City of Bethel

P.O. BOX 1388
Bethel, Alaska 99559
Phone: 907- 543-2047
Fax: 907-543-3781

Regular City Council Meeting
July 8, 2014
6:30 P.M.
Council Chambers; Bethel, Alaska

City Council Meeting Agenda
Regularly Scheduled Meeting
July 8, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

Joseph Klejka
Mayor
Term Expires 2014
543-2984
jklejka@cityofbethel.net

Rick Robb
Vice Mayor
Term Expires 2015
543-1879
rrobb@cityofbethel.net

Mark Springer
Council Member
Term Expires 2015
545-1450
mspringer@cityofbethel.net

Eric Whitney
Council Member
Term Expires 2014
545-1309
ewhitney@cityofbethel.net

Sharon Sigmon
Council Member
Term Expires 2014
543-3452
ssigmon@cityofbethel.net

Heather Pike
Council Member
Term Expires 2015
444-7811
hpike@cityofbethel.net

Leif Albertson
Council Member
Term Expires 2015
543-2819
lalbertson@cityofbethel.net

Greg Moyer
Interim City Manager
543-2047
gmoyer@cityofbethel.net

Lori Strickler
City Clerk
543-1384
lstrickler@cityofbethel.net

Patty Burley
City Attorney

Paul Richards
Lobbyist
pmrichards@gci.net

I. **CALL TO ORDER**
II. **PLEDGE OF ALLEGIANCE**
III. **ROLL CALL**
IV. **PEOPLE TO BE HEARD** – Five minutes per person
V. **APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
VI. **APPROVAL OF MEETING MINUTES**
   a) **P3** *6-24-2014 Regular City Council Meeting
   b) **P11** *7-1-2014 Special City Council Meeting
VII. **REPORTS OF STANDING COMMITTEES**
   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
VIII. **UNFINISHED BUSINESS**
   a) **P31** Public Hearing Of Ordinance 14-12: Amending Bethel Municipal Code Chapter 13.16 Utility Rates (Mayor Klejka)
IX. **NEW BUSINESS**
   a) **P67** *Introduction Of Ordinance 14-14(a): An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2015 Budget
   b) **P71** AM 14-45: Approving The FY2015 Alaska Community Transit Reimbursable Grant Project Agreement (Interim City Manager Moyer)
   c) **P93** AM 14-46: Approve The City Manager Recruitment Process (Mayor Klejka)
   d) **P95** AM 14-47: Direct The City Manager To Enter Into A Subscriber Agreement For The Services Of Background Checks On Potential Employees(Interim City Manager Moyer)
   e) **P101** *AM 14-48: Approval Of Mayor Klejka's Appointment Of Robert Champagne To The Public Works Committee For A Term Of Three Years.
   f) **P105** AM 14-49: Directing Administration To Enter Into A Contract For The Operation Of The YK Regional Heath And Training Center (Interim City Manager Moyer)
X. **MAYOR'S REPORT**
XI. **MANAGER'S REPORT**
XII. **CLERK'S REPORT**
XIII. **COUNCIL MEMBER COMMENTS**
XIV. **ADJOURNMENT**

Agenda posted on July 2, 2014, at City Hall, AC Co., Swansons, and the Post Office.

_____
Lori Strickler, City Clerk's Office
(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 July 22, 2014**)

Approval of the Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on June 24, 2014 at 6:30 pm, in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:

Council Member Joseph Klejka, Council Member Rick Robb, Council Member Sharon Sigmon, Council Member Leif Albertson, Council Member Heather Pike

Members Absent were:
Council Member Mark Springer, Council Member Eric Whitney

Also in attendance were the following:
City Clerk Lori Strickler, City Manager Lee Foley, City Attorney Patty Burley

IV. PEOPLE TO BE HEARD

Minnie Sallison Fritts –Announced the winner for the Clean-Up Green-Up cleanest neighbor hood. The cleanest neighbor chosen is East Avenue. Party scheduled for the 28th of this month.

Rusty Tews - Would like to open the Winter House for the public on December 2, 2014. We are seeking buildings to help with feeding, bedding, and storage. We seek funding each year as this is not just a volunteer effort. Next year we would like to have a permanent building for this effort. About 100 people benefitted from the 90 days of service.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: To approve the Consent and Regular Agenda.

Moved by:	Sigmon
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Sigmon, Albertson and Pike
Opposed:	None

VI. APPROVAL OF THE MEETING MINUTES

Item A - 6-3-2014 Special City Council Meeting
Pass on the consent agenda.

Item B - 6-10-2014 Regular City Council Meeting
Pass on the consent agenda.

Item C - 6-17-2014 Special City Council Meeting
Pass on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Item A - Port Commission –
Pete Williams, Port Director – Because we did not have a quorum a meeting has not been held since the last meeting. Safety courses scheduled later this month.

Item B - Planning Commission –
Heather Pike, Council Representative- Last planning meeting was held on the 4th of June. We are discussing wind turbine issues. Next meeting scheduled for September 2, 2014.

Item C - Public Safety and Transportation Commission-
Sharon Sigmon, Council Representative- Has not has a meeting since last council meeting. Next meeting scheduled for September 2, 2014

Item D - Energy Committee –
Richard Robb, Council Representative- We haven't had a meeting since the last meeting. Next meeting scheduled for July 7, 2014 with two vacant seats open.

Item E - Public Works Committee-
Joseph Klejka, Council Representative- We have not had a meeting since the last meeting. We have been getting help from Brian Lefferts with grant funds proposed from John.

Item F - Finance Committee-

Hansel Mathlaw, Finance Director – We scheduled a meeting for June 23, but we did not have a quorum to hold the meeting. Next meeting scheduled for June 28th with two vacant seats open.

Item G - Parks and Recreations Committee-
No one available to provide the report.

VIII. SPECIAL ORDER OF BUSINESS

Item A – RUBA Assessment Update From Eli Jacobson, Alaska Department Of Commerce, Community and Economic Development, Division Of Community And Regional Affairs (Acting City Manager Williams)

Eli Jacobson – Explains the indicators not met for the City of Bethel to pass the Rural Utility Business Assessment, and the process to meet these indicators.

Main Motion:	To go back to People to Be Heard
Moved by:	Robb
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Sigmon, Albertson and Pike
Opposed:	None

IX. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 14-12: Amending Bethel Municipal Code Chapter 13.16 Utility Rates.

Mayor Klejka opened the Public Hearing.
Mayor Klejka Closed the Public Hearing.

Main Motion:	Motion to adopt Ordinance 14-12 was made at the May 27th council meeting.
Moved by:	Pike
Seconded by:	Whitney
Action:	Postponed

Main Motion:	Motion to table Ordinance 14-12 to the next council meeting.
Moved by:	Sigmon
Seconded by:	Albertson
Action:	Motion carried by a vote of 4-1
In favor:	Klejka, Sigmon, Albertson and Pike
Opposed:	Robb

Item B – City Of Bethel Lease Agreement With Any Company Not Current On The Lease Payments.

Item C - City Of Bethel/ONC Senior Center Memorandum Of Agreement – Building.

X. NEW BUSINESS

Item A – AM 14-43: Directing Administration To Enter Into An Agreement With The Consortium Library For Community Services In The Amount Of $67,600.

Main Motion:	To approve AM 14-43 with the suggested modification to the contracts from the City Attorney.
Moved by:	Pike
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Sigmon, Albertson and Pike
Opposed:	None

Primary Amendment:	Allow city manager to find time slots for the City's December activities
Moved by:	Sigmon
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Sigmon, Albertson and Pike
Opposed:	None

Council Member Albertson declared a conflict of interest due to his employment with the University of Alaska.
Mayor Klejka rules that Albertson does not have a conflict of interest for University Library Agreement.

Item B – AM 14-44: Contractor for construction services to complete the Bethel Small Boat Harbor Dredging/Bank Stabilization project.

Main Motion:	To approve AM 14-44.
Moved by:	Pike
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Sigmon, Albertson and Pike
Opposed:	None

XII. MAYOR'S REPORT

XIII. MANAGERS REPORT

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Council Member Sigmon- It is a beautiful day in Bethel today. A lot of dust on the roads, please slow down when driving on the dusty areas. There are life vests available to the public, please have everyone use life vests when boating.

Council Member Albertson- Albertson would like to give an extended thanks to the salmon fishing management group. It's been a tough year for the salmon, and we appreciate the people working for the fishing management group. The Bethel Half Marathon went on last week.

Council Member Pike- Welcomed the new City Manager, and a special thank you to Mr. Pete Williams for all his work as acting city Manager. Enjoy and be safe, get out and enjoy the river.

Mayor Klejka- The investigation was given to the News Media, so we will be hearing from that soon. I would really like to thank you Pete for running the Port and the City. The Interim City Manager, Greg Moyer will have a lot of work ahead of him. On July 1st we will have another work session for the Water Sewer Rates. The 4th of July celebration will be upon us soon.

Vice-Mayor Robb- Last Friday there was an opening for fishermen up river, and this week is an opening for fishermen in this area. Hope that people will get out and start fishing. Welcome Greg Moyar on your arrival to the City of Bethel, and a very special thank you to Pete Williams for all your hard work at the City.

XVI. EXECUTIVE SESSION

Item A - AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/Potential Litigation Regarding The Investigation Of Administrative And Personnel Matters As Authorized By The City Council, February 11, 2014.

Item B - Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public

Entity-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions.

Item C - Alaska Statutes Title 44 -Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City Of Bethel vs Hoffman Fuel, Case Number 4BE-09-457CI.

Main Motion:	To move into executive session AS 44.62.310 310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/Potential Litigation Regarding The Investigation Of Administrative And Personnel Matters As Authorized By The City Council, February 11, 2014. Those participating will be the City Attorney, City Manager, Acting City Manager and City Clerk. 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-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions. Those participating will be the City Attorney, City Manager and Acting City Manager. Alaska Statutes Title 44 -Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- City Of Bethel vs Hoffman Fuel, Case Number 4BE-09-457CI. Those participating will Be the City Attorney, City Manager and Acting City Manager.
Moved by:	Sigmon
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Sigmon, Albertson and Pike
Opposed:	None

Council moved into executive session at 8:28p.
Council went back on the record at 9:05p.

XVII. ADJOURNMENT

Main Motion:	Adjourn
Moved by:	Pike

Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Sigmon, Albertson and Pike
Opposed:	None

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on July 1, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

Comprising a quorum of the Council, the following members were present:

Council Member Joseph Klejka, Council Member Rick Robb, Council Member Eric Whitney, Council Member Leif Albertson, and Council Member Sharon Sigmon (arrived after roll call)

Members Absent were:
Council Member Mark Springer, Council Member Heather Pike

Also in attendance were the following:
City Clerk Lori Strickler, Interim City Manager Greg Moyer, City Attorney Patty Burley

III. ROLL CALL

Also in attendance were the following:
City Clerk Lori Strickler, Interim City Manager Greg Moyer, City Attorney Patty Burley

IV. PEOPLE TO BE HEARD

Marty Langue-The hauled water and sewer drivers, are always reliable and have been good hires for the City.
One of the teachers had orange hands from the water, hoped the quality of water coming out of some of the taps in the community could be improved.
Wished the people in Bethel would appreciate water more than they do.
Suggested the Council to meter the water and stated, the community members should be responsible for buying their own meter.

Trails Working Group will be tomorrow, the trail that goes from the hospital to the post office which goes through Joe Dales property is a frequently used trail which was closed this winter. The Working Group should consider another pathway to connect the two locations.
While walking on State Highway in the winter time it is very difficult to see, this should be addressed.

Council Member Sigmon arrived at 6:39p.

Dave Trantham-On July 3, 2012 the Alaska Territorial Guard Park was opened. We are approaching the three year anniversary. The park is scheduled to be finished in December.

V. APPROVAL OF THE AGENDA

Main Motion:	To approve the Agenda.
Moved by:	Whitney
Seconded by:	Robb
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Whitney, Sigmon and Albertson
Opposed:	None

VI. NEW BUSINESS

Item A –Water And Sewer Utility Increase.

Subsidiary Motion:	Move into a Committee of the Whole.
Moved by:	Robb
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Main Motion:	Move out of committee of the whole.
Moved by:	Whitney
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Whitney, Sigmon and Albertson
Opposed:	None

XII. ADJOURNMENT

Main Motion:	To adjourn
Moved by:	Sigmon
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Robb, Whitney, Sigmon and Albertson
Opposed:	None

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel
Finance Committee Agenda

Monday, June 23, 2014 – 6:30 p.m. Council Chambers, Bethel, Alaska

Carol Ann Willard
Finance Committee Chair

Mike Shantz
Finance Committee Vice Chair

Leif Albertson
City Council Representative

Milanna Shear
Finance Committee Member

Dave Trantham, Jr.
Finance Committee Member

Jon Cochrane
Finance Committee Member

Delbert Egoak
Finance Committee Member

Vacant
Alternate Committee Member

Vacant
Alternate Committee Member

Hansel Mathlaw
Finance Director
543-1376
hmathlaw@cityofbethel.net

Tonya Hendrix
Assistant Finance Director
543-1375
thendrix@cityofbethel.net

Carole Jung
Recorder
543-3150
cjung@cityofbethel.net

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD Five minutes per person

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES of May 28, 2014 Meeting

VI. NEW BUSINESS

VII. OLD BUSINESS

a. **Sales Tax Revision- Finance Director**

b. **FY15 Swimming Pool Budget- Trantham**

c. **Senior ID Cards- Shantz**

VIII. COUNCIL REP. COMMENTS

IX. FINANCE DIRECTOR'S COMMENT

X. FINANCE COMMITTEE MEMBER COMMENTS

XI. ADJOURNMENT

Posted on June 17, 2014 at City Office, AC Co., Swanson's & Post Office

Carole Jung

Carole Jung, Recorder

Public Works Committee Agenda

Regular Meeting Wednesday, June 18, 2014 – 6:30PM
City Shop Conference Room

MEMBERS

Joseph A Klejka
Council Rep.
Term Expires
11/2013

Frank Neitz
Chair
Term Expires
12/2013

Scott Guinn
Vice-Chair
Term Expires
12/2014

VACANT
Committee Member
Term Expires
./.

Jennifer Dobson
Committee Member
Term Expires
12/2014

Donna Lindsey
Committee Member
Term Expires
12/2016

Delbert Egoak
Committee Member
Term Expires
12/2015

Bill Arnold
Ex-Officio Member

Cheryl Roberts
Secretary/Recorder

AGENDA

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD – (5 Minute Limit)
Mike Nevenzel with ProDev - Pool Update
IV. APPROVAL OF AGENDA
V. APPROVAL OF MINUTES
A. Minutes from the previous regular meeting - May 21, 2014.
VI. SPECIAL ORDER OF BUSINESS
VII. UNFINISHED BUSINESS
A. Water & Sewer Master Plan - Bill Arnold
B. Institutional Corridor - Feasibility Study & Funding - Bill Arnold
To decide what to do use the $7 million on & how far it should go - Frank Neitz
C. Funding source for Sewer Lagoon & the Dredge - Bill Arnold & Brian Lefferts
D. Unstable Sewer Lagoon Platform - Brian Lefferts
E. Establishing a plan of action for a traffic plan for the new Swansons Store - Frank Neitz
F. Donut Hole options for a shorter route to Tundra Ridge - Bill Arnold
G. Water/Sewer Rate Hike - Brian Lefferts
H. RUBA Assessment - When will this possibly be implemented -
I. AVEC - The Interconnect Agreement for the Pool Wind Mill -
J. Location of 4th Well for City Subdivision Water Treatment Plant - Bill Arnold

VIII. NEW BUSINESS
A. Ridgecrest Dr. Rehabilitation Project for 5 Million at the school - Bill Arnold
B. Update on Recycle Center - Bill Arnold
C. Find a Company to take the steel out of the Landfill - Scott Guinn

IX. DIRECTOR'S REPORT
IX. MEMBER COMMENTS
X. ADJOURNMENT

Cheryl Roberts, Recorder, Public Works Department
Posted: June 12, 2014 - AC, Post Office, Swanson's, City Hall

>>>>DRAFT<<<<
City of Bethel, Alaska
Planning Commission

Regular Meeting Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Planning Commission was held on June 12, 2014 at 6:30 pm in the City of Bethel Council Chambers room, in Bethel, Alaska.
Chair, John Guinn called the meeting to order at 6:30 pm.

II. ROLL CALL

Compromising a quorum of the Committee, the following members were present for roll call: John Guinn, Joy Shantz, Heather Pike, Cliff Linderoth, and Abe (Bubba) Palacios.

Ex-Officio members present were the following: Rachael Pitts, Planning Director and recorder.

III. PEOPLE TO BE HEARD: None.

IV. APPROVAL OF AGENDA

MOTION TO APPROVE THE AGENDA OF JUNE 12, 2014

MOVED:	Joy Shantz	To approve the agenda, with the removal of agenda items Pinky's Park Plat and wind turbine ordinance.
SECONDED:	Abe Palacios	
VOTE ON MOTION	All in favor 5 motion passes and 0 opposed.	

V. APPROVAL OF MINUTES

MOTION TO APPROVE THE MINUTES OF MARCH 13, 2014

MOVED:	Abe Palacios	To approve the minutes of the March 13, 2014 meeting.
SECONDED:	Heather Pike	
VOTE ON MOTION	All in favor 5 motion passes and 0 opposed.	

VI. MOTION TO APPROVE THE MINUTES OF THE JUNE 2, 2014 SPECIAL MEETING

MOVED:	Joy Shantz	To approve the minutes of the June 2, 2014 special meeting.
SECONDED:	Abe Palacios	
VOTE ON MOTION	All in favor 5 motion passes and 0 opposed.	

VII. UNFINISHED BUSINESS

A. **PUBLIC HEARING: A final plat of a portion of US Survey 3790, Block 6, LOT 15,** located in the right-of-way of East Avenue, ten feet in width and 97.85 feet in length, a total of 978.5 square feet. Property of Sharon J. Strauss and Samuel Strauss. The address is 206/208 East Avenue. The purpose is a right-of-way dedication.

MOVED:	Abe Palacios	To approve the final plat of a portion of USS 3790, block 6, lot 15.
SECONDED:	Joy Shantz	
VOTE ON MOTION	All in favor 5 motion passes and 0 opposed	

B.**PUBLIC HEARING: A final plat of a 60 foot utility and public access easement and miscellaneous sewer and utility easements**. The location is City of Bethel property adjacent to the City of Bethel Recreational Center subdivision. The purpose is to create a utility access.

MOVED:	Joy Shantz	To approve the final plat of a 60 foot utility and public access easement and miscellaneous sewer and utility easements.
SECONDED:	Abe Palacios	
VOTE ON MOTION	All in favor 5 motion passes and 0 opposed.	

VIII. NEW BUSINESS

A PUBLIC HEARING: Preliminary Plat of the proposed Snowridge Subdivision. The location is the Heirs of Nicholas A. Charles property, located at Tundra Ridge Road. The purpose is to create a residential subdivision.

MOVED:	Joy Shantz	To approve the preliminary plat of the proposed Snowridge Subdivision.
SECONDED:	Heather Pike	
VOTE ON MOTION	All in favor 5 motion passes and 0 opposed	

IX. DIRECTORS REPORT: Rachael discussed risk mapping.

X. COMMITTEE MEMBER COMMENTS: Cliff: any action being taken on traffic at the the new Swansons? **Bubba:** requested to see the Phillips Alcohol Treatment Center's drawings. **Joy:** Ridgecrest traffic issues.

XI. ADJOURNMENT

MOVED:	Joy Shantz	Motion to adjourn the meeting.
SECONDED:	Abe Palacios	
VOTE ON MOTION	All in favor 5 motion passes and 0 opposed	

Next meeting on July 10, 2014

_____, John Guinn, Chairman
_____, Betsy Jumper, Recorder

Bethel Planning Commission Resolution

Bethel Planning Commission

Resolution No. 2014 – 2

A RESOLUTION OF THE PLANNING COMMISSION APPROVING A FINAL PLAT FOR LOT 15D, BLOCK 6, US SURVEY 3790, CONTAINING 8,889.36 SF, BETHEL RECORDING DISTRICT, BETHEL ALASKA, 99559, PROPERTY OF SHARON AND SAMUEL STRAUSS.

WHEREAS, Larsen Consulting Group filed a final plat with the City of Bethel Planning office in March 2014 for the purpose of a right-of-way dedication;

WHEREAS, the Planning Commission has approved the final plat on June 12, 2014; and

WHEREAS, there are no public improvements required for this plat; and

WHEREAS, the Planning Director / Platting officer for the City of Bethel has determined that this plat conforms to the requirements of the Final Plat, pursuant to BMC 17.16, and recommends that the Final Plat be approved.

NOW THEREFORE BE IT RESOLVED that the **PLANNING COMMISSION** has reviewed the Final Plat and hereby has approved the plat for recording in the Bethel District Recorder's Office.

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this ___12th___ day of ___June_____, 2014.

City of Bethel City Planning Commission Action:

Vote: In Favor:_5_ Opposed:_Ø_ Abstained:_____

ATTEST:

John Guinn, Chair
City of Bethel Planning Commission

Betsy Jumper, Recorder
City of Bethel Planning Commission

Bethel Recording District:
After recording please return to:
City of Bethel Planning Department
PO Box 1388
Bethel, Alaska 99559

Bethel Planning Commission Resolution

Bethel Planning Commission

Resolution No. 2014 – 3

A RESOLUTION OF THE PLANNING COMMISSION APPROVING A FINAL PLAT FOR A 60-FOOT UTILITY AND PUBLIC ACCESS EASEMENT AND MISCELLANEOUS SEWER AND UTILITY EASEMENTS, PLAT 83-39, BETHEL RECORDING DISTRICT, BETHEL ALASKA, 99559, PROPERTY OF THE CITY OF BETHEL.

WHEREAS, Farpoint Land Services filed a final plat with the City of Bethel Planning office in March 2014 for the purpose of easement dedications;

WHEREAS, the Planning Commission has approved the final plat on June 12, 2014; and

WHEREAS, there are no public improvements required for this plat; and

WHEREAS, the Planning Director / Platting officer for the City of Bethel has determined that this plat conforms to the requirements of the Final Plat, pursuant to BMC 17.16, and recommends that the Final Plat be approved.

NOW THEREFORE BE IT RESOLVED that the **PLANNING COMMISSION** has reviewed the Final Plat and hereby has approved the plat for recording in the Bethel District Recorder's Office.

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this ___12th___ day of ___June_____, 2014.

City of Bethel City Planning Commission Action:

Vote: In Favor:__5__ Opposed:__Ø__ Abstained:_____

ATTEST:

John Guinn, Chair
City of Bethel Planning Commission

Betsy Jumper, Recorder
City of Bethel Planning Commission

Bethel Recording District:
After recording please return to:
City of Bethel Planning Department
PO Box 1388
Bethel, Alaska 99559

Planning Commission Meeting Agenda

Regular Meeting Thursday, July 10, 2014 – 6:30PM
City Hall Council Chambers 300 Chief Eddie Hoffman Highway

MEMBERS

John Guinn
Chair
Term Expires
12/2015

Joy Shantz
Vice-Chair
Term Expires
12/2015

Heather Pike
Council Rep.
Term Expires
10/2015

Vacant

Abe Palacios
Committee Member
Term Expires
12/2015

Cliff Linderoth
Committee Member
Term Expires
12/2014

VACANT
Committee Member
Term Expires

Rachael Pitts
Ex-Officio Member
Betsy Jumper
Recorder

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – (15 Minute Limit)

IV. APPROVAL OF MINUTES OF THE JUNE 12, 2014 MEETING

V. APPROVAL OF AGENDA

VI. UNFINISHED BUSINESS

A. Public Hearing: Final Plat of Pinky's Park Subdivision, Tract 1, containing 31.45 acres. Property of the City of Bethel. The address is 326 Akiachak Avenue. The purpose is the addition of ten acres to Pinky's Park.

B. Public Hearing: Final Plat of the proposed Snow Ridge Subdivision. The location is the Heirs of Nicholas A. Charles property, located at Tundra Ridge Road. The purpose is to create a residential subdivision.

VII. NEW BUSINESS

A. Phillips Treatment Center drawings.

VIII. DIRECTOR'S REPORT

IX. COMMISSIONER'S COMMENTS

X. ADJOURNMENT

Posted: July 3, 2014, at AC, Swanson's, City Hall

Unfinished Business

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
June 24, 2014
July 8, 2014
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-12

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE SECTION 13.16 UTILITY RATES

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

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

SECTION 2. Amendment The Bethel Municipal Code Chapter 13.16, is amended as follows (new language is underlined and ~~old language is stricken out~~):

Chapter 13.16
Utility Rates

13.16.010 Definitions

A. "Hauled Water Zone One (1)" as E ¼ Sec 6,E ¼ Sec 7, E ¼ Sec 18, T8N,R71W,SM Sec 4-5, Sec 8-10, Sec 15-17, T8N, R71 W, SM, as identified in the Hauled Water Zone Map available at the City Offices.

B. "Hauled Water Zone Two (2)" as W ¾ Sec 6, W ¾ Sec 7, W ¾ Sec 18, T8N,R71W, SM, Sec 1, Sec 11-12, Sec 13-14, Sec 23-24, R72W, SM, as identified in the Hauled Water Zone Map available at the City Offices.

C. "Regular Business Hours" means the days and hours the city's administrative offices are open to provide general services to the public, excluding weekends and holidays.

D. "Residential" means a building or group of buildings, containing no more than two (2) separate living quarters all having complete living facilities designed for long-term human habitation.

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
June 24, 2014
July 8, 2014
Action:
Vote:

13.16.020 Water service.

For the providing of residential/commercial water services ~~with~~ within the city, the following charges shall be made:

~~A. In addition to usage charges under subsections B and H of this section, water customers shall pay five dollars ($5) monthly per water subscription for facility charges to recover the cost of water system capital improvements and depreciation.~~

~~B. Residential/commercial water delivery services for outside fill with an overflow involving the following capacities, frequencies and rate charges:~~

~~Utility Rate Sheet~~

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~~Capacity~~	~~Frequency~~	Hauled Water Zone 1	Sewer
~~100 Gallons~~	~~1 time per month~~	~~$ 11.83~~	~~$ 10.70~~
-	~~2 times per month~~	~~$ 27.90~~	~~$ 21.40~~
-	~~1 time per week~~	~~$ 40.27~~	~~$ 42.79~~
-	~~2 times per week~~	~~$ 64.86~~	~~$ 85.57~~
-	~~3 times per week~~	~~$ 74.73~~	~~$ 128.35~~
-	~~4 times per week~~	~~$ 102.72~~	~~$ 171.13~~
-	-	-	-
~~150 Gallons~~	~~1 time per month~~	~~$ 13.75~~	~~$ 13.64~~
-	~~2 times per month~~	~~$ 28.04~~	~~$ 27.27~~
-	~~1 time per week~~	~~$ 57.21~~	~~$ 54.53~~
-	~~2 times per week~~	~~$ 116.66~~	~~$ 109.06~~
-	~~3 times per week~~	~~$ 178.33~~	~~$ 163.58~~
-	~~4 times per week~~	~~$ 242.25~~	~~$ 218.11~~
-	-	-	-
~~200 Gallons~~	~~1 time per month~~	~~$ 15.89~~	~~$ 14.64~~

-	~~2 times per month~~	~~$ 32.52~~	~~$ 29.28~~
-	~~1 time per week~~	~~$ 66.49~~	~~$ 58.56~~
-	~~2 times per week~~	~~$ 135.88~~	~~$ 117.11~~
-	~~3 times per week~~	~~$ 208.18~~	~~$ 175.67~~
-	~~4 times per week~~	~~$ 283.34~~	~~$ 234.22~~
-	-	-	-
~~250 Gallons~~	~~1 time per month~~	~~$ 17.90~~	~~$ 15.64~~
-	~~2 times per month~~	~~$ 36.67~~	~~$ 31.27~~
-	~~1 time per week~~	~~$ 75.08~~	~~$ 62.54~~
-	~~2 times per week~~	~~$ 153.67~~	~~$ 125.08~~
-	~~3 times per week~~	~~$ 235.77~~	~~$ 187.62~~
-	~~4 times per week~~	~~$ 321.37~~	~~$ 250.16~~
-	-	-	-
~~300 Gallons~~	~~1 time per month~~	~~$ 19.74~~	~~$ 16.65~~
-	~~2 times per month~~	~~$ 40.48~~	~~$ 33.29~~
-	~~1 time per week~~	~~$ 82.97~~	~~$ 66.57~~
-	~~2 times per week~~	~~$ 170.02~~	~~$ 133.14~~
-	~~3 times per week~~	~~$ 261.11~~	~~$ 199.71~~
-	~~4 times per week~~	~~$ 356.72~~	~~$ 266.28~~
-	-	-	-
~~350 Gallons~~	~~1 time per month~~	~~$ 21.40~~	~~$ 17.65~~
-	~~2 times per month~~	~~$ 43.94~~	~~$ 35.30~~
-	~~1 time per week~~	~~$ 90.17~~	~~$ 70.60~~
-	~~2 times per week~~	~~$ 184.90~~	~~$ 141.20~~
-	~~3 times per week~~	~~$ 284.24~~	~~$ 211.79~~
-	~~4 times per week~~	~~$ 388.16~~	~~$ 282.39~~
-	-	-	-

~~400 Gallons~~	~~1 time per month~~	~~$ 22.91~~	~~$ 18.66~~
-	~~2 times per month~~	~~$ 47.07~~	~~$ 37.32~~
-	~~1 time per week~~	~~$ 96.66~~	~~$ 74.63~~
-	~~2 times per week~~	~~$ 198.35~~	~~$ 149.25~~
-	~~3 times per week~~	~~$ 305.12~~	~~$ 223.88~~
-	~~4 times per week~~	~~$ 416.91~~	~~$ 298.50~~
-	-	-	-
~~450 Gallons~~	~~1 time per month~~	~~$ 24.25~~	~~$ 19.67~~
-	~~2 times per month~~	~~$ 49.87~~	~~$ 39.33~~
-	~~1 time per week~~	~~$ 102.42~~	~~$ 78.66~~
-	~~2 times per week~~	~~$ 210.36~~	~~$ 157.31~~
-	~~3 times per week~~	~~$ 323.75~~	~~$ 235.96~~
-	~~4 times per week~~	~~$ 442.61~~	~~$ 314.61~~
	-	-	-
~~500 Gallons~~	~~1 time per month~~	~~$ 25.41~~	~~$ 20.67~~
-	~~2 times per month~~	~~$ 52.28~~	~~$ 41.34~~
-	~~1 time per week~~	~~$ 107.52~~	~~$ 82.68~~
-	~~2 times per week~~	~~$ 220.91~~	~~$ 165.36~~
-	~~3 times per week~~	~~$ 340.14~~	~~$ 248.04~~
-	~~4 times per week~~	~~$ 465.22~~	~~$ 330.72~~
-	-	-	-
~~550 Gallons~~	~~1 time per month~~	~~$ 28.42~~	~~$ 21.67~~
-	~~2 times per month~~	~~$ 58.53~~	~~$ 43.34~~
-	~~1 time per week~~	~~$ 120.44~~	~~$ 86.67~~
-	~~2 times per week~~	~~$ 247.61~~	~~$ 173.34~~
-	~~3 times per week~~	~~$ 381.55~~	~~$ 260.00~~
-	~~4 times per week~~	~~$ 522.21~~	~~$ 346.67~~

-	-	-	-
~~600 Gallons~~	~~1 time per month~~	~~$ 29.38~~	~~$ 22.68~~
-	~~2 times per month~~	~~$ 60.45~~	~~$ 45.35~~
-	~~1 time per week~~	~~$ 124.35~~	~~$ 90.70~~
-	~~2 times per week~~	~~$ 255.59~~	~~$ 181.39~~
-	~~3 times per week~~	~~$ 393.73~~	~~$ 272.09~~
-	~~4 times per week~~	~~$ 538.75~~	~~$ 362.78~~
-	-	-	-
~~650 Gallons~~	~~1 time per month~~	~~$ 33.27~~	~~$ 23.69~~
-	~~2 times per month~~	~~$ 68.57~~	~~$ 47.37~~
-	~~1 time per week~~	~~$ 141.25~~	~~$ 94.73~~
-	~~2 times per week~~	~~$ 290.68~~	~~$ 189.45~~
-	~~3 times per week~~	~~$ 448.34~~	~~$ 284.17~~
-	~~4 times per week~~	~~$ 614.18~~	~~$ 378.89~~
	-	-	-
~~700 Gallons~~	~~1 time per month~~	~~$ 34.36~~	~~$ 24.69~~
-	~~2 times per month~~	~~$ 70.79~~	~~$ 49.38~~
-	~~1 time per week~~	~~$ 145.79~~	~~$ 98.75~~
-	~~2 times per week~~	~~$ 299.93~~	~~$ 197.50~~
-	~~3 times per week~~	~~$ 406.58~~	~~$ 296.25~~
-	~~4 times per week~~	~~$ 633.40~~	~~$ 395.00~~
-	-	-	-
~~750 Gallons~~	~~1 time per month~~	~~$ 35.48~~	~~$ 25.70~~
-	~~2 times per month~~	~~$ 73.08~~	~~$ 51.39~~
-	~~1 time per week~~	~~$ 150.47~~	~~$ 102.78~~
-	~~2 times per week~~	~~$ 309.48~~	~~$ 205.56~~
-	~~3 times per week~~	~~$ 477.08~~	~~$ 308.34~~

-	~~4 times per week~~	~~$ 653.21~~	~~$ 411.12~~
-	-	-	-
~~800 Gallons~~	~~1 time per month~~	~~$ 40.81~~	~~$ 26.70~~
-	~~2 times per month~~	~~$ 84.29~~	~~$ 53.39~~
-	~~1 time per week~~	~~$ 173.79~~	~~$ 106.77~~
-	~~2 times per week~~	~~$ 358.05~~	~~$ 213.53~~
-	~~3 times per week~~	~~$ 552.79~~	~~$ 320.29~~
-	~~4 times per week~~	~~$ 749.30~~	~~$ 427.06~~
-	-	-	-
~~850 Gallons~~	~~1 time per month~~	~~$ 42.14~~	~~$ 27.70~~
-	~~2 times per month~~	~~$ 86.99~~	~~$ 55.40~~
-	~~1 time per week~~	~~$ 179.29~~	~~$ 110.80~~
-	~~2 times per week~~	~~$ 369.29~~	~~$ 221.59~~
-	~~3 times per week~~	~~$ 569.99~~	~~$ 332.38~~
-	~~4 times per week~~	~~$ 781.39~~	~~$ 443.17~~
	-	-	-
~~900 Gallons~~	~~1 time per month~~	~~$ 43.50~~	~~$ 28.71~~
-	~~2 times per month~~	~~$ 89.76~~	~~$ 57.41~~
-	~~1 time per week~~	~~$ 184.94~~	~~$ 114.82~~
-	~~2 times per week~~	~~$ 380.82~~	~~$ 229.64~~
-	~~3 times per week~~	~~$ 587.63~~	~~$ 344.46~~
-	~~4 times per week~~	~~$ 805.36~~	~~$ 459.28~~
-	-	-	-
~~1,000 Gallons~~	~~1 time per month~~	~~$ 46.32~~	~~$ 30.72~~
-	~~2 times per month~~	~~$ 95.51~~	~~$ 61.44~~
-	~~1 time per week~~	~~$ 196.69~~	~~$ 122.88~~
-	~~2 times per week~~	~~$ 404.76~~	~~$ 245.76~~

-	~~3 times per week~~	~~$ 624.22~~	~~$ 368.63~~
-	~~4 times per week~~	~~$ 855.04~~	~~$ 491.51~~
	-	-	-
~~1,200 Gallons~~	~~1 time per month~~	~~$ 55.45~~	~~$ 34.74~~
-	~~2 times per month~~	~~$ 114.54~~	~~$ 69.48~~
-	~~1 time per week~~	~~$ 236.29~~	~~$ 138.95~~
-	~~2 times per week~~	~~$ 487.04~~	~~$ 277.89~~
-	~~3 times per week~~	~~$ 751.42~~	~~$ 416.84~~
-	~~4 times per week~~	~~$ 1,015.55~~	~~$ 555.78~~
-	-	-	-
~~1,400 Gallons~~	~~1 time per month~~	~~$ 64.58~~	~~$ 38.76~~
-	~~2 times per month~~	~~$ 133.56~~	~~$ 77.51~~
-	~~1 time per week~~	~~$ 275.89~~	~~$ 155.02~~
-	~~2 times per week~~	~~$ 569.33~~	~~$ 310.03~~
-	~~3 times per week~~	~~$ 878.63~~	~~$ 465.05~~
-	~~4 times per week~~	~~$ 1,176.05~~	~~$ 620.06~~
-	-	-	-
~~1,500 Gallons~~	~~1 time per month~~	~~$ 78.52~~	~~$ 40.77~~
-	~~2 times per month~~	~~$ 157.04~~	~~$ 81.54~~
-	~~1 time per week~~	~~$ 314.08~~	~~$ 163.08~~
-	~~2 times per week~~	~~$ 628.15~~	~~$ 326.15~~
-	~~3 times per week~~	~~$ 942.23~~	~~$ 489.22~~
-	~~4 times per week~~	~~$ 1,256.30~~	~~$ 652.29~~
-	-	-	-
~~1,750 Gallons~~	~~1 time per month~~	~~$ 89.84~~	~~$ 45.80~~
-	~~2 times per month~~	~~$ 179.67~~	~~$ 91.59~~
-	~~1 time per week~~	~~$ 359.35~~	~~$ 183.17~~

-	~~2 times per week~~	~~$ 718.69~~	~~$ 366.34~~
-	~~3 times per week~~	~~$ 1,078.03~~	~~$ 549.51~~
-	~~4 times per week~~	~~$ 1,437.37~~	~~$ 732.68~~
-	-	-	-
~~2,000 Gallons~~	~~1 time per month~~	~~$ 101.16~~	~~$ 50.82~~
-	~~2 times per month~~	~~$ 202.31~~	~~$ 101.64~~
-	~~1 time per week~~	~~$ 404.62~~	~~$ 203.27~~
-	~~2 times per week~~	~~$ 809.23~~	~~$ 406.54~~
-	~~3 times per week~~	~~$ 1,213.84~~	~~$ 609.80~~
-	~~4 times per week~~	~~$ 1,618.44~~	~~$ 813.07~~
-	-	-	-
~~2,500 Gallons~~	~~1 time per month~~	~~$ 123.79~~	~~$ 60.87~~
-	~~2 times per month~~	~~$ 247.58~~	~~$ 121.74~~
-	~~1 time per week~~	~~$ 495.15~~	~~$ 243.47~~
-	~~2 times per week~~	~~$ 990.30~~	~~$ 486.93~~
-	~~3 times per week~~	~~$ 1,485.45~~	~~$ 730.39~~
-	~~4 times per week~~	~~$ 1,980.59~~	~~$ 973.85~~
-	-	-	-
~~3,000 Gallons~~	~~1 time per month~~	~~$ 146.42~~	~~$ 70.92~~
-	~~2 times per month~~	~~$ 292.85~~	~~$ 141.83~~
-	~~1 time per week~~	~~$ 585.69~~	~~$ 283.66~~
-	~~2 times per week~~	~~$ 1,171.38~~	~~$ 567.32~~
-	~~3 times per week~~	~~$ 1,757.06~~	~~$ 850.97~~
-	~~4 times per week~~	~~$ 2,342.74~~	~~$ 1,134.63~~
	-	-	-
~~3,500 Gallons~~	~~1 time per month~~	~~$ 169.06~~	~~$ 80.97~~
-	~~2 times per month~~	~~$ 338.11~~	~~$ 161.93~~

-	~~1 time per week~~	~~$ 676.23~~	~~$ 323.86~~
-	~~2 times per week~~	~~$ 1,352.45~~	~~$ 647.71~~
-	~~3 times per week~~	~~$ 2,028.68~~	~~$ 971.56~~
-	~~4 times per week~~	~~$ 2,704.89~~	~~$ 1,295.41~~

A. Hauled water delivery services for zone one, involving the following capacities, frequencies, extra call charges and rates are:

Zone 1 Hauled Water Rates

Monthly Rates Zone 1, Hauled Water FY2015 Through June 30, 2015

Capacity	1 time/month	2 times/month	1 time per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$18.71	$32.58	$64.95	$125.07	$185.19	$245.30	-
150	$20.05	$35.26	$70.77	$136.70	$202.63	$268.57	-
200	$21.39	$37.95	$76.58	$148.33	$220.08	$291.83	$66.15
250	$22.73	$40.63	$82.40	$159.97	$237.53	$315.10	$67.49
300	$24.08	$43.32	$88.22	$171.60	$254.98	$338.36	$68.83
350	$25.42	$46.00	$94.03	$183.23	$272.43	$361.63	$70.17
400	$26.76	$48.69	$99.85	$194.86	$289.88	$384.89	$71.52
450	$28.10	$51.37	$105.66	$206.49	$307.32	$408.15	$72.86
500	$29.44	$54.06	$111.48	$218.13	$324.77	$431.42	$74.20
550	$30.79	$56.74	$117.30	$229.76	$342.22	$454.68	$75.54
600	$32.13	$59.42	$123.11	$241.39	$359.67	$477.95	$76.88
650	$33.47	$62.11	$128.93	$253.02	$377.12	$501.21	$78.23
700	$34.81	$64.79	$134.74	$264.65	$394.56	$524.47	$79.57
750	$36.16	$67.48	$140.56	$276.29	$412.01	$547.74	$80.91
800	$37.50	$70.16	$146.38	$287.92	$429.46	$571.00	$82.25
850	$38.84	$72.85	$152.19	$299.55	$446.91	$594.27	$83.60
900	$40.18	$75.53	$158.01	$311.18	$464.36	$617.53	$84.94
1000	$42.87	$80.90	$169.64	$334.45	$499.25	$664.06	$87.62
1200	$48.23	$91.64	$192.90	$380.98	$569.05	$757.12	$92.99
1400	$53.60	$102.37	$216.17	$427.50	$638.84	$850.17	$98.36

1500	$56.29	$107.74	$227.80	$450.77	$673.73	$896.70	$101.04
1750	$63.00	$121.16	$256.88	$508.93	$760.98	$1,013.02	$107.75
2000	$69.71	$134.59	$285.96	$567.09	$848.22	$1,129.34	$114.47
2500	$83.13	$161.43	$344.12	$683.41	$1,022.70	$1,361.99	$127.89
3000	$96.55	$188.27	$402.28	$799.73	$1,197.18	$1,594.63	$141.31
3500	$109.97	$215.12	$460.44	$916.05	$1,371.66	$1,827.27	$154.73
4000	$134.59	$264.34	$567.09	$1,129.34	$1,691.60	$2,253.85	$224.10
5000	$161.43	$318.02	$683.41	$1,361.99	$2,040.56	$2,719.14	$250.94
6000	$188.27	$371.71	$799.73	$1,594.63	$2,389.53	$3,184.42	$277.78
7000	$215.12	$425.40	$916.05	$1,827.27	$2,738.49	$3,649.71	$304.63

Monthly Rates Zone 1, Hauled Water FY2016 July 1, 2015 through June 30, 2016

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$20.20	$35.19	$70.15	$135.07	$200.00	$264.93	-
150	$21.65	$38.09	$76.43	$147.64	$218.85	$290.05	-
200	$23.10	$40.99	$82.71	$160.20	$237.69	$315.18	$71.44
250	$24.55	$43.88	$88.99	$172.76	$256.53	$340.30	$72.89
300	$26.00	$46.78	$95.27	$185.33	$275.38	$365.43	$74.34
350	$27.45	$49.68	$101.55	$197.89	$294.22	$390.56	$75.79
400	$28.90	$52.58	$107.84	$210.45	$313.07	$415.68	$77.24
450	$30.35	$55.48	$114.12	$223.01	$331.91	$440.81	$78.69
500	$31.80	$58.38	$120.40	$235.58	$350.75	$465.93	$80.14
550	$33.25	$61.28	$126.68	$248.14	$369.60	$491.06	$81.59
600	$34.70	$64.18	$132.96	$260.70	$388.44	$516.18	$83.04
650	$36.15	$67.08	$139.24	$273.26	$407.29	$541.31	$84.48
700	$37.60	$69.98	$145.52	$285.83	$426.13	$566.43	$85.93
750	$39.05	$72.87	$151.80	$298.39	$444.97	$591.56	$87.38
800	$40.50	$75.77	$158.09	$310.95	$463.82	$616.68	$88.83
850	$41.95	$78.67	$164.37	$323.51	$482.66	$641.81	$90.28
900	$43.40	$81.57	$170.65	$336.08	$501.51	$666.93	$91.73

1000	$46.30	$87.37	$183.21	$361.20	$539.19	$717.18	$94.63
1200	$52.09	$98.97	$208.34	$411.45	$614.57	$817.69	$100.43
1400	$57.89	$110.56	$233.46	$461.70	$689.95	$918.19	$106.23
1500	$60.79	$116.36	$246.02	$486.83	$727.63	$968.44	$109.13
1750	$68.04	$130.86	$277.43	$549.64	$821.85	$1,094.06	$116.37
2000	$75.29	$145.35	$308.84	$612.46	$916.07	$1,219.69	$123.62
2500	$89.78	$174.34	$371.65	$738.08	$1,104.51	$1,470.95	$138.12
3000	$104.28	$203.33	$434.47	$863.71	$1,292.95	$1,722.20	$152.61
3500	$118.77	$232.32	$497.28	$989.34	$1,481.39	$1,973.45	$167.11
4000	$145.35	$285.48	$612.46	$1,219.69	$1,826.93	$2,434.16	$242.02
5000	$174.34	$343.46	$738.08	$1,470.95	$2,203.81	$2,936.67	$271.02
6000	$203.33	$401.45	$863.71	$1,722.20	$2,580.69	$3,439.18	$300.01
7000	$232.32	$459.43	$989.34	$1,973.45	$2,957.57	$3,941.68	$329.00

Monthly Rates Zone 1, Hauled Water FY2017 July 1, 2016 through June 30, 2017

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$21.82	$38.00	$75.76	$145.88	$216.00	$286.12	-
150	$23.39	$41.13	$82.54	$159.45	$236.35	$313.26	-
200	$24.95	$44.26	$89.33	$173.02	$256.70	$340.39	$77.15
250	$26.52	$47.39	$96.11	$186.58	$277.06	$367.53	$78.72
300	$28.08	$50.53	$102.89	$200.15	$297.41	$394.66	$80.29
350	$29.65	$53.66	$109.68	$213.72	$317.76	$421.80	$81.85
400	$31.21	$56.79	$116.46	$227.29	$338.11	$448.93	$83.42
450	$32.78	$59.92	$123.25	$240.85	$358.46	$476.07	$84.98
500	$34.34	$63.05	$130.03	$254.42	$378.81	$503.21	$86.55
550	$35.91	$66.18	$136.81	$267.99	$399.17	$530.34	$88.11
600	$37.48	$69.31	$143.60	$281.56	$419.52	$557.48	$89.68
650	$39.04	$72.44	$150.38	$295.13	$439.87	$584.61	$91.24
700	$40.61	$75.57	$157.17	$308.69	$460.22	$611.75	$92.81
750	$42.17	$78.70	$163.95	$322.26	$480.57	$638.88	$94.37

800	$43.74	$81.84	$170.73	$335.83	$500.92	$666.02	$95.94
850	$45.30	$84.97	$177.52	$349.40	$521.27	$693.15	$97.51
900	$46.87	$88.10	$184.30	$362.96	$541.63	$720.29	$99.07
1000	$50.00	$94.36	$197.87	$390.10	$582.33	$774.56	$102.20
1200	$56.26	$106.88	$225.00	$444.37	$663.74	$883.10	$108.46
1400	$62.52	$119.41	$252.14	$498.64	$745.14	$991.64	$114.73
1500	$65.65	$125.67	$265.71	$525.78	$785.84	$1,045.91	$117.86
1750	$73.48	$141.32	$299.63	$593.61	$887.60	$1,181.59	$125.68
2000	$81.31	$156.98	$333.55	$661.45	$989.36	$1,317.27	$133.51
2500	$96.96	$188.29	$401.38	$797.13	$1,192.88	$1,588.62	$149.17
3000	$112.62	$219.60	$469.22	$932.81	$1,396.39	$1,859.97	$164.82
3500	$128.27	$250.91	$537.06	$1,068.48	$1,599.91	$2,131.33	$180.48
4000	$156.98	$308.32	$661.45	$1,317.27	$1,973.08	$2,628.90	$261.39
5000	$188.29	$370.94	$797.13	$1,588.62	$2,380.11	$3,171.60	$292.70
6000	$219.60	$433.56	$932.81	$1,859.97	$2,787.14	$3,714.31	$324.01
7000	$250.91	$496.18	$1,068.48	$2,131.33	$3,194.17	$4,257.02	$355.32

Monthly Rates Zone 1, Hauled Water FY2018 July 1, 2017 through June 30, 2018

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$22.69	$39.52	$78.79	$151.72	$224.64	$297.57	-
150	$24.32	$42.78	$85.84	$165.83	$245.81	$325.79	-
200	$25.95	$46.03	$92.90	$179.94	$266.97	$354.01	$80.24
250	$27.58	$49.29	$99.96	$194.05	$288.14	$382.23	$81.87
300	$29.21	$52.55	$107.01	$208.16	$309.30	$410.45	$83.50
350	$30.83	$55.80	$114.07	$222.27	$330.47	$438.67	$85.12
400	$32.46	$59.06	$121.12	$236.38	$351.64	$466.89	$86.75
450	$34.09	$62.32	$128.18	$250.49	$372.80	$495.11	$88.38
500	$35.72	$65.57	$135.23	$264.60	$393.97	$523.33	$90.01
550	$37.35	$68.83	$142.29	$278.71	$415.13	$551.55	$91.64
600	$38.97	$72.08	$149.34	$292.82	$436.30	$579.78	$93.27

650	$40.60	$75.34	$156.40	$306.93	$457.46	$608.00	$94.89
700	$42.23	$78.60	$163.45	$321.04	$478.63	$636.22	$96.52
750	$43.86	$81.85	$170.51	$335.15	$499.79	$664.44	$98.15
800	$45.49	$85.11	$177.56	$349.26	$520.96	$692.66	$99.78
850	$47.11	$88.37	$184.62	$363.37	$542.13	$720.88	$101.41
900	$48.74	$91.62	$191.67	$377.48	$563.29	$749.10	$103.03
1000	$52.00	$98.13	$205.78	$405.70	$605.62	$805.54	$106.29
1200	$58.51	$111.16	$234.00	$462.14	$690.28	$918.42	$112.80
1400	$65.02	$124.18	$262.22	$518.59	$774.95	$1,031.31	$119.32
1500	$68.28	$130.70	$276.34	$546.81	$817.28	$1,087.75	$122.57
1750	$76.42	$146.98	$311.61	$617.36	$923.11	$1,228.85	$130.71
2000	$84.56	$163.26	$346.89	$687.91	$1,028.93	$1,369.96	$138.85
2500	$100.84	$195.82	$417.44	$829.01	$1,240.59	$1,652.17	$155.13
3000	$117.12	$228.38	$487.99	$970.12	$1,452.25	$1,934.37	$171.42
3500	$133.41	$260.95	$558.54	$1,111.22	$1,663.90	$2,216.58	$187.70
4000	$163.26	$320.65	$687.91	$1,369.96	$2,052.00	$2,734.05	$271.84
5000	$195.82	$385.78	$829.01	$1,652.17	$2,475.32	$3,298.47	$304.40
6000	$228.38	$450.90	$970.12	$1,934.37	$2,898.63	$3,862.88	$336.97
7000	$260.95	$516.03	$1,111.22	$2,216.58	$3,321.94	$4,427.30	$369.53

Monthly Rates Zone 1, Hauled Water FY2019 July 1, 2018 through June 30, 2019

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$23.60	$41.10	$81.94	$157.78	$233.63	$309.47	-
150	$25.29	$44.49	$89.28	$172.46	$255.64	$338.82	-
200	$26.99	$47.88	$96.62	$187.13	$277.65	$368.17	$83.45
250	$28.68	$51.26	$103.95	$201.81	$299.66	$397.52	$85.14
300	$30.37	$54.65	$111.29	$216.48	$321.68	$426.87	$86.84
350	$32.07	$58.04	$118.63	$231.16	$343.69	$456.22	$88.53
400	$33.76	$61.42	$125.97	$245.83	$365.70	$485.57	$90.22
450	$35.45	$64.81	$133.30	$260.51	$387.71	$514.92	$91.92

500	$37.15	$68.19	$140.64	$275.18	$409.72	$544.27	$93.61
550	$38.84	$71.58	$147.98	$289.86	$431.74	$573.62	$95.30
600	$40.53	$74.97	$155.32	$304.53	$453.75	$602.97	$97.00
650	$42.23	$78.35	$162.65	$319.21	$475.76	$632.32	$98.69
700	$43.92	$81.74	$169.99	$333.88	$497.77	$661.67	$100.38
750	$45.61	$85.13	$177.33	$348.56	$519.79	$691.02	$102.08
800	$47.31	$88.51	$184.66	$363.23	$541.80	$720.36	$103.77
850	$49.00	$91.90	$192.00	$377.91	$563.81	$749.71	$105.46
900	$50.69	$95.29	$199.34	$392.58	$585.82	$779.06	$107.16
1000	$54.08	$102.06	$214.01	$421.93	$629.85	$837.76	$110.54
1200	$60.85	$115.61	$243.36	$480.63	$717.90	$955.16	$117.31
1400	$67.62	$129.15	$272.71	$539.33	$805.94	$1,072.56	$124.09
1500	$71.01	$135.92	$287.39	$568.68	$849.97	$1,131.26	$127.47
1750	$79.48	$152.86	$324.08	$642.05	$960.03	$1,278.01	$135.94
2000	$87.94	$169.79	$360.76	$715.43	$1,070.09	$1,424.76	$144.41
2500	$104.88	$203.65	$434.14	$862.18	$1,290.21	$1,718.25	$161.34
3000	$121.81	$237.52	$507.51	$1,008.92	$1,510.34	$2,011.75	$178.27
3500	$138.74	$271.38	$580.88	$1,155.67	$1,730.46	$2,305.24	$195.20
4000	$169.79	$333.48	$715.43	$1,424.76	$2,134.08	$2,843.41	$282.72
5000	$203.65	$401.21	$862.18	$1,718.25	$2,574.33	$3,430.41	$316.58
6000	$237.52	$468.94	$1,008.92	$2,011.75	$3,014.57	$4,017.40	$350.45
7000	$271.38	$536.67	$1,155.67	$2,305.24	$3,454.82	$4,604.39	$384.31

B. Hauled water delivery services for zone two, involving the following capacities, frequencies, extra call charges and rates are:

Zone 2 Hauled Water Rates

Monthly Rates Zone 2, Hauled Water FY2015 Through June 30, 2015

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery

100	$29.90	$54.96	$113.44	$222.04	$330.64	$439.25	-
150	$31.24	$57.64	$119.25	$233.67	$348.09	$462.51	-
200	$32.58	$60.33	$125.07	$245.30	$365.54	$485.77	$122.09
250	$33.92	$63.01	$130.89	$256.94	$382.99	$509.04	$123.43
300	$35.26	$65.70	$136.70	$268.57	$400.44	$532.30	$124.78
350	$36.61	$68.38	$142.52	$280.20	$417.88	$555.57	$126.12
400	$37.95	$71.06	$148.33	$291.83	$435.33	$578.83	$127.46
450	$39.29	$73.75	$154.15	$303.46	$452.78	$602.10	$128.80
500	$40.63	$76.43	$159.97	$315.10	$470.23	$625.36	$130.14
550	$41.98	$79.12	$165.78	$326.73	$487.68	$648.62	$131.49
600	$43.32	$81.80	$171.60	$338.36	$505.12	$671.89	$132.83
650	$44.66	$84.49	$177.41	$349.99	$522.57	$695.15	$134.17
700	$46.00	$87.17	$183.23	$361.63	$540.02	$718.42	$135.51
750	$47.34	$89.85	$189.05	$373.26	$557.47	$741.68	$136.86
800	$48.69	$92.54	$194.86	$384.89	$574.92	$764.94	$138.20
850	$50.03	$95.22	$200.68	$396.52	$592.37	$788.21	$139.54
900	$51.37	$97.91	$206.49	$408.15	$609.81	$811.47	$140.88
1000	$54.06	$103.28	$218.13	$431.42	$644.71	$858.00	$143.57
1200	$59.42	$114.01	$241.39	$477.95	$714.50	$951.06	$148.94
1400	$64.79	$124.75	$264.65	$524.47	$784.29	$1,044.12	$154.30
1500	$67.48	$130.12	$276.29	$547.74	$819.19	$1,090.64	$156.99
1750	$74.19	$143.54	$305.37	$605.90	$906.43	$1,206.96	$163.70
2000	$80.90	$156.96	$334.45	$664.06	$993.67	$1,323.29	$170.41
2500	$94.32	$183.81	$392.61	$780.38	$1,168.15	$1,555.93	$183.83
3000	$107.74	$210.65	$450.77	$896.70	$1,342.64	$1,788.57	$197.25
3500	$121.16	$237.49	$508.93	$1,013.02	$1,517.12	$2,021.21	$210.67
4000	$156.96	$309.09	$664.06	$1,323.29	$1,982.51	$2,641.74	$335.99
5000	$183.81	$362.78	$780.38	$1,555.93	$2,331.48	$3,107.02	$362.83
6000	$210.65	$416.47	$896.70	$1,788.57	$2,680.44	$3,572.31	$389.67
7000	$237.49	$470.15	$1,013.02	$2,021.21	$3,029.40	$4,037.59	$416.52

Monthly Rates Zone 2, Hauled Water FY2016 July 1, 2015 through June 30, 2016

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$32.29	$59.35	$122.51	$239.80	$357.09	$474.39	-

150	$33.74	$62.25	$128.79	$252.37	$375.94	$499.51	-
200	$35.19	$65.15	$135.07	$264.93	$394.78	$524.64	$131.86
250	$36.64	$68.05	$141.36	$277.49	$413.63	$549.76	$133.31
300	$38.09	$70.95	$147.64	$290.05	$432.47	$574.89	$134.76
350	$39.54	$73.85	$153.92	$302.62	$451.31	$600.01	$136.21
400	$40.99	$76.75	$160.20	$315.18	$470.16	$625.14	$137.66
450	$42.43	$79.65	$166.48	$327.74	$489.00	$650.26	$139.11
500	$43.88	$82.55	$172.76	$340.30	$507.85	$675.39	$140.56
550	$45.33	$85.45	$179.04	$352.87	$526.69	$700.51	$142.01
600	$46.78	$88.35	$185.33	$365.43	$545.53	$725.64	$143.46
650	$48.23	$91.24	$191.61	$377.99	$564.38	$750.76	$144.91
700	$49.68	$94.14	$197.89	$390.56	$583.22	$775.89	$146.35
750	$51.13	$97.04	$204.17	$403.12	$602.07	$801.01	$147.80
800	$52.58	$99.94	$210.45	$415.68	$620.91	$826.14	$149.25
850	$54.03	$102.84	$216.73	$428.24	$639.75	$851.27	$150.70
900	$55.48	$105.74	$223.01	$440.81	$658.60	$876.39	$152.15
1000	$58.38	$111.54	$235.58	$465.93	$696.29	$926.64	$155.05
1200	$64.18	$123.13	$260.70	$516.18	$771.66	$1,027.14	$160.85
1400	$69.98	$134.73	$285.83	$566.43	$847.04	$1,127.64	$166.65
1500	$72.87	$140.53	$298.39	$591.56	$884.73	$1,177.90	$169.55
1750	$80.12	$155.02	$329.80	$654.37	$978.95	$1,303.52	$176.80
2000	$87.37	$169.52	$361.20	$717.18	$1,073.17	$1,429.15	$184.04
2500	$101.87	$198.51	$424.02	$842.81	$1,261.61	$1,680.40	$198.54
3000	$116.36	$227.50	$486.83	$968.44	$1,450.05	$1,931.66	$213.03
3500	$130.86	$256.49	$549.64	$1,094.06	$1,638.49	$2,182.91	$227.53
4000	$169.52	$333.82	$717.18	$1,429.15	$2,141.11	$2,853.08	$362.86
5000	$198.51	$391.80	$842.81	$1,680.40	$2,517.99	$3,355.58	$391.86
6000	$227.50	$449.78	$968.44	$1,931.66	$2,894.87	$3,858.09	$420.85
7000	$256.49	$507.76	$1,094.06	$2,182.91	$3,271.75	$4,360.60	$449.84

Monthly Rates Zone 2, Hauled Water FY2017 July 1, 2016 through June 30, 2017

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
June 24, 2014
July 8, 2014
Action:
Vote:

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$34.87	$64.10	$132.31	$258.99	$385.66	$512.34	-
150	$36.44	$67.23	$139.10	$272.55	$406.01	$539.47	-
200	$38.00	$70.37	$145.88	$286.12	$426.36	$566.61	$142.41
250	$39.57	$73.50	$152.66	$299.69	$446.72	$593.74	$143.97
300	$41.13	$76.63	$159.45	$313.26	$467.07	$620.88	$145.54
350	$42.70	$79.76	$166.23	$326.83	$487.42	$648.01	$147.10
400	$44.26	$82.89	$173.02	$340.39	$507.77	$675.15	$148.67
450	$45.83	$86.02	$179.80	$353.96	$528.12	$702.28	$150.24
500	$47.39	$89.15	$186.58	$367.53	$548.47	$729.42	$151.80
550	$48.96	$92.28	$193.37	$381.10	$568.83	$756.55	$153.37
600	$50.53	$95.41	$200.15	$394.66	$589.18	$783.69	$154.93
650	$52.09	$98.54	$206.94	$408.23	$609.53	$810.83	$156.50
700	$53.66	$101.68	$213.72	$421.80	$629.88	$837.96	$158.06
750	$55.22	$104.81	$220.50	$435.37	$650.23	$865.10	$159.63
800	$56.79	$107.94	$227.29	$448.93	$670.58	$892.23	$161.19
850	$58.35	$111.07	$234.07	$462.50	$690.93	$919.37	$162.76
900	$59.92	$114.20	$240.85	$476.07	$711.29	$946.50	$164.33
1000	$63.05	$120.46	$254.42	$503.21	$751.99	$1,000.77	$167.46
1200	$69.31	$132.99	$281.56	$557.48	$833.40	$1,109.31	$173.72
1400	$75.57	$145.51	$308.69	$611.75	$914.80	$1,217.86	$179.98
1500	$78.70	$151.77	$322.26	$638.88	$955.50	$1,272.13	$183.11
1750	$86.53	$167.43	$356.18	$706.72	$1,057.26	$1,407.80	$190.94
2000	$94.36	$183.08	$390.10	$774.56	$1,159.02	$1,543.48	$198.77
2500	$110.01	$214.39	$457.94	$910.24	$1,362.54	$1,814.83	$214.42
3000	$125.67	$245.70	$525.78	$1,045.91	$1,566.05	$2,086.19	$230.08
3500	$141.32	$277.01	$593.61	$1,181.59	$1,769.57	$2,357.54	$245.73
4000	$183.08	$360.52	$774.56	$1,543.48	$2,312.40	$3,081.32	$391.89
5000	$214.39	$423.15	$910.24	$1,814.83	$2,719.43	$3,624.03	$423.20
6000	$245.70	$485.77	$1,045.91	$2,086.19	$3,126.46	$4,166.74	$454.51
7000	$277.01	$548.39	$1,181.59	$2,357.54	$3,533.49	$4,709.45	$485.82

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
June 24, 2014
July 8, 2014
Action:
Vote:

Monthly Rates Zone 2, Hauled Water FY2018 July 1, 2017 through June 30, 2018

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$36.27	$66.67	$137.61	$269.35	$401.09	$532.83	-
150	$37.89	$69.92	$144.66	$283.46	$422.25	$561.05	-
200	$39.52	$73.18	$151.72	$297.57	$443.42	$589.27	$148.10
250	$41.15	$76.44	$158.77	$311.68	$464.58	$617.49	$149.73
300	$42.78	$79.69	$165.83	$325.79	$485.75	$645.71	$151.36
350	$44.41	$82.95	$172.88	$339.90	$506.92	$673.93	$152.99
400	$46.03	$86.20	$179.94	$354.01	$528.08	$702.15	$154.62
450	$47.66	$89.46	$186.99	$368.12	$549.25	$730.38	$156.25
500	$49.29	$92.72	$194.05	$382.23	$570.41	$758.60	$157.87
550	$50.92	$95.97	$201.10	$396.34	$591.58	$786.82	$159.50
600	$52.55	$99.23	$208.16	$410.45	$612.74	$815.04	$161.13
650	$54.17	$102.49	$215.21	$424.56	$633.91	$843.26	$162.76
700	$55.80	$105.74	$222.27	$438.67	$655.08	$871.48	$164.39
750	$57.43	$109.00	$229.32	$452.78	$676.24	$899.70	$166.01
800	$59.06	$112.25	$236.38	$466.89	$697.41	$927.92	$167.64
850	$60.69	$115.51	$243.43	$481.00	$718.57	$956.14	$169.27
900	$62.32	$118.77	$250.49	$495.11	$739.74	$984.36	$170.90
1000	$65.57	$125.28	$264.60	$523.33	$782.07	$1,040.80	$174.15
1200	$72.08	$138.30	$292.82	$579.78	$866.73	$1,153.69	$180.67
1400	$78.60	$151.33	$321.04	$636.22	$951.39	$1,266.57	$187.18
1500	$81.85	$157.84	$335.15	$664.44	$993.72	$1,323.01	$190.44
1750	$89.99	$174.12	$370.43	$734.99	$1,099.55	$1,464.12	$198.58
2000	$98.13	$190.40	$405.70	$805.54	$1,205.38	$1,605.22	$206.72
2500	$114.42	$222.97	$476.25	$946.65	$1,417.04	$1,887.43	$223.00
3000	$130.70	$255.53	$546.81	$1,087.75	$1,628.69	$2,169.64	$239.28
3500	$146.98	$288.09	$617.36	$1,228.85	$1,840.35	$2,451.84	$255.56
4000	$190.40	$374.95	$805.54	$1,605.22	$2,404.90	$3,204.58	$407.57
5000	$222.97	$440.07	$946.65	$1,887.43	$2,828.21	$3,768.99	$440.13
6000	$255.53	$505.20	$1,087.75	$2,169.64	$3,251.52	$4,333.41	$472.69
7000	$288.09	$570.32	$1,228.85	$2,451.84	$3,674.83	$4,897.82	$505.26

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
June 24, 2014
July 8, 2014
Action:
Vote:

Monthly Rates Zone 2, Hauled Water FY2019 July 1, 2018 through June 30, 2019

Capacity	1 time/month	2 times/month	1 times per week	2 times/week	3 times/week	4 times/week	Extra Call/delivery
100	$37.72	$69.33	$143.11	$280.12	$417.13	$554.14	-
150	$39.41	$72.72	$150.45	$294.80	$439.14	$583.49	-
200	$41.10	$76.11	$157.78	$309.47	$461.16	$612.84	$154.03
250	$42.80	$79.49	$165.12	$324.15	$483.17	$642.19	$155.72
300	$44.49	$82.88	$172.46	$338.82	$505.18	$671.54	$157.42
350	$46.18	$86.27	$179.80	$353.49	$527.19	$700.89	$159.11
400	$47.88	$89.65	$187.13	$368.17	$549.21	$730.24	$160.80
450	$49.57	$93.04	$194.47	$382.84	$571.22	$759.59	$162.49
500	$51.26	$96.43	$201.81	$397.52	$593.23	$788.94	$164.19
550	$52.96	$99.81	$209.15	$412.19	$615.24	$818.29	$165.88
600	$54.65	$103.20	$216.48	$426.87	$637.25	$847.64	$167.57
650	$56.34	$106.59	$223.82	$441.54	$659.27	$876.99	$169.27
700	$58.04	$109.97	$231.16	$456.22	$681.28	$906.34	$170.96
750	$59.73	$113.36	$238.50	$470.89	$703.29	$935.69	$172.65
800	$61.42	$116.75	$245.83	$485.57	$725.30	$965.04	$174.35
850	$63.11	$120.13	$253.17	$500.24	$747.32	$994.39	$176.04
900	$64.81	$123.52	$260.51	$514.92	$769.33	$1,023.74	$177.73
1000	$68.19	$130.29	$275.18	$544.27	$813.35	$1,082.44	$181.12
1200	$74.97	$143.84	$304.53	$602.97	$901.40	$1,199.83	$187.89
1400	$81.74	$157.38	$333.88	$661.67	$989.45	$1,317.23	$194.67
1500	$85.13	$164.16	$348.56	$691.02	$1,033.47	$1,375.93	$198.05
1750	$93.59	$181.09	$385.24	$764.39	$1,143.53	$1,522.68	$206.52
2000	$102.06	$198.02	$421.93	$837.76	$1,253.60	$1,669.43	$214.99
2500	$118.99	$231.89	$495.30	$984.51	$1,473.72	$1,962.92	$231.92
3000	$135.92	$265.75	$568.68	$1,131.26	$1,693.84	$2,256.42	$248.85
3500	$152.86	$299.62	$642.05	$1,278.01	$1,913.96	$2,549.92	$265.78
4000	$198.02	$389.94	$837.76	$1,669.43	$2,501.09	$3,332.76	$423.87
5000	$231.89	$457.67	$984.51	$1,962.92	$2,941.34	$3,919.75	$457.74
6000	$265.75	$525.40	$1,131.26	$2,256.42	$3,381.58	$4,506.74	$491.60
7000	$299.62	$593.13	$1,278.01	$2,549.92	$3,821.83	$5,093.74	$525.47

~~C. Extra Call Rates.~~

~~1. Residential/commercial extra call, normal hours, will be as follows:~~

~~Capacity~~	~~Water~~	~~Sewer~~
~~200 Gallons~~	~~$71.43~~	~~$65.95~~
~~250 Gallons~~	~~$74.05~~	~~$67.20~~
~~300 Gallons~~	~~$76.67~~	~~$68.45~~
~~350 Gallons~~	~~$79.28~~	~~$69.70~~
~~400 Gallons~~	~~$81.90~~	~~$70.95~~
~~450 Gallons~~	~~$84.51~~	~~$72.20~~
~~500 Gallons~~	~~$87.13~~	~~$73.45~~
~~550 Gallons~~	~~$89.75~~	~~$74.68~~
~~600 Gallons~~	~~$92.37~~	~~$75.94~~
~~650 Gallons~~	~~$94.98~~	~~$77.19~~
~~700 Gallons~~	~~$97.59~~	~~$78.43~~
~~750 Gallons~~	~~$100.21~~	~~$79.68~~
~~800 Gallons~~	~~$102.83~~	~~$80.93~~
~~850 Gallons~~	~~$105.45~~	~~$82.17~~
~~900 Gallons~~	~~$108.07~~	~~$83.42~~
~~1,000 Gallons~~	~~$113.29~~	~~$85.92~~
~~1,200 Gallons~~	~~$123.77~~	~~$90.91~~

~~1,400 Gallons~~	~~$134.23~~	~~$95.90~~
~~1,500 Gallons~~	~~$139.46~~	~~$98.40~~
~~1,750 Gallons~~	~~$152.54~~	~~$104.63~~
~~2,000 Gallons~~	~~$165.63~~	~~$110.88~~
~~2,500 Gallons~~	~~$110.88~~	~~$123.35~~
~~3,000 Gallons~~	~~$217.97~~	~~$135.83~~
~~3,500 Gallons~~	~~$244.13~~	~~$147.40~~

~~1. Residential/commercial extra call after hours shall be the normal hours rate plus seventy-five dollars ($75).~~

~~D. Rate for deliveries over three thousand five hundred (3,500) gallons calculated using the three-thousand-five-hundred- (3,500-) gallon rate plus the rate for additional gallons. Examples:~~

~~1. The rate for four thousand five hundred (4,500) gallons is the rate for three thousand five hundred (3,500) gallons plus the rate for one thousand (1,000) gallons.~~

~~2. The rate for eight thousand (8,000) gallons is two (2) times the three-thousand-five-hundred- (3,500-) gallon rate plus one-thousand- (1,000-) gallon rate.~~

~~E.~~ C. ~~Residential/Commercial~~ Water Delivery Services for Outside Fill. Customers with inside fill shall be charged by the schedule as set by the outside fill rate, and in addition each customer shall be charged a monthly surcharge of fourteen dollars and sixty-three cents ($14.63) per month. Each inside fill customer is required to have a waiver of liability on file with the finance department.

~~F. Residential/commercial extra calls from the schedule in subsections (B)(1) and (2) of this section.~~

~~G.~~ D. No new services for deliveries more than two (2) times a week shall be established.

~~H.~~ E. ~~Residential/commercial~~ Piped water rates:

1. ~~Flat rate (nonmetered)~~ Nonmetered: ~~one hundred twenty-five dollars and eight cents ($125.08)~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$210.24	$227.06	$245.22	$255.03	$265.23

2. ~~Residential/commercial~~ Metered service per one thousand (1,000) gallons: ~~twenty-six dollars and fifty cents ($26.50) per one thousand (1,000) gallons~~;

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$41.35	$44.66	$48.23	$50.16	$52.16

a. Any nonresidential customer on piped services shall be charged the meter rate.

~~3. Residential metered service: sixty-four dollars ($64.00) flat rate plus two and six tenths cents ($0.026) per gallon;~~

~~4.~~ 3. Water service picked up at the pump house per approximate gallon: ~~three cents ($0.03) per gallon (seventy-five cents ($0.75) per minute approximately three cents ($0.03) per gallon).~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019

$0.0336	$0.0362	$0.0392	$0.0408	$0.0424

13.16.025 Protection from plumbing failure.

In cases where a documented plumbing malfunction or breakage occurs in a metered residence, and there is an unusually high water usage, the customer can request a reversal of fees above and beyond an average rate reflecting three (3) months' metered consumption. Such reversal shall be at the discretion of the city administration.

13.16.030 Sewage service.

For the providing of residential/commercial sewage service within the city, the following charges shall be made:

A. Hauled sewer evacuation services, involving the following capacities, frequencies, extra haul charges and rates are:

Monthly Rates, Hauled Sewer FY2015 Through June 30, 2015

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$22.43	$39.94	$80.04	$155.21	$230.38	$293.79	-
150	$23.37	$41.84	$84.11	$163.35	$242.59	$309.45	-
200	$24.32	$43.73	$88.18	$171.49	$254.80	$325.11	$63.11
250	$25.27	$45.63	$92.25	$179.63	$267.01	$340.76	$64.01
300	$26.22	$47.53	$96.32	$187.77	$279.22	$356.42	$64.91
350	$27.17	$49.42	$100.39	$195.91	$291.44	$372.08	$65.82
400	$28.12	$51.32	$104.46	$204.05	$303.65	$387.73	$66.72
450	$29.07	$53.22	$108.53	$212.20	$315.86	$403.39	$67.62
500	$30.01	$55.11	$112.60	$220.34	$328.07	$419.05	$68.53
550	$30.96	$57.01	$116.67	$228.48	$340.29	$434.71	$69.43
600	$31.91	$58.91	$120.74	$236.62	$352.50	$450.36	$70.33
650	$32.86	$60.81	$124.81	$244.76	$364.71	$466.02	$71.24
700	$33.81	$62.70	$128.88	$252.90	$376.92	$481.68	$72.14
750	$34.76	$64.60	$132.96	$261.05	$389.14	$497.33	$73.04
800	$35.70	$66.50	$137.03	$269.19	$401.35	$512.99	$73.95
850	$36.65	$68.39	$141.10	$277.33	$413.56	$528.65	$74.85
900	$37.60	$70.29	$145.17	$285.47	$425.77	$544.30	$75.75
1000	$39.50	$74.08	$153.31	$301.75	$450.20	$575.62	$77.56
1200	$43.29	$81.67	$169.59	$334.32	$499.05	$638.24	$81.17
1400	$47.09	$89.26	$185.88	$366.89	$547.90	$700.87	$84.78

1500	$48.98	$93.05	$194.02	$383.17	$572.32	$732.19	$86.59
1750	$53.72	$102.54	$214.37	$423.88	$633.38	$810.47	$91.11
2000	$58.47	$112.02	$234.73	$464.59	$694.44	$888.75	$95.62
2500	$67.95	$130.99	$275.43	$546.00	$816.57	$1,045.32	$104.66
3000	$77.44	$149.96	$316.14	$627.42	$938.69	$1,201.89	$113.69
3500	$86.92	$168.93	$356.85	$708.83	$1,060.82	$1,358.46	$122.72
4000	$112.02	$219.13	$464.59	$924.30	$1,384.02	$1,772.83	$191.25
5000	$130.99	$257.07	$546.00	$1,087.14	$1,628.27	$2,085.97	$209.31
6000	$149.96	$295.01	$627.42	$1,249.97	$1,872.52	$2,399.11	$227.38
7000	$168.93	$332.94	$708.83	$1,412.80	$2,116.77	$2,712.24	$245.44

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
June 24, 2014
July 8, 2014
Action:
Vote:

Monthly Rates, Hauled Sewer FY2016 July 1, 2015 through June 30, 2016

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$23.55	$41.94	$84.04	$162.97	$241.89	$308.48	$0.00
150	$24.54	$43.93	$88.31	$171.51	$254.72	$324.92	$0.00
200	$25.54	$45.92	$92.59	$180.06	$267.54	$341.36	$66.26
250	$26.54	$47.91	$96.86	$188.61	$280.36	$357.80	$67.21
300	$27.53	$49.90	$101.13	$197.16	$293.19	$374.24	$68.16
350	$28.53	$51.90	$105.41	$205.71	$306.01	$390.68	$69.11
400	$29.52	$53.89	$109.68	$214.26	$318.83	$407.12	$70.05
450	$30.52	$55.88	$113.96	$222.81	$331.65	$423.56	$71.00
500	$31.51	$57.87	$118.23	$231.35	$344.48	$440.00	$71.95
550	$32.51	$59.86	$122.51	$239.90	$357.30	$456.44	$72.90
600	$33.51	$61.85	$126.78	$248.45	$370.12	$472.88	$73.85
650	$34.50	$63.85	$131.05	$257.00	$382.95	$489.32	$74.80
700	$35.50	$65.84	$135.33	$265.55	$395.77	$505.76	$75.75
750	$36.49	$67.83	$139.60	$274.10	$408.59	$522.20	$76.69
800	$37.49	$69.82	$143.88	$282.65	$421.42	$538.64	$77.64
850	$38.49	$71.81	$148.15	$291.20	$434.24	$555.08	$78.59
900	$39.48	$73.80	$152.43	$299.74	$447.06	$571.52	$79.54
1000	$41.47	$77.79	$160.98	$316.84	$472.71	$604.40	$81.44
1200	$45.46	$85.75	$178.07	$351.04	$524.00	$670.16	$85.23
1400	$49.44	$93.72	$195.17	$385.23	$575.29	$735.92	$89.02
1500	$51.43	$97.71	$203.72	$402.33	$600.94	$768.79	$90.92
1750	$56.41	$107.66	$225.09	$445.07	$665.05	$850.99	$95.66
2000	$61.39	$117.62	$246.46	$487.81	$729.17	$933.19	$100.40
2500	$71.35	$137.54	$289.20	$573.30	$857.40	$1,097.59	$109.89
3000	$81.31	$157.46	$331.95	$658.79	$985.63	$1,261.99	$119.37
3500	$91.27	$177.37	$374.69	$744.27	$1,113.86	$1,426.38	$128.86
4000	$117.62	$230.09	$487.81	$970.52	$1,453.23	$1,861.47	$200.81
5000	$137.54	$269.92	$573.30	$1,141.49	$1,709.69	$2,190.27	$219.78
6000	$157.46	$309.76	$658.79	$1,312.47	$1,966.14	$2,519.06	$238.75
7000	$177.37	$349.59	$744.27	$1,483.44	$2,222.60	$2,847.86	$257.72

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
June 24, 2014
July 8, 2014
Action:
Vote:

Monthly Rates, Hauled Sewer FY2017 July 1, 2016 through June 30, 2017

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$24.49	$43.61	$87.40	$169.48	$251.57	$320.82	$0.00
150	$25.52	$45.69	$91.84	$178.37	$264.91	$337.92	$0.00
200	$26.56	$47.76	$96.29	$187.27	$278.24	$355.02	$68.91
250	$27.60	$49.83	$100.73	$196.16	$291.58	$372.11	$69.90
300	$28.63	$51.90	$105.18	$205.05	$304.91	$389.21	$70.88
350	$29.67	$53.97	$109.63	$213.94	$318.25	$406.31	$71.87
400	$30.70	$56.04	$114.07	$222.83	$331.58	$423.41	$72.86
450	$31.74	$58.11	$118.52	$231.72	$344.92	$440.50	$73.84
500	$32.77	$60.19	$122.96	$240.61	$358.26	$457.60	$74.83
550	$33.81	$62.26	$127.41	$249.50	$371.59	$474.70	$75.82
600	$34.85	$64.33	$131.85	$258.39	$384.93	$491.80	$76.80
650	$35.88	$66.40	$136.30	$267.28	$398.26	$508.89	$77.79
700	$36.92	$68.47	$140.74	$276.17	$411.60	$525.99	$78.78
750	$37.95	$70.54	$145.19	$285.06	$424.94	$543.09	$79.76
800	$38.99	$72.61	$149.63	$293.95	$438.27	$560.18	$80.75
850	$40.02	$74.69	$154.08	$302.84	$451.61	$577.28	$81.73
900	$41.06	$76.76	$158.52	$311.73	$464.94	$594.38	$82.72
1000	$43.13	$80.90	$167.41	$329.51	$491.62	$628.57	$84.69
1200	$47.27	$89.19	$185.20	$365.08	$544.96	$696.96	$88.64
1400	$51.42	$97.47	$202.98	$400.64	$598.30	$765.35	$92.58
1500	$53.49	$101.61	$211.87	$418.42	$624.97	$799.55	$94.56
1750	$58.67	$111.97	$234.09	$462.87	$691.65	$885.03	$99.49
2000	$63.85	$122.33	$256.32	$507.33	$758.33	$970.52	$104.42
2500	$74.20	$143.04	$300.77	$596.23	$891.69	$1,141.49	$114.28
3000	$84.56	$163.76	$345.23	$685.14	$1,025.05	$1,312.47	$124.15
3500	$94.92	$184.47	$389.68	$774.05	$1,158.41	$1,483.44	$134.01
4000	$122.33	$239.29	$507.33	$1,009.34	$1,511.35	$1,935.93	$208.84
5000	$143.04	$280.72	$596.23	$1,187.15	$1,778.07	$2,277.88	$228.57
6000	$163.76	$322.15	$685.14	$1,364.96	$2,044.79	$2,619.82	$248.30
7000	$184.47	$363.58	$774.05	$1,542.78	$2,311.51	$2,961.77	$268.03

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
June 24, 2014
July 8, 2014
Action:
Vote:

Monthly Rates, Hauled Sewer FY2018 July 1, 2017 through June 30, 2018

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$25.47	$45.36	$90.89	$176.26	$261.63	$333.66	$0.00
150	$26.55	$47.51	$95.52	$185.51	$275.50	$351.44	$0.00
200	$27.62	$49.67	$100.14	$194.76	$289.37	$369.22	$71.67
250	$28.70	$51.82	$104.76	$204.00	$303.24	$387.00	$72.69
300	$29.78	$53.98	$109.39	$213.25	$317.11	$404.78	$73.72
350	$30.85	$56.13	$114.01	$222.49	$330.98	$422.56	$74.75
400	$31.93	$58.28	$118.63	$231.74	$344.85	$440.34	$75.77
450	$33.01	$60.44	$123.26	$240.99	$358.72	$458.12	$76.80
500	$34.09	$62.59	$127.88	$250.23	$372.59	$475.90	$77.82
550	$35.16	$64.75	$132.50	$259.48	$386.46	$493.69	$78.85
600	$36.24	$66.90	$137.13	$268.73	$400.33	$511.47	$79.87
650	$37.32	$69.06	$141.75	$277.97	$414.20	$529.25	$80.90
700	$38.39	$71.21	$146.37	$287.22	$428.06	$547.03	$81.93
750	$39.47	$73.36	$151.00	$296.46	$441.93	$564.81	$82.95
800	$40.55	$75.52	$155.62	$305.71	$455.80	$582.59	$83.98
850	$41.63	$77.67	$160.24	$314.96	$469.67	$600.37	$85.00
900	$42.70	$79.83	$164.86	$324.20	$483.54	$618.15	$86.03
1000	$44.86	$84.14	$174.11	$342.70	$511.28	$653.72	$88.08
1200	$49.17	$92.75	$192.60	$379.68	$566.76	$724.84	$92.18
1400	$53.47	$101.37	$211.10	$416.67	$622.24	$795.97	$96.29
1500	$55.63	$105.68	$220.34	$435.16	$649.97	$831.53	$98.34
1750	$61.01	$116.45	$243.46	$481.39	$719.32	$920.43	$103.47
2000	$66.40	$127.22	$266.57	$527.62	$788.67	$1,009.34	$108.60
2500	$77.17	$148.76	$312.80	$620.08	$927.36	$1,187.15	$118.86
3000	$87.94	$170.31	$359.04	$712.54	$1,066.05	$1,364.96	$129.11
3500	$98.71	$191.85	$405.27	$805.01	$1,204.75	$1,542.78	$139.37
4000	$127.22	$248.86	$527.62	$1,049.71	$1,571.81	$2,013.37	$217.20
5000	$148.76	$291.95	$620.08	$1,234.64	$1,849.20	$2,368.99	$237.71
6000	$170.31	$335.03	$712.54	$1,419.56	$2,126.58	$2,724.62	$258.23
7000	$191.85	$378.12	$805.01	$1,604.49	$2,403.97	$3,080.24	$278.75

Introduced by: City Council (AM 13-31)
Date: April 22, 2014
Public Hearing: May 13, 2014
May 27, 2014
June 10, 2014
June 24, 2014
July 8, 2014
Action:
Vote:

Monthly Rates, Hauled Sewer FY2019 July 1, 2018 through June 30, 2019

Capacity	1 time/month	2 times/month	1 time/week	2 times/week	3 times/week	4 times/week	Extra Haul
100	$26.49	$47.17	$94.53	$183.31	$272.10	$347.00	$0.00
150	$27.61	$49.41	$99.34	$192.93	$286.52	$365.49	$0.00
200	$28.73	$51.65	$104.15	$202.55	$300.95	$383.99	$74.53
250	$29.85	$53.89	$108.95	$212.16	$315.37	$402.48	$75.60
300	$30.97	$56.13	$113.76	$221.78	$329.79	$420.97	$76.67
350	$32.09	$58.38	$118.57	$231.39	$344.22	$439.46	$77.74
400	$33.21	$60.62	$123.38	$241.01	$358.64	$457.96	$78.80
450	$34.33	$62.86	$128.19	$250.63	$373.07	$476.45	$79.87
500	$35.45	$65.10	$132.99	$260.24	$387.49	$494.94	$80.94
550	$36.57	$67.34	$137.80	$269.86	$401.91	$513.43	$82.00
600	$37.69	$69.58	$142.61	$279.47	$416.34	$531.93	$83.07
650	$38.81	$71.82	$147.42	$289.09	$430.76	$550.42	$84.14
700	$39.93	$74.06	$152.23	$298.71	$445.19	$568.91	$85.20
750	$41.05	$76.30	$157.03	$308.32	$459.61	$587.40	$86.27
800	$42.17	$78.54	$161.84	$317.94	$474.04	$605.90	$87.34
850	$43.29	$80.78	$166.65	$327.56	$488.46	$624.39	$88.40
900	$44.41	$83.02	$171.46	$337.17	$502.88	$642.88	$89.47
1000	$46.65	$87.50	$181.08	$356.40	$531.73	$679.87	$91.60
1200	$51.13	$96.46	$200.31	$394.87	$589.43	$753.84	$95.87
1400	$55.61	$105.42	$219.54	$433.33	$647.12	$827.80	$100.14
1500	$57.85	$109.91	$229.16	$452.56	$675.97	$864.79	$102.27
1750	$63.45	$121.11	$253.20	$500.64	$748.09	$957.25	$107.61
2000	$69.06	$132.31	$277.24	$548.72	$820.21	$1,049.71	$112.94
2500	$80.26	$154.71	$325.32	$644.89	$964.45	$1,234.64	$123.61
3000	$91.46	$177.12	$373.40	$741.05	$1,108.70	$1,419.56	$134.28
3500	$102.66	$199.52	$421.48	$837.21	$1,252.94	$1,604.49	$144.95
4000	$132.31	$258.82	$548.72	$1,091.70	$1,634.68	$2,093.90	$225.88

5000	$154.71	$303.63	$644.89	$1,284.02	$1,923.16	$2,463.75	$247.22
6000	$177.12	$348.43	$741.05	$1,476.35	$2,211.65	$2,833.60	$268.56
7000	$199.52	$393.24	$837.21	$1,668.67	$2,500.13	$3,203.45	$289.90

~~A. Evacuation Service.~~

~~1. a. On schedule, per rates in the schedule in BMC 13.16.020(B).~~

~~b. In addition to usage charges under BMC 13.16.020(B) and (H), sewer customers shall pay five dollars ($5) monthly per sewer subscription for facility charges to recover the cost of sewer system capital improvements and depreciation.~~

~~c. For sewer tank evacuations less frequent than water deliveries, sewer rate is determined from the sum of regular water deliveries between sewer tank evacuations. For sewer customers without water service, the sewer rate will be based on the size of the sewer tank.~~

~~2. Residential/commercial extra call rates are from the schedule in BMC 13.16.020(C)(1) and (2).~~

B. No new services for evacuation more than two (2) times a week will be established.

C. Piped sewer service:

1. ~~Flat rate~~ Nonmetered per month per dwelling unit ~~(metered and nonmetered service)~~: ~~thirty three dollars and ninety two cents ($33.92) per month per dwelling unit;~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$52.68	$55.32	$57.53	$59.83	$62.22

2. ~~Commercial~~ Metered service per one thousand (1,000) gallons: ~~seventeen dollars and forty-nine cents ($17.49) per one thousand (1,000) gallons.~~

FY 2015 Through June 30, 2015	FY 2016 July 1, 2015 – June 30, 2016	FY 2017 July 1, 2016 – June 30, 2017	FY 2018 July 1, 2017 – June 30, 2018	FY 2019 July 1, 2018 – June 30, 2019
$9.55	$10.03	$10.43	$10.85	$11.28

a. Any nonresidential customer on piped services shall be charged the meter rate.

~~D. Sewage service dumped at the municipal sewage lagoon: four dollars and thirty-nine cents ($4.39) per one thousand (1,000) gallons.~~

13.16.035 Hauled water /sewer services extra call/haul request.

A. Any hauled water customer may request an extra call for water delivery on a form provided by the finance department indicating the number of gallons of water requested. Each extra call for water delivery will have a corresponding extra haul for sewer evacuation at the rate corresponding to the number gallons requested for the extra call for water, to be paid at the same time as the extra call for water.

B. Hauled services extra call after regular business hours shall be the corresponding rate listed in BMC 13.16.020 A or B or 13.16.030 A depending on the type of service and the zone, plus one hundred and fifty dollars ($150).

13.16.040 Renewal and replacement fund recovery rate:

A. Hauled water and sewer delivery services replacement fund recovery rates per 1,000 gallons are:

Hauled Water	Hauled Sewer
$2.10	$1.59

B. Nonmetered subscription replacement fund recovery rates are:

Flat Rate Water	Flat Rate Sewer

$16.35	$16.35

C. Metered water and sewer subscription replacement fund recovery rates per 1,000 gallons of water supplied are:

Metered Water	Metered Sewer
$3.27	$3.27

~~13.16.035~~ 13.16.045 Prepaid services.

A. Any person or entity may at any time, without regard to subscription to services, status of an account or indebtedness to the city, receive water or sewer service by prepaying.

B. The charge for prepaid services will be the applicable extra call fee. ~~plus a twenty dollar ($20) administrative fee.~~

~~C. Payment can be made in cash. Other forms of payment will be at the city's discretion.~~

~~D.~~ C. The city can refuse service under this section if the customer does not have a suitable tank or reasonable access.

~~13.16.040~~ 13.16.050 Holidays.

The monthly residential/commercial rates charges for the collection of garbage, rubbish and waste material, delivery of water and removal of sewage within the city shall not include providing such services on or during officially recognized city holidays as described in the city's personnel rules.

~~13.16.050~~ 13.16.060 Allowance for mechanical malfunctions.

The monthly residential/commercial rates charged for the collection of garbage, rubbish and waste material, delivery of water and removal of sewage within the city are also established on the basis of three (3) days per year for garbage service, three (3) days per year for water service and three (3) days per year for sewer service which may not

be implemented because of mechanical malfunctions experienced by city-owned vehicles engaged in providing the utility services described in this section.

~~13.16.060~~ 13.16.070 Adjustments for nonservice.

Customers who do not receive residential/commercial garbage, water or sewer services four (4) or more times a year in each of the utility service areas mentioned in this chapter, excluding officially recognized city holidays, physical or other impediments created by the customer to all residential/commercial garbage, water or sewer areas (e.g., locked doors, the presence of animals) and the three (3) days per year per utility service area which may not be implemented because of mechanical malfunctions experienced by city-owned vehicles engaged in providing the utility services described in this section, may request and shall be granted by the city an adjustment to their utility bills as supported by utility records maintained by the city's public works department and finance department. Such requests by a utility customer shall be made to the city's finance department within thirty (30) days after utility bills are mailed by the city. If a utility customer makes a request for an adjustment to the utility bill after the thirty (30) day time period, such request will be considered invalid by the city.

~~13.16.070~~ 13.16.080 Senior citizen credit.

A. Any Bethel citizen at least ~~sixty (60)~~ sixty-five (65) years of age residing in their own household shall receive ~~up to~~ a twenty-five dollars ($25.00) monthly utility credit, if they are the primary source of income, after making application for such at the city utilities office.

B. All other Bethel citizens at least sixty (60) years of age that do not meet the conditions of subsection A of this section shall receive up to a ten dollars ($10) monthly utility credit after making application for such to the city utilities office.

C. Each residential unit shall be limited to one (1) credit application.

~~**13.16.080 Nonliability for water damage.**~~

~~The city shall not be held liable for water damage to any property where the customer has failed to install an adequate operative overflow system, or has failed to keep the overflow line from freezing.~~

~~13.16.090~~ 13.16.080 Contractual agreements.

The city manager shall have the power and authority to enter into contractual arrangements with any person for the provision of any of the services described in this chapter at rates or terms different from those set out in this chapter, subject to the approval of the city council.

SECTION 3. Effective Date. Subsections 13.16.020 F. 2. a. and 13.16.030 C. 2. a. shall become effective on 1/1/2015.

SECTION 4. Effective Date. Except as provided in Section 3 of this ordinance, this ordinance shall become effective no sooner than 60 days and no later than 90 days, after passage of said ordinance.

ENACTED THIS DAY OF 2014, BY A VOTE OF IN FAVOR AND OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

New Business

Introduced by: Interim City Manager Moyer
Introduction Date: July 8, 2014
Public Hearing:

Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #14-14 (a)

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

Be it Enacted by the Bethel City Council that the FY 2015 Annual Budget be amended as follows:

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

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

Vehicle & Equipment Maintenance

Budget Modification
Vehicle Maintenance

	Increases	
57-50-501	Salaries	4,509
57-50-508	Leave Cashout	225
57-50-511	Medicare	65
57-50-515	Unemployment	36
57-50-518	PERS	992
	Total Increases	**5,828**
	Decreases	
57-50-561	Supplies	(2,500)
57-50-545	Training/Travel	(3,328)
	Total Decreases	**(5,828)**
TOTAL	**Net Change to V&E Fund Appropriations**	**(0)**

Budget Modification

	Increases	
	Total Increases	**0**
	Decreases	
	Total Decreases	
TOTAL	**Net Change to General Fund Appropriations**	**0**

TOTAL CHANGE TO OVERALL CITY BUDGET

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

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

PASSED AND APPROVED THIS __ DAY OF May BY A VOTE OF __ IN FAVOR AND __ OPPOSED.

ATTEST:

Joseph A. Klejka, Mayor

Lori Strickler, City Clerk

CITY OF BETHEL
Finance Director's Office
P.O. Box 1388
Bethel, Alaska 99559
Ph. (907) 543-1376
Fax (907) 543-5294

Memorandum

To: Bethel City Council

Cc: Grey Moyer, Interim City Manager

From: Hansel L Mathlaw, Finance Director

Date: July 1, 2014

Re: Justifications for Budget Modification Request

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

At the close of FY 14, the council eliminated a position necessitating the need to lay off a current employee. The employee applied for and was accepted into an open position at a lower rate of pay.

Because of the lower pay, the Union has requested management request council to consider modifying the pay for this one position. Options requested to be considered:

(1) Modify the pay for the new position to allow the employee to be paid at a higher rate than the position calls for;
(2) Placing the employee on a "Y" step. Essentially this freezes the employee pay where it was prior to lay off until the current new and lower pay position catches up through natural raises. (i.e., earned raises do not get applied because they go towards making up the difference in pay scale).
(3) While not requested, the council can also choose to keep the position where it is on the pay scale and pay it according to scale, not person or situation filling it.

If an increase is granted, the cost to the City is as follows: the salary amount is $4,509 for a total $5,828 with benefits. The line item amounts will be reduced within the fund: Supplies,($2,500);Training/Travel,($3,328).

City of Bethel Action Memorandum

Action memorandum No.	14-45		
Date action introduced:	July 8, 2014	Introduced by:	Interim City Manager Moyer
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Accept and approve the FY 2015 Alaska Community Transit Reimbursable Grant Project Agreement Number 2512-15-0100 and direct the City Manager and City Attorney to sign it and related documents.

Route to Department/Individual	Initials	Remarks
Interim City Manager Moyer		The City of Bethel applied for and was awarded FTA Section 5311 grant funds to operate the transit system. This is the same grant the City has gotten every year to operate the transit system. Grant funds include the purchase of a new transit vehicle. The Orutsararmiut Native Council agreed to provide $62,186 in match for the City's grant.

Attachment(s):

1. Alaska Community Transit Reimbursable Grant Project Agreement No. 2512-15-0100.
2. FTA Fiscal Year 2014 Certifications and Assurances document and signatures page.

Amount of fiscal impact	Description	Account information
$251,233	Grant funding supports the administration, operation, and purchase of new transit vehicle. Grant requires no cash match from the City.	A new Casselle account number to be assigned to grant funds.

Summary statement

The City of Bethel applied for FTA Section 5311 grant funds to support the operation of the Bethel Public Transit System with a commitment from ONC to provide $62,186 in cash match. The Alaska Community Transit Reimbursable Grant is the result of the City's application being awarded. The approved grant and match will cover the costs associated with administration of a reduced transit schedule and purchase of a new transit vehicle. The grant period is from July 1, 2014 to June 30, 2015.

AlaskaTransit
dot.alaska.gov/transit

Alaska Community Transit Office
STATE OF ALASKA

Department of Transportation & Public Facilities

www.dot.alaska.gov/transit

P.O. Box 11250(
3132 Channel Drive, Room 12(
JUNEAU, ALASKA 99811-250(
Phone: (907) 465-288:
TTY/TDD: (907) 465-365:
FAX: (907) 465- 641:

Designation of Signature Authority

All subrecipients are required to fill out and submit this form.

Completion of this form designates signature authority for Subrecipient: _____

The Subrecipient may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with the Department of Transportation & Public Facilities (DOT&PF)/Alaska Community Transit (ACT).

☐ Additional Signatures provided (e.g., from the Subrecipient's governing body)

☐ Signature used below is the signature authority for the Subrecipient

The Subrecipient understands that there is an ongoing duty to notify DOT&PF/ACT in writing of any change to signature authority during the term of the contract with DOT&PF/ACT. The Subrecipient verifies that the signature(s) below is a complete, true and correct representation of signature authority.

Printed Name	Signature of Authorized Representative
Title of Authorized Representative	Date
Legal Name of Subrecipient	

The Designated Signature Authority as referenced above has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DOT&PF/ACT in writing of any changes to the above list.

Printed or Typed Name & Title of Subrecipient Signatory	Signature

Alaska Community Transit
Reimbursable Grant
Project Agreement

State of Alaska, DOT & PF
PO Box 112500
Juneau AK 99811-2500
Phone: 907-465-4070
Fax: 907-465-6984
dot.alaska.gov/transit

Agreement Number: 2512-15-0100	Start to End Dates: 07/01/2014 - 06/30/2014
	Agreement Amount: $313,419
Applicant Organization: City of Bethel	Phone: (907) 543-3039 Fax: (907) 543-2046
Project Director: John Sargent	E-mail Address: jsargent@cityofbethel.net
Physical Address: PO Box 1388, Bethel, AK 99559	Project Location (city/town): Bethel
	DUNS Number: 082508458
Non-Profit? X Yes No	Employer Identification Number: 92-6001644

BUDGET

Project	UPIN	Allocation Group	Type	Grant #	CFDA #	ACT Funds	AMHT Match	Local Match	Totals
Project Administration	BCG0001951	AK-18-X081	5311	AK-18-X081	20.509	$137,453	$0	$0	$137,453
			Local		N/A	$0	$0	$13,644	$13,644
						$137,453	$0	$13,644	$151,097
Operating Assistance	BCG0001952	AK-18-X081	Local		N/A	$0	$0	$42,853	$42,853
			5311	AK-18-X081	20.509	$0	$56,469	$0	$56,469
						$0	$56,469	$42,853	$99,322
Purchase Replacement < 30 Ft Bus	BCG0001962	AK-18-X081	5311	AK-18-X081	20.509	$57,311	$0	$0	$57,311
			Local		N/A	$0	$0	$5,689	$5,689
						$57,311	$0	$5,689	$63,000
Totals						$194,764	$56,469	$62,186	$313,419

Acceptance of conditions: It is understood and agreed by the undersigned that any funds received as a result of the approval of this agreement are subject to all State and Federal Governmental Regulations. This project does or will constitute an official part of the Transit program of the State of Alaska, and will meet all requirements and administrative regulations of the State of Alaska, Federal Transit Administration and Alaska Mental Health Trust Authority. The undersigned also agree to perform those activities detailed in the application and will maintain records documenting expenditure of funds for the activities. Subject to the availability of Federal funding, reimbursement will be made monthly or upon submission of a final evaluation report and reimbursement request following completion of grant activities.

Responsible Individuals within Subrecipient Organization:

Financial Manager:		Phone:
Title:	E-mail:	
Signature:	Date:	Fax:
Authorizing Official (authority to spend organization funds):		Phone:
Title:	E-mail:	
Signature:	Date:	Fax:

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FTA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Signature of Authorizing Official:	Date:

the first payment invoice for the particular vehicle.

I. **Titles to Vehicles/Equipment & Liens:**

- Title to Project equipment other than vehicles shall rest with the Subrecipient.

- The Subrecipient hereby agrees that the State of Alaska is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Alaska Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Alaska Department of Transportation and Public Facilities as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Project Contact for this project. The State will not issue the final payment for any vehicle purchased under this grant until the project Contact receives the original title that shows the State of Alaska Department of Transportation and Public Facilities as lien holder.

- The State will hold a lien on the title of any vehicle purchased under this project and return a clear title to the Subrecipient after the vehicle reaches its useful life as set forth in the Alaska State Management Plan.

http://dot.alaska.gov/stwdplng/transit/pub/2010SMPFTAApproved.pdf

- The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Alaska Division of Motor Vehicles and to requesting the Alaska Division of Motor Vehicles remove the State's lien from the vehicle title.

Signature of Authorizing Official:	Date:

AGREEMENT CONDITIONS

THE FOLLOWING CONDITIONS ARE A PART OF THE PROJECT AGREEMENT AND, AS SUCH, ARE BINDING ON ALL PARTIES TO THE PROJECT AGREEMENT:

GRANT AGREEMENT BETWEEN THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
AND
CITY OF BETHEL

This Agreement is between the **State of Alaska, Department of Transportation and Public Facilities** (hereinafter called the STATE) and **City of Bethel** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement pursuant to Alaska Statute (AS) 19.05.040 and any regulations promulgated thereunder. This agreement is effective when signed by both parties.

WHERE AS Public Law 103-429, Section 5311, Chapter 53 of Title 49, United States Code (Federal Transit Act), provides grants for public transportation services; and

WHEREAS the Governor of the State of Alaska has designated the Department of Transportation and Public Facilities to evaluate and select projects proposed by the public transit providers and to administer the grants; and

WHEREAS the authority to receive and expend funds has been approved by the State Legislature,

The parties mutually agree as follows:

1. **SCOPE OF WORK:**

   Transfer funding from the Federal Transit Administration's to Subrecipient for the activities listed in attached budget and in the approved Subrecipient grant application.

   Assumption of Responsibility: The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

2. **Compliance with Laws and Regulations, Federal Changes:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Alaska, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to comply shall constitute a material breach of this contract.

   http://www.fta.dot.gov/documents/20-Master.pdf

3. **SUBRECIPIENT CAPACITY:**

   A. **Subrecipient Legal, Financial, and Managerial Capacity:** The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal Transit Administration funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Request for Proposals under which it is funded, as further described in the Subrecipient's grant application and the grant agreement.

   B. **Subrecipient Legal Authority to Accept This Sub-Grant:** The Subrecipient certifies that it has the legal authority to accept grant funds for this project, either as an IRS 501(c)(3) private nonprofit corporation in good standing with the State of Alaska Department of Community and Economic Development, as a local or tribal government entity, or a private for-profit operator of transit services.

   C. **Subrecipient Debarment/Suspension Certification**: If this grant award exceeds $25,000, the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:

- are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non--procurement Programs," available on the GSA web site:

http://www.sam.gov

- have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and

- have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

D. **Administrative and Accounting Systems:** The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal "Common Rule," either

- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. This includes Tribal governments.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

- 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

4. **Federal Requirements:**

A. **Buy America**: For purchases over $100,000, the Subrecipient agrees to comply with 49 U.S.C. 5323(j) and 49C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regard to the purchase of vehicles, all materials and supplies purchased with these funds will be manufactured in the United States and have a 60% domestic content. The Subrecipient will provide the appropriate certification to verify this.

http://www.dot.gov/highlights/buyamerica

B. **Intelligent Transportation System (ITS) Architecture**: If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and sub recipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI- Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.

http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

C. **Charter Service Operations** - The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.

http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol2/content-detail.html

D. **School and Head Start Transportation:**

- The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.

http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol2/content-detail.html

- If the Subrecipient is a public transportation system, it may provide "School Tripper Service' that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.

- The Subrecipient assures that any transportation of Head Start children will be provided only as legally allowable under current federal Head Start Bureau rules.

- If the Subrecipient is a Head Start agency or a Head Start transportation contractor, it will only transport Head Start children in the project vehicle if the Bureau's phased in safety standards are met and the vehicle is legally classified as a "school bus" or "allowable alternate vehicle" at the time this requirement takes effect.

- The Subrecipient may provide transportation to Head Start children otherwise, such as when the Head Start Program helps its participants secure their own transportation (including through purchase of bus passes, vouchers, etc.) This is not regulated by Bureau rules.

E. **Clean Water** - (1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

F. **Clean Air** - (1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Subrecipient also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

G. **Energy Conservation** - The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

H. **Lobbying Prohibition:** None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Alaska State Legislature or the U.S. Congress.

If this grant is $100,000 or more:

- the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.

- the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

I. **Nondiscrimination Requirements:** The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21 http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr21_06.html), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1 http://www.fta.dot.gov/documents/Title_VI_Circular_4702.1A.pdf), and other applicable nondiscrimination directives.

Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)

The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:

- Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;

- The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;

- Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;

- Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;

- Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;

- Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

J. **Nondiscrimination on the Basis of Disability:** The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, and 38, which

implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is a public entity awarded funds to purchase a non-ADA vehicle for use in demand responsive service for the general public, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37. 77.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc. [Public entities must comply with 49 CFR Part 37, Subpart C. Private entities must comply with 28 CFR Part 36.]

http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

K. **Equal Employment Opportunities (EEO):** The Subrecipient assures Equal Employment Opportunity; it will:

- treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;
- take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);
- post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;
- assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received $1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets Federal requirements.

L. **Discrimination Complaints:** The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.

M. **Disadvantaged Business Enterprises (DBE):** The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

- If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.
- If the Subrecipient does not receive grant funds directly from FTA, they are required to participate in the Alaska Unified Certification Program (AUCP). If the Subrecipient receives grant funds directly from the FTA, they must submit a current copy of the DBE program to the State. The Subrecipient assures it will submit its DBE program, proposed DBE contract language and DBE contract goals to the State Transit Office. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.

http://www.dot.state.ak.us/cvlrts/forms/aucp-agreement.pdf

- A DBE goal of 8.23% DBE Participation has been set on each contract issued by the Department of Transportation & Public Facilities (ADOT&PF) or its Subrecipients of FTA grant funds. Contractors are expected to meet this goal or show a Good Faith Effort (GFE) to meet this goal. In its acceptance of a contract with ADOT&PF or its Subrecipients, the contractor will clearly and definitively indicate it has either met this DBE goal or performed a GFE to meet the DBE goal. All GFEs must be reviewed and approved by ADOT&PF before a contractor is eligible for contract award.

- The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

Technical assistance pertaining to DBE is available at the following link or at (907) 269-0846.

http://www.dot.state.ak.us/cvlrts/index.shtml

N. **Audits:** The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per Federal OMB Circular A-133 - 'Audits of States, Local Governments, and Non-Profit Organizations' and the US DOT provisions of the OMB A-133 Compliance Supplement dated 2011) and by the regulations implementing the State of Alaska Single Audit Act. The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with OMB Circular A-133, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.

http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2013

O. **Commercial Driver's License Requirement:** The Subrecipient assures that it will require anyone (including mechanics) who operates a vehicle capable of transporting 16 or more persons (including the driver) to have a valid Commercial Driver's License (CDL) and understands that CDL holders are subject to USDOT FHWA alcohol and drug testing requirements (different from FTA drug testing requirements).

http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules

P. **Drug and Alcohol Testing:** If this grant is funded by either Section 5311 or Section 5309 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Alaska or the Subrecipient, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Subrecipient agrees further to certify annually its compliance with Parts 655 to submit the Management Information System (MIS) reports to the State annually, as requested by the State.

https://damis.dot.gov/Login/Login.asp

Q. **Employee Protections, Public Transportation Employee Protective Arrangements**: The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

- **Standard Public Transportation Employee Protective Arrangements -** If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project. The requirements of this Subsection do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for nonurbanized areas authorized by

49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note.

- **Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

R. **Employee Protections, Contract Work Hours and Safety Standards Act:** The Subrecipient agrees to comply, and assures the compliance of each third party contractor and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title29-vol1/content-detail.html

S. **U.S. Flag Vessel Shipping** The Subrecipient will insert the substance of the following clauses in all contracts under which equipment, materials, and/or commodities may be transported by ocean vessel in carrying out this Agreement (46 CFR Chapter II Part 381):

http://www.gpo.gov/fdsys/pkg/CFR-2000-title46-vol1/content-detail.html

The contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, and/or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels
2. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on- board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Recipient (through the prime contractor in the case of sub-contractor bills-of-lading) and to the Division of National Cargo Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 25090, marked with the appropriate identification of the Project.
3. To insert the substance of the provisions of these clauses in all sub-contracts issued pursuant to this contract.

T. **Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.

http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html

U. **Conflicts of Interest Prohibited:** The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

5. **State Requirements:**

A. **Indemnification and Insurance:** In this section, "Subrecipient" includes the Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Alaska, its officers, agents, and employees from and

against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Alaska for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the -Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance in the State Alaska, under Title 21of the Alaska Statutes.

http://www.legis.state.ak.us/cgi-bin/folioisa.dll/stattx06/query=*/doc/%7Bt9186%7D?

i. **Workers' Compensation Insurance:** for all employees engaged in work, under the grant, with coverage as required by AS 23.30.045. The policy must waive subrogation against the State.

http://www.legis.state.ak.us/cgi-bin/folioisa.dll/stattx06/query=23!2E30!2E045/doc/%7B@10941%7D?

ii. **Automobile Liability**: a minimum coverage of $500,000 combined single limit per occurrence.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Alaska as lien holder, and any replacement vehicle must meet the State-approved vehicle specifications.

D. **Performance Requirement:** The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.

6. **Termination Provisions:**

A. **Failure to Perform:** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.

B. **Convenience Termination:** If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the

Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

7. Noncompliance; DISPUTES; Remedies

A. Recovery of Funds: In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:

- Making an administrative offset against payments that would be due under other grant awards or appropriations,
- Withholding advance payments that would otherwise be due,
- Instituting civil action, or
- Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

B. Enforcement: The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.

Subrecipient may contest enforcement action implemented by the State through the protest procedure identified below.

C. Protest: A Subrecipient contesting an enforcement action may file a protest with the Project Manager within 15 days of receipt of written notice of the action. The protest must include the name, address, and telephone number of the protester, the signature of the protester or the protester's representative, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and the form of relief requested.

Within 15 days of receipt of the protest, the Project Manager will issue a decision. The Project Manager may extend this deadline for up to 30 days, in which case he/she will notify the protester in writing of date of the extended deadline.

If the Project Manager sustains a Subrecipient's objection to an enforcement action, he/she may rescind or modify the enforcement measure, or implement another appropriate remedy. *In no case, however, is a Subrecipient entitled to recover more than its reasonable protest preparation costs, which do not include attorney cost or fees.*

In determining an appropriate remedy, the Project Manager will consider the circumstances surrounding the enforcement measures including the seriousness of the deficiencies, the degree of prejudice to the integrity of the grant program, the good faith of the parties, the extent to which the terms of the grant agreement have been accomplished, costs to or impacts on the program or department regarding a proposed remedy.

D. Appeal: A project applicant or Subecipient can appeal the following decisions:

- Denial of a project application
- Withholding payment of a reimbursement request
- Requiring a refund of grant money
- Suspension or cancellation of a grant or part of a grant

There are three appeal levels. Each request for appeal must be in writing and contain the following:

- Reasons for the appeal
- Terms of the application or grant upon which the appeal is made
- Supporting documentation

Appeal Level I: The appellant shall submit a written request for appeal to the Alaska Transit Coordinator within 15 working days after

receipt of the decision. The Alaska Transit Coordinator will respond to the appeal within 15 working days.

Appeal Level II: If the appellant is not satisfied with the decision of the Alaska Transit Coordinator, the appellant shall submit a written request for appeal to the Program Development Division Director within 15 working days of receiving the Appeal Level I decision. The Program Development Division Director will respond to the appeal within 15 working days.

Appeal Level III: If the appellant is not satisfied with the decision of the Program Development Division Director, the appellant shall submit a written request for appeal to the Commissioner of the Alaska Department of Transportation & Public Facilities within 15 working days of receiving the Appeal Level II decision. The Commissioner will respond to the appeal within 15 working days. The Commissioner will either reject the appeal as having no merit, or accept the appeal. If the appeal is accepted as having merit, the Commissioner will either (1) remedy the problem by whatever means within the Commissioner's authority, or (2) request the appointment of a hearing officer to hear the appeal as provided by the State's Administrative Procedures Act.

E. **Other Disputes**: The procedures identified in AS 36.30.670-.685 and any applicable regulations will govern all other disputes between the State and Subrecipient arising in connection with this Agreement.

F. **Rights and Remedies:** The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html

8. **Grant Requirements:**

A. **Signage** - The Subrecipient agrees to use Alaska Community Transit signs on appropriate capital purchase items to identify the project(s) as being partially or fully funded with funding that has been provided by the State. Signage will be provided by the State.

B. **Billing Procedure and Reimbursements:** The Subrecipient agrees to formally request reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.

- Requests for reimbursement must be submitted based on the following timeline (for grants greater than $900,000, grantees may be eligible for annual billing upon approval by their project manager):

Monthly Billing Schedule

Period Beginning	Period Ending	Billing Due By
July 1st	July 31st	August 31st
August 1st	August 31st	September 30th
September 1st	September 30th	October 31st
October 1st	October 31st	November 30th
November 1st	November 30th	December 31st
December 1st	December 31st	January 31st
January 1st	January 31st	February 28th
February 1st	February 28th	March 31st
March 1st	March 31st	April 30th
April 1st	April 30th	May 31st
May 1st	May 31st	June 30th
June 1st	June 30th	July 31st

- Invoices for vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie

to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments

- The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:
  - when a particular project is split-funded (includes grant funds from more than one source), or;
  - when irregular documentation or special timing is needed by the State for some other reason. Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.
  - Payments may be withheld if the quarterly report(s) have not been received as required.
  - Final billing must be submitted within 30 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation. If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

C. **Local Match Available:** If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent, except as modified in Section B of this agreement.

D. **Operating and Maintenance Funds Available:** The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.

E. **Vehicle and Equipment Maintenance Requirements:** The Subrecipient assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item per the Alaska State Management Plan (link below), to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.

http://dot.alaska.gov/stwdplng/transit/pub/2010SMPFTAApproved.pdf

F. **Vehicle and Equipment Use and Disposition:** Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.

- The Subrecipient assures that it will not lease or contract the operation of project vehicles without prior written approval from the State.
- The Subrecipient shall *annually certify to the State* whether each vehicle and/or equipment item is still in use for its intended purpose under this agreement, via letter (or State form if one is available). This certification will include electronic, date stamped photos of both the interior and exterior of the vehicle(s).
- If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions, to comply with the property disposition requirements set forth in "The Common Rule", but as modified by FTA regulations.

G. **Reports:** The Subrecipient may be required by the State to submit quarterly reports and/or a final report, in a format specified or provided by the State, per instructions provided by the State. The Director or his/her designee will certify the accuracy of each report.

A grantee must submit quarterly reports under the following schedule:

Quarterly Schedule

Period Beginning	Period Ending	Report Due By
January 1st	March 31st	April 30th
April 1st	June 30th	July 31st
July 1st	September 30th	October 31st
October 1st	December 31st	January 31st

H. **Capital Inventory and Agency Profile:** The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.

http://www.dot.state.ak.us/stwdplng/transit/Alaska_Transit/index.cfm

I. **Changes and Amendments:** The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.

J. **Unspent Grant Funds:** Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient will return to the State of Alaska any unspent grant funds.

K. **Program Fraud and False or Fraudulent Statements and Related Acts:** The Subrecipient certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. **Assignment of Work to Third Parties:**

A. **State Consent Required:** No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.

B. **Alaska Business License Requirement:** The Subrecipient shall require any contractor or subcontractor under this agreement to comply with Alaska business license requirements as they apply per AS 43.70. This includes independent cab drivers leasing vehicles, company name or services from a cab company.

http://www.legis.state.ak.us/cgi-bin/folioisa.dll/stattx06/query=business+!22and!22+license/doc/%7B@17337%7D

C. **No Federal or State of Alaska Government Obligation to Third Parties:** The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.

D. **Subcontracting Rules:** In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions of Title 36 of the Alaska Statutes and related sections of the Alaska Administrative Code and any other applicable statutes or regulations governing their legal responsibilities in public contracts.

http://www.legis.state.ak.us/cgi-bin/folioisa.dll/stattx06/query=*/doc/%7Bt14429%7D

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations relating to civil rights and appropriate Federal clauses as listed in the Master Agreement posted at the link below:

http://www.fta.dot.gov/documents/20-Master.pdf

A chart of required Federal clauses is available at the Alaska Department of Transportation and Public Facilities website.

http://dot.alaska.gov/stwdplng/transit/rcs_procurement.shtml

10. Procurement Requirements:

All requests for proposals, invitations to bid, third party agreements and contracts must be approved by the STATE Project Manager prior to being released to the public or signed. All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

A. Procurement System:

- **If the Subrecipient is a local or tribal government,** it assures it has or will establish a procurement system that implements State procurement law when awarding and administering transit-related purchase orders and contracts involving FTA funds, as well as any other implementing requirements FTA or the State may issue, including:
  - a five-year limitation on rolling stock
  - requirement for full and open competition
  - a prohibition against geographic preferences
  - the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services http://www.acec.org/advocacy/committees/brooks.cfm
  - inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1
  - inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1
  - written protest procedures
  - ethical standards of conduct
  - use of appropriate procurement method

http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

(See AS 36, the implementing regulations in the Alaska Administrative Code, any other State laws or regulations governing Subrecipient legal responsibility in public contracts.)

- **If the Subrecipient is a private nonprofit organization**, it assures it has or will establish and implement a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 -Third Party Contracting Requirements as well as any other implementing requirements of Federal, State, or local government, including:
  - a five-year limitation on rolling stock
  - a requirement for full and open competition
  - a prohibition against geographic preferences
  - the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services http://www.acec.org/advocacy/committees/brooks.cfm
  - inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1 http://www.fta.dot.gov/documents/FTA_Circular_4220.1.pdf
  - written protest procedures
  - ethical standards of conduct
  - use of appropriate procurement method

B. Large Contracts: If any contract or subcontract for this project is expected to be above the Federal small purchase threshold ($50,000 or more), the Subrecipient assures it will:

- include in its request for proposals Government-wide Debarment and Suspension "Instructions for Certification" and certification language *exactly* as required in Appendix A to FTA's "Best Practices Procurement Manual," to extend the debarment/suspension requirements to contractors and subcontractors

  The burden of disclosure is on those debarred or suspended. If at any time the Subrecipient or other covered entity learns that a certification it made or received was erroneous when submitted or if circumstances have changed, the Subrecipient assures it will disclose this to the State.

http://www.fta.dot.gov/grants/13054_6037.html

- include in its request for proposals Lobbying language and certification language *exactly* as required in Appendix A to FTA's "Best Practices Procurement Manual" to extend the Federal lobbying prohibition to contractors and subcontractors

- If rolling stock (vehicles) not subject to a general waiver will be purchased under this grant and exceeds the Federal small purchase threshold of $100,000, the Subrecipient assures that it will be assembled in the United States and have a 60% domestic content, per 49 CFR Part 661, and will provide the appropriate documentation as a component of their Pre-Award Review

http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html

C. **Required Provision in Procurement Notices:** The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Alaska and the U.S. Department of Transportation."

D. **Bus and Van Testing:** The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If a vehicle will be purchased through this project under the State's vehicle procurement contract, that contract will require bus and/or van testing in keeping with FTA requirements. If the Subrecipient is exempt from purchasing a bus or van under the State's contract, the Subrecipient assures that, prior to committing to that purchase, it will obtain from the manufacturer, a copy of the bus test report for that vehicle. If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection. The Subrecipient assures it will consider the bus testing results in its determination of whether to buy any particular vehicle.

http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html

E. **Non-accessible Vehicle Purchase for Demand Response Services to the General Public:** If the Subrecipient provides demand response transportation to the general public, its service to persons with disabilities (including wheelchair users) must meet the standards of equivalent service in 49 CFR 37.77(c) before it can legally purchase non-ADA-accessible vehicles for use in its demand response service.

F. **State Approval of Bids/Price Quotes, and Vendor Selection:**

- For Vehicle Purchases - If available, the Subrecipient is required to purchase the vehicle(s) under the State's vehicle procurement contract appropriate for the class of vehicle, except as exempted by approval from the State. When alternate specifications are used, the subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The subrecipient will submit to the state for approval its invitation to bid prior to dispersing to the public and submit the price quotes or bids received, with its preferred vendor selection noted, for State approval prior to purchase. For more information see FTA Best Practices Procurement Manual, http://www.fta.dot.gov/grants/13054_6037.html.

- For Equipment Purchases - The subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual, http://www.fta.dot.gov/grants/13054_6037.html.

G. **Pre-Award and Post-Delivery Review of New Vehicles:** The Subrecipient assures it will conduct or cause to be conducted pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The vehicle reviews are to ensure vendor compliance with Federal Motor Vehicle Safety Standards (FMVSS) and other purchaser specifications, and to ensure the vehicle is undamaged and in good working order before it is accepted. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval prior to ordering.

- For a vehicle purchase, both pre-award and post delivery reviews are required.

H. **HVehicle Identification Numbers to State:** The Subrecipient will provide each vehicle's identification number (VIN) to the State with

City of Bethel Action Memorandum

Action memorandum No.	14-46		
Date action introduced:	July 8, 2014	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Approve the City Manager Recruitment Process and establish a committee to review the City Manager applicant pool and narrow down the selection to six to eight individuals.

Route to Department/Individual	Initials	Remarks
Interim City Manager Moyer		

Attachment(s): None

Amount of fiscal impact	Description	Account information
No		

The vacant city manager position advertisements ended the week of June 23. With 16 applications so far received, the City Council should begin establishing an action plan to review the applications, set up dates for interviews, identify personnel to perform initial back ground checks etc.

With the Interim City Manager's contract expiring September 22nd, an offer of employment is suggested be provided to a candidate by September 1st, to allow the selected individual enough time to travel to Bethel and get established prior to the expiration of the Interim's contract.

The Council, through this AM, can direct that a review committee be established to review the resumes and establish 6-8 top candidates for the Council's consideration.

Action Items:

July 22, Regular Meeting	Review/Approve draft contract for the City Manager presented by the City Attorney. Confirm the recommended six to eight candidates provided to the Council by the review committee.
July 28 and 29, Special Meeting	Round one of interviews with three to four applicants each night. *(The council may choose to make one long night of it if you choose to keep the special meetings to a minimum).* Narrow down the applicant pool to the Council's top three and direct the City Clerk to send invitations to the candidates for an in person second interview. Direct the City Clerk to perform full background checks on the top three candidates.

City of Bethel Action Memorandum

Action memorandum No.	14-46		
Date action introduced:	July 8, 2014	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

Aug. 18, 19 and 20, Special Meeting	Second round of interviews, in person. *(The Council may choose to have the second interview during the lunch hour allowing the candidate some time to talk to department heads and the interim City Manager during the day).*
Aug. 21, Special Meeting	Determination of top candidate and directing the City Clerk/City Attorney to provide an offer of employment on the Council's behalf. *(The Council may choose to have this during the lunch hour).*
Aug. 26, Regular Meeting	Contract negotiation with candidate. Hopefully finalizing the contract and setting a start date for the employee. This is four weeks from the date Mr. Moyers contract expires. Allowing the individual enough time to get things in order and perhaps in Bethel for a week or two prior to Mr. Moyers' departure. It also allows some flexibility in the case interruptions in the recruitment process occur.
September 8	Ideal start day for new full time city manager. This start date would allow the City Manager to sit through a council meeting as well as an overlap time of two weeks with Mr. Moyer.

Special Council Meeting ✧
Regular Council Meeting ✧

2014

January

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City of Bethel Action Memorandum

Action memorandum No.	#14-47		
Date action introduced:	**July 8, 2014**	Introduced by:	**Greg Moyer**
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Accept and approve the Subscriber Certification provided to the City of Bethel by , the company selected by the City to provide pre-employment background screening services, and direct the City Manager to sign the Certification.

Route to Department/Individual	Initials	Remarks
Administration/Greg Moyer	GM	The City of Bethel went out to bid for pre-employment background screening services, as required by Bethel Municipal Code 4.20.170 in May-June 2014. Three companies responded to the City's RFP. A review committee scored the proposals received and selected the one submitted by as the best (highest score). The City Attorney reviewed the Subscriber Certification and found it acceptable.

Attachment(s):

1. Subscriber Certification for the City's purchase of pre-employment background screening services.

Amount of fiscal impact	Description	Account information
$8,000 annually	Purchase of pre-employment screening services through one provider City-wide. Fiscal impact is approximate amount City spent on services in FY 2014.	HR and departments will purchase screening services from as needed, using their own budgets.

Summary statement

The City of Bethel complied with Bethel Municipal Code 4.20.170 when it used the bidding process to select a company to provide pre-employment background screening services. The City selected AccuSource as the best company to provide screening services. The Subscriber Certification is the standard document used by to enroll their clients.

Your Accurate Source for Background Screening

Subscriber Certification

is a federally regulated Consumer Reporting Agency and provides, among other things, consumer reports and investigative consumer reports ("Screening Reports") as defined by the Fair Credit Reporting Act 15 U.S.C. §1681 et. seq. ("FCRA") and applicable state laws. Such laws require that we obtain the following certifications regarding any use of the Screening Reports we will provide to you.

1. **COMPLIANCE WITH APPLICABLE LAWS**: Subscriber shall comply in good faith with all applicable laws in the request, transmission, dissemination and use of Screening Reports, including, but not limited to, the FCRA, Driver's Privacy Protection Act, 18 U.S. C. §2721 et seq. ("DPPA"), covering motor vehicle reports; applicable state and consumer reporting laws and federal, state and local employment discrimination laws, and all other applicable laws and regulations relating to the use of Screening Reports.

2. **SUBSCRIBER'S CERTIFICATIONS TO** Subscriber hereby provides the following certifications that it will faithfully carry out when ordering, using, and disposing of Screening Reports:

A. **Use:** Subscriber represents that it is an existing business with the legitimate need for Screening Reports offered by Subscriber represents that such reports will be obtained for its' own use and it is the end user of the reports. It will not further distribute, sell, give, or trade any information in such reports with any third-party. Subscriber will request Screening Reports for the permissible purpose of employment which includes hiring, promotion, reassignment, retention as an employee or volunteer.

B. **Employment Laws:** Subscriber agrees not to use any information provided in any Screening Report to violate any federal, state, or local equal employment opportunity law or regulation.

C. **Disclosure:** Subscriber will, using forms furnished or approved by disclose to the individual who is subject of the report, that a Screening Report may be obtained. Subscriber will use additional approved state required disclosures where applicable.

D. **Consent/Authorization for Report:** Subscriber will obtain the written consent of the individual who is the subject of the report prior to ordering any Screening Report using forms furnished or approved by

E. **Format:** Subscriber understands that it may not include a disclosure and/or consent within another employment/volunteer form such as an employment/volunteer application. The disclosure and consent must be stand alone documents or included in one document containing only the disclosure and consent.

F. **Pre-Adverse Action:** If Subscriber takes any adverse action with respect to applicant/employee that is based in whole or in part on any information contained in the Screening Report, the Subscriber shall:

- Provide oral, written or electronic notice of the adverse action to the applicant/employee/volunteer.
- Provide the applicant/employee orally, in writing, or electronically:
  1. the name, address and telephone number of (including our toll-free telephone number) ;
  2. a statement that did not make the decision to take the adverse action and is unable to provide the applicant/employee with specific reasons why the adverse action was taken; and
- Provide the applicant/employee/volunteer an oral, written, or electronic notice of the consumer's right
  1. to obtain, under section [612 §1681j], a free copy of a consumer report on the applicant/employee from . which shall include an indication of the 60-day period for obtaining such a copy; and
  2. to dispute, under section [612 §1681i], with . the accuracy or completeness of any information in a consumer report furnished by .

G. **Adverse Action:** Subscriber certifies that after providing the applicant/employee with the Pre-Adverse Action information contained above, and after it has given the applicant/employee "reasonable time" to dispute the information, the Subscriber will send the applicant a follow-up notification that the Subscriber is taking adverse action (e.g., denying employment, promotion or volunteer) based on the information contained in the Screening Report.

3. **CONFIDENTIALITY AND USE OF INFORMATION:** Subscriber acknowledges and understands its obligation to maintain the confidentiality and integrity of any information received by Subscriber. All information requested by Subscriber is for Subscriber's exclusive use and Subscriber shall take reasonable steps to ensure that all information provided by Inc. will be held in strict confidence, will be kept confidential and will not be disclosed to any third party not involved in the employment decision for which the information is sought. Any use of the Screening Report provided by other than for the internal uses provided for in this certification is prohibited, including, but not limited to resale or other commercial use, misrepresentation, improper use of the information or access to the information by unauthorized personnel, whether intentionally or due to carelessness, may subject Subscriber to criminal and/or civil liability under the Federal Credit Reporting Act ("FCRA") and other applicable Federal, State and local laws. Subscriber shall securely store any hard or electronic copies of a Screening Report and protect it against release and disclosure to unauthorized personnel or third parties. In furtherance of that obligation, Subscriber shall provide to . the name of the person requesting the information for each Screening Report request and, where applicable, shall provide the name of the individual who has been designated as the principal User Administrator. At the time subscriber disposes of any report received from AccuSource, it shall cause such to be destroyed by cross-shredding, burning, or electronic destruction as required by regulations issued by the Federal Trade Commission.

4. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE CONSUMER MEDICAL INFORMATION:** Subscriber will refrain from requesting medical information (as defined in the FCRA) about Consumer, other than as permitted by law, without first providing a certification that the medical information is necessary to effect the employment, volunteer or legitimate business transaction purpose, and that Subscriber has obtained specific written consent from the Consumer for procuring a Screening Report containing medical information.

5. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE PROTECTION OF ACCESS CODES:** If Subscriber is issued Internet access to services (the "System"), Subscriber shall only provide access to personnel on a need-to-know basis. Any log-on or password information provided to Subscriber in connection with the System shall be provided only to "User Administrator" and specific individuals designated as "Authorized Users", Subscriber shall notify immediately upon any changes of the User Administrator or Authorized Users.

6. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH MOTOR VEHICLE RECORDS OBLIGATIONS:** If motor vehicle records ("MVR") are requested to be included in the Screening Report with respect to any Consumer, Subscriber agrees that, in addition to its obligations in paragraph 2 above, it:

a. Shall use the MVR only for authorized business purposes, as contemplated by the FCRA DPPA and any applicable state law;

b. Will obtain written consent of the individual in form complying with the state which has issued the license in question.

c. Will comply with all applicable federal and state laws related to the use and review of MVRs, including the DPPA, which requires maintaining written authorization to obtain motor vehicle records for a minimum of five (5) years. A copy of the Driver's Privacy Protection Act may be obtained from /ebsite;

d. Will not use the MVR to build its own database or copy or otherwise reproduce the MVR except in connection with the review of the Consumer;

e. Will not sell, distribute or disseminate the MVR, in whole or in part, to any third party and shall use the MVR solely as an end user; and

f. Will submit to an audit of Consumer consent forms at request. In the event of such request, reasonable notice would be provided and audit would take place during Subscriber's regular business hours. Subscriber agrees further that it will execute the required State forms (if applicable).

7. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH DRUG TESTING OBLIGATIONS:** If drug testing is requested to be included in the Screening Report with respect to any Applicant, Subscriber agrees that it shall:

a. Comply with all federal, state and local laws, including the FCRA. DOT, HIPAA and other applicable laws, with respect to the request for drug screening services provided by / . and/or its vendors and the use of the results of such drug screening;

b. If applicable, provide Applicant with chain of custody form and directions to an authorized collection site hereto.

8. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH TRANSUNION OBLIGATIONS:** If an employment credit report is requested to be included in the Screening Report with respect to any Applicant, Subscriber agrees, in addition to its obligations in paragraph 2 above, that:

a) Subscriber has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee, volunteer ("Consumer Report for Employment Purposes");

b) Subscriber shall request Consumer Report for Employment Purposes from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, volunteer and for no other purpose.

c) Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:

i. A clear and conspicuous disclosure is first made in writing to the consumer by Subscriber before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment/volunteer purposes;

ii. The consumer has authorized in writing the procurement of the report; and

iii. Information from the Consumer Report for Employment /Volunteer Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

d) Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment/Volunteer Purposes, it will provide the consumer with:

i. A copy of the Consumer Report for Employment/Volunteer Purposes; and
ii. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.

e) Subscriber shall use the Consumer Report for Employment/Volunteer Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision;

f) Subscriber will maintain copies of all written authorizations for a minimum of seven (7) years from the date of inquiry.

9. **SUBSCRIBER'S ACKNOWLEDGEMENT OF COMPLIANCE WITH FAIR CREDIT REPORTING ACT 15 U.S.C. §1681 RED FLAG REGULATIONS:** Subscriber represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Further, if subscriber

hires the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

10. **MAINTAINING RECORDS AND AUDIT:** Subscriber agrees to maintain copies of all disclosures, consents, adverse action letters, and any other document required herein for a minimum period of 7 years and may maintain copies in

web-based system. Subscriber also agrees to allow , to audit Subscriber's compliance with its certifications by requesting Subscriber to furnish information to and to allow on-site audits at Subscriber's business by , at reasonable times and upon reasonable notice.

Company Name: _____

Billing Contact: _____

Complete Address: _____

Print Name: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

Please FAX and mail to:

City of Bethel Action Memorandum

Action memorandum No.	14-48		
Date action introduced:	7-8-2014	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Approval of Mayor Klejka's Appointment of Robert Champagne to the Public Works Committee for a term of three years.

Route to:	Department/Individual:	Initials:	Remarks:
X	City Manager		
	Acting Public Works Director		

Attachment(s): Application

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

Action memorandum 14-48 is sponsored by Mayor Klejka on behalf of the City Clerk.

Mr. Champagne has submitted an application for appointment to the Public Works Committee which currently has one vacancy. If appointed he will fill a three year term ending December 31, 2017.

Upon review by the City Clerk's Office, Mr. Champagne's application meets the requirements provide in the Bethel Municipal Code.

Office of the City Clerk
City of Bethel
300 State Highway
Bethel, AK 99559-1388
Phone: (907)-543-1384
Fax: (907)-543-3817

APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

Committee(s)/Commission(s) of interest:

- _ Energy Committee
- X Parks and Recreation Committee A
- X Finance Committee A
- X Public Works Committee
- _ Port Commission
- _ Public Safety and Transportation Commission
- _ Planning Commission

All Planning Commissioners are required to provide an Alaska Public Offices Commission (APOC) Statement to the City Clerk's Office within 30 days of appointment. Commissioners must continue to provide an updated APOC statement to the clerk's office by the 15th of March annually.

NAME: Robert A Champagne

MAILING ADDRESS: PO Box

RESIDENCE ADDRESS:

HOME PHONE: **WORK PHONE:**

CELL PHONE: **E-MAIL:**

OCCUPATION: Systems Analyst **EMPLOYER:** YKHC

1. Do you (or an immediate family member) currently own or operate a business in the City of Bethel? If so please provide the name and the type of business.

   No

2. Are you (or an immediate family member) a member of a board of directors, officer of, or hold a management position with, an organization that has financial dealings of one thousand dollars or more in value with the city of Bethel? If so please provide the name and the type of business.

No

3. Do you currently have a direct or indirect financial of business interest with the City of Bethel, to include contracting, leaseholder, employee? If so please provide the name and the type of business.

No

4. Are you a resident of the City of Bethel? ✓ Yes __ No If so, for how long? 6 years

5. Does your schedule permit you to regularly attend required meetings: ✓ Yes __ No

I understand that this is a voluntary, appointed position to be confirmed by the Bethel City Council. I further understand that this application is public information and the merits of my appointment may be discussed at a public forum. In addition, my name may be published in a newspaper or other media outlet.

I have read Chapter 2.05 of the Bethel Municipal Code regarding Responsibilities of city council members, municipal officers, appointed officials and employees-conflict of interest. I agree to comply with the code and understand that my tenure as a commission/committee member requires such compliance.

I certify that the information in this application is true and accurate.

Signature of Applicant: [signature] Date: 6/4/14

FOR OFFICE USE ONLY

Date Received: 6/4/2014

Date of Council Approval: Action Memorandum Number: 14:40

Date Applicant Notified:

Term Expiration: Dec 31, 2017

Registered voter of the City ✓ Yes __ No

Return completed application to the Office of the City Clerk.

Spent many years working on the Finance side for both for profit and non-profit Healthcare organizations. Understand financial concepts and reports.

City of Bethel Action Memorandum

Action memorandum No.	14-49		
Date action introduced:	July 8, 2014	Introduced by:	Interim City Manager Moyer
Date action taken:	July 8, 2014	☒ Approved	Denied
Confirmed by:			

SUBJECT/ACTION: Direct the City Manager to enter into a contract between the City of Bethel and Contractor for management and operation of the Bethel Aquatic Center (Pool)

Route to Department/Individual	**Initials**	**Remarks**
Administration/Greg Moyer		City of Bethel issued a Request for Proposals to hire a firm that would provide comprehensive, independent pool operations. The City received and evaluated three proposals and selected the one that best met the City's needs.

Attachment(s):
1. Proposed contract between City of Bethel and Contractor for the provision of pool management services associated with operation of the Bethel Aquatic Health and Safety Center (Pool).

Amount of fiscal impact	**Description**	**Account information**
$140,200.08	Source of funding: Budget set-aside from taxpayer funds for operation of the pool.	New Casselle Account Number set up by Finance Department.

Summary statement
The City of Bethel is hiring a company to provide management and operation services for the Bethel Aquatic Health and Safety Center (aka, the Pool). Qualified staff will be on-site and local individuals will be hired and trained to provide the daily services for operation of the pool. A start-up budget has been prepared which encompasses some annual needs (such as the chemicals for the pool), some one-time purchases of equipment and some recurring charges (shown only for the start-up period). The cost of the management firm is set at $11,683.34 per month or $140,200.08 annually plus costs. The Council will receive and be able to approve a start-up budget at the next meeting.

Yukon Kuskokwim Regional Aquatic Health And Safety Center

City of Bethel, Alaska

Operations and Maintenance Contract

Name of Operator
Address of Operator

Covering the period between July 9, 2014 through June 30, 2016

Operations and Maintenance Contract
Table of Contents

e) Personal Property
f) Condition of Facility
g) Utilities Provided by the City
h) Utilities not Provided by the City

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SEC. 9. MAINTENANCE

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a) Fidelity Bond

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SEC. 14. COMPENSATION

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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 _____, 2014
Exhibit C: Start Up Budget, dated _____, 2014
Exhibit D: City's Records Retention Schedule for Pool Documents

IDENTIFICATION OF THE PARTIES:

THIS CONTRACT is made and entered into by and between the City of Bethel, (hereinafter referred to as the "City"), and [Operator Name], , (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 l 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, 2014 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 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
Operations Plans		
• 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 15th	In accordance with Section 3.d
• Subsequent Final Annual Operations Plan	Annually, no later than March 15th	via contract amendment
Operations Budgets		
• Draft Initial Operations Budget	Submit for approval with Initial	In accordance with

	Operations Plan	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.

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.

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. 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.

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 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 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 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.

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 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). 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;

ii) Collect and remit sales taxes to the City for all admissions, concessions, room rentals, class fees, and other sales. 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

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

[Operator name]
[Address]
[Attention:]

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 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) FACILITES 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

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 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 notice of any maintenance related closures. The Operator will take necessary and appropriate steps to notify the Public of closures. The Facility cannot be closed for longer than 24 hours under normal circumstances. Extraordinary circumstances will be considered on a case-by-case basis.

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 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 and shall file and remit taxes as per the Code and any subsequent amendments thereto.

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 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 , 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 Fixed Fee Type Contract -** This is a Cost Plus a 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 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 are the property of the City and not compensation to the Operator.

b) Fixed Fee - The Fixed Fee is $_____ 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 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 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.

15) DISPUTE RESOLUTION

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:

By: _____

Title: _____ Date: _____

CITY: CITY OF BETHEL

By: _____

Title: _____ Date: _____

END OF DOCUMENT

EXHIBIT B
YK Aquatic Center
Start-up Plan
June 18, 2014

STAFFING:
Contractor intends to staff the facility with two full time positions, the Facilities Director and the Programs Director. Part-time, hourly positions are listed below. The estimated number of positions is given in parenthesis. The exact number of staff will vary depending upon the approved Operations Plan.

- Lifeguard Supervisor (1)
- Lifeguards (12)
- Customer Service Representatives (5)
- Concessioners (3)
- Fitness and Aquatics Instructors (15)

After signing the contract, an immediate priority is to recruit and hire the Facility Director and the Programs Director. Most likely the Facilities Director will be hired from within the Contractor. We prefer to recruit the Programs Director locally in Bethel. However, we can also recruit from within.

For the lifeguard and customer service representative positions, Contractor Human Resources Director will hold a Jobs Fair in Bethel, most likely in the September time frame. We will also send out a recruiter into the local schools, houses of worship and community centers advertising the available positions to the residents of Bethel. We will advertise on the local radio and in the newspaper to "get the word out". Lastly, Contractor can hire from within or through our international program.

Contractor standard job descriptions will be used. Applicants apply on our website or paper applications will be available on site. Applications are interviewed and screened through our personality checklist.

TRAINING:
Training for the Facilities Director and the Programs Director will consist of: Contractor hospitality training, American Red Cross LGI Training, POS System training, NSPF CPO Training and ongoing industry wide trainings held throughout the year. Should the Programs Director be a local Bethel hire, we will most likely send that individual to one of our other facilities for job shadowing. Once the new-hire is situated at the facility in Bethel, Contractor will send one of our veteran, highly experienced Program Directors on site to Bethel to provide over-the shoulder, hands-on training.

For hourly wage employees, training begins immediately 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 Contractor Sr. Staff. In service training will include a week of "soft-opening" training prior to the official opening of the facility.

Contractor partners with the American Red Cross and the National Swimming Pool Foundation to implement all Aquatics safety training certifications. We recognize that the number of available lifeguards in Bethel, with current certifications will probably not fulfill the needs of the operations. The facilities Director and Programs Director will both have certifications necessary to conduct classes and administer tests for lifeguards.

PURCHASING:
An immediate priority is to purchase the remaining equipment and chemicals and supplies needed for a full year in time to make the 2014 barge season. These purchases will initially be managed by the Georgia office staff and mostly utilize pre-existing vendor relationships. The pool chemicals and truck purchase are a priority. The estimated quantities will be based on supporting the facility for a full calendar year. Some quantities may be adjusted depending upon storage capability at the facility. These purchases include:

- Pool chemicals
- Test kits
- Bathroom products
- Cleaning products
- Concession items
- Non-perishable food
- Small fitness items
- Pro-shop items
- Aquatics program items
- Safety equipment
- Office supplies
- Hand tools
- Truck

After initial purchases are made and the Facilities Director is on site, purchases will occur through Contractor standard purchase order system. The Facilities Director will send the requirements to the Georgia office, who will approve and affect the purchase.

MARKETING:
The Contractor program includes an out-sourced social media provider in addition to the contracted "in-house" team. Soon after contract signing, we will engage them to start advertising campaigns in the region to promote the GRAND opening and the ongoing operations of YK Aquatic Center by creating social media pages on:

- Twitter
- Facebook
- Instagram

Contractor has a direct approach to marketing the programming at every facility. The Program Director will go out into the market place to help create and find pool and fitness facility users. We will work with the local school district to make sure that the students at every school are made aware of the events at the facility. Additionally, we will partner with local news outlets to advertise to a broader range of potential users. After the Operations Plan is approved, we will advertise programming and packages to the local community including but not limited to:

- Elementary schools
- Middle schools
- High schools

- Senior Centers
- Tribal corporations
- YKHC

DOCUMENTATION

Contractor has developed a standard Operations Manual for all the facilities we manage. It addresses Policies and Procedures, emergency operations, purchasing, aquatics calculations, trouble shooting and various other aquatics needs. We plan to use this manual as a basis, then edit and update it to fit the requirements of this contract. These edits and customization will be performed by our Pool Operators and edited in the book by the Georgia Office.

The Operations Plan largely consists of a proposed schedule of facility activities. The Facilities Director and Programs Director will develop a proposed and recommended schedule for opening hours, classes and activities. The Operations Plan will also include concessions operations. The Program Director will put together a menu for items to be sold at the concession stand. For the Pro-Shop items, we plan to use our standard suite of retail items.

As guided by the City, Facilities Director will gather input and coordinate planning with an Advisory Board. The Operations Plan will be submitted in draft format to the City for review and approval in the time frame specified. After final review and approval, materials will be uploaded into the programming website for Bethel.

The Operations Budget will be prepared by xxx and the Facilities Director and correlate to the recommended schedules, programs and concessions plans. For anticipated revenues, we intend to use proposed fees and pricing as discussed in the McDowell report.

The Maintenance Plan will be prepared by the Facilities Director and will be based upon Operations and Maintenance materials turned over by the General Contractor for the construction of the facility. The Maintenance Plan will address daily maintenance and periodic maintenance. Contractor standardized maintenance records and logs will be updated and edited specifically for this facility.

(Note that it is Contractor intention to sub-contract the high-end, preventative maintenance requirements to experienced and qualified vendors. Daily maintenance will be conducted by hourly wage employees who are overseen by the Facilities Director.)

With regard to inventory records, Contractor intends to use the City's initial inventories of the FF&E and spare parts exchanged at the time of the facility turnover from the General Contractor.

ADMINSTRATIVE SUPPORT

The corporate offices of Contractor in Roswell, Georgia, will provide administrative support to the YK Aquatics Center. The General Manager (GM) is responsible for oversight and quality control of these functions. It is anticipated that the GM will make numerous trips to Bethel to facilitate all of the above activities. Other administrative support activities include:

- Based upon the approved Operations Plan, the public website will be populated with the fees and programs offerings.
- Credit cards will be processed on line and revenues recorded.
- Personnel records, training certifications, and payroll functions will be provided.
- Purchasing support, as has been previously discussed.

- Coordinate IT requirements for supporting Point of Sale equipment and connectivity
- Provide input and coordinate final kitchen equipment purchases to support concessions operations.
- Track costs against budget, prepare invoices to the City of Bethel, and prepare first monthly narrative. (Subsequent narratives will be prepared by the Facilities Director.)

SCHEDULE:
The following is an anticipated schedule for the start up activities.

Week of July 21, 2014:
Facilities Director will arrive in Bethel to start work and assess additional items needed for operations ie:
- Lane Lines
- Rescue Equipment
- Lifeguard Stands
- First Aid Supplies
- Office Equipment and Supplies
- Concession Equipment and Supplies
- Pro Shop Equipment and Supplies

Meet with General Contractor for turn over training of facility

August
- Operations Visit to facility to walkthrough additional items needed to operate
- Finalize Operations Plan/Rules and regulations for submittal to council
- Implementation of POS hardware and software
- Establish Phone and Internet Services
- AD will start coordinating all aquatics as well as fitness programs for the facility
- Receive and inventory ordered supplies
- Prepare and submit draft Operations Plan and Budget
- Submit draft Policies and Procedures manual
- Subcontract to HVAC maintenance company

September
- Facilities Director will begin advertising for all aquatics programs including but not limited to:
  - Swim Lessons
  - Pool Rentals
  - Birthday Parties
  - Dive In Movies
  - Kayaking
  - Scuba Lessons
  - Aqua Aerobics
  - Grand Opening
- Facilities Director will begin advertising of fitness classes including but not limited to:
  - Karate
  - Aerobics
  - Yoga
  - Dance
- Facilities Director will begin advertising of gym rentals
- Implementation of Program Director

- Apply for Food Service permit
- Receive and inventory ordered supplies
- Hold Job Fair
- Finalize Operations Plan and Budget
- Submit finalized Policies and Procedures manual

October

- American Red Cross Training will be begin
- NSPF training will begin
- Onsite facility training of all staff will begin
- Prepare for Grand Opening Ceremonies in November
- October 25 will be the facilities soft opening date provided timeline of construction is followed
- Populate website with programs
- Submit Maintenance Plan
- Aquatic and gym class sign ups

November

- Pool Opens
- Ongoing marketing for revenue generators
- Continued Aquatic and gym class sign ups

Contractor will partner with the correct team within the City's organization and ProDev to help plan, prepare and implement a Grand Opening ceremony. As with any new facility, making sure you open with a bang is paramount to future success. We want to make sure that all parties involved with the planning and construction of the Facility are involved. Contractor will provide banners and bulletins created by our marketing team as well as event coordination to show off the facility in a GRAND CEREMONY on opening day. Contractor Event Planner, who is experienced with this type of activity, will coordinate the event.

December

- Programming begins

Monthly

- Contractor Corporate Senior Staff will visit the site monthly to conduct meetings with city officials, local advisory board as well as onsite staff. The meeting with the staff will also be continuing education trainings.
- Contractor onsite Sr staff will meet with local council and the Advisory Board, if requested, to discuss feedback from operations on a monthly basis.

Contractor mission statement is:

We serve out of relationships and must all create them.

With service being the catalyst of what we are all about we will make sure that we meet with the city council on a monthly basis to provide updates on the aquatics facility. Additionally, the city will have real time access to reporting through their client portal on our website to see what revenue is being generated on a daily basis. This will ensure that you have complete access to what revenues are being taken in on an weekly, daily or even hourly basis. With this

transparency in our partnership this will afford the city to allocate funds necessary to the cities growth.

Additionally, constant feedback is what all successful businesses need to stay fresh. We have "TUHWD" forms (staff & Facility evaluation) that the community is encouraged to fill out and the staff is incentivized to have filled out. All of this information will be available to the company's management team as well as the cities team to evaluate how well the facility is operating.

Also, Contractor will send out electronic surveys to the community, while offering incentives to complete, on a monthly basis. This information will be shared with the City to provide even further transparency into Contractor and how well the facility is being managed.

Contractor knows that our partnership with the City of Bethel will be one a mutual success. We have the tools the knowledge and the ability to create a positive aquatics environment while creating gainful revenues for the city.

EXHIBIT C: Start up Budget for YK Aquatic Center
Start-Up Budget and Monthly Fee For (Pool Operator)
24 June 2014

Start-up Budget, Cost Reimbursable		
Category	**Budget**	**Notes**
Labor		
Supervisor, Facility Director	$ 25,000.00	annual salary of $75k, all in costs, 4 months cost
Supervisor, Program Director	$ 20,000.00	annual salary of $60k
Lifeguards, CSR's	$ 10,000.00	average labor rate of $15/hr, 660 hours
Workers Comp	$ 12,650.00	23% of actual total payroll
Chemicals		
Pulsar Briquette	$ 11,700.00	approximately two year's chemicals (includes Freight)
Sodium Bicarbonate	$ 1,200.00	
Sodium Carbonate	$ 1,080.00	
Calcium Hypochlorite	$ 2,400.00	
Muriatic Acid	$ 8,400.00	forty, 55 gallon drums
Calcium	$ 912.50	
Thiosulfate	$ 500.00	
Test Kits		
Test Kits	$ 198.82	
Sanitizer Reagents	$ 500.00	
pH Reagents	$ 250.00	approximately one year's test kits
Total Alkalinity Reagents	$ 125.00	
Calcium Reagents	$ 125.00	
CYA Reagents	$ 75.00	
Bathroom Products		
Paper Towels	$ 220.00	
Toilet Paper	$ 420.00	approximately one year's bathroom products
Soap	$ 234.00	
Seat Protectors	$ 350.00	
Cleaning Products	$ 7,500.00	
Stainless Steele Cleaner		
Mops		
Brooms		
Sponges		
Rags		
Buckets		
Toilet Cleaner		
Urinal Cakes		Approximately one year's cleaning products
Deodorizers		
Disinfectant		
Spray Bottles		
Dust Pans		
Cleaning Cart		
Plungers		
Drain Cleaner		
Trash Bags		
Latex Gloves		
Concession Items	$ 7,500.00	
Food Trays		

EXHIBIT C: Start up Budget for YK Aquatic Center
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24 June 2014

Food Boxes		
Popcorn bags/boxes		
Plates		
Napkins		
Napkin Dispenser		
Cups (hot)		
Lids		
Stirrers		estimate of year's requirements
Cups (cold)		
Lids		
Straws		
Straw Dispenser		
Disposable Bags		
Plastic Utensils		
Serve ware - tongs, scoops, etc.		
Organizers		
Food, cost of goods sold	$ 14,000.00	estimate based on McDowell report on cost of goods sold
Housing		
Onsite Staff	$ 12,000.00	housing allowance, $1500k/month/each, Facility Director, Program Director, 4 months
Hotels	$ 4,500.00	traveling during start-up, ave of $150/nt in Anchorage, $180/nt in Bethel
Transportation		
Onsite Staff	$ 30,000.00	4 X 4 truck, w/lift gate
truck fuel	$ 2,000.00	$500/month, four months
Rental	$ 2,800.00	rental cars in Bethel and Anchorage
Taxi	$ 300.00	
Comm Auto Insurance	$ 2,500.00	Estimated amount for $15,000 value is $1600/year, rounded up for higher value vehicle
Small Fitness Items	$ 12,500.00	
Exercise mats		
Medicine Balls		
Kettle bells		
Resistance Bands		
Stability Balls		
Ankle Weights		
Jump Ropes		
Heart Rate Monitors		
Pedometers		
Stop Watches		
Scales		
Weight Lifting Belts		
Pro Shop Items	$ 10,000.00	from 3 or 4 different vendors
Women's 1 piece suit		
Girls 1 piece suit		
Men's Swim Trunks		
Men's Swim Briefs		
Boy's Swim Trunks		

EXHIBIT C: Start up Budget for YK Aquatic Center
Start-Up Budget and Monthly Fee For (Pool Operator)
24 June 2014

Boy's Swim Briefs			
Fun Kids Goggles			
Anti Fog Goggle			
Anti Fog Swedish Goggle			
Locker Locks			
Latex Swim Cap			
Silicone Swim Cap			
Custom Latex Swim Cap			
Custom Silicone Swim Cap			
Fun Kids Kickboards			
Regular Kickboards			
Training Fins			
Pull Buoy			
Towels			
Shammy Towel			
Water Wings			
Kids Float Suits			
Swim Diapers			
Mesh Bag			
Ear Plugs			
Nose Plugs			
Water Bottles			
Weight Lifting Gloves			
Aquatics Program Items	$	3,800.00	teaching toys, kick board and noodles for classes
Safety Equipment	$	3,000.00	backboards, first aid, AED's, V-vac (will coordinate w/Prodev)
POS System	$	2,500.00	some hardware, scanner, printer, cards, labor subcontracted
Office Supplies	$	2,400.00	
Advertising/Marketing	$	3,200.00	In house marketing, social media is sub-contracted, contracted print media
Staff Training	$	2,100.00	print materials, videos incorporated, probably weekly basis
Travel	$	12,000.00	during start-up: Facilities and Program Director to training seminar, Sean's, Bobbi's, HR trips
Tools	$	4,500.00	hand tools, etc., (include pallet jack)
Shipping	$	20,000.00	shipping truck, hazardous chemicals, 12-15,000 lbs. chemical weight
Grand Opening	$	13,500.00	based on event planner's experience: entertainment, banners, audio and video, photographer, subject to approval by the City
Operation Manual Creation	$	3,500.00	Policy and Procedure Manual, editing, printing and shipping
Program Manual	$	625.00	Maintenance Plan/programming the building, customize daily log for every day
Job Fair Material	$	1,500.00	
Insurance			
Umbrella Policy	$	5,000.00	for $5 million in coverage, annual premium

EXHIBIT C: Start up Budget for YK Aquatic Center
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24 June 2014

Fidelity Bond	$ 10,000.00	placeholder estimate as its still an unknown as of 6/24
Total	**$ 289,565.32**	

Monthly Lump Sum, Fixed Fee, For Start Up and Operations	
Monthly Fixed Fee, Start-up and Operation	**$ 11,683.34**

Mayor's Report

Red Devil Mine

Environmental Investigation Update

June 2014

BLM

This newsletter provides updates on the environmental project at the Red Devil Mine, an abandoned cinnabar mine and mercury production facility on the Kuskokwim River. A complete record of documents for this investigation, including previous newsletters, is available at www.blm.gov/ak/red_devil_mine.

Since late 2009, the BLM has investigated the Red Devil Mine site to better understand contaminants left by past mining activity and how those contaminants interact with the local soil, water and sediment to create potential risk to humans and the environment. The results of this Remedial Investigation show that mine tailings adjacent to Red Devil Creek are an ongoing source of mercury, arsenic and antimony.

The BLM will take action at the Red Devil Mine site this summer to prevent the mine tailings from continuing to erode into Red Devil Creek. The action will stabilize the ongoing movement of tailings until site-wide remedial action can be performed. The EPA, ADEC and three other State agencies participated in the planning and community outreach the BLM completed as part of this early action.

Community Involvement

Community involvement, including tribal consultation, remains an important part of this investigation. Earlier this spring, the BLM contacted communities in the middle and lower Kuskokwim region to offer tribal consultations and community meetings about a proposed early action to prevent further erosion of the tailings. The early action would precede site-wide remedial action.

The communities of Akiak, Bethel, Chuathbaluk, Crooked Creek, Kalskag, Lower Kalskag, Red Devil and Sleetmute accepted the BLM's invitation to meet. More than 150 residents attended the community meetings and shared comments, questions and concerns about the proposed action.

While the level of interest and concern about the Red Devil Mine site varied, a few themes emerged:

- Comments and questions about the design features of the proposed action, and how heavy snowpack and spring flooding might affect the tailings stockpile and retention pond
- Concerns that the early action wouldn't provide a long-term solution to contaminants at Red Devil
- Ongoing concerns about mercury levels in Kuskokwim fish and impacts to human health
- Use of local resources such as crews and heavy equipment during proposed work at the site

Overall, communities concurred with the preferred alternative and were pleased the BLM was moving forward with a plan to prevent the tailings from further eroding into Red Devil Creek. At the same time, they were very interested in a long-term plan for addressing contaminants at the site.

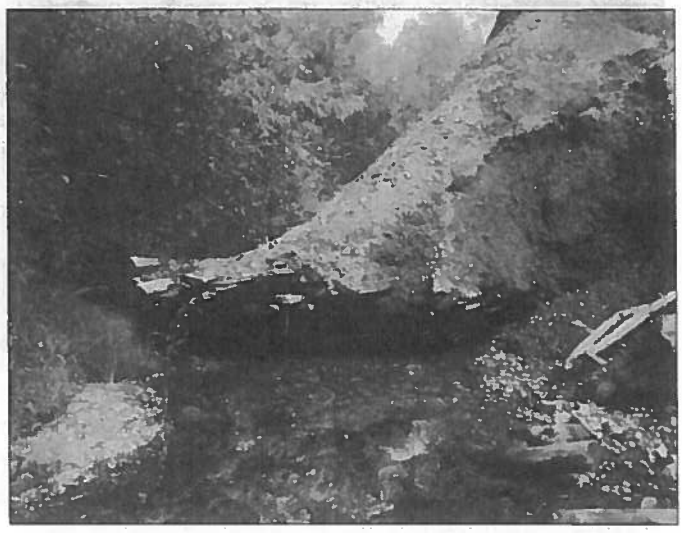
PHOTOS: Red Devil Mine ore processing facility, 1943 (top); community meetings in Kalskag (center) and Lower Kalskag (left), March 2014.

Anchorage Field Office

Planned Early Action

The BLM considered three different alternatives to prevent tailings migration and a fourth no action alternative. Each action alternative included moving the steepest tailings piles away from the creek and constructing a physical barrier along the edge of the creek to prevent erosion.

- Alternative 1: No Action
- Alternative 2: Place concrete cloth in the section of the creek adjacent to the tailings piles.
- Alternative 3: Install culvert pipe in the section of the creek adjacent to the tailings piles.
- Alternative 4: Realign the creek adjacent to the tailings piles, line the sides with gabion (a retaining wall of stones inside heavy wire mesh) to prevent erosion, and construct a sediment trap downstream as an additional safeguard against tailings migration in the creek.



Collapsed bridge and mine tailings at Red Devil Creek

Based on technical feasibility, input from communities, and the concurrence of other agencies, the BLM selected Alternative 4 for the 2014 action. The BLM contracted with Marsh Creek LLC to construct the project. The contractor will mobilize in June, with equipment and material needed to complete the project scheduled to arrive at the Red Devil site in late June through early July. Construction will continue through early August.

Due to the potentially hazardous nature of the tailings, the BLM requests that people not visit the site, particularly during construction when heavy equipment will be active.

Feasibility Study and Proposed Plan

The BLM continues to work in coordination with the EPA, ADEC and three other State agencies to draft the Feasibility Study (FS) for the Red Devil Mine site. When complete, the FS will define four alternatives, including a no action alternative, for site-wide remedial action. Similar to the process used to select a preferred alternative for the early action, the FS will evaluate the technical feasibility of each alternative and compare them with each other.

Once the FS is complete, the BLM will develop a Proposed Plan that summarizes the Remedial Investigation/ Feasibility Study and identifies a preferred site-wide remediation alternative. The draft Proposed Plan is projected to be ready for presentation to interested communities in spring 2015. Once the BLM receives input from tribes and communities, we will begin work on a Record of Decision to define what action(s) will be taken, applicable cleanup levels and monitoring requirements.

How to Stay Informed

Visit the project website for updated information as the planned field work progresses. We'll also develop a fall newsletter to update communities about how the early action went and whether the planned work was completed.

When the Proposed Plan for site-wide remediation is ready for public review and comment, we'll again offer community meetings and tribal consultations to discuss the plan and invite your comments and concerns. Please consider if you would like the BLM to meet with your community at that time.

HOW TO CONTACT US:

- **Alan Bittner**, Anchorage Field Manager, (907) 267-1246 or (800) 478-1263
- **Mike McCrum**, Red Devil Mine Project Manager, (907) 271-4426
- **Mail:** BLM Anchorage Field Office, 4700 BLM Road, Anchorage, AK 99507
- **E-mail:** blm_ak_reddevil@blm.gov
- **Web:** www.blm.gov/ak/red_devil_mine

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Manager's Report

Management Team Reports

MEMORANDUM

DATE: June 30, 2014

TO: Greg Moyer, City Manager

FROM: George Young, Fire Chief

SUBJECT: Manager's Report – Month of June, 2014

Programs/Divisions

- All vehicles are up and running with the exception of the 1972 Engine-2 which has serious problems with its Cummins Diesel engine.

- The new Fire Truck purchased with State Capital Grants money will tentatively arrive on the August barge.

Staffing Issues/Concerns/Training

- We are still down one fulltime Firefighter/EMT position. The position is still in the employee positional matrix but was unfunded by the prior City Manager as part of an overall cost savings to make the budget balance this year. It is now increasingly difficult to not only staff the department to insure a minimum of two responders on each fire and ambulance call but also to allow employees to enjoy leave or send people to training, let alone deal with sick employees.

- An EMT meeting was held on June 17th in the evening at the Fire Station. A review of recent ambulance runs was conducted followed by training in various drug dosages on administration routes. We also reviewed our IV start kits and then practiced IVs.

- An EMT meeting was held on June 3rd in the evening at the Fire Station. Training for the evening consisted of a multi trauma scenario which tested EMT I through III skills.

- A Fire meeting was held on June 12 in the evening at the Fire Station. A review of recent fire calls was conducted followed by training in the use and application of AFFF firefighting foam. We use a soapy looking substance called Aqueous Film Forming Foam (AFFF) to gently lay down a protective barrier on unignited combustible liquids. Occasionally on deep seated fires such as dump or tundra fires we will also use the foam as it penetrates deeper than just water

- We have no plans for either a Firefighter I or an EMT I class for the summer. We will continue these free classes for the general public again this fall after the moose hunting season.

Budget/Financial

- The department is currently operating within its allocated budget and should finish the year under budget.

PRESS RELEASE

City of Bethel Fire Department
320 Chief Eddie Hoffman Highway
P.O. Box 1388
Bethel, Alaska 99559
Contact: George S. Young, Fire Chief
Phone: (907) 543-2131
FAX: (907) 543-2702
Cell: (907) 545-4998

FOR IMMEDIATE RELEASE

On 06-1-14 at 1:03 a.m. medics responded to Willow Street for the report of a female patient with chest pain. The patient was assessed and transported to the hospital.

On 06-1-14 at 2:02 a.m. medics responded to Tundra Ridge for the report of a patient needing transport to the hospital. The patient was assessed and transported to the hospital.

On 06-1-14 at 7:29 a.m. medics responded to 3rd Avenue for the report of a male bleeding from the head. The patient was assessed and transported to the hospital.

On 06-01-14 at 6:32 p.m. medics responded to City Subdivision for the report of an unresponsive female. The patient was assessed and transported to the hospital.

On 06-01-14 at 11:36 p.m. medics responded to Alder Street for the report of an intoxicated male who could not stop vomiting. The patient was assessed and transported to the hospital.

On 06-02-14 at 11:27 p.m. medics responded to Atsaq Drive for the report of a female patient that drank too much alcohol. The patient was assessed and transported to the hospital.

On 06-02-14 at 7:36 a.m. medics responded to Ridgecrest Drive for the report of an unresponsive male with blood all over. The patient was assessed and transported to the hospital.

On 06-03-14 at 4:58 p.m. medics responded to Ridgecrest Drive for the report of an unresponsive female. Upon arrival, medics found a female who was intoxicated. The patient was assessed and transported to the hospital.

On 06-04-14 at 1:18 a.m. medics responded to Ptarmigan Street for the report of a woman with a hurt leg. Upon arrival, medics found a female complaining of a hurt hip. The patient was assessed and transported to the hospital.

On 06-04-14 at 4:37 a.m. medics responded to Kusko Court for the report of a man who could not breathe. Upon arrival, medics found a male with no complaints. The patient was assessed and refused transport to the hospital.

On 06-04-14 at 11:54 a.m. medics responded to Tundra Ridge for the report of a female having a seizure. The patient was assessed and transported to the hospital.

On 06-04-14 at 11:25 p.m. medics responded to Uiviq Subdivision for the report of a male patient falling and hit his head. The patient was assessed and transported to the hospital.

On 06-05-14 at 1:06 a.m. medics responded to the airport for the report of a child coming in with a very high fever. The patient was assessed and transported to the hospital.

On 06-05-14 at 5:29 p.m. medics responded to Akiak Street for the report of a woman with difficulty breathing. Upon arrival, medics found a female complaining of having an asthma attack. The patient was assessed and refused transport to the hospital.

On 06-05-14 at 10:10 p.m. medics responded to Salmonberry Drive for the report of a man feeling nauseous. Upon arrival, medics found a male complaining of nausea. The patient was assessed and transported to the hospital.

On 06-06-14 at 2:39 p.m. medics responded to Front Street for the report of an intoxicated male complaining of leg pain. The patient was assessed and transported to the hospital.

On 06-06-14 at 7:00 p.m. medics responded to Third Avenue for the report of a child who was struck by a vehicle. The patient was assessed, treated, and transported to the hospital.

On 06-06-14 at 7:43 p.m. medics responded to River Road for the report of an intoxicated female who was unresponsive. The patient was assessed and transported to the hospital.

On 06-06-14 at 9:15 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a female who was experiencing a miscarriage. The patient was assessed and transported to the hospital.

On 06-07-14 at 12:06 a.m. medics responded to the Bethel Port for the report of an intoxicated female who was in the river and was unable to get out. The patient was assessed, warmed with blankets, and transported to the hospital.

On 06-07-14 at 12:17 p.m. medics responded to the airport for the report of a male with chest pain. Upon arrival, medics found a male complaining of chest pain. The patient was assessed and transported to the hospital.

On 06-07-14 at 2:52 p.m. medics responded to East Avenue for the report of an unresponsive intoxicated female. Upon arrival, medics found an intoxicated female. The patient was assessed and transported to the hospital.

On 06-07-14 at 8:06 p.m. firefighters responded to Standard Oil Road for the report of a possible steam bath fire. Upon arrival, firefighters found a steam bath fire that had been extinguished by the owner. Firefighters extinguished hotspots and returned to the fire station.

On 06-10-14 at 1:52 p.m. medics responded to Akakeek Drive for the report of a female who felt weak and was unable to stand. The patient was assessed and transported to the hospital.

On 06-10-14 at 2:09 p.m. medics responded to Swan Court for the report of a female who overdosed on medication. The patient was assessed and transported to the hospital.

On 06-10-14 at 8:20 p.m. medics responded to Fourth Avenue for the report of a male who was lying on the ground outside. The patient was assessed by medics and was transported to the YKHC Sobering Center by Bethel Police Officers.

On 06-10-14 at 11:25 p.m. medics responded to Ptarmigan Road for the report of an intoxicated male who was lying on the ground. The patient was assessed by medics and transported to the YKHC Sobering Center by Bethel Police Officers.

On 06-12-14 at 2:21 p.m. medics responded to Ridgecrest Drive for the report of a woman unable to stand. Upon arrival, medics found a female who was intoxicated. The patient was assessed and transported to the hospital.

On 06-12-14 at 2:42 p.m. medics responded to the airport for the report of a man having difficulty breathing. Upon arrival, medics found a man complaining of chest pain. The patient was assessed and transported to the hospital.

On 06-12-14 at 10:28 p.m. medics responded to Sixth Avenue for the report of a woman with chest pain. Upon arrival, medics found a female complaining of chest pain. The patient was assessed and transported to the hospital.

On 06-13-14 at 12:39 a.m. medics responded to Ridgecrest Drive for the report of assistance needed. Upon arrival, medics found a female who was intoxicated. The patient was assessed and transported to the hospital.

On 06-13-14 at 12:40 p.m. medics responded to the hospital for the report of assistance needed moving a patient. Medics assisted in moving the patient and then returned to quarters.

On 06-13-14 at 1:11 p.m. medics responded to Trailer court for the report of an intoxicated female who injured her knee. The patient was assessed and transported to the hospital.

On 6-14-2014 at 2:24 a.m. Medics responded to Larson sub for unresponsive person. On scene patient was assessed and refused treatment or transport to YKER. Medics returned to quarters.

On 06-14-14 at 3:05 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a woman with knee pain. Upon arrival, medics found a female complaining of right knee pain. The patient was assessed and transported to the hospital.

On 06-14-14 at 8:48 p.m. medics responded to Alex Hatlely for the report of a woman needing assistance. Upon arrival, medics found a female complaining of alcohol withdrawals. The patient was assessed and transported to the hospital.

On 06-15-14 at 12:19 p.m. medics responded to the airport for the report of a female who was in labor aboard an inbound flight. Upon arrival, medics were advised the individual had already left the scene. Medics returned to quarters.

On 06-15-14 at 10:51 p.m. firefighters responded to Mallard Drive for the report of a grass fire. Upon arrival, the fire had already been extinguished by bystanders. The fire was suspected to have been started by children. Firefighters returned to quarters.

On 06-15-14 at 11:23 p.m. medics responded to Alex Hately Drive for the report of a female who was vomiting. The patient was assessed and transported to the hospital.

On 06-16-14 at 2:32 p.m. medics responded to Akakeek Street for the report of a person with a cut. Upon arrival, medics found a male with a laceration on his neck. The patient was assessed and transported to the hospital.

On 06-16-14 at 3:55 p.m. medics responded to Chief Eddie Hoffman Highway for the report of an unresponsive woman. Upon arrival, medics found a woman who was responsive to pain. The patient was assessed and transported to the patient.

On 06-16-14 at 7:15 p.m. medics responded to Akakeek Street for the report of an unresponsive woman. Upon arrival, medics found a woman who was unresponsive but breathing. The patient was assessed and transported to the hospital.

On 06-16-14 at 7:25 p.m. medics responded to Akakeek Street for the report of a woman with a fast heartbeat. Upon arrival, medics found a woman complaining of her heart beating fast. The patient was assessed and refused transport.

On 06-16-14 at 10:22 p.m. medics responded to Nengqerralria Street for the report of woman who was bitten by a dog. Upon arrival, medics found a female who had dog bites on her hand. The patient was assessed and transported to the hospital.

On 06-17-14 at 3:47 p.m. medics responded to Tundra Ridge for the report of an intoxicated female who was requesting an ambulance. Medics attempted to assess the individual, but she was uncooperative. The individual was transported to the YKHC Sobering Center by the Bethel Police Department.

On 06-17-14 at 4:59 p.m. medics responded to Atsaq Street for the report of a female who was experiencing trouble breathing. The patient was assessed and transported to the hospital.

On 06-18-14 at 1:35 p.m. medics responded to Brown Slough bridge for report of unresponsive person. On scene patient was assessed and transported to the hospital.

On 06-18-14 at 3:01 p.m. medics responded to the court house for Heart failure. On scene patient was assessed and taken to the hospital.

On 06-18-14 at 3:54 p.m. medics responded to Kusko Inn for report of person with Cuts on back of head. On scene patient was assessed and transported to the hospital.

On 06-19-14 at 6:42 a.m. medics responded across from the Teen Center for the report of person who was assaulted. Patient was assessed and transported to the hospital.

On 06-19-14 at 1:10 p.m. medics responded to Akakeek Street for the report of an intoxicated female who was unresponsive. The patient was woken up and she refused treatment. She was transported to the YKHC Sobering Center by BPD Officers.

On 06-19-14 at 11:10 p.m. medics responded to Hanger Lake Road for the report of a male who had injured his ankle. The patient was assessed, but refused transport to the hospital.

On 06-20-14 at 8:22 a.m. medics responded to Akiak Drive for the report of an elderly male who fell and hit his head. The patient was assessed, but refused transport to the hospital.

On 06-20-14 at 12:58 p.m. medics responded to the sobering center for report of person with chest pain. Patient was assessed and transported to the hospital.

On 06-20-14 at 7:43 p.m. medics responded to Hangar Lake Road for the report of a male with left-sided numbness. The patient was assessed and transported to the hospital.

On 06-20-14 at 10:16 p.m. medics responded to Tundra Ridge for the report of a female having back and leg pain. The patient was assessed and transported to the hospital.

On 06-20-14 at 11:37 p.m. medics responded to the airport for the report of an incoming medevac needing transport to the hospital. The crew and patient were transported to the hospital.

On 06-20-14 at 2:04 a.m. medics responded to Tundra Ridge for the report of a male with a cut on his eye. The patient was assessed and transported to the hospital.

On 06-21-14 at 10:35 a.m. firefighters responded to Ptarmigan Street for the report of a fuel odor in a house. Upon arrival, firefighters conducted a carbon monoxide test with none found. Firefighters returned to the fire station.

On 06-21-14 at 1:49 p.m. medics responded to Ridgecrest Drive for the report of a woman having a seizure. Upon arrival, medics found a female who had fallen and had a possible seizure. The patient was assessed and transported to the hospital.

On 06-21-14 at 10:33 p.m. medics responded to Main Street for the report of a man who could not stand. Upon arrival, medics found a male who needed assistance. The patient was assessed and transported to the hospital.

On 06-22-14 at 12:36 a.m. firefighters responded to BIA Road for the report of a vehicle fire. Upon arrival, firefighters found a truck that had run off the road. Firefighters extinguished a small fire and transported a patient to the hospital.

On 06-22-2014 at 9:01 a.m. medics responded to the Seawall by the lions club for report of person having a stroke. On scene patient was assessed and transported to the hospital.

On 06-23-14 at 4:35 p.m. medics responded to Nengqerralria Street for the report of a woman having an allergic reaction. Upon arrival, medics found a female complaining of difficulty breathing. The patient was assessed and transported to the hospital.

On 06-24-14 at 3:02 a.m. medics responded to Jacob's Way for the report of man bleeding from the head. Upon arrival, medics found a male who had a head laceration. The patient was assessed and transported to the hospital.

On 06-24-14 at 12:09 p.m. medics responded to Atsaq Street for the report of an elderly male who complained of weakness. The patient was assessed and transported to the hospital.

On 06-24-14 at 3:15 p.m. medics responded to Katie Hately Drive for the report of a female who was dizzy. The patient was assessed and transported to the hospital.

On 06-24-14 at 2:46 p.m. medics responded to Ridgecrest Drive for the report of a woman who could not stand. Upon arrival, medics found a female with an injured ankle. The patient was assessed and transported to the hospital.

On 06-25-14 at 11:45 p.m. medics responded to Calista Drive for the report of a man who would not wake up. Upon arrival, medics found a male who was intoxicated. The patient was assessed and transported to the hospital.

On 06-26-14 at 3:41 p.m. medics responded to Chief Eddie Hoffman Highway for the report of an elderly male who needed transport to the hospital. The patient was assessed and transported to the hospital.

On 06-27-14 at 8:11 p.m. medics responded to the airport for the report of an infant who was breathing rapidly. The patient was assessed and transported to the hospital.

On 06-28-14 at 4:47 a.m. medics responded to City Subdivision for the report of a female who was experiencing respiratory problems. The patient was assessed and transported to the hospital.

On 06-28-14 at 7:33 a.m. medics responded to Kasayuli Subdivision for the report of a male who was crushed by a car. The patient was extricated, assessed, treated, and transported to the hospital.

On 06-28-14 at 9:16 a.m. medics responded to East Avenue for the report of a male with an ankle injury. The patient was assessed, treated, and transported to the hospital.

On 06-28-14 at 11:16 p.m. medics responded to the seawall for the report of an intoxicated female who was unable to walk. The patient was assessed and transported to the hospital.

On 06-28-14 at 11:56 p.m. medics responded to Akula Court for the report of a female who had experienced a seizure. The patient was assessed and transported to the hospital.

On 06-30-14 at 9:17 p.m. medics responded to south boat harbor for report of person coming in from fish camp with hurt back. On scene patient was assessed and transported to YKER.

MEMORANDUM

DATE: July 8, 2014

TO: Greg Moyer, Interim City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – July 1, 2014 Bethel City Council Meeting

City Awarded Rasmuson Foundation Grant
The application prepared and submitted to the Rasmuson Foundation was funded in full at $740,549 to fund furniture, fixtures, and equipment for the YK Regional Aquatic Health and Training Center. This funding, plus the YKHC Diabetes Prevention and Control grant amount previously approved ($196,969) is sufficient to cover more than 100% of the FFE costs.

ProDev will continue to be instrumental in going out to bid to buy concession equipment and buying off of pre-bid contracts. The City and ProDev will have to scramble to get all the essential FFE items in place before the planned opening November 1, 2014.

Sanitation Deficiency System
I prepared and submitted four projects for inclusion in the Santitation Deficiency System, a database for Alaska water, sewer, and solid waste projects. A review committee composed of funding agencies will score the projects submitted and determine which ones are eligible for funding. With limited funds available for all the projects needed statewide, this process is very competitive. Only one project will be funded per community.

The City of Bethel will have another chance to submit water and sewer projects for funding in August. Passing the RUBA Assessment will play a role in the City's eligibility for water and sewer project funding.

RFPs and Proposal Selection
The City scored proposals received for pre-employment background screening services and selected a company to award a contract. An Action Memorandum was prepared so that City Council can approve the contract.

The City's RFP for scrap metal removal from the landfill resulted in no responses. One company contacted the City afterward and wanted to arrange a pay-for-removal deal that will be investigated.

The following RFPs are currently being developed:

- Hydrographic survey for small boat harbor/river
- Reverse E-911 system for use by the Dispatch Center at the Bethel Police Department
- Appraiser
- Surveyor
- Janitorial services for City Hall and Courthouse

Land and Water Conservation Fund Grant
I prepared and submitted the City's Land and Water Conservation Fund grant application to the Alaska Department of Natural Resources, Division of Outdoor Programs. The City must still take care of several environmental clearances (e.g., U.S. Army Corps of Engineers) to complete the application package.

Wind Energy Grants
The project manager for AVEC met with me to discuss the plan for AVEC's wind energy purchase and installation in Bethel. The City is using its wind energy feasibility study funding to assist AVEC in placing two wind data collection towers in Bethel, one at a primary site and another at a secondary site. AVEC will prepare a scope of work for the project and the City will change its contract with Electrical Power Systems to facilitate completion of the work and benefit AVEC.

City of Bethel
Grant Summary
Calendar Year 2014

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	$ Grant $ City Match

Submitted in Calendar Year 2014 Most recent first

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	$ Grant $ City Match
USDA, EPA, IHS, DEC.	Sanitation Deficiency System Database	Sewage Lagoon Rehabilitation projects: 1. Replace truck dump site; 2. Dredge; 3. Design 3rd cell addition; 4. Construct cell #3.	Public Works	6/20/14	$643,255/ $643,255 $4,116,618/ $56,745
Alaska Dept. of Natural Resources, Division of Parks and Outdoor Rec.	Full Land & Water Conservation Fund grant application	Pinky's Park Upgrades: new multiuse sports field, boardwalk, decks, garden high tunnel.	Parks and Rec.	6/16/14	$125,000 Other grants + in-kind match
Rasmuson Foundation	Tier 2 Proposal for requests greater than $25,000	Furniture, fixtures, and equipment for the aquatic center	Parks and Rec.	3/14/14	$740,549 0
Federal Emergency Management Association	Assistance to Firefighters Grant	22 Self-contained breathing apparatus (airpacks)	Fire	12/6/13	$125,290 $5,000?

Approved in Calendar Year 2014				Most recent first	
Sponsor	**Name**	**Products/Services**	**City Depts. (Partners)**	**Date**	**$ Grant $ Match**
Rasmuson Foundation	Tier 2 grant	Furntiure, fixtures, and equipment for aquatic center.	Admin.	3/15/14	$740,549 0
YKHC-Diabetes Prevention and Control Program	Funding to reduce incidence of diabetes onset	Exercise equipment and pool swim gear	Parks and Rec.	3/6/14	$196,969
Not Approved in Calendar Year 2014					
Sponsor	**Name**	**Products/Services**	**City Depts. (Partners)**	**Date**	**$ Grant $ Match**

Planning Department Report

From: Rachael Pitts, Planning Director
Date: July 1, 2014

The planner has been reviewing Titles 15-18 of the BMC, and will recommend some changes to make the code a little easier to administer, and to update it. This is quite a bit of code on various topics that is cross referenced, so the work on this is ongoing. Staff also worked on changes once again to the Procurement Code.

The Planner attended the Association of Floodplain Managers Conference in Seattle this month, and had an opportunity to attend a variety of presentations. A consistent theme was FEMA's need to expand floodplain areas and make more stringent requirements on floodplain development. Some of these changes are already occurring and causing consternation among affected property owners. FEMA is greatly challenged by disasters that have occurred in the last ten years and major changes are on the way.

The Planning Department did notification to property owners on Seventh Avenue, concerning road widening that will occur in July. Staff is working with property owners to inform them of the project.

Staff welcomed Greg Moyer, the Interim City Manager, and is providing him with information to assist him in his new role.

Four City of Bethel plats were recorded this month, all part of a process to get some surveying done to accomplish some platting objectives. This surveying process started last fall and involved several departments.

Site Plan Permit Applications and Code Enforcement: The Planning Department has received 23 Site Plan Permit applications to date.

Construction Projects:

Extensive remodeling is taking place at the AC store. The improvements are attractive, including addition of square footage.

The new Swanson's store opened on June 30, 2014.

MEMORANDUM

DATE: 07/01/2014
TO: Greg Moyer, Interm City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report

Programs/Divisions

Public Works Director:

Utility Maintenance:
This month we began our summer discharge at our sewer lagoon. We also repaired our discharged pipe adding a culvert to prevent further erosion. We also continue to read meters and Blue Tags for Utility Billing. We did our annual fire hydrant testing with the Fire Department. We continue to help the Port out with welding around Boat Harbor and the Seawall. We helped Road Maintenance with traffic control on Ptarmigan Street. We helped on the Boardwalk near Pinky's Park. We continue to monitor our lift stations and operate our water plants daily.

Hauled Utilities:
Well, there went June, in a flash. I haven't had the time to compile water, sewer, and garbage figures this month; however I believe they will be in the neighborhood of 3,000,000g of water, averaging 40 houses per route per day. 2,500,000 for sewer, averaging 45 houses per route per day, and approximately 30,000cubic yards of garbage, averaging 60 stops per day. Clean up Green up was not as successful as the previous years, mainly due to man-power issues, so we will continue to collect bags and large items, from the community for another couple of weeks, as manpower allows. The loss of one of our mechanics and the recent loss of the Vehicle and Equipment Foreman has put the entire public works in a tough position. It will be a struggle for the next few weeks, until at least one more mechanic, and a vehicle and equipment supervisor can be found and hired. See you again next month. HAPPY INDEPENDENCE DAY!!!!

Property Maintenance:
Our daily routine maintenance consist of walking through our facilities checking heat, doors, windows, lights, plumbing (clogged toilets & sinks) and whatever on spot repairs that need to be made. We schedule in and or get back to a potential problem or liability. In the summer our daily routine is minimal and allows us to

get to our projects that were problems that occurred during the cold weather to make the correction and adjustments. We have also have been assisting other departments with their needs as they come up, one is getting the park ready for 4th of July. We have been kept busy with lots of vandalism on our boardwalks and in the park lately.

One project that we are almost finished with is the new building out at the cemetery out near the airport. I talked with the director of Yuut Elitnaurviat, The Peoples Learning Center about constructing the building. He said it would be good training for them to build something from the foundation up. They have had done some other projects as well and have done a great job assisting us. We have been a little short handed lately but we have begun work on our other summer upgrades. We use community service workers from the Tundra Center to help us with some of the simple tasks come up along the way. Thank you.

Road Maintenance:

Streets and Road has rebuild, the last 2/3th of North Ave., starting from Yuqtak Wayout to, and including Nunvak Ave. at the end of North Ave. We hauled in one to two feet of sand from the city sand pit, and then caped it off with 6" of gravel. This was graded and compacted with the compacter so that it will hold up. This will end the muddy problem that we get in the spring, and also keep it smoother to drive on.

Streets and Roads, also, dug up the pavement on Ptarmigan Street between Owl Street and Mallard Lane to a little past Akakeek Street. We dug it up and hauled it away, and then we hauled gravel, grading it with the grader and then used the compacter to compact it. This section of the pavement on Ptarmigan Street was not fixable, it was too broke up and too ruff, but now it is lot smoother to drive on.

Streets and Roads built up the dike at the sewer lagoon between the new sewer lagoon and the old sewer lagoon. The dike at that end of the lagoon was sinking, so we hauled in sand to build it up, and then we haul in top soil so that the rain will not wash the sand off, that we haul in.

Streets and Roads laid down the last of 8 bags of Calcium Chloride that we had at the city shop on the roads. We reinforce the roads that we did earlier this spring with Calcium, so that it will hold up this summer, and also we laid some on Akiak Dive, and Akiachak Ave. that goes by Pinky's Park in City Sub., to keep the dust down for the 4th of July.

Vehicles and Equipment:

The V&E Dept. has been busier than usual due to the fact that we do not have enough mechanics and more vehicles. Our work is piling up and since we also have lost a mechanic we have been working much harder to try to keep up. Josh,

our heavy equipment mechanic, has been working alone most of the time. If he could get some assistance from road maintenance on small repairs such as greasing, mud flaps, etc. that would save a lot of time and he would be able to focus on the more crucial repairs. Since Tom and I have been busy trying to keep the hauled water and sewer trucks maintained, it has been difficult finding the time for essential tasks such as retrieving parts, mail and freight. Being as short-handed as we are, it's tough to accomplish those small but necessary tasks. As I have mentioned previously, we would benefit from having cameras installed at various locations in the shop with the intent of decreasing the amount of rumors, timecard tampering, allegations of harassment and the possible theft of tools within the shop. I also believe it would be beneficial to install tracking devices on all take-home vehicles to monitor possible misuse and to cut down on additional maintenance from that misuse. Since Chuck left, I have had a number of bosses who at times contradicted each other, leading to confusion and slowing down production. On a positive note, there have been a few people within different departments who have helped me immensely. They realize we are shorthanded and have stepped up to help in any way they can. Three departments in particular have been very helpful. Those being Clair Grifka and Antone Alexie in building maintenance, Bernie Sam, Steven Van Pelt and Rob Taylor in hauled water and sewer and Gary Watson at the water treatment plant. This is sort of long but this is my last foreman's report.

Transit System:

As you're aware the Red Line and Saturday schedules are suspended from June 2 through July 25. On Saturday July 26 we will start the Saturday schedule and then on July 28 the Red Line regular schedule will start back up. Because of the suspension of the Saturday and the Red Line schedules, during the summer, our ridership is down considerable. We are only averaging about 50-60 riders per day. Bus #437 is still in the shop. I took it in several months ago to have the fuel injectors and glow plugs replaced and it's still there. I understand getting the Transit Buses repair is the lowest on the totem pole. With the shortage of mechanics I understand the need to keep the water/sewer trucks, police cars, street and roads equipment, and the multitude of other vehicles going and was wondering if it's possible to have a local, none City employee, mechanic work on the Transit Buses until additional mechanics can be added. I talked to one and he said he'd be willing to work on the buses for $75.00/hour.

The concrete floor in the Bus Barn has several (lots) cracks, small and large. I'm concerned that in the winter when water gets in them the water will expand and the cracks will continue to get bigger. I'm currently filling the larger cracks with a "concrete & mortar filler & sealant" and later this summer I'd like to paint the

floor with "strong" epoxy paint. I thought I'd check with the Fire Department and see what they use. It's a time of the year to do this as the buses can be parked outside.

I'm very concerned about the Transit System FY 15 budget. To make the Transit System more reliable and serve the people better we need to continue with the extend routes for the Green Line, 6:30am to 6:15pm, the Red Line from 9:00am to 3:00pm and the Saturday schedule. All of this costs additional money. The City Council has finalized the FY 15 City Budget and the Transit System will need to see if the current schedules, for FY 15, will fit within it.

Bethel Transit System goal for the FY 2015 will be to show a 20-25 percent increase in ridership / revenue. I think we can do this by providing **better and more dependable service** for our passengers.

Landfill / Recycle Center:

The landfill has been operating very smoothly and efficiently. The roads are in good shape thanks to the road crew, plus they continue to haul cover material for us. We have been able to cover the dumpster trash as we go; once the level of trash meets our predetermined depth it is compacted and covered with fresh dirt. Our spring water samples were taken, sent to the lab for testing, we got the results back and our report was sent to DEC in a timely manner.

Staffing Issues/Concerns/Training:

The Hauled Utilities Dept is down a total of 2 Water/Sewer Drivers.

Budget/Financial:

See each Department.

Clerk's Report

City of Bethel, Alaska

City Clerk's Office

To: City Council
From: Lori Strickler
Subject: Clerk's Report

Upcoming Council Events:
July 14, 2014 Joint Task Force Meeting
July 22, 2014 Regular City Council Meeting

Elections

The City is still interested in hiring a few more election officials. Interested individuals should contact the City Clerk's office.

Election Preparation is completed. The Code provided for specific dates for the release of information such as notices of Election and Declaration of Candidacy Packets. The City Clerk's office will provide the information when we are allowed by the Code.

Primary Election

July 20, Last day to register or update voter registration.
August 4, Absentee Voting opens in the City Clerk's Office.
August 19, Primary Election Day. Polls open from 7 a.m. – 8 p.m.

City of Bethel Regular Election/REAA Election

July 29, Declaration of Candidacy packets become available.
August 5, Declaration of Candidacy filing period opens.
August 20, Declaration of Candidacy filing period closes at 4p.
August 21, Write in candidates may file a declaration of candidacy.
August 22, Last day for ballot measure adoption.
August 27, Last day for candidates to file their Alaska Public Offices Commission Forms with APOC.
September 7, Last day to register or update voter registration.
September 22, Absentee Voting opens in the City Clerk's Office.
October 2, Last day to register as a write-in candidate.
October 7, Regular Election/REAA Election Day, polls open from 8a -8p.
October 9, Absentee By Mail Ballot acceptance closes at 6:00p.
October 9, Canvass Board Meeting 6p.
October 14, Council Regular Meeting, Certification of the Election and Oath to newly elected officials.

October 20. Councils Special Meeting, appointing members to committee/commissions.

General Election

October 5, Last day to register or update voter registration.
October 20, Absentee Voting opens in the City Clerk's Office
November 4, 2014 General Election Day, polls open from 7a- 8p.

HR Related

Reposted the Public Works Director position on Anchorage Daily News which includes a posting on Career Builder for a period of 30 days.

The Office has received 17 applications for the City Manager position. The Council will be considering an Action Plan for the recruitment and hiring of the City Manager.

The Office has received six applications for the HR Manager position. Mr. Moyer was provided copies of the applications.

The City Clerk's Office is working on the OSHA 300, 301 and 302 forms for submission to the Department of Labor. Currently waiting on information from Finance; once received the forms will be completed and sent to the Department of Labor.

The City Clerk's Office is working on the Alaska Municipal League Salary Survey, consisting of a list of all the positions within the city to include a salary high, low and average for each position.

When provided an update from the Departments, the City Clerk's Office is managing the "Employment Opportunity" page on the City's website for any vacant positions.

Documents

Created an Ordinance establishing Kuimavik Board as the advisory committee for the pool facility. The Board will review the ordinance and perhaps request modifications to the document prior to its presentation to the Council. The City Clerk's Office has not yet heard back from the Kuimavik Board regarding the Ordinance draft.

Created A policy for the City's processing of Contracts which is being reviewed by the Attorney's office and the Acting City Manager. In conjunction the policy, I have begun a draft of procedures and a task outline for employees. The Policy draft was submitted to the Interim City Manager and City Attorney. The City

Clerk's Office will continue to draft the procedure manual and task list when time will allow.

Miscellaneous

Researching options regarding Marijuana and alcohol taxation at the request of a council member. Asked for assistance from the Finance Director with these issues.

The office is catching up on the electronic records management program. We hope to have all Ordinances and Resolutions on the Laserfiche system by the end of the month.

The office is working on transferring all of the cemetery files to the City's Caselle program.

The City Clerk will be on approved leave from July 8th – July 18th. Bernard Mael will be available for all of the Council's functions. The Office will have irregular hours while the City Clerk is out of town; open from 9-12 and from 1-4. Council Members and City Staff are encouraged to email or call if an emergent situation arises.
Passport applications will not be accepted while the City Clerk is on leave. The City Clerk's Assistant will be responsible for Burial Permits and other day-to-day activities.

The Interim City Manager has implemented the Records Retention requirements regarding the repository of all contracts and leases. The Departments will begin submitting all new and previous contract and leases to the City Clerk's Office. We are working on a filing plan to house these documents.