

CITY OF BETHEL

City Council Meeting Agenda, July 27, 2021 – 6:30 PM

Website: <https://www.cityofbethel.org/council>

Location: ONC Multipurpose Building, 334 Akiachak, Bethel Alaska

Council Members: Mayor Michelle DeWitt, Vice-Mayor Haley Hanson, Perry Barr, Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick



Meetings are now open for in-person participation at the ONC Multipurpose Building

People to be Heard and Public Hearings will be done in-person or on Zoom only.

Join in-person or virtually on Zoom at:

<https://zoom.us/j/93102207474?pwd=U1Q1TEdidWxMcW9ydVBCRGJvOTZVQT09>

Meeting ID: 931 0220 7474

Passcode: 13871

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833 548 0276 US Toll-free
833 548 0282 US Toll-free

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

6.1. *7-13-2021 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

7.1. Committee/Commission/Board Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

9.1. Public Hearing Of Ordinance 21-34: Amending Bethel Municipal Code Chapters Related To Discrimination And Harassment (Mayor DeWitt)

Posted July 21, 2021 at AC Co., Swanson's, ONC Multipurpose Building, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

- 9.2. Public Hearing Of Ordinance 21-35: Authorizing The Acquisition Of Interest In Land For A Utility Easement From Lower Kuskokwim School District And From Arvin D. And Connie E. Dull Involving The Bethel Avenues Piped Water And Sewer Project - Phase I (City Manager Williams)
- 9.3. Public Hearing Of Budget Ordinance 21-26(a): Amending The City Of Bethel Fiscal Year 2022 Budget- City Hall Roof Repair (City Manager Williams)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 21-37: Amending The BMC To Adopt Bed And Breakfast Provisions In The Residential Zoning District Following A Plan Review Permit Process (Planning Commission)
- 10.2. *Resolution 21-14: Support For Power Cost Equalization Program Funding And Fulfillment Of Pledge Made To Rural Alaskans (City Manager Williams)
- 10.3. *AM 21-20: Authorize The City Manager To Negotiate And Execute Two Agreements With The University Of Alaska Fairbanks (UAF) And Make The Following Financial Contributions: (1) \$112,000 To The UAF Cooperative Extension 4-H Program, And (2) \$72,600 To The Kuskokwim Consortium Library (City Manager Williams)
- 10.4. *AM 21-21: Allowing The City Manager To Negotiate And Execute A Contract With Alaska Communications To Procure Low-Earth Orbit (Leo) Satellite Internet Services (City Manager Williams)
- 10.5. AM 21-22: Voluntary Junk Vehicle Removal Program (Planning Commission)
- 10.6. *IM 21-11: Limited Legal Services For USDA Grant Compliance And Bonding (City Manager Williams)
- 10.7. *Personnel Leave- City Manager-August 26th-29th (Mayor DeWitt)

11. REPORTS

- 11.1. Mayor's Report
- 11.2. City Manager's Report
- 11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

- 13.1. In Accordance With AS 44.62.310.(C)(3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential- Union Negotiations (Mayor Dewitt)

14. ADJOURNMENT

Posted July 21, 2021 at AC Co., Swanson's, ONC Multipurpose Building, and the Post Office.

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The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on July 13, 2021 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Perry Barr Vice-Mayor Haley Hanson (telephonically) City Council Member Mark Springer City Council Member Rose Henderson City Council Member Conrad McCormick Mayor Michelle DeWitt
Members Absent:
City Council Member Alyssa Leary
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Fritz Charles addressed the Council concerning fencing between his property and a Park. Also spoke about curfew laws.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Haley Hanson, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None

Results: | Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *6-22-2021 Regular City Council Meeting
Passed on the consent agenda.

Item 6.2. - *6-29-2021 Special City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

Port Commission- Meeting minutes of the March and April Port Commission Meetings included in the packet.

Planning Commission- Meeting will be held Thursday. Two items to be considered: a public hearing on an ordinance to allow bed and breakfasts in residential zones; and a conditional use permit to open a marijuana establishment.

Community Action Grant Committee- The application period will open August 1st and the deadline will be August 30th.

Finance Committee- Will be working with a business owner to help streamline taxation processing.

Public Works Committee- No one available to provide a report.

Public Safety and Transportation- Review of social media campaign to promote Fire Department volunteers.

Suspend the rules to go back to people to be heard.

Moved by:	Mark Springer
Seconded by:	Rose Henderson
In favor:	Perry Barr, Haley Hanson, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick

Opposed: | None
Results: | Motion Carries

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Clean-Up Green-Up 2021 Prize Drawing (City Manager Williams)

Mayor DeWitt drew the names of the two winners of the Clean Up Green up Prize Drawing.

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 21-29: Authorizing The Acquisition Of Interest In Land For A Utility Easement From Bethel Community Services Foundation, Inc. Involving The Bethel Avenues Piped Water And Sewer Project - Phase I (City Manager Williams)

Mayor DeWitt opened the Public Hearing.

No one present to be heard.

Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Ordinance 21-29.

Moved by: | Mark Springer
Seconded by: | Rose Henderson
In favor: | Perry Barr, Haley Hanson, Mark Springer, Michelle DeWitt, Rose Henderson,
Conrad McCormick
Opposed: | None
Results: | Motion Carries

Item 9.2. - Public Hearing Of Budget Ordinance 21-33: Adopting The FY 2022 Capital Improvement Project Budget (City Manager Williams)

Mayor DeWitt opened the Public Hearing.

No one present to be heard.

Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 21-33.

Moved by:	Mark Springer
Seconded by:	Rose Henderson
In favor:	Perry Barr, Haley Hanson, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - Emergency Ordinance 21-36: Extending And Amending Emergency Ordinances 21-25, 21-17, 21-10, 21-03, 20-38, 20-34, And 20-27 Establishing A Mandate Within The City Of Bethel That Masks Or Similar Face-Coverings Be Worn Under Certain Conditions (Mayor DeWitt)

Mayor DeWitt opened the Public Hearing.
No one present to be heard.
Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 21-36.

Moved by:	Mark Springer
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Haley Hanson, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 10.2. - *Introduction Of Ordinance 21-34: Amending Bethel Municipal Code Chapters Related To Discrimination And Harassment (Mayor DeWitt)

Passed on the consent agenda.

Item 10.3. - *Introduction Of Ordinance 21-35: Authorizing The Acquisition Of Interest In Land For A Utility Easement From Lower Kuskokwim School District And From Arvin D. And Connie E. Dull Involving The Bethel Avenues Piped Water And Sewer Project - Phase I (City Manager Williams)

Passed on the consent agenda.

Item 10.4. - AM 21-18: Direct City Administration To Pursue Funding From The Alaska State Revolving Loan Fund Program To Pay Part Of The Cost Of The Community-Wide System Expansion Preliminary Engineering Report And Environmental Assessment (City Manager Williams)

Main Motion: Approve AM 21-18.

Moved by:	Mark Springer
Seconded by:	Rose Henderson
In favor:	Perry Barr, Haley Hanson, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 10.5. - *AM 21-19: Appointment Of Committee/Commission/Board Members. Fritz T. Charles- Public Works Committee. Ron Reardon- Public Works Committee (Mayor DeWitt)

Passed on the consent agenda.

Item 10.6. - *IM 21-09: City Of Bethel Organizational Goals And Priorities (Mayor DeWitt)

Passed on the consent agenda.

Item 10.7. - *IM 21-10: Presentation Of The City's Water And Sewer Services Expenditures Compared To Budget From July 1, 2020 To June 30, 2021 – Utilities Maintenance – Water And Wastewater Activity Report (City Manager Williams)

Passed on the consent agenda.

Item 10.8. - *Personal Time Off- City Attorney- July 2, 2021 (Mayor DeWitt)

Passed on the consent agenda.

Item 10.9. - *Personal Time Off City Clerk July 22, 23 (Mayor DeWitt)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Motion to suspend the rules to hear from Fire Chief Solesbee.

Moved by:	Perry Barr
Seconded by:	Mark Springer
In favor:	Perry Barr, Haley Hanson, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor DeWitt- Would like to schedule a special meeting to update the Council's Goals and Prioritizes. Thanked the City Manager, Clerk, and Attorney for their communications.

Vice-Mayor Hanson- No comment.

Council Member Barr- Mentioned Public concern over the use of ATVs on the roadways. Safe use of ATV's is an important issue that the council should take on.

Council Member Springer- Thanked the city employees that are cleaning up around the dumpsters. Agreed with the statements made by Council Member Barr.

Council Member Henderson- Agreed with the statements made about the dangers of ATV use. Will be taking this issue to the Public Safety and Transportation Commission. Has received complaints of Council Members not attending their committee meetings. We need to make sure we are doing our job representing the committees we sit on. Thanked the City Clerk and the City Attorney for their work on code cleanups. Thanked the two newly appointed members on the Public Works Committee. Congratulated the clean up green up winners. Thanked Chief Solesbee for attending and requested the department heads attend the meetings.

Council Member McCormick- Thanked everyone that participated in clean up green up.

Thanked Chief Solesbee for his report this evening. Encouraged everyone to be safe out there. If you decide to run for City Council, make sure you get your paperwork submitted appropriately.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Rose Henderson
In favor:	Perry Barr, Haley Hanson, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:42 p.m.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk



Planning Commission Meeting Agenda

Regular Scheduled Meeting Thursday July 15, 2021– 6:30PM-ONC Multipurpose Building

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2021

Lorin Bradbury
Vice-Chair
Term Expires 12/2023

John Guinn
Commission Member
Term Expires 12/2022

Alex Wasierski
Commission Member
Term Expires 12/2021

Shadi Rabi
Commission Member
Term Expires 12/2022

Stanley Hoffman Jr
Commission Member
Term Expires 12/2021

Brian Henry
Alternate
Term Expires 12/2023

Jessica Shroder
Alternate
Term Expires 12/2023

Haley Hanson
Council Representative
Term Expires 10/2021

Ted Meyer
Ex-Officio Member

Pauline Boratko
Recorder

You can now attend meetings in person or virtually through zoom
To join the meeting via Zoom, follow these instructions:

1. Go to the website: <https://zoom.us/join>
User ID: 929 6930 4454 Passcode: 109277

OR

2. teleconference: choose one the following numbers if one does not work use the next number +1
669 900 9128 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1
646 558 8656 US (New York) +1 301 715 8592 US (Washington D.C) +1 312 626 6799 US
(Chicago) 877 853 5257 US Toll-free 888 475 4499 US Toll-free 833 548 0276 US Toll-free
833 548 0282 US Toll-free
User ID: 929 6930 4454 Participant ID: press # Passcode: 109277
(note: *6 to mute/unmute phone)

AGENDA

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PEOPLE TO BE HEARD** – (5 Minute Limit): the public may call in, join via Zoom or send their written statement to planning@cityofbethel.net or by mailing to City of Bethel- Planning Dept Box 1388 Bethel, Alaska 99559. Anonymous letters will not be accepted. Please submit statements before 5pm on July 14, 2021.
- IV. **APPROVAL OF THE AGENDA:**
- V. **APPROVAL OF THE MINUTES:**
 - A. June 13, 2021- regular meeting minutes
- VI. **SPECIAL ORDER OF BUSINESS:**
- VII. **NEW BUSINESS:**
 - A. **PUBLIC HEARING:** Recommendation regarding a proposed ordinance allowing Bed & Breakfasts in all Residential Zoning Districts.
 - B. **PUBLIC HEARING:** Notice is hereby given that on May 27, 2021 the City of Bethel Planning Office received a Conditional Use Permit Application to open a retail marijuana store. Location: 323 Chief Eddie Hoffman Highway Legal Description: US Survey 870, Block 4, Lot 5 Land Owner: AMW Property Management, LLC Applicant: Brian Glasheen, dba Good Vibes Purpose: To open a marijuana retail store in the General Use Zoning District
- VIII. **UNFINISHED BUSINESS:**
- IX. **PLANNER'S REPORT:**
- X. **COMMISSIONER'S COMMENTS:**
- XI. **ADJOURNMENT:**

Masks and social distancing are required for in person participation.



CITY OF BETHEL
PUBLIC WORKS COMMITTEE
WEDNESDAY, JULY 21, 2021, 5:30 p.m.
LOCATION: ONC MULTIPURPOSE BUILDING

COMMISSION MEMBERS

Gary Decossas, Chair	Ryan Jeffries
Alyssa Leary, Vice Chair (CR)	John Jordan II
Juan Delgado	<i>Four Vacancies</i>
Ryan Butte	<i>Council Representative (CR)</i>

STAFF

Public Works Director: Bill Arnold
Admin. Asst.: Charlie Dan
Email: pwadmin@cityofbethel.net
Phone: 907-543-3110
Website: www.cityofbethel.org

Members and People to be Heard Individuals Now Have the Option to Participate in-person or via Zoom
Join Zoom Meeting

<https://zoom.us/j/94283290754?pwd=ZDdDSzBqOGcxZlVqM0VmK0pYVUZZZz09>

Meeting ID: 942 8329 0754

Passcode: 686894

Dial by Location

253 215 8782 US (Tacoma)	301 715 8592 US (DC)	833 548 0276 US Toll-free	877 853 5257 US Toll-free
346 248 7799 US (Houston)	312 626 6799 US (Chicago)	833 548 0282 US Toll-free	888 475 4499 US Toll-free
669 900 9128 US (San Jose)	646 558 8656 US (New York)		

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – five minutes per person
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
 - A. April 21, 2021 Regular Meeting
 - B. May 19, 2021 Regular Meeting
 - C. June 16, 2021 Regular Meeting
- VI. SPECIAL ORDER OF BUSINESS
 - A. Committee Training
- VII. UNFINISHED BUSINESS
 - A. Amending BMC 08.12.020 and 08.12.030
 - B. Recommendation for City Code Enforcer Follow up
 - C. Update on Avenues Water/Sewer Project
 - D. Evaluate 2021 Committee Goals, Tasks, and Priorities
 - E. Public Works Facility Improvements
 - F. Snow Removal Operations
- VIII. NEW BUSINESS
 - A. Declaring Vacant Seat
- IX. EX OFFICIO MEMBER REPORTS
- X. COMMITTEE MEMBER COMMENTS
- XI. ADJOURNMENT

Posted July 15, 2021 at AC Co., Swanson's, and the Post Office.

Charlie Dan, Public Works Assistant

Introduced by: Mayor DeWitt
Introduction Date July 13, 2021
Public Hearing Date: July 27, 2021
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #21-34

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE CHAPTERS RELATED TO DISCRIMINATION AND HARASSMENT

WHEREAS, the City of Bethel wants our workforce and volunteers to reflect the rich diversity of our community;

WHEREAS, the City of Bethel is also committed to full compliance with all federal, state, and local laws providing for the equal employment opportunities, and diversity, and prohibiting illegal discrimination;

WHEREAS, we are committed to providing an inclusive and welcoming environment for all members of our staff, customers, volunteers, subcontractors, vendors and residents;

WHEREAS, city officials, managers, supervisors, and employees are responsible for creating this environment and conducting themselves in a manner free of implied or actual discriminatory practices in the provision of services or in the treatment of others;

WHEREAS, together, we can realize the City's commitment to diversity, inclusion and equity.

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA:

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

SECTION 2. Bethel Municipal Code Title 1, is amended to add a new Chapter 1.02.040 Nondiscrimination and Harassment in the Delivery of City Services or Resources.

1.02.040 Nondiscrimination and Harassment in the Delivery of City Services or Resources.

Each and every provision of this Code shall be applied, interpreted, and construed in

such a manner to ensure that neither the City of Bethel, its employees, officials, contractors, or agents discriminate against or harass any person on the basis of race, color, religion (creed), gender, gender expression or identity, age, national origin (ancestry), disability, marital status, sexual orientation, military status, or political affiliation in any of the City's activities, services, or operations.

SECTION 3. Bethel Municipal Code Chapter 3.16.010, Personnel Rules and Regulations, Recruitment, is amended as follows; new language is underlined old language is stricken.

3.16.010 General policy.

- A. The personnel office shall recruit all candidates for employment.
- B. The most qualified applicant shall be appointed to a position without discrimination based on ~~race, national origin, color, age, religious creed, sex, political affiliation, marital status, physical handicap or other statuses protected by law.~~ race, color, religion (creed), gender, gender expression or identity, age, national origin (ancestry), disability, marital status, sexual orientation, military status, political affiliation, or other statuses protected by law.

SECTION 4. Bethel Municipal Code Chapter 3.64.030, Personnel, Special Provisions, is amended as follows; new language is underlined old language is stricken.

3.64.030 Unlawful acts prohibited.

- A. No employee shall willfully or corruptly make any false statement, certificate, mark, rating or report in regard to any test, certification, or appointment held or made, or in any manner commit or attempt to commit any fraud with respect to reports, paperwork, or other duties that are required of the employee under this title, city rules, policies or procedures, or federal, state, or local laws.
- B. No person seeking appointment to, or promotion in, the city service shall either directly or indirectly give, promise, render or pay any money, service or other valuable thing to any person for, or on account of, or in connection with their test, appointment, proposed appointment, promotion or proposed promotion.
- C. No employee of the city, examiner or other person shall defeat, deceive or obstruct any person in their right to examinations, eligibility certification or appointment under these rules, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any person with respect to employment in the city service.

D. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspects of personnel administration because of ~~race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran, is strictly prohibited.~~ race, color, religion (creed), gender, gender expression or identity, age, national origin (ancestry), disability, marital status, sexual orientation, military status, political affiliations, or other statuses protected by law is strictly prohibited.

SECTION 5. Bethel Municipal Code Chapter 4.20.050, Revenue and Finance, purchasing, is amended as follows; new language is underlined old language is stricken.

4.20.050 Specifications generally for bids and proposals.

A. Requests for bids/proposals should clearly and accurately describe the technical requirements for the goods or services to be purchased. The specifications should not contain features that unduly restrict competition. A qualified products list may be used. It is the responsibility of the vendor to demonstrate to the city's satisfaction that its product is "equal" to that specified. Requests for approval of substitutions must be made with sufficient time to allow the city to adequately review the substitution request, including time for vendors to respond to questions and requests for additional information or clarification. The city has no obligation to accept proposed substitutions or to hire outside experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to award, other firms/individuals will be notified if practical and convenient.

B. *Public Notice.* Adequate public notice of the invitation for bids/proposals shall be given a reasonable time, not less than twenty (20) calendar days prior to the date set forth therein for the opening of bids/proposals. Such notice may include publication in a newspaper of general circulation for a reasonable time prior to bid/proposal opening.

1. The public notice shall state the place, date and time of bid/proposal submission and opening.
2. The contents of the notice shall be sufficient to inform interested readers of the general nature of the supplies, services or construction being procured and the procedure for submitting a bid/proposal.
3. The failure of any person to receive notice under this subsection shall not affect the validity of any award or contract.

C. The purchasing agent, at the request of the using department director, may provide for a pre-bid/proposal conference to be held at least seven (7) business days before the last day for submitting bids/proposals.

D. The terms of an invitation for bids/proposals may be modified or interpreted only by written addenda issued by the purchasing agent or the designee. Only a bid/proposal which acknowledges receipt of all addenda may be considered responsive. If an addendum is issued less than five (5) business days before the last day on which bids/proposals are to be accepted, the time for accepting bids shall be extended by at least five (5) business days after the date on which the addendum was sent.

E. All requests for bids or requests for proposals shall require the bidder to attach to their proposal a sworn declaration:

1. Stating that neither they nor any of their representatives or third party mandated by them has attempted to contact city representatives or members of the selection committee, when applicable, for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the city council to influence their decision;
2. Stating that they have produced their proposal without collusion, communication, agreement or arrangement with a competitor with regards to prices, methods, factors or formulas for setting prices, to the decision to submit or not submit a proposal or to present a proposal that does not comply, directly or indirectly, with specifications contained in the request;
3. Stating that neither they nor any of their representatives engaged in intimidating measures, influence peddling or corruption or entered into any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the city; and
4. Stating that if selected, the contractor agrees neither they nor any of their representatives will engage in discriminating against any person because of ~~race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran.~~ race, color, religion (creed), gender, gender expression or identity, age, national origin (ancestry), disability, marital status, sexual orientation, military status, political affiliation, or other statuses protected by law.

F. All requests for bids or requests for proposals must clearly state that:

1. A bidder's/proposer's failure to attach the sworn declarations required above shall result in automatic rejection of the proposal/bid; and

Introduced by: Mayor DeWitt
Introduction Date July 13, 2021
Public Hearing Date: July 27, 2021
Action:
Vote:

2. That in the event that a bidder or proposer, or a representative or third party mandated by them, has been in violation of the statements called for above, the bidder's proposal shall be automatically rejected; and

3. That the city of Bethel may cancel a contract that has been awarded if the city becomes aware, during the course of the contract, of a situation contravening a sworn statement required by this section.

G. Sealed bids/proposals shall be designated as such on the outer envelope and shall be submitted by mail, in person, e-mail or facsimile at the place and no later than the time specified in the invitation for bids/proposals. Bidders/proposers who submit their bids/proposals via facsimile or e-mail do so at their own risk. The city is not responsible for failures or delays in transmission. Bids/proposals not submitted at the proper place or within the time specified shall not be opened or considered.

H. Awards shall be made by written notice to the bidder/proponent whose final proposal is determined to be most advantageous to the city. No criteria other than those set forth in the request for bids/proposals may be used in bid/proposal evaluation.

I. If the city manager determines that it is in the best interest of the city to do so, the city may reject all bids/proposals.

SECTION 6. Bethel Municipal Code Chapter 14.01.080, Port of Bethel, Port Administration, is amended as follows; new language is underlined old language is stricken.

14.01.080 Nondiscrimination.

The city port facilities will be available on an equal basis to all persons regardless of ~~race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, age, status as a disabled veteran, or veteran of the Vietnam War era.~~ race, color, religion (creed), gender, gender expression or identity, age, national origin (ancestry), disability, marital status, sexual orientation, military status, political affiliation, or other status protected by law.

SECTION 7. This Ordinance shall become effective immediately following adoption by the Bethel City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS 27th DAY OF JULY 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.**

Introduced by: Mayor DeWitt
Introduction Date July 13, 2021
Public Hearing Date: July 27, 2021
Action:
Vote:

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: City Manager, Peter Williams
Date: July 13, 2021
Public Hearing: July 27, 2021
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #21-35

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN LAND FOR A UTILITY EASEMENT FROM LOWER KUSKOKWIM SCHOOL DISTRICT AND FROM ARVIN D. AND CONNIE E. DULL INVOLVING THE BETHEL AVENUES PIPED WATER AND SEWER PROJECT - PHASE I

- Whereas,** the City of Bethel "City" has a grant from the U.S. Department of Agriculture (USDA). To provide for water and sewer improvements known as the Bethel Avenues Piped water and Sewer Project – Phase I;
- Whereas,** the City has arranged for a multi-phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and rights-of-way in perpetuity;
- Whereas,** the City needs to acquire various easements across the properties involved in the Bethel Avenues Piped Water and Sewer Project – Phase I;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorizes the acquisition of this easement, in the form as set forth in this ordinance;
- Whereas,** Lot 5, Block 6 of U.S. SURVEY NO. 3230 A & B TOWNSITE OF BETHEL, located in the Bethel Recording District, Fourth Judicial District, State of Alaska. Said easement is designated as Parcel E-62 and is more particularly described as:

The Basis of Bearing for this description is a local plane bearing based on NAD83(2011) Geodetic Bearings. Distances shown are horizontal ground distances in U.S. Survey Feet.

A portion of Lot 5, Block 6, U.S. Survey 3230 being more particularly described by metes and bounds as follows:

Introduced by: City Manager, Peter Williams
Date: July 13, 2021
Public Hearing: July 27, 2021
Action:
Vote:

Beginning at the northeast corner of said Lot 5, being the True Point of Beginning for this description; thence along the eastern line thereof, common to the western line of Lot 4, Block 6, U.S. Survey 3230, S24°47'23"E 139.85 feet to the southern line of said Lot 5; thence along said southern line S65°12'37"W 10.00 feet; thence departing said southern line N24°47'23"W 139.85 feet to the northern line of said Lot 5; thence along said northern line N65°12'37"E 10.00 feet to the True Point of Beginning. Said easement embraces an area of 1,399 square feet, more or less as calculated from said courses and distances.;

Whereas, Lot Five (5), Block Two (2), NORTHWEST ADDITION TO THE TOWNSITE OF BETHEL, ALASKA, U.S. Survey No. 3770, in the Bethel Recording District, Fourth Judicial District, State of Alaska. Said easement is designated as Parcel E-105 and is more particularly described as:

The Basis of Bearing for this description is a local plane bearing based on NAD83(2011) Geodetic Bearings. Distances shown are horizontal ground distances in U.S. Survey Feet.

A portion of Lot 5, Block 2, U.S. Survey 3770 being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of said Lot 5, common with the northwest corner of Lot 4, Block 2, U.S. Survey 3770, and the southern Right-of-Way for 7th Street, being the True Point of Beginning for this description; thence along the eastern line of said Lot 5 S00°15'52"E 155.06 feet to the southern line of said Lot 5 common with the southwest corner of said Lot 4; thence along said southern line S89°44'07"W 10.00 feet; thence departing said line N00°15'52"W 155.06 feet to a point on the northern line of said Lot 5; thence along said northern line N89°44'07"E 10.00 feet to the True Point of Beginning. Said easement embraces an area of 1,551 square feet, more or less as calculated from said courses and distances.

Introduced by: City Manager, Peter Williams
Date: July 13, 2021
Public Hearing: July 27, 2021
Action:
Vote:



Easements indicated in yellow.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreement between LOWER KUSKOKWIM SCHOOL DISTRICT, and ARVIN D. AND CONNIE E. DULL, the Grantors, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" document.

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

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

ENACTED THIS 27th DAY OF JULY 2021 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Michelle DeWitt, Mayor

ATTEST:

City of Bethel, Alaska

Ordinance #21-35
3 of 4

Introduced by: City Manager, Peter Williams
Date: July 13, 2021
Public Hearing: July 27, 2021
Action:
Vote:

Lori Strickler, City Clerk



CITY OF BETHEL PUBLIC UTILITY EASEMENT

This Grant of Easement is made this ____ day of _____, 2021, by and between **LOWER KUSKOKWIM SCHOOL DISTRICT**, hereinafter referred to as "Grantor", whose mailing address is P.O. BOX 305, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL** a municipal corporation of the State of Alaska, its successors and assigns, hereinafter referred to as "City", whose mailing address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, in hand paid, conveys and warrants an easement and right-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

**Lot 5, Block 6 of U.S. SURVEY NO. 3230 A & B TOWNSITE OF BETHEL,
located in the Bethel Recording District, Fourth Judicial District, State of
Alaska,**

Said easement is depicted on the parcel map attached hereto as pages 5 and 6, designated as Parcel E-62, and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing based on NAD83(2011) Geodetic Bearings. Distances shown are horizontal ground distances in U.S. Survey Feet.

A portion of Lot 5, Block 6, U.S. Survey 3230 being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of said Lot 5, being the True Point of Beginning for this description; thence along the eastern line thereof, common to the western line of Lot 4, Block 6, U.S. Survey 3230, S24°47'23"E 139.85 feet to the southern line of said Lot 5; thence along said southern line S65°12'37"W 10.00 feet; thence departing said southern line N24°47'23"W 139.85 feet to the northern line of said Lot 5; thence along said northern line N65°12'37"E 10.00 feet to the True Point of Beginning. Said easement embraces an area of 1,399 square feet, more or less as calculated from said courses and distances.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor will provide City with ingress and egress to the easement across Grantor's property at locations designated by Grantor, for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this 12th day of May, 2021.

LOWER KUSKOKWIM SCHOOL DISTRICT


By: Kimberly Hankins
Title: Superintendent

By:
Title:

ACKNOWLEDGMENT OF CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 12th day of May, 2021 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Kimberly Hankins, the of Superintendent of **Lower Kuskokwim School District**, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said lower Kuskokwim School District, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public
Ruth A Alirkar
State Of Alaska
My Commission Expires With Office



Notary Public in and for the State of Alaska
My Commission Expires: with office

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this _____ day of _____, 2021 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, the of _____ **Lower Kuskokwim School District**, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said lower Kuskokwim School District, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 21-_____, hereby accepts for public purposes the easement described in this instrument and consents to the recordation thereof:

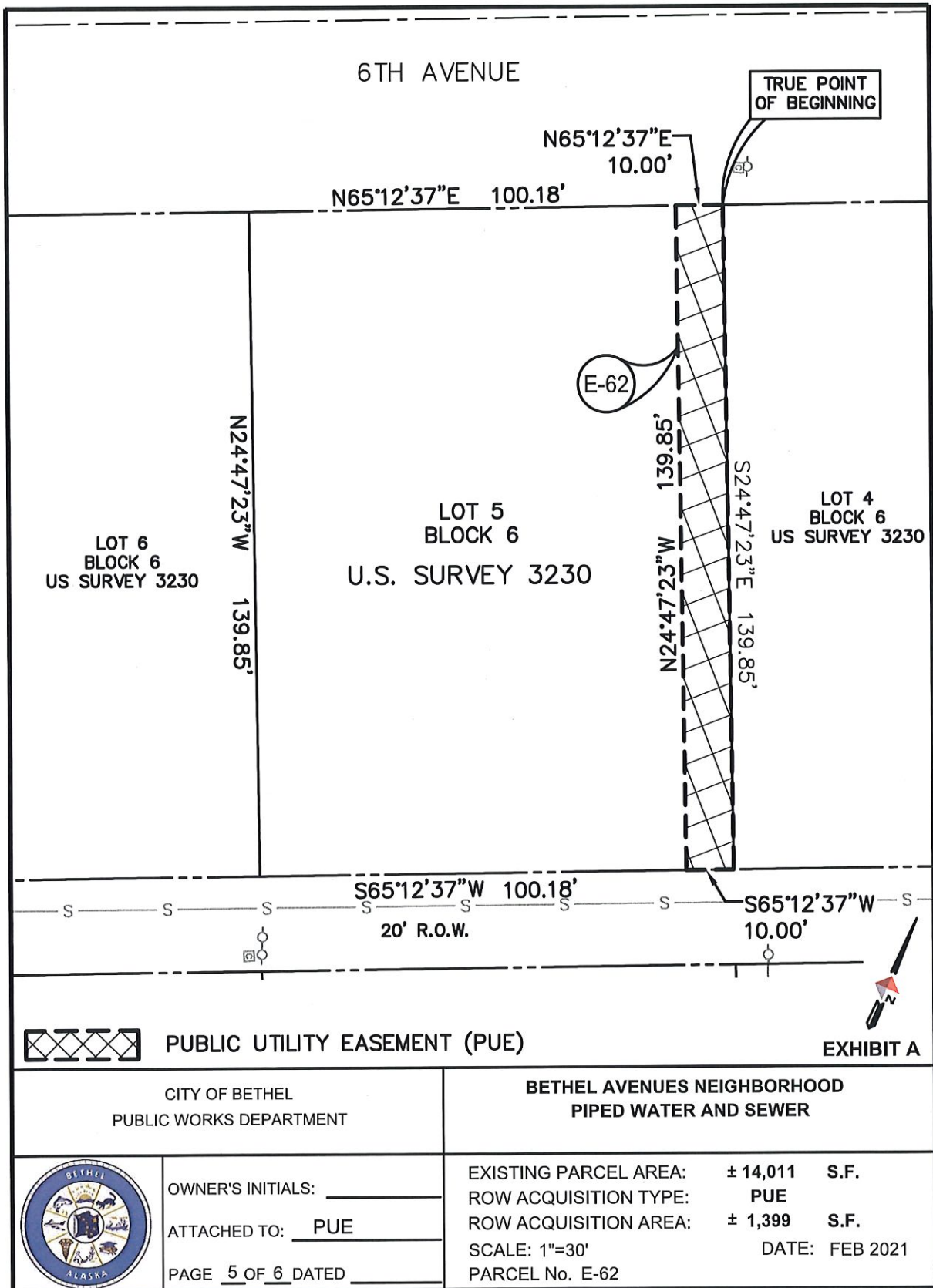
IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2021.

CITY OF BETHEL

By: _____

Peter A. Williams
Interim City Manager

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559



THESE PLATS MAY BE USED FOR THE ESTABLISHMENT OF THE
EASEMENT BOUNDARY ONLY, AND SHOULD NOT BE USED AS A
BASIS FOR ESTABLISHING ADJOINING PROPERTY LINES AND CORNERS.

FOR EXHIBIT A

PUBLIC UTILITY EASEMENT E-62

**A PORTION OF LOT 5, BLOCK 6,
U.S. SURVEY NO. 3230**



DOWL, LLC
4041 B STREET
ANCHORAGE, AK 99503
(907) 562-2000
WWW.DOWL.COM
(AECL848)



CITY OF BETHEL
PUBLIC UTILITY EASEMENT

This Grant of Easement is made this 7 day of June, 2021, by and between **ARVIN D. DULL and CONNIE E. DULL**, husband and wife, hereinafter referred to as "Grantors", whose mailing address is P.O. Box 1717, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL** a municipal corporation of the State of Alaska, its successors and assigns, hereinafter referred to as "City", whose mailing address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantors, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, in hand paid, convey and warrant an easement and right-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

**Lot Five (5), Block Two (2), NORTHWEST ADDITION TO THE TOWNSITE OF
BETHEL, ALASKA, U.S. Survey No. 3770, in the Bethel Recording District,
Fourth Judicial District, State of Alaska.**

Said easement is depicted on the parcel map attached hereto as pages 5 and 6, and designated as Parcel E-105, and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing based on NAD83(2011) Geodetic Bearings. Distances shown are horizontal ground distances in U.S. Survey Feet.

A portion of Lot 5, Block 2, U.S. Survey 3770 being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of said Lot 5, common with the northwest corner of Lot 4, Block 2, U.S. Survey 3770, and the southern Right-of-Way for 7th Street, being the True Point of Beginning for this description; thence along the eastern line of said Lot 5 S00°15'52"E 155.06 feet to the southern line of said Lot 5 common with the southwest corner of said Lot 4; thence along said southern line S89°44'07"W 10.00 feet; thence departing said line N00°15'52"W 155.06 feet to a point on the northern line of said Lot 5; thence along said northern line N89°44'07"E 10.00 feet to the True Point of Beginning. Said easement embraces an area of 1,551 square feet, more or less as calculated from said courses and distances.

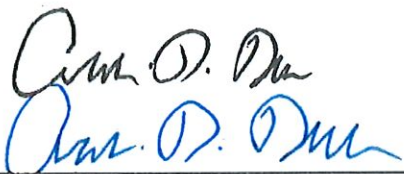
Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantors the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

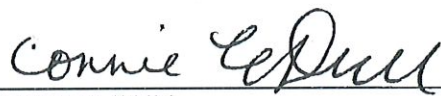
Grantors agree to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities on said property in or on any structures on the easement. Grantors agree not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantors grant the City free ingress and egress to the easement across Grantor's property for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantors, its successors and assigns forever.

Dated this 20 day of May, 2021.


ARVIL D. DULL


CONNIE E. DULL

ACKNOWLEDGMENT OF GRANTORS

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 7 day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Arvin D. Dull**, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they signed the same freely and voluntarily, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]



Alan Mux
Notary Public in and for the State of Alaska
My Commission Expires: Postmaster Bethel, AK 99559

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 21 day of May, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Connie E. Dull**, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they signed the same freely and voluntarily, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]



Alan Mux
Notary Public in and for the State of Alaska
My Commission Expires: Postmaster Bethel, AK 99559

City of Bethel

Bethel Avenues Piped Water and Sewer Project – Phase I

Parcel No.: E-105
Page 3 of 6

CERTIFICATE OF ACCEPTANCE

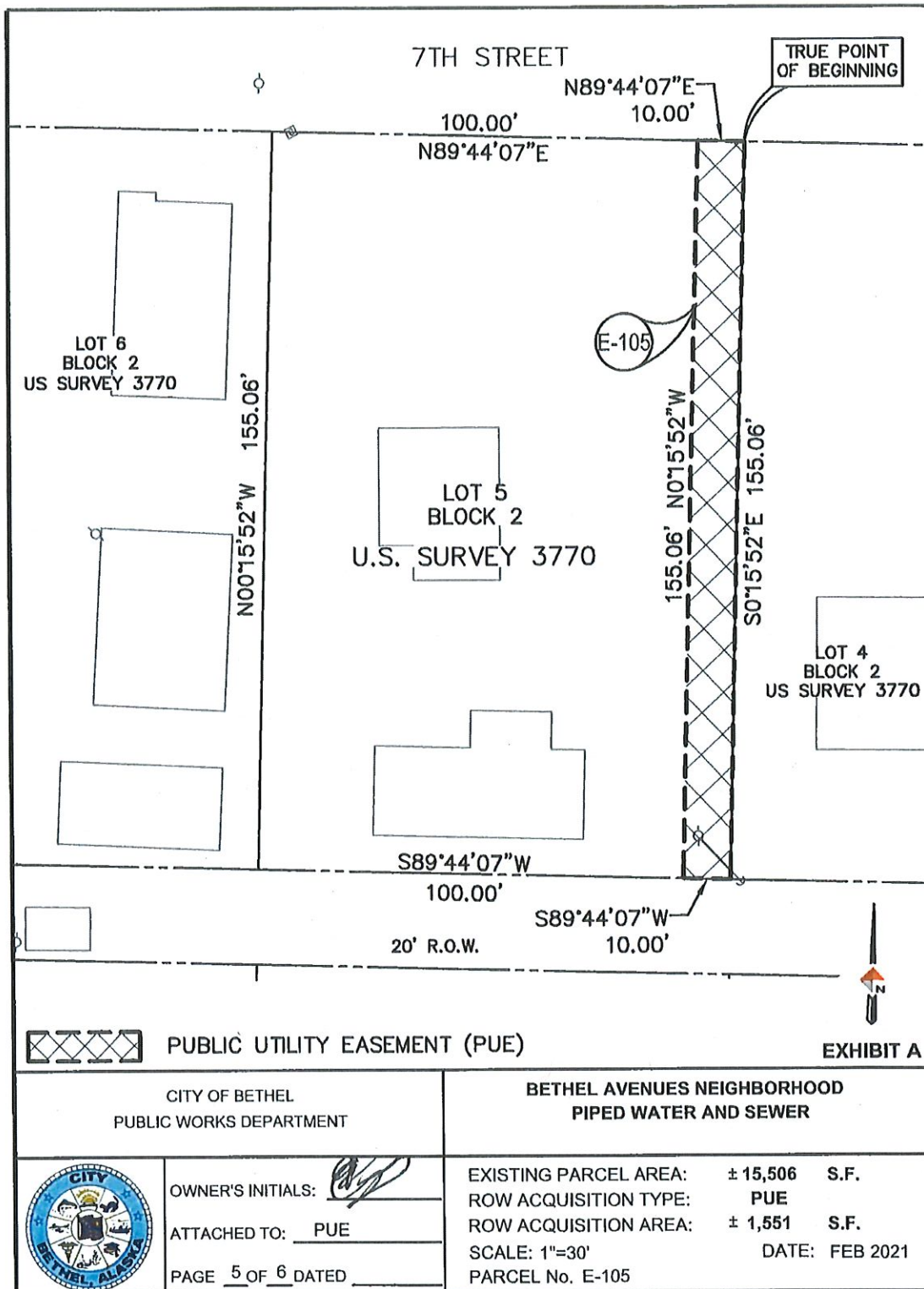
THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 21-_____, hereby accepts for public purposes the easement described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2021.

CITY OF BETHEL

By: _____
Peter A. Williams
Interim City Manager

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559



THESE PLATS MAY BE USED FOR THE ESTABLISHMENT OF THE
EASEMENT BOUNDARY ONLY, AND SHOULD NOT BE USED AS A
BASIS FOR ESTABLISHING ADJOINING PROPERTY LINES AND CORNERS.

FOR EXHIBIT A

PUBLIC UTILITY EASEMENT E-105

A PORTION OF LOT 5, BLOCK 2,
U.S. SURVEY NO. 3770



DOWL, LLC
4041 B STREET
ANCHORAGE, AK 99503
(907) 562-2000
WWW.DOWL.COM
(AECL848)

PAGE 6 OF 6

Introduced by: Peter A. Williams, City Manager
Introduction Date: July 20, 2021
Public Hearing Date: July 27, 2021
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 21-26 (a)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2022 CAPITAL IMPROVEMENT PLAN BUDGET

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

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2022.

WHEREAS, Bethel City Council appropriated \$1,500,000 in the FY 2021 City Budget to complete the City Hall Improvements project;

WHEREAS, the City had \$150,000 in the original roof renovation budget for contingency, but that money was spent on the following items at project onset: (1) \$139,025 in asbestos abatement, (2) \$25,900 for electrical service upgrade, and (3) \$13,182 for truss construction directive;

WHEREAS, the City Manager decided that the current City Hall renovations should include the replacement of all double pane windows with triple pane windows to make the building more energy efficient and reduce the cost to heat the building;

WHEREAS, the window replacement cost is \$58,918;

WHEREAS, the City expects future change orders for: (1) unknown discoveries in the old building, (2) awning over the new lift station, and (3) potential issues with the heating system rehabilitation;

WHEREAS, this budget modification is time sensitive because of the nationwide shortage of construction materials, long lead times between orders and deliveries, and short Bethel construction season;

WHEREAS, the City requests that \$100,000 be put in the construction budget to cover future contingency change orders that will likely involve the engineers, architects, and contractor;

Introduced by: Peter A. Williams, City Manager
Introduction Date: July 20, 2021
Public Hearing Date: July 27, 2021
Action:
Vote:

WHEREAS, the total budget modification requested is \$158,918, which includes \$58,918 plus \$100,000;

A-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-70-697	Property Maintenance - City Hall Improvements	1,493,915	158,918	1,652,833
10-10100	Cash in Combined Fund	14,376,983	(158,918)	14,218,065

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

ENACTED THIS 27th DAY OF JULY 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #21-37

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE BETHEL MUNICIPAL CODE TO ADOPT BED AND BREAKFAST PROVISIONS IN THE RESIDENTIAL ZONING DISTRICT FOLLOWING A PLAN REVIEW PERMIT PROCESS

WHEREAS, the City Council and Planning Commission have determined that regulations for bed and breakfast have been identified as a need to accommodate additional short term rental housing within the City of Bethel, Residential (R) district, and identifying in the code, design and operational design standards, and review process that are enforceable and would ensure compatibility in scale and character with other uses, such as single-family and duplex residential development;

WHEREAS, It is important to maintain the character of the lower density single-family and duplex development. One way to maintain this stability for the bed and breakfast use is to have the owner occupy the unit;

WHEREAS, in addition to the initial approval of the plan review permit for bed and breakfast homestay, an annual evaluation, in conjunction with the renewal of the operator's business license, will help keep operators in compliance with the code or any additional requirements added to their individual permits;

WHEREAS, Notwithstanding BMC 18.80.010 or any other provision of this Code, pre-existing lawful or unlawful nonconformities in existence upon the effective date of the provisions of this title or an amendment thereto shall be permitted to exist until they are removed, abandoned, substantially damaged, or sold, but not to encourage their perpetuation. Such nonconformities should be discontinued or brought into conformity with the current requirements of this title within one year. As used in this chapter, "current" refers to the requirements applicable after the effective date of the applicable provisions of this title or an amendment thereto.

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA:

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

SECTION 2. Amendment. Bethel Municipal Code Chapters 16.12.030 Planning Land Use, Planning and Site Development, Definitions. New language is underlined, and old language is stricken.

16.12.030 Definitions.

The following words, terms, and phrases shall have the meanings ascribed to them in this section:

“Abbreviated plat” means a representation of a subdivision in which the subdivision does not create more than four (4) lots; each lot created has legal and physical access to a public highway or street; the subdivision does not involve or require a dedication of a street, right-of-way, or other area; and the subdivision does not require a vacation of a public dedication of land or a variance from the requirements of any ordinance, including, but not limited to, requirements related to subdivision, land use, and building and construction, including flood hazard and drainage regulations.

“Access” means a means of vehicular or pedestrian approach, entry to or exit from property.

“Accessory building, structure or use” means uses and structures customarily accessory and clearly subordinate and incidental to the principal use or structure on a lot. This may include a structure or use for storage, coverage or similar use incidental to the principal use which contributes to the comfort, convenience, or necessity of occupants of the principal structure or use and is located on the same lot as the principal structure or use.

“Addition” means a parcel of land which is platted adjacent to an existing subdivision and which has the same name.

“Adequate” means sufficient in terms of actual or anticipated capacity or demand, satisfactory in terms of public safety requirements or as may be required by this code or other laws, regulations, or standards.

“Adjacent lot” means a lot or parcel of land which shares all or part of a common property line with another lot or parcel of land.

"Aliquot part" means the division of a surveyed section of land, described without reference to bearing or distance, into square or rectilinear parcels, the area of each parcel comprising a fractional portion of the total area of the section and of the parcel from which it is being divided.

"Alley" means a public right-of-way shown on a plat which provides only a secondary means of access to a lot, block, tract or other parcel of land.

"Alteration" means any change, addition or modification in the construction, location or use of a structure or lot.

"Apartment" means any building or portion thereof which is used, designed, built, rented or leased which contains dwelling units for four (4) or more families living independently of each other.

"Appeal" means a request to a higher body for a review of the decision of an administrative officer, the planning commission or the city council.

"Arterial" means a street used to carry high volumes of traffic to and from major traffic generators or into or out of the community.

"As-built plans" means construction plans that have been revised in accordance with all field changes reflecting the improvements on the site as they actually exist.

"Automotive repair" means replacement of parts, tune-up, lubrication, and washing and polishing of passenger trucks and cars.

"Base flood" means the flood having a one (1) percent chance of being equaled or exceeded in any given year; also referred to as the one-hundred- (100-) year flood. Areas subject to the base flood are special flood hazard areas and the designation of these areas on the FIRM always includes the letter A or V.

"Basement" means any area of a building having its floor subgrade (below ground level) on all sides.

"Bedroom" means a room marketed or designed to function primarily for sleeping.

"Bed and Breakfast" means a property providing accommodations for travelers that may also include a breakfast in a common eating area.

"Bed and Breakfast Homestay establishment" means an owner-occupied residential dwelling or a duplex in which one of the residential dwellings of the duplex is owner-

occupied with up to three guest rooms and includes residential uses offering overnight accommodations to registered transient guests.

“Block” means an area of land within a subdivision that is entirely bounded by rights-of-way, physical barriers, and exterior boundaries of the subdivision, except alleys, and which is usually divided into lots.

“Block length” means the distance between intersections of through streets, such distance being measured along the longest street bounding the block and from the right-of-way line of the two (2) intersecting streets.

“Building” means a structure of more or less permanent construction, having a roof and intended to be used for sheltering people, animals, property, or business activity. Temporary structures such as tents, fish-drying racks, dog houses, and shipping vans placed on a lot only for the reasonable duration of construction are not buildings for purposes of street and yard setbacks. Permanent structures such as houses, stores, mobile homes, manufactured homes, garages, storage sheds, shops, steam baths, and smokehouses are buildings. For setback purposes, a building includes such extended structures as arctic entries, balconies, carports, decks, exterior stairways, garages, porches, wannigans, water, sewage, and oil tanks, and windows. Where independent buildings with separate entrances are not joined by a common wall and/or ceiling or floor, each building is a separate building.

“Bunk house” means a building consisting of individual sleeping rooms for one (1) or more individuals working for the same employer, provided the rooms are not for rent or lease to persons other than employees of the same employer.

“Certificate to plat” means a certificate prepared by a title company authorized by the laws of the state to write the same, showing the names of all persons having any record title interest in the land to be platted together with the nature of their respective interests therein.

“Certified mobile home” means a transportable structure constructed to be towed on its own chassis, larger than three hundred twenty (320) square feet, designed to be used as a year-round residential dwelling, built after June fifteenth (15th), 1976, and bearing a seal certifying that it is built in compliance with the Federal Manufactured Housing Construction and Safety Standards ([42 USC Section 5401](#) et seq.) (see also “mobile home”).

“Child care facility” means a home or structure used and maintained to provide, for compensation, care for five (5) or more children unrelated to the care provider.

“City” means the city of Bethel.

“Collector street” means a street that carries traffic between local streets and other collectors and arterials.

“Commercial use” means a retail or wholesale business enterprise.

“Comprehensive plan” means a document of text, charts, graphics and maps, or any combination, designed to portray general, long-range proposals for the arrangement of land uses which is intended primarily to guide government policy towards achieving orderly and coordinated development of the entire community.

“Conditional use” means a use not permitted as a principal use within a district but which may be permitted if approved by the planning commission subject to conditions imposed by the planning commission that eliminate or substantially reduce the adverse effects the use would have on principal uses in the neighborhood and district and as may be necessary to preserve the integrity and character of the district and neighborhood in which the use is conditionally permitted.

“Construction” means and includes design, engineering, contract administration and work, labor and materials furnished for an improvement.

“Control valve” means the shut-off valve required by the city water utility to be placed on the water extension line on the customer’s property.

“Corner lot” means a lot located at the intersection of two (2) or more streets where the angle of intersection of the lot lines abutting those streets does not exceed one hundred thirty-five (135) degrees.

“Critical facility” means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use or store hazardous materials or hazardous waste.

“Cul-de-sac” means a road having one (1) end open to traffic and being terminated at the other end by a vehicular turnaround.

“Dedication” means the intentional appropriation of land by the owners to public use.

“Development” means any manmade change to improved or unimproved land, including but not limited to buildings or other structures; the excavation or relocation of material or depositing of fill on a parcel of land; mining, dredging, filling, grading, paving, or drilling operations; construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; for purposes of Chapter [15.08](#) BMC, it also

includes any storage of equipment or materials; for purposes of BMC Title [18](#), it also includes any use or change in use of any structure or land.

"Development phasing district" means an area shown on Figure 11 as corrected under BMC [16.08.040\(A\)](#), entitled "Development Phasing" in the 1997 Comprehensive Plan of the city of Bethel. Each district is identified by a number and letter as, for example, 3B. The district designations are used separately or in combinations to identify specific areas in which certain infrastructure requirements exist with respect to subdivision or other development activities.

"District" means a land use district established by BMC Title [18](#).

"Driveway" means a driving surface that connects the parking area of a property to a city, state, or privately maintained road (also see "Interior access lane").

"Duplex" means a structure or use on one (1) lot involving two (2) attached common wall dwelling units with a common wall extending from floor to ceiling and from exterior wall to exterior wall of the unit, each having a separate entrance and each unit designed for occupancy by one (1) family.

"Dwelling" means a building designed or used as the living quarters for one (1) or more families.

"Dwelling unit" means a room or group of rooms constituting all or part of a dwelling which is arranged, designed and used or intended for use exclusively as living quarters for one (1) family which may include washing toilet facilities, living, sleeping, and eating facilities, but no more than one (1) kitchen.

"Easement" means an interest in land owned by another that entitles the easement holder to a specified limited use, right or enjoyment. A public easement is an area legally reserved by plat or conveyed or reserved by deed for the purpose of allowing use by vehicles, pedestrians, utilities, drainage or for other purposes.

"Egress" means an area where a vehicle may leave a parcel and enter the public right-of-way or alley.

"Elevated building" means, for flood insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

"Engineer" means a registered professional civil engineer authorized to practice engineering in the state.

"Excessive" means a degree of use causing effects exceeding those generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience.

"Family" means one (1) or more persons occupying premises and living as a single housekeeping unit, as distinguished from a group occupying a roominghouse, club, fraternity house or hotel.

"Federal Insurance Administration (FIA)" means the division of the Federal Emergency Management Agency which is responsible for administration of the National Flood Insurance Program as set out in [44](#) CFR Part [2](#).

"Federal Insurance Administrator" means the administrator of the FIA as established in [42](#) USC Section [4129](#).

"Fence" means an artificially structured barrier of any material or combination of materials erected to enclose or screen areas of land.

"Final acceptance" means acceptance by the city, at the completion of construction and upon the posting of all required warranties, of a public improvement constructed as a condition of approval of a subdivision plat or other development permit.

"Final plat" means the final map, drawing, or chart on which the subdivision or resubdivision of land is presented to the planning commission or platting officer for approval, and which, when approved as meeting all preliminary plat conditions, will be submitted to the district recorder for recording.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters;
2. The unusual and rapid accumulation of runoff of surface waters from any source.

"Flood insurance rate map" or "FIRM" means the official map of the city on which the Federal Insurance Administration has delineated both the special flood hazard areas and the risk premium zones applicable to the city.

"Floodplain" or "flood-prone area" means any area of land susceptible to being inundated by water from any source. See definition of "flooding."

"Food and beverage sales" means retail sales of groceries, beverages, and household items. Typical uses include grocery stores, convenience stores and bakeries.

"Food and beverage services" means establishments or places of business primarily engaged in the sale of prepared food and beverages for on-premises consumption. Typical uses include restaurants, cafes, fast food outlets, including drive-through or drive-in establishments, and taverns.

"Freezer van" means a containerized shipping van usually about eight (8) feet wide by eight (8) feet high and either twenty (20) or forty (40) feet long and which have sometimes been converted to dwellings or storage and other nonshipping uses.

"Front lot line" means that boundary of a lot measured along the edge of the right-of-way of a dedicated street, private street or public road easement but not an alley, which abuts that line. In the case of a corner lot, either line which meets this description may be designated by the land use administrator as the "front lot line" and the other shall be treated as a side lot line.

"Front yard" means the distance between the front lot line and the part of the permanent structure nearest the front lot line. It also includes that portion of a yard between the front lot line and the required front yard setback line extended to the two (2) side lot lines, the depth of which is the least distance between the front lot line and the nearest permanent structure. In the case of a corner lot, the front lot line is the lot line so designated by the land use administrator.

"General permit" means general permit No. 83-4, as amended, extended or reauthorized, and issued by the Corps of Engineers, which places conditions on land development.

"Greenbelt or buffer park" means a strip or parcel of land privately restricted or publicly dedicated as open space for the purpose of protecting and enhancing the environment.

"Gross usable area" means the area within a lot or parcel of land that can be developed after subtracting areas of drainages, water areas, significant wetlands, setbacks, easements and areas that cannot be developed as a practical matter because of topography, soil or other physical conditions.

"Group home" means a facility located in a residential structure, the principal use of which is to serve as a place for persons seeking rehabilitation or recovery from any physical, mental, or emotional infirmity in a family setting as part of a group rehabilitation or recovery program involving counseling, self-help or other treatment or assistance.

“Home occupation” means an occupation carried on by the occupants of a dwelling as an accessory use in connection with which there is no exterior display of the activity except as noted in this definition, no persons are employed and no trucks or mechanical equipment are used or stored except trucks that are normally associated with a single-family residence. Home occupations include knitting, making of clothing, basketmaking, skinsewing, jewelrymaking, fish smoking, dance or music instructions in classes of five (5) pupils or less, and child care involving three (3) or fewer children who are not members of the household. Home occupation does not include use by an electrician, plumber, doctor, dentist, repair or fix-it shop.

“Improvement” means any construction incident to servicing or furnishing facilities for a subdivision such as grading, street surfacing, construction of driveway approaches, sidewalks, street signs, street lights, water lines, sanitary sewers and treatment systems, storm sewers, culverts, bridges, utilities, waterways, lakes and other items; the construction of any building or permanent structure or any external addition to a structure that constitutes a betterment of real property. The relocation of a structure within a lot or the relocation of a structure to another lot, the addition or relocation of fill or native material, the addition of a floor or room that changes the exterior dimensions of the building and the change to or addition to the sewer or water system serving the building are improvements; painting, siding, reroofing or other cosmetic changes are not considered to be improvements.

“Industrial use” means the use of a building or land where a primary use or activity is the warehousing, storage, movement, shipment or sale of cargo, petroleum products, gravel, sand, lumber, timber, fish, fish or material processing, port activities, or use of heavy equipment. The manufacturing of goods that emits obnoxious noise or fumes, requires the use of chemicals or materials that present a threat to the public health or safety, or requires the use of heavy equipment on the premises is an industrial use.

“Ingress” means the area where a vehicle may enter a private lot from the public right-of-way or public or private easement or other way.

“Institutional” means a structure where the primary use is for educational, governmental, or hospital activities.

“Interceptors” means all trunk, main and lateral sewer lines of every kind which are connected to and used for the collection of sewage from the customer service lines and its delivery to the sewage treatment plant.

“Interior access lane” means a nondedicated small vehicular way that is totally within the boundaries of a lot and provides direct access to parking spaces and/or provides interior circulation on the lot (see “Driveway”).

"Land use administrator" means the manager of the city planning department or such other person as the city manager appoints to administer BMC Titles [15](#), [16](#) and [18](#).

"Legal access" means the right of access to an abutting public, dedicated street, highway or road which is connected to and a part of the public system of streets of the city.

"Local street" means a street, generally within a subdivision, designed primarily to provide direct access to individual abutting properties.

"Lot" means the smallest portion of a subdivision being a measured portion of a parcel of land which is described, identified by a lot number, and fixed on an approved plat filed for record; also, when used in a more general sense, including parcel, tract, plat and property.

"Lot depth" means the distance between straight lines connecting side lot lines, measured between the midpoint of such lines except that such measurement shall not extend outside the lot lines of the lot being measured.

"Lot frontage" means the length of the front lot line.

"Lot improvement" means any building, structure, water or sewer facility, work of art or improvement of the land on which they are situated constituting a physical betterment of real property, or any part of such betterment.

"Lot line" means a fixed boundary of a lot described by survey located on an approved plat filed for record.

"Lot width" means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured between the midpoints of such lines except that such measurement shall not extend outside the lot lines of the lot being measured.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure usable solely for parking of vehicles, building access or limited storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation requirements of BMC [15.08.100](#).

"Manufactured home" means a structure, including a mobile home, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when

connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; it also includes any structure which meets all the above requirements except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the U.S. Secretary of Housing and Urban Development and complies with the standards established under [42](#) USC Sections [5401](#) through [5426](#); and except that such term shall not include any self-propelled recreational vehicle.

“Marginal street access” means a frontage road which separates properties from arterials and collectors and eliminates the need for unlimited access to such streets.

“Minor structure” means, for purposes of yard setback requirements, a structure such as a doghouse, small storage box or other small structure, not exceeding three (3) feet in height and not occupying more than twenty-five (25) square feet; except, a fence that does not exceed six (6) feet in height is treated as a minor structure.

“Mobile home” means a transportable structure constructed to be towed on its own chassis and designed to be used as a year-round residential dwelling (see also “certified mobile home”).

“Mobile home park” means any parcel of land, including separate parcels under common ownership, which is occupied by four (4) or more mobile homes but not including a mobile home sales lot if none of the mobile homes are used as dwellings.

“Nonconforming use, lot, or structure” means lots, structures, buildings, or uses of land that were lawful prior to the effective date of a provision of BMC Title [15](#), [16](#), [17](#) or [18](#), an amendment thereto, the removal of federal or state protections on land, or the annexation of land into the city, but which fail by reason of such new or revised provision, removal of government restriction, or annexation to conform to the present requirements of the provision.

“Nonconformity” means a nonconforming lot, structure, or use of land or structures.

“Nuisance” means an activity which arises from unreasonable, unwarranted or unlawful use by a person of property, which interferes with, obstructs or injures the right of another, or the public, in the use or enjoyment of property, endangers personal health or safety or produces material annoyance, inconvenience and discomfort.

“Official map” or “official land use map” means the map adopted by ordinance showing the boundaries of the land use districts to which the regulations of this code apply.

One-Hundred- (100-) Year Flood. See “Base flood.”

One-Hundred- (100-) Year Floodplain. See "Special flood hazard area."

"Ordinance" means any legislative action of the city council which has the force of law, including any amendment or repeal of any ordinance or Bethel Municipal Code provision.

"Owner" means any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient property interest in a parcel that is subject to the provisions of BMC Title [15](#), [16](#), [17](#) or [18](#).

"Owner-Occupied" means the property owner considers the property their primary residence.

"Parcel" means an area of land, legally created and described, not containing any smaller legally created area of land. A lot, tract, outlot, and area of land described by aliquot parts may be referred to as a "parcel."

"Parking space" means a driveable surface of gravel, sand, concrete or asphalt that is accessible from a street, interior access lane or aisle.

"Party wall" means a wall shared as a common support between two (2) contiguous structures, buildings, or dwelling units under different ownerships.

Person. The word "person" includes corporations and other entities and forms of association as well as individuals.

"Personal services" means commercial establishments primarily engaged in the provision of support services to other business, or services of a personal, professional or nonprofessional nature. Business activity may be conducted on the premises or off premises. Typical uses include barber and beauty shops, shoe repair, office maintenance services, health fitness studios, photographers, film processing shops, funeral and mortuary services, travel agencies, laundry and dry cleaning establishments, pharmacy, veterinary services, and secretarial services (see also "Professional office").

"Plan" means the city comprehensive plan.

"Planned development" means a form of development usually characterized by a unified site design for a number of housing units, clustering buildings and providing common open space, density increases, and a mix of building types and land uses. It permits the planning of a project and the calculation of densities over the entire development rather than on an individual lot-by-lot basis. It also refers to a process, mainly revolving around site plan review, in which public officials have considerable involvement and

discretion in determining the nature and arrangement of and special restrictions on the development.

"Planning commission" means the city of Bethel planning commission.

"Plat" means a map or representation on paper of a parcel of land. A "preliminary plat" is a map showing the salient features of a proposed subdivision of land submitted to the planning commission for purposes of preliminary consideration and approval. A "final plat" is a map of a subdivision of land made up in final form ready for approval and filing.

"Platting authority" means the planning commission.

"Platting officer" means the manager of the city of Bethel planning department or such other person as the city manager appoints to administer BMC Title [17](#).

"Preliminary consultation" means a voluntary meeting between the subdivider or developer and the land use administrator or platting officer for the purpose of informing the subdivider or developer of subdivision and development procedures and standards as prescribed by BMC Titles [15](#) through [18](#).

"Preliminary plat" means the conceptual maps, drawing or chart indicating the proposed layout of the subdivision to be submitted to the planning commission.

"Principal structure" means a building within which a principal use takes place, such as a residence or a business. Principal structure is a concept similar to principal use, except that it is specific to the use of a building.

"Principal use" means the major or predominant use of land or a structure, as distinguished from a secondary or accessory use.

"Professional office" means an office for the conduct of any one (1) of the following uses: accountant, advertising agency, architect, attorney, chiropractor, civil engineer or surveyor's drafting office, photographer, private detective, real estate office, social work, doctor, dentist, insurance sales or similar use, but not including barber shop, beauty parlor, contractor, pest control, pharmacy, veterinary. (Also see "Personal services.")

"Property line" means the perimeter of the lot.

"Public improvement" means any drainage ditch, roadway, park, pedestrian way, street, off-street parking area, lot improvement, street light, sewer, water or other facility for

which the city may ultimately assume the responsibility of maintenance and operation, or which may affect an improvement for which city responsibility is established.

“Public improvement guarantee” means a performance bond, deposit in escrow, letter of credit or a note from the applicant secured by a first (1st) deed of trust upon land given to the city to secure the timely performance of the applicant in the construction of required improvements.

“Public open space” means land dedicated or reserved for the use by the general public, including, but not limited to, parks, parkways, recreation areas, and school sites.

“Public utility” means all persons, firms, corporations, or municipal or public authorities which are certified as public utilities by the state and which provide gas, electricity, water, telephone, cable, storm sewers, sanitary sewers or other services of a similar nature.

“Rear lot line” means that boundary of a lot which is most parallel to the front lot line and does not intersect the front lot line. In the case of a triangular lot, “rear lot line” means a line twenty (20) feet in length within the lot parallel to and at the maximum distance from the front lot line.

“Rear yard” means the distance between the property line that parallels or generally parallels the rear lot line and the part of a structure, other than a minor structure, nearest the rear lot line.

“Recreational vehicle” means a vehicle which is: built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Regulatory flood” means the one-hundred- (100-) year flood. The water surface elevation of the regulatory flood is the water surface elevation delineated on the flood insurance rate map.

“Replat” means an alteration to an original recorded plat; a resubdivision.

“Reserve strip” means land reserved adjacent to a proposed street for the purpose of denying access from adjacent property to such street.

“Residential” means a structure where the primary use is for human habitation.

“Residential structure” means a single structure used primarily as a residence which may have one (1) or more dwelling units.

“Residential unit” means a common living area designed or advertised to house one (1) family.

“Resubdivision” means the redelineation of an existing lot, block, or tract of a previously recorded subdivision involving the change of property lines after vacation, the altering of dedicated streets, easements or public areas.

“Right-of-way” means land reserved, used or to be used for the use of supporting city services.

“Road” means a way for vehicular traffic, dedicated to public use.

“Setback” means the minimum distance required between a lot line and structures other than minor structures.

“Sewer facilities” means all interceptors, pressure pumps, valves, sumps, heating and electrical facilities, manholes, guards and other features required for an operating, piped sewage collection system.

“Shopping center” means a group of commercial establishments planned, constructed, developed, and managed as a unit with off-street parking provided on site.

“Side lot line” means that boundary of a lot which is neither a front nor rear lot line and which is perpendicular or generally perpendicular to the front lot property line.

“Side yard” means the distance between the side lot line and the part of a structure, other than a minor structure, nearest the side lot line.

“Significant wetlands” means (1) those areas of the floodplain that have not been developed; rivers, lakes, streams, sloughs, drainages, and ponds at least one-half (1/2) acre in size; and (2) a twenty-five- (25-) foot-wide area upland from the mean high water mark of major drainageways, lakes and ponds.

“Single-family dwelling” means a site-built dwelling unit designed for occupancy by one (1) family for individual ownership, lease, or rental.

“Site plan” means a plan, drawn to scale, which depicts and describes uses and structures proposed for a parcel of land as required by the regulations in BMC Title [15](#). It includes lot lines, streets, building sites, reserved open space, buildings, major

landscape and drainage features, proposed fill activity, plans for accommodating drainage, access location and dimensions and plans for the water and sewer system.

“Special flood hazard area” and “area of special flood hazard” mean the area within the city subject to the one-hundred- (100-) year flood as delineated on the flood insurance rate map for Bethel published by the Federal Insurance Administration. Designation of an area on the FIRM will always include the letter A or V.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty (180) days of the permit date. The “actual start” means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the “actual start of construction” means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“State” means the state of Alaska.

“Street” means a right-of-way which provides for vehicular and pedestrian travel access to abutting properties and includes arterials, collectors, roads, avenues, highways, ways and other rights-of-way for transportation, and other street uses such as placement of utilities.

“Street right-of-way width” means the distance between property lines measured at right angles to the centerline of the street.

“Street width” means the shortest distance between the lines delineating the right-of-way of the street.

“Structural alteration” means any addition to or subtraction from parts of a building, including walls, columns, beams, girders, foundations, doors and windows.

“Structure” means anything constructed or erected on the ground or attached to something located on the ground. Structures include walled or roofed buildings, radio and TV towers, storage vans, sheds, water tanks, sewage tanks, oil tanks, gas or liquid

storage tanks that are principally above ground, fences and signs. Operable vehicles, sidewalks and boardwalks, and pavement are not considered structures for yard setback purposes (see also "minor structure" and "temporary structure"). For floodplain management purposes, a "structure" means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Stub street" means a dead-end local street which provides for eventual expansion of the street onto unplatted land.

"Subdivider," "owner" or "developer" means a person, firm, association, partnership, corporation, governmental unit or combination of any of these which may hold any legal or equitable ownership interest in land being subdivided. The terms shall also include heirs, assigns, or successors in interest, or representatives of the subdivider, owner, proprietor or developer.

"Subdivision" means the division of a tract or parcel of land into two (2) or more lots, sites or other divisions by the landowner for the purpose, whether immediate or future, of sale, lease, conveyance or building development, or by the creation of public access other than common carrier and public utility access, including any resubdivision, and when appropriate to the context, the process of subdividing the land subdivided.

"Substandard lot" means a lot that was lawfully created and met all conditions of the applicable provisions of law and ordinance at the time the plat was approved by the platting authority, or at the time it was filed if platting authority approval was not required by state law at the time it was filed, but does not conform to one (1) or more of the applicable standards of BMC Title [17](#) or [18](#).

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial improvement" means, as applied to an existing structure, any remodeling, repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the fair market value of the structure either: (1) as such value exists before the improvement is started; or (2) if the structure has been damaged and is being restored, as such value existed before the damage occurred. Substantial improvement commences when the first (1st) alteration of any wall, ceiling, floor, or other structural part of a structure begins, whether or not that alteration affects the external dimensions of the structure. The term does not include either a project for improvement of a structure to correct existing violations of state or local

health, sanitary, or safety code specifications which have been identified by the appropriate code enforcement official and which are the minimum necessary to assure safe living conditions or to any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.

“Surveyor” means a land surveyor who is registered in the state.

“Temporary structure” means a structure that can easily be dismantled by one (1) person in one (1) day, or could be moved with human labor without the aid of mechanical lifting equipment. Examples of temporary structures are tents, fish-drying racks, dog houses, and small storage boxes.

“Through or double-frontage lot” means a lot other than a corner lot with frontage on more than one (1) street.

“Topographic map” means a map showing the land form by the use of contour lines.

“Tract” means an area within a subdivision that has been identified as a tract, but which is not a lot located within a numbered or lettered block and is not identified as a block.

“Triplex” means a structure involving three (3) attached common wall dwelling units, each unit designed for occupancy by one (1) family, for ownership, lease or rental.

“Use” means the purpose for which any land, structure, or building is arranged, designed, intended, occupied, or maintained.

“Used” or “occupied” as applied to any land or structure shall be construed to include the phrase “intended, arranged or designed to be used or occupied.”

“Vacation” means the act of making legally void the public interest or rights in a dedicated right-of-way, easement, public area or other dedicated public interest.

“Variance” means permission to depart from the literal standards or requirements of certain provisions of BMC Titles [15](#) through [18](#) granted pursuant to Chapter [18.64](#) BMC or, when applicable, BMC [15.08.260](#).

“Vehicle” means any mechanical device for carrying passengers, goods or equipment, usually moving on wheels or runners, such as a car, bicycle, sled or snow machine.

“Walkway” means a right-of-way, dedicated to public use, which crosses within a block to facilitate pedestrian access to adjacent streets and properties.

“Warranty” means a guarantee by the subdivider that the completed public improvement, accepted by the city, is free of defects in materials and workmanship and shall remain in good condition during the warranty period.

“Water area” means an area that is regularly or always occupied by water, whether standing, flowing or frozen.

“Water connection” means that part of the water distribution system connecting a water main with the lot line of the property to be furnished water service.

“Water-dependent” means a use or structure for commerce or industry that is dependent on the water by reason of the intrinsic nature of its operations and which cannot exist in any other locations.

“Water facilities” means all water mains, water connections, pumps, valves, fire hydrants, heating and electrical facilities, storage tanks and other parts of the city or a community water system.

“Water main” means that part of the water distribution system intended to directly or indirectly serve more than one (1) water connection.

“Zero lot line” means a development approach in which a building is sited on one (1) or more lot lines with no yard on at least one (1) side.

SECTION 3. Amendment. Bethel Municipal Code Chapters 18.32 Zoning, Residential District-R District. New language is underlined and old language is stricken.

Chapter 18.32 RESIDENTIAL DISTRICT – R DISTRICT

Sections:

18.32.010	Intent.
18.32.020	Permitted and principal uses and structures.
18.32.030	Conditional uses.
18.32.040	Minimum lot size.
18.32.050	Minimum setback requirements.
18.32.060	Maximum height of structures.
18.32.080	Noise.

18.32.010 Intent.

The intent of the residential district is to provide protection to residential areas from encroachment from nonresidential activities.

18.32.020 Permitted and principal uses and structures.

The following are permitted and principal uses and structures in the R district:

- A. Trails and boardwalks.
- B. Nonmotorized public access areas to the Kuskokwim River or other areas that require public access.
- C. Single-family dwelling units.
- D. Duplex uses.
- E. Greenbelts and land reserves.
- F. Subsistence activities.
- G. Any accessory use or structure associated with the principal use or structure on the lot. The use of a freezer van for any purpose is specifically prohibited; except, during the construction or substantial improvement of the primary structure on a lot, a freezer van used solely for storage of construction materials and equipment may be located on the lot for a period not to exceed twelve (12) months unless, for good cause shown, the time is extended in writing by the land use administrator.
- H. The facilities of sewer, water and other utilities required to serve the lots in the district.
- I. Home occupations, but not more than two (2) per dwelling unit.
- J. A bed and breakfast homestay as an accessory use to the principal structure.

18.32.030 Conditional uses.

The following uses and structures are permitted in the R district under the terms of a conditional use permit.

- A. Triplex and residential apartment buildings.
- B. Planned unit developments.
- C. Professional offices.
- D. Parks, playfields, and playgrounds.

- E. Churches and synagogues, along with the customary accessory uses, including administrative offices, parsonages, day nurseries, kindergartens and meeting rooms.
- F. Headquarters or administrative offices for charitable organizations and similar quasi-public organizations of a noncommercial nature.
- G. Radio and television transmission towers and antennas, not including amateur radio and citizen band radio antennas that are accessory to a residential use.
- H. Food and beverage sales.
- I. Personal services.
- J. The facilities of sewer, water and other utilities required to serve lots outside the district.

18.32.090 Bed and Breakfast Homestay

A. A bed and breakfast homestay may be allowed as an accessory use to a residential use provided that the use of the guest rooms for the bed and breakfast homestay is clearly incidental and subordinate to the use for residential purpose by its occupants.

B. Use Specific Standards

1. Definition. A bed and breakfast homestay as defined in 16.12.030

2. General Standards

a. The host-operator of the bed and breakfast homestay shall establish and maintain the single-family or duplex as his or her primary domicile at all times while it is operated as a bed and breakfast homestay.

b. A bed and breakfast homestay may have up to three guest rooms. In the case of a duplex, the total number of bed and breakfast homestay guest rooms for the entire duplex cannot exceed three guest rooms. The guest rooms will have no more than three occupants per guest room.

c. All structures are subject to all dimensional requirements of the R (residential) zoning district as outlined in 18.32.

d. The accessory use shall protect and maintain the integrity of the residential neighborhood. A bed and breakfast homestay shall not detract

from the principal use and shall not place a burden on any private or public infrastructure (i.e. streets or utilities) greater than anticipated from permitted development.

e. An operational fire extinguisher, smoke detectors (one per guest room plus one in each hallway) and carbon monoxide detectors shall be provided.

f. Operable egress windows must be in each guest room.

C. Parking. One off-street parking space per guest room in addition to the parking spaces required for the principal dwelling unit is required for the bed and breakfast homestay. The required parking must occur on site and meet all design standards requirements set forth in 18.48.180. Landscaping or other screening structure may be required by the Planning Manager to buffer parking from abutting homes.

D. Plan Review Permit. A bed and breakfast homestay shall require a plan review permit form that is created by the City Planning Department . An application for a bed and breakfast homestay shall not be complete unless it is accompanied by proof of current business license and a site plan and building floorplans for each level with the guest rooms identified. Prior to the issuance of a permit, the City Planning Manager or his/her designee will inspect the bed and breakfast homestay for compliance with the submitted plans. The Owner will be required to submit an affidavit on a form created by the City Planning Department yearly to verify the plans for the bed and breakfast homestay have not changed since the original approval.

E. Violations – Enforcement

1. The Owner of the bed and breakfast homestay is responsible for compliance with all provisions of this chapter and failure of the Owner to comply with this chapter will be deemed noncompliance by the Owner. The City Planning Manager may revoke or void any approval for the bed and breakfast homestay.

2. Remedies and penalties for violations under this chapter are provided in BMC Chapter 18.84 and this section. The following conduct shall constitute a violation for which the referenced penalties may be imposed, or permit revoked:

a. noncompliance with any of the requirements in this chapter.

b. noncompliance with conditions imposed by the City Planning Manager.

c. Failure to comply with a notice of violation/citation and/or pay fines imposed pursuant this subsection.

d. Failure to remit city sales tax or submit a report as required by BMC Chapter 4.16.

e. The occupants of the bed and breakfast homestay have created noise, disturbances, or nuisances, in violation of the BMC or state law pertaining to consumption of alcohol or the use of illegal drugs.

3. Evidence of Violation.

a. Advertising of any kind by an owner or agent that offers a residential dwelling unit as a bed and breakfast homestay, as defined and regulated in this chapter, shall constitute prima facie evidence of the operation of a bed and breakfast homestay. The burden of proof shall be on the owner to establish that the subject property is being used as a legal bed and breakfast homestay or is not in operation.

b. Other evidence of operation of a bed and breakfast homestay without a valid permit may include, but not limited to, occupant testimony, rental agreements, advertisements, and receipts or bank statements showing payments to owner by an occupant.

4. Penalties. The penalties for violations specified in this chapter shall be subject to 16.04.050.

5. Complaints and Corrections of violations. Complaints and violations shall be in accordance to 18.84.020 and 18.84.030.

a. Revocation. If the violation results in the revocation of the approval for the bed and breakfast homestay, the written notice will set the ground upon which the permit was revoked, the date and time when the revocation is effective, and the appeals procedure. These provisions do not preclude the City Planning Manager's use of any other remedy prescribed by law with respect to violation of this chapter.

6. Application for Permit after Revocation. A person who has had a bed and breakfast homestay approval revoked shall not be permitted to apply for a subsequent bed and breakfast homestay for a period of one year from the date of revocation.

Introduced by: Planning Commission
Introduction Date: July 27, 2021
Public Hearing Date: August 10, 2021
Action:
Vote:

7. Appeals. Appeals of an action made pursuant this chapter must be filed in accordance with BMC Chapter 18.72.

SECTION 4. Effective Date. This ordinance shall become effective September 1, 2021.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS __ DAY OF AUGUST 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.**

Michelle DeWitt Mayor

ATTEST:

Lori Strickler, City Clerk

Suggested Amendments to Ordinance 21-37 from the City Clerk and City Attorney

Amendment Number 1. Strike the fourth Whereas Statement

~~Notwithstanding BMC 18.80.010 or any other provision of this Code, pre-existing lawful or unlawful nonconformities in existence upon the effective date of the provisions of this title or an amendment thereto shall be permitted to exist until they are removed, abandoned, substantially damaged, or sold, but not to encourage their perpetuation. Such nonconformities should be discontinued or brought into conformity with the current requirements of this title within one year. As used in this chapter, "current" refers to the requirements applicable after the effective date of the applicable provisions of this title or an amendment thereto.~~

Insert a new SECTION 4 to Read:

Notwithstanding BMC 18.80.010 or any other provision of this Code, pre-existing lawful or unlawful nonconformities in existence upon the effective date of the provisions of this title shall be permitted to continue existing for one (1) year from the effective date. Such nonconformities should be discontinued or brought into conformity with the current requirements of this title within one (1) year of the effective date. As used in this section, "effective date" means the date stated in Subsection 5 of this ordinance.

Amendment Number 2. Strike Subsection 18.32.090 (E)(2)(d) Failure to remit city sales tax or submit a report as required by BMC Chapter 4.16 and insert under a new subsection e. e. Any violation regarding sales tax remittance or business licensure shall be enforced by the Finance Director under Titles 4 and 5 of this Code, with the cooperation of the City Planner as necessary.

18.32.090

E. Violations – Enforcement

2. Remedies and penalties for violations under this chapter are provided in BMC Chapter 18.84 and this section. The following conduct shall constitute a violation for which the referenced penalties may be imposed, or permit revoked:

a. noncompliance with any of the requirements in this chapter.

b. noncompliance with conditions imposed by the City Planning Manager.

c. Failure to comply with a notice of violation/citation and/or pay fines imposed pursuant this subsection.

d. Failure to remit city sales tax or submit a report as required by BMC Chapter 4.16.

d. The occupants of the bed and breakfast homestay have created noise, disturbances, or nuisances, in violation of the BMC or state law pertaining to consumption of alcohol or the use of illegal drugs.

e. Any violation regarding sales tax remittance or business licensure shall be enforced by the Finance Director under Titles 4 and 5 of this Code, with the cooperation of the City Planner as necessary.

Amendment Number 2 Explanation. The violations for sales tax remittance and reporting are outlined in Title 4 and managed by the Finance Department. An intermingling of duties between Finance and Planning should be avoid and the violations and enforcement separate.

RESOLUTION
Bethel Planning Commission
Resolution No. 2021-06

A RESOLUTION OF THE BETHEL PLANNING COMMISSION TO THE CITY COUNCIL RECOMMENDING AN AMENDMENT TO THE BETHEL MUNICIPAL CODE TO ADOPT BED AND BREAKFAST HOMESTAY PROVISIONS IN THE RESIDENTIAL ZONING DISTRICT.

WHEREAS, bed and breakfast homestays are currently not allowed in the Residential Zone, and

WHEREAS, the City recognizes the continued need for a variety of short-term rental in the area while maintaining the residential character of the neighborhoods, and

WHEREAS, the City is aware of the illegal operation of a number of bed and breakfast homestays in the residential zoned district that have been meeting the need for short term housing, and

WHEREAS, a Plan Review Permit Application is required for bed and breakfast homestays that are located within the residential zoned district. An application for a plan review permit for a bed and breakfast homestay will be developed by the Planning Department that will be required before the bed and breakfast homestay can be approved. An affidavit that will be required to be submitted annually by the Owner will also be developed by the Department, and

WHEREAS, this code amendment would provide standards for all bed and breakfast homestays in the residential zoned district to meet, such as a requirement for the owner to occupy the property, total number of rental rooms allowed (3), additional parking requirements, and other related design standards. This allows for consistency in development of bed and breakfast homestays and the opportunity for the City to assist in determining if the proposed development is compatible with the surrounding residential area, and

WHEREAS, the City recognizes the importance of maintaining the residential character of these areas. The design standards and application process were developed to try to mitigate concerns such as traffic, noise, and other potential negative impacts.

WHEREAS, the proposed amendment is fair and reasonable to implement and enforce as it will enhance the stated purpose of this title of promoting the public health, safety and welfare of the present and future inhabitants of the city. It allows for consistency amongst the bed and breakfast homestays and for the Department by developing design standards and permitting process, and

WHEREAS, the proposed amendment will enhance the stated purpose of this title of promoting health, safety and welfare of the present and future inhabitants of the city. The proposed text changes to provide for bed and breakfast homestays in the residential zoned district allows for

design standards the are intended in keeping with the spirit of the residential area, while providing for additional short term housing options, and

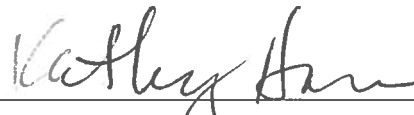
WHEREAS, the proposed amendment will be consistent with the intent and wording of the other provisions of this title. There are bed and breakfast homestays that are operating illegally in the resident zoned district due to the need for a variety of short-term housing for visitors and workers in Bethel. This code amendment will allow the bed and breakfast homestay to be a permitted use within the resident zoned district based on design standards that will allow the use while protecting the health and safety of the residential areas, and

WHEREAS the Planning Commission held a public hearing on Thursday, June 15, 2021 for reviewing the proposed ordinance and agreed with the findings of the city planner and consultant that the proposed amendment to the land use code satisfies BMC 18.76.040(A), is consistent with the City of Bethel Comprehensive Plan goals and objectives, and will provide additional short term housing options while maintaining the characteristics of residential-zoned neighborhoods, and

NOW, THEREFORE BE IT RESOLVED, the Planning Commission recommends to the City Council to approve and adopt an amendment to the Bethel Municipal Code that provides bed and breakfast homestay provisions in the residential zoning district.

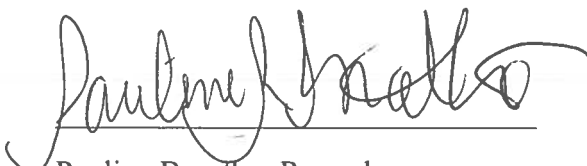
PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this 15th day of July 2021. City of Bethel City Planning Commission Action:

Vote: In Favor: 7 Opposed: 0 Abstained: -



Kathy Hanson, Chair

ATTEST:



Pauline Boratko, Recorder



City of Bethel

Planning Department
P.O. Box 1388
Bethel, Alaska 99559
(907) 543-5306

Memo

TO: City of Bethel Planning Commission

FROM: Ted Meyer, Planner

**SUBJECT: July 15, 2021 Planning Commission Hearing -
Review and Recommendation of a Zoning
Ordinance to Adopt Bed and Breakfast Provisions
in the Residential Zoning District.**

DATE: July 15, 2021

Background

Attached is a draft ordinance to adopt bed and breakfast provisions into the residential zoning code that was originally written by the Bethel City Clerk. At the Planning Commission meeting on December 10, 2020, commissioners created a Planning Commission subcommittee of three commissioners to review the document. The objective was to have a citizen committee made up of commissioners who have a firm grasp of land use and zoning, to review and refine the document. Three commissioners worked with the City's consultant, DOWL, and the City Planner to perform the work. There were two subcommittee meetings with the contractor in April and May 2021, followed by a bigger group review meeting that included the city manager, city clerk, and city attorney.

This next step is for the Planning Commission to review the document at the public hearing on July 15th, and then, if inclined, recommend the City Council to adopt the ordinance during the second reading at their August 24 meeting.

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CITY OF BETHEL, ALASKA

Ordinance #21-XX

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE BETHEL MUNICIPAL CODE TO ADOPT BED AND BREAKFAST PROVISIONS IN THE RESIDENTIAL ZONING DISTRICT FOLLOWING A PLAN REVIEW PERMIT PROCESS

WHEREAS, the City Council and Planning Commission have determined that regulations for bed and breakfast have identified a need to accommodate additional short term rental housing within the City of Bethel, Residential (R) district, and identifying in the code, design and operational design standards, and review process that are enforceable and would ensure compatibility in scale and character with other uses, such as single-family and duplex residential development.;

WHEREAS, It is important to maintain the character of the lower density single-family and duplex development. One way to maintain this stability for the bed and breakfast use is to have the owner occupy the unit.;

WHEREAS, in addition to the initial approval of the plan review permit for bed and breakfast homestay, an annual evaluation, in conjunction with the renewal of the operator's business license, will help keep operators in compliance with the code or any additional requirements added to their individual permits;

WHEREAS, Notwithstanding BMC 18.80.010 or any other provision of this Code, pre-existing lawful or unlawful nonconformities in existence upon the effective date of the provisions of this title or an amendment thereto shall be permitted to exist until they are removed, abandoned, substantially damaged, or sold, but not to encourage their perpetuation. Such nonconformities should be discontinued or brought into conformity with the current requirements of this title at the earliest possible time. As used in this chapter, "current" refers to the requirements applicable after the effective date of the applicable provisions of this title or an amendment thereto.

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NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA:

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

SECTION 2. Amendment. Bethel Municipal Code Chapters 16.12.030 Planning Land Use, Planning and Site Development, Definitions. New language is underlined, and old language is stricken.

16.12.030 Definitions.

The following words, terms, and phrases shall have the meanings ascribed to them in this section:

"Abbreviated plat" means a representation of a subdivision in which the subdivision does not create more than four (4) lots; each lot created has legal and physical access to a public highway or street; the subdivision does not involve or require a dedication of a street, right-of-way, or other area; and the subdivision does not require a vacation of a public dedication of land or a variance from the requirements of any ordinance, including, but not limited to, requirements related to subdivision, land use, and building and construction, including flood hazard and drainage regulations.

"Access" means a means of vehicular or pedestrian approach, entry to or exit from property.

"Accessory building, structure or use" means uses and structures customarily accessory and clearly subordinate and incidental to the principal use or structure on a lot. This may include a structure or use for storage, coverage or similar use incidental to the principal use which contributes to the comfort, convenience, or necessity of occupants of the principal structure or use and is located on the same lot as the principal structure or use.

"Addition" means a parcel of land which is platted adjacent to an existing subdivision and which has the same name.

"Adequate" means sufficient in terms of actual or anticipated capacity or demand, satisfactory in terms of public safety requirements or as may be required by this code or other laws, regulations, or standards.

"Adjacent lot" means a lot or parcel of land which shares all or part of a common property line with another lot or parcel of land.

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"Aliquot part" means the division of a surveyed section of land, described without reference to bearing or distance, into square or rectilinear parcels, the area of each parcel comprising a fractional portion of the total area of the section and of the parcel from which it is being divided.

"Alley" means a public right-of-way shown on a plat which provides only a secondary means of access to a lot, block, tract or other parcel of land.

"Alteration" means any change, addition or modification in the construction, location or use of a structure or lot.

"Apartment" means any building or portion thereof which is used, designed, built, rented or leased which contains dwelling units for four (4) or more families living independently of each other.

"Appeal" means a request to a higher body for a review of the decision of an administrative officer, the planning commission or the city council.

"Arterial" means a street used to carry high volumes of traffic to and from major traffic generators or into or out of the community.

"As-built plans" means construction plans that have been revised in accordance with all field changes reflecting the improvements on the site as they actually exist.

"Automotive repair" means replacement of parts, tune-up, lubrication, and washing and polishing of passenger trucks and cars.

"Base flood" means the flood having a one (1) percent chance of being equaled or exceeded in any given year; also referred to as the one-hundred- (100-) year flood. Areas subject to the base flood are special flood hazard areas and the designation of these areas on the FIRM always includes the letter A or V.

"Basement" means any area of a building having its floor subgrade (below ground level) on all sides.

"Bedroom" means a room marketed or designed to function primarily for sleeping.

"Bed and Breakfast" means a property providing accommodations for travelers that may also include a breakfast in a common eating area.

"Bed and Breakfast Homestay establishment" means an owner-occupied residential dwelling or a duplex in which one of the residential dwellings of the duplex is owner-

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occupied with up to three guest rooms and includes residential uses offering overnight accommodations to registered transient guests.

"Block" means an area of land within a subdivision that is entirely bounded by rights-of-way, physical barriers, and exterior boundaries of the subdivision, except alleys, and which is usually divided into lots.

"Block length" means the distance between intersections of through streets, such distance being measured along the longest street bounding the block and from the right-of-way line of the two (2) intersecting streets.

"Building" means a structure of more or less permanent construction, having a roof and intended to be used for sheltering people, animals, property, or business activity. Temporary structures such as tents, fish-drying racks, dog houses, and shipping vans placed on a lot only for the reasonable duration of construction are not buildings for purposes of street and yard setbacks. Permanent structures such as houses, stores, mobile homes, manufactured homes, garages, storage sheds, shops, steambaths, and smokehouses are buildings. For setback purposes, a building includes such extended structures as arctic entries, balconies, carports, decks, exterior stairways, garages, porches, wannigans, water, sewage, and oil tanks, and windows. Where independent buildings with separate entrances are not joined by a common wall and/or ceiling or floor, each building is a separate building.

"Bunk house" means a building consisting of individual sleeping rooms for one (1) or more individuals working for the same employer, provided the rooms are not for rent or lease to persons other than employees of the same employer.

"Certificate to plat" means a certificate prepared by a title company authorized by the laws of the state to write the same, showing the names of all persons having any record title interest in the land to be platted together with the nature of their respective interests therein.

"Certified mobile home" means a transportable structure constructed to be towed on its own chassis, larger than three hundred twenty (320) square feet, designed to be used as a year-round residential dwelling, built after June fifteenth (15th), 1976, and bearing a seal certifying that it is built in compliance with the Federal Manufactured Housing Construction and Safety Standards (42 USC Section 5401 et seq.) (see also "mobile home").

"Child care facility" means a home or structure used and maintained to provide, for compensation, care for five (5) or more children unrelated to the care provider.

"City" means the city of Bethel.

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"Collector street" means a street that carries traffic between local streets and other collectors and arterials.

"Commercial use" means a retail or wholesale business enterprise.

"Comprehensive plan" means a document of text, charts, graphics and maps, or any combination, designed to portray general, long-range proposals for the arrangement of land uses which is intended primarily to guide government policy towards achieving orderly and coordinated development of the entire community.

"Conditional use" means a use not permitted as a principal use within a district but which may be permitted if approved by the planning commission subject to conditions imposed by the planning commission that eliminate or substantially reduce the adverse effects the use would have on principal uses in the neighborhood and district and as may be necessary to preserve the integrity and character of the district and neighborhood in which the use is conditionally permitted.

"Construction" means and includes design, engineering, contract administration and work, labor and materials furnished for an improvement.

"Control valve" means the shut-off valve required by the city water utility to be placed on the water extension line on the customer's property.

"Corner lot" means a lot located at the intersection of two (2) or more streets where the angle of intersection of the lot lines abutting those streets does not exceed one hundred thirty-five (135) degrees.

"Critical facility" means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use or store hazardous materials or hazardous waste.

"Cul-de-sac" means a road having one (1) end open to traffic and being terminated at the other end by a vehicular turnaround.

"Dedication" means the intentional appropriation of land by the owners to public use.

"Development" means any manmade change to improved or unimproved land, including but not limited to buildings or other structures; the excavation or relocation of material or depositing of fill on a parcel of land; mining, dredging, filling, grading, paving, or drilling operations; construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; for purposes of Chapter 15.08 BMC, it also

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includes any storage of equipment or materials; for purposes of BMC Title [18](#), it also includes any use or change in use of any structure or land.

"Development phasing district" means an area shown on Figure 11 as corrected under BMC [16.08.040\(A\)](#), entitled "Development Phasing" in the 1997 Comprehensive Plan of the city of Bethel. Each district is identified by a number and letter as, for example, 3B. The district designations are used separately or in combinations to identify specific areas in which certain infrastructure requirements exist with respect to subdivision or other development activities.

"District" means a land use district established by BMC Title [18](#).

"Driveway" means a driving surface that connects the parking area of a property to a city, state, or privately maintained road (also see "Interior access lane").

"Duplex" means a structure or use on one (1) lot involving two (2) attached common wall dwelling units with a common wall extending from floor to ceiling and from exterior wall to exterior wall of the unit, each having a separate entrance and each unit designed for occupancy by one (1) family.

"Dwelling" means a building designed or used as the living quarters for one (1) or more families.

"Dwelling unit" means a room or group of rooms constituting all or part of a dwelling which is arranged, designed and used or intended for use exclusively as living quarters for one (1) family which may include washing toilet facilities, living, sleeping, and eating facilities, but no more than one (1) kitchen.

"Easement" means an interest in land owned by another that entitles the easement holder to a specified limited use, right or enjoyment. A public easement is an area legally reserved by plat or conveyed or reserved by deed for the purpose of allowing use by vehicles, pedestrians, utilities, drainage or for other purposes.

"Egress" means an area where a vehicle may leave a parcel and enter the public right-of-way or alley.

"Elevated building" means, for flood insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

"Engineer" means a registered professional civil engineer authorized to practice engineering in the state.

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"Excessive" means a degree of use causing effects exceeding those generated by uses permitted in the district in their customary manner of operation, or to a degree injurious to the public health, safety, welfare or convenience.

"Family" means one (1) or more persons occupying premises and living as a single housekeeping unit, as distinguished from a group occupying a roominghouse, club, fraternity house or hotel.

"Federal Insurance Administration (FIA)" means the division of the Federal Emergency Management Agency which is responsible for administration of the National Flood Insurance Program as set out in [44](#) CFR Part [2](#).

"Federal Insurance Administrator" means the administrator of the FIA as established in [42](#) USC Section [4129](#).

"Fence" means an artificially structured barrier of any material or combination of materials erected to enclose or screen areas of land.

"Final acceptance" means acceptance by the city, at the completion of construction and upon the posting of all required warranties, of a public improvement constructed as a condition of approval of a subdivision plat or other development permit.

"Final plat" means the final map, drawing, or chart on which the subdivision or resubdivision of land is presented to the planning commission or platting officer for approval, and which, when approved as meeting all preliminary plat conditions, will be submitted to the district recorder for recording.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters;
2. The unusual and rapid accumulation of runoff of surface waters from any source.

"Flood insurance rate map" or "FIRM" means the official map of the city on which the Federal Insurance Administration has delineated both the special flood hazard areas and the risk premium zones applicable to the city.

"Floodplain" or "flood-prone area" means any area of land susceptible to being inundated by water from any source. See definition of "flooding."

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"Food and beverage sales" means retail sales of groceries, beverages, and household items. Typical uses include grocery stores, convenience stores and bakeries.

"Food and beverage services" means establishments or places of business primarily engaged in the sale of prepared food and beverages for on-premises consumption. Typical uses include restaurants, cafes, fast food outlets, including drive-through or drive-in establishments, and taverns.

"Freezer van" means a containerized shipping van usually about eight (8) feet wide by eight (8) feet high and either twenty (20) or forty (40) feet long and which have sometimes been converted to dwellings or storage and other nonshipping uses.

"Front lot line" means that boundary of a lot measured along the edge of the right-of-way of a dedicated street, private street or public road easement but not an alley, which abuts that line. In the case of a corner lot, either line which meets this description may be designated by the land use administrator as the "front lot line" and the other shall be treated as a side lot line.

"Front yard" means the distance between the front lot line and the part of the permanent structure nearest the front lot line. It also includes that portion of a yard between the front lot line and the required front yard setback line extended to the two (2) side lot lines, the depth of which is the least distance between the front lot line and the nearest permanent structure. In the case of a corner lot, the front lot line is the lot line so designated by the land use administrator.

"General permit" means general permit No. 83-4, as amended, extended or reauthorized, and issued by the Corps of Engineers, which places conditions on land development.

"Greenbelt or buffer park" means a strip or parcel of land privately restricted or publicly dedicated as open space for the purpose of protecting and enhancing the environment.

"Gross usable area" means the area within a lot or parcel of land that can be developed after subtracting areas of drainages, water areas, significant wetlands, setbacks, easements and areas that cannot be developed as a practical matter because of topography, soil or other physical conditions.

"Group home" means a facility located in a residential structure, the principal use of which is to serve as a place for persons seeking rehabilitation or recovery from any physical, mental, or emotional infirmity in a family setting as part of a group rehabilitation or recovery program involving counseling, self-help or other treatment or assistance.

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"Home occupation" means an occupation carried on by the occupants of a dwelling as an accessory use in connection with which there is no exterior display of the activity except as noted in this definition, no persons are employed and no trucks or mechanical equipment are used or stored except trucks that are normally associated with a single-family residence. Home occupations include knitting, making of clothing, basketmaking, skinsewing, jewelrymaking, fish smoking, dance or music instructions in classes of five (5) pupils or less, and child care involving three (3) or fewer children who are not members of the household. Home occupation does not include use by an electrician, plumber, doctor, dentist, repair or fix-it shop.

"Improvement" means any construction incident to servicing or furnishing facilities for a subdivision such as grading, street surfacing, construction of driveway approaches, sidewalks, street signs, street lights, water lines, sanitary sewers and treatment systems, storm sewers, culverts, bridges, utilities, waterways, lakes and other items; the construction of any building or permanent structure or any external addition to a structure that constitutes a betterment of real property. The relocation of a structure within a lot or the relocation of a structure to another lot, the addition or relocation of fill or native material, the addition of a floor or room that changes the exterior dimensions of the building and the change to or addition to the sewer or water system serving the building are improvements; painting, siding, reroofing or other cosmetic changes are not considered to be improvements.

"Industrial use" means the use of a building or land where a primary use or activity is the warehousing, storage, movement, shipment or sale of cargo, petroleum products, gravel, sand, lumber, timber, fish, fish or material processing, port activities, or use of heavy equipment. The manufacturing of goods that emits obnoxious noise or fumes, requires the use of chemicals or materials that present a threat to the public health or safety, or requires the use of heavy equipment on the premises is an industrial use.

"Ingress" means the area where a vehicle may enter a private lot from the public right-of-way or public or private easement or other way.

"Institutional" means a structure where the primary use is for educational, governmental, or hospital activities.

"Interceptors" means all trunk, main and lateral sewer lines of every kind which are connected to and used for the collection of sewage from the customer service lines and its delivery to the sewage treatment plant.

"Interior access lane" means a nondedicated small vehicular way that is totally within the boundaries of a lot and provides direct access to parking spaces and/or provides interior circulation on the lot (see "Driveway").

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"Land use administrator" means the manager of the city planning department or such other person as the city manager appoints to administer BMC Titles [15](#), [16](#) and [18](#).

"Legal access" means the right of access to an abutting public, dedicated street, highway or road which is connected to and a part of the public system of streets of the city.

"Local street" means a street, generally within a subdivision, designed primarily to provide direct access to individual abutting properties.

"Lot" means the smallest portion of a subdivision being a measured portion of a parcel of land which is described, identified by a lot number, and fixed on an approved plat filed for record; also, when used in a more general sense, including parcel, tract, plat and property.

"Lot depth" means the distance between straight lines connecting side lot lines, measured between the midpoint of such lines except that such measurement shall not extend outside the lot lines of the lot being measured.

"Lot frontage" means the length of the front lot line.

"Lot improvement" means any building, structure, water or sewer facility, work of art or improvement of the land on which they are situated constituting a physical betterment of real property, or any part of such betterment.

"Lot line" means a fixed boundary of a lot described by survey located on an approved plat filed for record.

"Lot width" means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured between the midpoints of such lines except that such measurement shall not extend outside the lot lines of the lot being measured.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure usable solely for parking of vehicles, building access or limited storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation requirements of BMC [15.08.100](#).

"Manufactured home" means a structure, including a mobile home, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when

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connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; it also includes any structure which meets all the above requirements except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the U.S. Secretary of Housing and Urban Development and complies with the standards established under [42 USC Sections 5401](#) through [5426](#); and except that such term shall not include any self-propelled recreational vehicle.

"Marginal street access" means a frontage road which separates properties from arterials and collectors and eliminates the need for unlimited access to such streets.

"Minor structure" means, for purposes of yard setback requirements, a structure such as a doghouse, small storage box or other small structure, not exceeding three (3) feet in height and not occupying more than twenty-five (25) square feet; except, a fence that does not exceed six (6) feet in height is treated as a minor structure.

"Mobile home" means a transportable structure constructed to be towed on its own chassis and designed to be used as a year-round residential dwelling (see also "certified mobile home").

"Mobile home park" means any parcel of land, including separate parcels under common ownership, which is occupied by four (4) or more mobile homes but not including a mobile home sales lot if none of the mobile homes are used as dwellings.

"Nonconforming use, lot, or structure" means lots, structures, buildings, or uses of land that were lawful prior to the effective date of a provision of BMC Title [15](#), [16](#), [17](#) or [18](#), an amendment thereto, the removal of federal or state protections on land, or the annexation of land into the city, but which fail by reason of such new or revised provision, removal of government restriction, or annexation to conform to the present requirements of the provision.

"Nonconformity" means a nonconforming lot, structure, or use of land or structures.

"Nuisance" means an activity which arises from unreasonable, unwarranted or unlawful use by a person of property, which interferes with, obstructs or injures the right of another, or the public, in the use or enjoyment of property, endangers personal health or safety or produces material annoyance, inconvenience and discomfort.

"Official map" or "official land use map" means the map adopted by ordinance showing the boundaries of the land use districts to which the regulations of this code apply.

One-Hundred- (100-) Year Flood. See "Base flood."

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One-Hundred- (100-) Year Floodplain. See "Special flood hazard area."

"Ordinance" means any legislative action of the city council which has the force of law, including any amendment or repeal of any ordinance or Bethel Municipal Code provision.

"Owner" means any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient property interest in a parcel that is subject to the provisions of BMC Title 15, 16, 17 or 18.

"Owner-Occupied" means the property owner considers the property their primary residence.

"Parcel" means an area of land, legally created and described, not containing any smaller legally created area of land. A lot, tract, outlot, and area of land described by aliquot parts may be referred to as a "parcel."

"Parking space" means a driveable surface of gravel, sand, concrete or asphalt that is accessible from a street, interior access lane or aisle.

"Party wall" means a wall shared as a common support between two (2) contiguous structures, buildings, or dwelling units under different ownerships.

Person. The word "person" includes corporations and other entities and forms of association as well as individuals.

"Personal services" means commercial establishments primarily engaged in the provision of support services to other business, or services of a personal, professional or nonprofessional nature. Business activity may be conducted on the premises or off premises. Typical uses include barber and beauty shops, shoe repair, office maintenance services, health fitness studios, photographers, film processing shops, funeral and mortuary services, travel agencies, laundry and dry cleaning establishments, pharmacy, veterinary services, and secretarial services (see also "Professional office").

"Plan" means the city comprehensive plan.

"Planned development" means a form of development usually characterized by a unified site design for a number of housing units, clustering buildings and providing common open space, density increases, and a mix of building types and land uses. It permits the planning of a project and the calculation of densities over the entire development rather than on an individual lot-by-lot basis. It also refers to a process, mainly revolving around site plan review, in which public officials have considerable involvement and

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discretion in determining the nature and arrangement of and special restrictions on the development.

"Planning commission" means the city of Bethel planning commission.

"Plat" means a map or representation on paper of a parcel of land. A "preliminary plat" is a map showing the salient features of a proposed subdivision of land submitted to the planning commission for purposes of preliminary consideration and approval. A "final plat" is a map of a subdivision of land made up in final form ready for approval and filing.

"Platting authority" means the planning commission.

"Platting officer" means the manager of the city of Bethel planning department or such other person as the city manager appoints to administer BMC Title 17.

"Preliminary consultation" means a voluntary meeting between the subdivider or developer and the land use administrator or platting officer for the purpose of informing the subdivider or developer of subdivision and development procedures and standards as prescribed by BMC Titles 15 through 18.

"Preliminary plat" means the conceptual maps, drawing or chart indicating the proposed layout of the subdivision to be submitted to the planning commission.

"Principal structure" means a building within which a principal use takes place, such as a residence or a business. Principal structure is a concept similar to principal use, except that it is specific to the use of a building.

"Principal use" means the major or predominant use of land or a structure, as distinguished from a secondary or accessory use.

"Professional office" means an office for the conduct of any one (1) of the following uses: accountant, advertising agency, architect, attorney, chiropractor, civil engineer or surveyor's drafting office, photographer, private detective, real estate office, social work, doctor, dentist, insurance sales or similar use, but not including barber shop, beauty parlor, contractor, pest control, pharmacy, veterinary. (Also see "Personal services.")

"Property line" means the perimeter of the lot.

"Public improvement" means any drainage ditch, roadway, park, pedestrian way, street, off-street parking area, lot improvement, street light, sewer, water or other facility for

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which the city may ultimately assume the responsibility of maintenance and operation, or which may affect an improvement for which city responsibility is established.

"Public improvement guarantee" means a performance bond, deposit in escrow, letter of credit or a note from the applicant secured by a first (1st) deed of trust upon land given to the city to secure the timely performance of the applicant in the construction of required improvements.

"Public open space" means land dedicated or reserved for the use by the general public, including, but not limited to, parks, parkways, recreation areas, and school sites.

"Public utility" means all persons, firms, corporations, or municipal or public authorities which are certified as public utilities by the state and which provide gas, electricity, water, telephone, cable, storm sewers, sanitary sewers or other services of a similar nature.

"Rear lot line" means that boundary of a lot which is most parallel to the front lot line and does not intersect the front lot line. In the case of a triangular lot, "rear lot line" means a line twenty (20) feet in length within the lot parallel to and at the maximum distance from the front lot line.

"Rear yard" means the distance between the property line that parallels or generally parallels the rear lot line and the part of a structure, other than a minor structure, nearest the rear lot line.

"Recreational vehicle" means a vehicle which is: built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory flood" means the one-hundred- (100-) year flood. The water surface elevation of the regulatory flood is the water surface elevation delineated on the flood insurance rate map.

"Replat" means an alteration to an original recorded plat; a resubdivision.

"Reserve strip" means land reserved adjacent to a proposed street for the purpose of denying access from adjacent property to such street.

"Residential" means a structure where the primary use is for human habitation.

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"Residential structure" means a single structure used primarily as a residence which may have one (1) or more dwelling units.

"Residential unit" means a common living area designed or advertised to house one (1) family.

"Resubdivision" means the redelineation of an existing lot, block, or tract of a previously recorded subdivision involving the change of property lines after vacation, the altering of dedicated streets, easements or public areas.

"Right-of-way" means land reserved, used or to be used for the use of supporting city services.

"Road" means a way for vehicular traffic, dedicated to public use.

"Setback" means the minimum distance required between a lot line and structures other than minor structures.

"Sewer facilities" means all interceptors, pressure pumps, valves, sumps, heating and electrical facilities, manholes, guards and other features required for an operating, piped sewage collection system.

"Shopping center" means a group of commercial establishments planned, constructed, developed, and managed as a unit with off-street parking provided on site.

"Side lot line" means that boundary of a lot which is neither a front nor rear lot line and which is perpendicular or generally perpendicular to the front lot property line.

"Side yard" means the distance between the side lot line and the part of a structure, other than a minor structure, nearest the side lot line.

"Significant wetlands" means (1) those areas of the floodplain that have not been developed; rivers, lakes, streams, sloughs, drainages, and ponds at least one-half (1/2) acre in size; and (2) a twenty-five- (25-) foot-wide area upland from the mean high water mark of major drainageways, lakes and ponds.

"Single-family dwelling" means a site-built dwelling unit designed for occupancy by one (1) family for individual ownership, lease, or rental.

"Site plan" means a plan, drawn to scale, which depicts and describes uses and structures proposed for a parcel of land as required by the regulations in BMC Title 15. It includes lot lines, streets, building sites, reserved open space, buildings, major

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landscape and drainage features, proposed fill activity, plans for accommodating drainage, access location and dimensions and plans for the water and sewer system.

"Special flood hazard area" and "area of special flood hazard" mean the area within the city subject to the one-hundred- (100-) year flood as delineated on the flood insurance rate map for Bethel published by the Federal Insurance Administration. Designation of an area on the FIRM will always include the letter A or V.

"Start of construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty (180) days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the "actual start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State" means the state of Alaska.

"Street" means a right-of-way which provides for vehicular and pedestrian travel access to abutting properties and includes arterials, collectors, roads, avenues, highways, ways and other rights-of-way for transportation, and other street uses such as placement of utilities.

"Street right-of-way width" means the distance between property lines measured at right angles to the centerline of the street.

"Street width" means the shortest distance between the lines delineating the right-of-way of the street.

"Structural alteration" means any addition to or subtraction from parts of a building, including walls, columns, beams, girders, foundations, doors and windows.

"Structure" means anything constructed or erected on the ground or attached to something located on the ground. Structures include walled or roofed buildings, radio and TV towers, storage vans, sheds, water tanks, sewage tanks, oil tanks, gas or liquid

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storage tanks that are principally above ground, fences and signs. Operable vehicles, sidewalks and boardwalks, and pavement are not considered structures for yard setback purposes (see also "minor structure" and "temporary structure"). For floodplain management purposes, a "structure" means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Stub street" means a dead-end local street which provides for eventual expansion of the street onto unplatted land.

"Subdivider," "owner" or "developer" means a person, firm, association, partnership, corporation, governmental unit or combination of any of these which may hold any legal or equitable ownership interest in land being subdivided. The terms shall also include heirs, assigns, or successors in interest, or representatives of the subdivider, owner, proprietor or developer.

"Subdivision" means the division of a tract or parcel of land into two (2) or more lots, sites or other divisions by the landowner for the purpose, whether immediate or future, of sale, lease, conveyance or building development, or by the creation of public access other than common carrier and public utility access, including any resubdivision, and when appropriate to the context, the process of subdividing the land subdivided.

"Substandard lot" means a lot that was lawfully created and met all conditions of the applicable provisions of law and ordinance at the time the plat was approved by the platting authority, or at the time it was filed if platting authority approval was not required by state law at the time it was filed, but does not conform to one (1) or more of the applicable standards of BMC Title 17 or 18.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial improvement" means, as applied to an existing structure, any remodeling, repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the fair market value of the structure either: (1) as such value exists before the improvement is started; or (2) if the structure has been damaged and is being restored, as such value existed before the damage occurred. Substantial improvement commences when the first (1st) alteration of any wall, ceiling, floor, or other structural part of a structure begins, whether or not that alteration affects the external dimensions of the structure. The term does not include either a project for improvement of a structure to correct existing violations of state or local

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health, sanitary, or safety code specifications which have been identified by the appropriate code enforcement official and which are the minimum necessary to assure safe living conditions or to any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.

"Surveyor" means a land surveyor who is registered in the state.

"Temporary structure" means a structure that can easily be dismantled by one (1) person in one (1) day, or could be moved with human labor without the aid of mechanical lifting equipment. Examples of temporary structures are tents, fish-drying racks, dog houses, and small storage boxes.

"Through or double-frontage lot" means a lot other than a corner lot with frontage on more than one (1) street.

"Topographic map" means a map showing the land form by the use of contour lines.

"Tract" means an area within a subdivision that has been identified as a tract, but which is not a lot located within a numbered or lettered block and is not identified as a block.

"Triplex" means a structure involving three (3) attached common wall dwelling units, each unit designed for occupancy by one (1) family, for ownership, lease or rental.

"Use" means the purpose for which any land, structure, or building is arranged, designed, intended, occupied, or maintained.

"Used" or "occupied" as applied to any land or structure shall be construed to include the phrase "intended, arranged or designed to be used or occupied."

"Vacation" means the act of making legally void the public interest or rights in a dedicated right-of-way, easement, public area or other dedicated public interest.

"Variance" means permission to depart from the literal standards or requirements of certain provisions of BMC Titles [15](#) through [18](#) granted pursuant to Chapter [18.64](#) BMC or, when applicable, BMC [15.08.260](#).

"Vehicle" means any mechanical device for carrying passengers, goods or equipment, usually moving on wheels or runners, such as a car, bicycle, sled or snow machine.

"Walkway" means a right-of-way, dedicated to public use, which crosses within a block to facilitate pedestrian access to adjacent streets and properties.

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"Warranty" means a guarantee by the subdivider that the completed public improvement, accepted by the city, is free of defects in materials and workmanship and shall remain in good condition during the warranty period.

"Water area" means an area that is regularly or always occupied by water, whether standing, flowing or frozen.

"Water connection" means that part of the water distribution system connecting a water main with the lot line of the property to be furnished water service.

"Water-dependent" means a use or structure for commerce or industry that is dependent on the water by reason of the intrinsic nature of its operations and which cannot exist in any other locations.

"Water facilities" means all water mains, water connections, pumps, valves, fire hydrants, heating and electrical facilities, storage tanks and other parts of the city or a community water system.

"Water main" means that part of the water distribution system intended to directly or indirectly serve more than one (1) water connection.

"Zero lot line" means a development approach in which a building is sited on one (1) or more lot lines with no yard on at least one (1) side.

SECTION 3. Amendment. Bethel Municipal Code Chapters 18.32 Zoning, Residential District-R District. New language is underlined and old language is stricken.

Chapter 18.32 RESIDENTIAL DISTRICT – R DISTRICT

Sections:

18.32.010	Intent.
18.32.020	Permitted and principal uses and structures.
18.32.030	Conditional uses.
18.32.040	Minimum lot size.
18.32.050	Minimum setback requirements.
18.32.060	Maximum height of structures.
18.32.080	Noise.

18.32.010 Intent.

The intent of the residential district is to provide protection to residential areas from encroachment from nonresidential activities.

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18.32.020 Permitted and principal uses and structures.

The following are permitted and principal uses and structures in the R district:

- A. Trails and boardwalks.
- B. Nonmotorized public access areas to the Kuskokwim River or other areas that require public access.
- C. Single-family dwelling units.
- D. Duplex uses.
- E. Greenbelts and land reserves.
- F. Subsistence activities.
- G. Any accessory use or structure associated with the principal use or structure on the lot. The use of a freezer van for any purpose is specifically prohibited; except, during the construction or substantial improvement of the primary structure on a lot, a freezer van used solely for storage of construction materials and equipment may be located on the lot for a period not to exceed twelve (12) months unless, for good cause shown, the time is extended in writing by the land use administrator.
- H. The facilities of sewer, water and other utilities required to serve the lots in the district.
- I. Home occupations, but not more than two (2) per dwelling unit.
- J. A bed and breakfast homestay as an accessory use to the principal structure.

18.32.030 Conditional uses.

The following uses and structures are permitted in the R district under the terms of a conditional use permit.

- A. Triplex and residential apartment buildings.
- B. Planned unit developments.
- C. Professional offices.
- D. Parks, playfields, and playgrounds.

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- E. Churches and synagogues, along with the customary accessory uses, including administrative offices, parsonages, day nurseries, kindergartens and meeting rooms.
- F. Headquarters or administrative offices for charitable organizations and similar quasi-public organizations of a noncommercial nature.
- G. Radio and television transmission towers and antennas, not including amateur radio and citizen band radio antennas that are accessory to a residential use.
- H. Food and beverage sales.
- I. Personal services.
- J. The facilities of sewer, water and other utilities required to serve lots outside the district.

18.32.090 Bed and Breakfast Homestay

A. A bed and breakfast homestay may be allowed as an accessory use to a residential use provided that the use of the guest rooms for the bed and breakfast homestay is clearly incidental and subordinate to the use for residential purpose by its occupants.

B. Use Specific Standards

1. Definition. A bed and breakfast homestay as defined in 16.12.030

2. General Standards

a. The host-operator of the bed and breakfast homestay shall establish and maintain the single-family or duplex as his or her primary domicile at all times while it is operated as a bed and breakfast homestay.

b. A bed and breakfast homestay may have up to three guest rooms. In the case of a duplex, the total number of bed and breakfast homestay guest rooms for the entire duplex cannot exceed three guest rooms. The guest rooms will have no more than three occupants per guest room.

c. All structures are subject to all dimensional requirements of the R (residential) zoning district as outlined in 18.32.

d. The accessory use shall protect and maintain the integrity of the residential neighborhood. A bed and breakfast homestay shall not detract

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from the principal use and shall not place a burden on any private or public infrastructure (i.e. streets or utilities) greater than anticipated from permitted development.

e. An operational fire extinguisher, smoke detectors (one per guest room plus one in each hallway) and carbon monoxide detectors shall be provided.

f. Operable egress windows must be in each guest room.

C. Parking. One off-street parking space per guest room in addition to the parking spaces required for the principal dwelling unit is required for the bed and breakfast homestay. The required parking must occur on site and meet all design standards requirements set forth in 18.48.180. Landscaping or other screening structure may be required by the Planning Manager to buffer parking from abutting homes.

D. Plan Review Permit. A bed and breakfast homestay shall require a plan review permit form that is created by the City Planning Department . An application for a bed and breakfast homestay shall not be complete unless it is accompanied by proof of current business license and a site plan and building floorplans for each level with the guest rooms identified. Prior to the issuance of a permit, the City Planning Manager or his/her designee will inspect the bed and breakfast homestay for compliance with the submitted plans. The Owner will be required to submit an affidavit on a form created by the City Planning Department yearly to verify the plans for the bed and breakfast homestay have not changed since the original approval.

E. Violations – Enforcement

1. The Owner of the bed and breakfast homestay is responsible for compliance with all provisions of this chapter and failure of the Owner to comply with this chapter will be deemed noncompliance by the Owner. The City Planning Manager may revoke or void any approval for the bed and breakfast homestay.

2. Remedies and penalties for violations under this chapter are provided in BMC Chapter 18.84 and this section. The following conduct shall constitute a violation for which the referenced penalties may be imposed, or permit revoked:

a. noncompliance with any of the requirements in this chapter.

b. noncompliance with conditions imposed by the City Planning Manager.

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c. Failure to comply with a notice of violation/citation and/or pay fines imposed pursuant this subsection.

d. Failure to remit city sales tax or submit a report as required by BMC Chapter 4.16.

e. The occupants of the bed and breakfast homestay have created noise, disturbances, or nuisances, in violation of the BMC or state law pertaining to consumption of alcohol or the use of illegal drugs.

3. Evidence of Violation.

a. Advertising of any kind by an owner or agent that offers a residential dwelling unit as a bed and breakfast homestay, as defined and regulated in this chapter, shall constitute prima facie evidence of the operation of a bed and breakfast homestay. The burden of proof shall be on the owner to establish that the subject property is being used as a legal bed and breakfast homestay or is not in operation.

b. Other evidence of operation of a bed and breakfast homestay without a valid permit may include, but not limited to, occupant testimony, rental agreements, advertisements, and receipts or bank statements showing payments to owner by an occupant.

4. Penalties. The penalties for violations specified in this chapter shall be subject to 16.04.050,

5. Complaints and Corrections of violations. Complaints and violations shall be in accordance to 18.84.020 and 18.84.030.

a. Revocation. If the violation results in the revocation of the approval for the bed and breakfast homestay, the written notice will set the ground upon which the permit was revoked, the date and time when the revocation is effective, and the appeals procedure. These provisions do not preclude the City Planning Manager's use of any other remedy prescribed by law with respect to violation of this chapter.

6. Application for Permit after Revocation. A person who has had a bed and breakfast homestay approval revoked shall not be permitted to apply for a subsequent bed and breakfast homestay for a period of one year from the date of revocation.

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7. Appeals. Appeals of an action made pursuant this chapter must be filed in accordance with BMC Chapter 18.72.

SECTION 4. Effective Date. This ordinance shall become effective September 1, 2021.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS __ DAY OF XXXX 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.**

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

Chapter 18.76

AMENDMENTS TO THE OFFICIAL MAP AND LAND USE CODE

Sections:

- 18.76.005 Status of actions.**
- 18.76.010 Initiation of text amendments and land use map modifications.**
- 18.76.020 Application.**
- 18.76.030 Hearing and notification.**
- 18.76.040 Staff review.**
- 18.76.050 Planning commission hearing.**
- 18.76.060 City council hearing.**

18.76.005 Status of actions.

Requests for amendments to the text of the land use code or amendments to the official map are requests for legislative actions. The actions of the planning commission in recommending for or against requested amendments is legislative and policy-making in nature. An applicant who is a property owner does not have a right to a requested amendment, but has only the right to have the application heard by the planning commission and, if a timely request is filed upon a rejection by the planning commission, to have an ordinance that would implement the requested amendment transmitted to the city council for its consideration for rejection or introduction and hearing. The requirement for planning commission hearings is to provide an opportunity for broad public input and does not create a due process right in the applicant or a property owner. The requirements for findings, support and reasons is for the purpose of communicating the commission rationale for the policy decision it made or followed in taking its action on the applications. The lack of findings, support or reasons does not invalidate a planning commission action under this chapter. The requirements for hearings, findings, support and reasons do not change the nature or substance of the proceeding under this chapter from legislative to quasi-judicial or quasi-administrative. [Ord. 01-05 § 8.]

18.76.010 Initiation of text amendments and land use map modifications.

An amendment to any portion of the text of this title or of the official land use map may be initiated by application from any of the following:

- A. The city council;
- B. The planning commission;
- C. Any citizen, group of citizens, firm or corporation residing, owning, or leasing property in the city;

D. The manager. [Ord. 01-05 § 8.]

18.76.020 Application.

A. An application for an amendment to any portion of the text of this title shall be made by filing a written request with the planning department. The application shall request the planning commission review the proposed change in this title. The application shall specifically state the proposed change and the rationale for the change including how the change would further the goals and objectives and better implement the comprehensive plan. The application shall also include the fee as established by resolution by city council.

B. An application for an amendment to the official land use map to change a district designation or boundary shall contain:

1. A description of the land area to be redesignated, the requested new designation, along with the existing designation of the area proposed for redesignation and of the areas on all adjacent sides of the area proposed for redesignation;
2. A written statement of justification for the redesignation setting out the facts that show that the redesignation proposed is consistent with the comprehensive plan and furthers its goals and objectives, and showing that one (1) or more of the following conditions exist:
 - a. Changing area conditions;
 - b. Error in original land use designation;
 - c. Demonstrated suitability of the area for the uses that would be authorized as principal and conditional uses under the new designation and the compatibility of the potential new uses with established uses within the existing district and property abutting the area proposed for redesignation;
3. A description of the structures and uses within three hundred (300) feet of the boundary of the proposed area of change, in all directions, and the effects of the potential uses upon the adjacent areas;
4. The fee as established by resolution of the city council.

C. A request by the city council, the planning commission or the manager for an amendment to the text or map need not meet the fee or content requirements of subsections A and B of this section but must clearly describe the amendment requested. [Ord. 01-05 § 8.]

18.76.030 Hearing and notification.

A. Upon receipt of a complete application for an amendment to the text of this title or to the official map, the land use administrator shall set a date for a public hearing before the planning commission. The public hearing shall be scheduled no sooner than twenty (20) calendar days and no later than fifty (50) calendar days from the date of acceptance of a complete application.

B. Notice of the public hearing on a proposed text or map amendment shall be published once a week for at least two (2) consecutive weeks preceding the public hearing in a newspaper of general circulation in the city or posted at City Hall and in at least three (3) public places at least two (2) weeks before the public hearing. If notice is published in a newspaper, the last publication shall be on the day of the hearing or any day that is within fourteen (14) days of the hearing. The notice shall also be delivered to a local radio station five (5) days prior to the scheduled hearing for use on public announcements. The notice shall include a brief description of the amendment or redesignation. Failure to provide one (1) or more of the forms of notice does not invalidate action of the planning commission on the matter so long as there is substantial compliance with either the posting or the publication requirement.

C. If an amendment of the official map is involved and the area proposed for redesignation is small or involves only a few lots, the planning administrator should, but is not required to, send written notice of the hearing to owners of land that is within three hundred (300) feet of the boundaries of the area proposed for redesignation and may send notice to owners of land beyond the three-hundred- (300-) foot boundary. [Ord. 01-05 § 8.]

18.76.040 Staff review.

A. The planning department shall evaluate the application for amendment to the text of this title and shall conduct such investigations as may be relevant. The planning department may only make a recommendation for approval with the following findings:

1. The proposed amendment will be consistent with the comprehensive plan and will further specific goals and objectives of the plan;
2. The proposed amendment will be fair and reasonable to implement and enforce;
3. The proposed amendment will enhance the stated purpose of this title of promoting the public health, safety and welfare of the present and future inhabitants of the city;
4. The proposed amendment will be consistent with the intent and wording of the other provisions of this title.

B. The planning department shall make such investigations as are relevant and evaluate the proposed amendments to the official map. The department shall submit its analysis and recommendations to the planning commission along with findings consistent with its recommendations. The department may only recommend approval of the map amendment if it makes and supports the following findings:

1. The proposed redesignation will be consistent with and further the goals and objectives of the comprehensive plan;
2. If applicable, that the proposed redesignation is better suited to the area because either the conditions have changed in the area to be redesignated since the present designation was assigned, or the area was previously assigned an inappropriate zoning district designation;

3. The principal and conditional uses permitted in the proposed redesignated area will be compatible with the principal and conditional uses permitted in the surrounding area for a one-thousand- (1,000-) foot radius considering factors such as distance, topography, materials, screening, actual and potential development, comprehensive plan designations, and other relevant factors;
4. The area proposed to be redesignated either constitutes an expansion of an area of the same designation or is at least two (2) acres in size;
5. The existing or proposed water, sewage and transportation systems are adequate to serve the principal and conditional uses permitted in the proposed redesignation. [Ord. 01-05 § 8.]

18.76.050 Planning commission hearing.

A. The land use administrator or other representatives of the planning department and interested persons shall be heard at the hearing on the amendment application. The planning commission may adjourn the hearing from day to day. After the hearing is closed, the commission shall consider the merits of the application. The commission shall only consider:

1. The application for text or map amendment and accompanying materials submitted by the applicant;
2. The planning department's report which shall include the analysis, findings and recommendation of the planning department;
3. Written comments and material submitted prior to the public hearing; and
4. Verbal comments made and written materials received at the public hearing.

B. The planning commission may approve the application, modify and approve the application, or deny the application. Notwithstanding other quorum or voting requirements that may apply to planning commission actions, a commission approval or recommendation of approval of a text or map amendment application is effective only if the motion receives the number of affirmative votes equal to a majority of the authorized membership of the commission.

C. If the planning commission approves the application without modifications it shall set out its findings and the factual support for its findings. For this purpose, it may adopt, or modify and adopt, the findings and support of the planning department as its own findings and support. The commission findings must meet the requirements of BMC [18.76.040\(A\)](#) or (B), as appropriate, if it recommends approval of the application.

D. The planning commission may modify the application and approve the application as modified. If it approves the application as modified, it shall set out its findings and the factual support for its findings. It may incorporate from the planning department's findings and support those findings and support that are appropriate to the modified application approved by the commission. The commission findings must meet the requirements of BMC [18.76.040\(A\)](#) or (B), as appropriate, if it recommends approval of a modified application.

- E. If the planning commission approves the application or a modified application, the planning department shall draft and forward to the manager for introduction at the next regular city council meeting an ordinance making the amendments as approved by the commission. If the approved application was for a map amendment, there shall be included as an attachment or exhibit to the ordinance a map or drawing that accurately depicts the area that is subject to the redesignation. The application and all reports, recommendations, maps, correspondence and other documentary evidence shall be provided to the city council with the application and the planning commission's findings and support.
- F. If the planning commission denies the application, the members of the commission that voted against the proposal shall set out the deficiencies and negative factors of the proposal that they believe justify the denial.
- G. If the planning commission recommends denial of any proposed text or map amendment (including a failure to recommend), the denial will be considered a final decision of the planning commission. Within ten (10) days of the date of the decision, the applicant may file a written application with the city clerk requesting that the proposed amendment be considered by the city council. The city clerk shall then request the land use administrator to submit an ordinance that would effect the proposed amendment and any additional application materials for the proposed amendment, including the written record before commission and the commission decision and findings. The ordinance and materials shall be forwarded to the city council which may, in its discretion, take such action on the ordinance as it believes appropriate. [Ord. 01-05 § 8.]

18.76.060 City council hearing.

An ordinance transmitted to the city council pursuant to this chapter may be rejected by the council or introduced and set for a public hearing. The ordinance is subject to the procedural requirements of other ordinances. [Ord. 01-05 § 8.]

The Bethel Municipal Code is current through Ordinance 21-32, passed June 22, 2021.

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Chapter 18.76

AMENDMENTS TO THE OFFICIAL MAP AND LAND USE CODE

Sections:

- 18.76.005 Status of actions.**
- 18.76.010 Initiation of text amendments and land use map modifications.**
- 18.76.020 Application.**
- 18.76.030 Hearing and notification.**
- 18.76.040 Staff review.**
- 18.76.050 Planning commission hearing.**
- 18.76.060 City council hearing.**

18.76.005 Status of actions.

Requests for amendments to the text of the land use code or amendments to the official map are requests for legislative actions. The actions of the planning commission in recommending for or against requested amendments is legislative and policy-making in nature. An applicant who is a property owner does not have a right to a requested amendment, but has only the right to have the application heard by the planning commission and, if a timely request is filed upon a rejection by the planning commission, to have an ordinance that would implement the requested amendment transmitted to the city council for its consideration for rejection or introduction and hearing. The requirement for planning commission hearings is to provide an opportunity for broad public input and does not create a due process right in the applicant or a property owner. The requirements for findings, support and reasons is for the purpose of communicating the commission rationale for the policy decision it made or followed in taking its action on the applications. The lack of findings, support or reasons does not invalidate a planning commission action under this chapter. The requirements for hearings, findings, support and reasons do not change the nature or substance of the proceeding under this chapter from legislative to quasi-judicial or quasi-administrative. [Ord. 01-05 § 8.]

18.76.010 Initiation of text amendments and land use map modifications.

An amendment to any portion of the text of this title or of the official land use map may be initiated by application from any of the following:

- A. The city council;
- B. The planning commission;
- C. Any citizen, group of citizens, firm or corporation residing, owning, or leasing property in the city;

D. The manager. [Ord. 01-05 § 8.]

18.76.020 Application.

A. An application for an amendment to any portion of the text of this title shall be made by filing a written request with the planning department. The application shall request the planning commission review the proposed change in this title. The application shall specifically state the proposed change and the rationale for the change including how the change would further the goals and objectives and better implement the comprehensive plan. The application shall also include the fee as established by resolution by city council.

B. An application for an amendment to the official land use map to change a district designation or boundary shall contain:

1. A description of the land area to be redesignated, the requested new designation, along with the existing designation of the area proposed for redesignation and of the areas on all adjacent sides of the area proposed for redesignation;
2. A written statement of justification for the redesignation setting out the facts that show that the redesignation proposed is consistent with the comprehensive plan and furthers its goals and objectives, and showing that one (1) or more of the following conditions exist:
 - a. Changing area conditions;
 - b. Error in original land use designation;
 - c. Demonstrated suitability of the area for the uses that would be authorized as principal and conditional uses under the new designation and the compatibility of the potential new uses with established uses within the existing district and property abutting the area proposed for redesignation;
3. A description of the structures and uses within three hundred (300) feet of the boundary of the proposed area of change, in all directions, and the effects of the potential uses upon the adjacent areas;
4. The fee as established by resolution of the city council.

C. A request by the city council, the planning commission or the manager for an amendment to the text or map need not meet the fee or content requirements of subsections A and B of this section but must clearly describe the amendment requested. [Ord. 01-05 § 8.]

18.76.030 Hearing and notification.

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Code Publishing Company



City of Bethel

Planning Department
P.O. Box 1388
Bethel, Alaska 99559
(907) 543-5306

Memo

TO: City of Bethel Planning Commission

FROM: Ted Meyer, Planner via LaQuita Chmielowski, P.E.
(DOWL)

SUBJECT: July 15, 2021 Planning Commission Hearing -
Review and Recommendation of a Zoning
Ordinance to Adopt Bed and Breakfast Provisions
in the Residential Zoning District.

DATE: July 15, 2021

Purpose

The Planning Department is recommending an amendment to the City of Bethel Code that would allow for bed and breakfast homestays in the residential zoned district. Although bed and breakfast homestays are not currently allowed, the City recognizes the continued need for a variety of short term rental in the area while maintaining the residential character of the neighborhoods. The City is also aware of the illegal operation of a handful of bed and breakfast homestays in the residential zoned district that have been meeting the need for short term housing.

The proposed code amendment is meant to provide standards and permitting procedures for the bed and breakfast homestay to allow the City the opportunity to review the proposed development to provide consistency and assist in maintaining the residential character of the area.

The proposed text amendment would achieve several things:

1. Allow bed and breakfast homestays to be located within the residential zoned district with a plan review permit. Bed and breakfast homestay are not currently allowed.

2. The code amendment would provide standards for all bed and breakfast homestays in the residential zoned district to meet, such as a requirement for the owner to occupy the property, total number of rooms allowed, additional parking requirements, and other related design standards. This allows for consistency in development of bed and breakfast homestay and the opportunity for the City to assist in determining if the proposed development is compatible with the surrounding residential area.
3. An application for a plan review permit for a bed and breakfast homestay will be developed by the Planning Department that will be required before the bed and breakfast homestay can be approved. An affidavit that will be required to be submitted annually by the Owner will also be developed by the Department.
4. The proposed text amendments to establish standards and permitting process for bed and breakfast homestays is consistent with the goals outlined in the City of Bethel Comprehensives plan as it relates to providing housing options and providing small home base business that are compatible with the residential zoned district.
5. The City recognizes the importance of maintaining the residential character of these areas. The design standards and application process were developed to try to mitigate concerns such as traffic, noise, and other potential negative impacts.

COMMENTS

The attached draft ordinance to adopt bed and breakfast homestay provisions into the residential zoning code that was originally written by the Bethel City Clerk. At the Planning Commission meeting on December 10, 2020, commissioners created a Planning Commission subcommittee of three commissioners to review the document. The objective was to have a citizen committee made up of commissioners who have a firm grasp of land use and zoning, to review and refine the document. Three commissioners worked with the City's consultant, DOWL, and the City Planner to perform the work. There were two subcommittee meetings with the contractor in April and May 2021, followed by a bigger group review meeting that included the city manager, city clerk, and city attorney.

ANALYSIS

1. **The proposed amendment will be consistent with the comprehensive plan and will further specific goals and objectives of the plan;**

The proposed text amendment meets many of the goals outlined in the City of Bethel Comprehensive Plan. The following Goals are met:

General Land Planning, Goal 3: Provide for compatibility among adjoining land uses, so future development maintains or improves the quality of life or land values of surrounding uses.

The proposed text amendment to establish a bed and breakfast homestay in the residential zoned district allows for design standards that are consistent in maintaining the character of the adjoining residential land uses. Without these standards and a permitting process,

bed and breakfast homestays operate illegally and can have a negative impact on the adjoining property owners.

General Land Planning, Goal 4: Encourage a range of housing opportunities for current and future Bethel residents, including more housing within the purchasing or rental capabilities of young families, single people, school teachers and other workers.

As there are changing conditions in Bethel that include a demand for short term housing along with an ever-increasing housing shortage in Bethel, this ordinance was developed with the goal of creating bed and breakfast homestay standards and permitting process that will provide additional short term housing options. The proposed design standards and permitting process will allow the City the opportunity to review the proposed development so that the development would not negatively impact the existing attributes and the character of the neighborhood.

2. The proposed amendment will be fair and reasonable to implement and enforce;

The proposed amendment will enhance the stated purpose of this title of promoting the public health, safety and welfare of the present and future inhabitants of the city. It allows for consistency amongst the bed and breakfast homestays and for the Department by developing design standards and permitting process.

3. The proposed amendment will enhance the stated purpose of this title of promoting health, safety and welfare of the present and future inhabitants of the city.

The proposed text changes to provide for bed and breakfast homestays in the residential zoned district allows for design standards the are intended in keeping with the spirit of the residential area, while providing for additional short term housing options. It is also consistent with the City of Bethel Comprehensive plan as outlined above.

4. The proposed amendment will be consistent with the intent and wording of the other provisions of this title.

The amendment is consistent with the intent of other provisions in the City of Bethel of Code. It is our understanding that there are bed and breakfast homestays that are operating illegally in the resident zoned district due to the need for a variety of short term housing for visitors and workers in Bethel. This code amendment will allow the bed and breakfast homestay to be a permitted use within the resident zoned district based on design standards that will allow the use while protecting the health and safety of the residential areas.

RECOMMENDATIONS

The City recommends approval of the text amendment. This approval is subject to the following recommended changes to 16.12.030 Definitions, 18.32.020 Permitted and Principal Uses and Structures and the addition of 18.32.090 Bed and Breakfast Homestay as outlined in the attached ordinance. Text recommended to be added is underlined, while deleted text is strike through.

16.12.030 Definitions:

“Bed and Breakfast” means a property providing accommodations for travelers that may also include a breakfast in a common eating area.

“Bed and Breakfast Homestay establishment” means an owner-occupied residential dwelling or a duplex in which one of the residential dwellings of the duplex is owner-occupied with up to three guest rooms and includes residential uses offering overnight accommodations to registered transient guests.

“Duplex” means a structure or use on one (1) lot involving two (2) attached common wall dwelling units with a common wall extending from floor to ceiling and from exterior wall to exterior wall of the unit, each having a separate entrance and each unit designed for occupancy by one (1) family.

“Dwelling unit” means a room or group of rooms constituting all or part of a dwelling which is arranged, designed and used or intended for use exclusively as living quarters for one (1) family which ~~may~~ includes ~~washing~~ toilet facilities, living, sleeping, and eating facilities, but no more than one (1) kitchen.

“Owner-Occupied” means the property owner considers the property their primary residence.

18.32.020 Permitted and Principal Uses and Structures

Add the following:

J. A bed and breakfast homestay as an accessory use to the principal structure.

18.32.090 Bed and Breakfast Homestay

A. A bed and breakfast homestay may be allowed as an accessory use to a residential use provided that the use of the guest rooms for the bed and breakfast homestay is clearly incidental and subordinate to the use for residential purpose by its occupants.

B. Use Specific Standards

1. Definition. A bed and breakfast homestay as defined in 16.12.030

2. General Standards

a. The host-operator of the bed and breakfast homestay shall establish and maintain the single-family or duplex as his or her primary domicile at all times while it is operated as a bed and breakfast homestay.

b. A bed and breakfast homestay may have up to three guest rooms. In the case of a duplex, the total number of bed and breakfast homestay guest rooms for the

entire duplex cannot exceed three guest rooms. The guest rooms will have no more than three occupants per guest room.

c. All structures are subject to all dimensional requirements of the R (residential) zoning district as outlined in 18.32.

d. The accessory use shall protect and maintain the integrity of the residential neighborhood. A bed and breakfast homestay shall not detract from the principal use and shall not place a burden on any private or public infrastructure (i.e. streets or utilities) greater than anticipated from permitted development.

e. An operational fire extinguisher, smoke detectors (one per guest room plus one in each hallway) and carbon monoxide detectors shall be provided.

f. Operable egress windows must be in each guest room.

C. Parking. One off-street parking space per guest room in addition to the parking spaces required for the principal dwelling unit is required for the bed and breakfast homestay. The required parking must occur on site and meet all design standards requirements set forth in 18.48.180. Landscaping or other screening structure may be required by the Planning Manager to buffer parking from abutting homes.

D. Plan Review Permit. A bed and breakfast homestay shall require a plan review permit form that is created by the City Planning Department . An application for a bed and breakfast homestay shall not be complete unless it is accompanied by proof of current business license and a site plan and building floorplans for each level with the guest rooms identified. Prior to the issuance of a permit, the City Planning Manager or his/her designee will inspect the bed and breakfast homestay for compliance with the submitted plans. The Owner will be required to submit an affidavit on a form created by the City Planning Department yearly to verify the plans for the bed and breakfast homestay have not changed since the original approval.

E. Violations – Enforcement

1. The Owner of the bed and breakfast homestay is responsible for compliance with all provisions of this chapter and failure of the Owner to comply with this chapter will be deemed noncompliance by the Owner. The City Planning Manager may revoke or void any approval for the bed and breakfast homestay.

2. Remedies and penalties for violations under this chapter are provided in BMC Chapter 18.84 and this section. The following conduct shall constitute a violation for which the referenced penalties may be imposed, or permit revoked:

a. noncompliance with any of the requirements in this chapter.

b. noncompliance with conditions imposed by the City Planning Manager.

c. Failure to comply with a notice of violation/citation and/or pay fines imposed pursuant this subsection.

d. Failure to remit city sales tax or submit a report as required by BMC Chapter 4.16.

e. The occupants of the bed and breakfast homestay have created noise, disturbances, or nuisances, in violation of the BMC or state law pertaining to consumption of alcohol or the use of illegal drugs.

3. Evidence of Violation.

a. Advertising of any kind by an owner or agent that offers a residential dwelling unit as a bed and breakfast homestay, as defined and regulated in this chapter, shall constitute prima facie evidence of the operation of a bed and breakfast homestay. The burden of proof shall be on the owner to establish that the subject property is being used as a legal bed and breakfast homestay or is not in operation.

b. Other evidence of operation of a bed and breakfast homestay without a valid permit may include, but not limited to, occupant testimony, rental agreements, advertisements, and receipts or bank statements showing payments to owner by an occupant.

4. Penalties. The penalties for violations specified in this chapter shall be subject to 16.04.050.

5. Complaints and Corrections of violations. Complaints and violations shall be in accordance to 18.84.020 and 18.84.030.

a. Revocation. If the violation results in the revocation of the approval for the bed and breakfast homestay, the written notice will set the ground upon which the permit was revoked, the date and time when the revocation is effective, and the appeals procedure. These provisions do not preclude the City Planning Manager's use of any other remedy prescribed by law with respect to violation of this chapter.

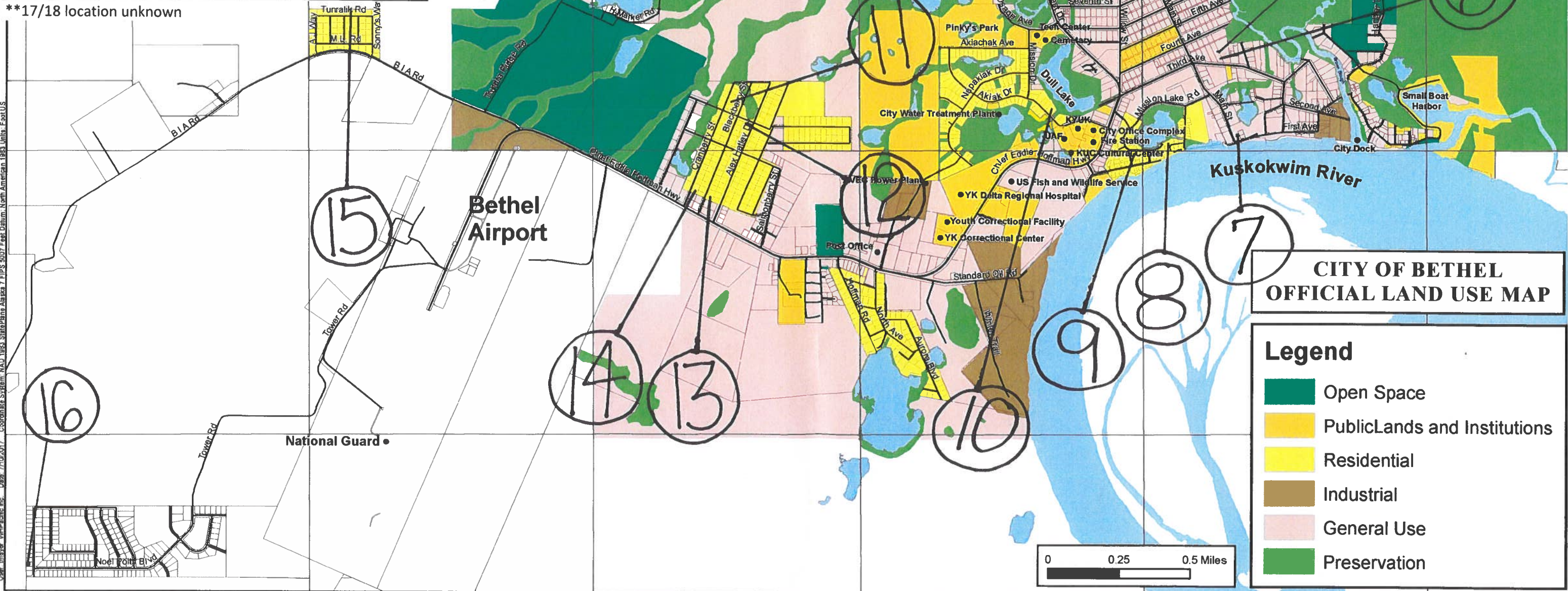
6. Application for Permit after Revocation. A person who has had a bed and breakfast homestay approval revoked shall not be permitted to apply for a subsequent bed and breakfast homestay for a period of one year from the date of revocation.

7. Appeals. Appeals of an action made pursuant this chapter must be filed in accordance with BMC Chapter 18.72.

BED & BREAKFASTS

#	NAME	ZONE	BUSINESS LICENSE
1	Clean & Cozy Resting Place	RES	no
2	Sleep Tite	GU	no
3	White House	GU	yes
4	Willow Lodge	GU	yes
5	Midtown Cottages	GU	yes
6	Sandy's B&B	GU	yes
7	Bentley's	GU	yes
8	Old Mission House	RES	yes
9	The Right Place to Stay	RES	no
10	Sleepy Salmon	RES	yes
11	The Shindig Inn	RES	yes
12	Hackney Homes	RES	yes
13	Blackberry B&B- closed	RES	closed
14	Cranberry Cottage	RES	yes
15	Miller Hospitality	RES	yes
16	Igloo of Enlightenment	N/A	yes
17	Entire House- As good as it Gets	N/A	no
18	Aurora Lights	N/A	no

**17/18 location unknown



CITY OF BETHEL
OFFICIAL LAND USE MAP

Legend

- Open Space
- Public Lands and Institutions
- Residential
- Industrial
- General Use
- Preservation

October 2, 2020

Laura Karr
229 Alex Hatley Dr.
Bethel, AK 99559

City of Bethel
Planning Department
Bethel, AK 99559

To Whom it May Concern:

I am writing on behalf of Dan and Dawn Hackney located at 175 Alex Hatley Drive, I would like to address concerns I have as a Bethel resident, Alex Hatley homeowner, and local small business owner.

Born and raised in Bethel I have always admired and took pride in the community that we have here. Bethel and the great people of Bethel have help build the person that I am. You might understand my heart break and disappointment in the cruelty and hostility that has been acted on towards the Hackneys. Bethel has always been a place that has welcomed and encouraged entrepreneurs. The Hackneys are good people that have chosen Bethel as their home and place to invest in. Dawn is a SART nurse and has taken care of many people in the YK Delta. Dawn and her family have had to endure health hardship. She has given to our community and has chose to invest in our town and our people. I am heartbroken that during such a hard time in her life our town has kicked a good person when they are down. This is not what my town is. We do not place a blame on a patron when the City is broken.

My family and I moved to Alex Hatley four years ago. We have enjoyed living in Blueberry Subdivision. I get the pleasure of driving by the Hackney's on a daily basis. They are pleasant neighbors and have improved the neighborhood. Dan is a great contractor and Dawn is a beautiful home decorator. As a team they have built a beautiful resort like getaway. They add to the family-oriented neighborhood that we had been hoping to find. Their two precious girls are very well behaved, I have seen them taking care of smaller children in the neighborhood. That speaks volumes in the character of the Hackney's. The Hackney's were the only family to welcome us to Blueberry Sub. When I say they are kind and giving it is not just what I have witnessed but how they have welcomed and treated us. They add value in character and structure. I appreciate how the Hackneys have increased our property value.

As a small business owner, I have concerns with how the City has been handling zoning issues. Issues in this area are not met with communication but a hearing with the Planning Commission. Bethel is a small knit town; we all seem to have at least a one degree of connection so when a person or a business seems to be under attack, we feel like the City is not for its people. The City needs to understand that their income comes from small business owners and patrons of their town. This basic understanding and customer service in each department would go a long way. It

October 2, 2020

really is appalling how the City is working against the Hackney family. It sends the wrong message in so many ways. It tells us small business owners that we can not trust the very City that we are serving. It tells us that the City is incompetent. That the City can be bullied or coerced into favoritism. That even if we get a business license and work with the departments directly to do things right, it can all still be taken away from us. The City is responsible not the Hackneys for the misunderstanding and misfortune that has been caused. The City hired people that they thought could fulfill their duties, as a City employee in a decision-making position with the power to approve and deny. A verbal consent is binding to the City. Knowing the Hackneys and how diligent they are, I know that they were in full communication with the Planning Director at the time of build. They would not proceed unless if given the approval. They trusted in the direction and approval given, rightfully so. After all if we can't trust the direction of the City than who can we trust? It does not make sense that all of this heartbreaking hardship should have transpired. I admire people that find a need and look to fulfill it so that others have a better experience or quality of life. The Hackneys have worked hard to take care of a desperately needed housing issue. Their desire to provide in an area of lack and bring in income for our City seems like a win win for everyone. It really does not make sense that any issues that the new Planning Director has couldn't have been worked out with simple communication. The Hackneys work in full transparency and just needed the City to do the same. I implore you to please reconsider each step you as the City are making and the message it sends your patrons.

All the Best,

Laura Karr



Dawn Hackney <3dhackney@gmail.com>

House addition

pooh_07_us <pooh_07_us@yahoo.com>
To: <3dhackney@gmail.com>

Sun, Jun 6, 2:10 PM

June 6, 2021

To Whom It May Concern,

From a concerned member of the community and an essential worker in the community, I have followed this situation regarding the B&B's in Bethel and I am in awe of the injustice of the city judicial system. The Hackney's built on to their home at their own expense to expand not only for their benefit but for the benefit of the city itself. If there is not sufficient housing to accommodate much needed labor workers, nurses, providers, construction workers and essential workers who are needed then the community and the city both suffer. Dan Hackney did state that he did not add a second story on his addition in his plans but the former planner for the city of Bethel did say that she may have given verbal permission for the second story. So if this is the issue then allow the Hackney's to amend the plans, pay the appropriate fees for the addition and operate their business. Allowing the Hackney's to house essential workers provides income not only to themselves but to the surrounding businesses and to the city. The city should want to encourage the community to grow not be discouraged and punished by being singled out on a whim and jealousy of other neighboring residents who have nothing better to do than constantly complain to the city. The current city planner, Ted, should be ashamed of himself. If you cannot be fair and set a precedence for honor and compassion for equal opportunity to everyone in your city then shame on you for allowing personal acquaintances to cloud your better judgment. If you are going to limit income and city revenue for Bethel and it's business owners by preventing the operation of much needed B&B businesses in residential areas then at least be fair and close all B&B's. By all means, go ahead be unfair and punish the city of Bethel and it's private residents by denying them the right to help the city grow and attract new workers, potential residents and much needed healthcare personnel and at the same time cause hardship for the residents who already live here and have invested money to expand. It is crazy that this pettiness has gone on for as long as it has, 2 years really. And as for the residents who continues to create havoc in the Blueberry Community, please do everyone a favor, grow up and get a hobby and preferably one that doesn't involve cameras and inappropriate allegations.

Sherry Vancor
5919B Kasayuli
Bethel, AK 99559

Sent from my Verizon, Samsung Galaxy smartphone

6/7/2021

To Whom It May Concern
City of Bethel
Planning Division
Bethel, AK 99559

To Whom It May Concern:

I am writing in response to the housing planning issue in the Blueberry Subdivision, specifically the property owned by Dan and Dawn Hackney.

I lived in Bethel, AK for over three years. In my last 6 years of employment out of Bethel, I have been tasked with making lodging arrangements for various visitors and folks relocating there. During this time, I often have had to resort to using local accommodations for these folks. More times than not, there is a housing/lodging shortage in Bethel. This is a consistent problem for a number of folks: those relocating to Bethel for employment who must rely on temporary housing until they can secure permanent housing; for applicants visiting Bethel; and for transient workers who need housing for a short, contracted period of time, etc. My organization has many temporary housing units for employees/visitors, but those often fill completely. Then with no available units, we are forced to rely on temporary lodging within the community to keep up with our demand. The shortage of lodging establishments within the community creates a definite challenge on many fronts.

We are often short-staffed with employees, and a recruiting incentive is the ability to supply housing for workers. However, that requires that we have enough adequate housing in Bethel for all current, potential or short-term employees. If we do not have enough temporary accommodations in Bethel, we run the risk of employment deficits for the critical personnel needed to work in the Bethel community and our surrounding villages.

The Hackneys have recognized this shortage firsthand and have built clean, upscale lodging on their property in order to assist with this issue. I have difficulty comprehending why there has been such an ongoing struggle to open this extra lodging. I lived in Blueberry Subdivision when I first moved to Bethel. There are other very large homes, multi-unit rentals, and at least two existing B&Bs that provide additional accommodations for visitors and workers. There are also several other very tall housing units all within this subdivision. Additionally, the Hackneys have an historical record of improving property values, having owned 1-2 previous well-maintained properties in this subdivision. One would hope that all within the community strive to improve and better it. Our humanity requires us to be hospitable to others and supportive of community growth. So I am left to ask, what is the issue with this unit on the Hackney property?

To Whom It May Concern

6/7/2021

Page 2

I compel the City of Bethel to resolve this situation as quickly as possible in order to open up the very necessary extra housing Bethel so desperately needs. I do not see how this property - whether operated as a B&B or short-term rental - that has been well maintained since it was built two years ago would change any aspect of Blueberry Subdivision, other than to enhance it and contribute to the greater needs of our community. At this point, considering the many other similar properties in residential areas of Bethel, it seems the Hackneys have been unfairly targeted. If they cannot be allowed to operate as a B&B, then all other residential B&Bs should be shut down as well. Then maybe when the city residents experience the ripple effect this will have on employment in our region, they might reconsider. I would much rather the City of Bethel direct its focus toward the positives that can occur from the additional lodging the Hackneys are providing rather than have to react later to negative circumstances.

Devon Jeppesen



To Whom It May Concern,

While myself and my family was staying at our temporary housing at the Hackney residence in Bethel, AK. We were being watched by the Hackney's neighbor Mr. Murat every time we walked the dogs, entered, or left the dwelling. The only time that I had an interaction with Mr. Murat is when I caught him videoing my son coming in and out of the house around 1pm on a workday between January and February of this year. This concerned me a great deal. It is one thing to be a nosey neighbor and quite another to be filming children playing outside or coming in and out of a home that should be considered a safe place for them. I spoke with Mr. Murat outside along with his two sons and grandchildren about his filming my son and myself outside. He stated that he only films when Mr. Hackney is on the bobcat. However, Mr. Hackney was not even in town or home that day. That sometimes he films them outside or from the windows and he felt it was not a big deal or any of my business. It is my business when it comes to the safety of my son and my family. I do not know Mr. Murat and am not sure what his grudge is against the Hackney family, but I will inform the authorities the next time I catch him filming the Hackney children, my son, or my wife outside. He also stated that he films the girls when they are outside with their father as well. I told him this is not normal behavior to film minor children that do not belong to your family, its crossing the line of becoming a stalker and predator. His complaint was over snow removal about how Mr. Hackney removes the snow. Mr. Murat removes snow and pushes it all the way down the street. If that is his argument, then why is he involving minor children in it was my response. This is an irresponsible waste of the city's time and funds. If it is the city's job to clear the road then the city needs to step up and take care of the road. If this is an issue because one family has a bigger home than the other, then it needs to stop. These minors do not need to be filmed by adult men that are not in their immediate family, there are without my consent laws to keep people safe from stalking and harassment in Alaska.

Sincerely,

James Egger

Jeff Hoffman
P.O Box 1081
Bethel, AK 99559

To: City of Bethel City Council
City of Bethel planning commission

To whom it may concern.

I'm writing about the home of Dan and Don Hackney's home they built in Blue berry subdivision and the list of complaints about their landfill and construction of their home. The complaints I feel all started from a disgruntled neighbor about there their development from the start and has not stopped to this date. I have visited the Hackneys property and I'm impressed what they have done for the neighborhood as well as for the city of Bethel to enhance it. I have read the complaints of the house construction. I have lived here all my life and our family has developed a subdivision. When I have talked to the planning department in the past about conveniences being enforced I was told the City does not enforce them. Connected to the house is a bed a breakfast for traveling Doctors and nurses which is much needed as we all know due to lack of housing that is clean and secure. In the past they constructed across the road almost the exact same style of home with the Cities approval. If their land fill for proper drainage is problem, the city of Bethel should be working with the Hackneys with culverts and proper ditches for drainage. As you drive around Bethel's subdivisions it seems everybody owns a swamp on their property which as for myself I have had due to development next to me I addressed it and was resolved with the help of the city of Bethel. I would have been proud if the Hackneys built their house in my subdivision. In the future the city of Bethel should work and inspect the developer that proper constructions as well as land fill concerns are met. All concerns from neighbors should be looked into but those holding resentment should be properly addressed, not after the fact when lots of money has been spent. Below is a list of signatures that support the Hackneys for their development of their home and property. Thanks for your time and hope this will be resolved in the Hackneys favor. The following page are residents of Bethel that support the Hackneys and this letter.

Sincerely Jeff Hoffman



172 E Ave Apt 208
Bethel, AK 99559

June 4, 2021

To Whom it may concern:

I am writing to show support for Dan and Dawn Hackney and their new construction and to operate their B&B in its current location. I have resided in Bethel for 2 years and have worked in several industries. One of which relies on B&B's such as the Hackney's. The visitors that were referred to the Hackney's, are all business professionals and are in town for personal needs that contribute to the financial growth of Bethel as a whole. I am a current member of the City of Bethel Finance Committee and understand the need for Tax dollar revenue.

The city is looking for ways to add income by taxing sugary beverages which are already high cost for those who are purchasing them causing the cost of living for certain residents to go up. Yet here is an opportunity for the city to attract tax revenue dollars from tourism and visitors to the city of Bethel. In San Antonio Texas, I used to sit on a board for the Walzem Road Area Revitalization. Our goal was to find ways to help restore a dilapidated side of town in San Antonio, without adding tax expenses to the residents of smaller suburbs in the area, which most of them were Section 8 housing or underprivileged households. We discovered tourism is the best way to increase revenue without burdening the residents of the area. I encourage the city to revisit the solutions that the Hackney's are given to offer them the opportunity to continue to add Tax Dollar revenue to the city of the Bethel.

I understand that the Hackney's did not submit a correct building plan while constructing their building. However, I see this is a 2-way street of failure and the city must also take ownership of this. Below are the responsibilities listed online for the Planning Department. Please review the bold underlined areas.

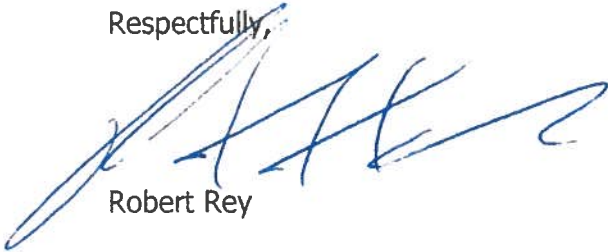
Primary responsibilities of the Planning department are:

- **Assist citizens in regards to new development and rehab of property**
- Review applications regarding such development
- **Provide sound advice to advance responsible development**
- **Enforce city code compliance as it relates to planning activities, health, and safety of the community**
 - Ensure that floodplain development meets standards set forth through BMC, state, and federal regulations
 - Maintain permit records, files, and community data
 - Recommend changes to BMC that promote health, safety, and responsible development in the community
- **Keep abreast of planning issues on local, state and national levels**

In the course of the action leading up to the Hackneys construction issues, it was discovered that the operation of B&B's in housing areas are against the City Code. If this is true, then this also

displays a failure on the city to manage its business licenses. No license should have been issued to any B&B operating in a subdivision. The city must make a choice, it is going to keep all of them operating or close them all down.

Respectfully,

A handwritten signature in blue ink, appearing to be 'Robert Rey', written over the word 'Respectfully,'.

Robert Rey

235 Alex Hately

PO Box 584

Bethel, AK 99559

29 Sept 20

City of Bethel

Planning Department

1155 Ridgecrest Drive

Bethel, AK 99559

To Whom it may concern,

I am writing to show support for Dawn and Dan Hackney at 175 Alex Hately. I understand there is disagreement relating to the development/outcome/use of their property with the possibility of heavy financial fines. I understand the reasoning behind this is them operating part of their property as a Bed and Breakfast.

As long as I've lived in Blueberry Sub(since 2010), it's no secret, there are some form of Bed and Breakfast/rooms to rent/multiple resident rentals located on a single property on every street, Cranberry, Blackberry, Alex Hately and Salmonberry. I don't believe they were constructed at the same time, it was over the years by various property owners. To my knowledge, none of those property owners are experiencing the same difficulties operating their properties as a Bed and Breakfast/rooms to rent/multiple resident rentals located on a single property. If Dawn and Dan Hackney are being singled out aside from all the other properties, it is justly unfair.

There is diversity in every lot in Blueberry Subdivision with regards to structure and maintenance. Both of the properties they have owned were maintained with care for both their family and the area, which any homeowner in the same area would appreciate. As a person born and raised in Bethel, for those who move here and try to do good by the city and its people by staying and making it their home here, it means something to me, and in the end makes Bethel better for us all.

Resolution by the City of Bethel that demonstrates fairness to all parties in this matter should be the goal.

Thank you for your time in this matter.


Monica Charles

Jaimie and Lynn Kassman

252 Alex Hately

Bethel, AK 99559

September 29, 2020

City of Bethel

Planning Department

1155 Ridgecrest Drive

Bethel, AK 99559

To whom it may concern:

As owners of property in Blueberry Subdivision (252 Alex Hately) we are in support of Dawn and Dan's new construction at 175 Alex Hately. I fully understand that there was an error on the building permit application. Errors can be, and have been corrected. There is no logical reason to stop construction or levy fines. I have looked around the neighborhood; there are several 2 story structures that are approximately the same size. The Hackney's have turned a dilapidated, low valued eyesore into a beautiful home that raises property values in the area.

I hope that Dawn and Dan are able to bring more rental space into our community (something that is very limited in Bethel). Again, there is history of rental properties throughout the subdivision. If the Hackney's are not allowed to rent then it should be the same for all property owners in the Blueberry subdivision.

We are in support of the Hackney's completing the construction on their property. We are against double standards and wasted resources, which seem to be taking place with this issue.

Sincerely,

A handwritten signature in black ink that reads "Jaimie and Lynn Kassman". The signature is fluid and cursive, with the first names being more prominent. Below the signature, the names "Jaimie and Lynn Kassman" are printed in a simple, black, sans-serif font.

Jaimie and Lynn Kassman

Mariann Norcross
172 East Ave
Bethel, Alaska

City of Bethel
Planning Department
Bethel, Ak 99559

To Whom It May Concern,

It is my pleasure to offer my unreserved recommendation and support of the Hackney's building a rental on their property.

I have known Dawn for 4 years, as I have had the pleasure to work with her as my manager, and have found her to be a reliable and conscientious person. Just this week, she found out I was staying at T.W.C. and took immediate action by helping me get into my own one bedroom apartment. Because of Dawn's kindness, my young son and me are safe in a home we can call our own. As an Alaskan Yupik Native who was born and raised right here in Bethel, I have always known her and her husband as a direct part of this community. I have watched Dawn and her husband take a ram shackled run down house in Blueberry Subdivision and transform it into a beautiful place that raises that area's property value. However, unfortunately, I have also seen her bullied and tormented by one of her neighbors and the City of Bethel so severely that the City of Bethel has asked the Hackney's to shut down their rental. Despite all of these horrible experiences, Dawn has always remained respectful and honest.

I can tell you first hand the major housing problem we have in Bethel. This problem has affected my son and me personally to the point that if it were not for Dawn, we would still not have a place to live. I am livid and appalled that one person can have so much pull with the City of Bethel that they can decide to shut down what I see as future growth for our city. There are countless privately owned B&B's/AirBnB's that are being ran here in Bethel but the Hackney's property is the only one being told to be shut down. The only reason I can fathom this happening is the bullying and torment the Hackney's have received from Steve Murrat who has seems to have swayed the City of Bethel.

This an amazing chance for housing for the people of Bethel and it is definitely a big gain for the city. As a Bethel resident, who has lived in Bethel my entire life, I am 100% in support of the Hackney's building a rental on their property.

Sincerely,

Mariann Norcross



09/18/20

Raphael Martins
4006 Sonny's Way
Bethel, AK 99559

City of Bethel
Planning Division
Bethel, AK 99559

To Whom It May Concern:

I am contacting you in regards the housing planning issues the Hackneys are facing in their subdivision.

I have lived in Bethel for almost 10 years, and during this time I have learned two things are for sure here. One, housing is extremely short, and two, people who have the means to fix the issue are doing so by either building new housing, or adding to their own.

I do not know how many times we have lost good professionals simply because they could not find appropriate housing, and because of this our city suffers, our economy suffers, and most importantly, the local people suffer.

I find disturbing that after all Mrs. Hackney has done for the community, as a SART nurse, as a manager and simply as an individual the city decided to handle this issue so poorly, as it has been done. Not to mention the fact that the city by itself is taking away the means for her and husband to support their own family. One may say that what she has done is illegal, or was not done correctly, so what? What she has done was not done without the city's knowledge, was not done without someone's signature. If the city so chooses in continuing handling this matter in the same manner which it is, then please let's apply the same standard to all B&B's in town, it cannot be only to the Hackney's.

It is my hope that the city can once and for all find a solution to this matter, where Mrs. Hackney can focus on her physical recovery, and the family on their emotional one, this has gone way too long.

Sincerely,

Raphael Martins

A handwritten signature in black ink, appearing to be 'Raphael Martins', with a long horizontal line extending to the right.

To Whom it May Concern:

We are writing on behalf of our neighbors, Dan and Dawn Hackney. They have been our neighbors since we moved to Bethel. We appreciate having them as our neighbors, and hope they remain so for many years. They have helped us on multiple occasions and been good enighbors by assisting us with lawn care and loaning us needed tools. Their yard always looks beautiful and well maintained. They are friendly and respectful when we see each other on the street. They are quiet neighbors who always say "Hello."

We have no concerns regarding their addition to their house or proprerty. Again, everything is well maintained.

Thank you,


James and Sandra Marion

174 Alex Hately Dr.

City of Bethel
Planning Division
300 State Highway
Bethel, Ak.
99559

Greetings,

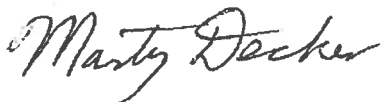
For over 20 years I have brought visitors to Bethel to enjoy the region's rich, renewable wilderness recreational opportunities. These people, and my business, have contributed to Bethel's economy through the purchase of services and supplies, and by obtaining lodging for guests and guides. Over the years, the one difficulty in bringing tourism to Bethel has been securing pleasant, clean, family oriented, short term lodging for my clientele, many of whom are family groups.

While there are B & B's operating throughout Bethel neighborhoods (and two downtown 1 Star hotels, as well), they lack the proper floorplan and/or facilities for visiting families, short term workers and guests such as my clientele. The Hackney's have operated a B & B at this same intersection in Blueberry Subdivision in the past, it is unfathomable that their new home (across the street from their prior location) has been singled out for closure, among all the B & B's operating in Bethel neighborhoods.

I am convinced that Dan and Dawn Hackney went through all proper steps in obtaining permitting for their new home. It is upsetting that so well intentioned a plan, with such benefit to the community, could have come up against so unexplainable a shut down. I hardly see how the Hackney's low key operation could possibly provoke any negative response from the residents of Blueberry Subdivision, other than perhaps one based on personal vendetta.

It is clear to me that these good people have been wronged and their investment in the community has been placed at risk.

Most Sincerely,

A handwritten signature in cursive script that reads "Marty Decker".

Marty Decker
Frontier River Guides

Wade Renfro
4102 ML Rd. Formerly 151 Blackberry
Bethel, AK 99559

City of Bethel
Planning Division
Bethel, AK 99559

To Whom It May Concern:

I'm contacting you regarding the housing planning issues the Hackney's are having in Blueberry subdivision.

As all are aware Bethel has a extreme shortage of nice nightly lodging and short-term housing options. The Hackney's building located at 175 Alex Hatley is very nice and provided Bethel with a much needed service. The numerous other B&B establishments located in Bethel's Blueberry Subdivision over the years have never been a problem in the past, nor are the current B&B's.

It is very disturbing the way the process has unfolded and the economic hardship it caused. It would stand to reason that you will be closing down all of the B&B locations in Bethel that are not currently commercially zoned, as it wouldn't seem possible or legal to pick and choose who needed to comply and who would get a free pass to operate. This will further compound the lodging shortage.

I hope the City of Bethel can find a way the work with the Hackney's and other B&B owners around Bethel to allow their continued operation as it is an essential service for our community.

I'm very vested in the community and have lived in Bethel for over 20 years. My wife and I own and operate several local businesses.

Sincerely,



Wade Renfro

September 1, 2020

From:

Dr Calvin L Vermeire
PO Box 3392, Bethel, AK
Formerly 174 Alex Hatley for 9 years part time
And 121 Alex Hatley for 2 years.

To: City of Bethel; Planning Division
Bethel, AK 99559

Dear board members:

I am a physician on staff at YKHC since April 2007. Over the years we have had to recruit many new staff members. When they come for interview, they are housed for 2-3 nights somewhere in Bethel. I have seen them in some of the ugliest, run down housing because there is no decent place to house professional couples' short term. Now the Hackneys are trying to provide a valuable service to the community with a new, modern, clean and convenient B & B, and they are being inhibited by some illogical thought.'

Because there has been a change of leadership in the planning commission, should be no reason to impose illogical rules on someone who had approval for their building.

They are being singled out by unfair bias that is small minded.

Bethel needs more B & B establishments as it grows. They should be allowed in decent neighborhoods.

Sincerely,

A handwritten signature in black ink, appearing to read 'Calvin L Vermeire', with a stylized, cursive script.

Calvin L Vermeire DO

To whom it may concern:

I am writing this letter to ask you to reconsider giving the Hackneys permission to rent the apartments they built.

I moved to Bethel in 2010 from Texas I had an apartment which I was going to rent, but at the last moment that was not available. We had 30 days with YK housing but in that time we were not able to find suitable housing. We were desperate and Dawn Hackney helped us find a house we could rent.

With her position at YK, Dawn is aware of the need of housing in Bethel. The hospital brings in a lot of people and does not have enough housing. I know a lot of people that have struggled to find housing, why would the city of Bethel deny them the permission to rent the apartments they made. They have invested their hard earned money to help the people coming to Bethel. If Bethel had enough housing more people would accept jobs. Not only people from the lower 48 but people from the villages who also have issues finding housing in Bethel.

The Hackneys did Bethel a service by building this apts please let them rent them.

Thank you,

Rosa McCabe

Cynthia Randolph
The Shindig Inn
216 Blackberry
Bethel, AK 99559
Phone: (907) 545-2588
9/9/2020

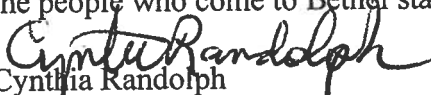
City of Bethel
Planning Committee/Planning Dept.
Bethel, AK 99559

RE: Dan and Dawn Hackney/ Hackney Housing

Dear City of Bethel Planning Commission/Planning Department;

I have lived in the Blueberry sub-division for 2 ½ years and have not seen any issue with Dan and Dawns house as a matter of fact I think it has improved the neighborhood as I remember what was on that lot before they built their house.

If the issue is it being a transient lodging facility in any way there are many houses in neighborhoods here in Bethel that serve as transient lodging facilities. And furthermore the City sold and issued them a business license. I was under the impression that the City was under the obligation to treat everyone the same if this is the case are you going to go after and shut down every household in Bethel that offer this much needed service. And if this happens where do all the people who come to Bethel stay?


Cynthia Randolph

Cynthia Randolph

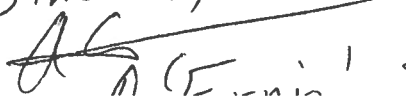
9-10-20
Cedar House
163 Alot
Hately

To Whom Concerned,

My name is Archelavs Ernest Turrentine I am 64 yrs old. I have spent most of my life in Bethel. I go by 'Ernie'. Writing this short letter about my neighbors the Hackneys.

They bought a very dilapidated little house across from them. I wished somebody like the Hackneys would buy the dilapidated house across from me. I will just say nice job for what the Hackneys have done. Next item they are not operating a hotel, it is or was a B+B we have a lot of them (B+B's) in the finest neighborhoods in Bethel. Which is a good thing for the economic well being of Bethel. We have a housing shortage, we also have substandard hotel that professionals do not or will not stay in period.

Sincerely,

 Archelavs Ernest Turrentine

Sept 16-2021

This is what I think!

Let's start at the beginning of Alex Hatley.

At 10 min to 8 in the morning you have a hard, difficult time getting on Alex Hatley from the Highway. Or coming the other way to get on the Highway. Because people are getting their coffee from the coffee shop. It's a pain.

She needs to make a living.

Then you come to the cars all out by the road for the car shop. They are off the road. You just have to be careful.

He needs to make a living.

Over on Cranberry there's a Bed & Breakfast.

They need to make a living.

There's a whole bunch of homes on Alex Hatley & in Blueberry that rent out rooms.

They need to make a living.

Mr & Mrs Hackney have a lovely home. lovely yard.

They need to make a living.

I don't have a problem with any of these. We don't have very many fights at midnight. Noise is kept down.

Whoever numbered Blueberry for house numbers did a horrible job. Every street has the same #. on the houses.

Thank you

Tamy Rogers
168 Alex Hatley-

June 4, 2021

Jaris Michaels

PO Box 2298

Bethel, AK 99559

City of Bethel

Planning Department

Bethel, AK 99559

To Whom it may concern:

I am writing in support of Daniel and Dawn Hackney's new construction at 175 Alex Hatley Drive. I have seen what they have done with the former home an old run down shack and turned it into a dream home. It is anything but "an atrocity". If you want to see "an atrocity" please visit Alaska Inn or Hawaii Inn. Bethel is growing and expanding and has multiple new subdivisions coming up. I have worked for companies that needed to find temporary housing for employee's to provided essential services to this community and have gone through the Hackney's for lodging needs. They have a business license and pay the city sales taxes for their transit lodging.

The city needs revenue to provide services to its citizens, the Hackney's pay taxes for their BNB, I would rather have BNB's paying a transit tax than paying a "sugary beverage tax" that the city council was trying to enact. Are you holding off having a hearing to try to write the Hackney's out of the new ordinance?

As a home owner in the City of Bethel I am in support of the Hackney's building a rental on their property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jaris Michaels', with a stylized flourish at the end.

Jaris Michaels

October 1st, 2020

City of Bethel
Planning Department
1155 Ridgecrest Dr.
Bethel, AK 99559

Dear COB Planning Department,

I am writing this letter to show support for the new construction at 175 Alex Hatley. I have been following this dispute distantly since it began last year, and on behalf of many like-minded individuals, we would like to see this come to a peaceful end.

I feel that our planning department and commission should use their valuable and limited time, focusing on higher priority projects that would positively affect the whole community. A complaint from a single neighbor does not justify the amount of time, personnel and resources that have gone into this. The results you are seeking to achieve only single out a single property owner and ignores the many similar developments both in the same neighborhood, and across town. If the City Administration wishes to change certain municipal code or departmental protocol and procedure to prevent this from happening again, I would be onboard with that. This, however, is not the way forward. Isolating a single case that did what they were asked, and then turning them into an example to deter others is simply a band aid to the bigger problem.

I have faith in the outstanding men and women that administer our local government. Your job is not easy, and we always ask for "more" from you. But a momentary lapse in judgement in our planning department that happened during a period of high turnover, should not come at a cost to the citizens that you serve. Instead it should be viewed as an opportunity to learn from and improve your department, so it does not happen again.

It is absolutely possible to find a logical resolution to this issue, please make your community members proud by doing the right thing. Let this family continue to peacefully upgrade their property, like so many others around them already have.

Sincerely,

Local resident of 22 years

Naim Shabani



**MICHAEL R. BURLEY
35637 Walker St. N.
Soldotna AK 99669
(907) 545-0880**

October 1, 2020

To the City of Bethel & Bethel Planning Commission:

I am writing this letter in support of Dawn and Dan Hackney and their attempt to build a duplex in Blueberry Subdivision. While my address is currently in Soldotna, I was a resident of Bethel for 37 years, and have only recently left.

I am very familiar with the Hackney's and their attempt to operate a duplex or Bed and Breakfast in Blueberry subdivision and I am horrified at how the City of Bethel is treating them. The Hackney's were given verbal okays to proceed. They did not move forward with such an expensive project without the consent of the City. I drove by their construction numerous times for over a year and watched the process progress. The City was there more than once and was well aware of what was happening. Not once did I witness a hostile interaction between the City and the Hackney's: instead I often watched them speaking amicably outside the frame or coming out of the structure talking and laughing. There is no question in my mind that the City knew what was happening in there. As a school bus driver for LKSD I drove by the place all the time: the bus route was at their house – it was hard to miss what was going on.

What I can tell you about the Hackney's is that they are very polite people who have raised two wonderful young girls. Both of their girls were extremely well behaved on the school bus and never gave me any issues. The Hackney's were attentive parents ensure their girls showed manners and courtesy to everyone around them. The Hackney's are also very private but also very giving to our community. While Dan can be extremely shy, whenever he hears of anyone needing something, he gives quietly and anonymously, never seeking the spotlight. Dawn is much the same: always going to work with a good disposition despite the horrendous things she has to face day in and day out. She gives dignity and hope to women and children after they have experienced probably the most traumatic thing anyone can experience. She also works to help others in the community.

I will remind the City and the Planning Department that the Hackney's were not only up front by applying for a Building Permit, they also applied for and received a business license for the premises and applied for and were approved for utility services. That meant that not just one, but three City departments were aware of the Hackney's plans and all three approved them. The Hackney's were actually open and operational, albeit minimally, when the City shut them down without so much as a courtesy call. One day while Dawn is out getting chemotherapy, they learn that the water/sewer to their addition has been shut off by order of the City yet no one at the City could take the time to provide them advance notice or an opportunity to contest the matter. The business license which they had validly obtained was essentially nullified without

so much as a courtesy notice and without a refund of the fees which they had paid. Everything that was done to them by the City was done without any notification and without any ability for the Hackney's to prepare or respond.

Anyone who constructs in Bethel or who lives in Bethel knows that housing is extremely difficult to come by. The waiting lists are long and many people are taken advantage of and placed into sub-par situations that lack running water or electricity. Yet when two honest people try to put up decent housing or try to operate a by the book establishment, they are not only told that they can: they are then broadsided and without any notice, they come home to find the utilities shut, the business shut, and the City telling them the structure is illegal despite the prior permissions granted. How would you feel if in their shoes? If you can't trust the City, then who can you trust?

This would not be happening if there had not been a vacancy in the Planning Office or if the Planning office had kept better records. The past practice of verbal authorizations is well documented and put the City in jeopardy numerous times before. There are a number of bed and breakfasts and other non-conforming structures in Blueberry Subdivision as well as pretty much every other zoned subdivision in Bethel – one only has to look to find them. Why then are the Hackney's being singled out?

Please do the right thing and be a City that does right by its citizens. If a mistake was made, it was not by the Hackney's. The City should honor its word and should stop harassing the Hackneys. While it may not be popular with a few of the residents in the subdivision, it is the honorable thing to do. The assurances that this will not permanently ruin the subdivision can come from the City cleaning up its processes and ensuring that in the future, the level of errors that it believes occurred here do not happen again. The City has not treated these people fairly by retroactively making an example of the people who did not cause those errors. This is not the way to proceed.

Sincerely,

Mike Burley

August 31, 2020

Doris Rockwell

9332 Nengquilaria Dr.(Former Resident of 121 A Alex Hately Rd)

Bethel, AK.99559

To Whom It May Concern

Planning Division

Bethel, AK. 99559

To Whom It May Concern:

I am writing this letter regarding the concerns that you are having with the Hackney's Blueberry subdivision. I have lived in Bethel for just over 4 years and lived on Alex Hately Rd and in fact still drive down it every so often to visit co-workers and friends. I have known Dawn and Dan for as long as I have lived here and driven by their house frequently. The edition or short- term lodging that they built behind their residence is almost invisible from the road as you drive by. The building itself is very beautiful and respectable and would increase the properties value and not bring down the neighborhood's appearance. They have put in a great deal of time and money to make it this way. There are only a few bed and breakfast establishments in Bethel and unfortunately, they do not have the same qualities as the Hackney's building. One in fact in the same subdivision. Why would you close one and not all the short- term lodging? The hospital relies on short term housing for the temporary employees and ones that are just moving to Bethel and taking these away only hinders the possibility of bringing them here to Bethel.

I am hoping that you are able to resolve this dilemma with the Hackneys as I know other small business owners have come to you in the past without such difficulty (they are also in a subdivision) and have provided needed services. The Hackney's just are wanting to provide for the community a service and have given so much to the city of Bethel and want to continue.

Sincerely,



Doris Rockwell

Print

Signature

THOMAS HAWKINS

Thomas Hawkins

Kenneth Eric Hoffman

Kenneth E Hoffman 9-4-2020

Tina Stickman Hoffman

Tina Stickman Hoffman 9-4-2020

Sharon M. Hoffman

Sharon M. Hoffman

James R. Hoffburger (Bobby)

James R Hoff 9-4-2020

Elizabeth Hoffman (DIT)

E Hoffman 9-4-2020

Stephanie K Hoffman

S. Hoffman 9-4-2020

Doug Wade

Doug Wade 9-5-2020

Jackie M. Hoffman

Jackie M Hoffman 9/5/20

LEON S. TREAT Jr.

Leon S Treat Jr 9/5/20

BLAINE E. ELLIOTT

Blaine Elliott 9-8-20

Fw: Planning Commission meeting agenda

Pauline Boratko <pboratko@cityofbethel.net>

Mon 7/19/2021 3:41 PM

To: Lori Strickler <lstrickler@cityofbethel.net>

please see email below

Pauline R. Boratko

City of Bethel

Planning Dept

Admin Assistant

Box 1388

Bethel, Alaska 99559

(907) 543-5301

From: Jeremiah Caywood <jeremiahcaywood@gmail.com>

Sent: Wednesday, July 14, 2021 3:58 PM

To: Planning <planning@cityofbethel.net>

Subject: Planning Commission meeting agenda

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern,

I am writing out of concern for restrictions being placed on BNBs. Proposing ordinances twice as strict as Anchorage doesn't pass the sniff test or adhere to common sense. Decisions made by a few for all should be carefully thought out as these decisions can affect many. It is easy to pass ordinances that don't personally affect you but you should consider those you are affecting.

Finding good affordable housing is difficult in Bethel and we have a very transient workforce. Having more places available improves recruitment and retention which improves the overall wellness of our community.

Lastly, if you must pass strict ordinances, don't have it affect those that have followed current or lack of guidelines. That is unfair and unreasonable. Remember you are chosen to be the voice of the entire community, not just your group or circle of influence.

Thank you for taking the time to read this email

--

Jeremiah Caywood, BSN, RN

907.545.1208

Fw: Written Statement for 7/15/2021 Planning Commission meeting

Pauline Boratko <pboratko@cityofbethel.net>

Mon 7/19/2021 3:45 PM

To: Lori Strickler <lstrickler@cityofbethel.net>

please see email. below

Pauline R. Boratko

City of Bethel

Planning Dept

Admin Assistant

Box 1388

Bethel, Alaska 99559

(907) 543-5301

From: Janet Kaiser <janet.kaiser@yahoo.com>

Sent: Wednesday, July 14, 2021 4:58 PM

To: Planning <planning@cityofbethel.net>

Subject: Written Statement for 7/15/2021 Planning Commission meeting

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello. My name is Janet Kaiser. I live at 600 Katie Hatley Lane in Blueberry sub. It is a residential subdivision covered by the proposed ordinance.

My comments are related to the Public Hearing on a proposed ordinance allowing Bed and Breakfasts in all Residential Zoning Districts here in Bethel. Ordinance 21-XX.

It's a discussion and effort that I support as long as other BMC codes are also being followed. For example: one primary residential unit per residential lot. No exceptions.

The scale of B and B operations is an important quality to me in that a B and B operation needs to fit in to the neighborhood it's run in. Fit in. Not stick out. I support the measures around scale that the Planning Commission has proposed.

I have a concern in reading the WHEREAS sections of Ordinance # 21-XX because I found the language to be poorly written.

I didn't find clear key statements following each WHEREAS.

I think clearly stated key statements that say what is meant are important.

Since Ordinance # 21-XX is proposed to provide a path forward on the matter of short term rental housing, clear intent in the WHEREAS section will make the ordinance less open to interpretation.

I encourage more time be spent word-smithing the WHEREAS sections to make their meaning clear and

readily understandable before passing it.

Lastly, I think the last or the 4th WHEREAS is a hornets nest and should be struck from Ordinance 21-XX. Operators that do not have permission from the City and/or are in violation of the BMC should not be waived through or exempted by Ordinance 21-XX.

Thank you.

Sent from my iPhone

Introduced by: Pete Williams, City Manager
Date: July 27, 2021
Action:
Vote:

CITY OF BETHEL

Resolution # 21-14

SUPPORT FOR POWER COST EQUALIZATION PROGRAM FUNDING AND FULFILLMENT OF PLEDGE MADE TO RURAL ALASKANS

- WHEREAS,** the Power Cost Equalization (PCE) Program was established in 1985 as part of a Statewide Energy Plan to reduce the electric rates paid by rural consumers to levels comparable to those paid by consumers in Anchorage, Fairbanks, and Juneau.
- WHEREAS,** the PCE program was established to assist rural residents at the same time State funds were used to construct major energy projects like the Four Dam Pool projects, Bradley Lake, and Alaska intertie that benefited urban areas of Alaska;
- WHEREAS,** the State-funded PCE program provides a subsidy to rural electric utilities that pass on the savings to residents and municipal entities in the form of discounted electric utility bills;
- WHEREAS,** "the Alaska Energy Authority (AEA), along with the Regulatory Commission of Alaska (RCA), administers the program that serves 82,000 Alaskans in 193 communities that are largely reliant on diesel fuel for power generation" (AEA's PCE Frequently Asked Questions);
- WHEREAS,** the City of Bethel stands to lose over \$80,000 a year in PCE savings, if the program is discontinued;
- WHEREAS,** the intent of the PCE program was to provide energy assistance to rural Alaskans with the assurance that rural residents would have a dependable and sustainable program for the foreseeable future;
- WHEREAS,** the Alaska State legislature has a second chance to fund the Power Cost Equalization (PCE) Program in the FY 2022 State Operating Budget when they are called into session on August 2, 2021;

Introduced by: Pete Williams, City Manager
Date: July 27, 2021
Action:
Vote:

NOW, THEREFORE, BE IT RESOLVED that the City of Bethel strongly supports full funding of the Power Cost Equalization Program to honor the historical purpose of the program and help rural residents and municipalities counter the high cost of electricity.

ENACTED THIS 27TH DAY OF JULY 2021 BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	21-20		
Date action introduced:	Introduced by:	Peter A. Williams, City Manager	
Date action taken:	July 13, 2021	Approved	Denied
Confirmed by:			

Action Title: Authorize the City Manager to negotiate and execute two agreements with the University of Alaska Fairbanks (UAF) and make the following financial contributions: (1) \$112,000 to the UAF Cooperative Extension 4-H Program, and (2) \$72,600 to the Kuskokwim Consortium Library.

Attachment(s): (1) Memorandum of Agreement Between City of Bethel and University of Alaska Fairbanks, School of Natural Resources & Extension and (2) Consortium Library Agreement – City of Bethel and the University of Alaska Fairbanks Kuskokwim Campus for FY 2022.

Amount of fiscal impact:	Description	Account information:
\$112,000	FY 2022 City Budget	10-72-798
\$72,600	FY 2022 City Budget	10-72-745

Summary Statement

The City of Bethel has supported the University of Alaska Fairbanks Cooperative Extension 4-H program with financial contributions for 26 years. Bethel 4-H provides an after-school program for K-6 kids that serves up to 60 kids per day, with a 300-student annual enrollment. They oversee traditional clubs, such as the popular Kusko Kicker's soccer club, which enrolls about 90 participants per season and the Sports Camp at the YK Fitness Center.

The City allows UAF to lease the Youth Center building at a reduced rate for the program. The City provides water and sewer utilities to the facility. The City approved \$112,000 for the 4-H program in its FY 2022 Budget.

As a consortium member, the City of Bethel supports the continued operation of the Kuskokwim Consortium Library and agrees to the tenets in the attached Consortium Library Agreement. The City also agrees to provide \$72,600 to the University of Alaska Fairbanks in FY 2022 to cover operating costs.

MEMORANDUM OF AGREEMENT
BETWEEN CITY OF BETHEL AND
UNIVERSITY OF ALASKA FAIRBANKS,
SCHOOL OF NATURAL RESOURCES & EXTENSION

This Memorandum of Agreement ("MOA ") is made between the City of Bethel, hereinafter referred to as the "City" and the University of Alaska a Fairbanks, School of Natural Resources and Extension, hereinafter referred to as "UAF." This MOA is effective July 1, 2021, through June 30, 2022, unless terminated by the City or UAF in accordance with the terms of this 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

UAF shall:

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

City shall:

- A. Grant the sum of One Hundred Twelve Thousand Dollars (\$112,000) to UAF for the operation of the 4-H Program as UAF deems most appropriate; and
- B. The above sum is to be paid by the City in two (2) equal payments of Fifty-Six Thousand (\$56,000) Dollars, on or about August 15, 2021 and the other on or about January 15, 2022.

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; however, UAF shall have access to all Teen Center premises, including but not limited to the Teen Center garden, greenhouse, and storage shed.
- C. All programming at the Teen Center will be exclusively conducted by UAF and its 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 responsibilities whatsoever for any of UAF's activities or personnel.
- D. UAF shall indemnify, hold harmless, and defend the City from and against any claim or liability for negligent acts, errors or omissions of UAF under the Agreement. UAF shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the common negligent error or omission of UAF and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on comparative fault bases. "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 appropriations creates no further obligation or liability of the UAF.
- F. This Agreement is subject to renegotiations and amendment annually upon a six (6) month written notice.

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

City Manager Peter Williams
City of Bethel

Date

Ronda Phillips
University of Alaska

Date

Rosemary Madnick
Executive Director, Office of Grants & Contracts Administration
University of Alaska Fairbanks

Date

**FISCAL YEAR 2022 CONSORTIUM LIBRARY AGREEMENT BETWEEN
THE CITY OF BETHEL AND
THE UNIVERSITY OF ALASKA FAIRBANKS KUSKOKWIM CAMPUS**

An Agreement made by and between the University of Alaska (hereafter "University") and the City of Bethel, a municipal corporation (hereafter "City")

WHEREAS, the University acting by and through its local affiliate, Kuskokwim Campus, and the City have determined that it is in the public interest to share library collections and facilities in the operation of a library in Bethel and;

WHEREAS, a cooperative effort of the University and the City in serving residents of Bethel is cost- effective and mutually advantageous;

The parties hereto do mutually agree as follows:

ARTICLE I

The University shall:

- A. Manage the library facility to accommodate and include:
 - 1. Public access to Kuskokwim Consortium Library and its collection;
 - 2. Public access to reference and inter-library loan services;
 - 3. Public access to library assistance in the form of trained personnel;
 - 4. A year-end report of grant expenses to the City of Bethel;
 - 5. If requested, an entire multipurpose room at least twice annually, including setting up and break down of equipment, on a date to be mutually determined and at no cost to the City.
- B. Provide physical maintenance and utilities of the Premises.
- C. Appoint, employ, and compensate a full-time professional librarian during the College Academic Year who meets the appropriate standards of the American Library Association and whose duties shall include, but not be limited to, supervision of all operational services offered by the library, and responsibility for all acquisitions;
- D. Employ other personnel as deemed necessary;
- E. Maintain separate accounting of financial records;
- F. Provide public access to the library for approximately 40 hours per week, except as otherwise limited by the pending COVID-19 pandemic emergency;
- G. Provide materials traditional to public libraries and the Kuskokwim Consortium library in quantity and quality sufficient to maintain the collection to meet the informational and recreational needs of the community;
- H. Provide library programs to meet the informational and recreational needs of the community as possible with existing library staff and Friends of the Library volunteers.

- I. Provide an electronic lending library that allows users to borrow books on Kindle, Nook, or other similar devices at no charge.

The City Shall:

- A. Pay Kuskokwim Campus for services a total annual sum of \$72,600. Payment for these services will be made by the City in two (2) equal payments of \$36,300 upon receipt of an invoice from the University. Payment for the first installment will be available between July 1, 2021, and December 30, 2021. Payment for the second installment will be available between January 1, 2022, and June 30, 2022. All funds must be expended before June 30, 2022, or shall be forfeited.
- B. Provide snow removal for the Library parking lot as needed;
- C. Provide a dumpster and garbage removal at no charge to University;

ARTICLE II

It is further mutually agreed that:

- A. Equipment, furnishing, and literary holdings shall remain the property of the respective owner;
- B. To the extent allowed by law, each party shall indemnify, protect, and hold the other harmless from and against any and all claims, suits, causes of action and judgments arising in favor of any person or corporation, including but not limited to the employees, agents, representatives, and subcontractors of each party, or any third party, on account of any injury, death, or damage to property resulting from the actions, negligence, misfeasance, omissions or errors of said party, its employees, servants, agents, representatives, subcontractors or independent contractors during the term of this Agreement.
- C. This Agreement is subject to renegotiation and amendment at any time upon mutual consent of the parties.
- D. This Agreement may be terminated by either party upon the filing of written notice of such intent at least sixty (60) days prior to March 1, 2022, with the date of termination being June 30, 2022, or upon shorter notice by mutual consent of both parties;
- E. The library facility shall be known as the KUSKOKWIM CONSORTIUM LIBRARY.

ARTICLE III

The University of Alaska Fairbanks is an affirmative action/equal opportunity employer and educational institution. UAF does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or another legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and

complaint procedures are included on UA's statement of nondiscrimination available at www.alaska.edu/titleIXcompliance/nondiscrimination.

Both parties agree to abide by these principles in the administration of this Agreement, and neither institution shall impose criteria that would violate the regulations of nondiscrimination.

Both parties agree that this Agreement does not create legally enforceable obligations for either party nor does it establish a standard of care attributable to the activities outlined in this document.

FISCAL YEAR 2022

The list of library services described herein are to be provided by Kuskokwim Campus at their related costs to the City of Bethel from July 1, 2021, through June 30, 2022;

All services described in this Agreement will provide for public access to the library for a minimum of 40 hours of library service per week, except for temporary closures due to personnel, public health, or staffing emergencies.

Materials are traditional to public libraries and the Kuskokwim Consortium Library in quantity and quality sufficient to maintain the collection to meet the informational and recreational needs of the community.

Library programs will meet the informational and recreational needs of the community, with existing library staff and Friends of the Library volunteers.

This Agreement may be modified any time upon written approval of the parties. No changes to the scope of this Agreement may occur without written consent of both parties.

Linda Curda or Designee Director,
Kuskokwim Campus University of Alaska, Fairbanks

Date

Evon Peter or Designee
Vice-Chancellor for Rural, Community, and Native Education
College of Rural and Community Development,
University of Alaska, Fairbanks

Date

Rosemary Madnick or Designee Executive Director
Office of Grants and Contracts Administration
University of Alaska, Fairbanks

Date

Peter Williams, City Manager
City of Bethel

Date

City of Bethel Action Memorandum

Action memorandum No.	21-21		
Date action introduced:	07/27/2021	Introduced by:	Peter Williams, City Manager
Date action taken:	July, 27, 2021	☐ Approved	☐ Denied
Confirmed by:			

Action Title: Action Memorandum Allowing the City Manager to Negotiate and Execute a Contract with Alaska Communications to procure Low-Earth Orbit (LEO) Satellite Internet Services

Attachment(s): 1) Memorandum from City Manager informing council of the waiver of normal procurement procedures in the best interest of the City per BMC 4.20.150
2) Justification document from IT Director, Bo Foley
3) Supporting information from Alaska Communications

Department/Individual:	Initials:	Remarks:
Peter Williams, City Manager	PW	
Bo Foley, IT Director	BF	

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
\$290,000	Funds in City Budget.	10-55-690 Capital Expenditures
	Funds not in City Budget.	

Summary Statement

Rural Alaska suffers from a lack of available choices and variety. Often if there is a service or a product offered by a company, they are one of only a few choices if not the only choice. This goes the same for Internet service providers to which GCI offers the only low-latency Internet in Bethel and has for well over the past decade.

In early 2021, two companies announced that they would be bringing Internet services to Alaska by means of low-earth orbit (LEO) satellites that could deliver performance comparable to existing low-latency terrestrial connections. These companies were SpaceX and Alaska Communications. With the technology being new and never-before tested, customers were encouraged to sign up well ahead of the services and equipment being available on a first-come first-served basis. This option would be tremendously helpful to all rural Alaska villages and Cities to alleviate the lack of choice or lack of services all together.

The City has the opportunity to get in on the ground floor and be one of the first to test out this

new technology, which would be a tremendous help to every City department if the services perform as advertised. To not miss out on this window of opportunity, City Manager Peter Williams is electing to waive normal procurement procedures per BMC 4.20.150 and pursue a one-year contract with Alaska Communications immediately. This choice does not exclude any other providers because SpaceX's product, per their website information, will not be available in Bethel until closer to 2023 whereas Alaska Communications can have the service to the City before 2022. GCI's current service with the City cannot yet deliver the same performance of these new LEO options.

Funding for this project has already been approved in the FY22 budget. The City should be able to start testing by latter Fall 2021.



July 14, 2021

Bo Foley, IT Director
City of Bethel
PO Box 1388
Bethel, AK 99559

Subject: Low Earth Orbit Internet Services

Dear Mr. Foley:

It is my pleasure to inform you that OneWeb has completed its last launch for Low Earth Orbit (LEO) Internet Coverage to completely cover Alaska starting at the end of the 3rd Quarter of 2021 with anticipated deadlines for customer test and turn ups happening in Q4 of 2021. This letter is to provide you with some information about LEO and what is possible for Alaska.

With thousands of residents living in the City of Bethel, there is a high demand for network infrastructure and internet connectivity to provide access to as many services and resources as possible. Alaska Communications understands the challenges that many different organizations and individuals face in the Yukon Kuskokwim Delta Region. For this reason, we completed our partnering agreement with OneWeb and have created products and services to offer to our customers. This new technology will open doors and establish new norms in employee productivity and efficiency. It will help your teams provide unprecedented levels of support to those they have a stewardship over. To help you better understand the current state of LEO for Alaska, I have included some information on the following pages.

The City of Bethel is one of our best partners, and for this reason we would like to have you be first in line when we offer this service. In addition to this, we would also like to have you be one of the first partners to receive a LEO Antenna and begin putting it through your tests right after we get you on a contract with a potential plan that meets your needs, and we have the antennas in Alaska from the manufacturers. This is anticipated to be at the end of this quarter.

We have already been able to have great conversations about the service and all that it will bring to the table. We look forward to answering any questions you may have regarding our services and our continuum of dedicated customer service.

Sincerely,

A handwritten signature in black ink that reads 'David Murphy' in a cursive script.

David Murphy
Senior Client Account Manager
Alaska Communications

- The OneWeb Solution is currently on track to be the only LEO solution in Alaska for 2021, and for some amount of time into 2022 based on current projections from a number of companies and their roadmaps.
- The OneWeb solution will be more economical than solutions from current vendors operating in Bethel, or any typical KuBand or C-Band deployment. The OneWeb Antennas are on par with the cost to purchase a KuBand Satellite Earth Station.
- The OneWeb antennas will self-align after an hour of being properly networked and powered on. They are also equipped with internal heaters to ensure the service doesn't get interrupted. Each Antenna is capable of 100x20mb speed. If Additional speed is required, the simple purchase of another antenna gives the City the ability to receive a total of 200x40mb Internet Service and makes the service have a source of redundancy.
- The OneWeb Internet Connection is a secure connection that is encrypted from the City of Bethel's Premise all the way until it gets to the World Wide Web in the Weston Building in Seattle.
- A current term length minimum is only 12 months. We anticipate there being options for longer term commitments that save money in the future, however those plans are in the developmental stage.
- OneWeb Antennas for testing will be available in Q3 of 2021.
- OneWeb is a true Enterprise service that will focus on the Business Market. The services offered will be robust and capable of handling a large amount of traffic by many users. It is not intended to be a residential style offering sold individually to individual households all over the world.
- The OneWeb Network has built in Redundancies through overbuilding the number of satellites that are in orbit. When a satellite is ready to reach end of life, it simply lowers out of the band and is replaced. There are at least 5 extra Satellites in orbit, powered off yet ready to be used if needed. As needed, these satellites would simply power on and get placed in the location they need to be placed in to ensure no gaps in the network. No additional launches are needed to enhance the network in these types of scenarios.
- Higher download speeds and upload speeds are available for your use at a more economical rate verse what is available to you from other vendors today. This is due to LEO Satellites orbiting the earth at 1,000 to 1,200 km instead of a typical Satellite that orbits at 35,000 km today. The proximity of the OneWeb network is 30 times closer to the earth which means users will see speeds in the 70 – 80ms latency range instead of a traditional 650 – 850ms latency from normal Satellite service.
- It is currently unclear when other companies that anticipate offering LEO will be available in Alaska. A simple check on the Starlink website by any individual will provide current estimates on service turnups. Some locations are showing 2023 while others are showing late 2022. The image below was taken from the Starlink Website for Bethel on 07.13.2021.

Order Starlink

Akiak Dr, Bethel, AK 99559, USA

Starlink is currently at capacity in your area through 2021, your order might not be fulfilled until late 2022. You will receive a notification once your Starlink is ready to ship.

Purchase Justification
For the City of Bethel to Contract
with Alaska Communications to provide Low-Earth Orbit (LEO) Satellite Internet Services

Background

The City of Bethel gets its Internet services through GCI, which up until recently was a sole source provider of low-latency Internet in Bethel, Alaska. The service is expensive, slow, and has underperformed for years, but due to GCI's monopoly on the low-latency Internet market in Bethel, the City has been at their mercy to simply accept the service as is. However, come quarter three of 2021, this will no longer be the case.

The City is also contracted with Alaska Communications (ACS) to assist in the management, growth, and care of its IT network in tandem with the City's IT Director, Bo Foley. Recently, ACS has become partners with OneWeb to provide Low-Earth Orbit (LEO) Satellite Internet which proves to be a comparable solution to terrestrial-based, low-latency systems that GCI offers in Bethel through its microwave TERRA ring.

Slow Internet speeds have long been a severely limiting factor in each department's ability to explore emerging technologies and services that could help increase productivity and efficiency. To increase Internet speeds with GCI, the current costs would nearly quadruple, and we simply would not get adequate bang for the buck in terms of the service due to the limitations of the TERRA network, capping out at 30 Mbps. With its LEO solution, ACS will be able to provide more than double the speeds available from GCI (100+ Mbps) for roughly the same costs that we pay currently.

The only other provider of LEO satellite Internet in Alaska is SpaceX's Starlink, but according to Starlink, their service will not be available to Bethel until near 2023. ACS's OneWeb will be available before 2022. As such, the City would like to name ACS a sole source for LEO satellite Internet so that it can procure the service as soon as it is available and even get in on the ground floor for testing. The City of Bethel is desperately in need of increased bandwidth and ACS is poised to offer it with one-year contracts as opposed to GCI's three and five-year contract terms.

Alaska Communications (ACS)

Alaska Communications was awarded a five-year contract in May of 2021 to provide augmentation to the City's IT Department. The company assists in helping the IT Director monitor, maintain, and improve the City's network in any way it can including providing oversight into possible hardware and software problems, helping to keep systems patched and updated,

being able to remotely assist users with daily computer issues, and being able to procure any hardware or software needed to keep the network running smoothly.

In the year that the City has been with ACS, they have already proven their value having assisted the IT Director in swapping out the City's switch infrastructure, provide a solution to change out the City's aged and failing phone system, procure and set up several servers for multiple projects in different departments, and they continue to engineer project solutions for any network issues the IT Director identifies. They continually look for ways to improve the City network and now that they are able to offer a viable alternative Internet solution, another glaring problem within the network may yet be alleviated. This solution is through a LEO satellite network.

Normally, a satellite Internet solution would not be acceptable to the City's needs as the latency is far too high for the rapid back and forth of communication (on account of a satellite normally sitting 35,000 km in Space). LEO solutions remove this distance and orbit near the Earth (1,200 km) which creates latency times that are comparable to the existing TERRA solution offered by GCI. This makes the solution viable when combined with the speeds that the solution can provide which can easily double the maximum speeds that can be achieved through the current iteration of GCI's TERRA.

There are only two providers of this LEO solution in Alaska, Starlink and OneWeb (sold by ACS). The current wait for Starlink's service looks to extend to near 2023 according to information pulled from their website whereas ACS looks to have their OneWeb service available during Fall of 2021.

Subject Matter Expert Testimony – IT Director, Bo Foley

Bo Foley has served as the City's IT Director for the last four years and has been an IT technician with the City for ten years before that. He is well-versed with where the City's network is strong and where it is lacking. And while he has had success in shoring up some of the lacking areas, there are a few areas in which the City has been hamstrung for a lack of places to get alternative solutions, namely the City's Internet through GCI.

In rural Alaska, there are very few options that will work to serve the City's needs and out of them all, GCI was the only one able to provide the service. Over the years, the costs of the service have been fairly high, as to be expected with rural Alaska, but the performance of the service has not been proportional to these costs. Unfortunately, there was no other company to switch to for relief in this matter until now.

With the availability of ACS's OneWeb solution rapidly approaching, the City would greatly benefit from switching to this service as soon as it is available. The solution will provide a substantial increase in bandwidth that can easily be scaled up in accordance with the City's needs at a fraction of what it would cost to attempt the same increase with GCI. The LEO solution

should also prove a bit more resilient than the current TERRA Internet, which has experienced random drops in service throughout given work days.

Though the LEO solution is yet untested in rural Alaska where the weather and land do not always cooperate with us, if the alternative Internet service can deliver the numbers it looks to be capable of, it will be game-changing for what the City will be capable of technologically speaking. The only other Internet service that could provide the performance the City needs would be through a terrestrial fiber connection. GCI is looking to bring this to Bethel, but that project won't be completed for an estimated three to five years. The City cannot wait that long for relief if it wishes to continue to grow and be able to leverage today's technology which is typically wholly dependent on a strong connection to the Internet.

Bo Foley

IT Director



City of Bethel

Administration
PO Box 1388
Bethel, Alaska 99559
(907) 543-1373

To: City Council

From: Peter Williams, City Manager

Subject: ACS Contract for OneWeb Viability Testing

Date: July 15, 2021

To the members of the City Council,

The City's IT Director is looking to improve Internet services for our organization and has identified that Alaska Communications can provide this service if we procure their Low-Earth Orbit (LEO) Satellite Internet service which should be comparable to the City's existing TERRA service provided by GCI. The City is currently under contract with GCI until February of 2022 and the IT Director is looking to test this alternative LEO solution in parallel with the existing service to make sure that it works as advertised. LEO is a newly emerging technology and is untested in Alaska so there is no way to ascertain if the service can serve as a viable alternative without testing its capability. The LEO service will vastly outperform the TERRA service at roughly the same cost.

There is currently a window to get in on the ground floor to be able to be one of the first to test LEO capabilities as early as October of 2021, but that window will close soon. As such, I am choosing to waive the formal procurement procedures of going out for bid so that the City has an opportunity to meet this window. The reasons for this are as follows:

- There are only two sellers of LEO technology for Alaska, Alaska Communications and SpaceX. However, SpaceX's Starlink will not be available to the City until near the end of 2022. Given that fact, even if we did go out for bid, Alaska Communications would be the only company to respond that could fulfill an order within the year. Skipping this process will save the City much wasted time and get each department the relief they need much more quickly.

- Per BMC 4.20.150, the City Manager has the power to waive some or all formal bidding procedures if he or she deems it in the best interests of the City. The LEO solution will not only boost the City's connection to the Internet well beyond what GCI can currently offer, it will do so at a fraction of the cost if we kept with GCI. Being able to deploy a strong Internet connection will improve productivity and efficiency of all departments.
- Funding has already been approved for this project in the FY22 Capital Expenditure budget.

Attached with this memorandum are a justification written by our IT Director explaining the background and reasoning why he would like to get the City in on the ground floor for testing this service. Also included is supporting documentation from Alaska Communications. Based on the justifications, I agree that moving towards being able to test this exciting new technology without waiting is in the best interest of the City.

Peter Williams
City Manager

City of Bethel Action Memorandum

Action memorandum No.	21-22		
Date action introduced:	July 27, 2021	Introduced by:	Planning Commission
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: City of Bethel Voluntary Junk Vehicle Removal Program

Attachment(s):

Department/Individual:	Initials:	Remarks:
Planning / Ted Meyer		

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
	Funds in City Budget.	
	Funds not in City Budget.	

Summary Statement

The current voluntary Junk Vehicle Removal Program during the City's three-month, "Cleanup, Green Up Program" beginning every April provides a free pickup by the City of junk vehicles once per year upon application by residents. The \$300 pickup and liquid removal fee is waived by the City. Forty-three applications were received from residents, and 41 vehicles were towed during the Clean Up, Green Up Program that recently ended earlier this month.

This Action Memorandum requests the program be extended to a year-round program in order to continue diminishing the big number of junk and abandoned vehicles scattered around the city. The extended program would compliment the current City Junk Vehicle Impoundment program that identifies, tags, impounds, and disposes of junk/abandoned vehicles, as provided by BMC 10.15.

The voluntary, upfront authorization by application from residents to have their junk cars towed year-round would save the City much staff time in closely following BMC 10.15 procedures and documentation required in its program for removing junk cars from city streets. Also, of the 59 junk/abandoned vehicles identified as being in the right of way by the Police Department in October 2020, 34 vehicles or 57% were moved by the owner back on to their property once a 30-day tow notice from the planning department was placed on their vehicle, or by them hearing about the program. The year-round authorization from residents to have their junk cars towed might preclude some of these junk vehicles from being moved back on to the property.

City of Bethel Information Memorandum

Information Memo No.	21-11		
Date introduced:	July 27, 2021	Introduced by	City Manager Williams
Amended actions:			
Confirmed by:			

Title: Limited Legal Services for USDA Grant Compliance and Bonding

Attachment(s): Memorandum to City Council

Department/Individual:	Initials:	Remarks:
Libby Bakalar, City Attorney	EMB	

Amount of fiscal impact:		Account information:
Approx. 5K	USDA Grant Funding	USDA Grant 20-50

Summary Statement

See attached memorandum.

MEMORANDUM

TO: BETHEL CITY COUNCIL

FROM: LIBBY BAKALAR, CITY ATTORNEY

SUBJECT: LEGAL SERVICES (BMC 4.20.230(E)(3)) WAIVER REPORT REGARDING
USDA AVENUES AND SEWER GRANT

DATE: JULY 20, 2021

CC: PETER WILLIAMS, CITY MANAGER; LORI STRICKLER, CITY CLERK;
JOHN SARGENT, GRANT MANAGER

EMB

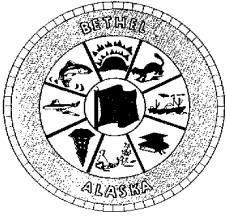
Bethel Municipal Code (BMC) 4.20.230(E)(3) allows the City Attorney to waive formal procurement procedures for certain legal services. Specifically, that subsection provides that the City Attorney may seek an exemption from regular procurement in “situations where immediate legal action of a specialized nature is necessary.” Following such waiver, “a written report to the Council shall be presented clearly outlining the waiver and the reason for it.” I am required to include that report “in the next available council packet following the waiver.” This is that report.

The City is engaged in an enormous (close to \$9M) grant project funded by the United States Department of Agriculture (USDA) Rural Development agency for the Avenues water and sewer project. The project involves many very time-sensitive and highly complex issues of federal grant compliance, planning/ land use, and public finance. Public finance is especially complicated. The law firm of Jermain Dunnagan & Owens has experience in all of these areas and has previously served the City as bond counsel on the one prior USDA grant the City has had (Sewer Lagoon/Jetty), and I think historically in some other contexts as well.

I would like to use my outside counsel budget for JDO to provide a second opinion on certain federally-required forms and certifications, both before and after we go out to bid on this project. Once the title and engineer reports are complete, I will be able to assess those documents and would like to do so with some assistance from Michael Gatti at JDO. For the more complicated financing aspects, we will definitely need bond counsel (which I think may be covered by the grant), and Cindy Cartledge at JDO is one of the state’s foremost legal experts in public finance. Given the timing, complexity, and scope of this project, I believe that additional outside counsel and procurement waiver for such counsel are justified.

Please do not hesitate to contact me regarding this matter.

END OF REPORT



CITY OF BETHEL

P.O. Box 388
Bethel, Alaska 99559
Ph. (907) 543-4150
Fax (907) 543-3817

MEMORANDUM

DATE: July 7, 2021, 2021 to July 20, 2021

TO: City Council

FROM: Peter Williams, City Manager

RE: City Managers' Report

COVID-19- As of July 20th the Family clinic and YKHC have passed out cards for those who were inoculated for the Covid-19 virus. There has been a uptick in cases in the YK region.

Public Works

City Hall- There are serious problems with the lead times regarding purchasing materials for this project. This makes it difficult to anticipate what additional funding will exactly be needed and we to receive the materials for the completion date.

The contingency for this project has been expended due to removing various change orders. We have asked for an additional \$158,000, \$58,000 for the windows and \$100,000 for contingencies. Part of the scope of work was to repair the heating system and that work hasn't started yet. We are not sure what will be found that wasn't known when we put the project out too bid.

Akeekek-Delapp and Ptarmigan Project- picked alternate two that will provide for 11' Rd Lanes, 2' shoulders, 3% Grade, 3;1 Slope and 4' Non-frost Susceptible Classified Materials. This came about because there are no ROWs that the City owns, nor does anyone else that the City knows of in Bethel Heights. This issue is one that ties into the ownership of the cul-de-sacs in Bethel Heights that the CA is working on with AHFC. She has asked that the issue be resolved before the snow flies 3) Reviewed DOWLS report on the YK Fitness Center Emergency Repairs which is in the packet follow the CM report.

Parks – Fencing for the Tundra Ridge Park should be installed by the end of the month. Fencing in adjoining the park across from the Lions Club was installed. The area that was cleared and filled with dirt will a application

Planning Dept. – The Ordinance and Resolution for the Short-Term Rentals was passed by the Planning Committee. Kathy Hanson the Chair of this Committee and the Planning Director was a good example of how to handle a meeting when the public has concerns. Well done.

City Managers Daily Log

July 7 – 1) Administration meet with Carmen Jackson LLC team to discuss the FY -20 draft audit and develop a response to BDOs original findings. C.J. disagrees with some of the findings and assumptions, and we are working with BDO to come to an agreement about them. 2) Administration meets with C.J.s team members to prioritize a list of tasks and the cost associated with them. I signed a proposal to standardize the Chart of Accounts. 3) Requested that the H.R. Manager develop an electronic filing system for the employees' personnel records. This will have to start after we move back to city Hall. 2) Requested that the P.W. Dept works with the Finance Dept regarding the I-Woks program that keeps track of inventory in the V&E Dept.

July 8 – 1) Review AML bulletin regarding the PCE and ARP funds. The PCE program is unfunded. 2) Requested the new Premera policy concerning employees' health benefits. 3) Attended a meeting about Short Term Rentals.

July 9- 1)Meet with Carmen Jackson LLC, BDO,and the Finance Dept. to discuss finishing up the FY-20 audit. 2) Discussed BSI request about invoices concerning the institutional corridor. 3) The DOT is requesting modifications for a utility easement need for the Aves. Project 4) Notified Ak. Log that their overdue invoices needed to be taken care of. 5) Work with C.J. about questions concerning the Bethel Bank Stab. Project.

July 10 – 1) Reviewed MOU and various documents related to the SRO grant. LKSD needs to participate with the Grant Manager to move this program along. It should have been ready for Council's approval for the FY-21 budget. If this program is approved, we will need to add a position to the Police Dept and add \$20,000 to the P.D.'s budget to fund this position. 2) Reviewed a complaint by Tundra Fencing about needing a Cert. Payroll to qualify to bid on a project from a grant from Homeland Security.

July 12 - 1) Reviewed C.I.s contract, sent it to the Finance Dept. 2) Reviewed surveys that the Planning Dept has requested for various city properties. 3) Reviewed timesheets from Dept Heads. 4) Delta Western notifies the city that they wish to extend their contract to deliver fuel to the City of Bethel's various departments 5) Meet with CA and CC to discuss city business that needs to be

completed. 5) meet with FNBA and Grant Manager to update the progress concerning the Aves project.

July 13 – 1) Attended a City Hall Construction meeting 2) DOT requested we decide on an alternate design for constructing Akakeek, DeLapp Streets and Ptarmigan Rd. in Bethel Heights. 3) CBA negotiations are scheduled for late August.) Reviewed final edits from the CA concerning the contract for Carmen Jackson.

July 14- 1) City Hall construction meeting. 2) Requested a meeting with the DOT to review plans for drainage in Bethel Heights. 3) Request from YKFC to investigate developing a program to assist those who would qualify to receive help paying for their membership at the center. I think that this is a good idea so those on fixed incomes, etc. could use the Center.

July 15- 1) review e-mails between LKSD and the Grant Manager who is trying to meet the requirements of the grant for an officer at the school. 2) reviewed e-mails concerning bed and breakfast establishments. 30 Helped out with a budget modification for City Hall Improvements. 3) Discussed the employee's 2.5% pay raise with the union. There is a difference of opinion if we pay the employees or wait till after CBA negotiations. Administration at the unions direction gave the employees the raise, now the union said to wait, citing a court case which was forwarded to the City Attorney. 4) reviewed the affidavit regarding the PCE. 50 Reviewed the IT manager report and request to ask for new IT services.

July 16- 1) Request to waive the procurement process for IT services was reviewed and approved by the CA. 2) Fire chief is putting the paperwork together to purchase the new pumper which we will pay in full. 3) reviewed purchase orders and signed checks.

July 17 & 18 – Checked in on the SBH attendants and the City Dock.

July 19 -1) Meet with Union Rep, CA, HR manager too discuss employees' yearly raise. Negotiations will start the last week of August. 2) Review CJs final version of their contract with COB. 3) Reviewed ordinance for B&Bs.

July 20 – 1) Reviewed Vitus Marine plans for constructing a tank farm. 2) Met with CA, Bond Counsel and PW Director to discuss USDAs requirements for the City Attorney.

Peter A. Williams
City Manager

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-400 TAX - TRANSIENT LODGING	350,217.10	350,217.10	450,000.00	99,782.90	77.8
10-40-401 TAX - SALES	7,706,920.24	7,706,920.24	6,000,000.00	(1,706,920.24)	128.5
10-40-402 AK REMOTE SELLER SALES TAX	277,844.58	277,844.58	600,000.00	322,155.42	46.3
10-40-403 PENALTIES & INT - SALES TAX	99,280.43	99,280.43	75,000.00	(24,280.43)	132.4
10-40-407 CIGARETTE AND TOBACCO TAX	638,426.61	638,426.61	583,120.00	(55,306.61)	109.5
10-40-408 TAX - ALCOHOL USE TAX	413,323.71	413,323.71	443,000.00	29,676.29	93.3
10-40-420 MARIJUANA TAX	1,124,608.02	1,124,608.02	600,000.00	(524,608.02)	187.4
10-40-468 TAX - MOTOR VEH REGISTRATION	41,604.24	41,604.24	50,000.00	8,395.76	83.2
TOTAL TAXES	10,652,224.93	10,652,224.93	8,801,120.00	(1,851,104.93)	121.0
<u>STATE & FEDERAL REVENUES</u>					
10-42-410 PERS ON BEHALF	.00	.00	125,000.00	125,000.00	.0
10-42-414 COMMUNITY DIVIDEND	77,105.69	77,105.69	75,947.00	(1,158.69)	101.5
10-42-418 PILT PROGRAM - STATE	948,660.68	948,660.68	900,000.00	(48,660.68)	105.4
10-42-423 STATE OF AK UI TRUST FUND	18,543.87	18,543.87	.00	(18,543.87)	.0
10-42-429 SOA ELECTRIC CO-OP TAX SHARE	20,408.62	20,408.62	19,800.00	(608.62)	103.1
10-42-430 SOA - JURY DUTY REIMB.	100.00	100.00	1,000.00	900.00	10.0
TOTAL STATE & FEDERAL REVENUES	1,064,818.86	1,064,818.86	1,121,747.00	56,928.14	94.9
<u>CHARGES FOR SERVICES</u>					
10-43-422 AMBULANCE REVENUE	250,517.81	250,517.81	210,000.00	(40,517.81)	119.3
10-43-424 POLICE DEPT MISC FEES	.00	.00	9,000.00	9,000.00	.0
10-43-426 AMBULANCE FEES	.00	.00	1,500.00	1,500.00	.0
TOTAL CHARGES FOR SERVICES	250,517.81	250,517.81	220,500.00	(30,017.81)	113.6
<u>LICENSES, PERMITS & FEES</u>					
10-45-450 GAMING TAX	252,323.62	252,323.62	400,000.00	147,676.38	63.1
10-45-451 TAXI PERMITS	149,545.00	149,545.00	155,000.00	5,455.00	96.5
10-45-452 BUSINESS LICENSES	25,975.00	25,975.00	36,500.00	10,525.00	71.2
10-45-453 ANIMAL CONTROL LICENSES	2,735.00	2,735.00	2,500.00	(235.00)	109.4
10-45-454 PLANNING FEES	2,175.00	2,175.00	500.00	(1,675.00)	435.0
10-45-455 PLAT/RECORDING FEES	.00	.00	500.00	500.00	.0
10-45-456 SITE REVIEWS	1,265.00	1,265.00	5,000.00	3,735.00	25.3
10-45-457 PARKS & REC JULY 4TH FEES	.00	.00	2,000.00	2,000.00	.0
10-45-469 MISC PERMITS/LICENSES/FEE	8,320.09	8,320.09	5,000.00	(3,320.09)	166.4
TOTAL LICENSES, PERMITS & FEES	442,338.71	442,338.71	607,000.00	164,661.29	72.9

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER FINANCING SOURCES</u>					
10-46-490 XFRS IN FROM OTHER FUNDS	.00	.00	17,500.00	17,500.00	.0
TOTAL OTHER FINANCING SOURCES	.00	.00	17,500.00	17,500.00	.0
<u>MISCELLANEOUS</u>					
10-49-460 NSF - CLEARING ACCOUNT	65.00	65.00	.00	(65.00)	.0
10-49-483 PUBLIC DONATIONS FIRE DPT	200.00	200.00	.00	(200.00)	.0
10-49-487 INVESTMENT INCOME	7,862.15	7,862.15	450,000.00	442,137.85	1.8
10-49-488 POLICE DEPT MISC	6,248.35	6,248.35	3,000.00	(3,248.35)	208.3
10-49-489 100 YRS PUBLICATION	235.00	235.00	.00	(235.00)	.0
10-49-492 CLEANUP GREENUP DONATIONS	300.00	300.00	.00	(300.00)	.0
10-49-494 GAIN(LOSS) SALE OF F.ASSETS	26,284.11	26,284.11	70,000.00	43,715.89	37.6
10-49-495 MISCELLANEOUS REVENUE	59,822.24	59,822.24	7,500.00	(52,322.24)	797.6
10-49-500 SOA COURT FINES/FEES	5,245.48	5,245.48	25,200.00	19,954.52	20.8
10-49-501 PC TICKETS	4,531.00	4,531.00	1,500.00	(3,031.00)	302.1
TOTAL MISCELLANEOUS	110,793.33	110,793.33	557,200.00	446,406.67	19.9
TOTAL FUND REVENUE	12,520,693.64	12,520,693.64	11,325,067.00	(1,195,626.64)	110.6

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

POLICE ASSET FORFEITURE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
MISCELLANEOUS REVENUE					
16-49-487 INVESTMENT INCOME	.42	.42	.00	(.42)	.0
TOTAL MISCELLANEOUS REVENUE	.42	.42	.00	(.42)	.0
TOTAL FUND REVENUE	.42	.42	.00	(.42)	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

BOARDWALK LIGHTING PROJECT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 44</u>					
18-44-442	89,000.00	89,000.00	.00	(89,000.00)	.0
TOTAL SOURCE 44	89,000.00	89,000.00	.00	(89,000.00)	.0
TOTAL FUND REVENUE	89,000.00	89,000.00	.00	(89,000.00)	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

COMMUNITY SERVICE PATROL GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
27-42-415 GRANT REVENUE	256,754.21	256,754.21	.00	(256,754.21)	.0
TOTAL SOURCE 42	256,754.21	256,754.21	.00	(256,754.21)	.0
TOTAL FUND REVENUE	256,754.21	256,754.21	.00	(256,754.21)	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 43</u>					
40-43-420 MEMBERSHIPS	.00	.00	350,000.00	350,000.00	.0
40-43-430 PRO-SHOP REVENUE	13,931.00	13,931.00	44,982.00	31,051.00	31.0
40-43-435 CONCESSION REVENUE	16,135.00	16,135.00	70,092.00	53,957.00	23.0
40-43-460 ENTRY FEE	36,716.00	36,716.00	100,000.00	63,284.00	36.7
40-43-463 FACILITY RENTAL	4,326.00	4,326.00	44,600.00	40,274.00	9.7
40-43-465 PROGRAM FEES	3,411.00	3,411.00	85,817.00	82,406.00	4.0
TOTAL SOURCE 43	74,519.00	74,519.00	695,491.00	620,972.00	10.7
<u>TRANSFERS IN</u>					
40-46-412 LOCAL SOURCES-SALES TAX REV	537,928.00	537,928.00	500,000.00	(37,928.00)	107.6
40-46-413 LOCAL SOURCES-ALCOHOLTAX REV	11,979.00	11,979.00	20,000.00	8,021.00	59.9
40-46-414 WELLNESS PROGRAM	73,288.00	73,288.00	40,000.00	(33,288.00)	183.2
TOTAL TRANSFERS IN	623,195.00	623,195.00	560,000.00	(63,195.00)	111.3
<u>MISCELLANEOUS</u>					
40-49-487 INVESTMENT INCOME	854.04	854.04	41,000.00	40,145.96	2.1
TOTAL MISCELLANEOUS	854.04	854.04	41,000.00	40,145.96	2.1
TOTAL FUND REVENUE	698,568.04	698,568.04	1,296,491.00	597,922.96	53.9

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>E-911 SURCHARGE</u>					
41-42-411 SURCHARGE FROM UNITED UTL	156,247.64	156,247.64	144,000.00	(12,247.64)	108.5
TOTAL E-911 SURCHARGE	156,247.64	156,247.64	144,000.00	(12,247.64)	108.5
TOTAL FUND REVENUE	156,247.64	156,247.64	144,000.00	(12,247.64)	108.5

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

PUBLIC SAFETY BUILDING-CAP PRJ

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
STATE FUNDING					
46-42-412 SOA PD DISPATCH SYS GRANT REV	96,196.58	96,196.58	.00	(96,196.58)	.0
TOTAL STATE FUNDING	96,196.58	96,196.58	.00	(96,196.58)	.0
TOTAL FUND REVENUE	96,196.58	96,196.58	.00	(96,196.58)	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>STATE AND FEDERAL SOURCES</u>					
50-42-423 STATE OF AK UI TRUST FUND	26.43	26.43	.00	(26.43)	.0
TOTAL STATE AND FEDERAL SOURCES	26.43	26.43	.00	(26.43)	.0
<u>SOLID WASTE & RECYLING</u>					
50-44-412 COMMERCIAL GARBAGE PICKUP	752,163.29	752,163.29	785,865.00	33,701.71	95.7
50-44-413 RESIDENTIAL GARBAGE PICKUP	338,820.52	338,820.52	335,767.00	(3,053.52)	100.9
50-44-416 LANDFILL DUMP FEE	365,552.58	365,552.58	95,611.00	(269,941.58)	382.3
TOTAL SOLID WASTE & RECYLING	1,456,536.39	1,456,536.39	1,217,243.00	(239,293.39)	119.7
TOTAL FUND REVENUE	1,456,562.82	1,456,562.82	1,217,243.00	(239,319.82)	119.7

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>STATE FUNDING</u>					
51-41-423 STATE OF AK UI TRUST FUND	8,685.27	8,685.27	.00	(8,685.27)	.0
TOTAL STATE FUNDING	8,685.27	8,685.27	.00	(8,685.27)	.0
<u>WATER</u>					
51-42-410 TRUCKED WATER	3,119,030.63	3,119,030.63	2,882,771.00	(236,259.63)	108.2
51-42-412 METERED PIPED WATER COMM.	903,139.39	903,139.39	1,066,349.00	163,209.61	84.7
51-42-414 UNMETERED PIPED WTR RESID	897,493.28	897,493.28	832,898.00	(64,595.28)	107.8
51-42-415 M PIPED WATER RESIDENTIAL	50.00	50.00	.00	(50.00)	.0
51-42-416 CONTRACT WATER	13,800.00	13,800.00	10,995.00	(2,805.00)	125.5
51-42-436 PUMPHOUSE WATER	22,783.96	22,783.96	19,425.00	(3,358.96)	117.3
TOTAL WATER	4,956,297.26	4,956,297.26	4,812,438.00	(143,859.26)	103.0
<u>SEWER</u>					
51-43-411 TRUCKED SEWER (EVAC/HB)	1,763,735.60	1,763,735.60	1,697,440.00	(66,295.60)	103.9
51-43-412 METERED PIPED SEWER COMM.	544,364.27	544,364.27	893,924.00	349,559.73	60.9
51-43-414 UNMETERED PIPED SEWER RES	263,564.11	263,564.11	249,523.00	(14,041.11)	105.6
51-43-415 M PIPED SEWER RESIDENTIAL	673.32	673.32	.00	(673.32)	.0
51-43-416 CONTRACT SEWER	13,511.46	13,511.46	25,573.00	12,061.54	52.8
TOTAL SEWER	2,585,848.76	2,585,848.76	2,866,460.00	280,611.24	90.2
<u>SOURCE 44</u>					
51-44-416 LANDFILL DUMP FEE	(.38)	(.38)	.00	.38	.0
TOTAL SOURCE 44	(.38)	(.38)	.00	.38	.0
<u>MISCELLANEOUS</u>					
51-45-434 UTILITY PENALTY/INTEREST	73,951.80	73,951.80	39,308.00	(34,643.80)	188.1
51-45-435 RECONNECT FEES	35.00	35.00	2,841.00	2,806.00	1.2
51-45-450 SENIOR DISCOUNT	(54,095.20)	(54,095.20)	(47,380.00)	6,715.20	(114.2)
51-45-467 NSF CHECKS AND FEES	.00	.00	134.00	134.00	.0
51-45-468 UTILITY INSPECTION FEES	665.27	665.27	2,060.00	1,394.73	32.3
51-45-471 WATER SUBSCRIPTION FEES	191,370.73	191,370.73	173,447.00	(17,923.73)	110.3
51-45-472 SEWER SUBSCRIPTION FEES	201,704.86	201,704.86	182,751.00	(18,953.86)	110.4
51-45-487 INVESTMENT INCOME	234.20	234.20	16,480.00	16,245.80	1.4
TOTAL MISCELLANEOUS	413,866.66	413,866.66	369,641.00	(44,225.66)	112.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
MISCELLANEOUS					
51-49-466 CASH OVER/SHORT	18.87	18.87	(103.00)	(121.87)	18.3
51-49-495 MISCELLANEOUS INCOME	22,050.04	22,050.04	3,323.00	(18,727.04)	663.6
TOTAL MISCELLANEOUS	22,068.91	22,068.91	3,220.00	(18,848.91)	685.4
TOTAL FUND REVENUE	7,986,766.48	7,986,766.48	8,051,759.00	64,992.52	99.2

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST & PENALTIES</u>					
52-40-403 CITY DOCK-PENALTIES & INT	.00	.00	5,000.00	5,000.00	.0
TOTAL INTEREST & PENALTIES	.00	.00	5,000.00	5,000.00	.0
<u>CHARGES FOR SERVICES</u>					
52-43-402 CITY DOCK-STORAGE	121,016.48	121,016.48	70,000.00	(51,016.48)	172.9
52-43-404 CITY DOCK-PERMITS	.00	.00	3,000.00	3,000.00	.0
52-43-405 CITY DOCK-WHARFAGE	95,336.64	95,336.64	165,000.00	69,663.36	57.8
52-43-407 CITY DOCK-DOCKAGE	20,029.16	20,029.16	25,000.00	4,970.84	80.1
52-43-417 SLOUGH BERTH-DOCKAGE	2,630.74	2,630.74	.00	(2,630.74)	.0
52-43-418 SBH PETRO PORT-FUEL THRU-PUT	145,424.56	145,424.56	210,000.00	64,575.44	69.3
52-43-424 PETRO YARD - STORAGE	1,716.99	1,716.99	2,000.00	283.01	85.9
52-43-426 PETRO PORT-FUEL THRU-PUT	290,849.12	290,849.12	420,000.00	129,150.88	69.3
52-43-427 PETRO PORT-DOCKAGE	17,138.87	17,138.87	20,000.00	2,861.13	85.7
52-43-433 SEAWALL MOORAGE	29,042.00	29,042.00	25,000.00	(4,042.00)	116.2
52-43-434 SEAWALL DOCKAGE	18,280.37	18,280.37	10,000.00	(8,280.37)	182.8
52-43-454 BEACH-STORAGE	25,188.53	25,188.53	10,000.00	(15,188.53)	251.9
52-43-455 BEACH-WHARFAGE	113,936.55	113,936.55	70,000.00	(43,936.55)	162.8
52-43-457 BEACH-DOCKAGE	22,770.54	22,770.54	17,000.00	(5,770.54)	133.9
52-43-462 BOAT HARBOR-STORAGE	.00	.00	3,500.00	3,500.00	.0
52-43-463 BOAT HARBOR-MOORAGE	10,164.00	10,164.00	20,000.00	9,836.00	50.8
TOTAL CHARGES FOR SERVICES	913,524.55	913,524.55	1,070,500.00	156,975.45	85.3
<u>LEASE REVENUE</u>					
52-44-467 LEASE REVENUE	6,090.00	6,090.00	24,000.00	17,910.00	25.4
TOTAL LEASE REVENUE	6,090.00	6,090.00	24,000.00	17,910.00	25.4
<u>MISCELLANEOUS</u>					
52-45-462 SMALL BOAT HARBOR STORAGE	3,475.00	3,475.00	.00	(3,475.00)	.0
52-45-464 SMALL BOAT HARBOR PERMITS	7,020.00	7,020.00	20,000.00	12,980.00	35.1
52-45-467 EXTRA WATER CALLS	1,055.00	1,055.00	25,000.00	23,945.00	4.2
TOTAL MISCELLANEOUS	11,550.00	11,550.00	45,000.00	33,450.00	25.7
<u>MISCELLANEOUS</u>					
52-49-487 INVESTMENT INCOME	(71.34)	(71.34)	.00	71.34	.0
52-49-495 MISCELLANEOUS REVENUE	3,291.19	3,291.19	2,000.00	(1,291.19)	164.6
TOTAL MISCELLANEOUS	3,219.85	3,219.85	2,000.00	(1,219.85)	161.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	934,384.40	934,384.40	1,146,500.00	212,115.60	81.5

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LEASE INCOME</u>					
53-44-444 LEASE-COURT SYSTEM	595,211.40	595,211.40	613,620.00	18,408.60	97.0
53-44-447 LEASE:DEPT OF LAW	104,629.60	104,629.60	157,000.00	52,370.40	66.6
53-44-450 LEASE PATC	600.00	600.00	14,400.00	13,800.00	4.2
53-44-452 LEASE-TOWER ROAD LAND	1,950.00	1,950.00	5,400.00	3,450.00	36.1
53-44-453 YKHC - BUILDING	1,400.00	1,400.00	4,200.00	2,800.00	33.3
53-44-472 DMV LEASE	8,040.00	8,040.00	12,060.00	4,020.00	66.7
53-44-479 LEASE LAND AVCP HEARSTART	200.00	200.00	1,800.00	1,600.00	11.1
53-44-481 LEASE LAND SWANSONS	14,080.00	14,080.00	21,120.00	7,040.00	66.7
53-44-485 LEASE LAND EUNKANG CHURCH	1,200.00	1,200.00	1,800.00	600.00	66.7
53-44-488 LEASE LAND GCI	6,918.00	6,918.00	10,200.00	3,282.00	67.8
53-44-489 LAND ESSENKAY/KUSKOKUSH	.00	.00	24,012.00	24,012.00	.0
53-44-495 LEASE-OTHER LEASE REVENUE	1,400.00	1,400.00	.00	(1,400.00)	.0
TOTAL LEASE INCOME	735,629.00	735,629.00	865,612.00	129,983.00	85.0
<u>MISCELLANEOUS</u>					
53-49-487 INVESTMENT INCOME	36.50	36.50	.00	(36.50)	.0
TOTAL MISCELLANEOUS	36.50	36.50	.00	(36.50)	.0
TOTAL FUND REVENUE	735,665.50	735,665.50	865,612.00	129,946.50	85.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LOCAL SOURCES</u>					
56-40-409 CASH TRANSFER GF	.00	.00	136,079.00	136,079.00	.0
TOTAL LOCAL SOURCES	.00	.00	136,079.00	136,079.00	.0
<u>FEDERAL SOURCES</u>					
56-41-413 TRANSIT SECTION 5311	.00	.00	227,687.00	227,687.00	.0
TOTAL FEDERAL SOURCES	.00	.00	227,687.00	227,687.00	.0
<u>CHARGES FOR SERVICES</u>					
56-43-422 BUS FARES	2,362.00	2,362.00	28,000.00	25,638.00	8.4
56-43-423 BUS FARES-PREPAID	9,977.00	9,977.00	12,000.00	2,023.00	83.1
TOTAL CHARGES FOR SERVICES	12,339.00	12,339.00	40,000.00	27,661.00	30.9
TOTAL FUND REVENUE	12,339.00	12,339.00	403,766.00	391,427.00	3.1

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
STATE AND FEDERAL FUNDING					
57-42-423 STATE OF AK UI TRUST FUND	1,986.95	1,986.95	.00	(1,986.95)	.0
TOTAL STATE AND FEDERAL FUNDING	1,986.95	1,986.95	.00	(1,986.95)	.0
CHARGES FOR SERVICES					
57-43-401 FROM GF-ADMIN	1,166.49	1,166.49	1,894.00	727.51	61.6
57-43-403 FROM GF-FINANCE	1,166.49	1,166.49	1,894.00	727.51	61.6
57-43-404 FROM GF-PLANNING	1,166.49	1,166.49	1,894.00	727.51	61.6
57-43-405 FROM GF-FIRE	7,776.59	7,776.59	12,628.00	4,851.41	61.6
57-43-406 FROM GF-POLICE	15,553.20	15,553.20	25,256.00	9,702.80	61.6
57-43-407 FROM GF-PW ADMIN	2,332.99	2,332.99	3,788.00	1,455.01	61.6
57-43-408 FROM GF-STREETS/ROADS	116,648.91	116,648.91	189,422.00	72,773.09	61.6
57-43-409 FROM GF-PROPERTY MAINT.	4,665.94	4,665.94	7,577.00	2,911.06	61.6
57-43-413 FROM GEN FUND-IT SVCS	1,166.49	1,166.49	1,894.00	727.51	61.6
57-43-451 FROM EF-HAULED WATER	241,074.42	241,074.42	391,472.00	150,397.58	61.6
57-43-452 FROM EF-HAULED SEWER	241,074.42	241,074.42	391,472.00	150,397.58	61.6
57-43-453 FROM EF-PIPED WATER	2,332.99	2,332.99	3,788.00	1,455.01	61.6
57-43-454 FROM GF-PIPED SEWER	2,332.99	2,332.99	3,788.00	1,455.01	61.6
57-43-455 FROM EF-BETHEL HGT WATER TRMT	2,332.99	2,332.99	3,788.00	1,455.01	61.6
57-43-456 FROM EF-CITY SUB WATER TRMT	2,332.99	2,332.99	3,788.00	1,455.01	61.6
57-43-460 FROM EF-HAULED REFUSE	58,324.46	58,324.46	94,711.00	36,386.54	61.6
57-43-461 FROM EF-LANDFILL OPERATIONS	58,324.46	58,324.46	94,711.00	36,386.54	61.6
57-43-470 FROM EF-PORT	2,332.96	2,332.96	3,788.00	1,455.04	61.6
57-43-475 FROM EF-BETHEL TRANSIT SYSTEM	.00	.00	25,256.00	25,256.00	.0
57-43-481 FROM GENERAL FUND-IT SVCS	15,553.13	15,553.13	.00	(15,553.13)	.0
TOTAL CHARGES FOR SERVICES	777,659.40	777,659.40	1,262,809.00	485,149.60	61.6
TOTAL FUND REVENUE	779,646.35	779,646.35	1,262,809.00	483,162.65	61.7

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

LAGOON UPGRADES DESIGN SERV

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
63-42-413 REVENUE-GRANT	404.72	404.72	.00	(404.72)	.0
TOTAL SOURCE 42	404.72	404.72	.00	(404.72)	.0
TOTAL FUND REVENUE	404.72	404.72	.00	(404.72)	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

COVID-19 CARES ACT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
66-42-415 GRANT REVENUE	6,778,988.11	6,778,988.11	.00	(6,778,988.11)	.0
66-42-434 INTEREST REVENUE	671.27	671.27	.00	(671.27)	.0
TOTAL SOURCE 42	6,779,659.38	6,779,659.38	.00	(6,779,659.38)	.0
TOTAL FUND REVENUE	6,779,659.38	6,779,659.38	.00	(6,779,659.38)	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

BETHEL ENDOWMENT FUND

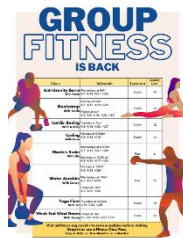
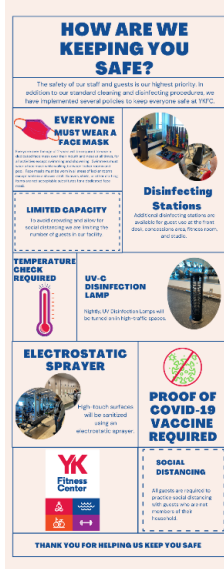
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS</u>					
90-46-990 INTERFUND TRANSFER OUT-GF70%	.00	.00	(17,500.00)	(17,500.00)	.0
TOTAL TRANSFERS	.00	.00	(17,500.00)	(17,500.00)	.0
<u>MISCELLANEOUS</u>					
90-49-487 INVESTMENT INCOME	1,121.16	1,121.16	25,000.00	23,878.84	4.5
TOTAL MISCELLANEOUS	1,121.16	1,121.16	25,000.00	23,878.84	4.5
TOTAL FUND REVENUE	1,121.16	1,121.16	7,500.00	6,378.84	15.0

Schedule, Events and Programs

Visit ykfitness.org for the most up to date schedules and information

Throughout April 2021 the YK Fitness Center focused on safely bringing vaccinated guests back into the facility and restarting memberships. We continued our extra sanitizing procedures for both common spaces and workout equipment. Patrons using the facility throughout the month expressed gratitude for the Fitness Center reopening and the sanitizing procedures and limited capacity. Patrons were compliant with face mask requirements and social distancing measures. Attendance throughout April steadily increased and was considerably higher than attendance in March.

April marketing focused heavily on group fitness classes. Each week our Weekly Buzz highlighted a different group fitness class. We are very lucky to be able to offer a wide variety of fitness classes throughout the week. Attendance for our classes has slowly been returning. Mid-April we added a yoga class to our weekly schedule.



The last week of April we participated in Every Kid Healthy Week. Each day of the week highlighted a different aspect of health with topics focusing on physical fitness, mental health, and nutrition. We shared resources and activities curated by Action for Healthy Kids. We also highlighted the health effects of added sugar including adding resources to our Nutrition webpage sharing the effects of added sugar, what foods are high in added sugar, and how to avoid developing a sugar habit.



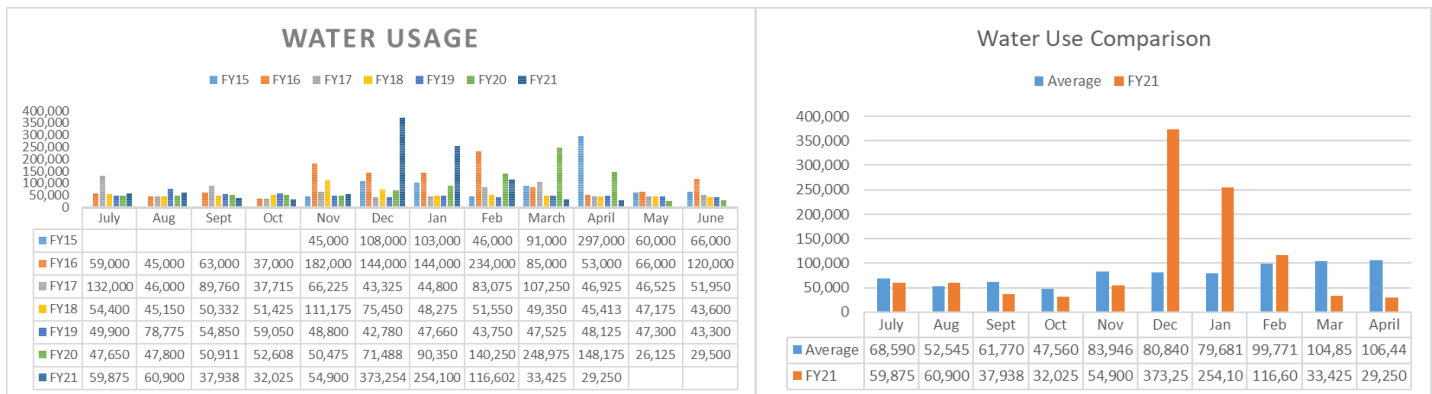
Through shared graphics and social media posts we have continued to encourage our community to remain proactive against covid-19 by wearing face masks, social distancing, and getting vaccinated.



At the end of April we turned our focus to opening reserved zones in the swimming pool for non-vaccinated individuals. We developed additional check-in procedures for non-vaccinated individuals and groups. A reservation system for each zone was implemented to allow groups to reserve a time and space in advance. Waiting areas within the lobby and swimming zones within the pool were divided and labeled to help groups social distance during their visit. The family locker room was designated for non-vaccinated groups to use. Several new marketing pieces were developed to help everyone understand the policies and procedures for using the non-vaccinated swimming zones. We held an all staff in-service training to make sure everyone understood the process and had a chance to ask any questions before we opened to non-vaccinated swimmers on May 1.

Where can I go?	
Vaccinated	Non-Vaccinated
Family Locker Room	Family Locker Room
Men's & Women's Locker Rooms	Men's & Women's Locker Rooms
Pool	Pool
Cardio-Weight Room, Studio & Exercise Bike	Cardio-Weight Room, Studio & Exercise Bike
Fitness Classes	Fitness Classes
Spa	Spa
Hallway restrooms	Hallway restrooms

Water Use



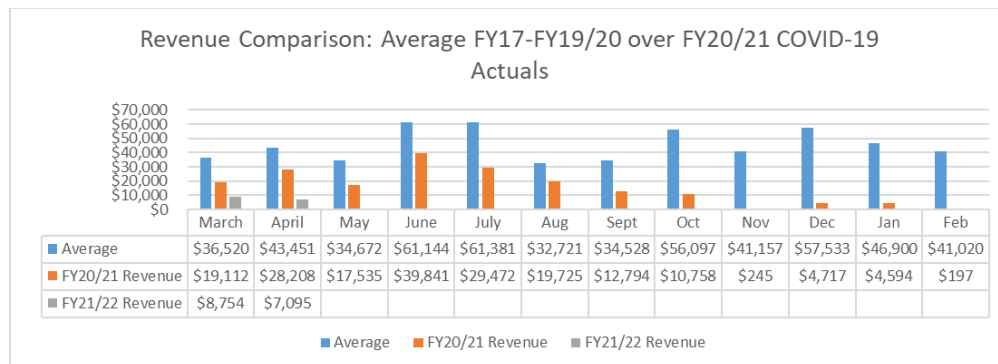
*Note: Facility opened in November of 2014 (FY15). Starting during maintenance closure in Dec 2019/Jan 2020 hot water has been used to keep pipes from freezing resulting in higher than normal usage. Water was turned off in late March 2020 once outside temps were consistently above freezing temperatures. Problems again arose in Dec 2020 and water was used to assure there were no freeze ups of facility piping through early March 2021.

Revenue

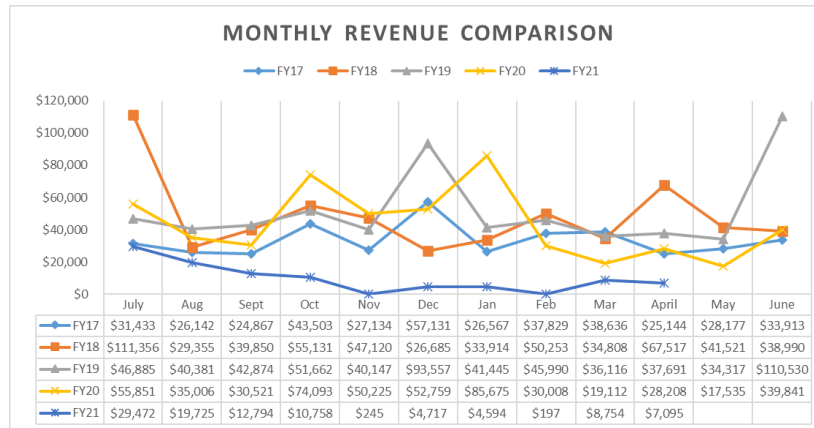
Code	Facility Revenue	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total	FY20 Budgeted	%attained	Remaining
414	Memberships	\$11,442	\$4,193	\$3,451	\$1,180	\$0	\$4,377	\$0	\$0	\$4,538	\$3,258			\$32,439	\$350,000	9.27%	\$317,562
430	Pro Shop	\$4,489	\$2,920	\$1,632	\$1,001	\$80	\$47	\$5	\$28	\$863	\$684			\$11,750	\$44,982	26.12%	\$33,232
435	Concessions	\$5,124	\$3,410	\$2,666	\$1,753	\$165	\$292	\$207	\$169	\$622	\$610			\$15,018	\$70,092	21.43%	\$55,074
460	Entry Fees	\$5,994	\$8,332	\$3,924	\$5,857	\$0	\$0	\$5,026	\$0	\$1,908	\$1,309			\$32,350	\$100,000	32.35%	\$67,650
463	Facility Rental	\$2,264	\$554	\$120	\$312	\$0	\$0	\$0	\$0	\$144	\$700			\$4,094	\$44,600	9.18%	\$40,506
465	Program Fees	\$160	\$316	\$1,000	\$654	\$0	\$0	-\$643	\$0	\$680	\$534			\$2,701	\$85,817	3.15%	\$83,116
Misc														\$0	\$0		\$0
	Facility Revenue Total	\$29,472	\$19,725	\$12,794	\$10,758	\$245	\$4,717	\$4,594	\$197	\$8,754	\$7,095	\$0	\$0	\$98,352	\$695,491	14.14%	\$597,139

Comparing monthly revenue totals with average monthly revenue over the past 3 years, COVID-19 related closures and restrictions have resulted in an approximate revenue loss of \$424,047 to date.

COVID-19 Comparisons	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Total
Average	\$36,520	\$43,451	\$34,672	\$61,144	\$61,381	\$32,721	\$34,528	\$56,097	\$41,157	\$57,533	\$46,900	\$41,020	
FY20/21 Revenue	\$19,112	\$28,208	\$17,535	\$39,841	\$29,472	\$19,725	\$12,794	\$10,758	\$245	\$4,717	\$4,594	\$197	
FY21/22 Revenue	\$8,754	\$7,095											
COVID-19 Deficit	\$45,175	\$51,598	\$17,136	\$21,303	\$31,909	\$12,996	\$21,734	\$45,339	\$40,911	\$52,816	\$42,306	\$40,823	\$424,047



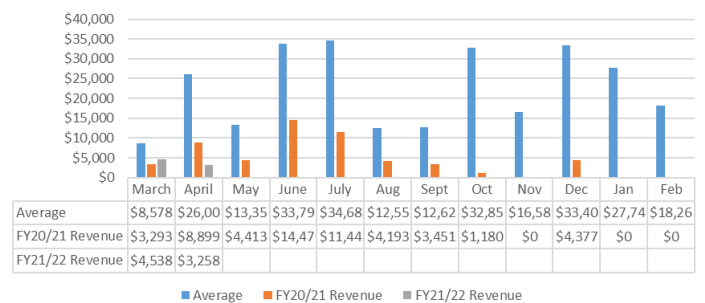
Revenue Comparisons: Monthly Totals



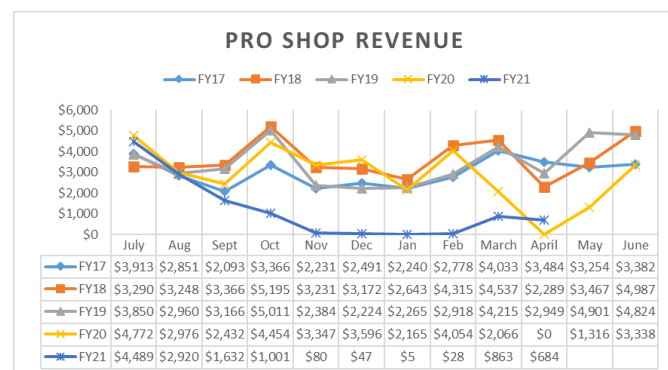
Revenue Comparisons by line Item:



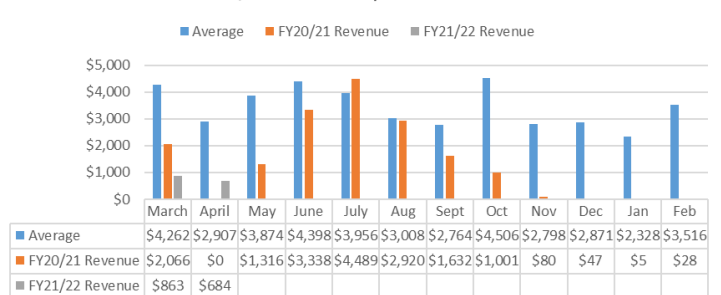
Membership Revenue Comparison: FY17-FY19/20 Average over FY20/21 COVID Impacted Actuals



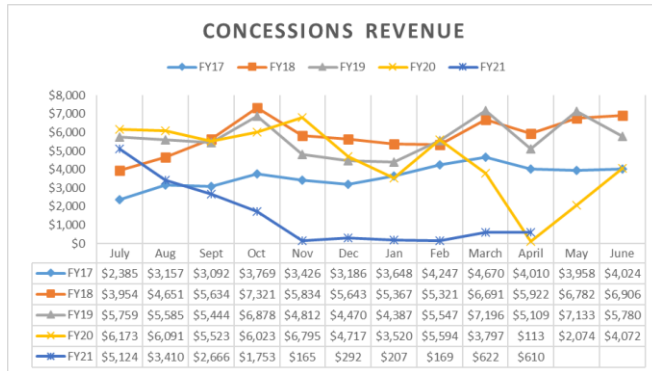
When the Fitness Center closed in fall 2020 all memberships were placed on hold to avoid members losing any purchased time. As members began returning to the facility their memberships are reactivated and their expiration dates extended. Memberships for individuals unable or uncomfortable with returning to the facility have remained on hold. As more individuals become eligible and comfortable with using the facility we have continued to reactivate memberships. As those memberships begin to expire we will see membership revenues increase.



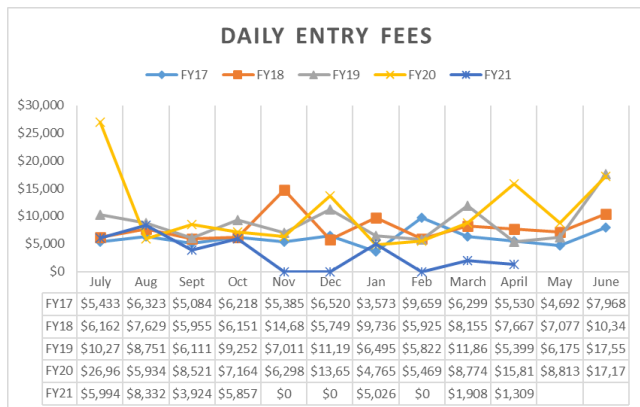
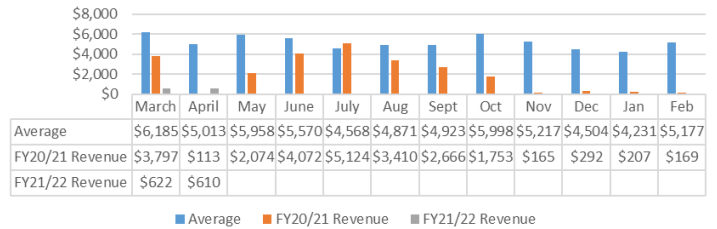
Proshop Revenue Comparison: FY17-FY19/20 Average over FY20/21 COVID Impacted Actuals



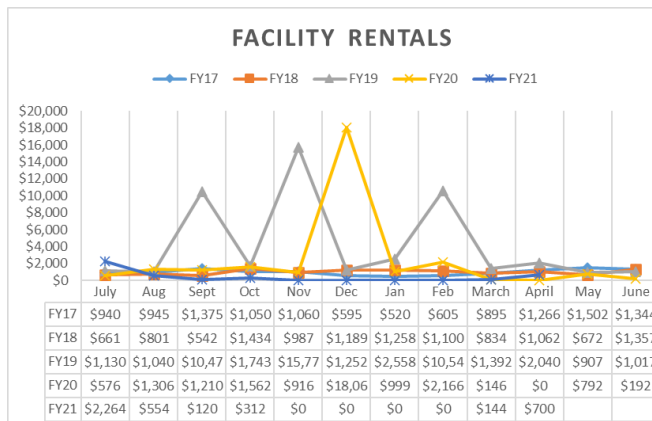
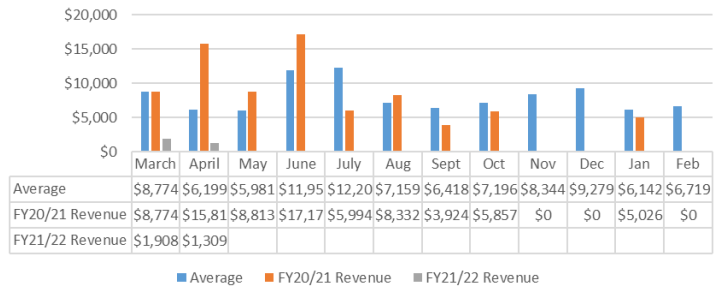
Revenue Comparisons by line Item:



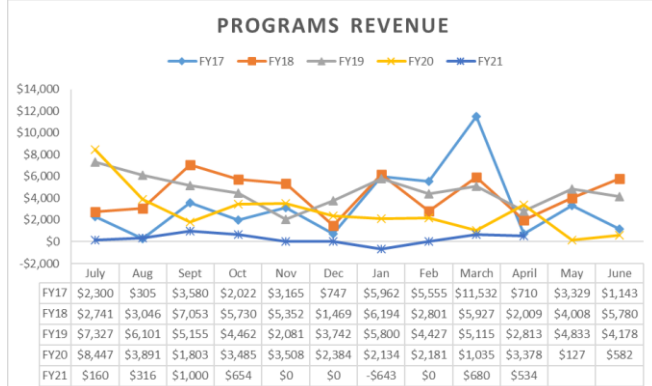
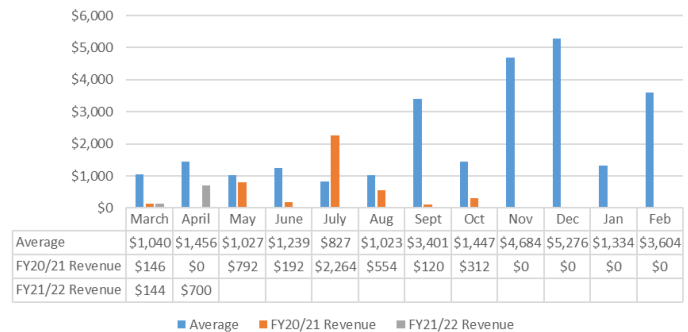
Concessions Revenue Comparison: FY17-
FY19/20 Average over FY20/21 COVID
Impacted Actuals



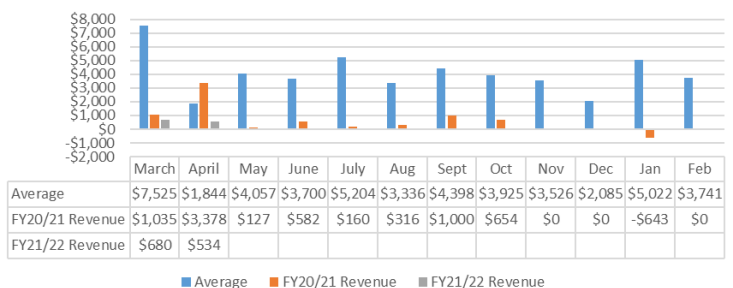
Entry Fees Revenue Comparison: FY17-FY19/20 Average
over FY20/21 COVID Impacted Actuals



Facility Rental Revenue Comparison: FY17-FY19/20 Average
over FY20/21 COVID Impacted Actuals



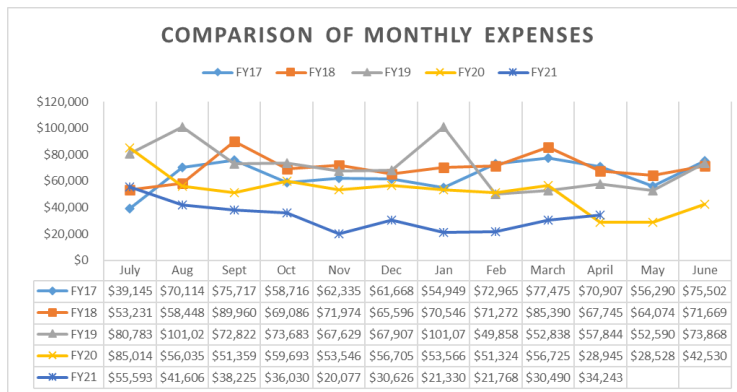
Program Revenue Comparison: FY17-FY19/20 Average over
FY20/21 COVID Impacted Actuals



FY21 Expenses

	Expenses	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	Total	Budgeted	% used	remaining
	Wages	\$40,277	\$27,276	\$26,273	\$24,487	\$11,324	\$20,501	\$13,789	\$13,871	\$21,698	\$25,214	\$224,709	\$671,142	33.48%	\$446,433
	Benefits	\$8,835	\$5,853	\$5,526	\$5,232	\$3,123	\$5,938	\$3,934	\$3,995	\$5,229	\$5,786	\$53,451	\$147,256	36.30%	\$93,805
520	Housing	\$1,545	\$1,545	\$1,545	\$1,545	\$1,545	\$2,545	\$2,545	\$2,545	\$2,545	\$2,545	\$20,450	\$43,822	46.67%	\$23,372
545	Travel/Training	\$0	\$0	\$0	\$49	\$0	\$0	\$0	\$0	\$0	\$0	\$49	\$3,000	1.63%	\$2,951
561	Supplies	\$2,983	\$4,356	\$2,010	\$1,482	\$328	\$66	\$435	\$40	\$279	\$92	\$12,072	\$101,671	11.87%	\$89,599
563	Wearing Apparel	\$0	\$0	\$518	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$518	\$2,731	18.96%	\$2,213
580	Boiler	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	0.00%	\$6,000
661	Vehicle Maintenance/Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250	0.00%	\$250
663	Janitorial Supplies/Services	\$39	\$707	\$372	\$220	\$3,459	\$1,257	\$392	\$1,205	\$107	\$37	\$7,794	\$20,400	38.21%	\$12,606
668	Software Licenses	\$717	\$214	\$136	\$223	\$100	\$100	\$100	\$100	\$100	\$100	\$1,889	\$8,146	23.20%	\$6,257
669	Other Purchased Services	\$0	\$0	\$0	\$2,233	\$0	\$0	\$0	\$0	\$0	\$0	\$2,233	\$25,160	8.88%	\$22,927
683	Minor Equipment	\$0	\$665	\$1,024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,689	\$21,000	8.04%	\$19,311
684	Donations and Awards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	0.00%	\$500
724	Dues/Subscriptions	\$186	\$186	\$402	\$186	\$186	\$190	\$0	\$0	\$0	\$0	\$1,334	\$2,100	63.52%	\$766
727	Advertising	\$64	\$0	\$0	\$137	\$0	\$10	\$122	\$0	\$201	\$122	\$656	\$8,000	8.20%	\$7,344
733	Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200	0.00%	\$200
736	Bank Charges	\$947	\$728	\$421	\$235	\$13	\$18	\$12	\$12	\$332	\$269	\$2,986	\$15,377	19.42%	\$12,391
790	Allowance for Special Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$850	0.00%	\$850
799	Miscellaneous	\$0	\$78	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$79	\$156	\$12,150	1.29%	\$11,994
	TOTAL	\$55,593	\$41,606	\$38,225	\$36,030	\$20,077	\$30,626	\$21,330	\$21,768	\$30,490	\$34,243	\$329,987	\$1,089,755	30.28%	\$759,768

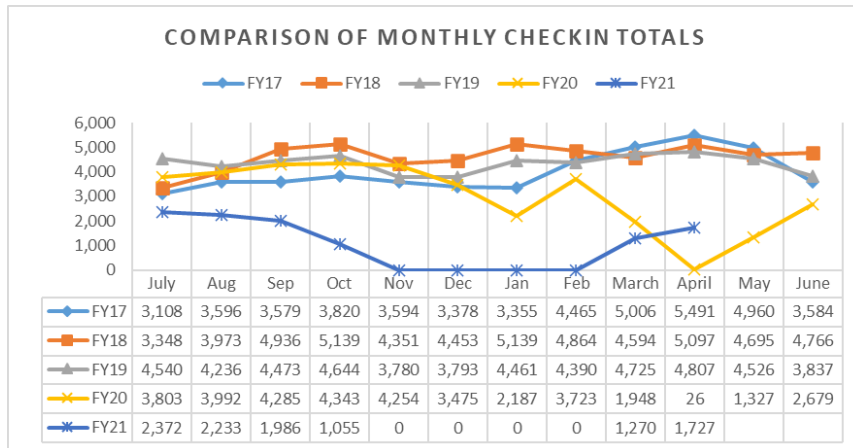
Expense totals do not include purchases for the building that have been made by City of Bethel Property Maintenance.



We have actively worked to keep expenses low through this time of reduced revenue due to CoVID-19 while still making seasonal purchases that are dependant on barge service and purchases for maintenance and cleaning projects. Due to our 2 week pay period structure there are 2 months out of each year in which 3 pay periods fall, instead of just 2. For FY21 those months were July 2020 and Dec 2020.

Facility Utilization

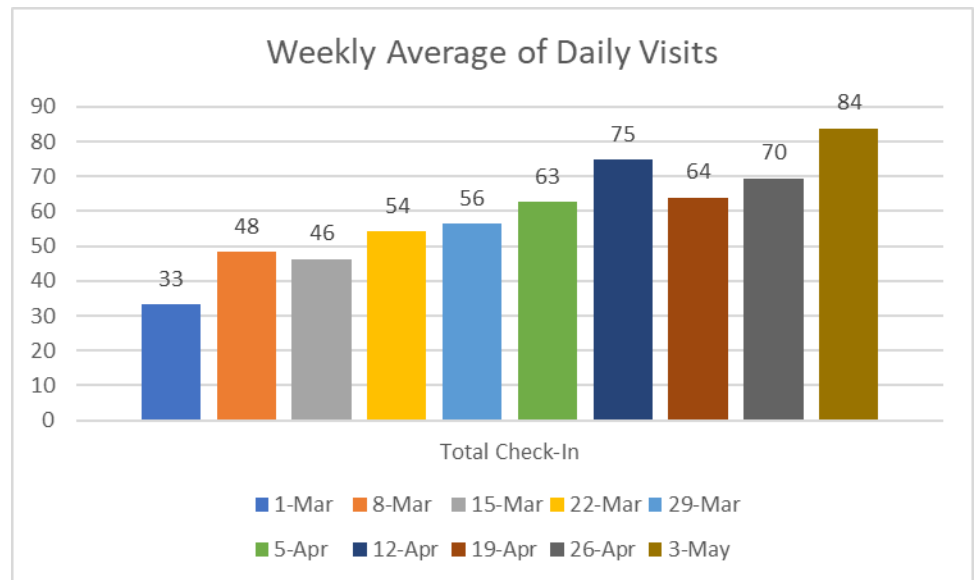
Facility Check-In: Facility Check-In numbers represent the total number of patrons who visited the facility and are based on a compilation of the number of members who checked-in, the number of daily passes sold and the number of participants in programs, activities, rentals and special events. These numbers represent facility visits, not individuals as most individuals visit the facility multiple times over the course of the month.



Concerns about COVID-19 began impacting facility utilization in February 2020 and into the facility closure which started by Governor mandate at 5pm March 18th. The facility reopened on May 9th at limited capacity and continued to be open through the summer with COVID-19 safety protocols in place. As COVID-19 cases and concerns about community spread rose through the fall the decision was made to close the facility in October 2020. We reopened March 1st to vaccinated individuals only.

From our reopening to vaccinated individuals on March 1st we have seen a slow but steady increase in the average number of visits per week as more individuals become fully vaccinated and the weather becomes easier to navigate. We had a small dip in visits towards the end of April which we believe was due to the first instances of great weather combined with increased numbers of individuals traveling.

Our phase 2 COVID-19 Access Plan was implemented on May 3rd.



City of Bethel, Alaska

City Clerk's Office

Council Meetings

July 27, 2021 Regular City Council Meeting

August 10, 2021 Regular City Council Meeting

August 24, 2021 Regular City Council Meeting

- Marketing campaign for vaccinations with a focus on youth and back to school. Includes radio advertisements and Facebook posts.
- Review of Planning Commission's BnB land use zoning ordinance. Provided concerns to the planning subcommittee and contractor. Supported the planning commission chair in the review of the hearing procedure. Attended the commission hearing to help support the process.
- Hackney Remand Hearing- confirmation of remand from the Board of Adjustments, notices, and calendar of deadline. Working with outside attorney on process.
- Election- Notices (website, radio, Facebook, posting), election card programing, declaration of candidacy packet creation and website updates to reflect change in processes due to city hall closure. Identified core group of election officials for the October Election, outlined early/absentee voting location, date, and times.
- Supported two families through burial permits.
- Processed two passports.
- Completed the updates to the committee/commission pages to include duties, contact information for the ex officio members, and links to their packet and meeting material.
- Scheduled to provide training to the Public Works Committee on July 21.
- Researched written and virtual testimony acceptance for public meetings. Provided the City Council with concerns and ideas for consideration.
- Review of PCE litigation material.

Committee/Commission/Board Vacancies –

	Regular Member	Alternate Member
Community Parks and Recreation Committee	1	2
Planning Commission	full	Full
Port Commission	full	1
Public Safety and Transportation Commission	1	2
Community Action Grant Technical Review Board	full	2
Public Works Committee	full	1
Finance Committee	full	full
Ethics Board	full	full

Clerk's Office (C.O.) Committee & Commission Document Tracking, Regular Meetings 2021

Note: Paper Signed Minutes On Hold	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Pub. Safety and Transportation 1st Wed.												
Agenda signed (email to C.O.)	X		X	X								
Agenda and Packet (website)	X	X	X	X	X	X	X					
Draft Minutes (email to C.O.)	X	X	X	X								
Signed Minutes (website)												
Signed Minutes (original to C.O.)	X											
Planning 2nd Thurs.												
Agenda signed (email to C.O.)	X	X	X	X	X	X	X					
Agenda and Packet (website)	X	X	X	X	X	X	X					
Draft Minutes (email to C.O.)	X	X	X									
Signed Minutes (website)	X	X	X	X	X							
Signed Minutes (original to C.O.)	X	X	X									
Port 3rd Mon.												
Agenda signed (email to C.O.)		X	X	X	X	X						
Agenda and Packet (website)		X	X	X	X	X						
Draft Minutes (email to C.O.)		X	X	X	X	X						
Signed Minutes (website)		X	X	X	X							
Signed Minutes (original to C.O.)												
Community Action Grant Quarterly												
Agenda signed (email to C.O.)		March	X	X	June	X	X					
Agenda and Packet (website)			X	X		X	X					
Draft Minutes (email to C.O.)			X	X		X	X					
Signed Minutes (website)			X	X		X						
Signed Minutes (original to C.O.)			X	X		X						
Community Parks and Recreation 2nd Mon.												
Agenda signed (email to C.O.)	X	X	X	X	X	X	X					
Agenda and Packet (website)	X	X	X	X	X	X	X					
Draft Minutes (email to C.O.)			X	X		X						
Signed Minutes (website)	X	X	X	X	X	X						
Signed Minutes (original to C.O.)	X	X	X	X								
Public Works 3rd Wed.												
Agenda signed (email to C.O.)	X		X	X			X					
Agenda and Packet (website)	X	X	X	X	X	X	X					
Draft Minutes (email to C.O.)												
Signed Minutes (website)	X	X	X									
Signed Minutes (original to C.O.)	X	X	X									
Finance 4th Mon.												
Agenda signed (email to C.O.)	X	X	X	X								
Agenda and Packet (website)	X	X	X	X	X	X	X					
Draft Minutes (email to C.O.)	X	X	X	X								
Signed Minutes (website)			X	X	X							
Signed Minutes (original to C.O.)			X	X	X							