



# City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

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**Regular City Council Meeting**

**Tuesday, June 9, 2015**

**6:30 P.M.**

**Council Chambers; Bethel, Alaska**



# City Council Meeting Agenda

## Regularly Scheduled Meeting

### June 9, 2015-6:30 pm

#### City Hall 300 State Highway, Bethel, AK

#### City of Bethel Council Chambers

Rick Robb  
Mayor  
Term Expires 2015  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Leif Albertson  
Vice-Mayor  
Term Expires 2015  
543-2819  
[labertson@cityofbethel.net](mailto:labertson@cityofbethel.net)

Mark Springer  
Council Member  
Term Expires 2015  
545-1450  
[mspringer@cityofbethel.net](mailto:mspringer@cityofbethel.net)

Heather Pike  
Council Member  
Term Expires 2015  
545-4802  
[hpike@cityofbethel.net](mailto:hpike@cityofbethel.net)

Chuck Herman  
Council Member  
Term Expires 2016  
545-5394  
[cherman@cityofbethel.net](mailto:cherman@cityofbethel.net)

Zach Fansler  
Council Member  
Term Expires 2016  
545-3300  
[zfansler@cityofbethel.net](mailto:zfansler@cityofbethel.net)

Byron Maczynski  
Council Member  
Term Expires 2016  
545-0970  
[bmaczynski@cityofbethel.net](mailto:bmaczynski@cityofbethel.net)

Ann Capela  
City Manager  
543-2047  
[acapela@cityofbethel.net](mailto:acapela@cityofbethel.net)

Lori Strickler  
City Clerk  
543-1384  
[lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

Patty Burley  
City Attorney

Mary Sattler  
Lobbyist

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PEOPLE TO BE HEARD – Five minutes per person
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA
- VI. APPROVAL OF MEETING MINUTES
  - a) \*5-06-2015 Special Meeting Minutes
  - b) \*5-07-2015 Special Meeting Minutes
  - c) \*5-11-2015 Special Meeting Minutes
  - d) \*5-12-2015 Regular Meeting Minutes
  - e) \*5-13-2015 Special Meeting Minutes
  - f) \*5-18-2015 Special Meeting Minutes
  - g) \*5-26-2015 Regular Meeting Minutes
  - h) \*5-27-2015 Special Meeting Minutes
  - i) \*5-28-2015 Special Meeting Minutes
- VII. REPORTS OF STANDING COMMITTEE
  - a) Public Safety and Transportation Commission
  - b) Port Commission
  - c) Planning Commission
  - d) Parks and Recreation Committee
  - e) Finance Committee
  - f) Public Works Committee
  - g) Energy Committee
  - h) Non Standing Committee Reports
- VIII. SPECIAL ORDER OF BUSINESS
  - a) Community Service Award Presentation to the Alaska Territorial Memorial Guard Park Board Members (Mayor Robb)
  - b) Liquor License Applicant's Opportunity To Defend Their Application Before The Governing Body As Per 13 AAC 103.145:
    1. **P61** Bethel Spirits LLC – Package Store License #5385 (Mayor Robb)
    2. **P73** North West Company, Inc. DBA Alaska Commercial Company – Package Store License #5388 (Mayor Robb)
  - c) Legislative Recap (Lobbyist Mary Sattler)
- IX. UNFINISHED BUSINESS
  - a) **P85** Public Hearing Of Ordinance 15-13: Approving The Acquisition Of Property, 1,556 Square Feet Of Space At The Courthouse Complex (City Manager Capela)
  - b) **P87** Public Hearing Of Budget Ordinance 15-14: Fiscal Year 2016 Annual Budget (City Manager Capela)

Agenda posted on June 3, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

All Resolutions noted with an asterisk (\*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.  
Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing June 23, 2015**)



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
June 9, 2015-6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- c) **P91 Resolution 15-11:** Supporting The Efforts To Change The Name Of The "Wade Hampton Census Area" To A Locally Relevant Name (Council Member Herman)
  - d) **P92 AM 15-17:** Direct The City Manager To Enter Into A Marine Transportation Contract With Alaska Marine Services (City Manager Capela)
  - e) **P103 AM 15-18:** Directing The City Manager To Enter Into An Amended Contract With USA Pools For The YK Regional Aquatic Training And Health Center (City Manager Capela)
  - f) **P105** 2016 Operations Plan For YK Regional Aquatic Training And Health Center (City Manager Capela)
- x. NEW BUSINESS**
- a) \*Personal Time Off Request For City Manager Capela, June 30<sup>th</sup> Through July 8<sup>th</sup>, 2015 (City Manager Capela)

**XI. MAYOR'S REPORT**

**XII. MANAGER'S REPORT**

**XIII. CLERK'S REPORT**

**XIV. COUNCIL MEMBER COMMENTS**

**xv. ADJOURNMENT**

Agenda posted on June 3, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

All Resolutions noted with an asterisk (\*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.

Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing June 23, 2015**)

# **Approval of the Minutes**

**I. CALL TO ORDER**

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

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Byron Maczynski (Arrived at 6:57 pm)
<input checked="" type="checkbox"/> Council Member Chuck Herman	<input checked="" type="checkbox"/> Council Member Mark Springer (Arrived at 7:35 pm)
<input checked="" type="checkbox"/> Council Member Zach Fansler	
<input checked="" type="checkbox"/> Council Member Heather Pike	
<b>Also in attendance were the following:</b>	
<input type="checkbox"/> City Manager Ann Capela	
<input type="checkbox"/> City Clerk Lori Strickler	

Members Absent:  
*Vice-Mayor Leif Albertson*

**IV. PEOPLE TO BE HEARD**

*No one present to be heard.*

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the Consent and Regular Agenda

Moved by:	Pike
Seconded by:	Fansler
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Pike
Opposed:	None

**Main Motion:** Move into a committee of the whole.

---

Moved by:	Pike
Seconded by:	Fansler
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Pike
Opposed:	None

*Council Member Maczynski arrived at 6:57 p.m.*

*Council Member Springer arrived at 7:38 p.m.*

## VI. NEW BUSINESS

### Item A – Fire

### Item B – Police and 911

**Main Motion:** Move out of committee of the whole.

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Moved by:	Pike
Seconded by:	Herman
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Springer
Opposed:	None

**Main Motion:** Adjourn.

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Moved by:	Springer
Seconded by:	
Action:	Motion does not carry due to a lack of a second.

### Subsidiary

**Motion:** Extend the meeting by 45 minutes.

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Moved by:	Herman
Seconded by:	Maczynski
Action:	Motion carries by a vote of 6-0.
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Springer
Opposed:	None

**Main Motion:** Move into a committee of the whole.

---

Moved by:	Herman
Seconded by:	Pike
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Springer
Opposed:	None

**Item C – Administration**

*Council Member Springer departed at 9:10 p.m.*

**Main Motion:** Move out of committee of the whole.

---

Moved by: Fansler

Seconded by: Herman

Action: Motion carries by a vote of 5-0

In favor:  Fansler  Herman  Robb  Pike  Maczynski

Opposed: None

**Main Motion:** Adjourn

---

Moved by: Fansler

Seconded by: Herman

Action: Motion carries by a vote of 5-0

In favor:  Fansler  Herman  Robb  Pike  Maczynski

Opposed: None

*Council adjourned at 9:16 p.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on May 7, 2015 at 6:30pm, in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Council Member Heather Pike	<input checked="" type="checkbox"/> Council Member Mark Springer (Arrived at 7:37 pm)
<input checked="" type="checkbox"/> Council Member Chuck Herman	
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> City Manager Ann Capela	

Members Absent:  
Vice-Mayor Leif Albertson, Byron Maczynski

**IV. PEOPLE TO BE HEARD**

*No one present to be heard.*

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the Agenda

Moved by:	Pike
Seconded by:	Herman
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Pike
Opposed:	None

**VI. UNFINISHED BUSINESS**

**Item A – Fire**  
*Not discussed*

**Item B – Police and 911**  
*Not discussed*

**Item C – Administration**

**Main Motion:** Move into a committee of the whole.

---

Moved by: Pike  
Seconded by: Herman  
Action: Motion carries by a vote of 4-0  
In favor:  Fansler  Herman  Robb  Pike  
Opposed: None

**Item D – City Clerk**

*Council Member Springer arrived at 7:37 p.m.*

**Item E – Planning**

**Main Motion:** Move out of committee of the whole.

---

Moved by: Pike  
Seconded by: Herman  
Action: Motion carries by a vote of 5-0  
In favor:  Fansler  Herman  Robb  Pike  Springer  
Opposed: None

**Main Motion:** Extend the meeting by 30 minutes.

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Moved by: Pike  
Seconded by: Herman  
Action: Motion carries by a vote of 5-0  
In favor:  Fansler  Herman  Robb  Pike  Springer  
Opposed: None

**Main Motion:** Move into a committee of the whole.

---

Moved by: Herman  
Seconded by: Pike  
Action: Motion carries by a vote of 5-0  
In favor:  Fansler  Herman  Robb  Pike  Springer  
Opposed: None

**Main Motion:** Move out of committee of the whole.

---

Moved by: Fansler  
Seconded by: Herman  
Action: Motion carries by a vote of 5-0  
In favor:  Fansler  Herman  Robb  Pike  Springer  
Opposed: None

**VII. NEW BUSINESS**

**Item A – Finance**

**Item B – Utility Billing IT**

**Item C – Parks and Recreation**

**Item D – Port**

**Item E – IT**

Amend the City Clerk’s Budget Line Items:  
10-52-669 to strike \$13,000 and insert \$10,000.  
10-52-683 to insert \$3,000.  
10-52-684 to strike \$1,000 and insert \$700.  
10-52-541 to strike 16,000 and insert \$19,000.  
**Main Motion:** 10-52-682 to strike \$5,500 and insert \$7,000.

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Moved by: Fansler  
Seconded by: Pike  
Action: Motion carries by a vote of 5-0  
In favor:  Fansler  Herman  Springer  Robb  Pike  
Opposed: None

**Main Motion:** Modify 10-51-790 strike \$10,000 and insert \$12,000.

---

Moved by: Pike  
Seconded by: Springer  
Action: Motion carries by a vote of 4-1  
In favor:  Fansler  Springer  Robb  Pike  
Opposed:  Herman

**Main Motion:** Adjourn.

---

Moved by: Springer  
Seconded by: Herman  
Action: Motion carries by a vote of 5-0  
In favor:  Fansler  Herman  Springer  Robb  Pike  
Opposed: None

*Council adjourned at 9:00 pm.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on May 11, 2015 at 6:30 pm, in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Vice-Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Chuck Herman
<input checked="" type="checkbox"/> Council Member Mark Springer	<input checked="" type="checkbox"/> Council Member Heather Pike
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> City Manager Ann Capela	

Members Absent:

*Mayor Rick Robb*

*Council Member Byron Maczynski*

*Council Member Zach Fansler*

**IV. PEOPLE TO BE HEARD**

*No one present to be heard.*

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the Agenda

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

**VI. UNFINISHED BUSINESS**

**Main Motion:** Move into a committee of the whole.

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Moved by: Pike  
Seconded by: Herman  
Action: Motion carries by a vote of 4-0  
In favor:  Herman  Springer  Pike  Albertson  
Opposed: -0

**Item A – Fire**

*Not discussed*

**Item B – Police and 911**

*Not discussed*

**Item C – Administration**

*Not discussed*

**Item D – City Clerk**

*Not discussed*

**Item E – Planning**

*Not discussed*

**Item F – Finance**

*Discussed*

**Item G – Utility Billing**

*Discussed*

**Item H – Parks and Recreation**

*Not Discussed*

**Item I – Port**

*Discussed*

**Main Motion:** Move to extend the meeting until 9:15 p.m.

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Moved by: Herman  
Seconded by: Pike  
Action: Motion carries by a vote of 4-0  
In favor:  Herman  Springer  Pike  Albertson  
Opposed: -0

**Main Motion:** Move out of committee of the whole.

---

Moved by: Herman  
Seconded by: Pike  
Action: Motion carries by a vote of 4-0  
In favor:  Herman  Springer  Pike  Albertson  
Opposed: -0

*Council Member Springer departed the meeting at 9:10 p.m. A quorum of the Council was lost.*

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Leif Albertson, Vice-Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on May 12, 2015 at 6:30pm, in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

Members Absent:  
*All present.*

**IV. PEOPLE TO BE HEARD**

Doreen O'Brien – Would like to bring in tip lines. Had a young lady that recently died, and was probably related to this issue.

Tracy Faulkner – Spoke of heroine issuance. People using need to have an understanding on the issue, the treatment of heroine and other drugs. Want to get help for the families, education to the schools and help future addicts. A better understanding of heroine

Dave Trantham – Questioned why the City didn't use the 60 days, and rushed the judgment on the protesting of liquor license applications.

Garrett Lieb – Spoke in regards to the drug issue. Everybody needs to get involved. Truck had sugar put in the gas tank because he told people not to go on his property. Has been sober for the last couple of years, it's a personal choice. Dealing with the heroine is scary. People are dying, people are losing their homes.

Minnie Sallison-Fritts – Heard about all of the drug things going on in Bethel. Would like to help out in any way possible. Friends in the 90's had a neighborhood watch; they would keep a distance and not deal with the issue. Eventually they moved on, but eventually came back. We can't just let them take over. Alcohol does that as it is.

Nikki Hoffman – Spoke in regards to the homelessness here in Bethel. Seen the effects first-hand. Would like to plan together to start a shelter.

## V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

**Main Motion:** Approve the Consent and Regular Agenda.

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

## VI. APPROVAL OF THE MEETING MINUTES

**Item A** – Regular City Council Meeting April 28, 2015.  
*Passed on the consent agenda.*

## VII. REPORTS ON STANDING COMMITTEES

**Public Safety and Transportation Commission** – *Council Representative, Chuck Herman* –  
The commission did not have a meeting. Have three vacancies.

**Port Commission** – *Council Representative, Mark Springer* –  
A meeting will be held May 18th.

**Planning Commission** – *Council Representative, Heather Pike* –  
There are vacancies on the commission.

**Parks and Recreation Committee** – *Council Representative, Richard Robb* –  
Meeting was not held due to lack of proper posting.

**Finance Committee** – Council Representative, Leif Albertson –

The finance committee is submitting a recommendation to reinstate an employee to tackle the sales tax.

**Public Works Committee** – Council Representative, Byron Maczynski –

Haven't had meetings this month.

**Energy Committee** – Council Representative, Zach Fansler –

Steve a representative from AVEC attended the meeting to provide information to the committee. Looking for more committee members. Had Pete Kaiser come out and speak with the committee.

**Non-Standing Committee** – Council Representative, Mark Springer –

Kuimarvik Board will have a pool meeting this coming Thursday at 1:30 pm.

**VIII. SPECIAL ORDER OF BUSINESS**

**Item A** – USA Pool Update On The YK Regional Aquatic Training And Health Center.

**IX. UNFINISHED BUSINESS**

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

*Mayor Robb opened public hearing.*

*No one present to be heard.*

*Mary Robb closed public hearing.*

**Main Motion:** Postpone Ordinance 15-10 Indefinitely.

Moved by: Springer

Seconded by: Pike

Action: Motion carries by a vote of 7-0

In favor:  Fansler  Herman  Springer  Robb  Maczynski  Pike  Albertson

Opposed: –0

**Item B** – Public Hearing Of Ordinance 15-11: Approving The Disposal Of Warehouse Building City Property In Accordance With 4.08.030, Disposal Of Property.

*Mayor Robb opened Public Hearing.*

*Brian Lefferts – Came to speak in favor of this ordinance for water and sewer utilities. City employees would be able to come and attend. Look forward to this and your support. Anyone interested on the radio in coming and helping visit the website [kickthebucket.org](http://kickthebucket.org). This space would fill the need.*

*Mayor Robb closed the Public Hearing.*

*Mayor Robb stated possible conflict of interest. Council Member Pike also stated possible conflict of interest, however no direct ties to the department.*

**Main Motion:** Adopt Ordinance 15-11.

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

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

*Mayor Robb opened Public Hearing.*

*No one present to be heard.*

*Mayor Robb closed Public Hearing.*

**Main Motion:** Adopt Ordinance 15-12.

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

**Main Motion:** Suspend the rules to hear from Pete Williams, Port Director.

---

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

**Main Motion:** Amendment to strike "during" and change to "between".

---

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

## X. NEW BUSINESS

**Item A – Introduction of Budget Modification 14-14 (I).**

**Main Motion:** Adopt Introduction of Budget Modification 14-14 (I).

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

**Item B – Action Memorandum 15-16: Community Action Against Heroin And Other Illicit Drugs.**

**Main Motion:** Approve AM 15-16.

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

**Main Motion:** Suspend the rules to hear from the audience.

---

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

**Item C – Action Memorandum 15-17: Direct The City Manager To Enter Into A Marine Transportation Contract With Alaska Marine Services.**

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

Council Member Zach Fansler –  
Hope everyone stays warm out there.

Council Member Chuck Herman –  
No comments.

Council Member Mark Springer –  
Would like to note the passing of Charlie Edwardson who lived in Etok. No stranger to the region, died in his mukluks, a full life. A leader, full of character, very out spoken and our wishes go out to the family. The river is out now, so keep an eye out.

Mayor Richard Robb –  
Condolences to Diane Croghan, her daughter committed suicide recently.

Council Member Byron Maczynski –  
We had a great meeting. Been dealing with people having a lot of depression, just saying hello can change their outlook for their day. Love to hear from people, always open. Thank you.

Council Member Heather Pike –  
It's that time of year when kids are out of school on the roads and walking around. Just to remind the community. Don't let your dogs loose. Have a bad loose dog problem. Just remind everybody to love your neighbors and care about who your neighbor is. It doesn't kill you; it can make all the difference in your life.

Vice-Mayor Albertson –  
Have an opening on Finance committee. Do have an alternative position. It's been real dry out, until we get some rain and have things green up, this is the time we have fires.

**XV. EXECUTIVE SESSION**

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

Move into Executive Session to discuss Alaska Statutes 44.62.310: Personnel Matters (Unless The Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person.

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

**Main Motion:**

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

**XVI. ADJOURNMENT**

**Main Motion:** Adjourn

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

*Council adjourned at 10:12 p.m.*

---

Richard Robb, Mayor

ATTEST:

---

Adriane Welch, Assistant City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on May 13, 2015 at 6:30pm, in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Chuck Herman
<input checked="" type="checkbox"/> Vice-Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Heather Pike
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> Assistant To City Clerk Adriane Welch
<input checked="" type="checkbox"/> City Manager Ann Capela	

Members Absent:  
*Byron Maczynski, Zack Fansler, Mark Springer.*

**IV. PEOPLE TO BE HEARD**

*Mayor Robb opened People To Be Heard.*

*No one present to be heard.*

*Mayor Robb closed People To Be Heard.*

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the Agenda.

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

## VI. UNFINISHED BUSINESS

**Main Motion:** Move into a committee of the whole.

---

Moved by: Herman  
Seconded by: Pike  
Action: Motion carries by a vote of 4-0  
In favor:  Herman  Robb  Pike  Albertson  
Opposed: -0

### **Item A – Fire**

*Not Discussed*

### **Item B – Police and 911**

*Not Discussed*

### **Item C – Administration**

*Not Discussed*

### **Item D – City Clerk**

*Not Discussed*

### **Item E – Planning**

*Not Discussed*

### **Item F – Finance**

*Not Discussed*

### **Item G – Utility Billing**

*Not Discussed*

### **Item H – Parks and Recreation**

*Discussed*

*Break at 6:57 p.m. Back on record at 7:05 p.m.*

### **Item I – Port**

*Discussed*

### **Item J – IT**

*Discussed*

### **Item K – Legal**

*Not Discussed*

### **Item L – Public Works**

Administration  
Streets And Roads  
Property Maintenance  
Solid Waste Enterprise Fund

Water And Sewer Enterprise Fund  
Transit System  
*Discussed*

**Main Motion:** Move to extend the meeting until 9:00 p.m.

---

Moved by: Herman  
Seconded by: Albertson  
Action: Motion carries by a vote of 4-0  
In favor:  Herman  Robb  Pike  Albertson  
Opposed: -0

**VII. NEW BUSINESS**

**Item A – Leased Properties**

*Not Discussed*

**Item B – Community Services And Transfers**

*Not Discussed*

**Item C – Budget General Overview**

*Not Discussed*

**Item D – YK Aquatic Center**

*Not Discussed*

**Main Motion:** Move out of committee of the whole.

---

Moved by: Herman  
Seconded by: Pike  
Action: Motion carries by a vote of 4-0  
In favor:  Herman  Robb  Pike  Albertson  
Opposed: -0

**Main Motion:** Separate The Port Budget to Small Boat Harbor and Municipal Dock.

---

Moved by: Pike  
Seconded by: Herman  
Action: Motion carries by a vote of 4-0  
In favor:  Herman  Robb  Pike  Albertson  
Opposed: -0

To reduce all salaries by 1% except for contract positions for proposed FY16 budget.

**Main Motion:**

---

Moved by: Pike  
Seconded by: Herman  
Action: Motion carries by a vote of 4-0  
In favor:  Herman  Robb  Pike  Albertson  
Opposed: -0

**Main Motion:** Adjourn.

---

Moved by: Herman  
Seconded by: Albertson  
Action: Motion carries by a vote of 4-0  
In favor:  Fansler  Herman  Springer  Robb  Maczynski  Pike  Albertson  
Opposed: -0

*Council adjourned at 9:03 p.m.*

---

Richard Robb, Mayor

ATTEST:

---

Adriane Welch, Assistant City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on May 18, 2015 at 6:30 pm, in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Mark Springer <i>Via Call-in</i>
<input checked="" type="checkbox"/> Council Member Chuck Herman	<input checked="" type="checkbox"/> Council Member Fansler <i>Via Call-in</i>
<input checked="" type="checkbox"/> Council Member Heather Pike	
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> Assistant To City Clerk Adriane Welch
<input checked="" type="checkbox"/> City Manager Ann Capela	

Members Absent:  
*Leif Albertson and Byron Maczynski.*

**IV. PEOPLE TO BE HEARD**

*Mayor Robb opened People To Be Heard.*

*No one present to be heard.*

*Mayor Robb closed People To Be Heard.*

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the Agenda.

---

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

**VI. UNFINISHED BUSINESS**

**Main Motion:** Move into a committee of the whole.

---

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

**Item A – Fire**

*Not Discussed*

**Item B – Police and 911**

*Discussed*

**Item C – Administration**

*Discussed*

**Item D – City Clerk**

*Not Discussed*

**Item E – Planning**

*Not Discussed*

**Item F – Finance**

*Not Discussed*

**Item G – Utility Billing**

*Not Discussed*

**Item H – Parks and Recreation**

*Discussed*

**Item I – Port**

*Not Discussed*

**Item J – IT**

*Discussed*

**Item K – Legal**

*Not Discussed*

**Item L – Public Works –**

- Administration
- Streets And Roads
- Property Maintenance
- Solid Waste Enterprise Fund
- Water And Sewer Enterprise Fund
- Transit System

*Not Discussed*

**Item M – Leased Properties**

*Not Discussed*

**Item N – Community Services And Transfers**

*Not Discussed*

**Item O – Budget General Overview**

*Not Discussed*

**Item P – YK Aquatic Center**

*Not Discussed*

**Main Motion:** Move to extend the meeting twenty minutes.

---

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

**Main Motion:** Move out of committee of the whole.

---

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

**Main Motion:** Adjourn.

---

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

*Council adjourned at 8:55 p.m.*

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

\_\_\_\_\_  
Adriane Welch, Assistant City Clerk

**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on May 26, 2015 at 6:35 pm, in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Vice-Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Mark Springer
<input checked="" type="checkbox"/> Council Member Heather Pike	<input checked="" type="checkbox"/> Council Member Byron Maczynski Arrived at 6:46 p.m.
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> Assistant To City Clerk Adriane Welch
<input checked="" type="checkbox"/> City Manager Ann Capela	

Members Absent:  
*Council Member Herman.*

**IV. PEOPLE TO BE HEARD**

Jeff Sanders – Spoke in support of the ordinance of the alternative energy committee recommendation to grant AVEC the right to put up a Met-Tower for wind performance. North of the landfill, south of the school complexes, east to the city shop and west of Brown Slough. Estimated at \$100,000.00. AVEC looking forward to developing and recapturing the waste heat. Requested support to help AVEC with the current infrastructure. This would double and support the waste heat of diesel or stove oil fuel, making more heat available.

<b>Main Motion:</b>	Suspend rules to hear from the public.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Albertson
Opposed:	-0

## V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

**Main Motion:** Approve the Consent and Regular Agenda.

---

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

**Main Motion:** Remove Resolution 15-11 from the consent agenda.

---

Moved by: Springer

*Council Member Maczynski arrived at 6:46 p.m.*

**Main Motion:** Postpone Lobbyist update.

---

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

**Main Motion:** Remove AM 15-18 from consent agenda.

---

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

## VI. APPROVAL OF THE MEETING MINUTES

### VII. REPORTS ON STANDING COMMITTEES

**Public Safety and Transportation Commission** – *Council Representative, Chuck Herman* – No Report.

**Port Commission** – *Pete Council Representative, Mark Springer* – No quorum at last meeting. One port commission member is going to resign, need someone to sign up. Staff is up and running this week.

**Planning Commission** – *Council Representative, Heather Pike* – Still desperately seeking commissioner, didn't have much on the agenda at the last meeting. If there is anyone out there, we have meetings once a month, so come on out.

**Parks and Recreation Committee** – *Council Representative, Richard Robb* –  
Next meeting on Monday.

**Finance Committee** – *Committee Chair, Carol Ann Willard* –  
Finance Committee met on Monday 5/18, great group of dedicated volunteers. Consistently meet each month. Reconvene at next meeting in Sept. Look forward to hearing agenda items and appreciate Finance department. Have a safe and great summer. Appreciate chair referrals, which is why we are taking 3 months off due to being underutilized. Thank you for your time.

**Public Works Committee** – *City Manager Capela* –  
Doubtful the \$7 million will come, just for the lagoon.

**Energy Committee** – *Council Representative, Zach Fansler* –  
Thanks to Mr. Sanders for coming to the committee meetings. Originally requested energy committee items to be added to the agenda; however our attorney suggested that since we didn't have any action to table. AVEC recently submitted and lease agreement. You will probably see something from us at the next couple meeting. For the waste heat is being AVEC is conducting a series of tests on the wind turbines to try and get a handle on how much waste heat is being lost. I will sponsor some kind of recovery heat.

**Non-Standing Committee** – *Kuimarvik Representative, Beverly Hoffman* –  
Had a work session, last week because we didn't have a quorum. We were concerned with some of the budget items. We have a meeting tomorrow at 1:30 to talk over the 2016 Operating Budget and meet with Raunika.

## VIII. SPECIAL ORDER OF BUSINESS

**Item A** – USA Pool Update On The YK Regional Aquatic Training And Health Center.  
Raunika Ray –  
Mornings are high traffic around 11 am to 2 pm is pretty much dead, after school hours we are back on. The school district is in talks to be using the facility and add a class schedule to the curriculum when school starts in the fall.

USA Pool Update			
April		May	
Programs:	\$1,880.00	Programs:	\$3,741.00
Concessions:	\$4,530.50	Concessions:	\$3,720.75
Daily Phases:	\$31,307.50	Daily Phases:	\$8,255.00
Memberships:	\$7,577.00	Memberships:	\$5,792.00
Pro-Shops:	\$4,767.25	Pro-Shops:	\$2,669.25
Rentals:	\$1,992.50	Rentals:	\$745.00
<b>TOTALS =</b>	<b>\$55,219.75</b>	<b>TOTALS =</b>	<b>\$24,893.00</b>

**Item B – Legislative Recap.**  
*Postponed.*

**Item C – Liquor License Applicant’s Opportunity To Defend Their Application Before The Governing Body As Per 13 AAC 103.145:**

1. North West Company, DBA Alaska Commercial Company – Package Store License #5388.

*Alaska Commercial Company Representative requested to postpone the agenda item until next meeting, June 9<sup>th</sup>, 2015.*

**Main Motion:** Postpone until the June 9<sup>th</sup> Regular scheduled Meeting.

Moved by: Fansler

Seconded by: Maczynski

Action: Motion carries by a vote of 6-0

In favor:  Fansler  Springer  Robb  Maczynski  Pike  Albertson

Opposed: –0

## IX. UNFINISHED BUSINESS

**Item A – Public Hearing Of Ordinance 14-14 (I): Budget Modification Amending The Adopted Annual FY 2015 Budget.**

*Mayor Robb opened public hearing.*

*No one present to be heard.*

*Mary Robb closed public hearing.*

**Main Motion:** Adopt Ordinance 14-14 (I) Budget Modification.

Moved by: Springer

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

**Primary**

**Amendment:** Strike the planning department budget modification.

---

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

**X. NEW BUSINESS**

**Item A – Resolution 15-11: Supporting The Efforts To Change The Name Of The “Wade Hampton Census Area” To A Locally Relevant Name.**

Adopt Resolution 15-11: Supporting The Efforts To Change The Name Of The “Wade Hampton Census Area” To A Locally Relevant Name.

**Main Motion:** Relevant Name.

---

Moved by: Fansler  
 Seconded by: Pike

**Main Motion:** Postpone until further information is gathered.

---

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

**Item B – Introduction Of Ordinance 15-13: Approving The Acquisition Of Property, 1,556 Square Feet Of Space At The Courthouse Complex.**

**Main Motion:** Introduce Ordinance 15-13.

---

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

**Item C** – Action Memorandum 15-18: Directing The City Manager To Enter Into An Amended Contract With USA Pools For The YK Regional Aquatic Training And Health Center.

*The Council directed the City Manager to work with USA Pool representative to work out the details of the contract agreement and bring it back to Council once completed.*

**Item D** – Review Of 2016 Operations Plan For YK Regional Aquatic Training And Health Center.

**Main Motion:** Postpone for further discussion during special budget meetings.

---

Moved by: Springer

Seconded by: Fansler

Action: Motion carries by a vote of 6-0

In favor:  Fansler  Springer  Robb  Maczynski  Pike  Albertson

Opposed: —0

**XI. MAYOR’S REPORT**

**XII. MANAGER’S REPORT**

**XIII. CLERK’S REPORT**

**XIV. COUNCIL MEMBER COMMENTS**

Council Member Zach Fansler –

Regarding the operations plan for the pool, on a deadline to get the budget finalized, talk to a council member to have your voice heard, or wait for another year. If you’re an avid pool user, or if you are listening, the Bethel Municipality, if you have something to say about that say something now, don’t wait until June 1<sup>st</sup>. Beautiful weather, please be safe, slow down. Thank you very much.

Council Member Chuck Herman –

No comment.

Council Member Mark Springer –

Remember the best dust control is your rear-view mirror. Condolences to the families on their losses.

Mayor Richard Robb –

Lots of good comments. Condolences to the families of the tragic loss, it’s a terrible thing. Yesterday the smelts were out; wish everyone a good fishing season. Everyone have a good summer.

Council Member Byron Maczynski –

No comment.

Council Member Heather Pike –

Please put the young ones in lifejackets and yourself. Check up on your kids, last night there was young kids out late. Please look out for your children; there have been a lot of deaths this year so look out for each other and the kids.

Vice-Mayor Albertson –  
No comment.

**XV. EXECUTIVE SESSION**

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

Move into Executive Session to discuss Alaska Statutes 44.62.310 (C) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity. Bethel Packing And Delivery, Overdue Tax Delinquency.

Those participating in the Executive Session will be the Council Members, City Attorney Burley, City Manager Capela and Bethel Packing And Delivery Representative.

**Main Motion:**

---

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

**XVI. ADJOURNMENT**

**Main Motion:** Adjourn

---

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

*Council adjourned at 11:02 p.m.*

---

Richard Robb, Mayor

ATTEST:

---

Adriane Welch, Assistant City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on May 27, 2015 at 6:30 pm, in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Council Member Chuck Herman	<input checked="" type="checkbox"/> Council Member Heather Pike
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> Assistant To City Clerk Adriane Welch
<input checked="" type="checkbox"/> City Manager Ann Capela	

Members Absent:

*Leif Albertson, Mark Springer, and Byron Maczynski.*

**IV. PEOPLE TO BE HEARD**

*Mayor Robb opened People To Be Heard.*

*No one present to be heard.*

*Mayor Robb closed People To Be Heard.*

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the Agenda.

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

## VI. UNFINISHED BUSINESS

**Main Motion:** Move into a committee of the whole.

---

Moved by: Herman  
Seconded by: Fansler  
Action: Motion carries by a vote of 4-0  
In favor:  Robb  Herman  Fansler  Pike  
Opposed: -0

### **Item A – Fire**

*Not Discussed*

### **Item B – Police And E911**

*Not Discussed*

### **Item C – Administration**

*Not Discussed*

### **Item D – City Clerk**

*Not Discussed*

### **Item E – Planning**

*Not Discussed*

### **Item F – Finance**

*Not Discussed*

### **Item G – Utility Billing**

*Not Discussed*

### **Item H – Parks And Recreation**

*Discussed*

### **Item I – Port**

*Not Discussed*

### **Item J – IT**

*Discussed*

### **Item K – Legal**

*Discussed*

### **Item L – Public Works –**

Administration  
Streets And Roads  
Property Maintenance  
Solid Waste Enterprise Fund  
Water And Sewer Enterprise Fund

*Discussed*

### **Item M – Transit System**

*Not Discussed*

**Item N – Leased Properties**

*Not Discussed*

**Item O – Community Services And Transfers**

*Not Discussed*

**Item P – Budget General Overview**

*Not Discussed*

**Item Q – YK Aquatic Center**

*Discussed*

**Main Motion:** Move out of committee of the whole.

---

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

**Main Motion:** Change Line Item 10-51-642 Administration Legal Fees from \$20,000.00 to \$0.00.

---

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

**Main Motion:** Change Line Item 10-56-642 Attorney Legal Fees from \$30,000.00 to \$50,000.00

---

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

**Main Motion:** Amend 10-75 Youth Center Budget, eliminate entire budget.

---

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

Amend Community Services Budget 10-72:  
Add Line Item For UAF 4-H Contribution for total proposed amount  
of \$110,000.00.

**Main Motion:**

---

Moved by: Fansler  
Seconded by: Pike  
Action: Motion carries by a vote of 4-0  
In favor:  Robb  Herman  Fansler  Pike  
Opposed: -0

Amend the Parks And Recreation Budget 10-71 Line Items:  
Increase Line Item 602 – Gasoline by \$2,500 to \$7,500.00  
Increase Line Item 621 – Electricity (Log Cabin) by \$4,250.00 to \$8,500.00.  
Increase Line Item 622 – Telephone by \$2,450.00 to \$4,900.00.  
Increase Line Item 623 – Heating Fuel by \$15,000.00 to \$30,000.00.  
Increase Line Item 624 – Water/Sewer/Garbage by \$11,452.00 to \$22,184.00.  
Increase Line Item 661 – Vehicle Maintenance/Repair by \$1,761.00 to \$6,761.00.  
Increase Line Item 721 – Insurance by \$4,250.00 to \$8,500.00.

**Main Motion:**

---

Moved by: Herman  
Seconded by: Fansler  
Action: Motion carries by a vote of 4-0  
In favor:  Robb  Herman  Fansler  Pike  
Opposed: -0

**Main Motion:** Adjourn.

---

Moved by: Pike  
Seconded by: Herman  
Action: Motion carries by a vote of 4-0  
In favor:  Robb  Herman  Fansler  Pike  
Opposed: -0

*Council adjourned at 9:09 p.m.*

---

Richard Robb, Mayor

ATTEST:

---

Adriane Welch, Assistant City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on May 28, 2015 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Chuck Herman
<input checked="" type="checkbox"/> Vice Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Zach Fansler Arrived during People To Be Heard.
<input checked="" type="checkbox"/> Council Member Heather Pike	<input checked="" type="checkbox"/> Council Member Byron Maczynski Arrived after committee of the whole.
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	
<input checked="" type="checkbox"/> City Manager Ann Capela	

Members Absent:  
*Council Member Springer.*

**IV. PEOPLE TO BE HEARD**

Beverly Hoffman – Concerned about the proposed pool budget, thinks it is too high and eats into the dedicated reserves. Urges USA Pools to be frugal and use as little as possible to operate.

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the Agenda.

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

## VI. UNFINISHED BUSINESS

**Main Motion:** Move into a committee of the whole.

---

Moved by: Herman

Seconded by: Maczynski

Action: Motion carries by a vote of 6-0

In favor:  Robb  Albertson  Herman  Fansler  Pike  Maczynski

Opposed: -0

### **Item A – Fire**

*Not Discussed*

### **Item B – Police and 911**

*Not Discussed*

### **Item C – Administration**

*Not Discussed*

### **Item D – City Clerk**

*Not Discussed*

### **Item E – Planning**

*Not Discussed*

### **Item F – Finance**

*Not Discussed*

### **Item G – Utility Billing**

*Not Discussed*

### **Item H – Parks and Recreation**

*Discussed*

### **Item I – Port**

*Not Discussed*

### **Item J – IT**

*Not Discussed*

### **Item K – Legal**

*Not Discussed*

### **Item L – Public Works –**

Administration

Streets And Roads

Property Maintenance

Solid Waste Enterprise Fund

Water And Sewer Enterprise Fund

Transit System

**Item M – Leased Properties**

*Not Discussed*

**Item N – Community Services And Transfers**

*Not Discussed*

**Item O – Budget General Overview**

*Not Discussed*

**Item P – YK Aquatic Center**

*Discussed*

**Main Motion:** Extend the meeting to 9:15 p.m.

---

Moved by: Fansler

Seconded by: Herman

Action: Motion carries by a vote of 6-0

In favor:  Robb  Albertson  Herman  Fansler  Pike  Maczynski

Opposed: -0

Increase the Parks And Recreation Budget 10-71, Line Item 545

**Main Motion:** Travel And Training to \$6,000.00.

---

Moved by: Pike

Seconded by: Herman

Action: Motion carries by a vote of 1-5

In favor:  Robb  Albertson  Herman  Fansler  Pike  Maczynski

Opposed: -0

*Council determined to schedule Special Budget Meetings for June 3, 4, 8, 10 & 15, 2015.*

*Pool Budget Committee established. Members include Zach Fansler, Chuck Herman, Leif Albertson and Lori Strickler.*

*Maczynski left at 9:18 p.m.*

**VII. NEW BUSINESS**

**Item A – Introduction of Ordinance 15-14: Fiscal Year 2016 Annual Budget.**

*Item not discussed.*

## VIII. ADJOURNMENT

**Main Motion:** Adjourn.

---

Moved by: Herman

Seconded by: Fansler

Action: Motion carries by a vote of 5-0

In favor:  Robb  Albertson  Pike  Herman  Fansler

Opposed: -0

*Council adjourned at 9:35 p.m.*

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Richard Robb, Mayor

ATTEST:

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Adriane Welch, Assistant City Clerk

# **Reports of Standing Committees**

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# City of Bethel, Alaska

## Public Works Committee Minutes

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May 20, 2015

Regular Meeting

Bethel, Alaska

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### **I. CALL TO ORDER**

A regular meeting of the Public Works Committee was held on May 20, 2015 at 6:30pm in the council chambers of City Hall, Bethel, Alaska. The meeting was called to order by Committee Chair, Frank Neitz, at 6:35pm.

### **II. ROLL CALL**

Present: Frank Neitz, Robert Champagne, Jennifer Dobson, Delbert Egoak, Wade Ferdig, Joseph Klejka (arrived at 7:30pm)

Excused: Scott Guinn, Muzaffar Lakhani

Unexcused: Byron Maczynski, Donna Lindsey

Additional Attendees: Clair Grifka of Public Works, Rachelle Byrd as Secretary/Recorder, Ann Capela (joined at 7:00pm)

### **III. PEOPLE TO BE HEARD**

None.

### **IV. APPROVAL OF AGENDA**

<b>MOVED BY:</b>	Jennifer Dobson	Motion to approve the agenda
<b>SECONDED BY:</b>	Wade Ferdig	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote	

### **V. APPROVAL OF MINUTES**

<b>MOVED BY:</b>	Jennifer Dobson	Motion to approve minutes from April 15, 2015 regular meeting
<b>SECONDED BY:</b>	Robert Champagne	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote	

### **VI. SPECIAL ORDER OF BUSINESS**

None.

### **VII. UNFINISHED BUSINESS**

Item A – Water & Sewer Master Plan

Frank Neitz – Has not moved except for Institutional Corridor stuff, and nothing new to talk about.

Item B – Institutional Corridor Location of 4<sup>th</sup> Well for City Sub WTP

Frank Neitz – The RFP went out for the well portion. There are 2 issues with easements, but they're working on them.

Item C – Sewer Lagoon

Frank Neitz – Leave item on agenda as this is the "City's number one project." The RFP went out last week for repair of truck dump site/platform.

Item D – Donut Hole options for a shorter route to Tundra Ridge

Frank Neitz – City's last recommendation was to write a letter. Nothing has happened.

Item E – Ridgecrest Dr. Rehabilitation Project at the school / Traffic Light System at/near the schools on Ridgecrest

Frank Neitz – Held up because the City spent their share of the money years ago, and we can't find any information about what was done. Another problem is the school isn't stepping up.

Ann Capela – This was not budgeted for. It came out of special funding, and the State is expecting too much from the City. If the school does nothing for the traffic circulation, you'll just have a great road with congestion. It's essential we talk to the school officials and press them on helping out on school grounds.

Joseph Klejka – The school won't respond. We need the City to sit down with them and push them.

Ann Capela – It's in the new budget and the State is ready. But the price for paving is outrageous.

Wade Ferdig – Agrees about cost of paving. Twelve million dollars per mile for something that will last a few years is crazy.

Item F – Landfill Rates

Jennifer Dobson – Can leave landfill information/attachments out of next meeting packet as it's been in the last few. Public Works and the City Clerk are working on changing the rates. Commercial Landfill Use Permits have not been updated since the 80s (\$10/cubic yard). It has also been discussed that the commercial yearly use permits all businesses are required to have (based on Bethel Municipal Code-BMC) hasn't had a mechanism for enforcing or collecting on these permits. The Public Works Director is working with the City Clerk to update and adjust the BMC. New rates should be easy, but the mechanism for enforcing is more difficult because it ties in with Finance.

Frank Neitz – This will be an action on our part when ready to update.

Wade Ferdig – We should include it in the cost of annual business licensing fees.

Frank Neitz – I don't think we can do anything until the Public Works Director comes back and gives us numbers. Then we can give a recommendation.

Item G – Proposed Blue Sky Estates (Hoffman Subdivision)

Frank Neitz – Not sure what the holdup is. Haven't talked to anybody. Will ask Planning Dept.

Ann Capela – The position of the developer is that there will be no impact on the City. My position is that there will be an impact, so we need to come to an agreement.

## **VIII. NEW BUSINESS**

Item A – RFP for Truck Dump Site (Lagoon)

Clair Grifka – Should have gone out last week per Bill Arnold (foreman).

Item B – Ridgecrest Road- Cost of project and local match

Frank Neitz – Problems with local match.

Item C – New Soccer Field and Road in Pinky’s Park- approximately 1300 loads of sand and grading; work to be done by Public Works Dept as local match for grant

Frank Neitz – Project would include a road to the community garden. I see major issues with parking and lack of space for any lot there, and the tiny road leading out to it. Talked with Zef and it would take 95% of Public Works resources to do this and it would take all summer. That means nothing else would be able to be done by the department. The field would be up by the bowling alley and new pool, and is specific for this grant. “I think that anything pro-development we gotta push. We’re the Public Works Department- we gotta push it, but we gotta push it in the right direction.” John Sargent orchestrated the grant. Maybe we need to apply for a different grant and knock the 1300 loads of sand we’re expected to contribute into a do-able figure for the City.

Clair Grifka – Public Works currently has 1 dump truck working. We’re working to get more trucks online.

Wade Ferdig – Who asked for the grant? Concerned the City is hoping for a turn-out for soccer rather than knowing there’s a want for it. Is there somewhere else this field can be built that’s already flat and smaller? The City’s obligation is extreme, especially if we don’t know how turn-out will be. May be possible if we had a couple of leagues and people paid a fee. We can’t just throw this much money out there and hope someone uses the soccer field. Keep this in new business until we see a plan.

Jennifer Dobson – Ronda Sargent applied for and received this grant. I didn’t know the City was on the line for this kind of contribution. This amount of sand is insane.

Ann Capela – This isn’t really a soccer field grant. There has been a desire for a natural resource grant and that required a matching grant/funds from the City. It was a desire to have some sort of greenhouse/tunnel built and out of that grew some other projects. The City applied for a grant and promised to have an incline match. The State accepted with 1300 loads of sand. Nobody really did the math and figured out what that meant for the Public Works Dept. Council heard it and approved it without really thinking it through or doing the math. Now we have committed ourselves to a grant which includes 1300 truckloads of sand, which could be day and night for 5 months. We probably can’t do this all in one season and will have to get an extension on the grant.

Item D – Additional Sand and Grading for Community Garden; work to be performed by Public Works Dept

Ann Capela – There is a big desire for a wind tunnel/greenhouse. There are big concerns over the amount of sand Public Works is committed to. After that, then what? You can’t play soccer on sand. Are we planting grass? I haven’t seen a plan.

Jennifer Dobson – I never heard about that part of the grant.

Frank Neitz – Is there anything we can do to get this number down to accomplish the project? Can we contract out the work with someone for help?

Item E – Parks, Boardwalks, and Playgrounds Maintenance

Ann Capela – University of Alaska will now concentrate on the youth side of Parks and Rec and anything having to do with the kids. The City will concentrate on parks, playgrounds, paths, and boardwalks. Staff will be separate now. We need staff to have a presence around Pinky’s Park. They will report to and fall under Public Works Maintenance. This is a better structure that allows us to work on and maintain boardwalks and other parts of the town. The University is more equipped and trained to deal with the children and their programs. They are very excited about this change. There is money in the budget for fixing the boardwalks. Public Works should utilize the shop and its tools at the old Senior

Center, and work with the high school's kids who are in need of community service hours. They can paint, mark boards, or do other tasks to help. There are concerns about the boardwalk between KUC and YKHC. It's not easy since the project doesn't just involve replacing boards. We need to fix it and it needs to be done well. Someone has to sign off that it's safe. I don't think there are any immediate solutions.

Joseph Klejka – We need to put in braces to keep it from going side-to-side.

Wade Ferdig – I think we need to take it down until we decide what to do because I see people on it.

#### Item F – Spring Clean-Up Green-Up

Ann Capela – The bags are free for the City- we just pay shipping. City staff is asked to pick up curbside bags if they see them. We have budgeted for 6 new neighborhood dumpsters. I want to do something about the bad corner in Kasayulie.

#### Item G – Water Treatment Plant Operator Staff Certification Requirements; Level II Operator

Ann Capela – It's very important we get those certifications and it's not easy. There needs to be a plan of succession in case people leave. The City is very supportive of this training and aware of the problems we're facing with lack of certification.

Clair Grifka – Everyone is getting certified, and Bill Arnold just received his. The guys have been working every day of the week since March.

Jennifer Dobson – Since Tim Oosterman left we only have one Level-II operator and two Level-II plants. We need to have a plan in place to make sure guys get enough hours and training to move up in levels. It's important because of project funding opportunities.

### **IX. DIRECTOR'S REPORT**

Public Works Monthly Report attached.

Joseph Klejka – We need to enforce the problem with restaurants dumping large items and cardboard as noted in the report. Who is in charge? Who can write tickets? If Public Works employees are witnessing this, they should say something. Take pictures, get video, something. Don't cause a confrontation, though.

Response by Ann Capela – The City is looking to hire a code enforcement officer who can respond to calls and write tickets for Municipal Code violations.

Pool water numbers are very high. I have witnessed many times that kids leave the showers on. They just walk away and leave them running.

Response by Wade Ferdig – They're not on a timer? That should be standard.

### **X. COMMITTEE MEMBER COMMENTS**

**Delbert Egoak** - No comments

**Robert Champagne** – No comments

**Joseph Keljka** – New exit at the pool is wonderful, but the stop signs on the one-way street need to be taken down.

**Frank Neitz** – Will be in to Public Works tomorrow to work on minutes with Rachele. Add job descriptions and policies to next agenda.

**Wade Ferdig** – We need to work on job descriptions and policies. Also have concerns over City website and public’s inability to get information that should be there.

**Ann Capela** – Will be meeting with DOWL when Zef is back from leave. Wind Turbine falls under Public Works Dept., which many people don’t realize, so add to next agenda. It was installed to generate energy for the pool, but needs very specialized maintenance. An RFP was put out in December or January and nobody was interested in doing the work. The maintenance necessary for keeping the warranty valid is causing a lot of problems. Also, bus shelters fall under Public Works. New ones will be coming this summer in boxes and Public Works will be putting them together and installing them. I have big concerns over the 4<sup>th</sup> of July parade I very recently found out about. I’m worried about time constraints on Public Works, so we need volunteers to do things like put up barricades, act as security, and clean up after. Talk to groups like BSAR, volunteer firefighters, etc. Clair and crew in the maintenance department have done great work at City Hall cleaning up. The Planning Department may be moving to the Courthouse where the Department of Corrections has vacated.

**Clair Grifka** – The lagoon is getting really full. Bill Arnold is going to work on thawing it. Bill has asked about timers on the showers at the pool- he thinks this may be causing some of the problems with the lagoon getting so full.

**Jennifer Dobson** – Left meeting early.

**XI. ADJOURNMENT**

**TIME: 8:30pm**

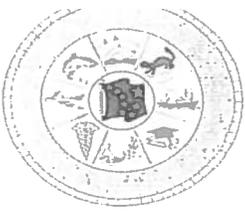
<b>MOVED BY:</b>	Robert Champagne	Motion to adjourn
<b>SECONDED BY:</b>	Delbert Egoak	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote	

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Frank Neitz, Chair

\_\_\_\_\_  
Rachele Byrd,  
Recorder of Minutes

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**City Council Meeting Agenda  
Special BUDGET Meeting  
May 27 & 28, 2015  
6:30 pm – 9:00 pm  
City Council Chambers, City Hall, Bethel, AK**

Rick Robb  
Mayor  
Term Expires 2015  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Leif Albertson  
Vice-Mayor  
Term Expires 2015  
543-2819  
[lalbertson@cityofbethel.net](mailto:lalbertson@cityofbethel.net)

Mark Springer  
Council Member  
Term Expires 2015  
545-1450  
[mspringer@cityofbethel.net](mailto:mspringer@cityofbethel.net)

Heather Pike  
Council Member  
Term Expires 2015  
545-4802  
[hpike@cityofbethel.net](mailto:hpike@cityofbethel.net)

Chuck Herman  
Council Member  
Term Expires 2016  
545-5394  
[cherman@cityofbethel.net](mailto:cherman@cityofbethel.net)

Zach Fansler  
Council Member  
Term Expires 2016  
545-3300  
[zfansler@cityofbethel.net](mailto:zfansler@cityofbethel.net)

Byron Maczynski  
Council Member  
Term Expires 2016  
545-0970  
[bmaczynski@cityofbethel.net](mailto:bmaczynski@cityofbethel.net)

Ann Capela  
City Manager  
543-2047  
[acapela@cityofbethel.net](mailto:acapela@cityofbethel.net)

Lori Strickler  
City Clerk  
543-1384  
[lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

Patty Burley  
City Attorney

Mary Sattler  
Lobbyist

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF AGENDA**
- VI. UNFINISHED BUSINESS**
  - a. Fire
  - b. Police and E911
  - c. Administration
  - d. City Clerk
  - e. Planning
  - f. Finance
  - g. Utility Billing
  - h. Parks and Recreation
  - i. Port
  - j. IT
  - k. Legal
  - l. Public Works –
    - i. Administration
    - ii. Streets and Roads
    - iii. Property Maintenance
    - iv. Solid Waste Enterprise Fund
    - v. Water and Sewer Enterprise Fund
  - m. Transit System
  - n. Leased Properties
  - o. Community Services and Transfers
  - p. Budget General Overview
  - q. YK Aquatic Center
- VII. NEW BUSINESS**
  - a. Introduction of Ordinance 15-14: Fiscal Year 2016 Annual Budget (City Manager Capela)

**VIII. ADJOURNMENT**

Agenda Posted May 20, 2015 at City Hall, AC Co., Swanson's, and the Post Office.

Adriane Welch, City Clerk's Office



# City of Bethel, Alaska

## Parks & Recreation Committee Agenda

Regular Meeting

June 1, 2015 – 6:00p.m.

City Hall

Barbara Mosier  
Committee Chair  
Term Expires 12/2016

Clarence Daniel  
Committee Co Chair  
Term Expires 12/2017

Margaret Revet  
Committee Member  
Term Expires 12/2017

Susan Taylor  
Committee Member  
Term Expires 12/2017

Rick Robb  
Council Rep 10/2015

Minnie Sallison-Fritts  
Committee Member  
Term Expires 12/2016

Amanda Colvin  
Committee Member  
Term Expires 12/2015

Alternate Committee Member  
3 Year Term

Ronda Sargent  
Director  
543-7711

Matthew Ross  
Committee Recorder  
543-2088

Rachael Pitts  
City Planner  
545-0114

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PEOPLE TO BE HEARD – THREE MINUTES PER PERSON**
- IV. APPROVAL OF AGENDA**
- V. APPROVAL OF MINUTES**
  - a. May 15 2015
- VI. DEPARTMENT HEAD REPORT**
- VII. UNFINISHED BUSINESS**
- VIII. NEW BUSINESS**
  - A. FY 16 Budget – Department Changes
- IX. MEMBER COMMENTS**
- X. ADJOURNMENT**



# City of Bethel Police Dept.

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

**PUBLIC NOTICE**  
**REGULAR MEETING OF THE**  
**PUBLIC SAFETY & TRANSPORTATION COMMISSION**  
**Tuesday, June 2, 2015 -7:00 p.m.**  
**300 STATE HIGHWAY – CITY COUNCIL CHAMBERS**  
**AGENDA**

**Members**

Joan Dewey  
*Chair*

Alisha Welch  
*Vice Chair*

Chuck Herman  
*Council Representative*

Naim Shabani

**Ex-Officio Members**

Andre Achee  
*Chief of Police*

William Howell III  
*Fire Chief*

Christina Him  
*Recorder*

- I CALL TO ORDER
- II ROLL CALL
- III PEOPLE TO BE HEARD
- IV APPROVAL OF AGENDA
- V APPROVAL OF MINUTES FROM THE REGULAR MEETING OF  
April 7th, 2015 and May 5th, 2015
- VI SPECIAL ITEM OF BUSINESS  
A Change scheduled date and time of PSTC Meetings
- VII CHIEFS' COMMENTS  
Fire Chief  
Police Chief
- VIII TRANSPORTATION INSPECTOR'S REPORT
- IX COUNCIL REPRESENTATIVE'S COMMENTS
- X UNFINISHED BUSINESS  
A Drug Screening Policy for Chauffeurs  
B. Taxi Permit number and Vehicle numbers  
C. Revocation of Vehicle Permit (BMC 5 20 110)
- XI. NEW BUSINESS
- XII. COMMISSION MEMBER'S COMMENTS
- XIII. ADJOURNMENT

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Christina Him, *Recorder*

POSTED on May 27th, 2015  
POST OFFICE, AC QUICKSTOP, CORINA'S CASE LOT, CITY HALL, & POLICE  
DEPT

*Next Public Safety and Transportation Commission Meeting will be July 7, 2015.*

*"Deep Sea Port and Transportation Center of the Kuskokwim"*



**City Council Meeting Agenda - AMENDED  
Special BUDGET Meeting  
June 3 & 4, 2015  
6:30 pm – 9:00 pm  
City Council Chambers, City Hall, Bethel, AK**

Rick Robb  
Mayor  
Term Expires 2015  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Leif Albertson  
Vice-Mayor  
Term Expires 2015  
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Mark Springer  
Council Member  
Term Expires 2015  
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[mspringer@cityofbethel.net](mailto:mspringer@cityofbethel.net)

Heather Pike  
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Term Expires 2015  
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Chuck Herman  
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Mary Sattler  
Lobbyist

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF AGENDA**
- VI. SPECIAL ORDER OF BUSINESS**
  - a. Invitation Of LKSD Superintendent, Assistant Superintendent, And Board Members To Discuss Ridgecrest Drive Project
- VII. UNFINISHED BUSINESS**
  - a. Fire
  - b. Police and E911
  - c. Administration
  - d. City Clerk
  - e. Planning
  - f. Finance
  - g. Utility Billing
  - h. Parks and Recreation
  - i. Port
  - j. IT
  - k. Legal
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    - iv. Solid Waste Enterprise Fund
    - v. Water and Sewer Enterprise Fund
  - m. Transit System
  - n. Leased Properties
  - o. Community Services and Transfers
  - p. Budget General Overview
  - q. YK Aquatic Center
- VIII. NEW BUSINESS**
  - a. Introduction of Ordinance 15-14: Fiscal Year 2016 Annual Budget (City Manager Capela)
- IX. ADJOURNMENT**

AMENDED Agenda Posted May 28, 2015 at City Hall, AC Co., Swanson's, and the Post Office.

Adriane Welch, City Clerk's Office



**City Council Meeting Agenda  
Special BUDGET Meeting  
June 8, June 10 & June 15, 2015  
6:30 pm – 9:00 pm  
City Council Chambers, City Hall, Bethel, AK**

Rick Robb  
Mayor  
Term Expires 2015  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Leif Albertson  
Vice-Mayor  
Term Expires 2015  
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Chuck Herman  
Council Member  
Term Expires 2016  
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[cherman@cityofbethel.net](mailto:cherman@cityofbethel.net)

Zach Fansler  
Council Member  
Term Expires 2016  
545-3300  
[zfansler@cityofbethel.net](mailto:zfansler@cityofbethel.net)

Byron Maczynski  
Council Member  
Term Expires 2016  
545 0970  
[bmaczynski@cityofbethel.net](mailto:bmaczynski@cityofbethel.net)

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    - v. Water and Sewer Enterprise Fund
  - m. Transit System
  - n. Leased Properties
  - o. Community Services and Transfers
  - p. Budget General Overview
  - q. YK Aquatic Center
  - r. Public Hearing Of Ordinance 15-14: Fiscal Year 2016 Annual Budget (City Manager Capela)
  - s. Action Memorandum 15-18: Directing The City Manager To Enter Into An Amended Contract With USA Pools For The YK Regional Aquatic Training And Health Center (City Manager Capela)
  - t. 2016 Operations Plan For YK Regional Aquatic Training And Health Center (City Manager Capela)

**VIII. ADJOURNMENT**

Agenda posted June 3, 2015 at City Hall, AC Co., Swanson's, and the Post Office.

Adriane Welch, City Clerk's Office

# **Special Order Of Business**

Introduced by: Vice-Mayor Albertson  
Date: April 28, 2015  
Action: Passed  
Vote: 4-3

## *CITY OF BETHEL, ALASKA*

### **Resolution # 15-08**

#### **PROTESTING THE ISSUANCE OF A PACKAGE STORE LICENSE TO BETHEL SPIRITS, LLC. DOING BUSINESS AS BETHEL SPIRITS – LICENSE ID #5384, LOCATED AT 905 CHIEF EDDIE HOFFMAN HIGHWAY, SUITE B, BETHEL, ALASKA**

- Whereas,** the results of the Special Election held January 19, 2010 indicate that 287 voters favor and 498 oppose the issuance of package store liquor licenses in the community;
- Whereas,** the Kipusvik building set out in the application for a package store license is located across the street from the State's Juvenile Justice Facility which offers educational courses from Lower Kuskokwim School District's approved curriculum;
- Whereas,** Alaska Statute 04.11.410 prohibits the operation of a package store within 200 feet of a school building as measured by the shortest pedestrian route from the outer boundaries of the school ground;
- Whereas,** Bethel Municipal Code 5.08.011 prohibits a package store within 300 feet of school buildings, measured by the most direct route of travel on the ground, from the main parking lot entrance of the establishment in a straight line, regardless of obstructions to the nearest public sidewalk, walkway, street, road or highway by the nearest route, to the nearest portion of the school grounds;
- Whereas,** Alaska Statute 04.11.150 (e) prohibits the business premises occupied by a package store to be connected by a door, opening, or other means of passage intended for the access of the general public to an adjacent retail business not also licensed under AS Title 4, unless approved by the board;
- Whereas,** Kipusvik contains a movie theater, which shares the same main entrance as the proposed liquor store;
- Whereas,** the Kipusvik building has an open floor plan with a shared entrance that offers patrons tables and chairs similar to that of a cafeteria and presents an opportunity for loitering in a public space in the vicinity of proposed alcohol sales;
- Whereas,** at the March 24, 2015 Bethel City Council meeting, 43 people provided public testimony on potential sales of alcoholic beverages in the community, and 37 people spoke in opposition;

Introduced by: Vice-Mayor Albertson  
Date: April 28, 2015  
Action: Passed  
Vote: 4-3

**Whereas,** in 2014 the Bethel Fire Department Emergency Medical Services Unit reported a majority of the calls for service were for individuals under the influence of alcohol;

**Whereas,** Police Department figures for 2014 show the number of calls for "Intoxicated Pedestrians" to be 3,198 out of a total of 9,844 calls for the year, representing 32.49% of the total calls received by the department;

**Whereas,** the Police Dispatch Center reported a majority of their calls for service were alcohol related;

**Whereas,** the City protest stands based on the opposition of the people of Bethel, regardless of the presence or lack thereof of Bethel municipal Code or State Statute violations;

**NOW, THEREFORE, BE IT RESOLVED** the Bethel City Council does hereby protest the application for the above identified package store license and requires the City Clerk to send this resolution to the Alcohol Beverage Control Board by June 5, 2015.

**ENACTED THIS 28th DAY OF APRIL 2015, BY A VOTE OF 4 IN FAVOR AND 3 OPPOSED.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

\_\_\_\_\_  
Lori Strickler, City Clerk



THE STATE  
of **ALASKA**

GOVERNOR BILLY WALKER

**Department of Commerce, Community,  
and Economic Development**

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

April 6, 2015

City of Bethel  
Attn: Lori Strickler, City Clerk  
VIA Email: [lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

**Bethel Spirits, LLC – Package Store License #5385 DBA Bethel Spirits**

- New Application       Transfer of Ownership       Transfer of Location
- Restaurant Designation Permit       DBA Name Change

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board and the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



Jane Sawyer

*Business Registration Examiner*

[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)

907-269-0359

State of Alaska  
Alcoholic Beverage Control Board

Date of Notice: April 6, 2015

Application Type: **NEW**  \_\_\_\_\_

\_\_\_\_\_ **TRANSFER**  
 \_\_\_\_\_ Ownership  
 \_\_\_\_\_ Location  
 \_\_\_\_\_ Name Change

Governing Body: **City of Bethel**  
 Community Councils: none

License #: 5385  
 D.B.A.: Bethel Spirits  
 Licensee/Applicant: Bethel Spirits, LLC  
 Physical Location: 905 Chief Eddie Hoffman Hwy., Ste. B, Bethel, AK 99559  
 Mailing Address: PO Box 719, Bethel, AK 99559  
 Telephone #: 907-543-2124  
 FIN: 47-3593985

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
Anastasia Hoffman	PO Box 719 Bethel, AK 99559	907-543-2124	03/02/2015	yes

*Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.*

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
Bethel Native Corporation	N/A	PO Box 719 Bethel, AK 99559	907-543-2124	100%

If **transfer** application, current license information:

Current D.B.A.:  
 Current Licensee:  
 Current Location:

Additional comments:

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is “arbitrary, capricious and unreasonable”. Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

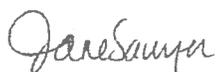
Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



Jane Sawyer

Business Registration Examiner

[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)

907-269-0359

## New Liquor License

License is:       Full Year                      OR                       Seasonal      List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
<i>Office Use:</i> License Year: <u>2015/2016</u>	License Type: Package store license	Statute Reference Sec. 04.11.150	License Fee:     \$1,500.00 Filing Fee:       \$100.00 Rest. Desig. Permit Fee:               \$ N/A
<i>Office Use:</i> License #: <u>5385</u>			Fingerprint:     \$49.75 (\$49.75 per person)
Local Governing Body: (City, Borough or Unorganized) City of Bethel	Community Council Name(s) & Mailing Address: Bethel City Council P.O. Box 1388 Bethel, AK 99559		<b>TOTAL</b> <u>\$1,649.75</u>
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Bethel Spirits LLC	Doing Business As (Business Name): Bethel Spirits	Business Telephone Number: (907) 543-2124  Fax Number: (907) 543-2897	
Mailing Address: P.O. Box 719	Street Address or Location of Premises: 905 Chief Eddie Hoffman Highway, Suite B Bethel, AK 99559	Email Address: ahoffman@bncak.com	
City, State, Zip: Bethel, AK 99559			
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds. .8 miles Ayaprun / 445.5 ft BYF	<i>Distance measured under:</i> <input type="checkbox"/> AS 04.11.410                      OR <input checked="" type="checkbox"/> Local ordinance No. <u>5.08.011</u>	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: .7 miles	<i>Distance measured under:</i> <input type="checkbox"/> AS 04.11.410                      OR <input checked="" type="checkbox"/> Local ordinance No. <u>5.08.011</u>		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

## New Liquor License

### SECTION C – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

Yes  No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes  No If Yes, attach written explanation.

### SECTION D – OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): Bethel Spirits LLC		Telephone Number: (907) 543-2124	Fax Number: (907) 543-2897
Corporate Mailing Address: P.O. Box 719	City: Bethel	State: AK	Zip Code: 99559
Name, Mailing Address and Telephone Number of Registered Agent: P.O. Box 719, Bethel, AK 99559		Date of Incorporation OR Certification with DCED: 3/2/2015	State of Incorporation: Alaska

Is the Entity in "Good Standing" with the Alaska Division of Corporations?  Yes  No  
 If no, attach written explanation. Your entity *must* be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.

#### Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Bethel Native Corporation	Member	100	P.O. Box 719, Bethel, AK 99559	(907) 543-2124	N/A
Anastasia Hoffman	Manager		P.O. Box 719 Bethel AK 99559	(907) 543-2350	

NOTE: If you need additional space, please attach a separate sheet.

STATE OF ALASKA  
ALCOHOL BEVERAGE CONTROL BOARD  
Licensed Premises Diagram

**INSTRUCTIONS:** Draw a detailed floor plan of your present or proposed licensed premises on the graph below; show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DBA: Bethel Spirits LLC

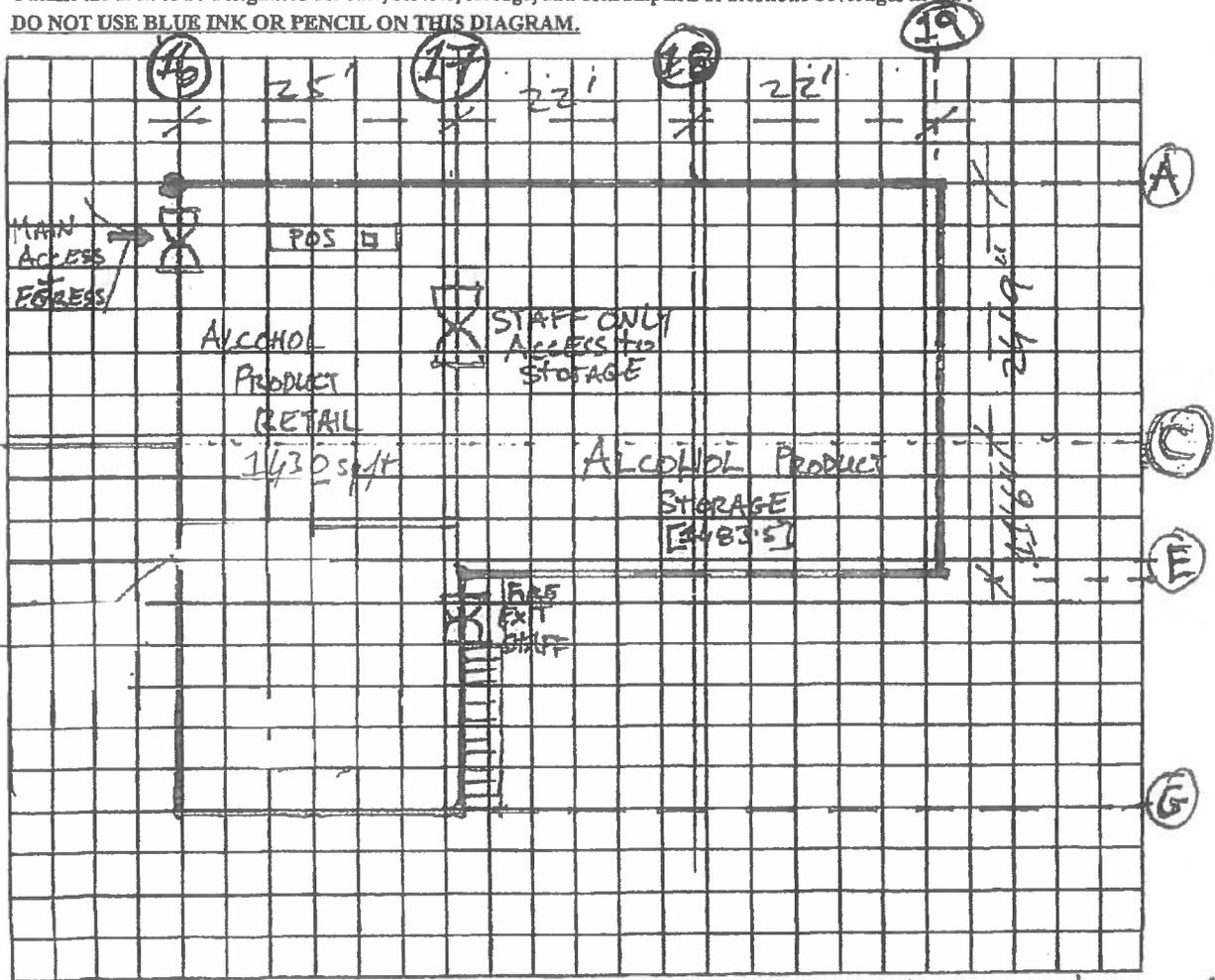
PREMISES LOCATION: 905 Chief EDDIE HOFFMAN HWY, BETHEL, AK.  
(SUITE B)

Indicate scale by x after appropriate statement or show length and width of premises.

SCALE A: (X) 1 SQ. = 4 FT.      SCALE B: \_\_\_\_\_ 1 SQ. = 1 FT.

Length and width of premises in feet:

Outline the area to be designated for sale, service, storage, and consumption of alcoholic beverages in red. **DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.**



A P SALES : 1430 sq ft      A P STORAGE : 1483 sq ft

Revised 6/16/06

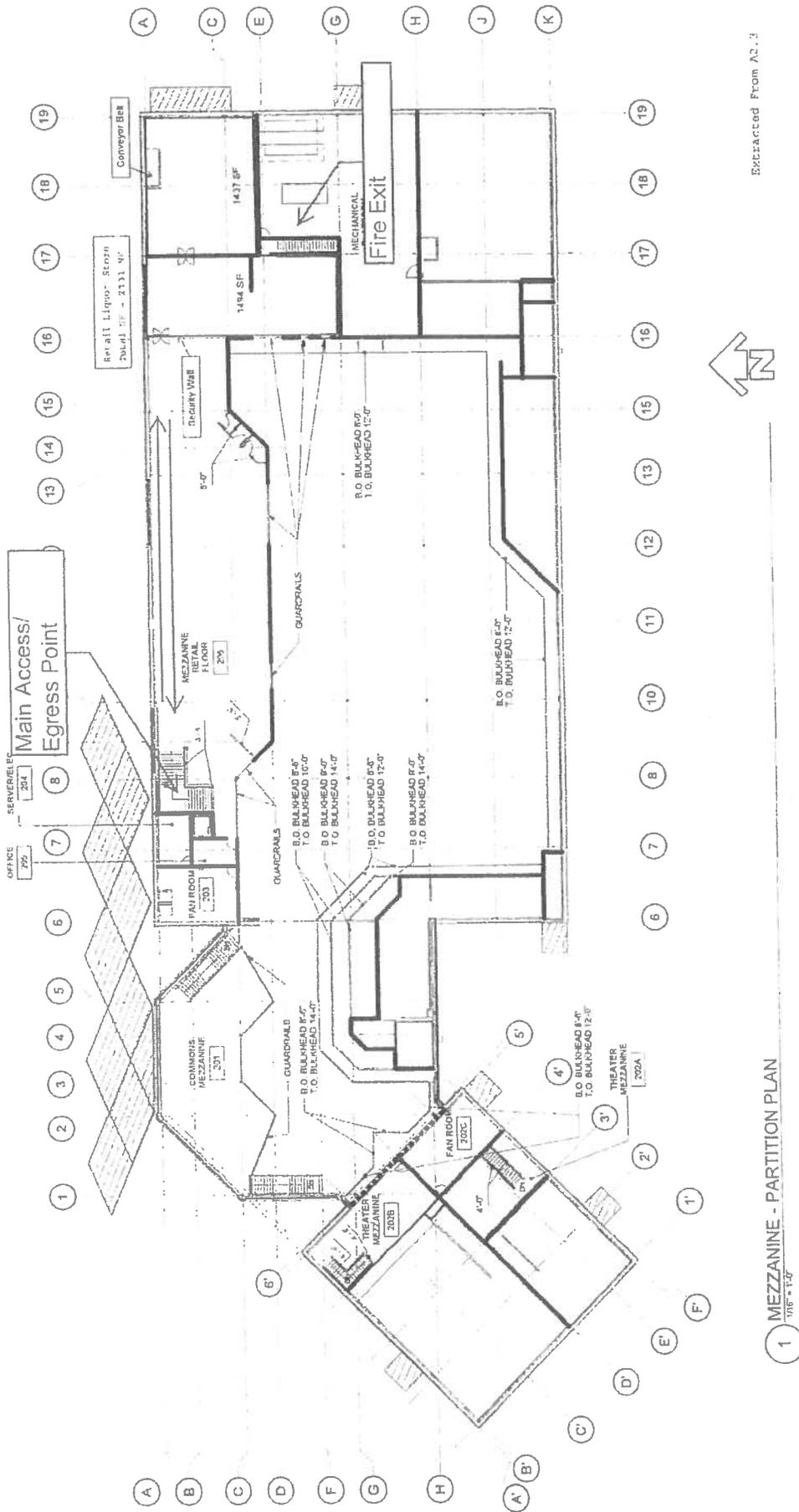
## New Liquor License

SECTION E – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)			
Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)			
Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:
Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:

Declaration
<ul style="list-style-type: none"> <li>I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.</li> <li>I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.</li> <li>I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.</li> <li>I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.</li> </ul>

Signature of Licensee(s) Signature	Signature of Licensee(s) Signature
Name & Title (Please Print) <i>President/CEO of BNC sole member Bethel Spirits LLC</i> <i>Anastasia Hoffman</i>	Name & Title (Please Print)
Subscribed and sworn to before me this <i>20<sup>th</sup></i> day of <i>March</i> , <i>2015</i>	Subscribed and sworn to before me this _____ day of _____, _____
Notary Public in and for the State of <i>Alaska</i> <i>9/27/2017</i>	Notary Public in and for the State of _____
My commission expires:	My commission expires:





Extracted From A2.3

1 MEZZANINE - PARTITION PLAN  
1/16" = 1'-0"

Introduced by: Council Member Herman  
Date: April 28, 2015  
Action: Passed  
Vote: 6-1

## *CITY OF BETHEL, ALASKA*

### **Resolution # 15-09**

**PROTESTING THE ISSUANCE OF A PACKAGE STORE LICENSE TO  
ALASKA COMMERCIAL COMPANY AC VALUE CENTER  
OWNED BY NORTH WEST COMPANY INTERNATIONAL INC.;  
LICENSE ID #5388, LOCATED AT 135 RIDGECREST DRIVE, BETHEL, ALASKA**

**Whereas,** the results of the Special Election held January 19, 2010 indicate that 287 voters favor and 498 oppose the issuance of package store liquor licenses in the community;

**Whereas,** the Alaska Commercial Store is located directly across the street from the Pentecostal Church where religious services are regularly conducted;

**Whereas,** Alaska Statute 04.11.410 prohibits the operation of a package store within 200 feet of a church building as measured by the shortest pedestrian route from the outer boundaries to the public entrance of the church;

**Whereas,** Bethel Municipal Code 5.08.011 prohibits a package store within 300 feet of church buildings, measured by the most direct route of travel on the ground, from the main parking lot entrance of the establishment in a straight line, regardless of obstructions to the nearest public sidewalk, walkway, street, road or highway by the nearest route, to the main entrance of the church building;

**Whereas,** the main parking lot entrance of the proposed package store is 102 feet from the entrance of the main entrance of the Pentecostal Church;

**Whereas,** at the March 24, 2015 Bethel City Council meeting, 43 people provided public testimony on potential sales of alcoholic beverages in the community, and 37 people spoke in opposition;

**Whereas,** in 2014 the Bethel Fire Department Emergency Medical Services Unit reported a majority of the calls for service were for individuals under the influence of alcohol;

Introduced by: Council Member Herman  
Date: April 28, 2015  
Action: Passed  
Vote: 6-1

**Whereas**, Police Department figures for 2014 show the number of calls for "Intoxicated Pedestrians" to be 3,198 out of a total of 9,844 calls for the year, representing 32.49% of the total calls received by the department;

**Whereas**, the Police Dispatch Center reported a majority of their calls for service were alcohol related;

**Whereas**, the City protest stands based on the opposition of the people of Bethel, regardless of the presence or lack thereof of Bethel municipal Code or State Statute violations;

**NOW, THEREFORE, BE IT RESOLVED** by the Bethel City Council for the reasons set forth above, the City of Bethel does hereby protest the application for the above identified package store liquor license and requires the City Clerk to send this resolution to the Alcohol Beverage Control Board before July 16, 2015.

**ENACTED THIS 24 DAY OF APRIL 2015, BY A VOTE OF 6 IN FAVOR AND 1 OPPOSED.**

---

Richard Robb, Mayor

ATTEST:

---

Lori Strickler, City Clerk



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

April 17, 2015

Lori Stickler VIA EMAIL: lstickler@cityofbethel.net

**The North West Company (International), Inc. d.b.a. Alaska Commercial Company— License #5388**

- New Application       Transfer of Ownership       Transfer of Location  
 Restaurant Designation Permit       DBA Name Change

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

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Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.



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



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**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.



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

Alcoholic Beverage Control Board  
 2400 Viking Drive  
 Anchorage, AK 99501

## New Liquor License

(907) 269-0350  
 Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is:     Full Year                      OR                       Seasonal    List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
<i>Office Use:</i> License Year: _____	License Type: <b>PACKAGE STORE</b>	Statute Reference Sec. 04.11.150	License Fee:    \$1,500.00 Filing Fee:       \$100.00 Rest. Desig. Permit Fee:       \$
<i>Office Use:</i> License #: _____			Fingerprint:       \$ (\$49.75 per person)
Local Governing Body: (City, Borough or Unorganized) <b>BETHEL</b>	Community Council Name(s) & Mailing Address: N/A		<b>TOTAL            \$1,600.00</b>
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <b>THE NORTH WEST COMPANY            (INTERNATIONAL) INC.</b>	Doing Business As (Business Name): <b>ALASKA COMMERCIAL COMPANY</b>		Business Telephone Number: <b>(204) 934-1756            (204) 934-1705</b> Fax Number: <b>(204) 934-1317</b>
Mailing Address: <b>77 MAIN STREET            ATTENTION: LEGAL DEPARTMENT</b>	Street Address or Location of Premises: <b>135 RIDGECREST DRIVE            BETHEL, ALASKA 99559</b>		Email Address: <b>license@northwest.ca</b>
City, State, Zip: <b>WINNIPEG, MANITOBA R3C 2R1            CANADA</b>			
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: <b>AKIACHAK SCHOOL            .5 miles</b>	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410        OR <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Not applicable	
Distance to closest church: <b>UNITED PENTECOSTAL CHURCH            223 feet</b>	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410        OR <input type="checkbox"/> Local ordinance No. _____		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building			

## New Liquor License

### SECTION C – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

Yes  No If Yes, complete the following. Attach additional sheets if necessary.

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

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes  No If Yes, attach written explanation.

### SECTION D – OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an individual ownership) <b>THE NORTH WEST COMPANY (INTERNATIONAL) INC.</b>		Telephone Number <b>(204) 934-1756</b>	Fax Number <b>(204) 934-1317</b>
Corporate Mailing Address <b>77 MAIN STREET</b>	City <b>WINNIPEG</b>	State <b>MANITOBA</b>	Zip Code <b>R3C 2R1</b>
Name, Mailing Address and Telephone Number of Registered Agent <b>JOHN SEDOR 500 L STREET, SUITE 500, ANCHORAGE, ALASKA 99501</b>		Date of Incorporation OR Certification with DCED <b>DECEMBER 16, 2008</b>	State of Incorporation <b>DELAWARE</b>
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)					
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
<b>NWC (U.S.) HOLDINGS INC.</b>		<b>100</b>	<b>550 WEST 64<sup>TH</sup> AVENUE, SUITE 200 ANCHORAGE, ALASKA 99518-1720</b>	<b>(204) 934-1756</b>	
<b>WALTER E. PICKETT</b>	<b>VP</b>		<b>19211 UPPER SKYLINE DRIVE EAGLE RIVER, ALASKA 99577-7936</b>	<b>(907) 273-4642</b>	<b>NOV 27, 1960</b>
	<b>&amp;</b>			<b>(907) 440-0610</b>	
	<b>GENERAL MANAGER</b>				

**NOTE: If you need additional space, please attach a separate sheet.**

## New Liquor License

### SECTION E – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

**Individual Licensees/Affiliates** (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

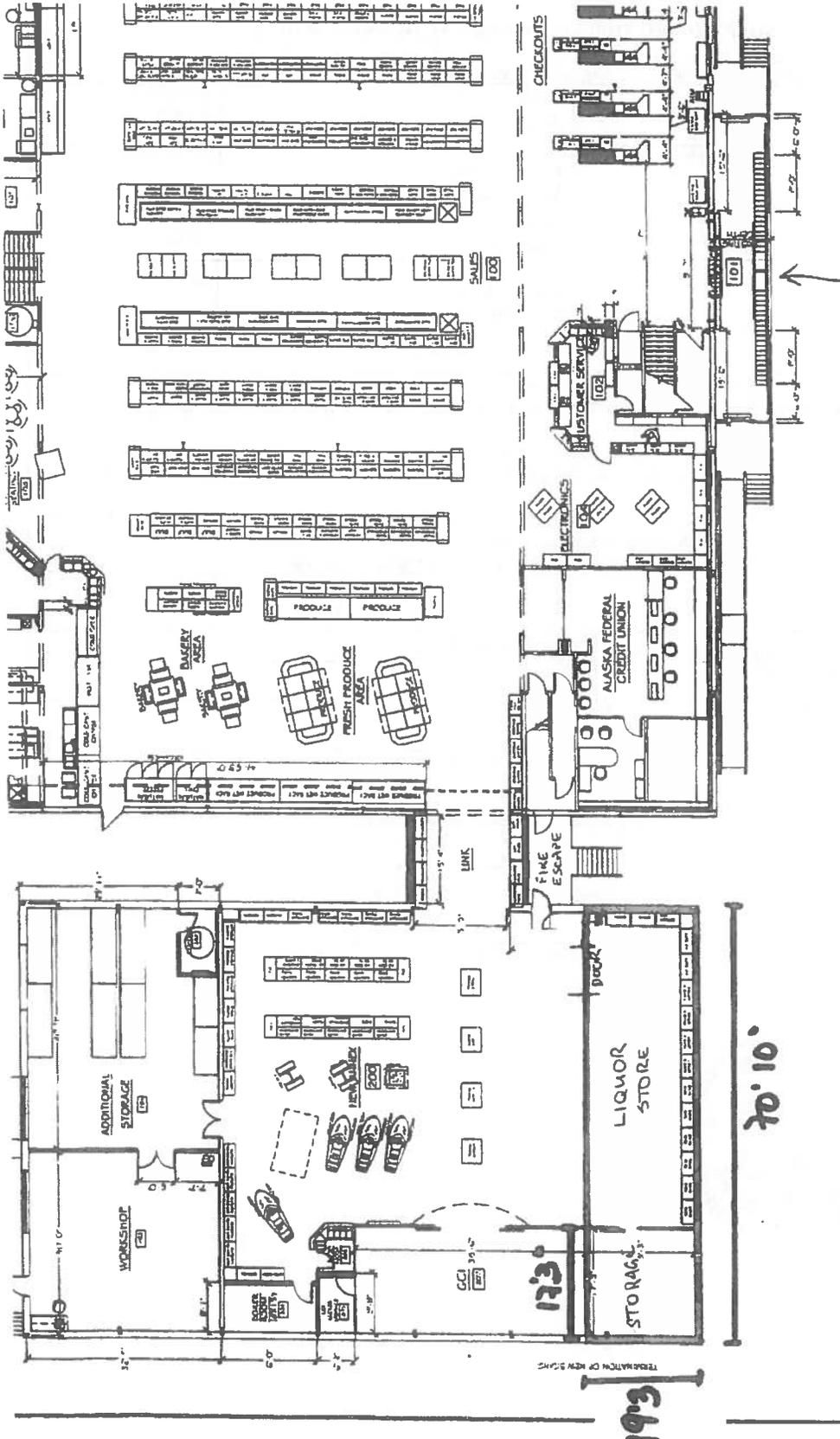
Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:
Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:

#### Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

<b>Signature of Licensee(s)</b> Signature  Signature <i>Walter E. Pickett</i>  Name & Title (Please Print) <b>Walter E. Pickett</b> <b>Vice President &amp; General Manager, Alaska Commercial Company</b> Subscribed and sworn to before me this <i>19</i> day of <i>mar</i> , <i>2015</i> Notary Public in and for the State of <u>ALASKA</u> <i>[Signature]</i> My commission expires: <i>mar 24 2018</i>	<b>Signature of Licensee(s)</b> Signature  Signature  Name & Title (Please Print)  Subscribed and sworn to before me this day of Notary Public in and for the State of _____  My commission expires
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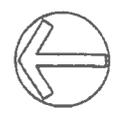


ENTRANCE

MERCHANDISING PLAN - 2014

SCALE 3/32" = 1'-0"

NORTH



135 Ridgcrest Drive  
Bethel, Alaska

LICENSED PREMISES DIAGRAM

# **Unfinished Business**

Introduced by: City Manager Capela  
Date: May 26, 2015  
Public Hearing: June 9, 2015  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #15-13**

#### **AN ORDINANCE APPROVING THE ACQUISITION OF PROPERTY IN ACCORDANCE WITH 4.08.020, PROPERTY DESCRIBED AS 1556 SQUARE FEET OF OFFICE SPACE AT THE BRAUND BUILDING (COURTHOUSE BUILDING)**

**WHEREAS**, in accordance with BMC 4.08.020 the City Council may acquire any interest in real property enacted by ordinance by a majority vote of the City Council;

**WHEREAS** in My 23, 2000 the City of Bethel entered into a lease agreement with the State of Alaska, Department of Law and Department of Corrections;

**WHEREAS**, the lease expires May 31, 2015;

**WHEREAS**, the State of Alaska gave timely notice of its intent to vacate the space currently occupied by the Department of Corrections;

**NOW, THEREFORE BE IT ORDAINED**, the City Council hereby authorizes the Acquisition of the vacant office space properly described as 1,556 square feet of office space located in the Braund Building (otherwise known as the adult probation department office at the courthouse building).

**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.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA,  
THIS 9<sup>th</sup> DAY OF JUNE 2015, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

Introduced by: City Manager Capela  
Date: May 26, 2015  
Public Hearing: June 9, 2015  
Action:  
Vote:

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

Introduced by: Manager Ann K. Capela  
 Introduction Date: June 3, 2015  
 Public Hearing: June 9, 2015  
 Action:  
 Vote:

## *CITY OF BETHEL, ALASKA*

### **ORDINANCE # 15-14**

#### **AN ORDINANCE ESTABLISHING A CITY OF BETHEL BUDGET FOR FISCAL YEAR 2016 BEGINNING JULY 1, 2015**

**Be it Ordained** by the City Council of Bethel as follows:

**Section 1.** That Ordinance 15-14, a non-code ordinance, establishes a City of Bethel Annual Budget for fiscal year 2016.

**Section 2.** There is hereby appropriated out of the revenues of the City of Bethel, for the fiscal year beginning July 1, 2015, the sum of \$28,425,559, which sum is deemed by Council to be necessary to defray all expenditures of the City during said budget year to be divided and appropriated in accordance with the attached budget proposal as follows:

**General Fund - Operating**

City Administration	\$718,649
City Clerk & Council	221,539
Finance Department	1,112,304
Planning Department	315,674
Information Technology Services	604,576
City Attorney	255,803
Fire Department	1,119,070
Police Department	3,050,516
Public Works-Administration	164,948
Streets & Roads	1,359,223
Property Maintenance	765,781
Parks & Recreation	377,562
Community Services	186,220
In-Kind & Transfers	416,541
Indirect Cost Recovery	(648,910)
	\$10,019,496

**TOTAL GENERAL FUND - OPERATING**

\$10,019,496

**General Fund - Projects**

City Administration	\$0
City Clerk & Council	0
Finance Department	0
Planning Department	0
Information Technology Services	0
City Attorney's Office	0
Fire Department	0
Police Department	0
Public Works-Administration	0
Streets & Roads	603,000
Property Maintenance	12,000
Parks & Recreation	0
Community Services	5,000
In-kind & Transfers	0
	0

<b>TOTAL GENERAL FUND - PROJECTS</b>	\$620,000
<b>General Fund - Capital Expenditures</b>	
City Administration	\$0
City Clerk & Council	0
Finance Department	0
Planning Department	0
Information Technology Services	10,000
City Attorney's Office	0
Fire Department	40,000
Police Department	0
Public Works-Administration	0
Streets & Roads	0
Property Maintenance	10,000
Parks & Recreation	0
Community Services	0
In-kind & Transfers	0
<b>TOTAL GENERAL FUND - CAPITAL EXP.</b>	<b>\$60,000</b>
<b>General Fund - Xfer for Capital Projects</b>	
In-kind & Transfers	\$570,833
<b>TOTAL GENERAL FUND - XFER FOR CAPITAL PROJ.</b>	<b>\$570,833</b>
<b>TOTAL GENERAL FUND</b>	<b>\$11,270,329</b>
<b>Special Revenue Funds</b>	
E-911 Services	316,581
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$316,581</b>
<b>Capital Project Funds</b>	
Land Planning and Development	\$0
Park Development Fund	73,277
Bethel Multi-Use Recreational Facility	-
Public Safety Building	0
Port Office Fund	500,000
Port Multi-Facility Improvements Fund	0
Fleet Replacement Fund	535,000
<b>TOTAL CAPITAL PROJECT FUNDS</b>	<b>\$1,108,277</b>
<b>Enterprise Fund-YK Regional Health &amp; Aquatic Center</b>	
Swimming Pool	\$1,648,777
<b>TOTAL ENTERPRISE FUND-YK Regional Pool</b>	<b>\$1,648,777</b>
<b>Enterprise Fund-Solid Waste</b>	
Hauled Refuse	\$352,428
Landfill Operations	430,092
Recycling	129,006

Transfers Out	35,000
<b>TOTAL ENTERPRISE FUND-SOLID WASTE</b>	<b>\$946,526</b>
<b>Enterprise Fund-Water &amp; Sewer</b>	
Utility Billing	\$163,908
Hauled Water	1,696,126
Hauled Sewer	1,600,997
Piped Water	457,437
Piped Sewer	797,709
Water Treatment - BH	874,751
Water Treatment - CS	776,917
Sewer Lagoon	143,694
Projects	225,000
Indirect Cost Recovery	(21,006)
Transfers Out	70,000
<b>TOTAL ENTERPRISE FUND-WATER &amp; SEWER</b>	<b>\$6,785,533</b>
<b>Enterprise Fund-Port</b>	
Municipal Dock-Operating	\$533,612
Municipal Dock-Small Boat Harbor	\$167,282
Projects	155,000
Capital Outlay	25,000
Transfers Out	300,000
<b>TOTAL ENTERPRISE FUND - PORT</b>	<b>\$1,180,894</b>
<b>Enterprise Fund-Leased Properties</b>	
Court Complex	\$729,347
Other Leased Properties	23,900
Projects	0
Capital Outlay	40,000
Transfers Out	0
<b>TOTAL ENTERPRISE FUND-LEASED PROPERTIES</b>	<b>\$793,247</b>
<b>Enterprise Fund-Bethel Public Transit System</b>	
Transit System	\$417,416
Capital Outlay	63,000
<b>TOTAL ENTERPRISE FUND-TRANSIT SYSTEM</b>	<b>\$480,416</b>
<b>Internal Svc Fund-Employee Group Health Benefits</b>	
Employee Group Health Benefits	\$2,671,129
Capital Outlay	0
<b>TOTAL INTERNAL SVC FUND-EMP GROUP HEALTH</b>	<b>\$2,671,129</b>
<b>Internal Svc Fund-Vehicle &amp; Equipment Maint.</b>	
Vehicle & Equipment Maintenance	\$1,220,350
Capital Outlay	0
<b>TOTAL INTERNAL SVC FUND-VEHICLE &amp; EQUIP</b>	<b>\$1,220,350</b>

**Endowment Fund**  
Transfers Out

\$3,500

**TOTAL ENDOWMENT FUND**

**\$3,500**

**Section 3.** That the FY2016 budget is adopted for a period of one (1) year, that being from July 1, 2015 to June 30, 2016.

**ENACTED THIS \_\_\_\_\_ DAY OF JUNE 2015, BY A VOTE OF**

ATTEST:

\_\_\_\_\_  
Richard Robb, Mayor

\_\_\_\_\_  
Lori Strickler, City Clerk

Introduced by: Council Member Herman  
Date: May 26, 2015  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Resolution # 15-11**

#### **A RESOLUTION BY THE BETHEL CITY COUNCIL SUPPORTING THE EFFORT TO CHANGE THE NAME OF THE "WADE HAMPTON CENSUS AREA" TO A LOCALLY RELEVANT NAME**

**Whereas**, the Census Area covering parts of the Yukon-Kuskokwim Delta is called the "Wade Hampton Census Area";

**Whereas**, Wade Hampton was a Confederate General;

**Whereas**, Wade Hampton is not from Alaska and has no connection to Alaska, let alone the area that bears his name;

**Whereas**, the names of Census Areas should reflect the people and place they represent;

**Whereas**, all that is needed to change the name is a letter from the state and the state is most likely to respond to public pressure;

**Whereas**, the City of Bethel wishes to express solidarity with its fellow Yukon-Kuskokwim Delta residents who are advocating for a name change;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Bethel City Council does hereby support changing the name of the "Wade Hampton Census Area" to a locally relevant name.

**ENACTED THIS 9<sup>th</sup> DAY OF JUNE 2015, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

# City of Bethel Action Memorandum

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

**SUBJECT/ACTION:**

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

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

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

**Summary:**

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

## TRANSPORTATION AGREEMENT

(MOTOR - WATER CARRIER)  
2015-481

1. **Basic Agreement:** Alaska Marine Lines, Inc. (Carrier) and City of Bethel (Shipper) agree to the rates and terms of service set forth on Exhibit(s) A hereto, and pursuant to 49 U.S.C. §14101(b) expressly waive any other rates, which may be to the contrary.
2. **Authority:** The individual executing this agreement for Shipper represents and warrants that he/she is authorized to execute this agreement for Shipper as well as the owner, consignee and all other persons/entities claiming by, through or with respect to the goods.
3. **Governing Law:** This agreement shall be governed by the general maritime law of the United States to the extent applicable and otherwise by the laws of the state of Alaska. The parties submit to the exclusive jurisdiction of the U.S. District Court located in Anchorage, Alaska with respect to any litigation arising out of this agreement, with the substantially prevailing party entitled to recover its reasonable legal fees and costs.
4. **Execution:** This agreement is not effective unless it is signed by both parties. This agreement may be executed in counterparts; either by facsimile or original signature, with each counterpart deemed an original and all counterparts constituting the same agreement whether or not the signatures of both parties appear on any single counterpart.
5. **Integration:** Exhibit(s) A as well as Carrier's Surface Transportation Board tariff (available at [www.lynden.com/aml/100terms.htm](http://www.lynden.com/aml/100terms.htm)) and the bill of lading published therein, which shall be deemed to have been issued, are fully incorporated into this agreement by reference; in the event of any conflict, the terms and conditions of this agreement and Exhibit A shall prevail over those of Carrier's tariff or bill of lading. This constitutes the entire agreement between the parties, and shall supersede all previous and contemporaneous communications or agreements whether oral or written. No modification of this agreement shall be effective unless signed by both parties.
6. **Assignment:** Neither party may assign this Contract, or any right hereunder, without the consent of the other party. Such consent may be withheld at the sole discretion of the non-assigning party.
7. **Method of Payment:** Rates in this agreement shall only apply when payment is made by check.

Dated this 28th of May 2015

**CARRIER:**

ALASKA MARINE LINES, INC.

**SHIPPER:**

City of Bethel

\_\_\_\_\_  
*Authorized Signature*

David G. Curtis - Vice President, Pricing

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Printed Name and Title*



Alaska Marine Lines, Inc.  
 5615 W. Marginal Way S.W.  
 Seattle, WA 98124  
 (800) 950-4265

**TRANSPORTATION AGREEMENT 2015-481, EXHIBIT A**  
**Rates and terms of service**

ACCOUNT: **City of Bethel**

PORT OF LOADING: ANC	PORT OF DISCHARGE:	<b>BET</b>
<b>COMMODITY</b>		<b>RATE</b>
<b>Automobiles, P/U Trucks, Vans, Not Exceeding 84" wide nor 90" H and</b>		
I. Not Exceeding 19' L . . . . .		2,520.35
II. Exceeding 19' L, but not exceeding 20' L . . . . .		3,023.85
III. Exceeding 20' L, but not exceeding 22' L . . . . .		4,369.05

- The following articles may NOT be shipped under the provisions of this Item: Hazardous Materials, Items of Extraordinary Value, Goods shipped for sale or speculation, or Firearms.
- If through no fault of the Carrier, the vehicle is inoperable, a charge will be assessed for loading and off-loading as specified in Carrier's tariff.
- Carrier has the option to load vehicles to closed containers, platforms, or loose to barge. Carrier will not be liable for any damage due to weather, Viz.: water, ice, salt, wind or acts of God.
- Autos may not exceed the Gross Vehicle Weight Rating (GVWR) as specified by the manufacturer.

<b>Vehicles &amp; Equipment, not subject to over-length per note 11</b>	
Rate in dollars per linear foot . . . . .	252.80

- Rates do not include pick up or delivery.
- Off road vehicles, not D.O.T. approved for Highway use, exceeding 8'6" wide, refer to Machinery item.
- If through no fault of Carrier, the vehicle is inoperable, a charge will be assessed as specified in tariff STB AKMR 100, series, Rule 987.

PORT OF LOADING: SEATTLE, WA	PORT OF DISCHARGE:	<b>BET</b>
<b>COMMODITY</b>		<b>RATE</b>
<b>Aggregate Materials, Cement &amp; Related Articles</b>		
LCL . . . . .		26.86
20' Container (Min. 20,000 Lbs.) . . . . .		22.33
20' Container (Min. 24,000 Lbs.) . . . . .		19.12
20' Container (Min. 40,000 Lbs.) . . . . .		12.69

<b>Anti-Freeze</b>		
LCL . . . . .		36.19
20' Container (Min. 20,000 Lbs.) . . . . .		21.29
20' Container (Min. 24,000 Lbs.) . . . . .		18.62
20' Container (Min. 32,000 Lbs.) . . . . .		15.30

<b>Automobile Parts</b>		
LCL . . . . .		35.17
20' Container (Min. 18,000 Lbs.) . . . . .		24.42
20' Container (Min. 24,000 Lbs.) . . . . .		20.34
20' Container (Min. 32,000 Lbs.) . . . . .		15.61

<b>Automobiles, P/U Trucks, Vans, Not Exceeding 84" wide nor 90" H and</b>		
I. Not Exceeding 19' L . . . . .		2,775.90
II. Exceeding 19' L, but not exceeding 20' L . . . . .		3,325.95
III. Exceeding 20' L, but not exceeding 22' L . . . . .		4,806.05

**TRANSPORTATION AGREEMENT 2015-481, EXHIBIT A**

**Rates and terms of service**

PORT OF LOADING: SEATTLE, WA	PORT OF DISCHARGE:	<b>BET</b>
------------------------------	--------------------	------------

<b>COMMODITY</b>	<b>RATE</b>
------------------	-------------

<b>Automobiles, P/U Trucks, Vans, Not Exceeding 84" wide nor 90" H and</b>	
<ol style="list-style-type: none"> <li>1. The following articles may NOT be shipped under the provisions of this Item: Hazardous Materials, Items of Extraordinary Value, Goods shipped for sale or speculation, or Firearms.</li> <li>2. If through no fault of the Carrier, the vehicle is inoperable, a charge will be assessed for loading and off-loading as specified in Carrier's tariff.</li> <li>3. Carrier has the option to load vehicles to closed containers, platforms, or loose to barge. Carrier will not be liable for any damage due to weather, Viz.: water, ice, salt, wind or acts of God.</li> <li>4. Autos may not exceed the Gross Vehicle Weight Rating (GVWR) as specified by the manufacturer.</li> </ol>	

<b>Building Materials, NOS</b>	
<i>SECTION I: Less than container-load freight</i>	
LCL .....	67.27
<ol style="list-style-type: none"> <li>1. LCL rates do not apply to commodities listed in this item classified as Class 110 or higher in the NMFC, or to commodities having a more specific Commodity Item in this tariff. Apply applicable Class or Commodity rates for those items.</li> </ol>	
<i>SECTION II: CONTAINERIZED CARGO: Applies to commodities that are loaded to closed containers only.</i>	
20' Container (Min. 10,000 Lbs.) .....	48.00
20' Container (Min. 18,000 Lbs.) .....	27.94
20' Container (Min. 24,000 Lbs.) .....	21.66
20' Container (Min. 34,000 Lbs.) .....	16.14
<ol style="list-style-type: none"> <li>1. Rates in Section II <b>WILL NOT</b> apply when there is a more specific commodity item in this tariff that names CL rates.</li> </ol>	
<i>SECTION III: PLATFORM CARGO: SHIPPER LOADED PLATFORMS ONLY (1-2)</i>	
20' Flat (Min. 30,000 Lbs.) .....	16.92
20' Flat (Min. 36,000 Lbs.) .....	14.86
<ol style="list-style-type: none"> <li>1. Rates in Section III apply to freight Shipper loaded and secured to Carrier's platforms only.</li> <li>2. Rates in Section III of this item do not apply to freight tendered break bulk to Carrier's Terminal. Freight tendered break bulk will be subject to rates named in more specific Commodity Rates, or if a Commodity rate is not named, Section I Class Rates will apply.</li> </ol>	

1. Rates in Section II and III also apply on accompanying freight not having a more specific item named in this tariff, providing weight of such accompanying freight does not exceed 10% of the total weight of the shipment.

<b>Class Rates</b>	
Class 50 - 55 - 60 .....	47.77
Subject to a minimum charge per cubic foot .....	6.48
Class 65 - 70 .....	54.20
Subject to a minimum charge per cubic foot .....	6.48
Class 77.5 .....	64.32
Subject to a minimum charge per cubic foot .....	6.48
Class 85 .....	64.32
Subject to a minimum charge per cubic foot .....	6.48
Class 92.5 .....	74.54
Subject to a minimum charge per cubic foot .....	6.48
Class 100 .....	74.54
Subject to a minimum charge per cubic foot .....	6.48
Class 110 .....	81.98
Subject to a minimum charge per cubic foot .....	6.48
Class 125 .....	93.18
Subject to a minimum charge per cubic foot .....	6.48
Class 150 .....	111.84

**TRANSPORTATION AGREEMENT 2015-481, EXHIBIT A**

**Rates and terms of service**

PORT OF LOADING: SEATTLE, WA

PORT OF DISCHARGE:

**BET**

**COMMODITY**

**RATE**

**Class Rates**

Subject to a minimum charge per cubic foot . . . . .	6.48
Class 175 . . . . .	130.46
Subject to a minimum charge per cubic foot . . . . .	6.48
Class 200 . . . . .	149.11
Subject to a minimum charge per cubic foot . . . . .	6.48
Class 250 . . . . .	186.38
Subject to a minimum charge per cubic foot . . . . .	6.48
Class 300 . . . . .	223.62
Subject to a minimum charge per cubic foot . . . . .	6.48
Class 400 . . . . .	298.19
Subject to a minimum charge per cubic foot . . . . .	6.48
Class 500 . . . . .	372.90
Subject to a minimum charge per cubic foot . . . . .	6.48

**Freight NOS**

20' Container (Min. 6,000 Lbs.) . . . . .	79.39
20' Container (Min. 16,000 Lbs.) . . . . .	34.49
20' Container (Min. 18,000 Lbs.) . . . . .	31.50
20' Container (Min. 24,000 Lbs.) . . . . .	25.51
20' Container (Min. 36,000 Lbs.) . . . . .	19.52
20' Container (Min. 40,000 Lbs.) . . . . .	18.34

1. Rates named in this Item will not apply on commodities in bulk, commodities which will injure or contaminate the rest of the lading or freight requiring refrigeration.
2. Shipper must itemize contents and weight of lading.
3. Shipments must be pre-booked and reference made to this Item.

**Furniture**

LCL, Knocked Down (KD) . . . . .	95.72
LCL, Set Up (SU) . . . . .	114.59
20' Container (Min. 6,000 Lbs.) . . . . .	68.40
20' Container (Min. 12,000 Lbs.) . . . . .	37.14
20' Container (Min. 18,000 Lbs.) . . . . .	26.72
20' Container (Min. 20,000 Lbs.) . . . . .	24.62

**Gas, Liquid Petroleum, in Steel Cylinders**

LCL . . . . .	45.78
20' Container (Min. 18,000 Lbs.) . . . . .	34.99
20' Container (Min. 22,000 Lbs.) . . . . .	29.31
20' Container (Min. 34,000 Lbs.) . . . . .	18.99

1. See Rule 610 (Minimum Charge) and Rule 550 (Hazardous Cargo, Receipt of). When a shipment contains two (2) or more articles, which are prohibited by the DOT and U.S. Coast Guard regulations from being loaded or stored together, each part lot in the shipment will be considered a separate shipment even though tendered on a single bill of lading.
2. See Carrier's tariff for Southbound empty return cylinder rates.

**Groceries, Dry, NOS**

I. LCL, not exceeding 6 lbs per cubic foot . . . . .	34.06
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**TRANSPORTATION AGREEMENT 2015-481, EXHIBIT A**

**Rates and terms of service**

PORT OF LOADING: SEATTLE, WA	PORT OF DISCHARGE:	<b>BET</b>
<b>COMMODITY</b>		<b>RATE</b>
<b>Groceries, Dry, NOS</b>		
Subject to a minimum charge per cubic foot . . . . .		5.93
II. LCL, exceeding 6 lbs per cubic foot . . . . .		34.06
20' Container (Min. 18,000 Lbs.) . . . . .		26.61
20' Container (Min. 24,000 Lbs.) . . . . .		20.33
20' Container (Min. 36,000 Lbs.) . . . . .		14.06
1. Rates named herein will not apply on Commodities named in the NMFC but not described herein (except for Appliances and Insulating Materials) provided the weight of such Commodities loaded in each container does not exceed 10% (ten percent) of the total weight of the articles listed in Grocery item.		
<b>Iron &amp; Steel Articles</b>		
LCL (T) . . . . .		37.74
LCL (Min. 10,000 Lbs.) (T) . . . . .		25.29
Incoming Truckload (Min. 36,000 Lbs.) (T) . . . . .		15.38
1. Rates in this item apply to freight received at Carrier's terminal break bulk. Refer to Building Materials item for application of rates for Shipper loaded platforms.		
<b>Iron &amp; Steel Articles, Structural Fabricated</b>		
LCL (T) . . . . .		39.62
LCL (Min. 10,000 Lbs.) (T) . . . . .		26.55
Incoming Load (Min. 36,000 Lbs) (T) . . . . .		16.15
1. Rates in this item apply to freight received at Carrier's terminal break bulk. Refer to Building Materials item for application of rates for Shipper loaded platforms.		
<b>Machinery</b>		
<b>A. LCL</b>		
LCL . . . . .		45.28
Subject to a minimum charge per square foot . . . . .		35.42
<b>B. Container Loaded</b>		
20' Container . . . . .		5,524.00
<b>C. Platform Loaded (2 or More Pieces)</b>		
20' or 24' Platform (Min. 15,000 lbs) . . . . .		36.85
Subject to a minimum charge per square foot . . . . .		31.33
<b>D. Per Single Piece</b>		
(a) Min. Wt. Not Exceeding 14,999 lbs. (Rate per Square Foot) . . . . .		30.10
(b) Min. Wt. 15,000 lbs., Not Exceeding 21,999 lbs. (Rate per Square Foot) . . . . .		31.33
(c) Min. Wt. 22,000 lbs., Not Exceeding 39,999 lbs. (Rate per Square Foot) . . . . .		33.88
(d) Min. Wt. 40,000 lbs., Not Exceeding 50,000 lbs. (Rate per Square Foot) . . . . .		51.81
1. Square foot minimum rates are not subject to over dimension charges in Rule 670. Square foot minimum rates will apply when total charges using the square foot rates exceed charges using the cwt rate plus the over dimension charges in Rule 670.		
2. If two or more pieces are loaded and secured to Carrier's platform (Rule 520) the charges will be assessed on the total weight loaded to the platform and the dimensions of that platform. When pieces are delivered loose to Carrier, rates will be computed based on platform load or single piece rates, whichever creates the lesser charge.		
3. Square foot rates are in dollars and cents per square foot, and are not subject to over-length and over-width per Note 11.		
4. When cargo named herein moves in mixed container or platform loads with other commodities, the hundred weight in C above will apply.		
5. Single pieces of machinery exceeding 50,000 pounds will be considered on a case-by-case basis.		

**TRANSPORTATION AGREEMENT 2015-481, EXHIBIT A**

**Rates and terms of service**

PORT OF LOADING: SEATTLE, WA	PORT OF DISCHARGE:	<b>BET</b>
<b>COMMODITY</b>		<b>RATE</b>
<b>Machinery - Self Propelled</b>		
<i>A. LCL</i>		
LCL .....		45.28
Subject to a minimum charge per square foot .....		35.42
<i>B. Container Loaded</i>		
20' Container .....		5,524.00
<i>C. 2 or More Pieces:</i>		
20' or 24' Platform (Min. 15,000 lbs) .....		36.85
Subject to a minimum charge per square foot .....		31.33
<i>D. Per Single Piece</i>		
(a) Min. Wt. Not Exceeding 14,999 lbs (Rate per Square Foot) .....		30.10
(b) Min. 15,000 lbs, Not Exceeding 21,999 lbs (Rate per Square Foot) .....		31.33
(c) Min. 22,000 lbs, Not Exceeding 39,999 lbs (Rate per Square Foot) .....		33.88
(d) Min. 40,000 lbs, Not Exceeding 50,000 lbs (Rate per Square Foot) .....		51.81
<ol style="list-style-type: none"> <li>Square foot minimum rates are not subject to over dimension charges in Rule 670. Square foot minimum rates will apply when total charges using the square foot rates exceed charges using the cwt rate plus the over dimension charges in Rule 670.</li> <li>If two or more pieces are loaded and secured to Carrier's platform (Rule 520) the charges will be assessed on the total weight loaded to the platform and the dimensions of that platform. When pieces are delivered loose to Carrier, rates will be computed based on platform load or single piece rates, whichever creates the lesser charge.</li> <li>Square foot rates are in dollars and cents per square foot, and are not subject to over-length and over-width per Note 11.</li> <li>When cargo named herein moves in mixed container or platform loads with other commodities, the hundred weight in C above will apply.</li> <li>If through no fault of the Carrier, a self propelled piece of machinery is inoperable, a charge will be assessed as specified in Carrier's tariff.</li> <li>Single pieces of machinery exceeding 50,000 pounds will be considered on a case-by-case basis.</li> </ol>		
<b>Paint, Varnishes, Lacquers</b>		
LCL .....		31.90
<b>Petroleum/Oil Products</b>		
LCL .....		33.96
20' Container (Min. 20,000 Lbs.) .....		23.41
20' Container (Min. 32,000 Lbs.) .....		15.16
<b>Pipe, Cast or Wrought Iron, or Pipe Fittings</b>		
LCL (T) .....		39.62
LCL (Min. 10,000 Lbs.) (T) .....		26.55
Incoming Load (Min. 36,000)(T) .....		16.15
<b>Pipe, Culvert</b>		
LCL .....		6.18
Minimum 1,280 cubic feet .....		3.98
<ol style="list-style-type: none"> <li>Rates are in dollars and cents per cubic foot.</li> <li>When Items described herein are shipped in Shipper loaded mixed container or platform loaded with items in Building Materials, refer to the Building Materials item for rate applications.</li> <li>Pipe must be banded into units or lifts for forklift handling, using steel banding no exceeding 20' long by 8' wide by 8' high securely steel banded with at least 5 1/2" dunnage for forklift handling. Bundles not exceeding 4' in width, which are to be shipped as LCL cargo, may utilize wood dunnage 3 1/2" high. Dunnage of 4" x 4" wood material is required between layers.</li> <li><b>EXCEPTION:</b> Rule 959 (Transfer of Lading). Rate includes transfer of lading when cargo is received unitized in bundles suitable for direct transfer to Carrier's equipment.</li> </ol>		

**TRANSPORTATION AGREEMENT 2015-481, EXHIBIT A**  
**Rates and terms of service**

PORT OF LOADING: SEATTLE, WA	PORT OF DISCHARGE:	<b>BET</b>
<b>COMMODITY</b>		<b>RATE</b>
<b>Salt, Calcium Chloride, Urea</b>		
LCL . . . . .		31.88
20' Container (Min. 18,000 Lbs.) . . . . .		26.11
20' Container (Min. 24,000 Lbs.) . . . . .		20.95
20' Container (Min. 40,000 Lbs.) . . . . .		14.76
<b>Vehicles &amp; Equipment, not subject to over-length per note 11</b>		
Rate in dollars per linear foot . . . . .		267.20

1. Rates do not include pick up or delivery.
2. Off road vehicles, not D.O.T. approved for Highway use, exceeding 8'6" wide, refer to Machinery item.
3. If through no fault of Carrier, the vehicle is inoperable, a charge will be assessed as specified in tariff STB AKMR 100, series, Rule 987.

**AGREEMENT TERMS**

- NOTE 1. APPLICATION OF RATES. Unless otherwise specified, rates are in dollars and cents per one hundred pounds (cwt), subject to minimum weight as shown.
- NOTE 2. AUTOMOBILE & VEHICLE LOADING. Autos and vehicles received for shipment must not have over one-quarter (1/4) tank of combustible fuels. Personal effects loaded in auto or vehicles will be accepted; however, Carrier accepts no liability for such goods. Factory installed equipment will be considered as a part of the basic auto or vehicle and will not be subject to this liability waiver.
- NOTE 3. CARGO RELEASE. Carrier agrees that release of cargo will only be to personnel in possession of a City of Bethel form of employee ID with photo.
- NOTE 4. CONSOLIDATION. Except as otherwise specified in this Agreement, rates do not include consolidation services. Upon request, consolidation can be provided as follows:

LCL:	\$2.36/cwt, subject to a \$15.00 minimum charge per bill of lading
20' / 24' Equipment:	\$360.00 per piece of equipment
40' Equipment:	\$520.00 per piece of equipment

The City of Bethel account has been flagged for consolidation to best facilitate Shipper's request for consolidation of all cargo.

- NOTE 5. CONTRACT RENEWALS. Transporter shall have the option to extend/renew this Agreement up to five (5) consecutive times as follows:
- 5.1 Transporter shall provide City with written notice of its intention to renew the Agreement no later than **February 1st** of each year in which Transporter desires to renew this Agreement. Renewal notices shall state the following:
- (a) The applicable rates for all services agreed to in this Agreement during the new term; and
  - (b) Any significant changes requested to the existing Agreement; and
  - (c) Any proposed changes to the scope of services to be performed under the Agreement.
- 5.2 Upon receipt of a Notice to Renew the Agreement, the City shall:
- (a) Ensure that Transporter continues to be eligible to contract with the City [i.e., maintains a valid City of Bethel business license, a valid State of Alaska business license and is not delinquent on any sales taxes or other fees with the City];
  - (b) Verify that Transporter's certificates of insurance are up to date; and
  - (c) Notify Transporter of any significant changes requested to the existing Agreement.
- 5.3 If City determines Transporter remains eligible and the proposed rates are acceptable to City, then City shall give notice to Transporter no later than March 1st that it intends to renew. At that time a contract extension shall be prepared and executed by both parties.

**TRANSPORTATION AGREEMENT 2015-481, EXHIBIT A**

**Rates and terms of service**

**AGREEMENT TERMS**

5.4 If City determines it does not desire to renew, the City shall provide notice as soon as practicable but in no event later than March 1st, of its intent to prepare a new Request for Proposals.

**NOTE 6. DISPUTE RESOLUTION.**

6.1 If any dispute arises between the Parties in connection with or relating to this Agreement (a "Dispute") the Parties through their respective Chief Executive Officers shall attempt to resolve the Dispute through discussion.

6.2 If a Dispute is not resolved within thirty (30) Business Days by discussion pursuant to clause 6.1, the matter may be referred to mediation by either Party.

6.3 If Mediation fails to resolve the matter, either party is free to request Arbitration or file in court as they deem appropriate. The City and Transporter both agree that the appropriate venue for any legal dispute shall be the Federal Court in Anchorage.

**NOTE 7. EQUIPMENT DETENTION.** For the hub ports of Bethel, Dillingham, Dutch Harbor, Kotzebue and Nome, Carrier's equipment must be made available at the dock by thirty (30) calendar days (include weekends and holidays) following initial delivery or prior to Carrier's next barge arrival. Carrier's equipment destined for Western Alaska villages must be made available at the traditional barge landing by forty five (45) days (including weekends and holidays) following initial delivery. If the equipment is not available, the Bill-To Party will be responsible for detention charges of \$4.00 per day per 20' piece of equipment and \$6.00 per day per 40' piece of equipment, which shall accrue until the equipment is picked up by Carrier on its next subsequent arrival.

**NOTE 8. FUEL SURCHARGE.** Rates are subject to the Ocean (FSC) and Inland (IFSC) Fuel Surcharges in effect in Carrier's Surface Transportation Board tariff on date of shipment; the current FSC is 6.0%.

**NOTE 9. GENERAL RATE INCREASE.** Except as otherwise noted, the rates and charges agreed to in this contract shall be protected from any General Rate Increase through the 2015 shipping season.

**NOTE 10. HAZARDOUS RECEIVING.** Subject to Rule 545 of Carrier's applicable tariff: Dangerous/Hazardous articles accepted by Carrier for shipment shall be assessed a hazardous receiving charge, as follows:

LCL: \$15.00  
Full Load: \$65.00

**NOTE 11. LOSS/DAMAGE TO GOODS.** Carrier's liability shall be limited as outlined in Alaska Marine Lines' STB AKMR RULES TARIFF 100 (available online at [www.lynden.com](http://www.lynden.com)); cargo valued at \$75,000 or greater will be assessed an additional charge of 2% of the total value as declared on the bill of lading.

**NOTE 12. MINIMUM CHARGE.** Single shipments consisting of one lot of freight tendered on one bill of lading shall be subject to the minimum charge(s) as defined in the Carrier's applicable tariff. The current minimum charge for Bethel is \$164.00.

**TRANSPORTATION AGREEMENT 2015-481, EXHIBIT A**

**Rates and terms of service**

**AGREEMENT TERMS**

**NOTE 13. NOTICES.**

13.1 All notices given under this Agreement are to be in writing [in English] and shall be:

13.1.1 Sent to:

- (a) for City, to:  
City of Bethel  
Attn: City Manager ([ACapela@cityofbethel.net](mailto:ACapela@cityofbethel.net))  
P.O. Box 1388  
Bethel, AK 99559

**AND**

City of Bethel  
Attn: City Attorney ([PBurley@cityofbethel.net](mailto:PBurley@cityofbethel.net))  
P.O. Box 1388  
Bethel, AK 99559

- (b) for Transporter, to:  
Alaska Marine Lines  
Attn: Pricing ([MGrace@aml.lynden.com](mailto:MGrace@aml.lynden.com))  
4025 Delridge Way SW, Suite 200  
Seattle, WA 98106

13.1.2 In writing and delivered by hand or sent by first class mail prepaid post or facsimile transmission or email and deemed to have been received:

- (a) In case of delivery by hand when delivered; or  
(b) In the case of first class mail prepaid post, on the second (2nd) day following the day of posting, or  
(c) In the case of facsimile transmission, at the time of actual receipt, or  
(d) In the case of email, at the time email is sent,

provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside working hours, such notice or other communication shall be deemed to be given or made at the start of working hours on the next Business Day.

13.2 Either party may notify the other Parties of a change of its name, relevant addressee, address or facsimile number for the purposes of Note 13.1.1, provided that such notification shall only be effective on:

13.2.1 The date specified in the notification as the date on which the change is to take place; or

13.2.2 If no date is specified or the date specified is less than fifteen (15) Business Days after the date on which notice is given, the date falling thirty (30) Business Days after notice of any such change has been given.

**NOTE 14. OVER-DIMENSIONS. Rates are subject to over-dimension charges as follows:**

1. Over-Length: Unless otherwise noted, cargo exceeding 24' in length shall be subject to an over-length charge per linear foot or fraction thereof for the portion of the cargo exceeding 24' as follows:

LCL Cargo: \$121.60  
Full Loads: \$200.80

2. Over-Width: Cargo exceeding 8'6" in width shall be subject to an over-width charge of 10% per foot or fraction thereof, in addition to all other applicable charges and shall be applicable to the combined total of ocean freight and over-length charges.  
3. Over-Height: Cargo exceeding 8'6" in height shall be subject to an over-height charge of 10% per foot or fraction thereof, in addition to all other applicable charges and shall be applicable to the combined total of ocean freight, over-length and over-width charges.  
4. Over-Weight: Single pieces of packages weighing more than 50,000 pounds shall be subject to an over-weight charge of \$5.36/cwt on the total weight of the item to cover the extra cost of handling heavy pieces aboard the vessel.

**TRANSPORTATION AGREEMENT 2015-481, EXHIBIT A**

**Rates and terms of service**

**AGREEMENT TERMS**

NOTE 15. PACKAGING. Material must be packaged in accordance with Carrier's packaging specifications. Carrier's packaging specifications are required for Carrier handling purposes only, and do not warrant protection of the product from damage due to insufficient packaging or the inherent nature of the product. Shipper is required to package sufficiently to protect cargo for open ocean transport on the deck of Carrier's marine equipment

NOTE 16. PAYMENT. Full payment must be made within 30 days from the date of the Carrier's invoice.

NOTE 17. SCOPE OF SERVICE. Rates are from the Carrier's Seattle or Anchorage dock to the dock at Bethel, AK.

NOTE 18. TARPING. Rates do not include tarping service. When Carrier is requested to provide a tarpaulin covering over Shipper's goods, such covering will be provided at a charge of \$130.00 per platform. Carrier does not warrant the amount of protection afforded from such cover and specifically rejects any claims for water damage resulting from a failure of the tarp.

NOTE 19. TERM. The rates in this schedule will apply from March 1, 2015 through October 31, 2015.

NOTE 20. TRANSFER of LADING. Rates denoted with (T) include transfer of lading only for cargo suitable for direct transfer to or from Carrier's equipment by forklift. Shipments requiring sorting, segregation, banding or unitizing shall be subject to charges set forth in Carrier's tariff. Carrier will transfer cargo in a manner which will utilize equipment weight and volume capacity in a reasonably efficient manner, but will not be responsible for the inability to meet any specified weight expectations per container or platform. Transfer for all other cargo will be charged at a rate of \$360.00 per 20' or 24' piece of equipment.

NOTE 21. TRUCKING. Rates do not include trucking or equipment set down at Bethel. Upon request, Carrier will provide trucking of its equipment on a chassis, subject to the following charges per piece of equipment:

<u>Equipment Size</u>	<u>Zone 1:</u>	<u>Zone 2:</u>
20' / 24'	\$275.00	\$308.00
40'	\$341.00	\$383.00
Set Down Fee	\$269.00	negotiated

Upon request, Carrier will provide other trucking at arbitrary charges listed in Carrier's applicable tariff(s); truckloads exceeding 48,000 lbs. gross weight will be subject to an additional super chassis charge of \$100.00 per truckload, which is not subject to Inland Fuel Surcharge.

NOTE 22. VOLUME. Shipper agrees that the rates, terms and conditions set forth in this agreement are predicated upon shipping one hundred percent (100%) of its barge cargo with Carrier.

NOTE 23. WHARFAGE and HANDLING. Except as otherwise provided, rates include Alaska wharfage and handling charges. Provided, any increase in expense implemented by an Alaska port authority and levied against certain cargoes after the beginning term of this Agreement shall be passed onto Shipper as an additional charge.

# City of Bethel Action Memorandum

Action memorandum No.	15-18		
Date action introduced:	5-26-2015	Introduced by:	City Manager Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

**SUBJECT/ACTION:**      **Direct the City Manager to enter into the Amended Operations and Maintenance Contract with USA Pools**

Route to:	Department/Individual:	Initials:	Remarks:
X	City Manager		
X	Finance		
X	City Attorney		

Amount of fiscal impact:		Account information:
	No fiscal impact	
x	Funds are budgeted for.	40-40-401
	Funds are not budgeted. Budget modification is required. Affected account number:	

*Summary:*

This is an amendment to the existing Operations and Maintenance contract with USA Pools.

Highlights of the changes are:

1. Clarify that requests for modifications to the annual budget must be submitted to the City Manager (previously just the "city") in writing and in advance;
2. Delete the requirement that all promotional materials must be approved by the City in advance. Now they simply must be non-discriminatory;
3. Specify that marijuana is prohibited under the drug and alcohol policy;
4. Clarify that USA Pools must maintain both a State and City of Bethel business license during the term of the contract;
5. Clarify that USA Pools is expected to submit a sales tax report monthly per the Bethel Municipal Code;
6. Require USA Pools to provide written notice of any closures and requiring the written consent of the City Manager for any closures not deemed an emergency by the Fire or Police Department;

# City of Bethel Action Memorandum

Action memorandum No.	15-18		
Date action introduced:	5-26-2015	Introduced by:	City Manager Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

7. Clarifying that sales taxes are to be charged in addition to current fees not deducted from current charges. (For example, if the entrance fee is \$10, sales taxes will be added to the \$10 making the total for admission \$10.60); and
8. Clarify that any revenue collected is the property of the City and must be turned over to the City monthly not retained and applied to any charges owed by the City.

**Yukon Kuskokwim Regional Aquatic Health & Safety Center**

**City of Bethel, Alaska**

**Amended Operations and Maintenance Contract**

**USA POOLS MANGEMENT, INC.**

Covering the period between July ~~91, 2014-2015~~ through June 30, 2016

**Operations and Maintenance Contract  
Table of Contents**

**IDENTIFICATION OF THE PARTIES**

**SEC. 1. TERM OF THE CONTRACT**

**SEC. 2. DEFINITIONS**

**SEC. 3. SERVICES AND OPERATIONS**

- a) Required and Authorized Services
- b) Start up plan
- c) Initial Operations Plan
- d) Annual Operations Plans
- e) Operating Budgets
- f) Policy and Standard Operating Procedures Manual
- g) Transition Plan
- h) Merchandise and Services
- i) Rates
- j) Impartiality as to Rates and Services

**SEC. 4. OPERATOR PERSONNEL**

- a) Certification
- b) Staffing
- c) Wages
- d) Policies and Procedures
- e) Hiring of Employees
- f) Hospitality of, and Uniforms for, Employees
- g) Training of Employees
- h) Employee Discipline
- i) Drug, Alcohol and Tobacco Free Workplace

**SEC. 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE**

- a) Legal, Regulatory, and Policy Compliance
- b) Bethel Municipal Codes
- c) How and Where to Send Notice
- d) Annual Audit

**SEC. 6. ENVIRONMENTAL PROTECTION**

**SEC. 7. FACILITIES USED IN OPERATION BY THE OPERATOR**

- a) Assignment of Facilities
- b) Facilities Withdrawals
- c) Effect of Withdrawal
- d) Right of Entry
- e) Personal Property

- f) Condition of Facility
- g) Utilities Provided by the City
- h) Utilities not Provided by the City

**SEC. 8. CONSTRUCTION OR INSTALLATION OF REAL PROPERTY IMPROVEMENTS**

- a) Construction of Real Property Improvements
- b) Removal of Real Property Improvements
- c) Facilities Improvement Program

**SEC. 9. MAINTENANCE**

- a) Maintenance Obligation
- b) Maintenance Plan
- c) Maintenance records and Logs
- d) Critical Spare parts
- e) Repair and Maintenance Reserve
- f) Inspections

**SEC. 10. INDEMNIFICATION AND INSURANCE**

- a) Indemnification
- b) Required Insurance
- c) Certificate of Insurance

**SEC. 11. FIDELITY BOND**

- a) Fidelity Bond

**SEC. 12. ACCOUNTING RECORDS AND REPORTS**

- a) Accounting System
- b) Monthly Reports
- c) Annual Report
- d) Inventory
- e) Accounting Records
- f) Sales Tax Records

**SEC. 13. SUSPENSION, TERMINATION, OR EXPIRATION**

- a) Suspension
- b) Termination
- c) Notice of Bankruptcy or Insolvency
- d) Requirements in the Event of Termination or Expiration

**SEC. 14. COMPENSATION**

- a) Cost plus a Fixed Fee Type Contract
- b) Fixed Fee
- c) Invoicing
- d) Compensation for Personal Property
- e) Compensation for Contract Expiration or Termination

**SEC. 15. DISPUTE RESOLUTION**

**SEC. 16. GENERAL PROVISIONS**

Exhibit A: Assigned Land, Real Property Improvements and Equipment Inventory

Exhibit B: Start Up Plan, dated June 18, 2014

Exhibit C: Start Up Budget, dated June 24, 2014

Exhibit D: City's Records Retention Schedule for Pool Documents

Exhibit E: 2015 Annual Operation's Plan

Exhibit F: 2015 Operating Budget

**IDENTIFICATION OF THE PARTIES:**

**THIS CONTRACT** is amended by mutual consent ~~made and entered into by and~~ between the City of Bethel, (hereinafter referred to as the "City"), and USA Pools Management, Inc., (hereinafter referred to as the "Operator"):

**WITNESSETH:**

**WHEREAS**, The City of Bethel has developed and owns the Yukon Kuskokwim Regional Aquatic Health and Safety Center (hereinafter the "Facility" to provide for the public health, safety and enjoyment of the residents and visitors of Bethel; and

**WHEREAS**, to accomplish these purposes, the City has determined that certain services are necessary and appropriate for the public use and enjoyment of the Facility; and

**WHEREAS**, the City Council desires the Operator to establish and operate these services at reasonable rates under the supervision and regulation of the City Manager or their designee; and

**WHEREAS**, the City Council desires the Operator to conduct these visitor services in a manner that promotes health and safety, demonstrates sound environmental management, economic stewardship, and leadership;

**NOW, THEREFORE**, pursuant to the authority contained in the Bethel Municipal Code, Alaska State law and other laws that supplement and amend Bethel's ordinances, the City and the Operator agree as follows:

**SEC. 1. TERM OF THE CONTRACT**

This contract shall be effective as of July 9~~1~~15 and shall be effective until it's expiration on June 30, 2016. At the option of the City, this contract may be extended for up to two (2), two year periods. Either the City or the Operator may request an extension of this Agreement but in no event shall the request be made less than one hundred twenty (120) calendar days in advance of the expiration of the current term. The maximum period of performance under this Agreement is through June 30, 2020.

Contract extensions shall be accomplished by a contract amendment.

**SEC. 2. DEFINITIONS**

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

- a) City is used to mean the City of Bethel.
- b) Day is used to mean a calendar day.

- c) Facility is used to mean the Yukon Kuskokwim Regional Aquatic Health and Safety Center.
- d) Operator is used to mean USA Pool Management, the entity responsible for the operations and maintenance of the Facility.
- e) Operations means Operator activities primarily related to the provision of services in the daily management of the Facility in such a way as to positively affect the Facility's net income.
- f) Maintenance means the upkeep or preservation of the condition of the Facility, including the cost of ordinary repairs necessary and proper from time to time for that purpose.

**SEC. 3. SERVICES AND OPERATIONS**

**a) Required and Authorized Services**

During the term of this contract, the City requires and authorizes the Operator to operate and maintain the Facility and associated programs including the pool areas, fitness room, exercise room and concessions to promote the health and safety of the community in an economical fashion.

The scope of the work includes plans and other documents to be developed and submitted to the City for approval during the start-up phase of the work. Once approved by the City, Plans become property of the City and may be used and referenced by the City as deemed necessary by the City.

The City, with agreement of the Operator, may make reasonable modifications to these plans that are in the furtherance of the purposes of this Contract and are not inconsistent with the terms and conditions of the main body of this Contract. All such modifications shall be in writing and shall not be unreasonably withheld.

The following table summarizes the required plans and submittals. (IAW means "in accordance with").

Description	Due Date	Reference Section
Start-Up Plan	As finalized with this contract	Exhibit B
Start-Up Budget	As finalized with this contract	Exhibit C
<b>Operations Plans</b>		
• Draft Initial Operations Plan	Submit for approval no later than Aug 15, 2014	In accordance with Section 3.c
• Final Initial Operations Plan	No later than Sept 15, 2014	In accordance with Section 3.c
• Subsequent Draft Annual Operations Plan	Annually, no later than February 15 <sup>th</sup>	In accordance with Section 3.d
• Subsequent Final Annual Operations Plan	Annually, no later than March 15 <sup>th</sup>	via contract amendment
<b>Operations Budgets</b>		

• Draft Initial Operations Budget	Submit for approval with Initial Operations Plan	In accordance with Section 3.e.i
• Final Initial Operations Budget	Finalized w/Initial Operations Plan	In accordance with Section 3.e.i
• Subsequent Draft Annual Operating Budget	Submit for approval with Annual Operations Plan	In accordance with Section 3.e.ii
• Annual Final Operating Budget	Annually, with Operations Plan	via contract amendment
Policy and Procedures Manual	IAW Approved Start-up Plan	In accordance with Section 3.f
Maintenance Plan	IAW Approved Start-Up Plan	In accordance with Section Section 9.b
Transition Plan	No later than June 30, 2015	In accordance with Section 3.g

- b) Start-Up Plan** - The Start Up period covers the period of time from July 9, 2014 through October 31, 2014. The Operator shall execute the approved start up plan within the approved start-up budget. Start up activities include, but are not limited to:
- i) The preparation and submittal to the City for approval, of the following plans and documents:
    - (1) Initial Operations Plan
    - (2) Initial Operating Budget
    - (3) Policy and Procedures Manual
    - (4) Maintenance Plan
    - (5) Transition Plan
  - ii) Training and ramp up of staffing IAW Operations Plan.
  - iii) Advertising and outreach IAW Start-Up Plan to include coordination with the school district and community organizations.
  - iv) Purchases for operational start up to include: pool chemicals, pool swimming aids and small exercise aids, concessions foods and small ware, re-sale goods, rental goods, uniforms and office supplies. Purchases are to support the Operations Plan.
  - v) In close coordination with the City, prepare and execute a Grand Opening of an appropriate scale, recognizing individual and community contributions and promoting Facility usage. The opening of the Facility is projected to be November 1, 2014.
  - vi) The Operator shall operate the Facility in accordance with the approved Operations Plan, approved Budget, approved Policies and Procedures, approved Maintenance Plan, and shall provide on-going outreach and advertising.
- c) Initial Operations Plan** - The Initial Operations Plan shall cover the period from November 1, 2014 through June 30, 2016. No later than August 15, 2014, Operator shall submit a completed proposed initial operating plan, to the City

for review and approval. The City will review the plan and will discuss it with Operator prior to implementation. In any event, no later than September 15, 2014, a final and completed Initial Operations Plan shall be in place that is approved by the City. The initial operations plan shall include, at a minimum:

- ✓ Proposed Facility hours of operation.
- ✓ Programs plan for pool usage including open swim, lap swim, and classes.
- ✓ Proposed open use hours for the exercise and fitness rooms and various classes.
- ✓ Detailed concessions operations plan including hours of operation and items to be sold.
- ✓ Staffing and initial training plan, including local training and hiring program, ramp up of hiring, to support the hours of operation and programs.

**d) Annual Operations Plans** - The Operator shall submit an updated Annual Operations Plan covering the period beginning July 1 and ending June 30 the following year no later than February 15th each year. The City will review the plan and will discuss it with Operator prior to implementation. In any event, no later than March 15th a final and completed Initial Operations Plan shall be in place that is approved by the City Manager.

City understands Operator may need to modify Operations Plan schedules and programs from time to time to best fit the needs and desires of the community. Modifications are to be discussed and approved in writing by the City Manager.

**e) Operating Budgets** - The Operator is to prepare operating budgets to support the approved Operating Plan. The draft budgets are to be submitted to the City at the same time as the Operations Plan. The budget shall be in a form and format consistent with the Operations Plan and shall include proposed usage fees structure, estimated annual revenues, and estimated expenses in the same form or format in which costs will be invoiced.

i) **Initial Operating Budget** - The Initial Operating Budget shall cover the period from November 1, 2014 through June 30, 2016. No later than August 15, 2014, Operator shall submit a completed proposed Initial Operating Budget, to the City for review and approval. The City will review the budget and will discuss it with Operator prior to implementation. In any event, no later than September 15, 2014, a final and completed Initial Operating Budget shall be in place that is approved by the City.

ii) **Annual Operating Budgets** - The Operator shall submit an Annual Operating Budget covering the period beginning July 1 and ending June 30

the following year, no later than February 15th each year. The City will review the budget and will discuss it with Operator prior to implementation. In any event, no later than March 15th a final and completed Initial Operations Plan shall be in place that is approved by the City. City understands Operator may need to modify the budget in concert with modifications to the Operations Plan. Any modifications are to be discussed and approved in writing by the City Manager. The Annual Operating Budget should include projected revenue.

- f) **Policy and Standard Operating Procedures Manual** - The Operator is to prepare and submit to the City for approval, a Policy and Standard Operating Procedures Manual. The Manual shall be developed and submitted during the Start-up period. The Policy and Standard Operating Procedures Manual shall include, but is not limited to:
- ✓ Maintenance, incorporating the manufacturers recommended procedure to comply with and maintain warranties of new equipment.
  - ✓ Risk management including life safety, an emergency action plan, emergency closures, notifications, etc.
  - ✓ Fiscal Responsibility including accounting practices, purchasing and purchasing authorizations, inventory control, cash management, and time card management.
  - ✓ Human Resources including local work force development, pre-employment screening, written job descriptions with certification requirements, hiring, training, and training records management, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees.
- g) **Transition Plan** - Operator shall provide City with a draft transition plan, for the City's review and approval, no later than June 30, 2015. The transition plan will provide for the orderly transfer of responsibilities, technical information, manuals and plans, maintenance logs, inventory and locally trained staff to a new operator. The plan will specifically identify which records are to be retained by the current Operator.
- h) **Merchandise and Services** - The City reserves the right to determine and control the nature, type and quality of the services described in this Contract, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Operator within the Facility.

All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Operator in connection with

the services provided under this Contract ~~must be approved in writing by the City prior to use.~~ must comply with the City's policies of non-discrimination.

The Operator, where applicable, will develop and implement a plan satisfactory to the City that will assure that merchandise, if any, to be sold or provided reflects the purpose and significance of the Facility, including, but not limited to, merchandise that reflects the conservation of the City of Bethel's resources or the area's geology, wildlife, plant life, archeology, or local Native American culture.

- i) **Rates** - The Operator's rates and charges to the public must be approved by the City in accordance with the annual budget process, Applicable Laws, and through guidelines promulgated by the City from time to time. All rates and charges to the public by the Operator for services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this Contract.
- j) **Impartiality as to Rates and Services** - Subject to Section 3.i, in providing visitor services, the Operator must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Operator shall comply with all Applicable Laws relating to nondiscrimination in providing services to the public.

The Operator may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this Contract. However, the City reserves the right to review and modify the Operator's complimentary or reduced rate policies and practices as part of its budget approval process.

#### 4) OPERATOR PERSONNEL

- a) **Certification:** Any employee regularly working in the pool area shall be certified as a Lifeguard by a nationally recognized certification agency. All employees assigned to the Facility must maintain CPR and First Aid certification by a nationally recognized certification agency during the term of their employment.
- b) **Staffing:** Operator is responsible for providing all necessary personnel for operating the Facility. In doing so, Operator shall comply with all applicable laws relating to employment and employment conditions. All personnel employed by the Operator in the performance of fulfilling this Contract for the operation of the Facility shall be considered employees of the Operator and not of the City.
- c) **Wages:** All personnel employed by the Operator shall be paid in accordance with the minimum Federal Wage and Hour laws. The Operator shall be

responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel including workmen's compensation and unemployment insurance.

- d) **Policies and Procedures:** The Operator shall establish, through the Policy and Standard Operating Procedures Manual, pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees.
- e) **Hiring of Employees:** The Operator shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Operator.
- f) **Hospitality of, and Uniforms for, Employees:** The Operator shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Operator shall have its employees, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Operator.
- g) **Training of Employees:** The Operator shall ensure that its employees are provided the training needed to provide quality services and to maintain up-to-date job skills.
- h) **Employee Discipline:** The Operator shall review the conduct of any of its employees whose action or activities are considered by the Operator, the public or the City to be inconsistent with the proper use of the Facility and enjoyment of visitors and shall take such actions as are necessary to correct the situation.
- i) **Drug, Alcohol and Tobacco Free Workplace:** The Operator shall maintain, to the greatest extent possible, a drug free environment within and outside the Facility. The Operator shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the workplace and in the Facility, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Operator shall establish a drug, alcohol, marijuana and tobacco-free awareness program to inform employees about the danger of drug, alcohol and tobacco abuse in the workplace and the Facility and the Operator's policy of maintaining a drug-free environment both in the workplace and in the Area. The Operator shall take appropriate personnel action, up to and including termination for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana or alcohol.

- j) Operator will invest substantial resources to train and convey information concerning operational techniques and management procedures to its personnel at City's Facility. City acknowledges that such information and investment is a valuable asset of Operator's business. City agrees not to hire or contract (without the prior written consent of Operator) any management personnel or former management personnel of the Operator directly or indirectly to work at, service, or be connected in any way with the pool named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. For each completed year of the Contract, Operator agrees City can retain twenty (20%) percent of the non-management personnel upon termination of the contract. For example, if the contract is terminated after one full year, the City may only retain twenty (20%) percent of the non-management staff working for Contractor at the time of termination. If the contract is terminated after two (2) full years, the City may retain forty (40%) percent of the non-management staff at the time of termination and so forth.

## 5) LEGAL, REGULATORY, AND POLICY COMPLIANCE

- a) **Legal, Regulatory and Policy Compliance** - This Contract, operations thereunder by the Operator and the administration of it by the City, shall be subject to all Applicable Laws. The Operator must comply with all Applicable Laws in fulfilling its obligations under this Contract at the Operator's sole cost and expense. Certain Applicable Laws governing protection of the environment are further described in this Contract. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this Contract.
  - i) The Operator must at all times comply with the State of Alaska 18 AAC 30.500-.590 Regulations for Public Swimming Pools and Spas.
  - ii) Hazardous Materials: A Hazardous Material is any substance or material identified now or in the future as hazardous under applicable State, federal and local ~~any~~ Laws, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up. The Operator shall not be obligated to commence Work until all Hazardous Material discovered at the Facility has been removed, rendered, or determined to be harmless by the City as certified by an independent testing laboratory and approved by the appropriate government agency.
  - iii) Operator will be working with pool chemicals which are considered hazardous materials. Operator shall be required to follow all Alaska Department of Environmental Conservation (DEC) rules and regulations regarding the proper storage, use and disposal of the pool and Facility chemicals. Any spills will be reported immediately to the City and DEC and

clean-up and reporting will be undertaken as per 18 AAC 75.300, 310 and 315.

- iv) If a spill or hazardous condition is caused by, or Materially Contributed To by the Operator and/or their use of the Facility, Operator shall report such incident to the City and the proper government agency. In such situation, Operator is solely responsible for the safe clean-up and disposal of the hazardous material(s).
  - v) If after commencing the Work, a different kind of Hazardous Material is discovered at the Facility, the Operator shall be entitled to immediately stop work in the affected area. The Operator shall report the condition to the City and, if required, the government agency with jurisdiction. The Operator shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement. The City shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the City, and shall be performed in a manner minimizing any adverse effect upon the work of the Operator. The Operator shall resume work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.
  - vi) If the Operator incurs loss due to the presence or remediation of Hazardous Material, the Operator shall be entitled to an equitable adjustment in the Contract Price.
- b) Compliance with Bethel Municipal Codes:** Operator shall comply with all applicable Bethel Municipal Codes (found at [www.cityofbethel.org](http://www.cityofbethel.org)). In particular, Operator shall:
- i) Provide proof of a State of Alaska and City of Bethel business license prior to commencement of any work under this Contract. Operator agrees to maintain both licenses throughout the term of this Contract and any extension thereof;
  - ii) Collect and remit sales taxes to the City for all admissions, concessions, room rentals, class fees, and other sales. Sales tax reports and related sales taxes are to be remitted monthly.
- c) Notice** - The Operator shall give the City immediate written notice of any violation of Applicable Laws by the Operator, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

**How and Where to Send Notice** - All notices required by this Contract shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the City shall be sent to the following address:

City of Bethel  
P.O. Box 1388  
Bethel, AK 99559  
Attention: City Manager

**AND**

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

Notices sent to the Operator shall be sent to the following address:

USA Pools Management, Inc.  
Attn: Contracting Department  
1073 Green Street  
Roswell, GA 30075

**And**

USA Pools Management, Inc.  
7421 Douglas Blvd  
Suite N-213  
Douglasville, GA 30135

**d) Audit by City** - The City reserves the right to conduct an annual audit by an external expert and industry professional. The City is responsible for selection, scheduling and any and all fees related to the annual audit. The audit may include but may not be limited to:

- ✓ Contract Compliance
- ✓ Review of Financial Records
- ✓ Staff Skills Assessment
- ✓ Staff Selection and Training procedures
- ✓ Policies & Procedures Review
- ✓ Site Inspection
- ✓ Code Compliance and Record Keeping Practices
- ✓ Adherence to Aquatic Safety Standards
- ✓ Facility and equipment maintenance

In the event deficiencies are identified in the audit, the Operator will be required to make corrections in a timely manner, to be determined at the time of the findings, based on severity of the hazard, violation or ~~and~~ other factors.

#### 6) ENVIRONMENTAL MANAGEMENT

The Operator shall meet the following environmental management objectives in the conduct of its operations under this Contract:

The Operator, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.

The Operator shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of services, and other activities under this Contract.

#### 7) FACILITIES USED IN OPERATION BY THE OPERATOR

a) **Assignment of Facilities** - The City hereby assigns the Facilities to the Operator for the purposes of this Contract. The Facilities are further described and are as set forth in Exhibit A – Assigned Land, Real Property Improvements and Equipment. The City and Operator shall from time to time amend Exhibit A to reflect changes in the Facilities assigned to the Operator, including, without limitation, amending Exhibit A to reflect the addition of real property improvements completed in accordance with the terms and conditions of this Contract and to reflect the withdrawal of facilities as set forth below.

b) **Facilities Withdrawals** - The City may withdraw all or portions of these Facilities assignments at any time during the term of this Contract if:

- i. The withdrawal is necessary for the purpose of protecting the public safety or to protect, conserve and preserve the Facility;
- ii. The operations utilizing the assigned Facilities have been terminated or suspended by the City; or
- iii. Land or real property improvements assigned to the Operator are no longer necessary for the operation.

c) **Effect of Withdrawal** - Any permanent withdrawal of assigned Facilities which the City or the Operator considers to be essential for the Operator to provide the services required by this Contract will be treated as a termination of this Contract pursuant to Section 13. The Operator will be compensated pursuant to Section 14 for the value of any allowable incurred costs up to the date of the withdrawal. No other compensation is due the Operator in these circumstances.

d) **Right of Entry** - The City shall have the right at any time to enter upon or into the Facilities assigned to the Operator under this Contract for any purpose it

may deem necessary for the administration of this contract.

**e) Personal Property**

- 1) The City will provide certain items of personal property, including without limitation removable equipment, furniture and goods, for the Operator's use in the performance of this Contract. The City hereby assigns personal property listed in Exhibit A - Assigned Land, Real Property Improvements and Equipment.
- 2) Personal Property Provided by the Operator. The Operator shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this Contract, unless such personal property is provided by the City as set forth above.

**f) Condition of Facilities** - The Operator has inspected the Facilities and assigned personal property, is thoroughly acquainted with their condition, and accepts the Facilities, and any assigned government personal property, "as is." Upon termination of this Contract, the City and the Operator will inspect all property listed under Exhibit A. All property shall be accounted for and in good and operating condition, less reasonable wear and tear. The City shall give written notice of any defects in the condition of any of the equipment or property. Operator will be responsible for replacing any damaged property.

**g) Utilities Provided by the City** - The City will provide the following utilities to the Operator for use in connection with the operations required or authorized hereunder:

- ✓ Electricity
- ✓ Water
- ✓ Sewer
- ✓ Fuel Oil
- ✓ Internet
- ✓ Solid Waste Disposal

**h) Utilities Not Provided by the City**- The following utilities are not provided by the City and are to be procured, managed and paid for by the Operator:

- ✓ Telephone
- ~~✓ Solid Waste Disposal~~
- ✓ Cable (if desired by ~~Contractor~~ Operator and submitted in the approved budget)
- ✓ Hazardous Material Waste Disposal (defined as the containers for the pool chemicals)

**8) CONSTRUCTION OR INSTALLATION OF REAL PROPERTY IMPROVEMENTS**

**a) Construction of Real Property Improvements** - The Operator may construct or install real property improvements that are determined by the City to be

necessary and appropriate for conduct of services authorized under this contract. Construction or installation of real property improvements may occur only after the written approval by the City of their location, plans, and specifications. All real property improvements immediately become the property of the City.

- b) **Removal of Real Property Improvements** - The Operator may not remove, dismantle or demolish real property improvements. In the event a real property improvement is removed, dismantled or demolished without approval by the City, the Operator shall promptly, at the request of the City, restore the Facility as nearly as practicable to its original condition at Operator's sole expense.
- c) **Facilities Improvement Program** - The Operator is encouraged to suggest to the City Facility improvements that will economize the cost of operations, reduce energy consumption, promote safety, enhance programs or are required for regulatory compliance. It is preferred that any suggestions for facilities improvements be included in the annual operating submittal. However, suggestions may be proffered at any time.

## 9) MAINTENANCE

- a) **Maintenance Obligation** - The Operator shall be solely responsible for maintenance, preventative maintenance, repairs, housekeeping, and grounds keeping of the Facility to the satisfaction of the City and in accordance with the approved Maintenance Plan. The City will provide snow plowing of the parking lot and maintain the wind turbine. The City does not intend to provide any other maintenance.

Operator provided maintenance includes, but is not limited to, all surfaces, systems and furniture, fixtures and equipment. This includes pool systems, data and information technology systems, fitness and exercise equipment, concessions equipment, HVAC systems, electrical systems, and fire and life safety systems.

The Operator shall provide the City advance-written notice of any needed maintenance related closures. -Closure of the facility for any reason other than an emergency situation (as determined by the police or fire department) may not occur without the advance-written consent of the City Manager. The Operator will take necessary and appropriate steps to notify the Public of closures. If approved, the Facility cannot be closed for longer than 24 hours under normal circumstances. Extraordinary circumstances will be considered on a case-by-case basis by both the Operator and the City.

- b) **Maintenance Plan** - The Operator shall prepare the Maintenance Plan and submit it for approval during the Start Up period. The Maintenance Plan shall

include routine and preventative maintenance developed in accordance with manufacturers' recommendations. The Maintenance Plan shall include the data and information provided by the construction contractor during the turnover and commissioning of the Facility. The City may make reasonable modifications from time to time after consultation with the Operator. Such modifications shall be in furtherance of the purposes of this Contract and shall not be inconsistent with the terms and conditions of the main body of the contract.

**c) Maintenance Records and Logs** - The Operator shall maintain maintenance records and logs. At minimum, these records shall include:

- i. Demonstrated compliance with current Alaska Department of Environmental Conservation (ADEC) regulations including, but not limited to, the recording of the following information for each day that the pool is open to the public and kept on file for three years:
  - ✓ the hours of operation;
  - ✓ the length of time that the pumps and filters are in operation, and the rate of pressure, vacuum, and rate of flow readings;
  - ✓ the date that each filter is backwashed or cleaned;
  - ✓ the frequency and results of alkalinity and hardness tests;
  - ✓ the frequency and results of pH and disinfectant tests; pH and disinfectant tests must be made two or more times, and depending upon chlorine or bromine demand;
  - ✓ the amount of water and chemicals added to maintain water quality; and
  - ✓ any equipment failure, any gross water contamination, for example, vomiting, feces, etc., or repair while the pool is in operation.
- ii. The Operator shall submit duplicate records noted in section 12, on a monthly basis to the ADEC while the establishment is in operation.
- iii. Check lists for routine maintenance, preventative maintenance, and janitorial duties (Daily, Weekly, Monthly, Quarterly, Bi-annual, and Annual).
- iv. Equipment Logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines, and specifications
- v. Confined space entry equipment (as specified by manufacturer).
- vi. Equipment Logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines, and specifications.

**d) Critical Spare Parts** - The Operator shall maintain on site and readily available, an inventory of spare parts critical to the on-going operations of the Facility.

e) **Repair and Replacement Reserve** - The Initial and Annual budget shall include an un-programmed repair and replacement reserve. The budget item will be used for items that are non-recurring within an annual timeframe and require prior written approval of the City. Repair and replacement reserves shall not be used for routine operational maintenance of facilities or housekeeping or grounds keeping activities. Repairs and replacements estimated to cost in excess of \$25,000 shall be deferred to the City for execution.

f) **Inspections** - Notwithstanding the City's Right of Entry described in Section 7.d, at the City's discretion or at the Operator's request, the City may conduct regular inspections of the Facility to verify the proper execution of the Maintenance Plan.

At the request of the City, the Operator will assist the City with up to two Facility warranty inspections for the purposes of protecting the City's interest in the Facility and closing out the Construction Contractor's Obligations. These inspections are estimated to occur in the early fall of 2015 and early fall of 2016.

## 10) IDEMNIFICATION AND INSURANCE

### a) Indemnification

- i. The Operator shall indemnify, hold harmless, and defend the City of Bethel and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Operator's performance of the Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the City's negligence.
- ii. This Contract does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action.

b) **Required Insurance** - Operator shall maintain the following noted insurance during the duration of the Contract as evidenced by the filing of insurance binders annually (no later than June 1 of each year) and naming the City of Bethel as additional insured's:

- i. **Workers' Compensation:** as required by AS 23.30.045, for all employees of the Operator engaged in work under this Contract. The Operator shall be responsible for Workers' Compensation Insurance for any subcontractor

who performs work under this Contract. The contractor shall submit copies of all subcontractor's workmen's' compensation insurance. The coverage shall include:

- a) Waiver of subrogation against the City;
  - b) Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
  - c) "Other States" endorsement if the Operator directly utilizes labor outside of the State of Alaska;
- ii. **Commercial General Liability:** on an occurrence policy form covering all operations with combined single limits not less than:
- a) \$1,000,000 Each Occurrence;
  - b) \$1,000,000 Personal Injury;
  - c) \$2,000,000 General Aggregate; and
  - d) \$2,000,000 Products-Completed Operations Aggregate.
- iii. **Automobile Liability:** covering all vehicles used in Contract work, with combined single limits not less than \$1,000,000 each occurrence.
- iv. **Umbrella Coverage:** not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- v. The City shall be named as an additional insured on policies required by paragraphs 10.b.i thru iv above. All of the above insurance coverage's shall be considered to be primary and non-contributory to any other insurance carried by the City of Bethel, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Operator shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Bethel and to add the City of Bethel as an additional named indemnity and as an additional insured.

- c) **Certificate of Insurance** - The Operator shall furnish evidence of insurance to the City before June 1 annually. The evidence shall be issued to the City and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:
- i. Denote the type, amount, and class of operations covered;
  - ii. Show the effective (and retroactive) dates of the policy;
  - iii. Show the expiration date of the policy;

- iv. Include all required endorsements;
- v. Be executed by the carrier's representative; and
- vi. If a certificate of insurance, include the following statement:

*"This is to certify that the policies described herein comply with all aspects of the insurance requirements of Yukon Kuskokwim Regional Aquatic Health and Safety Center. The insurance carrier agrees that it shall notify the City, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."*

The City's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the City's discretion, be sufficient grounds for declaring the Operator in default.

## 11) BONDS

- a) **FIDELITY BOND** - In addition, for the duration of this Agreement, Operator shall show evidence of, and maintain in force the following:
  - i. An employee's blanket fidelity bond which provides coverage for Honesty; and Loss from fraudulent or dishonest acts by employees.
  - ii) Computer fraud fidelity bond, which provides coverage for the fraudulent transfer by computer causing wrongful abstraction of money, securities or other property.

The two items above (i) and (ii) may be separate or combined into one form of bond in an amount not less than Two Hundred Fifty-Thousand (\$250,000) Dollars.

## 12) ACCOUNTING RECORDS AND REPORTS

- a) **Accounting System** - The Operator shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this Contract, including but not limited to the Operator's repair and maintenance obligations. The Operator's system of accounts classification shall be directly related to the Operator's annual budget, monthly and annual financial reports and invoicing.
- b) **Monthly Reports** - The Operator shall submit a monthly financial report to

the City. The report shall be in narrative and numerical ~~and~~ accounting format and include copies of any approvals provided by the City the previous month.

- i. The narrative report shall clearly state if the overall operations, both revenue and expenses, are over or under budget for the month and the year, identify specifically what cost areas are over budget or revenue areas are under budget, provide an explanation as to the deviation and explain what corrective actions are required, if any.
  - ii. The numerical accounting report shall provide actual costs and revenues versus budgeted amounts for each category of accounts classification, reported for the specific month and cumulative for the year. Deviations from the operations plan, annual budget, or maintenance plan require advance written approval from the City. The monthly report shall provide a record of all such approvals provided by the City the previous month.
  - iii. The monthly report shall be certified as true and correct by an officer of the Operator and submitted with the monthly invoice.
  - iv. In addition to the monthly financial reports, the Operator shall provide a monthly statistical and narrative report on the usage of the Facility. The report shall be in a form and format as approved by the City. The report shall be submitted monthly with the invoices and annually with the other annual reports.
  - v. **Miscellaneous Reports and Data:** The City from time to time may require the Operator to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information. This may include presentations to the City Council and discussing such things as programs, and local hire and training.
- c) Annual Financial Report** - The Operator shall submit an annual financial report in the same form and format as the monthly reports. The narrative report shall summarize the year's significant cost and revenues deviations from the annual budget. The monthly report shall be certified as true and correct by an officer of the Operator and submitted with the final invoice for that budget year.
- d) Inventory** - The Operator shall perform an annual inventory of the real property as set forth in Exhibit A – Assigned Land, Real Property Improvements and Equipment. The inventory report shall be certified as true and correct by an officer of the Operator and submitted either before or along with the final invoice for that budget year.
- e) Accounting Records** - For all expenditures made for the operations and maintenance of the Facility, the Operator shall maintain auditable records

including invoices, billings, canceled checks, and other documentation satisfactory to the City. The original records shall be maintained in accordance with the City of Bethel's retention schedule (attached as Exhibit D) and be reasonably available for an independent audit. If the City has reasonable cause to believe that any information on the monthly or annual financial report is not accurate, the City may audit the books and/or estimate the figures based on any information available.

- i. The City shall notify the Operator in writing that the City has estimated the amount of sales and revenue, stating the estimated amount. The City shall serve the notice on the Operator by delivering the notice to the Operator as per the notice section in this Contract.
- ii. The City's estimate shall become a final determination unless:
  - a) The Operator, within thirty (30) days after service of notice of the estimate, files a formal appeal to the City Manager; or
  - b) The Operator files a complete and accurate financial statement indicating the figures in question and explaining them to the satisfaction of the City.
  - c) In either event above, Operator consents to an independent audit and agrees to cooperate fully with the audit process.
- iii. The City may request, and the Operator must furnish, any additional information deemed necessary for a correct evaluation of the finances of the Facility.
- iv. The City has the right to demand an audit at any time for any reason. For purposes of an audit, the Operator agrees to cooperate by providing, upon reasonable notice, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the request by the finance director.

**f) Sales Tax Records** –Operator shall familiarize themselves with, at a minimum, that portion of the Bethel Municipal Code (hereinafter "Code") which deals with Sales Tax. Operator shall collect the appropriate sales taxes for each sale and rental at the facility (currently 6%). The taxes shall be in addition to the sales and rental costs. Operator and shall file a City of Bethel tax return form and shall remit the appropriate taxes as per the Code and any subsequent amendments thereto. Operator will be allowed "time" to change systems currently in place to accommodate adding sales tax to each item sold.

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Comment [p1]: Agree to remove since Amended contract does not take effect until July 1, 2015.

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### 13) SUSPENSION, TERMINATION OR EXPIRATION

**a) Suspension** - In the event of a danger to life or property, the City may temporarily suspend operations under this Contract in whole or in part. As soon as practicable, the City will give notice to the Operator and will determine a re-open plan.

**b) Termination**

- i. In the event of a breach of the Contract, the City will provide the Operator an opportunity to cure by providing written notice to the Operator of the breach. The Operator will have ten (10) days in which to either cure the breach or present an acceptable correction plan to the City with an approved timeline. In the event of a monetary breach, the City will give the Operator a fifteen (15) day period to cure the breach. If a breach is not cured within the specified period of time, the City may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. If the breach endangers the Facility, the employees or the public, the City may suspend the Operator's operations as appropriate while still giving time for the Operator to cure the breach.
- ii. The City may terminate this Contract if the City determines that the Operator has materially breached any requirement of this Contract, including, but not limited to, the requirement to maintain and operate the Facility to the satisfaction of the City, the requirement to provide only those services required or authorized by the City pursuant to this Contract, the requirement to prepare and submit reports and the requirement to comply with Applicable Laws.
- iii. The City may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Operator, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Operator for the benefit of creditors, a petition or other proceeding against the Operator for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. The City may terminate this Contract if the City determines that the Operator is unable to perform the terms of Contract due to bankruptcy or insolvency.
- iv. Termination of this Contract for any reason shall be by written notice to the Operator.

**c) Notice of Bankruptcy or Insolvency** - The Operator must give the City immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Operator must also give the City immediate notice of any petition or other proceeding against the Operator for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity.

**d) Requirements in the Event of Termination or Expiration**

- i. In the event of termination of this Contract for breach the total compensation due the Operator for such termination shall be calculated based on work completed, less loss to the City for a replacement Operator,

~~as described in Section 13.b of this Contract.~~ No other compensation of any nature shall be due the Operator in the event of a termination of this Contract, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

- ii. Upon expiration of this Contract, the total compensation due the Operator shall be calculated as described in Section ~~XX-13d~~ of this Contract. No other compensation of any nature shall be due the Operator.
- iii. Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Operator shall, at the Operator's expense, promptly vacate the premises, remove all of the Operator's personal property, repair any injury occasioned by installation or removal of such property, and ensure that facilities are in at least as good condition as they were at the beginning of the term of this Contract, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Contract (unless the City in particular circumstances requires immediate removal).
- iv. To avoid interruption of services to the public upon termination of this Contract for any reason, or upon its expiration, the Operator shall consent and make available all inventories invoiced to the City including but not limited to, concessions food, kitchen small ware, chemicals, and maintenance spares.
- v. Prior to and upon the expiration or termination of this Contract for any reason, and, in the event that the Operator is not to continue the operations authorized under this Contract after its expiration or termination, the Operator shall comply with all applicable requirements of the transition plan. All documents, manuals, logs and other records prepared by Operator during the operation of the Facility are the sole property of the City and must be turned over to the City at the termination or expiration of this Contract.

#### 14) COMPENSATION

- a) **Cost Plus and Fixed Fee Type Contract** - This is a Cost Plus and Fixed Fee type contract. This contract provides for the reimbursement of allowable incurred costs ~~in excess of revenue generated by the Facility,~~ to the extent prescribed in this contract. The approved annual budget establishes an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the Operator may not exceed (except at their own risk) without the approval of the City. Allowable incurred costs are those costs directly attributable to operations and maintenance of the Facility. For the purposes of this contract, allowable incurred costs are those defined in the approved

annual budget, are reasonable and prudent, and conform to generally accepted accounting practices.

Operator is expected to handle all revenue generated from Operation of the Facility. Operator is to submit that revenue to the City monthly along with the monthly budget reports. ~~and use that revenue to offset the costs to operate the Facility.~~ Such revenue will be a projection in each Budget and the budget shall be amended annually to reflect the previous year's revenue. Revenue derived from Operation of the Pool is the property of the City and not compensation to the Operator.

b) **Fixed Fee** - The Fixed Fee is \$140,200.08 per year and shall be pro-rated monthly. The Fixed Fee includes profit and indirect costs that are not directly attributable to the operations and maintenance of the Facility, are generally considered to be overhead and are generally provided off-site. The fixed fee includes, but is not limited to proportionate share of home office expenses, management oversight and travel, accounting and clerical personnel, human resources management, payroll processing, invoicing and required reporting.

c) **Invoicing -**

- (1) **Fixed Fee:** The Operator shall invoice their fixed fee each month in advance. For example, the fixed fee for July shall be billed in June. City shall have thirty (30) days from receipt of the invoice to submit payment to Operator.
- (2) **Costs:** Operator shall bill the City no more than one-time per week for incurred costs for operating the pool. Such costs shall be in accordance with the approved budget. The City shall have thirty (30) days from receipt of the invoice to submit payment to Operator. In the event of a dispute regarding any invoice submitted by Operator, City shall provide written notice of the dispute within ten (10) days of receipt of the invoice. City shall pay all undisputed portions of the invoice in accordance with the terms of this Contract.
- (3) **Late Payments:** Payments not submitted in a timely manner (within 30 days of receipt) shall incur a five (5%) penalty. If for any reason not the fault of the Operator, the Operator does not receive payment from the City within thirty-five (35) days after the time such payment is due, then the Operator shall assess a five (5%) percent finance charge to the ~~charge~~ invoice. If payment is not received within 30 days the operator has the right to send written notice to the city, alerting them of a 14 day remedy period. If payment is not received after that 14 day remedy period the Operator shall have the right, at its option, and within its sole discretion, to interrupt its personnel and supplies from Owner's pool facilities without any further or additional notice to Owner.
- (4) **Disputed Invoices:** In the event of a dispute regarding an invoice or part of an invoice, the City shall provide the Operator written notice of

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the dispute within ten (10) days of receipt of the invoice. Operator and City agree to work cooperatively to resolve the matter. City will pay the disputed portion of the invoice within the timeframe allowed for under this Contract. City's payment of the disputed portion of the invoice shall not be construed to waive any rights City has to collect or enforce its right to pursue the dispute. Should the parties be unable to resolve the dispute within thirty (30) days after written notice, the parties agree to follow the dispute process laid out in this contract.

**d) Compensation for Personal Property** - No compensation is due the Operator from the City or a successor operator for the Operator's personal property used in operations under this Contract. However, the City or a successor operator may purchase such personal property from the Operator subject to mutually agreed upon terms. Personal property not removed from the Facility by the Operator in accordance with the terms of this Contract shall be considered abandoned property subject to disposition by the City, at full cost and expense of the Operator, in accordance with Applicable Laws. Any cost or expense incurred by the City as a result of such disposition may be offset from any amounts owed to the Operator by the City to the extent consistent with Applicable Laws.

**e) Operator's Employee Incentive Program** - City and Operator agree to revisit and review Operator's Employee Incentive Program at contract renewal.

e)

## 15) DISPUTE RESOLUTION

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The parties agree to work cooperatively to resolve all issues.

- 1) Should an issue arise, the party believing itself to be aggrieved shall provide written notice to the other party within ten (10) days of the alleged grievance.
- 2) Upon receipt of the grievance, the parties will schedule a teleconference to attempt to resolve the issue. The teleconference shall occur within fourteen (14) days of the grievance occurring.
- 3) If the parties are unable to resolve the matter during the teleconference, they shall schedule a face-to-face meeting. Said meeting shall be attended by those persons from City and Operator empowered to resolve the matter. The meeting shall occur within thirty (30) days from the date the grievance occurred unless otherwise extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.
- 4) Should the face-to-face meeting fail to resolve the matter; the parties agree to submit the matter to mediation in Anchorage. The matter will be referred to a professional mediation service who shall submit a list of five (5) qualified mediators. The party filing the grievance shall have the right to strike one name, and then the other party shall have the right to strike one name, and so forth until one remains to mediate the dispute.

**16) GENERAL PROVISIONS**

- a) The City, or any of their duly authorized representatives, shall have reasonable access to the records of the Operator as provided by the terms of this contract.
- b) All information required to be submitted to the City by the Operator pursuant to this Contract is subject to public release by the City.
- c) Sub concession or other third party agreements, including management agreements, for the provision of services required and/or authorized under this Contract are generally not permitted. Specialty maintenance contracts for specialty systems are permissible with advance written notice and consent by the City which consent shall not be unreasonably withheld.
- d) Any and all taxes or assessments of any nature that may be lawfully imposed by the State or the City of Bethel upon the business, including sales taxes, shall be collected and paid promptly by the Operator.
- e) This document, the proposal selected for contract, and the Request for Proposals comprise the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by writing signed by City and Operator. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.
- f) This Contract may be extended, renewed or amended only when agreed to in writing by the City and the Operator.
- g) This Contract does not grant rights or benefits of any nature to any third party.
- h) The invalidity of a specific provision of this Contract shall not affect the validity of the remaining provisions of this Contract.
- i) Waiver by the City or the Operator of any breach of any of the terms of this Contract by the other party shall not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract shall not be deemed to be a waiver of any preceding breach of any term of the Contract.
- j) Claims against the City arising from this Contract shall be forfeited to the City by any person who corruptly practices or attempts to practice any fraud

against the City in the proof, statement, establishment, or allowance thereof.

- k) Nothing contained in this Contract shall be construed as binding the City to expend, in any fiscal year, any sum in excess of the appropriation made by the City for that fiscal year or administratively allocated for the subject matter of this Contract, or to involve the City in any contract or other obligation for the future expenditure of money in excess of such appropriations.
- l) All provisions of this Contract including exhibits, Proposal submitted by Operator and Request for Proposal, are essential parts of this Contract and are intended to be cooperative, provide for the operation of the Facility, and describing the respective rights and obligations of the City and Operator. In case of a discrepancy, written dimensions govern over scaled dimensions unless obviously incorrect.
- m) GOVERNING LAW. This Contract shall be deemed to have been entered into in Bethel, Alaska. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by Alaska law, and any action brought by either party to enforce any of the terms of this Contract shall be filed in the Bethel Superior Court. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys fees.
- n) SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.
- o) TITLES AND GROUPINGS. The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.
- p) JOINT DRAFTING. The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.
- q) RIGHTS AND REMEDIES. The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

| Operator: **USA POOLS MANAGEMENT, INC.**

By: \_\_\_\_\_

Title: President      Date: \_\_\_\_\_

CITY: CITY OF BETHEL

By: \_\_\_\_\_

Ann K. Capela, City Manager Date: \_\_\_\_\_

Title: Interim City Manager Date: \_\_\_\_\_

END OF DOCUMENT



# YKFC Operations Plan

July 1, 2015 through June 30, 2016

## Table of Contents

Labor .....	2
Days and Hours of Operation.....	3
Usage Fees .....	<u>554</u>
Programs and Fees .....	<u>776</u>
Concessions and Pro-shop .....	<u>10108</u>
Facility and Pool Management .....	<u>121210</u>
Ongoing Staffing and Training.....	<u>131310</u>
Advertising and Marketing .....	<u>131311</u>
Facility and Pool Maintenance, Utilities .....	<u>141412</u>



June 30, 2016

This plan was prepared by Raunicka Ray, Facilities Director, and other USA Pools staff, for the YKFC. This plan covers the operational period beginning July 1, 2015 thru the end of the City of Bethel 2016 fiscal year, June 30, 2016. This plan is based on industry best practices for pool safety, facility management and USA Pools industry experience.

### Labor

Labor is the most significant operating expense and is somewhat controllable based upon days of operation, hours of operation, and programs offered. There are three categories of labor: full-time, wage grade and programs driven.

The full time employees are led by the Facility Director who is responsible for the overall operations and maintenance of the facility. A full time Programs Director supports her and provides marketing, outreach, programs development and coordination responsibilities. In general terms, these two positions work 40-hour weeks, 5 days per week.

The wage grade employees are scheduled to match usage and safety requirements. These employees include:

- Pool Operators
- Lifeguards
- Customer Service Representatives
- Cleaners
- Maintenance

It is important to note that for safety reasons, there can never be less than 2 lifeguards on deck in the natatorium.

Program employees are generally instructors for a particular class. These include Water Safety Instructors for various aquatics programs, and instructors that would use the fitness and exercise rooms such as Yoga, Pilates, Aerobics, etc. USA Pools plans to reach out to the Bethel community (known as our "Strategic Partners Program") and engage knowledgeable instructors in specialty areas to meet demand. This will include such things as spin class, martial arts, and dance. The Program Instructors can be engaged on an hourly basis with USA Pools managing registration and fees or the Instructor may arrange to use the space only. The intent is to serve the public; not compete with established programs.

See attached Staffing plan for days of operation and estimated staffing requirements (YKFC Coversheet 15-16 A). The staffing plan is the basis for the estimated operating budget. This Operations Plan will be finalized based upon the approved budget. As provided for in the underlying Operations and Maintenance contract, even after the Operations Plan and Budget are approved, adjustments to the schedule may be made that reflect actual usage of the facility. The

**Comment [p1]:** What will be the cost to the instructor? Does the 'Pool' receive a percentage of the fees collected by the instructor in these situations?

**Comment [p2]:** Please clarify why not – the goal should be to provide high quality programs that will draw community members to the Aquatic Center.



June 30, 2016

City will be notified prior to changes being implemented and no such changes will occur without the written consent of the City Manager.-

### Days and Hours of Operation

**Days of Operation:** USA Pools plans to observe federal holidays and will close to the public on Monday's. The closing of the facility to the public does not mean that maintenance and cleaning staff will not be scheduled. Instead more intense cleaning and maintenance will be performed on these days in order to minimize disruption to the Facility users.

the YKFC on the following days (Tuesday). In addition based on our experience with the public, there are additional closure days around major holidays. For the period of operation covered by this plan, the YKFC will be closed the following dates:

- Thanksgiving Day: Thursday November 26 2015
- Christmas Day: Friday, December 25, 2015
- New Year's Day: Friday, January 1, 2016
- President's Day: Monday, February 15, 2016.

### Special Holiday Hours:

- July 4<sup>th</sup>: Saturday, July 4, 2016 9:00AM-2:30PM  
This should be a normal Saturday operation (have swimmers dressed in their patriotic day swimwear?)
- Labor Day: While Labor Day is September 7, closure will actually occur on September 8 in order to allow staff to enjoy the holiday Monday, September 7, 2015 6:30AM-9:00PM- (Closed the following Tuesday)
- Columbus Day: Monday, October 12, 2015 6:30AM-9:00PM (Closed the following Tuesday)- City does not celebrate this day.
- Halloween: Saturday, October 31, 2015 9:00AM-8:00PM  
This is a normal Saturday operation (maybe you want to have a special costume night)?
  - Veteran's Day: While Veteran's Day falls on Wednesday, November 11, closure will actually occur on Monday, November 9 to allow facility staff to enjoy the holiday.
- Christmas Eve: Thursday, December 24, 2015 6:30AM-1:00PM OK
- New Year's Eve: Thursday, December 31, 2015 – make the hours same as Christmas Eve or you can have a special charge and event to wait for the New Year party!  
Consider a special New Year Day back to work out Resolution Day – Special price on joining the exercise gym!
- George Washington's Birthday: Monday, February 15, 2016 6:30AM-9:00PM (Closed the following Tuesday) check if the School's are closed or open here in Bethel – they may not be.
- Easter: Sunday, March 27 2016 12:00PM-5:00PM – this should be a regular day – and Monday you are closed as usual.

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Comment [p3]: Keep in. School is in session that day so closure will have no effect on revenue.

Comment [p4]: I think they should completely close this day but have some events prior to. This town is very "religious" so attendance is not likely and it would go over well if it was closed.



June 30, 2016

- Memorial Day: While this holiday falls on Monday, May 30, 2016, the facility will close on Tuesday, May 31<sup>st</sup> instead to allow staff to enjoy the holiday. ~~6:30-9:00PM (Closed the following Tuesday) OK.~~

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**Hours of Operation:** The following hours of operation are recommended for a facility of this size.

Monday: CLOSED TO PUBLIC  
 Tuesday – Friday: 6:30 am – 9:00pm  
 Saturday: 9:00 am – 8:00pm  
 Sunday: 10:00 am – 8:00pm

The facility opening/closing hours can be adjusted on a monthly basis but only with the prior written approval of the City Manager. A notice will be posted approximately 1 month in advance so monthly pass purchasers know what they are buying.

Exercise Room (w/equipment): Every day the facility is open.

Fitness Room: As scheduled for around programs

Natatorium:

Lap Swim: 6:30 am - 9:30 am, Tuesday thru Friday  
 Programs: 3:00-9:00, Tuesday thru Friday (while school is in session)  
 9:30 am – 4:30 pm Saturday  
 Open Swim: 1:00 pm – 8:30 pm, Tuesday thru Friday, all day on weekends

(The pool deck closes 30 minutes prior to the facility to allow for changing guests.)

Comment [p5]: Conflicts with Open Swim time. While programs are important and generate users and members, the constant closing at certain hours has alienated users as well. They are tired of going only to find the pool closed. Can the programs need to be limited to sections of the pool rather than closing the entire pool?

All members and guests will be required to check in at the front desk. The facility will have set hours for both water and fitness programs. During those set time blocks there will be a designated areas to conduct these classes. The water classes will be sectioned off and the fitness room will be closed when programs are in session. During lap swim, the lane pool will be solely for lap swimmers. During open swim the lap swimmer are free to swim but are not guaranteed a lane.

Comment [p6]: Is this the solution proposed to the closing of open swim? This is the same language that was in last year's operations plan yet the entire natatorium was closed while lessons were taught, not just sections. Can we think of another plan?

Generally, during weekday lap swim and open swim until 3:30, there will be two (2) lifeguards, one (1) customer service representative and one (1) cleaner. During the weekday afternoon and evening hours, staff levels will increase to up to four (4) lifeguards, two (2) customer service representatives and two (2) cleaners. On Saturdays and Sunday, staff levels will be up to five (5) lifeguards, two (2) customer service representatives and two (2) cleaners. Customer Service Representatives will be responsible for operating the pro shop and concessions area.

Should the number of swimmers exceed the maximum allowable capacity of 111; 2-hour swim sessions will be scheduled. The swim session users will be banded and without a band the users will not be allowed to use the pool. Additionally, should staffing levels not match user limits due to approved operations budget; the facility will undergo capacity controls.



June 30, 2016

## Usage Fees

**Fees Approach:** The facility will offer day passes, individual family or corporate memberships as well as bundle passes. People will have the option to get a day pass for both pool and fitness or memberships by the month or year or purchase a block of entrances. Memberships will include pool only, fitness only or both. ~~Note that the McDowell Report suggested a surcharge for use of the water slide. These fees are all inclusive; there is no surcharge. The labor cost to monitor use is more costly than potential additional revenue.~~

**Comment [p7]:** What about the punch cards? Those were a hit with many parents but many times when staff were asked about how to buy them, they stated there was no such thing. They are great promotional items, especially around holidays. Can training be improved and the punch cards maybe advertised and promoted more?

Admission categories are as follows:

- Adults: age 18 through 59 years
- Military: with a valid ID card (can only be purchased on site)
- Senior: age 60 years and above (with proof of age)
- Kids: age 2 & under
- Youth: age 3 through 17
- Student: with current student ID (can only be purchased on site)

**Daily Admission:** If participant wants to use both pool and fitness facilities, outside of a registered participant in a class, there is a \$3 add-on fee.

Category	Fitness	Pool	Fitness and Pool
Adult	\$8	\$8	\$11
Family*	\$30	\$30	\$40
Kids	N/A	Free w/swim diaper, \$2 for swim diaper	N/A
Youth	\$5 (limited to those 14 and older)	\$5	\$8 (14 and older)
Military	\$6	\$6	\$9
Senior	\$3	\$3	\$6
Pass Package, Youth	-	\$29	\$32
Pass Package, Adult	-	\$39	\$42
Women's Adult Plus Size Pass Package	-	\$55	\$58

**Comment [p8]:** They are being bought over and over again, due to lack of planning by entrants, not as a "first time". Should we stock up on more?

The pass package is designed to accommodate visitors to Bethel that do not have a swimsuit and towel. The package is aggressively priced; the quality of the swimsuit and towel are suitable for limited use. This package will consist of a Suit, Towel and Bag as well as a one day entrance fee. If demand outpaces supply we will have to reorder more items and price is subject to change based



June 30, 2016

on cost of goods acquired.

**Monthly Membership Fee:**

Category	Fitness	Pool	Fitness and Pool
Adult	\$60	\$60	\$85
Family*	\$225	\$225	\$295
Youth	\$30 (14 and older)	\$30	\$50 (14 and older)
Military	\$40	\$40	\$50
Senior	\$25	\$25	\$45

**Comment [p9]:** Many families here are much smaller than 6 kids. They buy the "family" pass then go home and realize they paid more than they needed to. It is recommended that either the staff have additional training to steer families to the lowest cost option (individual memberships for small families) or it is time to amend the "family" pass to a family of 2 adults and 3 kids (the national average).

**Annual Membership Fee:** The fee for annual membership is the equivalent of 10 months' membership for sale.

**Annual Membership Fee:**

Category	Fitness	Pool	Fitness and Pool
Adult	\$600	\$600	\$850
Family*	\$2250	\$2250	\$2950
Youth	\$300 (14 and older)	\$300	\$500 (14 and older)
Military	\$400	\$400	\$500
Senior	\$250	\$250	\$450

\*Family membership includes up to 6 members with the same home address. For families with over 6 family members the add-on fee will be \$25.00 or \$250.00 pending on the membership type.

**Discount Program:** USA Pools has partnered with Kumarvik ~~will~~ to provide discount vouchers for family memberships and entrance fees to those families needing financial assistance to use the facility. USA Pools will give these vouchers to a designated ~~city employee~~ personnel to pass out to those in need. ~~USA Pools will instruct those needing financial assistance to visit city hall for the vouchers.~~

**Comment [p10]:** This is the same language as the last plan but unfortunately it hasn't been able to work this way. I suggest updating this to reflect how the discount or financial hardship program really works and who people really need to contact.

**Facility Rental:** Parts or all of the facility may be rented. Reservations may be made through the Programs Director. Rates are as follows:

Booking Fee (in addition to the hourly rate): \$7.50 per booking which is non-refundable (waived for VIP members.)

Entire Facility:

Call Facilities Director (will be negotiated upon renters needs) At least 30 days notice needs to be given. Because the Facility is a municipal facility, rental of the entire facility can only occur on days the facility is



June 30, 2016

scheduled to be closed. -

Natatorium:	\$115.00 per hour for 1-25 people. (Comes w/ 2 staff) \$153.50 per hour for 26-50 people. (Comes w/ 3 staff) \$192.00 per hour for 51-75 people (Comes w/ 4 staff)
Concessions area, for food prep:	\$16.50 per hour
Fitness Room:	\$40.00 per hour
Exercise Room:	\$65.00 per hour
Locker Rental:	\$75.00 per annum

Reservations must be made at least 7 days prior to event. Maximum Schedule time frame is 90 days. Payment must be made at the time of reservation.

Comment [p11]: What does this sentence mean?

Cancellation Policy: Refund or account Credit will be made if notice, in writing, is received within Five (5) days of the Event. There is no service charge if a credit is requested. There will be a 5% or \$4.00 service charge for refunds, whichever amount is greater. Cancelations made four days or less prior to the scheduled event will not receive a refund or credit.

## Programs and Fees

**Aqua Classes:** Aqua classes must be purchased through the front desk or from the USA Pools web page ([www.usapools.net/ykfc](http://www.usapools.net/ykfc)). These classes have scheduled times and dates. Participants register for a specific scheduled time and date.

Class	Description	Instruction time	Fees
Water Aerobics	The classes focus on aerobic endurance, resistance training, and creating an enjoyable atmosphere. Most land-based aerobic exercisers don't incorporate strength training into their schedules and therefore adding aquatic exercise can greatly improve their health	45 min per session for 8 sessions	\$60/\$40*
Senior Aerobics		45 min per session for 8 sessions	\$60/\$40*
Water Babies	Features: Parent participation, designed to help parents and child get comfortable in water, kicking and reaching and pull, blowing bubbles, underwater drafting, how to climb out of pool with assistance, floating with assistance	30 min per session for 8 sessions	\$75



June 30, 2016

Tiny Tots	Designed for children 4 and 5 years old, accompanied by their parents. Parents are taught how to acclimate their child to the water. Child is taught the basic fundamentals of swimming with the help of the instructor and parent.	30 min per session for 8 sessions	\$75
Levels 1-3	These classes are designed to teach youth ages 6 to 13 how to swim. There is a swim evaluation taken before being placed in a class.	30 min per session for 8 sessions	\$75/each level
Master Swim	Guided swimming technique for those greater than 19 years old	1 hour sessions for twice a week for a 1 month period	\$40
Water Polo	Recreation water polo designed for those to be socially interactive while keeping fit.	1 hour for a 2-month period.	\$75/\$10
Water Volley Ball	Recreation water Volleyball designed for those to be socially interactive while keeping fit.	1 hour for a 2-month period.	\$75/\$10
Water Zumba	Aquatic dancing class to popular relevant music	45 min per session for 8 sessions	\$60/\$40*
Summer Swim Team	This will be designed as an intermural league where local children practice and compete against themselves.	2 month period	TBD based on interest

**Comment [p12]:** The list goes from infant to age 13, skips 14-18 year olds and moves on to 19 year olds. Does the Facility offer swim lessons for 14-18 year olds? If so, please spell that out here for ease of reading

**Comment [p13]:** A day, a week, a month? Also comment below re: fees

**Comment [p14]:** Are fees per session or per class? If paid per class and someone misses one, is there a refund or a make-up?

Other classes can and will be added as needed and as can be supported by qualified instructors. The specialty classes could include: Survival Suit Training, Kayaking, and Diving. Each class will have a minimum and maximum amount of students. If the class does not meet the minimum number of students, the course will be canceled or postponed until the necessary student ratio is met. Use of the pool for the purpose of physical therapy will be encouraged.

Special Promotions: Special promotions will occasionally be offered. These include "Dive In Movies", "Ladies Only", "Fellowship Night", "Miles/Lap Club" and Triathlons. It is anticipated that modest fees will be charged for special promotions.

Consider the Special "celebration" nights like New Year's Eve and then special "door buster" membership sale in January – like "New Year's Resolution Special" advertised for 1 week.



June 30, 2016

### Fitness and Exercise Programs

Exercise Room: The exercise room will be open during all regular operational hours. Users must be at least 14 yrs old to enter the exercise room. All work out equipment is on a first come first served base. During peak hours, 4pm to 8pm, use of cardio machines will be limited to 30 minutes. All Fitness Room equipment must stay in the Fitness Room and all Weight Room equipment must stay in the Weight Room.

All Exercise Room users must sign a waiver of liability to use the equipment. First time users of equipment will be offered a free demonstration on the use of the equipment. Use of the exercise room will be monitored thru the security system. At minimum, staff will physically walk thru the room to verify proper use and cleanliness. Signage will be posted in the exercise room requesting users to wipe down the equipment after each use.

Comment [p15]: Legal should review and approve this waiver to ensure it protects the City.

Fitness Room: The Fitness Room is generally reserved for classes. Classes must be purchased through the front desk or from the USA Pools web page. These classes have scheduled times and dates. Participants register for a specific scheduled time and date. All fitness equipment must stay in Fitness Room.

Class	Description	Fees
Cardio Crunch	Designed to improve circulation efficiency and reduce blood pressure	\$60/\$40*
Senior Aerobics	Designed for those 60 yrs and better. Classes are blocked for 45 minutes with 30 minutes of exercise.	\$45/\$25*
Spin Class	Spinning is a cardio (aerobic) workout set to music and led by a qualified instructor.	\$60/\$40*
Yoga	Classes combine traditional yoga postures and exercises that focus on flexibility, strength, balance and breathing. Go at your own pace for a workout as gentle or as challenging as you like. Instructors will always offer modified poses for all levels.	\$60/\$40*
ZUMBA	Fitness Dance Class	\$60/\$40*
Introduction to Weight Training	A remedial class in weight lifting	\$60/\$40*
Introduction to Judo	A remedial class in Judo Martial Arts	TBD

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June 30, 2016

Tiny Tots	Parent involvement class for children 3-5 years old. This class is for a gradual integration into pre school.	TBD
Kickboxing	Instructed Kickboxing Class	\$60/\$40*

**Comment [p16]:** This describes nothing – please describe what the tiny tots program does since this is a public document? It is my understanding the parents really liked this program.

Asterisk delineates annual membership pricing. Pricing after a forward slash delineates drop in pricing.

Class times are blocked at 1 hour, with 45 minutes of workout time unless otherwise stated.

**Comment [p17]:** Totally contradictory. On a \$60/40\* what is the price for a non-member to take the course? What is the price for a member? Do you allow one-time drop-ins? What is their cost? This needs to be clarified please.

For those guests that are interested in trying a class, a single session can be purchased for a lesser drop in fee. Pro-rated fees will be available for those who want to join mid session.

**Comment [p18]:** If the class is blocked for 1 hour, registrants believe they are paying for 1 hour. It is strongly suggested that we either give them the entire hour or charge them less for only getting ¾ of the hour and advertise that the class is only 45 minutes.

Other classes can and will be added as needed and as can be supported by qualified instructors. The specialty classes could include various martial arts or dance type classes.

### Concessions and Pro-shop

**Concessions:** The Concessions area will generally open later in the day and close 30 minutes prior to the facility closing. Early closing of the concessions area insures that the guest will have time to consume their purchase as well as the staff close out their cash drawers. Customer Service Representatives will operate the concessions; additional staff will be added during peak hours. The hours of operation will be:

**Comment [p19]:** A lot of morning users have stated they would purchase food in the morning if the concession were open. They wouldn't mind purchasing oatmeal and/or granola bars, fruits, etc., after working out early in the morning. Is this possible?

- Monday: CLOSED TO PUBLIC
- Tuesday – Friday: 11:00am – 8:30pm
- Saturday: 10:00am – 7:30pm
- Sunday: 10:00am – 3:00pm – 7:30pm

The Concession will offer a variety of foods and snacks with a focus on healthy choices. Prices will be clearly posted. Healthy food and snack choices will be more attractively priced to encourage better choices. Concessions items include the following:

Food or Snack	Sell price	Drinks	Sell price
Pizza (Personal)	\$ 5.50	*Bottled Water	\$ 2.50
Hot Dog	\$ 3.75	Gatorade	\$ 5.00
Chili Dog	\$ 4.50	Hot Chocolate	\$ 1.25
Corn Dog	\$ 2.75	Canned Soda	\$ 3.50
Popcorn	\$ 1.25	Juice	\$ 2.00
Nachos	\$ 4.50	Coffee	\$ 1.25



June 30, 2016

Granola Bar (variety)	\$ 1.50	Sandwiches	\$ 4.75
Crackers, peanut butter or cheese	\$ 1.00	Juice Boxes	\$ TBD
Nuts	\$ 2.00		
Raisins	\$ 1.00		
Soft Serve Pretzel	\$ 3.00		
Supreme Pizza	\$ 5.75		
Candy	\$ 2.00		
Slushies	\$ 2.00		
Fruit Snacks	\$ 1.00		
Pop Chips	\$ 2.50		
Vitamin Water	\$ TBD		
Protein Drinks	\$ TBD		

**Pro-Shop:** The pro-shop will be run by a customer service representative. The pro-shop will close 30 minutes before the facility closes. Use of credit cards will be encouraged; however cash will be accepted.

The pro-shop will sell a variety of swimwear and accessories set up on a movable cart. All items will be priced or the sale price clearly indicated. Pro-shop items will include the following:

Item	Price	Item	Price
Women's one piece suit	\$ 32.00	Fun Kids Kickboards	\$ 14.00
Girls one piece suit	\$ 28.00	Regular Kickboards	\$ 16.00
Men's swim trunks	\$ 25.00	Pull buoy	\$ 11.50
Boy's swim trunks	\$ 23.00	1 Use - Towels	\$ 5.25
Silicon swim cap	\$ 12.00	Shammy Towel	\$ 14.00
Fun Kids Goggles	\$ 7.50	Water Wings	\$ 3.00
Anti Fog Goggle	\$ 8.00	Swim diapers	\$ 2.00
Anti Fog Swedish Goggle	\$ 18.00	Mesh bag	\$ 13.00
Locker Locks	\$ 10.00	Ear Plugs	\$ 4.75
Hand Paddles	\$ 9.00	Nose Plugs	\$ 3.00
Dive Rings	\$ 9.00	T Shirts	\$ 30.00
Fitness Gloves	\$ 15.00	Socks	\$ TBD
Ear Buds	\$ 4.50	Active Band (fitbit style)	\$ 25.00



June 30, 2016

## Facility and Pool Management

USA Pools will utilize our standard approach to managing underage children and any discipline, if needed. Our primary concern is safety of both the individual user and the other users. Safety will always be the over-riding concern. The following is our approach.

**Underage Children:** Children ages 12 and under must be accompanied by a legal guardian age 18 years or older. Children ages 13-17 must take a "swim test" to enter the pool area by themselves. Upon completing the swim test a parent/legal guardian must sign a waiver giving USA Pools authority to administer emergency care to child. Additionally, USA Pools requires 2 separate contacts to be on file for the child.

**Comment [p20]:** Concern. I've been there numerous times with kids and not once was this done.

**Comment [p21]:** Again, legal should review the waiver to ensure the City is protected

"Swim Test" consists of:

Swim 1 length of the pool

Float on back for 25 seconds

Tread water in deep end of pool for 60 seconds (hands may be used)

Should a diving board be on site – demonstrate child can use in a safe manner (jump off board, swim to side – onsite staff to make judgment call)

Should a moving water attraction be on site - demonstrate child can use in a safe manner

**Discipline:** Facility/Pool Rules will be posted in a conspicuous place for all users to read and understand. USA Pools will provide staff to answer any questions about the guidelines set by the facility. Should an infraction in the rules or unsafe behavior occur, the staff has express authority to discipline the individual.

The guidelines the staff uses to discipline the user if an infraction in the rules occurs is as follows:

1st time – Whistle will be blown and a warning will be given

2nd time – Whistle will be blown and a "time out" will be assessed (not to exceed 15 minutes)

3rd time – Whistle will be blown and the user will be asked to leave the facility for the day

Should a user be asked to leave the facility, proper company documentation will be filled out and the police will be called for an official police report.

Should the same individual be asked to leave more than 3 times in a rolling 30 day period, they will be suspended from the facility for 6 months. No refunds or credits will be given to those asked to leave the facility (regardless of the membership level).



June 30, 2016

## Ongoing Staffing and Training

This section concerns the ongoing staffing and training needs as a result of natural staff turnover, refresher classes and staying current within the industry.

For back-filling positions, USA Pools standard job descriptions will be used. Applicants apply on our website or may present paper applications at the facility. Applicants are interviewed and screened through our personality checklist.

On-going training for the Facilities Director and the Programs Director will include:

- NSPF Certifications
- American Red Cross (ARC) Certifications
- Hospitality Training (typically done with the Walt Disney Company)

On-going training for the wage grade employees includes:

- Bi-weekly Staff Meetings
- Pass-through Hospitality Training
- Safety Audits Quarterly
- Fitness Audits Quarterly

As outlined in our start-up plan, training begins immediately for back-filled and/or new hourly wage employees and includes:

- After Interview procedures and policies test
- In-service Training
- Onsite Facility Operations Training
- Review Test prior to their second pay period
- Any Certifications needed to perform their associated duties

Training will include both print materials and videos and be administered by the Facility Director or USA Pools Staff.

USA Pools partners with the American Red Cross and the National Swimming Pool Foundation to implement all Aquatics safety training certifications. The Facilities Director and Programs Director will both have certifications necessary to conduct classes and administer tests for lifeguards.

## Advertising and Marketing

The Programs Director is responsible for the on going advertising and marketing of the facility. Advertising will include radio spots and printed material distributed around the City. USA Pools will sub-contract with their standard social media managers for maintaining the website and



June 30, 2016

Facebook pages. Giveaways will be designed to promote the use of the facility. Special events such as Dive-in Movies and "Ladies Night" will be regularly scheduled.

**Radio** - Radio ads will run ranging from multiple times a week to daily basis. Programming and special events being held at the facility will be a high point for radio advertisements. Our marketing team will work with local radio stations to produce a string of advertisements to be "aired".

**Social Media and City's Website** ~~-(find out how to get on "bethel bargains" ) social media - everyone in Bethel is on facebook on Bethel Bargains.)~~ We currently have three social media outlets setup for the facility including: Facebook, Twitter, and Instagram. Through these outlets we will be pushing advertising and marketing on a daily basis. Content will include facility information, facility updates and upcoming events. These outlets and the facility website will be updated by our marketing team as well as the Facility and Program Directors.

**Printed materials** - Monthly scheduling and facility events will be posted throughout the city by flyers, brochures and mailers. Our marketing team will work with the Programs Director to get these printed materials made and distributed.

~~**Village Outreach** - The Travel budget for village outreach has been deleted for now. The intent is that the Programs Director will coordinate and partner with other entities that have regular interface with the villages. Informational materials will be supplied. The materials will provide basic information about the facility. This element of the budget may need to be re-visited at a later date.~~

The Program Director is responsible for the ongoing advertising and marketing of the Facility. Social media sites and the website will be subcontracted. All other advertising will be done by the Program Director.

~~One month before each quarter the Program Director will provide an advertising plan to the City Manager for review and approval. (For example, in June, an advertising plan will be submitted for the months of July - September. In September, an advertising plan will be submitted for the months of October - December. Etc.)~~

## Facility and Pool Maintenance, Utilities

There are three distinct levels of maintenance involved with the facility: Daily Cleaning, Pool Maintenance, and Periodic/Preventative Facility Maintenance.

**Daily Cleaning:** Cleaners will maintain the facility in a clean and orderly manner. Floors will be swept, mopped or vacuumed. Toilet rooms will be cleaned and re-stocked. Horizontal surfaces will be dusted and cleaned as needed. Equipment will be re-arranged to original status. Windows



June 30, 2016

and doors cleaned as needed. The facility will be cleaned after closing each evening. Heavier cleaning will be scheduled on Monday's when the facility is closed to the public. This cleaning may include, but will in no way be limited to, re-polishing floors, shampooing carpets, and deep cleaning bathrooms, showers and work-out equipment.

**Pool Maintenance:** Pool maintenance will be overseen by the Certified Pool Operator, the Facility Director in this case. Water testing, daily logs, and reporting are included. The Operations and Maintenance Manual goes into much greater detail. After the installation of the pool cover, staff will place the cover each evening and remove it every morning before lap swim. Sand removal from the bottom of the pool as well as a thorough cleaning of the pool and natatorium will occur on Monday's while the Facility is closed to the public.

**Facility Maintenance:** Facility maintenance will be provided through local labor and contractors. The Facility Director serves as the coordinating point of contact for these services. Fire Alarms and Security Alarms will be monitored by SimplexGrinnell. The Heating Ventilating Air Conditioning (HVAC) systems will be monitored and possibly remotely adjusted by Mechanical Systems Inc. (MSI). Periodic inspection and maintenance of the HVAC systems will be provided by MSI and the onsite staff to include air filter changes. For less skilled tasks such as gypsum wallboard repair and painting, and light bulb changes, local labor will be engaged.

Note that snowplowing of the parking lot and maintenance of the wind turbine are the responsibility of the City of Bethel.

**Utilities:** The City of Bethel is responsible for directly paying for electricity, water/sewer,, solid waste disposal fuel oil and Internet connectivity. The Facility Director will coordinate with the City as needed to ensure continuous operations. The Facility Director will also directly coordinate with the water plant personnel when re-fill operations are required.

USA Pools will manage and budget for telephone service, cell phone service for management personnel, cable TV for the exercise equipment, and any hazardous materials waste.

**Comment [p22]:** Does not address who has been contacted and approved for these smaller repairs. A maintenance plan is overdue and requested so that all of the difficulties experienced at the pool can be addressed and all of us are 'on the same page'

**Comment [p23]:** City will likely consider removing internet for the public due to the high cost

What will be the cost to the instructor? Does the 'Pool' receive a percentage of the fees collected by the instructor in these situations?

The instructor will pay the advertised rental cost to rent the part of the facility that they need. The pool receives 100% of the revenues taken in by the renter (less bank fees).

Please clarify why not – the goal should be to provide high quality programs that will draw community members to the Aquatic Center.

The goal is to provide high quality programming to the individuals, which is what we are doing. Should there be an established class, such as a local dance class, we will not actively solicit their dancers to take "our" dance class so that we cultivate the spirit of growth. This is not to say that if there is demand for a particular class and it is being hosted somewhere else we won't create that class. We just don't want to hinder established programs as this was discussed during the initial plan writing.

The closing of the facility to the public does not mean that maintenance and cleaning staff will not be scheduled. Instead more intense cleaning and maintenance will be performed on these days in order to minimize disruption to the Facility users.

If you want us to have further cleanings on Mondays this will add to the overall labor costs. We are not currently scheduling hourly staff, unless for special programming, on Mondays. We do have the outside service techs come in on Mondays when possible.

- President's Day: Monday, February 15, 2016.

Why was New Years Day stricken and Presidents Day added when we are already closed on Mondays?

Instead of hashing through which days we will be closed or open we will wait to hear from City council and update the budget accordingly. I think everyone has their own ideas on what days are best to be open and closed and we want to incorporate all ideas while maximizing exposure to the facility.

Conflicts with Open Swim time. While programs are important and generate users and members, the constant closing at certain hours has alienated users as well. They are tired of going only to find the pool closed. Can the programs need to be limited to sections of the pool rather than closing the entire pool?

Yes, Programs are great for all aspects of operations. We can accommodate this request as we have not been closing the whole pool.

Is this the solution proposed to the closing of open swim? This is the same language that was in last year's operations plan yet the entire natatorium was closed while lessons were taught, not just sections. Can we think of another plan?

We understand the importance of balancing a great product in terms of swim lessons and also being open to general swim. We will ensure that as we expand our Learn to swim program that we don't close the whole pool down which is how we have been operating.

Is this the solution proposed to the closing of open swim? This is the same language that was in last year's operations plan yet the entire natatorium was closed while lessons were taught, not just sections. Can we think of another plan?

We have been rolling out various types of promotional items and passes to generate revenues for the pool and we were doing so at rapid pace. We will ensure that all personnel are trained on all packages offered and how to process.

They are being bought over and over again, due to lack of planning by entrants, not as a "first time". Should we stock up on more?

? The pass package comes with a bathing suit. We have greatly increased our budgets to buy more pro shop items for the pass package suites.

Many families here are much smaller than 6 kids. They buy the "family" pass then go home and realize they paid more than they needed to. It is recommended that either the staff have additional training to steer families to the lowest cost option (individual memberships for small families) or it is time to amend the "family" pass to a family of 2 adults and 3 kids (the national average).

We will address this in our monthly training pods with the personnel.

What does this sentence mean?

You can only rent the pool out 90 days from the date of renting. You cannot rent out the pool 2 years from now.

A day, a week, a month? Also comment below re: fees

Per class session.

Are fees per session or per class? If paid per class and someone misses one, is there a refund or a make-up?

Per session pricing/Per class pricing

Legal should review and approve this waiver to ensure it protects the City.

Raunicka Send this over to Patty

Does not address who has been contacted and approved for these smaller repairs. A maintenance plan is overdue and requested so that all of the difficulties experienced at the pool can be addressed and all of us are 'on the same page'

The maintenance plans has been submitted to the city. We use local labor to do small repairs at the pool.

# **New Business**

# **Mayor's Report**

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***Bethel City Council***

***Office of the City Manager***

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# **Manager's Report**



## MEMORANDUM

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From: Ann K. Capela, City Manager  
To: Mayor, Vice Mayor and Council  
Cc: City Attorney, City Clerk  
Date: June 2, 2015  
Re: City Manager's Report

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1. FY 2015/16 Budget process has taken longer than anticipated. BMC requires the Budget to be approved by June 15, 2015.
2. Attached is the current Fee Schedule for the City of Bethel. This schedule was approved in 2013. I anticipate bringing to Council before the end 2015 calendar year a proposal that will revise the fees in accordance to the market conditions.
3. 4<sup>th</sup> of July celebration – the 4<sup>th</sup> of July parade is scheduled to take place at the same time as previous years. The parade itself will be coordinated by the VFW who is also providing volunteers to "man" the parade route. This year the parade organizers hope to have a celebrity "parade marshal". Public Works Department is providing assistance with barricades set up and takedown.
4. The 4<sup>th</sup> of July event at Pinky's Park will be conducted as usual with the exception that the City is seeking corporate sponsorship. The sponsor will receive a prominent booth space for display of their organization's activities.

Gold = \$2,000	- City submitted an application to Donlin Gold for Gold sponsorship
Silver = \$1,000	- YK Regional Hospital has agreed to be the Silver sponsor
Bronze = \$500	- still looking for a Bronze sponsor.

Funds raised will go toward the materials and rental of equipment. The goal is to obtain good sound equipment, provide T-shirts for volunteers who will be present as citizen volunteers as event "security" and offset costs of the event. During the meeting with VFW – I was informed that the 4<sup>th</sup> of July celebration event use to retain a part-time coordinator. Perhaps if there is sufficient corporate sponsorship and possible assistance from Chamber of Commerce or other non-profit organizations to participate, the City can improve on this event next year. It is celebrations and events that make a community a "community".

5. "If you see something, say something" City administration initiative – has garnered great support from law enforcement agencies at State and Federal levels. KYUK public radio has done extensive reporting on the issue of heroin addiction and its effects on the community. I anticipate a meeting 3 week of June if we are able to bring all parties together. State Troopers, FBI, Bethel PD and other law enforcement agencies may be physically present or by conference call.

The second half of the “If you see something, say something” is the medical and treatment providers. YK and Bethel Family Clinic have stepped up to offer their services and serve on the Task Force.

Lastly, KYUK has provided invaluable service to the community by programming and have committed to assist the Task Force to develop PSA (public service announcements) to encourage the residents of Bethel if they see something call the hot line – you can stay anonyms or give your name to the law enforcement to follow up. While the law enforcement can investigate there is need for ground intelligence which can only come from citizens who say something if they see or know something that will assist the law enforcement to gather evidence and charge those who sell illegal drugs.

6. Ridgecrest Drive – DOT and I remain in contact in an attempt to develop an MOU that can be agreed upon by the City and the State to re-build Ridgecrest Drive. At this time the key portion of this MOU is the City’s budget approval of the necessary cash contribution to the project and the maintenance of the road once it is built.
7. AVCP – There are many outstanding issues with AVCP. First is the contract for maintenance of poles and street lights. This contract expired in April of 2014 and was extended to October of 2014 and remains in limbo until a new contract can be signed. Use of “waste” heat or “reclaimed” heat is another outstanding issue given the need for repairs and the capacity of the current system. Lastly the issue of the “boardwalk” was brought up during the Parks & Rec budget. The City and BUC now AVCP have an agreement to have the “boardwalk” behind U of A that the City owns the boardwalk and the City must maintain the boardwalk. The expense of just replacement of the boards is doable but the repair or replacement to the structure is not possible given such a project will run into hundreds of thousands of dollars.
8. Shooting Range – I promised members of the Sports club to walk and visit this site as soon as the ground permits this. My goal is to conduct a site visit to determine if there is some resolution for the current complaints from residents due to crossover use of the site. I have been assured by the club that the site is posted as required and gates are or will be installed shortly.
9. Staff recruitment – there are many positions that are currently not filled. HR Manager is being innovative and is assisting Department Heads in the recruitment efforts.
10. Web site – The web site will need updating.
11. City Hall – if you have not noticed the “sign of the times” – the old AT&T pay phone has been removed from City Hall. The pay phone has not worked for a while and there is no demand for payphones in this age of PCD (personal communication devices) or cellular telephones.
12. City Hall repairs/improvements - the goals for improvement to City Hall entry is to paint the public hallway, purchase and install a new water cooler/fountain, install new flooring and improve public communication by installing an electronic screen for public information in the Council Chamber vestibule. If there is room – I will look at installing a small snack machine as a fundraiser similar to the soda machine which is a fundraiser to the Firefighter Volunteers.

**City of Bethel  
Fees and Charges**

**GENERAL SERVICES**

Identification Card .....	\$10.00
Replacement Identification Cards .....	10.00
Wire Transfer Fee .....	25.00
NSF Check Fee.....	30.00
Check Replacement Fee .....	25.00
Notary Service, per document.....	3.00
Electronically Reproduced Records (up to 5 pages) .....	5.00
(For documents over 5 pages in length, add \$0.25 per page)	
Bethel Business License Holders List/Information .....	25.00
Bethel Business License-based on business type (Valid 2 years).....	150.00
Bethel Lapel Pin .....	2.00
Passport Execution.....	In accordance with US Department of State Fee
Lost key (Cost of replacing locks).....	100.00
Regular Photocopies (per page) .....	0.25
CD of public meeting/hearing (per CD).....	10.00
Burial Permit.....	50.00
Burial Lot Reservation.....	150.00
<u>Appeal fees, unless otherwise specified in the code.....</u>	<u>150.00</u>

**CODE ENFORCEMENT**

Vehicle Removal, per vehicle) .....	\$200.00
Impound fee, first day .....	25.00
Each day after .....	20.00
Vehicle Disposal, per vehicle .....	200.00

**POLICE DEPARTMENT**

***Vehicles and Traffic***

Towing or initial impoundment (4-Wheeler/ ATV/Snowmachine).....	\$100.00
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Storage per day (4-Wheeler/ ATV/Snowmachine) ..... 10.00

***Animal Control***

Animal License (AVID Chip) onetime fee..... 20.00

Animal Adoption (includes license) ..... 25.00

Destruction of Animal (euthanization)..... 30.00

Impound fee, first day..... 25.00

Each day after ..... 20.00

Rabies vaccination ..... No charge

Quarantine (10 days) per day ..... 15.00

***Chauffeur/Taxi Permits***

Chauffeur Permit

Initial Issuance.....\$250.00

Renewal.....250.00

Substitute Vehicle (good for 14 days)..... 85.00

Renewal ..... 125.00

Taxi Cab, River Taxi & Dispatch Permit, per month..... 185.00

Dispatch Permit Renewal.....150.00

Taxi Cab/River Taxi Permit Application..... 250.00

Taxi Cab/River Taxi Permit Renewal.....250.00

Appeal made to the Commission.....100.00

Application to Transfer an Interest.....125.00

Late Payments.....100.00

Retest.....25.00

Mailed Applications.....15.00

Drug Testing .....35.00

**Protective Custody**

If paid within 30 days.....	\$150.00
After 30 days.....	175.00

**Copying Fee**

First 3 pages (Reports/Other) .....	\$5.00
Additional pages.....	0.25 per page

**Miscellaneous**

Fingerprints (by appointment only-when available) .....	\$25.00/per card
Civil Process Service .....	45.00

**Records Fees**

CD (per).....	15.00
Searches, if over five hours (per hour) .....	30.00

If the search or production of records for one requester in a calendar month exceeds five person-hours, the requester shall pay the personnel costs required during the month to complete the search and copying tasks. The personnel costs may not exceed the actual salary and benefit costs for the personnel time required to perform the search and copying tasks. The requester shall pay the fee before the records are disclosed, and the city may require payment in advance of the search.

**FIRE DEPARTMENT**

Basic Life Support ambulance services.....	\$350.00
Advanced Life Support ambulance services.....	450.00
Fire Incident Report .....	25.00
Ambulance Run Report.....	25.00

**MAPS**

Land Status Map .....	\$50.00
Street Map Booklet (11"x17") ..	15.00
City Map Color (Grid Sheet) ..	15.00

City Map B/W (Grid Sheet) .....	10.00
Plat Copies .....	8.00
Plotted Reproduction of an existing file .....	15.00
Street Map PDF.....	25.00
Street Map (Addresses) .....	50.00

**PLANNING FEES**

Site plan, infill/moving of single family residence ..... \$25.00  
 A \$500.00 fine if infill/moving of residence without site plan application:  
 Contractor/Owner Responsibility

Site plan, residential single family new .....\$25.00  
 A \$500.00 fine if developments of a new residence without site plan application Owner  
 responsibility

Site plan residential duplex ..... 100.00  
 A \$500.00 fine if developments of a new residential duplex without site plan application  
 Owner responsibility

Site plan residential triplex .....200.00  
 A \$1000.00 fine if developments of a new residential triplex without site plan application  
 Owner responsibility

Site Plan, infill Commercial ..... 100.00  
 A fine of \$1000.00 if infill is done without site plan application: Developers  
 Responsibility

Site Plan, Demolition of Building either residential or commercial ..... 100.00  
 A fine of \$1000.00 for torn down

Site plan, commercial, major (New Development or existing site improvement)

A. A. Site plan Application Commercial: The application fee for a commercial, industrial or other non residential development shall be \$600 for the first \$100,000 of the total construction costs, plus an additional fee one half of one percent for the portion over \$100,000 of the total construction costs. Typical construction costs shall include all costs associated with the development for which the application is being submitted, including, but not limited to site improvement for which the application is being submitted, including, but not limited to, site improvement and building improvement costs including new or

additional buildings, but shall include interior furnishings, atypical features, decorative materials or other similar features. For fees calculated based the percentage of construction costs, such costs shall be supported by the sworn statement of a licensed architect, licensed engineer or other qualified individual if an architect or engineer has not been retained for the project as the expected construction costs for projects over \$1,000,000 . Institutional (Hospital, Educational and Governmental) will be assessed a flat fee of \$600 for the total cost of the construction.

- B. A. For a proposed linear development, the application fee shall be \$150.00 per acre of all land included in the right of way of the proposed linear development project plus \$150.00 per acre located outside of the right of way that will be disturbed as part of a linear development project. A Linear development means land uses such as roads, trails, sewerage and management of pipes, gas and water pipelines, electric, telephone and other transmission or distribution lines, which have the basic function of connecting two points, the rights-of-way therefore, and any accessory structures or uses directly associated therewith. Linear development shall not include residential, commercial, office or industrial buildings, improvements within a development such as utility lines or pipes, or internal circulation roads;
  - 1. For a resource extraction permit application or permit renewal application, the application fee shall be \$1,500.00 plus \$30.00 per acre to be mined within each permit period (Yearly);
  - 2. For a change of use with no additional development or home occupations, the application fee shall be \$200.00; and

The application fee for mixed residential and non-residential development shall be the sum of the residential and non-residential development fees as calculated according to the relevant fee schedules in (A) above.

Variance.....	\$200.00
Vacation.....	\$300.00
Conditional uses-permit .....	\$200.00
Re-plat, short subdivision, abbreviated plat, supplemental plat, waiver, floodplain land use.....	\$100.0 .plus recording fees
Preliminary subdivision plat.....	\$300.00
.....	plus \$15.00/lot

Final Subdivision plat.....	\$300.00
.....	plus recording fees
Site plan submitted after work has begun.....	\$300.00
Utility Permit .....	\$400.00
Platting Waiver .....	\$100.00
Appeal.....	\$100.00

**MAPS**

Xerographic type single sheet map copy.....	\$5.00 per sheet
Computer generated retracement of single lot or tract with legal Description.....	\$25.00
Computer generated single sheet maps-plats.....	\$50.00 first sheets
.....	\$25.00 each additional sheet
Land Status Map .....	\$30.00
Street Map (Addresses) .....	\$50.00
Comprehensive Plan on CD ( <i>also available at no cost on City website</i> ).....	\$25.00

The fee for a Letter of Interpretation or Amended Letter of Interpretation pursuant to Bethel Municipality Code shall be determined according to the following:

1. The application fee for any other Letter of Interpretation or Amended Letter of Interpretation shall be \$200.00.

(a) The application fee for the review and processing of a request for a letter stating information that is available in a municipal land use ordinance or stating other information readily available to the public from a source other than the Bethel Planning Commission shall be \$200.00.

(b) The application fee for an Amended Certificate of Filing shall be \$200.00 or 10 percent of the original permit fee, whichever is greater, with a maximum fee of \$3,000. If a request for an Amended Certificate of Filing is submitted more than five years following the issuance of the original Certificate of Filing, the fee shall be calculated as if a new application had been submitted.

(c) The fee for the review of any study or survey prior to the submission of a development application, including, but not limited to, any threatened or endangered species protocol, threatened or endangered species protocol results or a cultural resource survey, shall be one-third of the estimated application fee calculated in accordance with (a) through (b) above. Any fee submitted in accordance with this provision shall be deducted from the application fee due at the time of submission of the application for the proposed development for which the study or survey was prepared or conducted.

**Code Enforcement**

Junk Vehicles Removal, per vehicle .....\$200.00  
 Impound fee, first day .....25.00  
 Each day after .....20.00

Removal of non-vehicles junk/honey buckets (percentage of cost of removal) ..... 100%  
 Disposal of items plus city man power (wages), city vehicles usage (gas), court cost, attorney fees, only if property owners don't remove the debris from their property.

**PARKS AND RECREATION**

Weight Room, per day.....\$5.00  
 Weight Room, per month ..... 50.00  
 Weight Room, Senior Rate.....3.00  
 Weight Room, per year.....350.00  
 \*Bethel 4-H Youth Center  
 \*Monthly participant fee (grades K-12).....25.00  
 \*Annual fee offered Aug to Nov PFD Special participant fee (grades K to 12).....160.00  
 Adult per day fee.....5.00  
 (The Bethel Youth Center is open to adults during open hours that there are no scheduled youth programs)  
 Log Cabin rental,  
 Cleaning Deposit (refundable).....200.00  
 Main Room full day ..... 175.00

Kitchen full day .....	50.00
Both/full day .....	225.00
Main Room half day .....	90.00
Kitchen half day .....	25.00
Both/Half day .....	115.00
Log Cabin non-profit rental cost, Cleaning Deposit (refundable).....	\$200.00
Main Room full day .....	50.00
Kitchen and Main Room.....	75.00

*\*Bethel Youth Center Fees can be waived by department policy.*

**PORT AND HARBOR**

Fees are in accordance with the most recently adopted tariff rates. Verify with Bethel Port Office.

**PUBLIC WORKS**

***Water & Sewer Rates***

Fees are in accordance with the most recently adopted ordinance establishing water and sewer rates. Verify with Bethel City Finance Office.

***Garbage & Landfill Rates***

Fees are in accordance with the most recently adopted ordinance establishing garbage and landfill rates. Verify with Bethel City Finance Office.

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***Bethel City Council***

***Office of the City Manager***

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# **Management Team Reports**



## CITY OF BETHEL

Post Office Box 1388  
Bethel, Alaska 99559  
Phone: 907-543-2047

TO: City Manager  
FROM: Human Resources  
SUBJECT: May 2015 Manager Report

DATE: June 2, 2015

### Staffing and Retention:

Assisted Fire and Finance Departments with position advertising, interview questions, and interviews. Have re-worded online announcements for positions with frequent turn-over or short-notice requirements to fill (CDL drivers, dispatchers, CSO's and community service patrol) to indicate that while there may not be current openings, applications for these positions will be retained for six months as a "pool" to review when the need arises.

### Pre-employment Processes:

HR is continuing to coordinate the pre-employment processes with the Police Department and will be developing procedures specific to those employees having access to criminal justice information are processed in accordance with both the City's requirements and the federal guidelines.

Background screening requirements are being developed for each individual department with input of the Department Managers. Particularly with respect to criminal record checks, each department must identify specific criteria that relates to the essential functions of the position for which an individual has applied. Having established, pre-defined criteria ensures the City is maintaining safety and security standards, while also ensuring that the City not violate an individual's civil rights.

For example, prospective employees of the Port Department must meet the following criteria:

- No DUI in past 5 years (must drive City equipment and vessel);
- No theft in past 5 years (functions as security guard for port and harbor users);
- No pattern of assault in past 5 years (extensive contact with the public in sometimes stressful conditions).

The results of the background screening are not released beyond HR, except to the individual themselves. If denied employment due to the results of a background screening, an individual has an opportunity to dispute the findings per the requirements of the Fair Credit Reporting Act.

### Position Descriptions:

Revision of the Planner position description is in-process, to broaden the eligibility pool while still being able to hire a candidate able to meet the essential functions expected of the City's planner. Port Attendant and Small Boat Harbor Attendant temporary positions were re-drafted as Facilities Attendant, including welding and CDL as desired qualifications. The rewrite allows the Port Department more flexibility in hiring and staffing for the season, while still allowing the flexibility of billing specific hours to specific accounts to support enterprise operations.

Benefits:

Retro-active enrollments are now complete; stop-loss provider would not enroll employees retro-active to hire date, but with an enrollment date of May 1, 2015, which actually saved the City from paying retro-active stop-loss fees. Enrollment changes and dependents must wait until the December open enrollment period, which will be broadly advertised to employees and the union.

Notified employees of the AFLAC open enrollment period, which lasts from May through June. A voluntary benefit, any City employees (including temps) can enroll at any time, but if done during the open enrollment period, AFLAC premiums can be deducted and paid pre-tax, a significant benefits to those employees who opt to participate.

Employee Handbook:

The draft employee handbook is in progress, with the draft table of contents attached to this report. HR intends to release the handbook "section by section" to City Council through the City Manager, following legal review of each section. In conjunction, any suggested/required changes to BMC Title 3 will be presented along with the relevant section of the handbook.

Policies:

Coordinated with the Finance Department on their draft policy for Purchase Cards (P-Cards) that would also apply to holders of City-issued credit cards. Distilled employee requirements into a bulleted format that included an employee acknowledgement and a card tracking (issuance and return) process. Referred back to finance following HR revisions.

OSHA:

Completed Bureau of Labor Statistics reporting of 2014 OSHA-reportable workplace injuries. Coordinated with the AKOSH (Alaska) Consultation & Training program and scheduled a Safety Consultant to visit City facilities (other than the water plants) in late July for a "consultation training". The visit is a confidential, cost-free evaluation (inspection) of the City worksites, mainly to provide assistance with eliminating and reducing workplace hazards. The port and harbor facilities will not be involved in the activity.

Transit Program Drug and Alcohol Review:

Following a mid-point update to the Alaska Department of Transportation, submitted the City's responses to the August findings by the May 31, 2015 extension. The response is attached to this report; HR is currently awaiting DOT's review and response.

Drug & Alcohol Program:

Second quarter random selections are ongoing with likely process changes for 3<sup>rd</sup> quarter based on the Transit Program audit results.

Other:

Notified Department Heads of the opportunity to participate in ONC's Summer Youth Employment program. Interested departments, considering available tasks and the manpower needed to train and mentor the participating youth, will contact ONC directly to participate.

## TABLE OF CONTENTS

<b>WELCOME.....</b>	<b>7</b>
<b>The City of Bethel.....</b>	<b>7</b>
<b>About the Handbook.....</b>	<b>7</b>
Purpose.....	7
Source.....	7
<b>What the Handbook Isn't (Disclaimers).....</b>	<b>8</b>
<b>Handbook Updates/Changes in Policy.....</b>	<b>8</b>
<b>Nature of Employment.....</b>	<b>9</b>
<b>DIVERSITY AND RESPECT.....</b>	<b>9</b>
<b>Equal Opportunity.....</b>	<b>9</b>
<b>Reasonable Accommodation of Qualifying Disabilities.....</b>	<b>9</b>
<b>Zero-Tolerance for Harassment or Discrimination.....</b>	<b>10</b>
<b>Complaint/Reporting Process.....</b>	<b>11</b>
<b>Non-retaliation Policy.....</b>	<b>11</b>
<b>A SAFE AND HEALTHY ENVIRONMENT.....</b>	<b>12</b>
<b>Workplace Violence Policy.....</b>	<b>12</b>
<b>No Firearms.....</b>	<b>12</b>
<b>Tobacco, Alcohol and Drug-Free Workplace.....</b>	<b>12</b>
Tobacco.....	12
Alcohol Prohibitions.....	13
Drug (Illegal and Legal) Prohibitions.....	13
Drug and Alcohol Screenings.....	13
<b>Investigation And Searches.....</b>	<b>13</b>
<b>Safety.....</b>	<b>14</b>
<b>Reporting Employee Injuries.....</b>	<b>14</b>

Children in the Workplace.....	14
<b>EMPLOYMENT .....</b>	<b>15</b>
Employee Classifications .....	15
Position Descriptions.....	16
Recruitment .....	16
Pre-Employment .....	16
Background and Reference Checks .....	16
Drug Testing .....	17
Verification of Employment Eligibility.....	17
<b>Nepotism, Employment of Relatives and Personal Relationships.....</b>	<b>17</b>
Employee Consensual Relationships.....	17
Employment of Relatives .....	18
Introductory Period.....	18
Progressive Discipline.....	19
Separation of Employment.....	19
Reasons for Separation .....	19
Return of Company Property .....	20
Employee Out-processing.....	20
Rehire.....	21
<b>WORKPLACE EXPECTATIONS.....</b>	<b>21</b>
Confidentiality .....	21
Ethics and Conflict of Interest.....	22
Outside Employment .....	22
Gifts and Gratuities .....	22
Political Activity.....	23

<b>Attendance and Punctuality</b> .....	<b>23</b>
<b>Attire and Grooming</b> .....	<b>23</b>
<b>Electronic Communication and Internet Use</b> .....	<b>23</b>
Usage Guidelines .....	23
Right to Monitor .....	24
<b>Employee Personnel Records</b> .....	<b>24</b>
<b>COMPENSATION</b> .....	<b>25</b>
<b>Workday and Workweek</b> .....	<b>25</b>
<b>Time Reporting</b> .....	<b>25</b>
<b>Meal Periods and Breaks</b> .....	<b>26</b>
<b>Performance and Salary Reviews</b> .....	<b>26</b>
Regular Assessments .....	26
Following Introductory Period .....	27
Unsatisfactory Rating .....	27
Increases in pay .....	27
<b>Payment of Wages</b> .....	<b>27</b>
Pay Period and Method .....	27
Payroll Deductions .....	27
Pay Advances .....	28
<b>Wage Scale</b> .....	<b>28</b>
<b>Holiday Pay</b> .....	<b>28</b>
<b>TIME OFF/LEAVES OF ABSENCE</b> .....	<b>28</b>
<b>Vacation or Paid Time Off (PTO)</b> .....	<b>28</b>
Cash out/Donations .....	29
<b>Sick Leave</b> .....	<b>29</b>

<b>Family and Medical Leave .....</b>	<b>29</b>
Eligibility For Medical Leave .....	30
Type of Leave Covered .....	30
When Medical Certification Is Required .....	30
Military Family Leave .....	31
Compensation .....	31
Benefits Continuation .....	32
Job Restoration .....	32
Employee Notice .....	32
Employer Notice.....	33
Definitions .....	33
<b>Injury Leave (Workers compensation).....</b>	<b>35</b>
<b>Court Leave .....</b>	<b>35</b>
<b>Uniformed Service Leave.....</b>	<b>35</b>
<b>Funeral Leave .....</b>	<b>36</b>
<b>Emergency Leave .....</b>	<b>36</b>
<b>Leave Without Pay .....</b>	<b>36</b>
<b>EMPLOYEE BENEFITS.....</b>	<b>36</b>
<b>Employee Benefit Plans.....</b>	<b>36</b>
Eligibility In General .....	37
Group Health Insurance .....	37
Life Insurance .....	37
Retirement Plan (PERS) .....	37
Employee Assistance Program (EAP) .....	37
Workers' Compensation Benefits .....	38

457 Deferred Compensation Plan (Voluntary).....	38
AFLAC Pre-tax Programs (Voluntary) .....	38
Reduced-fee Utility Benefit (Utility Account Holders) .....	38
<b>SPECIAL SITUATIONS.....</b>	<b>38</b>
<b>Employee Travel.....</b>	<b>38</b>
<b>Purchasing.....</b>	<b>38</b>
<b>CDL-Holder Drug and Alcohol Policy.....</b>	<b>38</b>
<b>Transit System Drug and Alcohol Policy.....</b>	<b>38</b>
<b>Employee Health.....</b>	<b>38</b>
<b>Education and Training/tuition assistance .....</b>	<b>39</b>
<b>Vehicles.....</b>	<b>39</b>
<b>DEFINITIONS .....</b>	<b>39</b>
<b>EMPLOYEE ACKNOWLEDGEMENT and receipt .....</b>	<b>39</b>



## CITY OF BETHEL

Post Office Box 1388  
Bethel, Alaska 99559  
Phone: 907-543-2047

May 29, 2015

Robbie Sarles  
RLS & Associates, Inc.  
3131 S. Dixie Drive, Suite 545  
Dayton, OH 45439

SUBJECT: Section 5311 Drug and Alcohol Compliance Site Review

Dear Ms, Sarles:

Upon my hire on March 2<sup>nd</sup>, I was advised of the results of our August 2014 site review. Since then, I have been working diligently to address the identified findings in order to meet our amended due date of 5/31/15.

Please find attached my response to items identified your summary report, the prepared City of Bethel Action Plan, and the questionnaires. I have also attached copies of documentation, where relevant. Because I am rebuilding the documentation for this program with information available to me, I recognize that our processes can be further improved, and I will continue to work towards that end over the next few months.

If you have any questions, or would like me to revisit any items in this report, please do not hesitate to contact me.

Regards,

Laura Cloward  
Human Resources Director  
Drug and Alcohol Program Manager  
907-543-1371  
lcloward@cityofbethel.net

## DRUG AND ALCOHOL PROGRAM MANAGER (DAPM) INTERVIEW

### 1. Overview

Due to recent staff turnover the role of the Drug and Alcohol Program Manager (DAPM) had not been performed for several months prior to the site visit. The Assistant Finance Director was asked to act as the interim DAPM until the Director of Human Resources position was filled. The Interim DAPM was assigned these responsibilities upon our arrival with no prior notice. Even though willing and committed to perform these functions in the future, the interim DAPM had only limited knowledge and experience with the drug and alcohol testing program. Additionally, records were in disarray or missing all together. Of greatest concern was a misunderstanding regarding the applicability of the regulations to transit employees that left the City completely out of compliance with FTA regulation (49 CFR Part 655). As such, the DAPM review was limited.

The City must take immediate corrective action to establish/re-establish all the necessary components of a FTA compliant drug and alcohol testing program for all safety-sensitive transit employees. To accomplish this task, the City must identify who within the City administration is the DAPM and provide sufficient resources and support to develop, implement, and maintain a program. Of utmost importance, the DAPM should undergo extensive training on the regulatory requirements as soon as possible. The City must describe the actions that will be taken including a timeline to ensure the DAPM is trained to perform the functions of the position.

**The City has identified Laura Cloward, Human Resources Director, as DAPM. The HR Director position was newly filled by her hire on March 2, 2015, affording the City the opportunity to develop and implement a program within a permanent position. Cloward has been in contact directly with Beacon/Worksafe and Bethel Family Clinic, the designated collection site per Beacon. Cloward has also been maintaining all correspondence and coordination with Debbi Howard, DOT and Sean Oswald, RLS as the City's designated DAPM.**

**Because of the timing of Cloward's hire, there was no funding designated in the budget for specific training. Until the new fiscal year (July 2015), in lieu of training, Cloward has been directed to, and is currently using the US DOR Employer Resources web site to become educated on the requirements for safety-sensitive transportation employees. The City is targeting Q3 2015 to focus on formal training for Cloward as the DAPM, as well as training that may still be needed for other employees to improve the program.**

**Some training was completed prior to and immediately following the on-site inspection, however Cloward has not yet identified/consolidated all of the records. Mr. Ferguson, the Transit Manager (and supervisor for the program), completed Reasonable Suspicion Determination Training on August 13, 2014. The Human Resources Director has planned for training dollars to be included in the 2016 fiscal year budget (July 1, 2015 to June 30, 2016) to conduct the required Drug Abuse Awareness Training and the Supervisor Reasonable Suspicion Training. The City will be prepared to provide an update on the Training section of the Action Plan during the first quarter of the new fiscal year, should that be required.**

**The City has identified eight (8) funded positions that would be considered safety-sensitive as related to FTA. The roster includes a transit manager, three drivers, and four mechanics who have the potential to conduct maintenance or repairs on transit equipment. The roster has been submitted to the City's third-party administrator, Beacon/Worksafe. Cloward has**

**been in communication with Beacon's DA Administrators to ensure that any staff changes are communicated following successful pre-employment screening or termination. This list has already been confirmed with Beacon for the 3rd quarter 2015 selection.**

## **2. Policy**

The City must create and adopt a new, updated drug and alcohol policy for transit employees that meet the requirements of 49 CFR Part 655, as amended. The policy must be submitted to RLS for review. Upon approval, it must be scheduled for formal adoption and subsequent distribution to all covered transit employees.

**The City adopted a Drug and Alcohol policy specific to the FTA program and those individuals employed in the identified safety sensitive positions. The policy was adopted by administration in January 2015 and has subsequently been distributed to the City's union contact electronically. Cloward was unable to document that current staff had read and acknowledged the newly-adopted policy and re-distributed it to those staff in identified positions. Completed acknowledgement forms will be maintained in the employees' personnel files.**

**Future hires serving in any of the identified safety sensitive positions will receive and review the policy during the City's new hire in-processing with Human Resources. This is completed in conjunction with completion of pre-employment screening paperwork (authorization and release). Following acknowledgement of the policy and authorization for the screen, new employees will be scheduled at the Bethel Family Clinic for the actual drug and alcohol screen.**

## **3. Records Management**

The DAPM should be diligent about maintaining all necessary records and keeping them in an organized manner with controlled access. To the maximum extent possible past records and files should be found and stored in a secure manner. Anytime records are missing, the DAPM should obtain duplicate copies from the collection site, Medical Review Officer (MRO), or Third Party Administrator (TPA). Existing files should be corrected and standard operating procedures should be put in place to ensure that all testing events are tracked, records obtained and maintained consistent with the regulations. The DAPM should provide documentation that an update to current standard operating procedures and protocols for drug and alcohol testing record management has been developed and implemented.

**All available historical documentation has been consolidated, to include random selection lists and associated results. The documentation is maintained under lock and key in the HR office, separate from any personnel files and confidential employee medical files. Cloward is auditing the records on a year-by-year basis, to ensure the quarterly selection lists have associated results of testing.**

**Since hire, Cloward has ensured that individual's identified on the quarterly selection report participate in the random screening. A referral is first sent to the TPA for each identified individual and the TPA coordinates via fax with the Bethel Family Clinic. Once the paperwork is complete, the selected employee reports to the Clinic. Following the test, the Clinic mails a copy of the custody/control paperwork to Human Resources. Once the MRO has reviewed the test results, Beacon sends Human Resources those results. The**

**collection and results paperwork for each identified employee are maintained with a copy of the selection list.**

**Data was compiled from Beacon and reviewed in preparation of the 2014 MIS reporting. The MIS was submitted electronically and verified by RLS, with a single FTA-related safety-sensitive employee included in the pool.**

#### **4. Random Testing**

All transit system safety-sensitive employees must be included in a random testing program. The random selection process must be scientifically valid and unpredictable. Random testing must be distributed throughout all hours of the day, and days of the week when transit safety-sensitive functions are performed to ensure the tests are not predictable. Likewise, tests must be distributed throughout the testing period (i.e., quarter) and group testing should be avoided. The DAPM must describe how this distribution will be accomplished in the future and provide copies of random selection notifications with corresponding copies of Custody and Control Forms/Alcohol Testing Forms for random tests conducted during the last two quarters of 2014. The DAPM must also schedule sufficient numbers of tests to ensure that the FTA regulated testing rates of 25% for drugs and 10% for alcohol are met in 2014.

**While all transit system safety-sensitive employees had completed a pre-employment screen, they were either identified as non-DOT or the results not provided to the TPA for inclusion in the City's pool. To resolve that, the Transit Manager and both drivers completed new pre-employment (DOT) screens and were added to the TPA's roster.**

**The City of Bethel has decided to initially include the transit safety-sensitive personnel into Beacon's FSCMA pool, in lieu of joining their FTA pool. If, based on the population size, Bethel's FTA participants are not identified sufficiently in the quarterly draw lists (25% drug, 10% BAC), the City will transition the FTA-related safety-sensitive employees to Beacon's FTA pool.**

**The City has a contract with Beacon for their services, with the most recent TPA Annual fee invoiced on March 1, 2015. The services include roster update, random pool management, reports, program compliance, regulatory and statutory updates, and audit support if necessary.**

**Several years ago, the DAPM would receive a daily schedule from public works and the DAPM would schedule the random tests based on availability, ensuring a fair distribution across work hours and within the quarter. The new Public Works Director wishes to manage the scheduling in order to minimize overtime and disruptions to the delivery of city services. While the process may have worked in the absence of an HR director and designated DAPM, now that there is a designated DAPM, the City's attorney is recommending a return to the previous process, whereby only the DAPM is aware of the individuals' identified for random testing prior to the employee being notified. This will be re-implemented for 3<sup>rd</sup> quarter random testing.**

#### **5. Standard Operating Procedures/Protocols**

The DAPM must establish standard operating procedures/protocol and related forms (i.e., sample forms were provided on a resource flash drive during the review) for the drug and alcohol testing program. Protocols should be established for pre-employment, random, reasonable suspicion, post-

accident, return-to-duty and follow-up testing. Additional procedures should be established for service agent oversight. The protocols should be submitted for review to RLS.

**The City has opted to use the TPA's referral forms for any test orders, to include pre-employment, random, and post-accident. This precludes the need to modify an order form specific to the City or the transit program.**

**With the hire of a Human Resources Director, all new employees in-process through HR to complete pre-employment paperwork and items. For individuals to be entered into the pool (transit managers, drivers, and mechanics) the packet includes an authorization and release form for Drug and Alcohol screening. The test is coordinated through Beacon, conducted at Bethel Family Clinic, and is a pre-cursor to any additional hiring process. Following successful passing of the pre-employment screen, personnel hired into safety-sensitive positions are required to read and acknowledge the DOT Drug and Alcohol policy specific to the transit program.**

**During the past three months, Cloward has focused on shorting up processes and protocols for new hires and random testing. Next, Cloward will be formalizing protocols for post-accident and reasonable suspicion. Currently, a supervisor incident/accident report is used as a catch-all and after-hours reporting requires participation of the Bethel Police Department for any collection and/or BAC testing. There have been no accidents, nor incidents of reasonable suspicion, since Cloward was hired, but she will be working with Beacon to develop improved protocols for these instances, in particular after-hours, in order to remove the City, if possible, from any perception of conflict of interest arising from the Bethel Police Department's involvement.**

## **6. Specimen Collection Procedures--Bethel Family Medical Clinic**

In general, the Breath Alcohol Tester (BAT) was not confident on the required procedures associated with unusual testing scenarios. Similarly, the urine specimen collector was unsure of the procedures to be used when problems arise in the collection process. The collector was unaware of the Urine Specimen Collection Guidelines. These guidelines provide specific instruction on how to handle problems during the drug testing procedure. A number of significant errors were made during the mock collections (See detailed interview reports). As a result, the reviewer requested a meeting with Clinic management to discuss corrective actions, needed modification in standard operating procedures and refresher training for collectors. The DAPM must obtain documentation from the Bethel Family Clinic that the necessary corrective actions were taken.

**Because the Bethel Family Clinic is Beacon's contract collector for the Bethel area, Cloward has been working through Beacon to identify either an alternative collection location or confirm the capabilities/proficiency of their identified provider. Thus far, there has been no alternative provider in Bethel. Because of the need for changes in the practices of a non-City affiliated business, the process of improving this area is a sensitive one and is ongoing.**

## **7. Summary**

While this report addresses not only the summary findings but also the items identified in the Action Plan, it is the City's intention to continue to implement program improvements, participate in training, and maintain currency on any changes to the related regulations.



CITY OF BETHEL  
Fire Department

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

*Celebrating 50 Years of Service*

DATE: June 1st, 2015  
TO: Ann Capela, City Manager  
FROM: Bill Howell, Fire Chief  
SUBJECT: Manager's Report – Month of May, 2015

### **Current Events/Projects**

- The Bethel Moravian Church Dorm plan was given Fire Department approval to proceed.
- All Department personnel received hearing conservation training and hearing testing in May in accordance with the City Hearing Conservation Plan and OSHA.
- Our annual Memorial Day sale on May 30<sup>th</sup> was well attended by the public and a great success. Besides raising funds that support local youth and emergency services in Bethel, it is a great was for the community to meet Bethel's emergency responders in a fun environment.
- 16 water pagers were issued to water truck drivers. Fire Department "water pagers" are issued to water and sewer drives with a special tone frequency that is activated by our Public Safety Dispatchers in the event additional water is needed at the scene of a fire.

### **Emergency Planning/Homeland Security**

- On May 5<sup>th</sup> I met with Amanda Loach and Mariel Fonteyn of the DMVA-DHSS River Watch Division regarding flood risk. Break up was unremarkable this year. No injuries or flooding was reported in Bethel
- FEMA is conducting a regional Emergency Operations Planning work shop June 2-4, 2015. The workshop is sponsored by AVCP. The Fire Chief will be in attendance and brief the administration on any issues affecting the City.

- The City successfully participated in the Pills to Polar Bears exercise, May 12<sup>th</sup> through the 15<sup>th</sup>. The exercise scenario was based on a white powder, presumptively positive for anthrax, attack on the State of Alaska. Our particular exercise was triggered by an attack on YKHC which led to activation of our Emergency Operations Center (EOC), and a local disaster declaration to the State. A copy of the after action report is attached for review.
- The Department attended a GIS hazards mapping meeting with the Manager on the 27<sup>th</sup>.
- The Department attended the Bethel Airport emergency planning meeting on May 21<sup>st</sup>.

### **Responses**

- There were 92 EMS and 21 Fire calls for service in the month of May.
- On 05-04-15 at 3:51 p.m. firefighters responded to Akiak Street for the report of a grass fire. Upon arrival, firefighters found a grass fire out on arrival. Investigation showed the fire was intentionally set by juveniles.
- On 05-12-15 at 2:24 a.m. firefighters responded to Haroldson's Subdivision for the report of a fire. Upon arrival, it was found that structures were burning. The fire was extinguished and the area was monitored for rekindles.
- On 05-20-15 at 1:43 a.m. medics responded to Kasayuli Subdivision for the report of a person who had overdosed on heroin. The patient was assessed and transported to the hospital.
- On 05-24-15 at 4:00 a.m. medics responded to the boardwalk near Pinky's Park for the report of a dead body. Medics found a female without a pulse and not breathing. Medics confirmed death and left the scene with Bethel Police Department officers for investigation.

### **Staffing/recruitment**

- We are pleased to report that the Fire Captain position has been filled. After a nationwide advertising campaign, examination and interview of all applicants, Daron Solesbee is the new Bethel Fire Captain, effective June 1<sup>st</sup> 2015. Daron is a seven year veteran of the Bethel Fire Department who also served as a Kodiak City Firefighter/EMT.

Daron's combination of experience, training, education and commitment to the citizens of Bethel and the Alaska fire service, distinguished him as the best applicant to further the goals, objectives and vision of the Bethel Fire Department. We congratulate Daron on his promotion to Fire Captain.

- The Department is advertising and interviewing for three open Firefighter/EMT positions.
- Volunteer FF/EMT Thor Williams has been very gracious to join our team as a temporary employee. Thor will provide shift coverage while we search for qualified applicants. We thank Thor for stepping up to the plate when his Department needed him.
- Advertisements for all department positions have been placed in Alaska's major road system papers and on the Alaska Fire Chiefs Association web and Facebook pages. We will advertise on the entire west coast in early May.
- The Department has one FF/EMT position that was defunded FY 15.

### **Training**

- Firefighter-1 students were instructed in the following topics: Water Supply, Fire Hose, Fire Streams, Fire Control, Fire Detection/Alarm/Suppression Systems, and Loss Control.
- On 05-05-15 at 1900, an EMT Meeting was held at the fire station in which responders practiced performing techniques to assure a patent airway by placing oral airway adjuncts and endotracheal tubes.
- On 05-19-15 at 1900, an EMT Meeting was held at the fire station in which responders refreshed their knowledge of caring for diabetic patients, medication administration, and blood glucose monitoring.
- On 05-14-15 at 1900, a Firefighter Meeting was not conducted. Firefighters responded to a rekindle fire at Haroldson's Subdivision.
- On 05-28-15 at 1900, a Firefighter Meeting was held at the fire station in which firefighters practiced loss control measures by rolling and folding tarps, constructing water chutes and catchalls.

### **Vehicles & Equipment**

- Engine 4, the departments new Fire Engine is having computer problems and is not running. We are working with the V&E department to rectify the problem
- Truck – 1 our 1980 aerial is still in partial service with a decertified aerial device. Underwriters Laboratories is scheduled to retest the aerial in July of this year.
- M5, normally a frontline ambulance is still in reserve waiting for repair by the V&E department.

- E-28 our 1981 donation from the DOT is unable to pass a pump test.
- The Department is developing specifications for a new ambulance and 3500 gallon water tender.

### **Budget/Financial**

- The Departments budget modification for an overtime and leave cashout shortage passed.
- The Department callback overtime budget is in deficit. Total personnel is still within budget.

### **Grants**

- The Departments extension to the performance period of its 2013 FEMA Assistance to Firefighters Grant for Self Contained Breathing Apparatus (SCBA) was approved. The performance period is extended to October 15, 2015.
- The Department received \$9147.00 dollars from the State Volunteer Fire Assistance (VFA) grant. This grant will be used to purchase two additional Self Contained Breathing Apparatus, bringing the Departments total to 21). Department staff apply for this grant annually which is limited to \$10,000.00 and has a 10% match.

**State of Alaska**  
**Division of Homeland Security and Emergency Management**  
**After Action Report / Improvement Plan**

**Section 1: Exercise Overview**

<b>Jurisdiction:</b> City of Bethel	<b>Point of Contact</b>
<b>Exercise Name:</b> Pills to Polar bears	<b>Name:</b> William (Bill) Howell
<b>Begin: Date:</b> 05-12-15 <b>Time:</b> 0900	<b>Title:</b> Fire Chief
<b>End: Date:</b> 05-15-15 <b>Time:</b> 1400	<b>Phone Number:</b> 907-543-2131

<b>Grant Program</b> <input type="checkbox"/> Citizen Corp (CCP) <input type="checkbox"/> Emergency Management Performance Grant (EMPG) <input type="checkbox"/> Local Emergency Planning Committee (LEPC) <input type="checkbox"/> Metro Medical Response (MMRS) <input type="checkbox"/> State Homeland Security (SHSP) <input type="checkbox"/> Other <u>N/A</u>	<b>Type of Event</b> <input type="checkbox"/> Actual <input type="checkbox"/> Seminar/Workshop <input type="checkbox"/> Tabletop Exercise <input type="checkbox"/> Drill <input type="checkbox"/> Functional/Command Post <input checked="" type="checkbox"/> Full-Scale Exercise	<b>Mission Focus of Exercise</b> <input type="checkbox"/> Prevent <input type="checkbox"/> Protect <input type="checkbox"/> Mitigate <input checked="" type="checkbox"/> Respond <input type="checkbox"/> Recover
---	---	--

**Exercise Scenario:** (Mark appropriate blocks.)

Natural	Technological	Homeland Security
<input type="checkbox"/> Avalanche <input type="checkbox"/> Earthquake <input type="checkbox"/> Flood <input type="checkbox"/> Landslide <input type="checkbox"/> Subsidence <input type="checkbox"/> Tsunami <input type="checkbox"/> Volcano <input type="checkbox"/> Wildfire <input type="checkbox"/> Winter Storm <input type="checkbox"/> Erosion <input type="checkbox"/> Other _____	<input type="checkbox"/> Dam Failure <input type="checkbox"/> Hazardous Material-Fixed Facility <input type="checkbox"/> Hazardous Material-Transportation <input type="checkbox"/> Power Failure <input type="checkbox"/> Radiological-Fixed Facility <input type="checkbox"/> Radiological-Transportation <input type="checkbox"/> Structural Fires <input type="checkbox"/> Transportation Accident ( Air, Rail, Highway, Water) <input type="checkbox"/> Airport <input type="checkbox"/> Other _____	<input type="checkbox"/> Hostage <input type="checkbox"/> Chemical <input type="checkbox"/> Civil Disorder <input type="checkbox"/> Cyber <input checked="" type="checkbox"/> Biological <input type="checkbox"/> Radiological <input type="checkbox"/> Nuclear <input type="checkbox"/> Explosive <input type="checkbox"/> Other _____

**Number of Participants and Agencies (be sure to include all non-governmental, tribal, and private organizations)**

Local	State	Federal	Military
City of Bethel including: Bethel Fire, Bethel Police	PHN	CDC	AKNG
Bethel Fam. Clinic	Alaska State Troopers		
KYUK Radio-GCI	DMVA-DHSS		
YKHC			
85	30	2	1

**Section 2: Exercise Design Summary**

**Exercise Purpose / Goals & Objectives:**

1. Respond to a biological terroristic threat/event to Bethel.
  - a. Utilize Bethel Emergency operations plan
  - b. Serve as unified command and activate Bethel EOC
  - c. Disaster Declarations
  - d. Exercise EOC in an MCM role

- e. Conduct daily briefings for all players
2. Facilitate/Initiate MCM (Medical Counter Measures)
- a. Notify appropriate agencies/partners
  - b. Utilize call down/E-mail lists to notify essential personnel of prophylaxis
  - c. Prophylaxis of essential personnel
  - d.
3. Emergency Public Information and Warning
- a. Issue press releases
  - b.

Section 3: Analysis of Core Capabilities Tested	Event Results				Observations
	P	S	M	U	
<i>Mission Area: Prevention</i>					
Planning (all mission areas)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Public Information & Warning (all mission areas)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Operational Coordination (all mission areas)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Forensics and Attribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Intelligence and Information Sharing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Interdiction & Disruption	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Screening, Search, and Detection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<i>Mission Area: Protection</i>					
Access Control & Identity Verification	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cyber security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Intelligence and Information Sharing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Interdiction & Disruption	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Physical Protective Measures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Mgt for Protection Programs & Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Screening, Search, and Detection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Supply Chain Integrity & Security	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Mission Area: Mitigation</i>					
Community Resilience	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Long – Term Vulnerability Reduction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Risk & Disaster Resilience Assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Threats & Hazard Identification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Mission Area: Respond</i>					
Critical Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Environmental Response / Health & Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Fatality Management Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Infrastructure Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Mass Care Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mass Search & Rescue Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
On-Scene Security & Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Operational Communications	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Public & Private Services Resources	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Public Health & Medical Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Situational Assessment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Mission Area: Recovery</i>					
Economic Recovery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Health & Social Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Housing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Infrastructure Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Natural & Cultural Resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**DISCUSSIONS OR OBSERVATIONS WITH CORRESPONDING RECOMMENDATIONS:**

(Evaluator/Controller or Participant feedback may be entered here or attached)

1. See attached comments of participant Shane Iverson (KYUK)
2. See attached comments of observer John Sargent (COB)
3. See attached comments of observer Tonya James (ANTHC)
- 4.

**PRINCIPAL FINDINGS OR SIGNIFICANT OBSERVATIONS:**

1. There are no phones and little multimedia equipment in the Bethel EOC.  
In one instance a cordless phone was placed in a metal bowl to be utilized as a speaker phone.
2. There are no Bethel or YKHC EOC phone numbers identified
3. A secondary EOC needs to be identified in Bethel plan
4. The Bethel Plan has JAS sheets only for PIO and shelter coordinator.
5. Public information/warnings were not released until the final day of the exercise. Information disseminated was not consistent between agencies.
6. The amount and type of medications received were incorrect. Dosages for children were not sent or planned for. The PHN POD received N-95 respirators instead of the MCM shipment.
7. Liaisons for community partners need to be identified and staff the EOC to improve communication
8. No method for prophylaxis of EOC or other essential personnel that cannot leave their post was anticipated or identified
9. No ASPIN alerts or messages to LE. No phone tree call downs to LE regarding terror incident.
10. Bethel Fire has no PPE, technical decon., sampling or detecting capability for biological agents, limited training.
11. Alaska National Guard Readiness Center parking limited for POD activities if they were to transition into large scale public prophylaxis

**IMPROVEMENT PLAN:**

1. Action- EOC Improvements. Adding phone lines, phone numbers, and multimedia capabilities

Point of Responsibility- Chief Bill Howell, City admin.

Estimated Completion Date- 6-1-16

2. Action-Improve Bethel EOP, Identify secondary EOC, Add JAS,

Point of Responsibility-Chief Howell

Estimated Completion Date- 6-1-16

3. Action-Train select city of Bethel personnel as PIO's, exercise using joint information systems concept at next available opportunity

Point of Responsibility- Ann Capella, City manager. Bill Howell, Fire Chief

Estimated Completion Date- 6-1-16

4. Action- Improve sampling, detection, training and protection for biological agents capability.

Point of Responsibility-Chief Howell

Estimated Completion Date- 6-1-16

5. Action- Prophylaxis essential personnel unable to leave post i.e. dispatch, EOC staff

Point of Responsibility-Evelina Achee PHN

Estimated Completion Date- 6-1-16

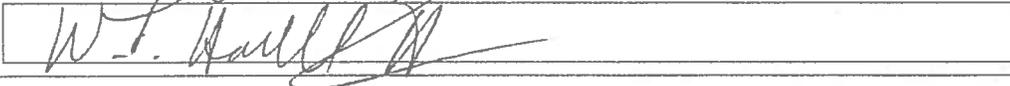
**LESSONS LEARNED:**

1. Bethels community partners work well together and solve problems during emergencies with li resources and support.
2. Information should be disseminated quickly to the community to reduce fear and panic
3. Bethels PHN department is prepared and has trained effectively to meet the needs of it custome a P2P type scenario
- 4.

**Section 4: CONCLUSION**

The Pills to Polar Bears exercise was an exercise designed to test our ability to protect our essential personnel from a biological terror attack. This exercise in turn gave the City of Bethel opportunity to exercise our emergency plans, activate our EOC and respond to a threat with the assistance and cooperation of our community partners.

Local Official Signature and Title



Date

5 29 15

DHS&EM Reviewing Official Signature

Date

## P2P Exercise

May 13-15, 2015 - Bethel, Alaska

Debriefing Notes by Observer John Sargent

### Emergency Operations Center Activation

#### Communication Capability

##### Phones

No analog or digital telephones were plugged in and ready to use. It was mentioned that there were not any telephone jacks in the room. According to the City IT Director, the Fire Station EOC has one analog jack and at least one digital jack. Only an analog telephone can be plugged in to an analog jack. Analog telephones are good in an emergency because they will function without electric power. The weakness of using an analog telephone is the limited data that it can transmit and the speed of that transmission. It may behoove the EOC to have one analog telephone on-hand and have the jack labeled for use with the phone. The City server in City Hall has four analog lines – in other words, only four analog telephones can be in use on the City system at any one time.

The IT Director said that at least one digital phone jack is in the EOC. Any digital phone can be plugged in to the jack and used as long as there is electric power. There are digital telephones in other rooms in the Fire Station and one of them could have been brought to use for EOC Exercise.

No telephone number for the EOC. Hardline telephone number for the Fire Station only, and only one line into the station. IT Director said that the City could obtain a special EOC telephone number from GCI 24/7 with a phone call, but in an emergency, communicating GCI may be fraught with difficulty.

No speaker phone capability. Large metal bowl was used to amplify cell phone speaker phone. Less than ideal for a real situation. Speaker phone capability is a must.

Cell phones appeared to function well. Multiple cell phones were in use at once during the activation.

No satellite phones were visible. One or more satellite telephones available should have been present in the EOC during this exercise.

##### Multimedia

Portable projector used for powerpoint slide show. Books used to hold it up. Better to have a projector mounted on the ceiling, out of the way, and permanently installed. Portable projector

took up table space. Advantage is that portable projector is easier to move around and replace, when needed.

The permanent screen attached to the wall was not used. Another portable screen was set up in the corner of the room, taking up space unnecessarily. Use of permanent screen recommended.

Slide show easy to read from all angles of the room. Well placed screen position. Slides easy to read. Projector set up properly to project slide show to screen.

There was no television in the room and apparently no cable or satellite connection for national and international television news. The Fire Chief expressed his interest in securing a cable-type service and having a television in the room for use in emergencies.

The Fire Chief expressed his desire to install a smartboard in the room. The smart board can be used as a whiteboard and a display screen for a slide show.

#### Physical Features

Eight portable plastic tables were set up in a rectangle so that individuals can sit around the table and make eye contact. Seventeen people were in the room. There was 18 portable yellow chairs and 1 black office chair. Seating was tight around the tables. It would have been crowded if each of the 17 was to spend time there "working" at the table independently. How many people would use the EOC during a real emergency? A larger facility may be needed.

Two whiteboards were permanently attached to the wall. Markers and erasers were available.

The EOC room contained one coffee pot, file cabinet, and a closet full of Fire and EMS training equipment. No EOC supplies appeared to be in closet.

#### Alternate EOC

Slight mention was made that the Bethel Police Station could serve as an Alternate EOC, but it was not mentioned during the exercise. A full description of the Bethel Police Station Training Room should appear in the Emergency Operations Plan. The Bethel Police Station Training Room should also be considered for use as the primary EOC. One way to compare the two sites is to list features of each side by side relative to what the optimum EOC should have (i.e., three columns: optimum EOC features, Fire EOC features, Police EOC features).



AM/FM/TV ...: Public Media for Alaska's Yukon-Kuskokwim Delta



## **KYUK Public Media - Pills to Polar Bears Emergency Exercise – Review**

### **Review of First Responders Public Relations**

KYUK operated under the following assumptions. –EXERCISE-

*An anthrax exposure occurred in Bethel, hospitalizing several people.*

*Within 18 hours we would either: learn about it from an official source or through rumors/social media. We did not hear about it by then*

- We did not learn about incident from official source - we employed rumor scenario. It took multiple attempts contacting state and local agencies to get information. State never provided KYUK with information.
- First preliminary information provided by Public Health Nursing approximately 20 hours after incident. Contradictory information provided by YKHC.
- Response from incident commander and emergency coordinator solicited 24 hours after incident.
- Listed (PIO) Public Information Officer could not be reached by phone.
- First (and only) press release: provided by YKHC, approximately 40 hours after incident.

**Recommendations: In order to better protect the public, minimize panic, and ease the job of first responders, emergency leadership could improve the following:**

- Initiate a quick public response in a matter of hours that would counter against misleading rumors, fear or panic that could act as a detriment to emergency response.
- First responders could more quickly deliver accurate information as it becomes available with a coordinated public relations response.
- Public Information Officer should be easily accessible with cell phone.

### **Additional Notes on Capabilities of KYUK-**

-First responders, PIO's and Incident Commanders could speak directly to the public and media outlets through KYUK's remote broadcast capabilities at any location with internet (including council chambers)

- KYUK can assist with public dissemination through Facebook, with almost 3,000 followers.

-----

Shane Iverson

KYUK 640 AM & 90.3 FM & TV Channel 15.4 - Director of Content and Operations  
Office: (907) 543-0229 - Cell: (907) 545-5337 - [www.kyuk.org](http://www.kyuk.org)

# Summary

## What went well:

- I did not observe the POD set up but it looked good. I think the location was a good location from where it sits in town (proximity to the airport and away from town) to the building lay out. There was a logical entry point and multiple locations to exit if need be. There seemed to be plenty of space, though we didn't have a large surge to exercise that, it did seem to have plenty of space.
- Job action sheets were ready and available in the morning for the public health nurses just in time training.

## Room for improvement:

There seemed to be a bit of confusion with the first few folks showing up. The PHN were bundled around the registration desk at the start of the POD. The

### Actionable Items for improvement:

- 1) Perhaps having the Public Health Nurses (PHN) show up a bit earlier for just in time trainings would be beneficial.
- 2) Provide more information to the security desk (so they can provide a bit more direction to the initial people coming in or direct someone to provide the initial folks coming in information.

## Timeline Notes

0937	Public Health Nurses arrive
0947	Stand Up meeting with nurses -identified they don't have enough meds -conversation about restock support -Just in time training (job action sheets available) -RNP location made known -description of the scenario given
0955	Volunteers fill our own forms – Head of Household
0957	Bethel City IC (Ann Capela) arrived -PHN not quite ready to provide information -IC was confused about location and time
1005	(Followed IC through the station and flow) -Filled out Paper (Station 1)
1010	Dispensing (Station 2)
1012	Check out -two tracking mechanisms were available
1040	- Symtomatic patient presents
1045	- Diverted to medical provider
	- Medical provider review
1100	- 28 total through the POD when I had to leave to pick up Federal CDC partner

Pills to Polar Bears  
Bethel Closed POD Medication Dispensing Exercise  
May 15, 2015

After Action Report  
May 2015

## Contents

Executive Summary	5
Section 1: Exercise Overview	7
Exercise Details	
Exercise Planning Organizations	
Participating Organizations	
Exercise Overview	
Section 2: Exercise Design Summary	11
Goals and Objectives	
Scenario Summary	
Section 3: Exercise Analysis	12
Strengths	
Recommendations for Improvement	
Section 4: Conclusion	15

## Executive Summary

The Pills to Polar Bears Exercise was initiated by State of Alaska in order to activate and test their Point of Dispensing (POD) plan through a simulation of a biological attack scenario utilizing prophylactic medication. Communities involved include Mat-su Borough, Anchorage, Fairbanks, Kodiak, Bethel, Barrow, and Criag to test the ability to assemble the necessary staff and personnel necessary to carry out an event that would require medical countermeasures as outlined by the POD. For Bethel, the exercise was also utilized as a platform to administer medications to the first responders in our community.

On May 15, 2015 the Medication Dispensing Exercise was held at the Readiness Center from 10:00am to 12:00pm. The exercise was planned by multiple participating agencies throughout the State of Alaska, and conducted in conjunction with the Bethel Regional Public Health Center (BRPH), Bethel Community partners from City of Bethel, YKHC, National Guard, State Troopers, KYUK, and Bethel Family Clinic were part of the planning and implementation of the event.

The exercise included Strategic Nation Stockpile (SNS) supplies, transported from the airport by the Bethel Police and Alaska State Troopers and accompanied by to transport antibiotics and supplies to the Readiness Center and YKHC dispensing sites. The Readiness Center dispensing site conducted operations for 2 hours, medicating 85 first responders from the community, with 30 volunteers from community partners staffing key positions.

Several objectives and critical focus areas were identified as the foundation for evaluation of this exercise, and are as follows:

### Goals:

1. Administer prophylactic medications to 1<sup>st</sup> responders and volunteers
2. Activate and test Bethel Public Health POD, and City of Bethel EOC plan.

### Objectives:

1. Identify and initiate medical counter measure dispensing plans
2. Build community partnerships to support health preparedness
3. Activate dispensing modalities

### Critical Focus Areas:

1. Communication
2. Resource Mobilization & Allocation
3. Safety & Security
4. Staff Roles & Responsibilities
5. Patient Management
6. Utility Systems

These areas served as a basis upon which to analyze exercise results, strengths, weaknesses, and opportunities for improvement by City of Bethel 1<sup>st</sup> Responders, Bethel PHN, and KYUK,

## Part I: Exercise Overview

**Exercise Name:**

Pills To Polar Bears

**Location:**

Bethel, Alaska at the Readiness Center

**Scenario 1: State: Biochemical Anthrax Attack****Monday, May 11**

The NSA/FBI and local Fusion Center intercepted some chatter and intel about a yet to be named “terrorist group” that intended to initiate some “bad” things in Alaska. After some analysis the threat was deemed credible and appropriate notifications went out to state and local law enforcement and State leadership.

**Wednesday, May 13**

Several Anchorage, Juneau, Mat-Su Borough and other P2PB participating community government office buildings, schools and hospitals received suspicious packages/letters containing a “white powder” and a written threat message indicating further delivery of “anthrax” unless the terrorist group’s demands were met.

Samples were collected and escorted/shipped to the Alaska State Public Health Lab for testing, results of a presumptive positive for the anthrax strain was reported to health officials.

Based on the results, limited quantities of anti-biotics, the continued threat and the likely exposure to a significant population the CMO and Epi directed the DHSS and local communities to implement their respective MCM & POD Plans for deliveries.

The Governor’s office declared an emergency and requested SNS resources from the federal government.

DHSS took delivery of the medications and coordinated the shipment and delivery to Bethel and other participating jurisdictions.

**Scenario 2: YKHC: Incorporated with States Event****Wednesday, May 13<sup>th</sup>**

Name	Role	Agency	Phone	Email
Ann Capela	Incident Commander	City of Bethel	545-0143	acapela@cityofbethel.net
William Howell	Operations Section Chief	City of Bethel	543-2131	bhowell@cityofbethel.net
Andre Achee	Logistics	City of Bethel	543-3785	aachee@cityofbethel.net
Brian Lefferts	Liaison	YKHC	543-6000	brian_lefferts@ykhc.org
Christina Him	PIO	City of Bethel	543-3781	chim@cityofbethel.net
Donna Bach	PIO	YKHC	543-6000	donna_bach@ykhc.org
Corbin Ford	YKHC Safety Officer	YKHC	543-6000	corbin_ford@ykhc.org
Evelina Achee	POD Manager	PHC	543-2110	evelina.achee@alaska.gov
Maggie Ryan	Clinic Care Lead	PHC	543-2110	maggie.ryan@alaska.gov
Dr. Roll	Medical	YKHC	543-6000	elizabeth_roll@ykhc.org
David Smith	Medical	Bethel Family Clinic	543-3773	kmcgrath@bethelclinic.org
Juanita Asiksik	POD safety officer	PHC	543-2110	juanita.asicksik@alaska.gov
Kristina Willard	Admin Lead	PHC	543-2110	kristina.willard@alaska.gov
Ju Lee	Triage Lead	PHC	543-2110	ju.lee@alaska.gov
Mary Berliner	Dispensing Lead	PHC	543-2110	mary.berliner@alaska.gov
Nicholas Wood	Security/ Escort	State Trooper	545-4998	nicholas.wood@alaska.gov
Derek Nelson	Security Lead	City of Bethel	543-3785	dnelson@cityofbethel.net
Shane Iverson	Media	KYUK	543-0229	shane@kyuk.org
Tonya James	Evaluator	ANTHC	230-3110	trjames@anthc.org
John Sargent	Observer	City of Bethel	543-2097	jsargent@cityofbethel.net

### Participating Organizations:

State of Alaska DHSS, Public Health Nursing, Troopers– Support Staff  
City of Bethel – Support Staff  
Bethel Family Clinic – Support Staff  
KYUK – Support Staff  
YKHC – Support Staff  
Alaska Native Tribal Health Consortium – Support Staff

### Number of Participants:

## Part II: Exercise Design Summary

The DHSS established the following goals and corresponding objectives for this exercise. All the core capabilities were demonstrated during the exercise and ultimately accomplished. Through the demonstration of these objectives, the participating organizations successfully simulated an effective response to the scenario event. At the same time, the exercise revealed ways that future responses and events could be made more effective.

### **Capability 1: Emergency Operation Coordination**

**Objective 1:** Demonstrate the ability to successfully provide medical services to the community

### **Capability 2: Initiate dispensing strategies**

**Objective 1:** Demonstrate the ability to successfully activate the EOC and POD plan

**Objective 2:** Demonstrate the ability to plan and coordinate with local organizations to dispense medical countermeasures to identified population

### **Scenario Summary**

The events depicted in the scenario take place with the threat of a terrorist attack and targeting the State of Alaska with anthrax. The scenario occurred in spring, May 2015. Volunteers and dispensing staff showed up to help with set-up of stations within the assembly hall, get assignments, and participate in Just-In-Time training. The activated temporary dispensing site conducted emergency dispensing operations for two hours, dispensing medications to 85 1<sup>st</sup> responders and families from the community. Thirty-two volunteers participated from community partners staffing key positions. After the event was completed, the members of the upper tiers of the Incident Command participated in a “hot wash” to review the event and provide feedback for areas of improvement.

- b. PHN – 13
  - c. City of Bethel – 10
  - d. State Troopers – 2
  - e. National Guard – 1
  - f. KYUK – 2
  - g. Bethel Family Clinic – 6
5. Patient Management – No issue
  6. Utility Systems – No issue

**Objective 3:** Provide Medical Services & activate dispensing modalities

1. Communication
  - Need notification from state emergency operation and use phone tree
  - Radio's provided but not used
2. Resource Mobilization & Allocation
  - Secondary route to Readiness Center needed
  - Location excellent site- May be used as Primary Site from now on
  - Plenty of space
  - Small parking lot allowed for security screening
3. Safety and Security
  - Safer storage of medications within the POD with security
  - Due to live National Guard alert- POD site only had 1 main entry for entering and exiting
4. Staff Roles and Responsibilities
  - Need volunteers to show up earlier for JITT and stand up meeting with nurses to identify their roles
  - More equipment & supplies for medical evaluation room
  - Snacks and water for volunteers- ask for donations for next exercise
  - Materials management team to keep track of inventory-
5. Patient Management –
  - Dosing chart for children
  - How to keep track of people who came to get medications already
6. Utility Systems – No issue

## Strengths

Key strengths identified during this exercise include:

- There were no significant setback once the exercise went into effect
- Other than limited parking, overall safety was well organized and more than adequate
- Facilities were more than adequate to accommodate a large patient surge
- While the overall number of patients was small, those that were medicated were done so in a quick and efficient manner
- More agencies participated in this exercise
- Enough time was spent in terms of planning, the timing (i.e. calendric placement of the event),

## Part IV: Conclusion

The scope of Pills to Polar Bears Exercise was to simulate an anthrax terror attack and the first responders of the City of Bethel were part of the planning and participation of an attack. Recommendations were made for the areas that needed improvements for prospected exercises and refine POD plan. Follow-up exercises should test specific improvements instituted as a result of this and previous exercises and include a focus on public information measures.

## MEMORANDUM

**DATE:** 06/01/2015

**TO:** Ann Capela, City Manager

**FROM:** Clair Grifka, Acting Public Works Director

**SUBJECT:** Manager's Report

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### Programs/Divisions

#### Public Works Director:

Mr. Lakhani has been on annual leave and the Department has been moving along with the daily demands. Projects are being monitored and kept on track in his absence.

#### Utility Maintenance:

For the month of May we switched all Sewer and Water Operations to summer mode. Our discharge line at the sewage lagoon had to be dug up to thaw in order to start discharging. We continue to level water and sewer lines on the Bethel Heights Systems and rebuild residential sewer pumps when needed.

#### Hauled Utilities:

For the month of May the Department delivered approximately 2,500,000 gallons of water, with a daily average of 45 stops per driver per day. The sewer trucks evacuated 2,225,000 gallons of sewage, with a daily average of 27 stops, and the dumpster truck has hauled nearly 3000 cubic yards of trash to the landfill, with an average of 50 stops. The back loader has been out doing clean up green up and has hauled nearly 500 cubic yards of clean up green up items to the landfill, as well as cleaning up around the public dumpster areas at least one day a week since the beginning of March.

There may be another driver leaving in June. The Department is operating well below the normal number of drivers, which have been 23 up till about three years ago. It is a challenge to provide greater amount of services with less staff without running into overtime hours notwithstanding the truck situation with breakdowns and major repairs needed to keep trucks on the road.

All that being said, the Department is "fighting the good fight", with the hope of staffing and vehicle needs being addressed and improved in the future.

#### Property Maintenance:

The Department has been focusing on our summer maintenance/repairs and preparing for Fourth of July. Boilers have been dialed down and heat has been shut off where not needed. Some repairs have been done to this equipment because of an opportune time. We have nearly completed the installation of L.E.D. lighting at the Court House. Assistance has been given to other Departments as they request when we can.

## **Road Maintenance:**

Streets and Roads built a second driveway coming out of the swimming pool parking lot by hauling in sand and capping it off with gravel. This driveway is one lane, for exit only. This should help keep the traffic running a little smoother in and out of the swimming pool parking lot.

Streets and Roads has also been working on building the road around the old sewer lagoon so that it will have time to settle and be ready when it is needed for dredging. Doing it now gives it time to settle so that we can go back over it in the areas that sink later. This will make it easy on the heavy equipment when they do start dredging it out, hopefully keeping the equipment from getting stuck.

Streets and Roads also pulled out the water tank at the community garden, and hauled in some sand for the front to level out the tank area. When that was done we reset the water tank level so it could be refilled with water. As it was, the tank was leaning too far to the right to fill with water.

Streets and Roads drove the D8N in to the city shop from H-Marker Lake to get some work done to it. The Department was able to negotiate with the owners (Polk family) by hauling a few loads of sand and grading their road so that we could drive the D8N over their road to get it to the city shop. Going the other way would have taken a few weeks longer since we would have to get a trailer big enough to haul it, and there would also be a weight restriction problem on the highway. This way we save the cost by not hiring someone to have it hauled to the city shop.

Streets and Roads also had been helping out Utility Maintenance by digging up the discharge line from the lower sewer lagoon in order to thaw it out so they could start pumping it out. Maintenance staff has been using the Cat 324E Excavator to dig the sand away from the lagoon to expose it to the warm air in order for it to thaw out.

Streets and Roads also hauled in cover from the city sand pit to the landfill to cover up an area in the dump that the Landfill compacted and was ready for cover. We took care of this last week so that it would be ready for the landfill inspection in June.

## **Vehicles and Equipment:**

For the V&E department, we have lost 2 mechanics in the last month, and have hopes of having these positions refilled by the end of June. The remaining mechanics have been very busy, with some major repairs on water and sewer trucks, and some tire work and mechanical issues for the P.D. and the transit system. There was a time when at PW that the Department employed 5 mechanics and a working foreman and their own tools. Since that time the fleet has grown, the workforce has shrunk.

## **Transit System:**

The FY 15 Transit budget revision was approved by the State and the City has ordered a bumper jack (lift) to start changing the oil. It will also assist in changing flat tires. The City has ordered new studded tires and regular tires for both Bus 438 and 437/436. The older small gas bus (438) is starting to use oil, about a quart every two weeks. It has 91,000+ miles and may need a tune up if we keep using it.

Transit ridership is up for the months of April and May. Transit is averaging close to 90-100 riders per day. The elders continue to make up about 30-35% of the ridership. OCS just called and purchased 20 \$5 Day Passes as they plan to use the City Bus more.

Transit is in need of hiring an On-Call Driver for when the full time and part time drivers are on leave. Transit is adjusting and fills in where possible. From time to time Transit has to cancel one route if two employees are absent at the same time. When a route is cancelled the route is usually the Red Line and the Transit Manager drives the Green Line. Bethel Transit System goal for the FY 2015 will be to show a 20-25 percent increase in ridership / revenue. Transit can do this by providing **better and more dependable / reliable service** for all passengers. If you have questions and concerns please feel free to contact me anytime, 543-3039, or stop by the Transit office.

**Landfill / Recycle Center:**

Spring clean up is going well- it has been really busy. Road maintenance has been hauling fill for cover and bringing in abandoned vehicles for Clean-Up Green-Up.



## **Memorandum**

DATE: June 2, 2015  
TO: Ann K. Capela, City Manager  
FROM: Hansel L Mathlaw, Finance Director  
SUBJECT: Manager's Report – June 2015

### **Finance Committee**

The finance committee is seeking one alternate member. The next meeting is scheduled for September 28. The committee voted to have the summer off.

### **Finance Department**

We are seeking a general ledger accountant. I offered the position to two different candidates but both declined because of the paltry salary. The position is open again. The position is critical for our audit preparation.

### **Budget/Financial**

The Finance Department Budget year to date (as of April 2015) expenditures totaled \$518,898 which represents 71% of the total budget and 83% of the time has passed.

The Utility Billing under my supervision had expenditures of \$61,513 which represents 44% of the budget and 83% of the time has passed.

# PORT OF BETHEL

Post Office Box 1388  
Bethel, Alaska 99559  
Voice: 907-543-2310  
Fax: 907-543-2311



TO: Ann Capela  
FROM: Peter A. Williams- Port Director  
SUBJECT: - May, 2015 Managers Report

## PORT ADMINISTRATION ACTION ITEMS AND ACTIVITIES

- **Small Boat Harbor-** Installation of the floats for mooring is complete. There is 24hr. 7 days week coverage of the SBH along with all of the Port Facilities. All of the positions for *SBH attendants* have been filled. Improvements to the floats, parking lots, clean-up of the embankments and marking the Entrance Channel to the SBH and Brown Slough will continue in June. They have been 163 SBH use permits and 39 Moorage spaces sold since May 18<sup>th</sup>. We are trying to install card readers for the Port and a mobile reader for the SBH. There was sheen in the water 5/31/15 which was reported to the Nat. Spill Response Ctr.
- **East Ave/East Addition-** We will start picking up cars, refrigerators, etc. from around the dumpsters. The latest fad seems to be to tow cars to the dumpster sites and leave them for the city to pick up. The *Yukon Lodge*, 178 E. Ave. appears to have been broken into and windows broken out or left open.
- **Brown Slough-** We checked the depth of the water Brown Slough and there is a shallow spot at the entrance we will mark, buoy, but overall we found 10ft. of water up to the bridge. Skiffs should have access to Corina's Groc., Northstar Gas and the a Public Access area, the beach across from Anvils Gun Shop. Safe access through Brown Slough benefits people who do not live in Bethel and need gas and groceries. The barge Caneq and the M/V Francis Snow purchased seasonal moorage for 2015. Total revenue to the Port will be about \$10,000.
- **FY-15 Budget-** Financial reports attached.
- **FY-16 Budget-** This coming month we will identify what RFP's and Invitation for Bids we need for FY-16.
- **Port Office-** I think the first step should for a Invitation to Bid to produce separate RFP's for design and one for construction. I would like the company that helps with the RFP's to be the Project Managers for constructing the building. There are three options for the building. 1) A Pre-Built Module ship and off loaded at the dock and moved to the building site. 2) Panel –Built and erected on-site. 3) Traditional stick or post and pad built on site.
- **City Dock-** there were two barges that originated from Seattle, Anchorage and Seward. Approximately 4,000 Ton of cargo was offloaded. The last two weeks of May there were 20 dockage reports issued. There are 3

boats in storage using the new ordinance 15-05 and one vessel in dry dock being billed daily. *Safety Ladders* were installed. A new gate from Homeland Security Grant arrived and should be installed in the next couple of weeks.

- **Seawall-** 1200ft of Seasonal Moorage has been reserved by various companies for mooring their vessels alongside the seawall. Coastal Village Seafood's has reserved spaced alongside the seawall for producing ice as they have done for a number of years. Break up did not cause any damage this year to the seawall and there wasn't any water that swamped areas adjacent to the seawall.
- **Beach2** –A dozen log rafts have made use of this landing to cut and haul wood. There seems to be on average 6-8 vehicles, some with trailers , using this landing for there boats. So far the use of this beach is the same as last year.
- **Petroleum Dock-** There has been 500,00 gals delivered and 1,000,000 gals loaded to barges going to destinations along the Kuskokwim River. The first main-line barge will be here June 2<sup>nd</sup> or 3<sup>th</sup>d. We still have too install the safety ladders.

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2015

MUNICIPAL DOCK

		ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEXPENDED
<u>DOCK EXPENDITURES</u>						
52-50-501	SALARIES	00	210,391.77	210,391.77	280,204.00	69,812.23
52-50-502	OVERTIME	00	3,037.75	3,037.75	12,687.00	9,649.25
52-50-508	LEAVE CASHOUT	00	6,125.00	6,125.00	7,353.00	1,228.00
52-50-510	SOCIAL SECURITY EXPENSE	00	3,575.73	3,575.73	5,774.00	2,198.27
52-50-511	MEDICARE FICA	00	3,357.97	3,357.97	4,201.00	843.03
52-50-512	EMPLOYEE GROUP BENEFITS	00	35,961.20	35,961.20	39,600.00	3,638.80
52-50-515	UNEMPLOYMENT	00	119.74	119.74	2,318.00	2,198.26
52-50-516	WORKMEN'S COMP	00	8,786.07	8,786.07	15,000.00	6,213.93
52-50-517	PERS UNFUNDED EXPENSE	00	00	00	12,831.00	12,831.00
52-50-518	PERS	00	34,355.72	34,355.72	32,165.00	( 2,190.72)
52-50-519	UTILITY BENEFIT	00	12,458.14	12,458.14	7,357.00	( 5,101.14)
52-50-545	TRAINING/TRAVEL	00	1,906.94	1,906.94	7,000.00	5,093.06
52-50-561	SUPPLIES	349.99	4,091.88	4,441.87	6,500.00	2,058.13
52-50-563	WEARING APPAREL	00	841.33	841.33	3,000.00	2,158.67
52-50-600	TIRES	00	961.85	961.85	00	( 961.85)
52-50-601	VEHICLE MT	00	6,934.15	6,934.15	3,000.00	( 3,934.15)
52-50-602	GASOLINE/DIESEL/OIL	00	20,437.35	20,437.35	35,000.00	14,562.65
52-50-621	ELECTRICITY	00	7,719.56	7,719.56	9,500.00	1,780.44
52-50-622	TELEPHONE	00	1,204.04	1,204.04	3,000.00	1,795.96
52-50-623	HEATING FUEL	00	1,462.00	1,462.00	2,000.00	538.00
52-50-624	WATER, SEWER, GARBAGE	00	22,016.79	22,016.79	20,000.00	( 2,016.79)
52-50-626	WATER FOR BARGES	00	7,274.24	7,274.24	12,000.00	4,725.76
52-50-642	LEGAL FEES	00	7,688.50	7,688.50	10,000.00	2,311.50
52-50-643	PLANNING/ENGINEERING FEES	00	00	00	5,500.00	5,500.00
52-50-661	VEHICLE MAINT/REPAIR	00	9,810.36	9,810.36	11,076.00	1,265.64
52-50-666	MUNICIPAL DOCK MAINT	00	2,791.10	2,791.10	6,000.00	3,208.90
52-50-667	MAINT-SEAWALL	00	6,534.98	6,534.98	7,000.00	465.02
52-50-668	MAINT SMALL BOAT HARBOR	00	11,244.16	11,244.16	11,500.00	255.84
52-50-669	OTHER PURCHASED SERVICES	00	6,089.49	6,089.49	8,500.00	2,410.51
52-50-683	MINOR EQUIPMENT	00	1,324.33	1,324.33	3,000.00	1,675.67
52-50-687	LAND/EASEMENT ACQUISITION	00	6,651.00	6,651.00	10,000.00	3,349.00
52-50-690	CAPITAL EXPENDITURES	00	21,887.74	21,887.74	23,064.00	1,176.26
52-50-721	INSURANCE	00	18,479.30	18,479.30	22,000.00	3,520.70
52-50-724	DUES	00	258.95	258.95	1,000.00	741.05
52-50-727	ADVERTISING	00	279.55	279.55	1,000.00	720.45
52-50-738	BAD DEBT EXPENSE	00	00	00	5,000.00	5,000.00
52-50-775	MUNICIPAL DOCK GRAVEL	4,212.50	29,796.00	34,008.50	30,000.00	( 4,008.50)
52-50-776	HYDROGRAPHIC SURVEY	00	25,061.08	25,061.08	35,000.00	9,938.92
52-50-799	MISCELLANEOUS EXPENSES	00	292.68	292.68	500.00	207.32
52-50-990	XFER OUT	00	50,000.00	50,000.00	50,000.00	00
52-50-996	ADMIN OVERHEAD-IT SVCS	00	13,473.30	13,473.30	16,168.00	2,694.70
52-50-998	ALLOCATION ADMIN OVERHEAD	00	23,530.80	23,530.80	28,237.00	4,706.20
<b>TOTAL DOCK EXPENDITURES</b>		<b>4,562.49</b>	<b>628,212.54</b>	<b>632,775.03</b>	<b>805,035.00</b>	<b>172,259.97</b>
<u>DOCK ADMINISTRATION</u>						
52-51-799	MISCELLANEOUS EXPENSES	00	200.00	200.00	00	( 200.00)
<b>TOTAL DOCK ADMINISTRATION</b>		<b>00</b>	<b>200.00</b>	<b>200.00</b>	<b>00</b>	<b>( 200.00)</b>

CITY OF BETHEL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING MAY 31, 2015

MUNICIPAL DOCK

	ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEXPENDED	F
TOTAL FUND EXPENDITURES	4,562.49	( 88,095.49)	( 83,533.00)	( 344,005.00)	( 260,472.00)	(

CITY OF BETHEL  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2015

MUNICIPAL DOCK

	ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEARNED	PERCENT
<u>INTEREST &amp; PENALTIES</u>						
52-40-403 CITY DOCK-PENALTIES & INT	.00	8,730.87	8,730.87	10,000.00	1,269.13	
TOTAL INTEREST & PENALTIES	.00	8,730.87	8,730.87	10,000.00	1,269.13	
<u>STATE FUNDING</u>						
52-41-410 FY06 PERS INCREASE	.00	.00	.00	36,940.00	36,940.00	
TOTAL STATE FUNDING	.00	.00	.00	36,940.00	36,940.00	
<u>CHARGES FOR SERVICES</u>						
52-43-402 CITY DOCK-STORAGE	.00	60,109.08	60,109.08	50,000.00	(10,109.08)	100
52-43-404 CITY DOCK-PERMITS	.00	750.00	750.00	3,000.00	2,250.00	75
52-43-405 CITY DOCK-WHARFAGE	.00	99,056.84	99,056.84	140,000.00	40,943.16	71
52-43-407 CITY DOCK-DOCKAGE	.00	16,408.44	16,408.44	30,000.00	13,591.56	55
52-43-413 SLOUGH BERTH-MOORAGE	.00	444.00	444.00	.00	(444.00)	
52-43-417 SLOUGH BERTH-DOCKAGE	.00	12,221.47	12,221.47	1,000.00	(11,221.47)	122
52-43-424 PETRO YARD - STORAGE	.00	5,126.00	5,126.00	5,000.00	(126.00)	102
52-43-426 PETRO PORT-FUEL THRU-PUT	.00	362,145.95	362,145.95	600,000.00	237,854.05	60
52-43-427 PETRO PORT-DOCKAGE	.00	14,817.66	14,817.66	20,000.00	5,182.34	74
52-43-432 SEAWALL-STORAGE	.00	10,913.96	10,913.96	10,000.00	(913.96)	109
52-43-433 SEAWALL MOORAGE	(.00)	(5,304.00)	(5,304.00)	30,000.00	35,304.00	118
52-43-434 SEAWALL DOCKAGE	.00	5,685.10	5,685.10	20,000.00	14,314.90	28
52-43-435 SEAWALL-WHARFAGE	.00	.00	.00	2,000.00	2,000.00	0
52-43-454 BEACH-STORAGE	.00	32,538.00	32,538.00	30,000.00	(2,538.00)	108
52-43-455 BEACH-WHARFAGE	.00	8,334.99	8,334.99	35,000.00	26,665.01	24
52-43-457 BEACH-DOCKAGE	.00	5,119.10	5,119.10	17,000.00	11,880.90	30
52-43-462 BOAT HARBOR-STORAGE	.00	.00	.00	4,500.00	4,500.00	0
52-43-463 BOAT HARBOR-MOORAGE	.00	10,624.25	10,624.25	24,000.00	13,375.75	44
TOTAL CHARGES FOR SERVICES	.00	638,990.84	638,990.84	1,021,500.00	382,509.16	62
<u>LEASE REVENUE</u>						
52-44-467 LEASE REVENUE	.00	22,850.00	22,850.00	21,600.00	(1,250.00)	106
TOTAL LEASE REVENUE	.00	22,850.00	22,850.00	21,600.00	(1,250.00)	106
<u>MISCELLANEOUS</u>						
52-45-462 SMALL BOAT HARBOR STORAGE	.00	1,950.00	1,950.00	5,000.00	3,050.00	39
52-45-464 SMALL BOAT HARBOR PERMITS	.00	8,130.04	8,130.04	18,000.00	9,869.96	45
52-45-467 EXTRA WATER CALLS	.00	13,204.00	13,204.00	25,000.00	11,796.00	53
TOTAL MISCELLANEOUS	.00	23,284.04	23,284.04	48,000.00	24,715.96	48

CITY OF BETHEL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING MAY 31, 2015

MUNICIPAL DOCK

	ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEARNED	PCT
<u>MISCELLANEOUS</u>						
52-49-487 INVESTMENT INCOME	.00	19,238.54	19,238.54	1,000.00	( 18,238.54)	192%
52-49-495 MISCELLANEOUS REVENUE	.00	3,413.74	3,413.74	10,000.00	6,586.26	34%
<b>TOTAL MISCELLANEOUS</b>	<b>.00</b>	<b>22,652.28</b>	<b>22,652.28</b>	<b>11,000.00</b>	<b>( 11,652.28)</b>	<b>205%</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>716,508.03</b>	<b>716,508.03</b>	<b>1,149,040.00</b>	<b>432,531.97</b>	<b>62%</b>

# City of Bethel



## IT Department

Post Office Box 1388  
Bethel, Alaska 99559  
Voice: 907-543-2358  
Fax: 907-543-1395

TO: Ann Capela  
FROM: Sam Blankenship, Information Technology Director  
SUBJECT: May Managers Report - 2015

### Aquatic Center

- Adjust Wireless Access Point Firewall and change password. (1 Hour)

### Bethel Youth Center (Parks and Recreation)

- Investigate and resolve malware problem on work station WSA0035.

### City Hall Building

- Update Active Directory on server.
- Resolve a Caselle trouble ticket With Caselle Support.
- Repair ID Card workstation.
- Update E-Doc software.
- Reorganize IT storage room. (This is a monthly event)
- Install Adobe 12 on WSA0016.
- Fix Excel problem for Finance Director.
- Repair Credit card Machine at front desk.
- Update Caselle program in HR Computer.
- Replace workstation WSA0009 with WS150001
- Repair Front Desk receipt printer for Finance.
- Add drive space to SAN Servers.

### Fire Department

- Troubleshoot and correct printing issues.

### Police Department

- Setup Wireless headsets for dispatch.
- Install Adobe updates.
- Install Label Maker software on workstations.
- Replace Dispatch printer.

### Port

- Troubleshoot and correct printer issues on the Port main printer.
- Adjust Seawall camera.

### **Planning**

- No Activity.

### **Public Works**

- Update credentials for Landfill Manager.
- Repair Fax on PWMain printer.
- Repair printer in Maintenance Foreman's office.
- Disconnect network services for terminated employees and update user profiles of current employees..
- Replace copier in the Shop.
- Install Label Maker and software.
- Investigate and resolve malware problem on work station at City Sub. Water Plant.

### **VoIP Phone System**

- no activity

### **Transit Building**

- Replace the Transit Managers Monitor.

### **Aquatic Center Wind Turbine**

- None.

### **Trouble Tickets**

- There were 92 Trouble tickets throughout the departments and 90 resolved and 1 still in process. 50 workstations had preventive maintenance on them.

Samuel Blankenship  
Information Technology Director

# **MEMORANDUM**



DATE: June 2, 2015  
TO: Ann Capela, City Manager  
FROM: John Sargent, Grant Manager  
SUBJECT: Grant Manager's Report – June 9, 2015 Bethel City Council Meeting

## **Sewage Lagoon Rehabilitation Project**

At the request of funding agency USDA-RD, the City issued a Request for Proposals to purchase engineering services for the preparation of a preliminary engineering report (PER) and environmental report (ER) for the sewage lagoon truck dump site. Proposals are due June 12, 2015. The City will pay for these services by using some of the \$700,000 State grant funding given to the City to replace the truck dump site.

Once the PER and ER are in-hand, the City will prepare and issue an RFP for engineering services to design the construction of the truck dump site rebuild. Meanwhile, the City will be preparing its application for USDA-RD funding for the construction work to replace the dump site and improve the approach with fill, gravel, and lighting.

## **RFBs and RFPs**

I continue to assist other departments in the preparation, dissemination, and management of the bid documents. I have been issuing bid documents consistently to free dissemination services and advertising in newspapers. The City has been receiving an average of 2-4 responses per bid process. There are at least 18 RFP/Bs in process and each one will require final approval from City Council, per the new Purchasing Ordinance.

## **Homeland Security Grant Submitted**

I prepared and submitted a State Homeland Security Grant in the amount of \$141,180 to request items for the Port of Bethel: six video cameras, two large portable light plants, cold water entry gear, and portable road signs/barricades. The City has two current homeland security grants for work that will be completed this summer: 1) Port gate installation, and 2) Reverse E911 system, portable radios, and gas analyzers.

## **State Grant Monitoring Visit**

On May 19, 2015, the City received a State of Alaska grant monitoring visit. The one weakness of the City as pointed out in the follow-up letter is that not all of our grant files were in one place — they were in different City Hall offices. The City will work to ensure that all files are located in the office of the General Ledger Analyst. The letter from the grantor concludes, "Overall, the monitor went well and the City of Bethel

appears to be in compliance with conditions of the grant agreements and has properly managed Designated Legislative grant funds.”

The Alaska Department of Environmental Conservation is in the process of monitoring City grants involving DEC funds (e.g., Village Safe Water Program), but it will be done from their Anchorage office via emailed pdf documents. The City is in the process of collecting documents.

<b>City of Bethel Grant Summary Calendar Year 2015</b>					
<b>Preparing</b>					
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts. (Partners)</b>	<b>Date</b>	<b>\$ Grant \$ City Match</b>
Alaska Public Entity Insurance	Grant	Playground surface material	Parks & Rec.	Feb. 2015	\$10,000.00
Alaska Public Entity Insurance	Grant	Safety equipment/supplies	Public Works	Feb. 2015	\$1,000.00 \$0.00
<b>Submitted in Calendar Year 2014-15</b>				Most recent first	
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts.</b>	<b>Date</b>	<b>\$ Grant \$ City Match</b>
AK Div. of Homeland Security & Emergency Mgmt.	State Homeland Security Grant	Port: video cameras, portable light banks, cold water entry gear, road signs/barricades.	Port	5/29/15	\$141,180.00
Alaska Dept. of Health and Social Services	Bethel Community Service Patrol	CSPs to assist those unable to care for themselves	Police	4/1/15	\$346,829.00 \$91,121.00 (In-kind)
State of Alaska, Capital Budget	FY 2016 Capital Budget	Capital priorities being decided by Bethel City Council	Admin.	12/8/14	\$22,977,400.00 None
<b>Approved in Calendar Year 2015</b>				Most recent first	
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts.</b>	<b>Date</b>	<b>\$ Grant \$ Match</b>
Alaska Dept. of Transportation & Public Facilities, Transit Division	FTA Section 5311 Community Transit Grant	Capital, operating, and administrative expenses for transit system.	PW-Transit System	12/16/14	Est. \$321,703.00 \$98,892.00 (City)
Alaska Housing Finance Corporation (BCSF grant award)	SFY 2015 Public Safety Housing Grant Program	Housing for public safety personnel.	Police, Fire	10/13/14	\$1,000,000.00 15% (paid by BCSF)
<b>Total City</b>					<b>\$321,703.00</b>
<b>Total BCSF to benefit City</b>					<b>~\$1,000,000.00</b>



## CITY OF BETHEL

### PLANNING OFFICE

P.O. Box 1388 • Bethel, Alaska 99559  
907-543-5301  
Fax # 907-543-4186

6-2-15

--The Planning Department has been busy with the summer season. So far, 34 permits have been issued, double the amount from last year at the same time. Mostly for infill for sand pad improvements/stabilizations. A couple new housing permits were issued. The Moravian's are constructing a new dormitory and an office.

--The Engineer from DOWL was here again in May, going over Institutional Corridor items. A copy of a quitclaim deed granting easement was sent to the Engineer--he's checking with his "land" people to see if it is what is needed.

-- Daily/weekly/monthly routines—answer phones, do legal descriptions from callers and/or walk-ins; pick up mail twice weekly from City Hall; assist the public in filling out site plan permits as needed; digitizing of historical site plan permits as time allows and updating CAD address map as time allows. Do planning commission agendas, ongoing until the date of posting; do meeting minutes, both draft and final, route planning packets to members, and attend and record monthly Planning Commission meetings. Update COB website with final minutes/packets/agendas when done. Did a couple of assignments for the City Manager on two properties.

--The District Recorder's office is going to be closing here in Bethel, as well as other smaller communities statewide. This will be somewhat inconvenient, as any documents/plats that need to be recorded will now have to go to Anchorage.

--YTD monies the Planning Dept. has collected is \$2045.00.

*Betsy Junper*

# **Clerk's Report**



# City of Bethel, Alaska

## City Clerk's Office

### **Council Meetings and Events**

June 3, 4, 8, 10 and 15, 2015 Special Budget Meeting

June 8, Regular Meeting

June 23, Regular Meeting

### **Election Planning**

The Office is updating the election information and forms for the coming election as well as preparing a draft ballot.

### **Passports**

The Office has scheduled three passport application processing appointments for the week of June 1.

### **Joint Task Force Meeting**

The Joint Councils are hoping to schedule a meeting in July, a potential date for the meeting is July 15<sup>th</sup>. Availability of the Councils are being polled to confirm quorum for the meeting.

### **Cemetery**

We continue to input information into the newly established cemetery system which is part of the City's accounting software.

### **Employment Contract for Asst. Position**

In preparation of the Council's approval of the City's Clerks budget, the City Clerk has begun drafting an employment contract for the Part-time Temporary Assistant Clerk position which should be presented to Council at their June 23<sup>rd</sup> Regular Meeting for consideration.

# **Additional Information**



# City of Bethel Finance Department

## Monthly City Council Financial Report Period thru April 30, 2015

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

**Note 2:** This report represents recorded revenues, expenditures, budget modifications and line items transfers with balance sheet account balances through April 30, 2015. It is possible that not all of the April 30, 2015 aforementioned transactions may be recorded by the date of this report. The unaudited figures in this report, especially the balance sheet accounts are subject to further modification and correction by the Finance Department, if necessary, and should not be considered final.

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



**CITY OF BETHEL  
FINANCIAL REPORT**

Bank & Investment Accounts  
As of April 30, 2015



CITY OF BETHEL  
FINANCIAL REPORT  
Bank and Investment Accounts

**A. Introduction**

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

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

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

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

**Summary of Cash and Investments as of April 30, 2015**

**1. Cash, Deposits, and Certificates of Deposit**

<u>Description</u>	<u>Balance 3/31/2015</u>	<u>Balance 4/30/2015</u>	<u>Year-to-Date Increase (Decrease)</u>
Wells Fargo-General/Sweep Accounts	\$8,816,577	\$8,816,577	\$ -
Wells Fargo-Payroll Account	140,444	140,444	
Wells Fargo-Asset Forfeiture Account (Police) *	5,432	5,432	-
Wells Fargo-Evidence Holding Account (Police) *	8,671	8,671	-
First National Bank CD (Lease Revenue Bond Reserve) *	425,113	425,113	(100)
Petty Cash-Finance	150	261	111
Petty Cash-Police	300	300	-
Petty Cash-Port	100	-	(100)
Petty Cash-Youth Center	260	70	(190)
Petty Cash-Recycling	50	8	(42)
Petty Cash-Public Works	-	-	-
<b>Total</b>	<b><u>\$9,397,097</u></b>	<b><u>\$9,396,876</u></b>	<b><u>(\$321)</u></b>

\* - Restricted Funds

CITY OF BETHEL  
FINANCIAL REPORT  
Bank and Investment Accounts

**2. Investments held in the Central Treasury:  
As of April 30, 2015**

Description	Market Value 3/31/2015	Market Value 4/30/2015	Year-to-Date Increase (Decrease)
01-12700 Wells Fargo Investments	\$1,731,748	\$1,731,944	\$196
01-12800 Wells Fargo Investments (Lease Revenue Bond Pmt Acct)	\$319,178	\$319,181	3
01-12900 Time Value Investments	\$1,346,069	\$1,129,451	(216,618)
01-12500 Alaska Municipal League Investment Pool	\$154,789	\$154,789	-
<b>Total</b>	<b>\$3,551,785</b>	<b>\$3,335,365</b>	<b>(\$216,420)</b>

**3. Restricted Accounts \*  
As of April 30, 2015**

Description	Market Value 3/31/2015	Market Value 4/30/2015	Year-to-Date Increase (Decrease)
90-12600 Piper Jaffray Investments *	\$ 1,874,862	\$ 1,879,862	\$ 5,000
40-12200 BATH Center Account *	4,643,075	4,643,109	34
52-12300 Deferred Seawall Maintenance Account *	1,722,135	1,870,037	147,902
52-12500 Pro Equities - Dock Deferred Maintenance *	481,815	482,163	348
<b>Total</b>	<b>8,721,887</b>	<b>8,875,171</b>	<b>153,284</b>

**TOTAL BANK AND INVESTMENT FUNDS ON HAND  
As of April 30, 2015**

Description	Balance 3/31/2015	Balance 4/30/2015	Year-to-Date Increase (Decrease)
Cash, Deposits, and Certificates of Deposit	\$9,397,097	\$9,396,876	(\$221)
Investments	\$3,551,785	\$3,335,365	(\$216,420)
Restricted Accounts	8,721,887	8,875,171	\$153,284
<b>Total</b>	<b>\$21,670,768</b>	<b>\$21,607,412</b>	<b>(\$63,356)</b>

<b>Total Central Treasury and Unrestricted Funds as of April 30, 2015:</b>	<b>\$ 12,293,025</b>
<b>Total Restricted Funds as of April 30, 2015:</b>	<b>9,314,387</b>
	<b><u>\$ 21,607,412</u></b>

\* - Restricted Funds

CITY OF BETHEL  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TAXES	567,372.20	5,638,234.98	8,132,000.00	2,493,765.02	69.3
STATE & FEDERAL REVENUES	.00	1,267,760.50	1,763,960.00	496,199.50	71.9
CHARGES FOR SERVICES	23,031.77	143,284.73	247,500.00	104,215.27	57.9
RENTAL INCOME	910.00	1,425.00	10,000.00	8,575.00	14.3
LICENSES, PERMITS & FEES	119,308.55	534,035.58	762,650.00	248,614.42	68.2
OTHER FINANCING SOURCES	.00	.00	62,949.00	62,949.00	.0
MISCELLANEOUS	3,824.16	86,528.91	51,650.00	( 34,878.91)	167.5
<b>TOTAL FUND REVENUE</b>	<b>714,446.68</b>	<b>7,671,269.70</b>	<b>11,050,709.00</b>	<b>3,379,439.30</b>	<b>69.4</b>
<u>EXPENDITURES</u>					
ADMINISTRATION	35,975.27	301,457.08	553,979.00	252,521.92	54.4
CITY CLERKS OFFICE	12,413.05	123,490.96	179,792.00	56,301.04	68.7
FINANCE	35,736.81	518,898.13	728,869.00	209,970.87	71.2
PLANNING	7,392.10	167,299.77	276,440.00	109,140.23	60.5
TECHNOLOGY DEPARTMENTS	42,605.31	433,034.94	528,145.00	95,110.06	82.0
CITY ATTORNEY'S OFFICE	17,468.84	149,174.80	241,787.00	92,612.20	61.7
FIRE DEPARTMENT	63,852.60	791,225.05	1,128,079.00	336,853.95	70.1
POLICE	162,386.79	2,000,112.47	2,875,778.00	875,665.53	69.6
PUBLIC WORKS-ADMIN	11,625.71	154,618.91	227,989.00	73,370.09	67.8
PW-STREETS & ROADS	83,512.42	1,061,957.25	1,710,855.00	648,897.75	62.1
PROPERTY MAINTENANCE	46,753.70	447,830.94	748,205.00	300,374.06	59.9
PARKS & REC/BYC	25,501.65	334,869.99	606,371.00	271,501.01	55.2
COMMUNITY SERVICE	35,685.91	40,115.65	112,813.00	72,697.35	35.6
IN KIND MATCH & TRANSFERS	235,948.00	235,948.00	935,581.00	699,633.00	25.2
<b>TOTAL FUND EXPENDITURES</b>	<b>816,858.16</b>	<b>6,760,033.94</b>	<b>10,854,683.00</b>	<b>4,094,649.06</b>	<b>62.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 102,411.48)</b>	<b>911,235.76</b>	<b>196,026.00</b>	<b>( 715,209.76)</b>	<b>464.9</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

LAND PLANNING AND DEVELOPMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TRANSFERS IN	35,000.00	35,000.00	35,000.00	.00	100.0
TOTAL FUND REVENUE	35,000.00	35,000.00	35,000.00	.00	100.0
<u>EXPENDITURES</u>					
DEPARTMENT 50	.00	7,059.00	35,000.00	27,941.00	20.2
TOTAL FUND EXPENDITURES	.00	7,059.00	35,000.00	27,941.00	20.2
NET REVENUE OVER EXPENDITURES	35,000.00	27,941.00	.00	( 27,941.00)	.0

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

PARKS DEVELOPMENT FUND

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

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 42	333,840.25	2,055,056.18	3,123,988.42	1,068,932.24	65.8
SOURCE 43	.00	212,985.38	351,380.00	138,394.62	60.6
TRANSFERS IN	.00	.00	993,767.00	993,767.00	.0
MISCELLANEOUS	34.34	328.55	1,000.00	671.45	32.9
<b>TOTAL FUND REVENUE</b>	<b>333,874.59</b>	<b>2,268,370.11</b>	<b>4,470,135.42</b>	<b>2,201,765.31</b>	<b>50.7</b>
<u>EXPENDITURES</u>					
LOCAL FUNDED EXPENDITURES	99,509.91	955,988.73	1,472,091.00	516,102.27	64.9
STATE FUNDED EXPENDITURES	( 1,500.00)	2,053,556.18	3,123,988.42	1,070,432.24	65.7
<b>TOTAL FUND EXPENDITURES</b>	<b>98,009.91</b>	<b>3,009,544.91</b>	<b>4,596,079.42</b>	<b>1,586,534.51</b>	<b>65.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>235,864.68</b>	<b>( 741,174.80)</b>	<b>( 125,944.00)</b>	<b>615,230.80</b>	<b>(588.5)</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
E-911 SURCHARGE	38,109.00	178,861.37	218,000.00	39,138.63	82.1
TOTAL FUND REVENUE	38,109.00	178,861.37	218,000.00	39,138.63	82.1
<u>EXPENDITURES</u>					
E-911 SERVICES	23,027.10	80,123.89	168,001.00	87,877.11	47.7
DEPARTMENT 51	( 16,167.78)	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	6,859.32	80,123.89	168,001.00	87,877.11	47.7
NET REVENUE OVER EXPENDITURES	31,249.68	98,737.48	49,999.00	( 48,738.48)	197.5

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL SOURCES	.00	75.00	59,510.00	59,435.00	.1
SOLID WASTE & RECYCLING	100,735.15	1,027,678.91	1,125,000.00	97,321.09	91.4
TOTAL FUND REVENUE	100,735.15	1,027,753.91	1,184,510.00	156,756.09	86.8
<u>EXPENDITURES</u>					
HAULED REFUSE	62,435.21	229,655.86	326,910.00	97,254.14	70.3
LANDFILL OPERATIONS	16,333.67	249,650.15	513,581.00	263,930.85	48.6
RECYCLING OPERATIONS	2,452.27	79,060.82	144,463.00	65,402.18	54.7
TOTAL FUND EXPENDITURES	81,221.15	558,366.83	984,954.00	426,587.17	56.7
NET REVENUE OVER EXPENDITURES	19,514.00	469,387.08	199,556.00	( 269,831.08)	235.2

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE FUNDING	.00	.00	270,048.00	270,048.00	.0
WATER	316,479.88	2,775,821.83	3,374,486.00	598,664.17	82.3
SEWER	207,469.88	2,051,404.37	2,454,762.00	403,357.63	83.6
MISCELLANEOUS	( 584.32)	99,834.65	192,800.00	92,965.35	51.8
TRANSFERS	200,948.00	200,948.00	( 200,948.00)	( 401,896.00)	100.0
MISCELLANEOUS	208.57	4,621.21	200.00	( 4,421.21)	2310.6
<b>TOTAL FUND REVENUE</b>	<b>724,522.01</b>	<b>5,132,630.06</b>	<b>6,091,348.00</b>	<b>958,717.94</b>	<b>84.3</b>
<u>EXPENDITURES</u>					
UTILITY BILLING	( 5,798.30)	61,513.99	137,369.00	75,855.01	44.8
HAULED WATER	138,449.13	1,147,597.86	1,821,970.00	474,372.14	70.8
PIPED WATER	27,619.05	285,602.33	463,776.00	178,173.67	61.6
BETHEL HTS WTR TREATMENT	84,906.58	762,907.12	810,867.00	47,959.88	94.1
CITY SUB WTR TREATMENT	42,682.19	560,432.37	775,248.00	214,815.63	72.3
HAULED SEWER	139,475.02	1,231,337.65	1,681,537.00	450,199.35	73.2
PIPED SEWER	43,158.81	454,895.70	783,503.00	328,607.30	58.1
SEWER LAGOON	5,857.28	76,467.51	134,580.00	58,112.49	56.8
<b>TOTAL FUND EXPENDITURES</b>	<b>476,349.76</b>	<b>4,580,754.53</b>	<b>6,408,850.00</b>	<b>1,828,095.47</b>	<b>71.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>248,172.25</b>	<b>551,875.53</b>	<b>( 317,502.00)</b>	<b>( 869,377.53)</b>	<b>173.8</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTEREST & PENALTIES	1,053.10	8,730.87	10,000.00	1,269.13	87.3
STATE FUNDING	.00	.00	36,940.00	36,940.00	.0
CHARGES FOR SERVICES	13,220.90	629,791.84	1,021,500.00	391,708.16	61.7
LEASE REVENUE	2,000.00	22,850.00	21,600.00	( 1,250.00)	105.8
MISCELLANEOUS	.00	16,404.04	48,000.00	31,595.96	34.2
MISCELLANEOUS	3,391.55	21,746.28	11,000.00	( 10,746.28)	197.7
<b>TOTAL FUND REVENUE</b>	<b>19,665.55</b>	<b>699,523.03</b>	<b>1,149,040.00</b>	<b>449,516.97</b>	<b>60.9</b>
<u>EXPENDITURES</u>					
DOCK EXPENDITURES	111,408.47	608,734.01	805,035.00	196,300.99	75.6
DOCK ADMINISTRATION	200.00	200.00	.00	( 200.00)	.0
<b>TOTAL FUND EXPENDITURES</b>	<b>111,608.47</b>	<b>608,934.01</b>	<b>805,035.00</b>	<b>196,100.99</b>	<b>75.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 91,942.92)</b>	<b>90,589.02</b>	<b>344,005.00</b>	<b>253,415.98</b>	<b>26.3</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LEASE INCOME	59,609.21	616,659.42	734,098.00	117,438.58	84.0
MISCELLANEOUS	.00	14,674.02	14,000.00	( 674.02)	104.8
TOTAL FUND REVENUE	59,609.21	631,333.44	748,098.00	116,764.56	84.4
<u>EXPENDITURES</u>					
LEASED PROPERTIES-MISC	436.77	13,139.22	23,900.00	10,760.78	55.0
LEASED PROP-COURT COMPLEX	26,901.85	456,746.12	569,787.00	113,040.88	80.2
TOTAL FUND EXPENDITURES	27,338.62	469,885.34	593,687.00	123,801.66	79.2
NET REVENUE OVER EXPENDITURES	32,270.59	161,448.10	154,411.00	( 7,037.10)	104.6

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

EMPLOYEE GROUP HEALTH BEN.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
EMP GROUP BENEFITS REVENUES	109,435.31	1,552,700.30	1,482,680.00	( 70,020.30)	104.7
TOTAL FUND REVENUE	109,435.31	1,552,700.30	1,482,680.00	( 70,020.30)	104.7
<u>EXPENDITURES</u>					
EMPLOYEE GROUP HEALTH BENEFITS	160,759.13	2,137,776.98	1,482,680.00	( 655,096.98)	144.2
TOTAL FUND EXPENDITURES	160,759.13	2,137,776.98	1,482,680.00	( 655,096.98)	144.2
NET REVENUE OVER EXPENDITURES	( 51,323.82)	( 585,076.68)	.00	585,076.68	.0

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	18,380.24	47,313.79	60,000.00	12,686.21	78.9
FEDERAL SOURCES	14,733.49	213,657.88	268,790.00	55,132.12	79.5
CHARGES FOR SERVICES	3,435.00	27,599.00	37,400.00	9,801.00	73.8
MISC REVENUE	.00	.00	700.00	700.00	.0
<b>TOTAL FUND REVENUE</b>	<b>36,548.73</b>	<b>288,570.67</b>	<b>366,890.00</b>	<b>78,319.33</b>	<b>78.7</b>
<u>EXPENDITURES</u>					
TRANSIT SYSTEM EXPENDITURES	22,942.68	307,581.31	449,998.00	142,416.69	68.4
<b>TOTAL FUND EXPENDITURES</b>	<b>22,942.68</b>	<b>307,581.31</b>	<b>449,998.00</b>	<b>142,416.69</b>	<b>68.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>13,606.05</b>	<b>( 19,010.64)</b>	<b>( 83,108.00)</b>	<b>( 64,097.36)</b>	<b>( 22.9)</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL FUNDING	.00	.00	58,203.00	58,203.00	.0
CHARGES FOR SERVICES	95,044.74	874,008.49	1,218,238.00	344,229.51	71.7
SOURCE 49	.00	579.82	.00	( 579.82)	.0
TOTAL FUND REVENUE	95,044.74	874,588.31	1,276,441.00	401,852.69	68.5
<u>EXPENDITURES</u>					
VEHICLE & EQUIP MAINT	95,044.36	874,588.31	1,276,440.00	401,851.69	68.5
TOTAL FUND EXPENDITURES	95,044.36	874,588.31	1,276,440.00	401,851.69	68.5
NET REVENUE OVER EXPENDITURES	.38	.00	1.00	1.00	.0

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

FLEET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	105,000.00	105,000.00	105,000.00	.00	100.0
TOTAL FUND REVENUE	105,000.00	105,000.00	105,000.00	.00	100.0
NET REVENUE OVER EXPENDITURES	105,000.00	105,000.00	105,000.00	.00	100.0

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TRANSFERS	.00	.00	8,400.00	8,400.00	.0
MISCELLANEOUS	4,281.15	17,926.25	12,000.00	( 5,926.25)	149.4
TOTAL FUND REVENUE	4,281.15	17,926.25	20,400.00	2,473.75	87.9
NET REVENUE OVER EXPENDITURES	4,281.15	17,926.25	20,400.00	2,473.75	87.9