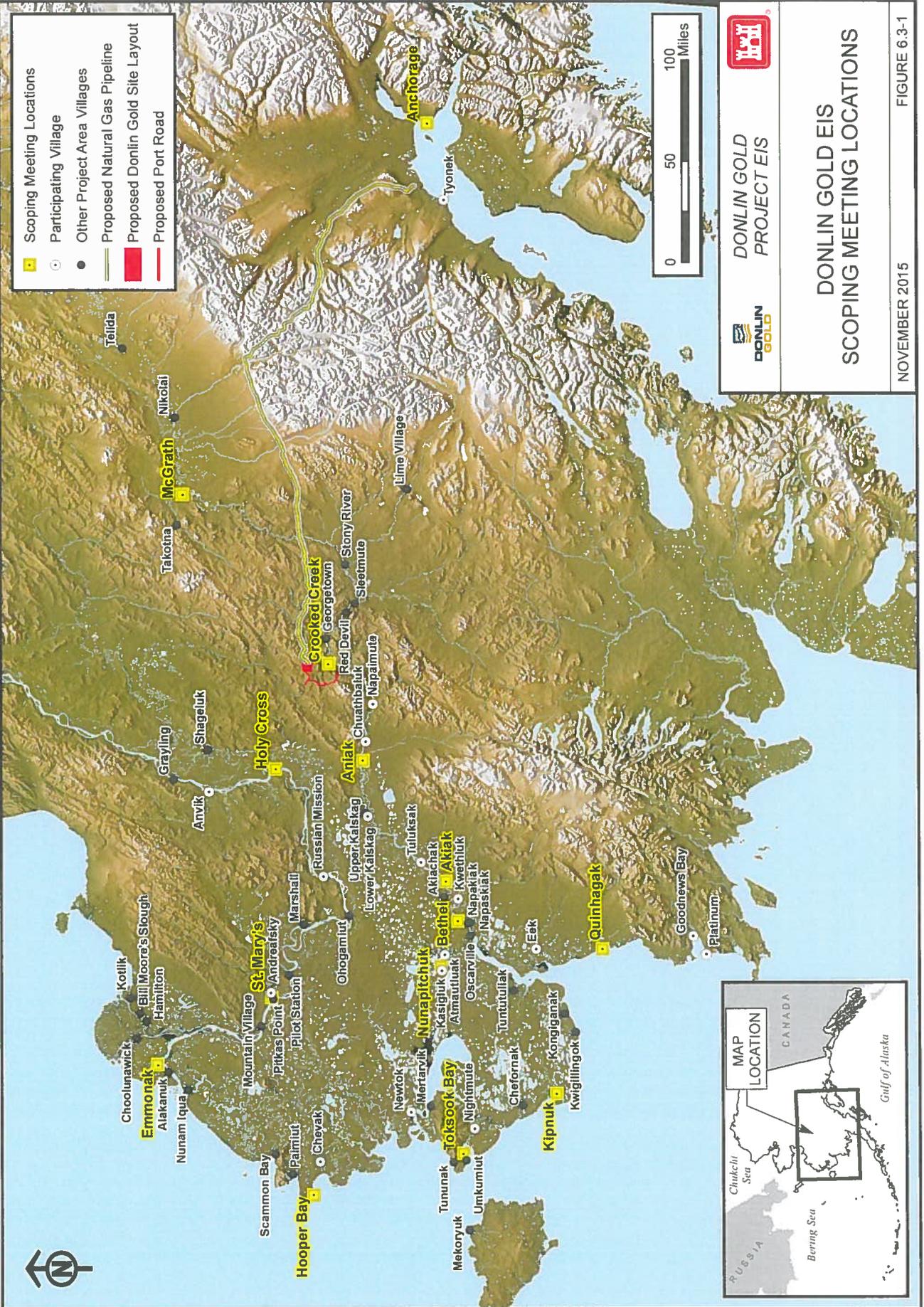
- Census Area map, 2000 census: Alaska Department of Labor (http://labor.alaska.gov/research/alari/images/maps/6_4_0map.pdf)
- Census Area map, 2010 census: Alaska Department of Labor (http://labor.alaska.gov/research/census/borcmaps/6_4_0map.pdf)

Retrieved from "https://en.wikipedia.org/w/index.php?title=Bethel_Census_Area,_Alaska&oldid=678495339"

Categories: Bethel Census Area, Alaska | Alaska census areas

-
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DONLIN GOLD PROJECT EIS

DONLIN GOLD

DONLIN GOLD EIS

SCOPING MEETING LOCATIONS

NOVEMBER 2015

FIGURE 6.3-1

City of Bethel Action Memorandum

Action memorandum No.	15-57		
Date action introduced:	12-8-2015	Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title

Approve the bid process and selection of Cascade Columbia Distribution Co. to provide the City with a total of 600 cubic feet of anthracite by air freight and barge for bid price.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Finance		Recommend approval.
<input checked="" type="checkbox"/>	Public Works		Recommend approval.
<input checked="" type="checkbox"/>	City Manager		Recommend approval
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): None.

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$33,975	Funds are budgeted for.	51-84-771 & 51-83-771
	Funds are not budgeted. Budget modification is required.	

Summary Statement

The City went out to bid to purchase anthracite (coal) for use in the City's water treatment plant greensand filtration system. The City received six bid packages. All bid packages qualified for review. The lowest bid price was submitted by Cascade Columbia Distribution Co. and was selected for award.

Bid score totals:

Cascade Columbia Distribution Co. = \$33,975

Alaska Pure Water Products = \$40,000

CEI = \$47,400

Salzbrun Services and Drilling, Inc. = \$50,573.25 (with local discount applied)

Garness Industrial Products, Inc. = \$51,774.28

BI Pure Water Canada, Inc. = \$56,401.75

City of Bethel Action Memorandum

Action memorandum No.	15-58		
Date action introduced:	December 8, 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 Barbara A. Mosier to the Parks, Recreation, Aquatic Health and Safety Center Committee.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s): None

Amount of fiscal impact		Account information:
X	No fiscal impact	

Action memorandum 15-58 is sponsored by the Mayor at the request of the City Clerk.

Barbara A. Mosier has requested appointment to the Parks, Recreation, Aquatic Health and Safety Center Committee. If appointed, she would be appointed as an alternate to a term of three years with a term expiration of December 31, 2018.

The Committee has two alternate seats available.

Mayor's Report

City Manager's Report



MEMORANDUM

From: Ann K. Capela, City Manager
To: Mayor, Vice Mayor and Council
Cc: City Attorney, City Clerk
Date: December 1, 2015
Re: City Manager's Report

1. FY 2016/17 Budget preparation – While the City is behind the anticipated schedule with the audit, the City Manager and the Finance Director had initial discussion regarding the scheduling of the DRAFT FY 2016/17 Budget.
2. FY 2014/15 Audit – The auditing firm of Altman Rogers have completed the on-site audit and there is still much work to be done. The Finance staff is short of 2 staff members due to resignations and one staff member was off due to illness. This has resulted in “keeping up with accounts payable, payroll and sales tax receipts”. While Council approval of a CPA vendor will help, no doubt the traditional staff shortage has had a significant impact on the Finance Department's internal accounting services. However, throughout this time, customer services at the counter have not suffered.
3. Police Department – also continues to experience shortage of staff, Chief Achee, officers and the civilian staff has been doing a tremendous job in providing for life safety and protection of property under the current staffing circumstances. City Administration is working to develop an RFP for a “market “based workforce study which will include market comparison of salaries/ benefits and a revision of both management and hourly step increase chart. The HR Manager continues to work on job descriptions and job classification bands.
4. YK Pool Facility – *Financial Audit*: held a conference call with a CPA firm to determine if a financial audit will of United Pool will necessitate a firm in Georgia, given that is the physical location of the pool operator. According to the CPA it s not necessary as a “box audit” is a common process in financial auditing. Given there is only an 18 month financials on the records, this should not be difficult. Preparing to conduct this audit in January 2016.

Operational Audit: David Moore the Architect of the YK Center will be coordinating an on-site visit to Bethel Contracting (the builder) has also made a commitment to be here for this audit. The operational audit is very timely given that United Pool has just concluded its first annual pool closure maintenance.

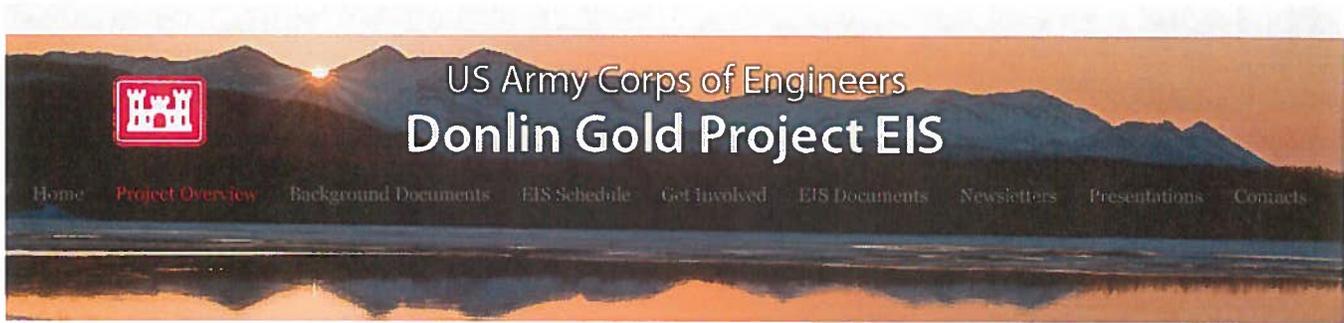
5. Donlin Gold Project – the Draft Environmental Impact Statement has been published. Attached is a small snap shot of what is available to the public at this time through the US Army Corps of Engineers. Without a doubt, Donlin Gold project is moving forward. As I scanned the DDRAFT EIS

document, it is clear that when this operation goes into full effect, the construction staging and construction of the base camp will have a profound impact on the City of Bethel and the Donlin Gold mine sphere of influence. The long term impact (possible 30 years of operations and 30 years of monitoring of the impact after the closure of the mine will create a 60 plus years of a life-cycle of this operations. The incoming sea barge with at least two river barges operating on a daily basis, air traffic and additional pressures of housing will have a lasting economic, social and cultural impact on the City of Bethel and the region.

It is my recommendation that Bethel City Council establish an ad hoc committee to formulate a response to this EIS from the City's perspective. The Mitigation

Please note that the DRAFT EIS does not address any issues with the City of Bethel or in the Port of Bethel. City of Bethel does not even appear on their radar screen. Although this report states that there is minimal to no possibility of any fuel spill in Port of Bethel, thus there are no mitigation plans for Port of Bethel or anywhere near Bethel.

6. Marijuana Regulations – The ABC board is coming to its final stages of State rulemaking and once this is completed, the City of Bethel may be looking at 4 operational stages of this permitting process. The “growing” operation, the “production” operations, the “testing” operations and the “retail” operation. The ABC board has not or does not know how to address the portion of off road community that has its major transportation routes regulated by the federal government, who still deems the marijuana products as illegal substances and thus can't be transported by air and sea (regulated by FAA and national waterways). The ABC board hopes to enact these regulations by March 1, 2016. It is my understand that communities will be able to opt out of one or all operations of marijuana products.
7. The City completed its negotiations with U of A regarding the operations of the 4-H programs and we are optimistic that we can complete the lease of the building shortly.
9. Bethel Staff Holiday celebration will be held Saturday, December 12, 2015 at the Cultural Center. Please let Christina Him know if you are coming, so we can make appropriate meal count. It is a sit down dinner and thus far we have around 195 reservations.



Project Overview

Donlin Gold LLC has applied for permits to develop an open pit, hardrock gold mine about 10 miles north of the community of Crooked Creek, in southwest Alaska. (277 miles west of Anchorage and 145 miles northeast of Bethel.) In addition to the mine site, the project has two other major components: transportation infrastructure and pipeline.

Quick Links

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[How to Comment](#)



If built, the Donlin Gold project would produce gold from a major ore-body, through a subsurface lease with Calista Corporation, an Alaska Native regional corporation, and a surface use agreement with the Kuskokwim Corporation, a merged Alaska Native village corporation. Some components would be on State of Alaska and Bureau of Land Management (BLM) lands. On the Cook Inlet side of the pipeline, a small portion of CIRI Inc. land would be affected.

The proposed project would take about 3 to 4 years to construct, with a projected mine life of approximately 27½ years. It would produce approximately one million ounces of gold per year for 27½ years. About 59,000 tons of ore would be processed onsite each day.

Mine Site

The mine and facilities would have a total footprint of about 16,300 acres. There is currently no road or rail access to the site, nor an existing power supply. Components of the mine site include:

- Excavated open pit, ultimately about 2.2 miles long, 1 mile wide, and 1,850 feet deep
- A waste treatment facility (tailings impoundment) about 1 mile long, ultimately covering 2,350 acres
- Waste rock facility covering approximately 2,300 acres
- Mill facility processing approximately 59,000 tons of ore per day
- Natural gas-fired power plant with a total connected load of 227 MW

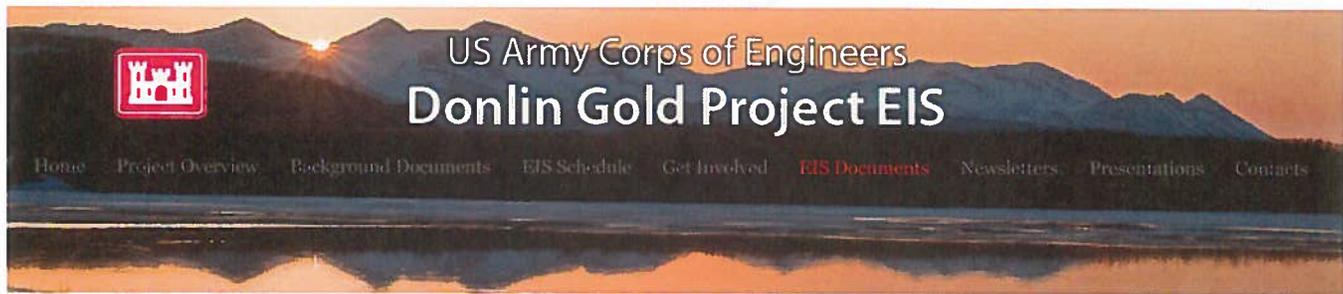
Transportation Infrastructure

A key piece of transportation infrastructure would be a proposed barge landing near Jungjuk Creek on the Kuskokwim River. The dock area would cover 5 acres. On the river, residents could expect to see 3 barge-trains pass each day the river is navigable. Transportation infrastructure would also include

- Upgraded dock facilities in Bethel
- 30-mile road from the mine site to the new barge landing
- 5,000-foot airstrip

Pipeline

The proposed pipeline would be a 315-mile, small-diameter (14-inch) natural gas pipeline from the west side of Cook Inlet, across the Alaska Range, to the proposed power plant.



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EIS Documents

To download a document, right-click on its title below and choose "Save as" from the menu. Before you download a file, please be aware of your connection speed and note the size of the file you want. Some files are very large and may take a long time to download, depending on the speed of your internet connection.

For example, at a minimal dial-up modem speed of 56 Kbps, a 2 MB document will take about 5 minutes to download; a 25 MB file will take about an hour. With a high speed connection of 10 Mbps, files of both these example sizes would download in under 30 seconds.

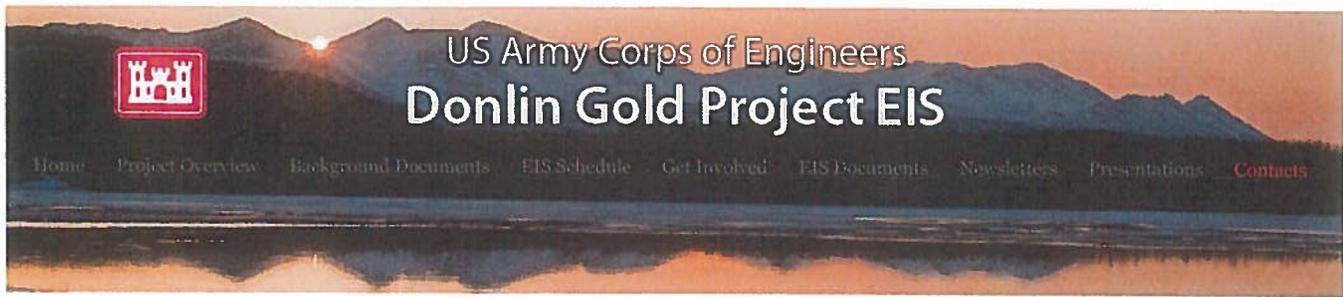
Documents will be posted for download as soon as they are available:

- [Scoping Report – Released August 2013 \(1.3 MB\)](#)
- [Draft EIS* - Released November 2015](#)
 - [Draft 10/404 Permit Application](#)
 - [Section 10/404 Draft Permit Application \(1.7 MB\)](#)
 - [Section 10/404 Draft Permit Application Drawings \(168 MB\)](#)

- [Draft EIS†](#)

The contents of the Draft Donlin Gold Project Environmental Impact Statement and its associated attachments are not fully Section 508 Compliant. If you experience any difficulty accessing the data or information therein, please contact Keith Gordon at 907-753-5710. We will try to assist you as best we can. This may include providing the information to you in an alternative format.

- [Draft EIS Table of Contents \(632 KB\)](#)
- [Executive Summary \(9.3 MB\)](#)
- [Chapter 1: Purpose and Need \(2 MB\)](#)
- [Chapter 2: Alternatives \(49.1 MB\)](#)
- [Chapter 3: Environmental Analysis \(59.3 KB\)](#)
- [Environmental Analysis \(Physical\) \(98.5 MB\)](#)
- [Environmental Analysis \(Biological\) \(88.4 MB\)](#)
- [Environmental Analysis \(Social\) \(103 MB\)](#)
- [Environmental Analysis \(Other Impacts\) \(7.9 MB\)](#)
- [Chapter 4: Cumulative Effects \(2.4 MB\)](#)
- [Chapter 5: Mitigation \(326 KB\)](#)
- [Chapter 6: Consultation \(3.2 MB\)](#)
- [Chapter 7: List of Preparers \(1.42 KB\)](#)
- [Chapter 8: Distribution \(131 KB\)](#)
- [Chapter 9: References \(577 KB\)](#)
- [Glossary of Terms \(222 KB\)](#)
- [Appendix A to Appendix B \(18.1 MB\)](#)
- [Appendix C to Appendix L \(138 MB\)](#)
- [Appendix M to Appendix O \(65.4 MB\)](#)
- [Appendix P to Appendix T \(43.1 MB\)](#)
- [High Resolution Visual Simulation Figures](#)
 - [Fig 3.17-18 \(40.6 MB\)](#)
 - [Fig 3.17-19 \(5.5 MB\)](#)
 - [Fig 3.17-20 \(3.3 MB\)](#)
 - [Fig 3.17-21 \(3.7 MB\)](#)
 - [Fig 3.17-22 \(39.9 MB\)](#)
 - [Fig 3.17-23A \(4.9 MB\)](#)
 - [Fig 3.17-23B \(4.7 MB\)](#)
 - [Fig 3.17-24 \(24.3 MB\)](#)



Contacts

Lead Agency

Quick Links

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[Project Description](#)

[How to Comment](#)



U.S. Army Corps of Engineers

www.poa.usace.army.mil

Keith Gordon, Project Manager

Keith.Q.Gordon@usace.army.mil

907-753-5710

Amanda Andraschko, Tribal Liaison

Amanda.M.Andraschko@usace.army.mil

907-753-5674

Cooperating Agencies



Bureau of Land Management

www.blm.gov/ak/st/en.html

Alan Bittner, Field Manager, Anchorage Field Office

abittner@blm.gov

907-267-1285



Environmental Protection Agency

www.epa.gov

Mark Jen, NEPA Project Coordinator

jen.mark@epamail.epa.gov

907-271-3411



Pipeline and Hazardous Materials Safety Administration

www.phmsa.dot.gov

Steve Nanney, Project Manager

steve.nanney@dot.gov

720-272-2855



U.S. Fish & Wildlife Service, Alaska Region

alaska.fws.gov

Jennifer Spegon, Ecological Services

jennifer_j_spegon@fws.gov

907-271-2768



State of Alaska

Office of Project Management and Permitting (OPMP)

www.dnr.alaska.gov/commis/opmp/

Jeff Bruno, OPMP Large Project Coordinator

jeff.bruno@alaska.gov

907-269-7476

Village of Crooked Creek

Mathew Nicolai, Consultant

mnicolai@live.com

907-301-7999

Native Village of Chuathbaluk

Robert Hairrell

ctc.roberthairrell@gmail.com

907-467-4313



Knik Tribal Council
www.kniktribe.org
Bob Charles, Transportation Department Director
bcharles@kniktribe.org
907-373-3153



Native Village of Napaimute
napaimute.org
Mark Leary, Director of Development & Operations
napaimute@gci.net
907-543-2887 (Bethel)
907-222-5058 (Napaimute)

Akiak/Kuskokwim River Watershed Council
www.kuskokwimcouncil.org
Adrian Boleys, Executive Director
907-675-4705 Akiak Office
907-543-1429 Bethel Office

Native Village of Aniak
Carl Morgan
Carls.angie@gmail.com
907-675-4413

Related Links

Citizen's Guide to NEPA and other resources for the public
ceq.hss.doe.gov/nepa/Citizens_Guide_Dec07.pdf

Council on Environmental Quality (CEQ)
ceq.hss.doe.gov

Donlin Gold, LLC
www.donlingold.com



2.0 Proposed Project

The open pit, hard rock gold mine site is located 277 miles (446 km) west of Anchorage, 145 miles (233 km) northeast of Bethel, and 10 miles (16 km) north of the village of Crooked Creek. The village of Crooked Creek is located on the banks of the Kuskokwim River. The proposed mining development includes the following principal mine components:

- Mine Site – Includes an open pit mine, waste rock storage facility, mill, tailings storage facility, fresh water dams, contact water dams, a natural gas power generation facility, and personnel camps.
- Transportation Infrastructure – Includes a 5,000-foot (1,524 m) gravel airstrip, Jungjuk Port, located on the Kuskokwim River, and a 30-mile (48 km) gravel road connecting the port and the mine site.
- Natural Gas Pipeline – Includes a 14-inch, 315-mile (507 km) buried steel pipeline to supply natural gas to the mine power plant. The pipeline would tie into Enstar's gas distribution line near Beluga and traverse 315 miles through the Alaska Mountain Range to the power plant and mill site as shown in Figure 2.1.

The FSA consists of the mine site and transportation infrastructure; the PSA consists of the natural gas pipeline, including associated facilities (see Section 3.0). Project components are shown in Figure 2.1 and Figure 2.2. Additional details about the proposed project can be found in the Project Description (SRK 2012), Natural Gas Pipeline Plan of Development (SRK 2013), and the DA Permit Application (Donlin Gold 2014).

2.1 Donlin Gold Section 404 and Section 10 Permitting

Donlin Gold initiated the permitting process by submitting a Preliminary Wetlands Permit Application under Section 404 of the CWA and Section 10 of the Rivers and Harbors Act to USACE on July 26, 2012. The permit application package included the Preliminary Jurisdictional Determination (PJD) and the DA permit applications. The PJD established the boundaries of the waters of the United States subject to USACE jurisdiction for the project. These documents have been superseded by subsequent updates and supplemented with additional reports. Table 2.1 presents a comprehensive list of relevant permit applications, and supporting reports submitted to the USACE.

Donlin Gold considered multiple alternatives and design changes to avoid and minimize impacts to wetlands and waters of the United States. Avoidance and minimization measures are detailed in the Department of Army Permit Application (Donlin Gold 2014).

Management Team Reports



CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Phone: 907-543-2047

TO: City Manager
FROM: Human Resources
SUBJECT: November 2015 Manager Report

DATE: December 1, 2015

Position Descriptions:

Position Description revisions for the month included Mechanic I (to include Parts Clerk duties), Police Lieutenant, and Accounting Clerk.

Training:

Workplace Violence and Sexual Harassment Awareness training continues, with 30 employees still yet to complete both courses.

Signed up for a one-day HR Law course being held in Anchorage in December. Currently researching a three-day HR Certification course being offered in Seattle in April as a cost-effective means of obtaining credentials requested by City Manager for the HR position.

Continuity of HR Function:

Created numerous checklists and reorganized shared HR resources to allow Department Heads to easily meet all legal and union requirements for basic employee activities (termination, workplace injury, accident) when the HR Manager is not in the office.

Benefits:

Coordinated with The Wilson Agency to produce Open Enrollment materials for City employees. (Open Enrollment period is the month of December, to take effect January 1, 2016). In conjunction with open enrollment communication, the HR office will be requesting updated W4 forms, updated drivers licenses (for those that drive City vehicles), and updated Emergency Contact forms. Some employees have not updated W4, beneficiary and/or contact information in years and beginning with the 2015 Open Enrollment period, the City can establish an annual routine of updating this information.

End of Year PTO Use:

Audited report of year-to-date PTO use – will be sending to Department Heads to help employees plan for end of year floating holiday, mandatory usage and leave accrual caps to prevent employees from losing their earned benefits.

ACA Reporting:

Gathering census data to backfill historical health insurance coverage information to allow City to comply with 2015 end of year reporting (1095-C). Data requirements include full names,

relationship to employee, birthdates and social security numbers. The data must be compiled for every employee/beneficiary who was enrolled in the City's program at any time during the year. The data needs to be manually added to each employee's record in Caselle, and because of the nature of the information, it can only be entered in the HR module to maintain appropriate security and information confidentiality.

General Personnel Activities:

Continued support to ongoing legal issues, processed terminations, new hires, and assisted employee with FMLA program. Researched ADA accommodation issues. File organization continues.



Memorandum

DATE: December 1, 2015

TO: Ann K Capela, City Manager

FROM: Hansel L Mathlaw, Finance Director

SUBJECT: Manager's Report – December 2015

Finance Committee

The committee convened on November 23, 2015. Again, several non-profit representatives spoke at people to be heard. Their concern was sales tax related to gaming, bingo and pull tabs. Their concern is sales tax is too high and most of their earnings is going to the city and not for the not profit programs. The gaming sales tax topic will also be on the agenda December 14, 2015.

Finance Department

The Finance Department is seeking a General Ledger Accountant and an Accounting Clerk

The accounting clerk resigned unexpectedly. Finance hired a Payroll Specialist and now down an Accounting Clerk. It is a struggle. The GL Accountant position is still open. Two qualified applicants turned down the position because of the salary offered.

The FY15 audit is winding down. All municipalities and school districts from around the state of Alaska have been waiting for the PERS/TRS audit performed by KPMG. This audit of the PERS/TRS relates to GASB 68 government organizations need to follow. Attached is the email I received today regarding the PERS/TRS audit. All organizations are behind in regards to financial statements because of this issue. GASB 68 has broad effects to the State of Alaska, the auditors, and the organization being audited.

Sales Tax

The sales tax assessments will be a continuing project. There are several businesses outstanding.

Finance Budget

Because of the departure of the General Ledger Accountant several budget line items are four months behind. Once the General Ledger Accountant has been hired we will be up to date.

GASB 68 Audit Reports of PERS and TRS Net Pension Liability Allocation Schedules

1 message

Alaska Division of Retirement and Benefits <Alaska.DOA.DRB@public.govdelivery.com>

Tue, Dec 1, 2015 at 2:43 PM

Reply-To: Alaska.DOA.DRB@public.govdelivery.com

To: hmathlaw@cityofbethel.net

**GASB 68**

Audit Reports of PERS and TRS Net Pension Liability Allocation Schedules

Good afternoon,

Please find the final audited reports, for your use in preparing your financial statements, at the following links:

1. [State of Alaska Public Employees' Retirement System Defined Benefit Pension Plan – Schedules of Employer and Nonemployer Allocations and Schedules of Pension Amounts by Employer and Nonemployer – June 30, 2014 and 2013](#)
2. [State of Alaska Teachers' Retirement System Defined Benefit Pension Plan – Schedules of Employer and Nonemployer Allocations and Schedules of Pension Amounts by Employer and Nonemployer – June 30, 2014 and 2013](#)

The footnotes have most of what is required for presenting the necessary information for the Plans. Additional information can be found in the audited June 30, 2015 financial statements of both PERS and TRS. These will be posted [here](#) shortly. Please check back frequently, as the Division expects these to be available today or tomorrow.

You will notice that “Schedule D – Employers’ Allocation of Recognition of June 30, 2014 Deferred Outflows/Inflows,” presented in the Buck Consultants GASB 68 reports, is not included in this audit report. For footnote disclosure regarding the amortization of these amounts, please use the following pages from the Buck Consultants report:

PERS – see pages 48 to 54

TRS – see pages 30 to 32

For additional reference, you can access the Buck Consultants GASB 68 reports for PERS and TRS [here](#).

Please provide this information to your accounting/finance staff if you received this email outside that group. Your accounting/finance staff need this information for your financial statements.

This information has been provided to CPA firms in the State. However, feel free to forward to your CPA, if needed.

Again, thank you for your patience in this initial run-through of the audit and presentation of the GASB 68 Allocation of the Net Pension Liability. Expect to see the FY 2015 NPL audited report in Spring 2016.

Best regards,
Kevin Worley
Chief Financial Officer
Division of Retirement & Benefits

Alaska Department of Administration
Division of Retirement and Benefits
6th Fl. State Office Building, PO Box 110203, Juneau, AK 99811-0203
Fax: (907) 465-3086 • TDD: (907) 465-2805 •
Telephone: (907) 465-4460 • Toll-Free: (800) 821-2251

Questions?
[Contact Us](#)

STAY CONNECTED:

MEMORANDUM

DATE: 12/01/2015
TO: Ann Capela, City Manager
FROM: Muzaffar Lakhani, Public Works Director
SUBJECT: Manager's Report –

Programs/Division

Utility Maintenance:

Hauled Utilities: Happy Holidays to you all!

For November, of course we had the catastrophic fire at the old Kilbuck school on 4th Ave. where in fact the entire water crew and part of the sewer crew and myself spent upwards of 12 hours keeping the fire department watered up, with a total of 2.52 million gallons of water. On the domestic side we have still pumped nearly 3,000,000 gallons of water, and 2.8 million gallons of sewage, and nearly 4000 cubic yards of trash to the landfill from the dumpsters all over town. Speaking of trash and dumpsters, I feel there should be some type of structure. In the B.M.C. if you have a business license, you should also be charged a commercial fee for dumpster service, and contractors especially, along with a port-a-potty for the general contractors, with appropriate deposits and user fees of course. Also, potential income could be harvested in the form of advertizing on the water, sewer and garbage trucks. Just a thought!!! We are also still in need of some more drivers. At one time in the not so distant past, there were 25 drivers and 20 trucks. Currently we have 16 drivers, and 15 trucks. All the drivers are getting tired, and the equipment is showing its age, being worked 6 days a week, 10 -12 hours a day. We cannot move more material with less people and less equipment.

Parks and Recreation: (Matt Ross)

LWCF (Pinky's Park Soccer Field) –

The agreement with the State has been at a standstill. The Public Works Committee is opposed to this agreement. A decision at that level needs to be made on whether we move forward or not. This project is extensive and would require other departments in Public Works and more local match to the grant than what was anticipated.

Boardwalk U of A – This has been put on the agenda for December 7th 2015. To discuss demolish of existing boardwalk and plan for new trail.

Park Development Fund – DOWL engineering was hired to assess the current boardwalk's condition and submit the alternates to the city.

Clean up – Green Up- Sign up forms come in April with a \$300 give or take fee for the Yellow Bags. I will be contacting Donlin and YKHC and other agencies to see if they will support the efforts.

July 4th – In the next few weeks I will be calling different organizations to form partnerships with the event, and try to make a committee out of the partnerships.

Programming Summer Activates – We are currently reviewing successful events that have worked in the past, and coming up with new events. We are still in the planning but are making progress.

Property Maintenance:

We are monitoring all of our buildings daily for heat, electrical, plumbing and any other maintenance issues that come up. Doors and windows are sometimes problematic with the changing of the seasons; replace any weatherization where needed and keeping landings/stairs/decks ice and snow free. There is something new every day. We have been trying to keep ahead of the floor repair with the painting and movement of furniture and equipment, and then put it back in place. We have been working on the recommendations/adjustments that the OSHA list has for us and making progress. Thank you.

Road Maintenance:

Streets and Roads, has been sanding and scarifying roads this past month with the thaws that we been having it has been hard to keep up. We have come in a little earlier in the morning during the thaw so that we can work on the slippery roads to keep them from not being as slippery. Most of the time, we were able to keep up with it, so the school buses will run for school in the morning. Streets and Roads, has also been do some work on the 160M grader by replacing the tires with new tires. The old tires on the grader had over 5,000 hours on them, and they were the original tires on the grader, when we got the grader new. So with the new tires it will give the grader traction, when it is slippery, so that we can scarify the roads to keep it from being slippery.

Streets and Roads has also help out in fighting the fire on KilBuck school on 4th Ave. by using the Cat 324E excavator to knock down the burning part of the building to keep it from spreading to the part that was not burning. Also road maintenance was there helping out the fire department like running water to them with the water truck, and also refueling the fire trucks.

Streets and Roads has in between thaws, before the roads refreezes, we would try to grade the roads so that they freeze as smooth as possible. But on some spots on the roads that do freezes a little bumpy, then we would haul in a little gravel smooth them up with the grader.

Vehicles and Equipment: this department is in serious need of more mechanics, as always. The recent loss of two of the top mechanics we had was very detrimental to the department. The remaining mechanics and workers have to scramble to get things caught up.

Transit System:

The month of November has been an interesting month with the weather. One day there's sunshine and nice, the next snow, and then rain. Streets and Roads division has been busy filling pot holes, grading and sanding. But even with all their efforts there has been days when the roads were a sheet of ice and driving on them was very tense. The Red Line doesn't have studded tires and we had to cancel it a couple of times because of them. Bus 439, the Green Line, has studded tires and even with them the drivers had to be extremely careful. As passengers got on and off the bus we tried to caution them about the slippery conditions and encourage them to wear seat belts.

I will need to order some new snow /studded tires and wheels for bus #438 and 437. The six tires are about \$1200 and the wheels another \$950.00, times two (2) for about \$4400 plus freight. I'll need to order an extension, flip down visor, for the drivers visor, the driver seat is too low, when the sun is low on the horizon it's blinding and hard for the drivers to see.

Bethel Transit System goal for the FY15 will be to show a 20 % increase in ridership / revenue. I think we can do this by providing **better and more dependable / reliable service** for our riders.

Landfill / Recycle Center:

The Landfill finally got our fall inspection report and it was three points less than last year but it was still a high mark. There is an area that we have struggled with for many years and that is not covering enough, which is difficult to do with only a few dump trucks and the other projects that use them. However over all it was a good report. It's going to be different next summer because our regular inspector Doug Huntman has moved to a different job and he knew of our struggles. Now we will have a new person doing the inspections.

Staffing Issues/Concerns/Training:**Budget/Financial:**

See each Department.



CITY OF BETHEL
Fire Department

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

Celebrating 50 Years of Service

DATE: December 1st, 2015
TO: Ann Capella, City Manager
FROM: Bill Howell, Fire Chief
SUBJECT: November 2015 Management Report

Current Events

- November has been a month of recovery following the Kilbuck school fire. Fear of exposure of city personnel to asbestos precipitated the City contracting with EHS Alaska for asbestos testing and education in accordance with OSHA hazard communication rules. The conclusion of the environmental health consultant was: "the exposures if any, likely did not exceed OSHA time weighted averages".
- The Department placed 21 new Self contained breathing apparatus (SCBA) in service this month after fit testing all SCBA qualified personnel in accordance with the Department Respiratory Protection Plan. These SCBA were obtained through 2 separate grants and a competitive bid process. Of the approximately \$115,000.00 dollars spent, the City match was less than \$9,000.00.
- The Department attended the Bethel Health fair at the Cultural Center on November 14th. In addition to fire prevention activities, Department personnel applied iron on reflective striping to the outerwear of approximately 35 attendees.
- On November 17th personnel were given vaccinations and tested for TB and HIV per the Department infection control plan.

Emergency Planning/Homeland Security

- The Department continues to work with DHS to schedule delivery of an ICS 300 in Bethel. Dates for the class will be announce soon.
- We are conducting final review of the Community Emergency operations plan.

Responses

- The Bethel Fire Department responded to 120 EMS and 12 Fire incidents during the month of November.
- On 11-03-15 at 03:41 a.m. firefighters responded to Fifth Avenue for a report of smoke and flames under the Kilbuck School. Firefighters deployed hose lines and extinguished the fire. The fire cause is undetermined and under investigation.
- On 11-07-15 at 09:45 a.m. medics responded to the area of Tundra Ridge for the report of a person who was bitten on the hand by a human. Medics assessed and transported the patient to the hospital.
- On 11-14-15 at 6:52 p.m. medics responded to Ptarmigan Road for the report of a pedestrian who was hit by a vehicle. Upon arrival, medics initiated CPR and transported the patient to the hospital.
- On 11-16-15 at 4:27 am Medics responded to the Ptarmigan area for the report of a person who might be suicidal. On arrival BFD Medics found Bethel Police officers rendering critical care to the wounded patient. The patient was assessed, treated and transported to the hospital.
- On 11-23-15 at 6:42 p.m. firefighters responded to Standard Oil Road for the report of smoke emitting from a thermostat and sparks emitting from a range hood. The power was disconnected and the range hood's wiring was removed. Firefighters returned to quarters.

Staffing/recruitment

- The Department filled the vacancy left by the departure of Thor Williams by hiring Volunteer Bruce Claypool as a temp. Bruce's last day will be the December 11th.
- An offer of employment was extended to Eric Carrasco of Fairbanks. Eric's first day will be December 1st. Eric was a Firefighter/EMT with the North Star Borough Volunteer Fire Department. We welcome Eric to Bethel and wish him success in his new career.
- The Department has one FF/EMT position that was defunded FY 15. We will be seeking grant and city funding to fill this position and at least one new position in anticipation of liquor stores operating in the community.
- The Department is establishing a hiring list for future vacancies and new positions. The Department is recruiting nationally at this time.

Training

- FF-EMT Thomas Haviland and Volunteer EMT Bruce Claypool attended and completed EMT -1 instructor courses in November in Nome.
- An EMT Meeting was held on 11-03-15 at 7:00 p.m. at the fire station. Medics reviewed knowledge of hypertensive crisis emergencies and practiced scenarios.
- A Fire Meeting was held on 11-12-15 at 7:00 p.m. at the fire station. Firefighters reviewed the Kilbuck School Fire and performed drills with the new MSA G1 Self-Contained Breathing Apparatus.
- A combination Firefighter/EMT meeting was held on 11-17-15 at the fire station. Personnel participated in BVESA board elections and were given vaccinations and HIV testing.
- The EMT-1 course will conclude with State of Alaska Written and Practical Skills Evaluations on December 4th and 5th.
- Captain Solesbee is coordinating with the Firefighter-1 students who need refresher training in order to take the State of Alaska Firefighter-1 and Hazardous Materials Awareness/Operations written examinations.

Vehicles & Equipment

- M5, normally a frontline ambulance is still in reserve waiting for repair by the V&E department. The department is working with V& E to schedule repairs.
- Underwriters Laboratories (UL) is scheduled to test the Department's sole ladder truck on the 1st of December. Findings of the report will be forwarded to the manager. The truck was possibly damaged in the Kilbuck fire.
- A work order has been put in to V&E to repair stuck valves and leaking pump packing's on E-3.

Budget/Financial

- On November 6th the Department attended a community meeting in chambers with Governor Walker, LKSD, and City Management to discuss community disaster recovery. The department is working with management and the finance department to capture costs associated with the Kilbuck school fire.
- The Department has had unanticipated costs associated with the Kilbuck fire. These costs will be reported to the Manager for review.
- The Department is operating within FY16 budget guidelines.

Grants

All equipment purchased under the 2013FEMA Assistance to Firefighters Grant for Self Contained Breathing Apparatus (SCBA) has been received. We are coordinating payment of invoices, final reports and close out documents with the Finance Department and FEMA.

- Two SCBA were purchased through the Alaska Volunteer Fire Assistance (VFA) grant. We are finalizing purchases of equipment under this grant, the bulk of which has been received.

MEMORANDUM



DATE: November 25, 2015

TO: Ann K. Capela, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – December 8, 2015 Bethel City Council Meeting

Water and Sewer Trucks

RFBs and RFPs

Accounting Services

The City received one proposal from Carmen Jackson, CPA. Carmen's firm has five individuals in the company. They are based in Wasilla and available to travel to Bethel, as needed.

Anthracite

The City received six bid packages from companies in Alaska, Washington, and Canada. The lowest bid came from Cascade Columbia Distribution Co. based in Seattle. The anthracite is needed at both water treatment plants to replace the anthracite in the City's greensand filters.

Expansion Tanks

I prepared an RFB to purchase two expansion tanks for use in the water treatment plants. The RFB has been through legal review and will be issued on November 30, 2015.

RFPs in the Hopper

The next RFP/RFBs to be completed: bus shelters, bus, Reverse E-911 system, and Port Office project management.

Grant Applications

I am preparing the Transit Grant to secure funding to pay operating and administration costs for the next fiscal year, which runs from July 1, 2016 to June 30, 2017. The planned budget requires a local match of \$80,580. The grant deadline is December 11, 2015.

I am preparing the five priority request packets for the Alaska State Legislature. I spoke to Sandy in Lyman Hoffman's office and she said that her office is accepting requests, but not encouraging them due to the poor fiscal state of the State.

**City of Bethel
Grant Summary
Calendar Year 2015**

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
Alaska Dept. of Transportation and Public Facilities	SFY 2017 AK Community Transportation Grant	Transit operations and admin.	PW- Transit	12/11/15	\$331,177 \$80,580
Alaska Public Entity Insurance	Grant	Playground surface material	Parks & Rec.	Feb. 2015	\$10,000
Alaska Public Entity Insurance	Grant	Safety equipment/supplies	Public Works	Feb. 2015	\$1,000 0

Approved in Calendar Year 2015

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant \$ Match
Alaska Dept. of Health and Social Services	Bethel Community Service Patrol	CSPs to assist those unable to care for themselves	Police	4/1/15	\$346,829 \$91,121 (In-kind)
Alaska Dept. of Transportation & Public Facilities, Transit Division	FTA Section 5311 Community Transit Grant	Capital, operating, and administrative expenses for transit system.	PW- Transit System	12/16/14	\$419,067 \$98,892 (City)
Alaska Housing Finance Corporation	SFY 2015 Public Safety Housing Grant Program	Housing for public safety personnel.	Police, Fire	10/13/14	\$1,000,000 15% (paid by BCSF)
Total					\$1,765,896

Not Approved in Calendar Year 2015

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ Match
AK Div. of Homeland Security & Emerg. Mgmt.	State Homeland Security Grant	Port: video cameras, portable light banks, cold water entry gear, road signs/barricades.	Port	5/29/15	\$141,180 0
State of Alaska, Capital Budget	FY 2016 Capital Budget	Capital priorities being decided by Bethel City Council	Admin.	12/8/14	\$22,977,400 0
Total					\$23,118,580

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



TO: Ann Capela
FROM: Peter A. Williams- Port Director
SUBJECT: November, 2015 Managers Report

PORT ADMINISTRATION ACTION ITEMS AND ACTIVITIES

- **SMALL BOAT HARBOR-** Almost all the boats have been picked up off the embankments and put into winter storage with the owner's consent and contact information.. We still are hoping to work on the access road this coming month that accesses the Disposal area where the dredged tailings were stockpiled. It will give us access to the abandon vessels that are on our property also.
- **City Dock-** Storage fees for freight, equipment and vessel were accounted for and invoiced. The monthly storage fees amount to \$11,000 per month, slightly lower than what was projected for FY-15. Revenues for FY-15 need to be updated to have a accurate picture of revenues compared to our budget projections. *Warehouse Lease* with AML was approved by the Planning Comm. and the Port Comm. And put on the Dec 8th Council agenda for approval. *Affiliated Appraisals Inc.* be town the first week of Dec. to perform a Building Assessment for the warehouse and three other properties, two on Oscar Way and one at 251 East Ave.
- **BBSP -Jung/Active Parcels-**Mr. Jung has decided to sell his property which will set us back with acquiring the parcel for the BBSP project and ROW for East Ave. Trying to contact the Actives brothers.
- **Brown Slough-** USACE permit too finish excavating portions of Brown slough will be submitted the first week of December. Approximately 500cy of material will be disposed of in the landfill. This work will start in February if the ice is thick enough.
- **COB/PORT SHOP-** at 251 East Ave – A steel floor was finished this fall and insulation and plywood for the walls were installed over the summer and fall. Two years ago the pad for the building was improved; the building was sliding down the embankment boarding Brown's Slough. Since this building was acquired by the City a designated use for it has not been determined. When the City acquired the building it was unusable but the property was appraised for \$120,000 minus \$20,000 in estimated improvements. The Port has added to date approximately \$40,000 in value to the building. Most of the materials used were in stock such as the fill the pad and the steel installed on the floor. The Port took it over because we need a shop for repairing vehicles and securing tools and equipment. The Port Comm. has made a recommendation that the Port utilize the building. The subject is on the Planning Comm. Dec 10th agenda for discussion. I felt that before any more funds are expended from the Ports budget that the use of the building should be decided. The

electrical contractor, *Tec-Pro*, proposal to wire the building, install lights, etc is \$36,000 dollars. I feel this too much but even if we can renegotiate the costs if we were to move forward a decision for the use of the building should be determined. A budget mod would have to be made for any further electrical work.

- **BMC-Chapter 14-** A rewrite for part of this Chapter is ready for councils review. Our council rep has reviewed the re –write and I would like to move forward with getting it approved. The *Terminal Tariff* needs to be updated this winter and hopefully the Port Comm. can start discussions in Dec.
- **Personnel-** Sexual harassment training was completed. Training for HazCom and for handling hazardous materials will begin in December. We are working to have our out-buildings up to OSHA standards over the winter.
- **Abandon Derelict Vessel** – Continue to meet with the task force and give input as needed.

Peter Williams
Port Director

-

City Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

Alaska Municipal League Conference

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

Committees and Commission

There are five committee/commission members' whose terms will expire December 31, 2015. The Office has mailed notice of expiration to the Officials. A number of reappointments has already been approved by the council. The Office will be following up with those members who have not responded to the request for reappointment.

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 our goal is to have this complete by the end of the year.

Joint Task Force Meeting

Communicating with Orutsararmiut Native Council to arrange the next Joint Task Force meeting; a meeting was scheduled for November 11, however is being rescheduled. The Office has requested a meeting for one of the following dates: December 7,9,10 or 14. We are waiting to hear back from ONC on the finalized date.

Research/Document Preparation

- At the request of Council Member Hoffman, the City Clerk's Office researched and prepared an Action Memo for Council's consideration to begin researching the incorporation of a borough government for the region.
- Assisted the Port Director with a disposal of property ordinance, lease with AML.
- Each year following the election, the City Clerk's Office reviews the election code and procedures for possible updates. Additionally, the Office updated the City's website to reflect the updated forms for the 2016 Regular Election.
- The City Clerk has been working closely with the Bethel Municipal Code, publishing company, on the Code update for 2015. Supplements should be available in January.

- 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.
- When time permits, the Office is working through the City owned property transfers/leases with the hope to get a comprehensive outline of City owned land.
- With 50% of the year passed, the Office is conducting a detailed review of budget accounts for the Office and will be providing Finance with any required line item transfers under \$5,000.

Executive Session

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —DECEMBER 8, 2015

City Manager: Ann Capela

<i>Rating: 5 = Excellent; 1 = Needs improvement</i>

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

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —DECEMBER 8, 2015

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

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

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —DECEMBER 8, 2015

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

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

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —DECEMBER 8, 2015

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

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

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —DECEMBER 8, 2015

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

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —DECEMBER 8, 2015

Total Score: _____

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

Additional City Council comments/recommendations:

City Manager Comments:

Reviewer's Signature

Date

City Manager's Signature

Date



CITY OF BETHEL

CITY MANAGER NEGOTIATED AGREEMENT

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

WITNESSETH:

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

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

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

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

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

Section 1 Powers and Duties

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

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

Section 2 Term

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

Section 3 Duration

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

Section 4 Salary and Benefits

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

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

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

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

- I. Holidays. All holidays recognized by the Employer shall be granted to the City Manager with holiday pay status provided the same as regular full-time positions of the City. However, it is understood that from time to time Employee's duties may require him/her to work on such holidays at no additional compensation.
- J. Family Medical Leave. City Manager may become eligible for family medical leave pursuant to federal and state law. Upon eligibility, City Manager shall have all the rights and protections of the Family Medical Leave Act as any other regular full-time employee of the City.
- K. Worker's Compensation. Should the City Manager become injured on the job, he/she will be entitled to the compensation benefits as provided by Alaska's Worker's Compensation Act.
- L. Administrative Leave. The Employee may be granted administrative leave with pay by a majority vote of the Council for reason's specified, including attendance at professional conferences.
- M. Emergency Leave
The City agrees to grant the Employee forty (40) hours leave for death or serious illness of an immediate family member. For the purposes of this type of leave, Employee's immediate family member includes the spouse of Employee, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother and sister and grandchildren.

Section 5 Hours and Days of Work

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

Section 6 Performance Evaluation

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

Section 7 Additional Items

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

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

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

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

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

Section 8 Outside Employment

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

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

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

Section 9 Notices

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

EMPLOYER – CITY OF BETHEL

Attn: Mayor
PO Box 1388
Bethel AK 99559

CITY MANAGER – ANN CAPELA

PO Box 1388
Bethel AK 99559

Section 10 General Provisions

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

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

Section 11 Bonding

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

Section 12 Indemnification

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

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

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

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

Section 13 Termination and Severance

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

Cause shall be defined as the following:

- 1) Violating a generally acceptable fiscal standard;
- 2) Willful misconduct;
- 3) Gross negligence; or
- 4) Gross insubordination

- B. Determination of For Cause: In the event the City Council believes the City Manager has committed an action which is deemed "for cause", the Council shall provide the City Manager with written notice of the action. At the request of the City Manager, the matter may be forwarded to a confidential binding arbitration process. The arbitrator will be chosen by mutual agreement of both parties. The City Manager will be on paid administrative leave pending a decision by the arbitrator. Both parties shall

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

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

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

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

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

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

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

CITY MANAGER



Ann Capela, Employee

11/06/14

Dated

CITY OF BETHEL



Richard Robb, Mayor

11/28/14

Dated

**City of Bethel
Employment Relocation Agreement**

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

WITNESSETH:

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

Now therefore, the City and the Employee agree:

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

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

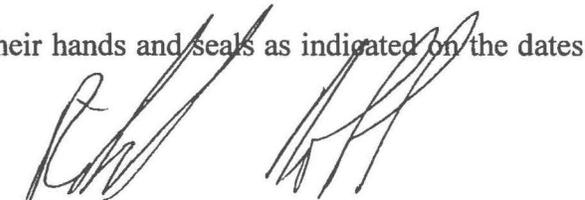
WILL EMPLOYMENT RELATIONSHIP WITH THE CITY. THIS MEANS EITHER THE EMPLOYEE OR THE EMPLOYER MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT CAUSE.

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

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


Employee

Dated: 11/6/14


Richard Robb, Mayor

Dated: 11/28/14

Additional Information



City of Bethel Finance Department

Monthly City Council Financial Report Period thru October 30, 2015

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

Note 2: This report represents recorded revenues, expenditures, budget modifications and line items transfers with balance sheet account balances through October 30, 2015. It is possible that not all of the October 30, 2015 aforementioned transactions may be recorded by the date of this report. The unaudited figures in this report, especially the balance sheet accounts are subject to further modification and correction by the Finance Department, if necessary, and should not be considered final.



**CITY OF BETHEL
FINANCIAL REPORT**

Bank & Investment Accounts
As of October 30, 2015



CITY OF BETHEL
FINANCIAL REPORT
Bank and Investment Accounts

A. Introduction

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

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

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

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

Summary of Cash and Investments as of October 30, 2015

1. Cash, Deposits, and Certificates of Deposit

<u>Description</u>	Balance 9/30/2015	Balance 10/30/2015	Year-to-Date Increase (Decrease)
Wells Fargo-General/Sweep Accounts	\$7,908,845	\$6,942,390	\$ (966,455)
Wells Fargo-Payroll Account	(900,495)	(1,435,558)	(535,063)
Wells Fargo-Asset Forfeiture Account (Police) *	5,432	5,432	-
Wells Fargo-Evidence Holding Account (Police) *	8,671	8,671	-
First National Bank CD (Lease Revenue Bond Reserve) *	430,019	430,019	-
Petty Cash-Finance	250	250	-
Petty Cash-Police	300	300	-
Petty Cash-Port	50	50	-
Petty Cash-Youth Center	70	70	-
Petty Cash-Recycling	-	-	-
Petty Cash-Public Works	-	-	-
Total	<u>\$7,453,141</u>	<u>\$5,951,623</u>	<u>(\$1,501,518)</u>

* - Restricted Funds

CITY OF BETHEL
FINANCIAL REPORT
Bank and Investment Accounts

**2. Investments held in the Central Treasury:
As of October 30, 2015**

<u>Description</u>	<u>Market Value 9/30/2015</u>	<u>Market Value 10/30/2015</u>	<u>Year-to-Date Increase (Decrease)</u>
01-12700 Wells Fargo Investments	\$1,733,057	\$1,733,057	\$0
01-12800 Wells Fargo Investments (Lease Revenue Bond Pmt Acct)	\$319,186	\$319,186	-
01-12900 Time Value Investments	\$1,129,595	\$1,129,595	-
01-12500 Alaska Municipal League Investment Pool	\$154,794	\$154,794	-
Total	\$3,336,632	\$3,336,632	\$0

**3. Restricted Accounts *
As of October 30, 2015**

<u>Description</u>	<u>Market Value 9/30/2015</u>	<u>Market Value 10/30/2015</u>	<u>Year-to-Date Increase (Decrease)</u>
90-12600 Piper Jaffray Investments *	\$ 1,878,186	\$ 1,878,186	\$ -
40-12200 BATH Center Account *	4,803,446	4,803,446	-
52-12300 Deferred Seawall Maintenance Account *	1,871,114	1,871,114	-
52-12500 Pro Equities - Dock Deferred Maintenance *	482,395	482,395	-
Total	9,035,140	9,035,140	-

**TOTAL BANK AND INVESTMENT FUNDS ON HAND
As of October 30, 2015**

<u>Description</u>	<u>Balance 9/30/2015</u>	<u>Balance 10/30/2015</u>	<u>Year-to-Date Increase (Decrease)</u>
Cash, Deposits, and Certificates of Deposit	\$7,453,141	\$5,951,623	(\$1,501,519)
Investments	\$3,336,632	\$3,336,632	\$0
Restricted Accounts	9,035,140	9,035,140	\$0
Total	\$19,824,913	\$18,323,395	(\$1,501,519)

Total Central Treasury and Unrestricted Funds as of October 30, 2015:

\$ 8,844,133

Total Restricted Funds as of October 30, 2015:

9,479,262

\$ 18,323,395

* - Restricted Funds

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TAXES	23,946.09	786,195.02	7,993,889.00	7,207,693.98	9.8
STATE & FEDERAL REVENUES	175.00	275.00	1,848,284.00	1,848,009.00	.0
CHARGES FOR SERVICES	1,555.00	27,420.50	154,500.00	127,079.50	17.8
RENTAL INCOME	605.00	1,120.00	3,000.00	1,880.00	37.3
LICENSES, PERMITS & FEES	13,500.00	77,683.63	663,300.00	585,616.37	11.7
OTHER FINANCING SOURCES	.00	.00	5,000.00	5,000.00	.0
MISCELLANEOUS	1,741.00	10,903.75	40,700.00	29,796.25	26.8
TOTAL FUND REVENUE	41,522.09	903,597.90	10,708,673.00	9,805,075.10	8.4
<u>EXPENDITURES</u>					
ADMINISTRATION	33,189.93	155,766.70	516,778.00	361,011.30	30.1
CITY CLERKS OFFICE	12,220.35	45,960.37	179,696.00	133,735.63	25.6
FINANCE	57,699.46	266,019.32	858,246.00	592,226.68	31.0
PLANNING	5,877.38	24,743.31	315,679.00	290,935.69	7.8
TECHNOLOGY DEPARTMENTS	16,730.61	135,463.38	485,715.00	350,251.62	27.9
CITY ATTORNEY'S OFFICE	19,914.08	84,789.97	260,802.00	176,012.03	32.5
FIRE DEPARTMENT	64,916.47	289,681.01	1,159,078.00	869,396.99	25.0
POLICE	131,442.18	615,060.71	3,045,612.00	2,430,551.29	20.2
PUBLIC WORKS-ADMIN	10,940.47	46,117.83	148,457.00	102,339.17	31.1
PW-STREETS & ROADS	468,931.78	615,927.96	1,697,798.00	1,081,870.04	36.3
PROPERTY MAINTENANCE	36,069.94	156,336.48	723,954.00	567,617.52	21.6
PARKS & REC/BYC	13,402.69	73,139.00	377,718.00	304,579.00	19.4
COMMUNITY SERVICE	.00	.00	193,220.00	193,220.00	.0
IN KIND MATCH & TRANSFERS	.00	.00	745,828.00	745,828.00	.0
TOTAL FUND EXPENDITURES	871,335.34	2,509,006.04	10,708,581.00	8,199,574.96	23.4
NET REVENUE OVER EXPENDITURES	(829,813.25)	(1,605,408.14)	92.00	1,605,500.14	(17450)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

PARKS DEVELOPMENT FUND

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

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 43	.00	.00	578,000.00	578,000.00	.0
TRANSFERS IN	.00	.00	570,833.00	570,833.00	.0
TOTAL FUND REVENUE	.00	.00	1,148,833.00	1,148,833.00	.0
<u>EXPENDITURES</u>					
LOCAL FUNDED EXPENDITURES	15,921.27	240,034.59	1,510,754.00	1,270,719.41	15.9
STATE FUNDED EXPENDITURES	.00	3,000.00	.00	(3,000.00)	.0
TOTAL FUND EXPENDITURES	15,921.27	243,034.59	1,510,754.00	1,267,719.41	16.1
NET REVENUE OVER EXPENDITURES	(15,921.27)	(243,034.59)	(361,921.00)	(118,886.41)	(67.2)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

E-911 SYSTEM/SURCHARGE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>REVENUE</u>					
E-911 SURCHARGE	4,655.51	42,278.30	233,000.00	190,721.70	18.2
TOTAL FUND REVENUE	<u>4,655.51</u>	<u>42,278.30</u>	<u>233,000.00</u>	<u>190,721.70</u>	<u>18.2</u>
<u>EXPENDITURES</u>					
E-911 SERVICES	13,674.99	67,229.83	316,852.00	249,622.17	21.2
TOTAL FUND EXPENDITURES	<u>13,674.99</u>	<u>67,229.83</u>	<u>316,852.00</u>	<u>249,622.17</u>	<u>21.2</u>
NET REVENUE OVER EXPENDITURES	<u>(9,019.48)</u>	<u>(24,951.53)</u>	<u>(83,852.00)</u>	<u>(58,900.47)</u>	<u>(29.8)</u>

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL SOURCES	.00	.00	52,034.00	52,034.00	.0
SOLID WASTE & RECYCLING	101,251.79	406,624.20	1,126,883.00	720,258.80	36.1
TOTAL FUND REVENUE	101,251.79	406,624.20	1,178,917.00	772,292.80	34.5
<u>EXPENDITURES</u>					
HAULED REFUSE	10,438.02	58,135.82	387,024.00	328,888.18	15.0
LANDFILL OPERATIONS	9,735.52	47,500.39	448,240.00	400,739.61	10.6
RECYCLING OPERATIONS	737.48	3,341.37	14,879.00	11,537.63	22.5
TOTAL FUND EXPENDITURES	20,911.02	108,977.58	850,143.00	741,165.42	12.8
NET REVENUE OVER EXPENDITURES	80,340.77	297,646.62	328,774.00	31,127.38	90.5

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE FUNDING	.00	.00	252,751.00	252,751.00	.0
WATER	334,437.63	1,321,886.01	3,528,562.00	2,206,675.99	37.5
SEWER	216,626.56	886,513.49	2,735,097.00	1,848,583.51	32.4
MISCELLANEOUS	(193.36)	(874.07)	303,778.00	304,652.07	(.3)
MISCELLANEOUS	733.57	1,784.25	100.00	(1,684.25)	1784.3
TOTAL FUND REVENUE	551,604.40	2,209,309.68	6,820,288.00	4,610,978.32	32.4
<u>EXPENDITURES</u>					
UTILITY BILLING	8,612.18	32,579.44	317,643.00	285,063.56	10.3
HAULED WATER	51,658.81	213,108.57	1,732,057.00	1,518,948.43	12.3
PIPED WATER	27,625.88	98,925.09	456,786.00	357,860.91	21.7
BETHEL HTS WTR TREATMENT	26,054.95	140,367.87	983,404.00	843,036.13	14.3
CITY SUB WTR TREATMENT	15,303.73	140,077.53	885,725.00	745,647.47	15.8
HAULED SEWER	63,742.42	271,820.46	1,639,239.00	1,367,418.54	16.6
PIPED SEWER	31,229.92	134,393.87	796,598.00	662,204.13	16.9
SEWER LAGOON	7,313.08	27,726.33	143,481.00	115,754.67	19.3
TOTAL FUND EXPENDITURES	231,540.97	1,058,999.16	6,954,933.00	5,895,933.84	15.2
NET REVENUE OVER EXPENDITURES	320,063.43	1,150,310.52	(134,645.00)	(1,284,955.52)	854.3

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTEREST & PENALTIES	.00	3,164.92	12,000.00	8,835.08	26.4
STATE FUNDING	.00	.00	15,500.00	15,500.00	.0
CHARGES FOR SERVICES	997.80	433,423.96	928,500.00	495,076.04	46.7
LEASE REVENUE	.00	6,000.00	24,000.00	18,000.00	25.0
MISCELLANEOUS	366.50	12,889.00	42,000.00	29,111.00	30.7
MISCELLANEOUS	105.00	1,310.00	6,000.00	4,690.00	21.8
TOTAL FUND REVENUE	1,469.30	456,787.88	1,028,000.00	571,212.12	44.4
<u>EXPENDITURES</u>					
DOCK EXPENDITURES	117,303.56	306,564.30	1,013,470.00	706,905.70	30.3
SMALL BOAR HARBOR	11,542.97	51,680.79	.00	(51,680.79)	.0
TOTAL FUND EXPENDITURES	128,846.53	358,245.09	1,013,470.00	655,224.91	35.4
NET REVENUE OVER EXPENDITURES	(127,377.23)	98,542.79	14,530.00	(84,012.79)	678.2

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LEASE INCOME	.00	159,873.85	662,488.00	502,614.15	24.1
TRANSFERS	.00	.00	26,977.00	26,977.00	.0
MISCELLANEOUS	.00	.00	15,000.00	15,000.00	.0
TOTAL FUND REVENUE	.00	159,873.85	704,465.00	544,591.15	22.7
<u>EXPENDITURES</u>					
LEASED PROPERTIES-MISC	.00	390.00	23,900.00	23,510.00	1.6
LEASED PROP-COURT COMPLEX	10,839.10	112,337.71	606,347.00	494,009.29	18.5
TOTAL FUND EXPENDITURES	10,839.10	112,727.71	630,247.00	517,519.29	17.9
NET REVENUE OVER EXPENDITURES	(10,839.10)	47,146.14	74,218.00	27,071.86	63.5

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

EMPLOYEE GROUP HEALTH BEN.

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>REVENUE</u>					
EMP GROUP BENEFITS REVENUES	22,301.22	22,590.40	1,738,857.00	1,716,266.60	1.3
TOTAL FUND REVENUE	22,301.22	22,590.40	1,738,857.00	1,716,266.60	1.3
<u>EXPENDITURES</u>					
EMPLOYEE GROUP HEALTH BENEFITS	44,883.37	211,495.14	2,667,509.00	2,456,013.86	7.9
TOTAL FUND EXPENDITURES	44,883.37	211,495.14	2,667,509.00	2,456,013.86	7.9
NET REVENUE OVER EXPENDITURES	(22,582.15)	(188,904.74)	(928,652.00)	(739,747.26)	(20.3)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
FEDERAL SOURCES	.00	.00	342,270.00	342,270.00	.0
CHARGES FOR SERVICES	2,536.00	14,488.00	33,000.00	18,512.00	43.9
MISC REVENUE	5.00	5.00	.00	(5.00)	.0
TOTAL FUND REVENUE	2,541.00	14,493.00	375,270.00	360,777.00	3.9
<u>EXPENDITURES</u>					
TRANSIT SYSTEM EXPENDITURES	16,761.42	80,805.13	483,455.00	402,649.87	16.7
TOTAL FUND EXPENDITURES	16,761.42	80,805.13	483,455.00	402,649.87	16.7
NET REVENUE OVER EXPENDITURES	(14,220.42)	(66,312.13)	(108,185.00)	(41,872.87)	(61.3)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL FUNDING	.00	.00	55,865.00	55,865.00	.0
CHARGES FOR SERVICES	.00	.00	1,162,631.00	1,162,631.00	.0
TOTAL FUND REVENUE	.00	.00	1,218,496.00	1,218,496.00	.0
<u>EXPENDITURES</u>					
VEHICLE & EQUIP MAINT	56,171.03	250,638.80	1,218,498.00	967,859.20	20.6
TOTAL FUND EXPENDITURES	56,171.03	250,638.80	1,218,498.00	967,859.20	20.6
NET REVENUE OVER EXPENDITURES	(56,171.03)	(250,638.80)	(2.00)	250,636.80	(12531

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

FLEET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	25,225.00	25,225.00	.00	(25,225.00)	.0
TOTAL FUND REVENUE	25,225.00	25,225.00	.00	(25,225.00)	.0
<u>EXPENDITURES</u>					
FLEET REPLACEMENT-VEHICLES	35,455.00	35,455.00	.00	(35,455.00)	.0
TOTAL FUND EXPENDITURES	35,455.00	35,455.00	.00	(35,455.00)	.0
NET REVENUE OVER EXPENDITURES	(10,230.00)	(10,230.00)	.00	10,230.00	.0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2015

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TRANSFERS	.00	.00	(3,500.00)	(3,500.00)	.0
MISCELLANEOUS	.00	.00	5,000.00	5,000.00	.0
TOTAL FUND REVENUE	.00	.00	1,500.00	1,500.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	1,500.00	1,500.00	.0