



City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

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Regular City Council Meeting

Tuesday, June 23, 2015

6:30 P.M.

Council Chambers; Bethel, Alaska



City Council Meeting Agenda

Regularly Scheduled Meeting

June 23, 2015 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

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

Leif Albertson
Vice-Mayor
Term Expires 2015
543-2819
labertson@cityofbethel.net

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

Heather Pike
Council Member
Term Expires 2015
545-4802
hpike@cityofbethel.net

Chuck Herman
Council Member
Term Expires 2016
545-5394
cherman@cityofbethel.net

Zach Fansler
Council Member
Term Expires 2016
545-3300
zfansler@cityofbethel.net

Byron Maczynski
Council Member
Term Expires 2016
545-0970
bmacynski@cityofbethel.net

Ann Capela
City Manager
543-2047
acapela@cityofbethel.net

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

Patty Burley
City Attorney

Mary Sattler
Lobbyist

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
 - a) *6-3-2015 Special Meeting Minutes
 - b) *6-4-2015 Special Meeting Minutes
 - c) *6-8-2015 Special Meeting Minutes
 - d) *6-9-2015 Special Meeting Minutes
 - e) *6-9-2015 Regular Meeting Minutes
 - f) *6-10-2015 Special Meeting Minutes
 - g) *6-15-2015 Special Meeting Minutes
- VII. REPORTS OF STANDING COMMITTEE**
 - a) Public Safety and Transportation Commission
 - b) Port Commission
 - c) Planning Commission
 - d) Parks and Recreation Committee
 - e) Finance Committee
 - f) Public Works Committee
 - g) Energy Committee
 - h) Non Standing Committee Reports
- VIII. SPECIAL ORDER OF BUSINESS**
 - a) USA Pool Update On The YK Regional Aquatic Training And Health Center (Mayor Robb)
- IX. UNFINISHED BUSINESS**
 - a) AM 15-18: Directing The City Manager To Enter Into An Amended Contract With USA Pools For The YK Regional Aquatic Training And Health Center (City Manager Capela)
 - b) 2016 Operations Plan For YK Regional Aquatic Training And Health Center (City Manager Capela)
- X. NEW BUSINESS**
 - a) *Introduction Of Ordinance 15-15: Amending Bethel Municipal Code Chapter 2.04, Organization Of Council (Mayor Robb)
 - b) *AM 15-19: Approving The Employment Contract For Part-Time Assistant To The City Clerk/City Manager (City Manager Capela)
 - c) *AM 15-20: Administration Leave Request For City Attorney Burley To Attend Training, October 3 Through October 7, 2015 (City Attorney Burley)
 - d) Appointing A Council Representative To The Kuimarvik Board (Mayor Robb)

Agenda posted on June 17, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

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

Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing July 14, 2015**)



**City Council Meeting Agenda
Regularly Scheduled Meeting
June 23, 2015 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

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

Agenda posted on June 17, 2015, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

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

Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing July 14, 2015**)

Approval Of The Minutes

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on June 3, 2015 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Vice Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Chuck Herman
<input checked="" type="checkbox"/> Council Member Heather Pike	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Manager Ann Capela	<input checked="" type="checkbox"/> City Clerk Lori Strickler

Members Absent:
Council Member Mark Springer
Council Member Byron Maczynski

IV. PEOPLE TO BE HEARD

Mayor Robb opened People To Be Heard.

No one present to be heard.

Mayor Robb closed People To Be Heard.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Agenda.

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

VI. SPECIAL ORDER OF BUSINESS

Item A- Invitation Of LKSD Superintendent, Assistant Superintendent, And Board Members To Discuss Ridgcrest Drive Project.

James Mikesell, LKSD Representative discussed the options with the Council.

VII. UNFINISHED BUSINESS

Main Motion: Move in to committee of the whole.

Moved by: Pike

Seconded by: Herman

Action: Motion carries by a vote of 5-0

In favor: Robb Albertson Herman Fansler Pike

Opposed: -0

Item A – Fire

Not Discussed

Item B – Police and E911

Not Discussed

Item C – Administration

Not Discussed

Item D – City Clerk

Not Discussed

Item E – Planning

Not Discussed

Item F – Finance

Not Discussed

Item G – Utility Billing

Not Discussed

Item H – Parks and Recreation

Not Discussed

Item I – Port

Not Discussed

Item J – IT

Not Discussed

Item K – Legal

Not Discussed

Item L – Public Works –

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

Not Discussed

Item M – Leased Properties

Not Discussed

Item N – Community Services And Transfers

Not Discussed

Item O – Budget General Overview

Not Discussed

Item P – YK Aquatic Center

Discussed

Main Motion: Move out of committee of the whole.

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

VIII. NEW BUSINESS

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

Main Motion: Introduce Ordinance 15-14.

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

Main Motion: Move out of committee of the whole.

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

IX. ADJOURN

Main Motion: Adjourn.

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

Council adjourned at 9:03 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on June 4, 2015 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Vice Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Chuck Herman
<input checked="" type="checkbox"/> Council Member Heather Pike	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Manager Ann Capela	<input checked="" type="checkbox"/> City Clerk Lori Strickler

Members Absent:

Council Member Mark Springer

Council Member Byron Maczynski

IV. PEOPLE TO BE HEARD

Mayor Robb opened People To Be Heard.

No one present to be heard.

Mayor Robb closed People To Be Heard.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Agenda.

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

VI. SPECIAL ORDER OF BUSINESS

Item A- Invitation Of LKSD Superintendent, Assistant Superintendent, And Board Members To Discuss Ridgecrest Drive Project.

James Mikesell, LKSD Representative provided feedback to the Council from LKSD staff, they are not able to provide modification to the traffic rout out their property to account for the changes to Ridgecrest Drive.

VII. UNFINISHED BUSINESS

Item P – YK Regional Aquatic Training And Health Center.

Main Motion: Amend the proposed Fiscal Year 2016 Budget line item 40-50-646 to strike \$1,026,031 and insert \$904,703.

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

Main Motion: Amend the proposed Fiscal Year 2016 Budget line item 40-50-621 to strike \$100,000 and insert \$120,000.

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

Item H – Parks and Recreation

Discussed

Item O – Budget General Overview.

Main Motion: Amend the proposed Fiscal Year 2016 Budget line item 57-50-412 to strike 4,220 and disburse that amount among the other 57-50 revenue account.

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

Item N – Community Services And Transfers.

Council Member Fansler declared a conflict of interest because of his position at treasurer for the Lions Club.

Mayor Robb ruled Council Member Fansler does have a conflict of interest.

Main Motion: Amend the proposed Fiscal Year 2016 Budget line item 10-72-657 to strike 4,220 and insert 0.

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

Mayor Robb departed the meeting at 8:57 p.m.

VIII. NEW BUSINESS

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

This item was introduced on June 3, 2015.

IX. ADJOURNMENT

Main Motion: Adjourn.

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

Council adjourned at 8:58 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on June 4, 2015 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Chuck Herman
<input checked="" type="checkbox"/> Vice Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Zach Fansler (arrived at 6:34pm)
<input checked="" type="checkbox"/> Council Member Heather Pike	<input checked="" type="checkbox"/> Council Member Springer (arrived at 6:57pm)
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> City Manager Ann Capela	<input checked="" type="checkbox"/> Assistant To City Clerk Adriane Welch

Members Absent:
Council Member Byron Maczynski

IV. PEOPLE TO BE HEARD

Mayor Robb opened People To Be Heard.

No one present to be heard.

Mayor Robb closed People To Be Heard.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Agenda.

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

Council Member Springer arrived at 6:57 p.m.

VI. UNFINISHED BUSINESS

Item A – Fire

Item B – Police and 911

Item C – Administration

Amend 10-51 to insert Contract Part Time City Manager Assistant (12 hours/week @ 17.81/hr) Salaries 11,113 and the corresponding increases in the budget for benefits.

Main Motion:

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

Main Motion: Amend 10-51-10102 to strike 52,506.

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

Item D – City Clerk

Main Motion: Amend 10-52-12901 to strike Temp. and insert Contract.

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

Item E – Planning

Item F – Finance

Amend Finance Director Salaries, 10-53-13401 to strike \$90,482 and insert \$86,174.

Main Motion:

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

- Item G – Utility Billing**
- Item H – Parks and Recreation**
- Item I – Port**
- Item J – IT**
- Item K – Legal**
- Item L – Public Works –**

Amend 10-65-602 Public Works Admin., Gasoline to strike \$6,500 and insert \$3,000.

Main Motion:

Moved by:	Albertson
Seconded by:	Pike
Action:	Does not carry by a vote of 3-3
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Pike
Opposed:	<input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Springer

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

Amend 50-72-23101 Solid Waste Coordinator to strike \$54,765 and to adjust the coordinating benefits.

Main Motion:

Moved by:	Pike
Seconded by:	Albertson
Action:	Does not carry by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Pike <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Springer
Opposed:	-0

- Item M – Leased Properties**
- Item N – Community Services And Transfers**
- Item O – Budget General Overview**
- Item P – YK Aquatic Center**

Amend the Contractor proposed Pool Budget Payroll Tax line item, by striking \$60,000 and insert 57,082.63 with a corresponding change to the line item in the City budget to \$1,043,245.63 and the FY 2016 budget to \$901,786.

Main Motion:

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

VII. NEW BUSINESS

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

Introduced at the June 3, 2015 Special City Council Meeting.

VIII. ADJOURNMENT

Main Motion: Extend the Meeting by ten minutes.

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

Main Motion: Amend by striking the funds for the Ridgecrest drive project.

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

Council adjourned at 9:13 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on June 9, 2015 at 2:00 p.m., in the council chambers, Bethel, Alaska.

Mayor Richard Robb called the meeting to order at 2:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Vice Mayor Leif Albertson	<input checked="" type="checkbox"/> Council Member Chuck Herman
<input checked="" type="checkbox"/> Council Member Heather Pike	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Manager Ann Capela	<input checked="" type="checkbox"/> City Clerk Lori Strickler

Members Absent:

- Council Member Mark Springer*
- Council Member Byron Maczynski*

IV. PEOPLE TO BE HEARD

Mary Sattler – Concerned citizen questioned the payroll processing regarding taxation processes for the contractor to their employees. Sattler also requested the employees of the contractor be paid by check and not debit cards.

Beverly Hoffman, YK Lifesaver Representative – Provided some concerns with regard to the sustainability of the pool facility and that the pool expenses should be conservative to allow for more money to remain in the dedicated pool fund.

Gene Peltola Sr. – Stated concerns with the accounting of the Pool operator.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Agenda.

Moved by: Fansler

Seconded by: Pike

Action: Motion carries by a vote of 5-0

In favor: Robb Albertson Herman Fansler Pike

Opposed: -0

VI. UNFINISHED BUSINESS

Item A – YK Aquatic Center Budget.

Council took a five minute break at 3:39 p.m.

Council went back on the record at 3:48 p.m.

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

Item C – 2016 Operations Plan For YK Regional Aquatic Training And Health Center.

VII. ADJOURNMENT

Main Motion: Adjournment.

Moved by: Herman

Seconded by: Albertson

Action: Motion carries by a vote of 5-0

In favor: Robb Albertson Herman Fansler Pike

Opposed: -0

Council adjourned at 4:59 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on June 9, 2015 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. PEOPLE TO BE HEARD

Beverly Hoffman – Hopes the community can continue to support the YK Fitness Center and looks forward to making the facility sustainable by bringing down the costs and increasing revenues. Thanked the Council for supporting the facility and working hard on the facility.

Wanted to publicly acknowledge there are current sales of alcohol in Bethel, illegal sales. If the City approved liquor license applications the community would have more control over the issue.

Hopes the City can get behind the conservation of Chinook salmon.

Council Member Springer arrived at 6:37 p.m.

Susan Taylor – Wanted to keep a focus on the heroin issue; there are support options for users within this community and if necessary out of the community. Bethel hasn't

seen the worst of the heroin issue; we can help prevent the situation before it gets out of hand.

Robert Lekander, ONC Board Member – Recalled the history of Bethel when there were sales in Bethel, asked when we are going to learn. Suggested, the City would obtain tax money if the sales of alcohol were legal in Bethel and the community would have more control over the situation.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda

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

**Removal From
The Consent**

Agenda: Pull New Business Item A from the consent agenda.

Moved by: Herman

Main Motion: Amend the agenda to move the items related to USA/United Pools to the first items under Unfinished Business.

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

VI. APPROVAL OF THE MEETING MINUTES

- Item A** – 5-06-2015 Special Meeting Minutes
 - Item B** – 5-07-2015 Special Meeting Minutes
 - Item C** – 5-11-2015 Special Meeting Minutes
 - Item D** – 5-12-2015 Regular Meeting Minutes
 - Item E** – 5-13-2015 Special Meeting Minutes
 - Item F** – 5-18-2015 Special Meeting Minutes
 - Item G** – 5-26-2015 Regular Meeting Minutes
 - Item H** – 5-27-2015 Special Meeting Minutes
 - Item I** – 5-28-2015 Special Meeting Minutes
- Passed on the consent agenda.*

VII. REPORTS ON STANDING COMMITTEES

Public Safety and Transportation Commission

Council Representative, Chuck Herman –

A recommendation will be provided to Council modifying the code regarding cab licenses. Still looking for volunteers for the Commission.

Port Commission

Port Director, Pete Williams –

The Commission will be discussing the design for the east timber wall; and the proposed Port budget. Still looking for volunteers for the Commission.

Planning Commission

Council Representative, Heather Pike –

Still looking for volunteers for the Commission.

Parks and Recreation Committee

Council Representative, Richard Robb –

A meeting was not held due to a lack of a quorum.

Finance Committee

Council Representative Leif Albertson –

A meeting has not been held since the last council meeting.

Public Works Committee –

No one present to provide a report.

Energy Committee

Council Representative, Zach Fansler –

Moving forward on the recommendations presented to Council to include working with AVEC to establish a wind study on City property as well as considering recaptured heat for the City.

Non-Standing Committee

Kuimarvik Representative, Beverly Hoffman-

Discussed some budget discrepancies with regard to the pool facility.

VIII. SPECIAL ORDER OF BUSINESS

Item A – Community Service Award Presentation to the Alaska Territorial Memorial Guard Park Board Members.

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

- 1) Bethel Spirits, LLC – Package Store License #5385.

Ana Hoffman, Bethel Spirits LLC defended Package Store Liquor License Application.

Council Member Maczynski arrived at 7:13 p.m.

- 2) North West Company, Inc. DBA Alaska Commercial Company – Package Store License #5388.

Seth Mendole, North West Company, Inc. DBA Alaska Commercial Company stated their application for a liquor license is being pulled by the company until such time the Community has voted in favor of liquor sales in Bethel.

Item C – Legislative Recap.

City Lobbyist Mary Sattler provided a legislative update to the Council.

IX. UNFINISHED BUSINESS

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

Main Motion: Approve AM 15-18.

Moved by: Springer

Seconded by: Herman

Action: Motion carries by a vote of 7-0

In favor: Robb Albertson Springer Fansler Herman Pike Maczynski

Opposed: –0

Subsidiary Motion: Suspend the rules to hear from United Pools Representatives Sean Legg and Raunika Ray and Kuimarvik Representatives.

Moved by: Springer

Seconded by: Herman

Action: Motion carries by a vote of 7-0

In favor: Robb Albertson Springer Fansler Herman Pike Maczynski

Opposed: –0

Main Motion: Postpone until the next regular City Council Meeting.

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

Main Motion: Take a ten minute break.

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

Item B – 2016 Operations Plan For YK Regional Aquatic Training And Health Center.

Main Motion: Adopt the 2016 Operations Plan.

Moved by: Pike
Seconded by: Herman
Action: Postponed

Main Motion: Postpone until the next regular meeting.

Moved by: Albertson
Seconded by: Springer
Action: Motion carries by a vote of 4-3
In favor: Albertson Springer Fansler Herman
Opposed: Robb Pike Maczynski

Item C – Public Hearing Of Ordinance 15-13: Approving The Acquisition Of Property, 1,556 Square Feet Of Space At The Courthouse Complex.

Mayor Robb opened public hearing.

No one present to be heard.

Mary Robb closed public hearing.

Main Motion: Adopt Ordinance 15-13.

Moved by: Fansler
Seconded by: Pike
Action: Motion carries by a vote of 5-2
In favor: Robb Albertson Springer Fansler Herman
Opposed: Pike Maczynski

Item D – Public Hearing Of Budget Ordinance 15-14: Fiscal Year 2016 Annual Budget.

Mayor Robb opened the public hearing.

No one present to be heard.

Mayor Robb closed the public hearing.

Main Motion: Adopt Budget Ordinance 15-14.

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

Subsidiary Motion: Suspend the rules to hear from the Finance Director, Hansel Mathlaw.

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

Primary Amendment: 10-72-626 Community Services, Senior Center Water, Sewer and Garbage to insert \$20,000.

Moved by: Springer
Seconded by: Maczynski
Action: Motion carries by a vote of 5-2
In favor: Robb Springer Fansler Pike Maczynski
Opposed: Albertson Herman

Council Member Fansler declared a conflict of interest on the motion to insert \$20,000 to the Senior Center due to his position in the Lion's club which would be receiving the benefit on behalf of the Senior Center.

Mayor Robb ruled Council Member Fansler did not have an indirect substantial financial interest in the action.

Secondary

Amendment: Amend the motion to strike \$20,000 and insert \$8,716.68.

Moved by: Herman

Seconded by: Pike

Action: Motion carries by a vote of 7-0

In favor: Robb Albertson Springer Fansler Herman Pike Maczynski

Opposed: -0

Main Motion: Postpone until the Special Budget Meeting, June 10, 2015.

Moved by: Springer

Seconded by: Pike

Action: Motion carries by a vote of 7-0

In favor: Robb Albertson Springer Fansler Herman Pike Maczynski

Opposed: -0

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

Motion to adopt was made at the May 26, 2015 Regular City

Main Motion: Council meeting.

Moved by: Fansler

Seconded by: Pike

Action: Motion carries by a vote of 7-0

In favor: Robb Albertson Springer Fansler Herman Pike Maczynski

Opposed: -0

Main Motion: Postpone indefinitely.

Moved by: Herman

Seconded by: Springer

Action: Motion carries by a vote of 6-1

In favor: Robb Albertson Springer Fansler Herman Maczynski

Opposed: Pike

Item F – AM 15-17: Direct The City Manager To Enter Into A Marine Transportation Contract With Alaska Marine Services.

Main Motion: Approve AM 15-17.

Moved by: Springer

Seconded by: Albertson

Action: Motion carries by a vote of 7-0

In favor: Robb Albertson Springer Fansler Herman Pike Maczynski

Opposed: -0

X. NEW BUSINESS

Item A – Personal Time Off Request For City Manager Capela, June 30th Through July 8th, 2015.

Main Motion: Approve Personal Time Off Request for City Manager Capela, June 30th through July 8th, 2015.

Moved by: Herman

Seconded by: Springer

Action: Motion carries by a vote of 7-0

In favor: Robb Albertson Springer Fansler Herman Pike Maczynski

Opposed: –0

XI. MAYOR'S REPORT

Council Member Byron Maczynski departed the meeting.

XII. MANAGER'S REPORT

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

Council Member Zach Fansler –

Commemorate the ATG Board for all of their hard work on the Park. Thanked the fellow council members for their work on the budget. Thanked United Pools for their willingness to work with the City on the Contract and Operations Plan. Enjoy the weather, be safe when you are on the river and while driving around time.

Council Member Chuck Herman –
No comment.

Council Member Mark Springer –

Commemorate the ATG Board for all of their hard work on the Park. Good luck to all of the fisherman this summer. Encouraged people to use the rearview mirror for dust control.

Mayor Richard Robb –
No comment.

Council Member Heather Pike –
Stay safe out there.

Vice-Mayor Albertson –
No comment.

XV. ADJOURNMENT

Main Motion: Adjourn

Moved by: Springer

Seconded by: Pike

Action: Motion carries by a vote of 6-0

In favor: Robb Albertson Springer Fansler Herman Pike

Opposed: -0

Council adjourned at 10:42 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on June 10, 2015 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Byron Maczynski
<input checked="" type="checkbox"/> Council Member Pike	<input checked="" type="checkbox"/> Council Member Chuck Herman
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Manager Ann Capela	<input checked="" type="checkbox"/> City Clerk Lori Strickler

Members Absent:
*Vice-Mayor Leif Albertson
Council Member Zack Fansler
Council Member Mark Springer*

IV. PEOPLE TO BE HEARD

Mayor Robb opened People To Be Heard.

No one present to be heard.

Mayor Robb closed People To Be Heard.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Agenda.

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

VI. UNFINISHED BUSINESS

Main Motion: Move into a committee of the whole.

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

Item A – Fire

Discussed

Item B – Police and 911

Not Discussed

Item C – Administration

Not Discussed

Item D – City Clerk

Not Discussed

Item E – Planning

Not Discussed

Item F – Finance

Not Discussed

Item G – Utility Billing

Not Discussed

Item H – Parks and Recreation

Not Discussed

Item I – Port

Not Discussed

Item J – IT

Not Discussed

Item K – Legal

Not Discussed

Item L – Public Works –

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

Discussed

Item M – Leased Properties

Not Discussed

Item N – Community Services And Transfers

Discussed

Item O – Budget General Overview

Discussed

Item P – YK Aquatic Center

Discussed

Amend to pull \$220,000 from the Designated to Capital Improvements and Depreciation Funding, and apply it to funds 51-83-771 and 51-84-771, and the corresponding transfer in the inter-fund transfer for the purpose of purchasing City Sub and Bethel Heights Water filters.

Main Motion:

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

Amend line item 40-50-645 To strike \$904,703 and to insert \$919,091 to reflect the modifications made to the proposed United Pool Budget to include \$12,480 for the Corp. Travel and \$1,908 for the cable.

Main Motion:

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

40-50-622 to insert "Analog line in the amount of \$1,260 for the Fire Detection System and the Security System at the Pool Facility."

Main Motion:

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

Main Motion: Extend the meeting to 9:10 p.m.

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

Main Motion: Amend the budget to transfer \$168, 640 from the undesignated fund balance to the general fund.

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

Main Motion: Move to extend the meeting twenty minutes.

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

Main Motion: Adjourn.

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

Council adjourned at 9:10 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

City Council Meeting Minutes

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on June 15, 2015 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Members Absent:
Council Member Byron Maczynski

IV. PEOPLE TO BE HEARD

Mayor Robb opened People to be Heard.

No one present to be heard.

Mayor Robb closed People to be Heard.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Agenda.

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

Move the Public Hearing of Ordinance 15-14 to the first item of business.

Main Motion:

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

VI. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 15-14: Fiscal Year 2016 Annual Budget.

Mayor Robb opened the Public Hearing.

No one present to be heard.

Mayor Robb closed the Public Hearing.

Main Motion: Move into a committee of the whole.

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

Main Motion: Motion to adopt Ordinance 15-14.

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

Council Member Mark Springer participated telephonically at 6:46 p.m.

Item A – Fire

Item B – Police and 911

Item C – Administration

Item D – City Clerk

Item E – Planning

Item F – Finance

Item G – Utility Billing

Item H – Parks and Recreation

Item I – Port

Item J – IT

Item K – Legal

Item L – Public Works –

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

Item M – Leased Properties

Item N – Community Services And Transfers

Item O – Budget General Overview

Item P – YK Aquatic Center

VII. NEW BUSINESS

Main Motion: Strike General Fund Revenue Police Department PC Fees line item 424 \$100,000 and insert \$5,000.

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

Main Motion: Strike General Fund Revenue Youth Center over the Counter Sales line item 435 \$6,500.

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

Main Motion: Amend line item 10-72-798 Community Services, 4H Youth Program to strike \$110,000 and insert \$112,000.

Moved by: Albertson
 Seconded by: Herman
 Action: Motion carries by a vote of 4-2
 In favor: Robb Albertson Springer Pike
 Opposed: Fansler Herman

Main Motion: Amend 10-72-626 to strike \$8,717 and insert under line item 10-72-657 \$4,220.

Moved by: Springer
Seconded by: Pike
Action: Motion divided.

Main Motion: Motion to divide the question.

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

Main Motion: Amend 10-72-626 to strike \$8,717.

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

Main Motion: Insert under line item 10-72-657 \$4,220.

Action: Motion carries by a vote of 5-1
In favor: Albertson Springer Herman Fansler Pike
Opposed: Robb

Main Motion: Amend the primary amendment to strike the line item 10-72-657 and insert 10-72-746 ONC Cash Donation for Senior Center Bus Repair.

Moved by: Albertson
Seconded by: Pike
Action: Motion carries by a vote of 5-1
In favor: Albertson Springer Herman Fansler
Opposed: Robb

Main Motion: Strike 10-61-17113 Community Service Officer/Animal Control in the amount of \$44,588.

Moved by: Herman
Seconded by: Albertson
Action: Motion tabled

Main Motion: Table.

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

Main Motion: Amend 10-66-773 Ridgecrest Drive to strike \$265,000.

Moved by:	Fansler
Seconded by:	Pike
Action:	Motion carries by a vote of 5-1
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Pike
Opposed:	<input checked="" type="checkbox"/> Robb

Council took an at ease at 8:31 p.m.

Main Motion: Extend the meeting to 9:30 p.m.

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

Main Motion: Amend 53-622 to strike \$5,500 and insert \$550.

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

Main Motion: Amend 53-55-621 to strike \$8,000.

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

Amend 10-61-668 to strike \$10,000 and insert \$5,000 at the request of the Chief of Police.

Main Motion:

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

Main Motion: Extend the meeting to 10:00 p.m.

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

Amend the budget Recycling Center to allocate 24101 Utility Foremen under 50-72(10% of base salary) to 50-71.

Main Motion:

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

Amend to include striking overtime under Recycling Center 50-72, \$3,000.

Main Motion:

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

Amend City Attorney Legal Fees, line item 10-56-642 to insert \$5,000.

Main Motion:

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

Main Motion: Extend the meeting to 10:30 p.m.

Moved by: Fansler

Seconded by: Albertson

Action: Motion carries by a vote of 6-0

In favor: Robb Albertson Springer Fansler Herman Pike

Opposed: -0

Strike \$12,480 from the United Pools Budget, Corporate Travel Expenses with the corresponding change to line item 40-50-645, Contractors Fees.

Main Motion:

Moved by: Fansler

Seconded by: Albertson

Action: Motion carries by a vote of 6-0

In favor: Robb Albertson Springer Fansler Herman Pike

Opposed: -0

Main Motion: Adjourn.

Moved by: Herman

Seconded by: Pike

Action: Motion carries by a vote of 6-0

In favor: Robb Albertson Springer Fansler Herman Pike

Opposed: -0

Council adjourned at 10:28 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports Of Standing Committees

City of Bethel, Alaska

Public Works Committee Minutes

May 20, 2015

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

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

II. ROLL CALL

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

Excused: Scott Guinn, Muzaffar Lakhani

Unexcused: Byron Maczynski, Donna Lindsey

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

III. PEOPLE TO BE HEARD

None.

IV. APPROVAL OF AGENDA

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

V. APPROVAL OF MINUTES

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

VI. SPECIAL ORDER OF BUSINESS

None.

VII. UNFINISHED BUSINESS

Item A – Water & Sewer Master Plan

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

Item B – Institutional Corridor Location of 4th Well for City Sub WTP

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

Item C – Sewer Lagoon

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

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

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

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

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

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

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

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

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

Item F – Landfill Rates

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

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

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

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

Item G – Proposed Blue Sky Estates (Hoffman Subdivision)

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

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

VIII. NEW BUSINESS

Item A – RFP for Truck Dump Site (Lagoon)

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

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

Frank Neitz – Problems with local match.

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

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

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

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

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

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

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

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

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

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

Item E – Parks, Boardwalks, and Playgrounds Maintenance

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

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

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

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

Item F – Spring Clean-Up Green-Up

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

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

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

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

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

IX. DIRECTOR'S REPORT

Public Works Monthly Report attached.

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

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

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

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

X. COMMITTEE MEMBER COMMENTS

Delbert Egoak - No comments

Robert Champagne – No comments

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

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

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

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

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

Jennifer Dobson – Left meeting early.

XI. ADJOURNMENT

TIME: 8:30pm

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

APPROVED THIS _____ DAY OF _____, 2015

Frank Neitz, Chair

Rachelle Byrd,
Recorder of Minutes

=====

Wind Turbine Benefit at the Pool

Amount of Energy produced since inception August 26, 2014 =

	Energy Savings
157,604	\$58,856.09

	2015												Total	%
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May					
KWH-AVEC	32,403	33,045	41,598	29,586	31,991	20,299	37,485	32,820	32,403	32,820	32,403	32,820	226,824	59%
KWH-Turbine	17,512	17,512	17,512	17,512	17,512	17,512	17,512	17,512	17,512	17,512	17,512	17,512	157,604	41%
KWH-related charges	\$11,922.39	\$13,191.57	\$15,565.97	\$11,071.08	\$11,971.04	\$7,092.48	\$13,097.26	\$11,467.31	\$11,922.39	\$11,467.31	\$11,922.39	\$11,467.31	\$107,301.48	
Multiplier	0.3734	\$0.3992	\$0.3742	0.3742	0.3742	0.3494	0.3494	0.3935	0.3734	0.3935	0.3734	0.3935		
Fixed (all)	\$2,844.38	\$2,905.67	\$3,137.86	\$2,769.62	\$3,061.91	\$2,689.64	\$2,672.99	\$2,672.99	\$2,844.38	\$2,672.99	\$2,844.38	\$2,672.99	25,599	
Total Charges	\$12,626.91	\$16,097.64	\$18,703.83	-\$1,138.74	\$15,032.95	\$9,782.12	\$15,770.25	\$14,140.30	\$12,626.91	\$14,140.30	\$12,626.91	\$14,140.30	113,642	
Wind Turbine Benefit	\$6,539.57	\$6,990.61	\$6,552.82	\$6,552.82	\$6,552.82	\$6,118.54	\$6,118.54	\$6,890.80	\$6,539.57	\$6,890.80	\$6,539.57	\$6,890.80	\$58,856.09	

Assumptions

Demand charge relatively fixed, so considered as such. Wind turbine actually helps to reduce demand charge by lowering the amount of KWH demanded from AVEC during each 15-min. window used to figure the demand charge.

Wind Turbine Benefit figured by dividing total wind-generated KWH produced from Sep through May by 9 (months) and then using the month block charges as multipliers. This allows each month's block charge rates to play a role in total benefit.

Grid-powered electricity was connected October 1, 2014. No September bill. Since the wind turbine was on and producing electricity during September, to figure the wind turbine benefit, an average of charges over next 7 months was used and is shown in blue.

No May bill out as of June 4, 2015, so 7-month average used for May also, since wind data was provided through May 2015.

Facts

- Northern Power began monitoring wind turbine on August 26, 2014.
- Total KWH produced (157,604) is during period Aug 26, 2014 - Jun 3, 2015.
- Percent of time system has been online: 99.7%
- Run time thus far: 6,744 hours.
- Expected life of wind turbine: 20 years at 8.3 meters/sec. or 19 mph.
- Average turbine wind speed experienced in Bethel: 6.5 mps or 14.54 mph.

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

June 11, 2015

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on June 11, 2015 in the City of Bethel Council Chambers room, in Bethel, Alaska.

Chair Joy Shantz called the meeting to order at 6:30p.m.

II. ROLL CALL:

Compromising a quorum of the Committee, the following members were present for roll call: John Guinn, Heather Pike, Kathy Hanson, Joy Shantz; Cliff Linderth was excused. Also present was recorder Betsy Jumper.

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

IV. APPROVAL OF AGENDA:

MOTION TO APPROVE THE AGENDA OF JUNE 11, 2015

MOVED:	Heather Pike	To approve the agenda
SECONDED:	John Guinn	
VOTE ON MOTION	All in favor 4 yes, 0 opposed.	

V. APPROVAL OF MINUTES:

MOTION TO APPROVE THE MINUTES MAY 14, 2015

MOVED:	Heather Pike	To postpone until next July meeting.
SECONDED:	Kathy Hanson	
VOTE ON MOTION	All in favor 4 yes, 0 opposed	

VI. COMMITTEE MEMBER COMMENTS: **Heather:** Told the members of the last Council meeting, specifically moving the Planning office to the Courthouse-shared concerns of moving to Courthouse, it would be a disservice. But do envision moving the planning office sometime within the year to accommodate the elders; **John:** had no comments; **Kathy:** was thankful that the Commission is being kept informed regarding the Blue Sky Subdivision and other updates—we're kind of in limbo as a Commission without a director—feels we're performing some service to the community; **Joy:** just to piggyback with what Heather said, I think it would be good to move the planning office, but the Courthouse is not the right place with the security unless there can be a separate entrance. Everybody enjoy your summer days.

VII. ADJOURNMENT

MOVED:	Kathy Hanson	Motion to adjourn the meeting.
SECONDED:	John Guinn	
VOTE ON MOTION	All in favor 4 yes, 0 opposed	

Next meeting will be on July 9, 2015

_____, Joy Shantz, Chairperson
 ATTEST: _____, Betsy Jumper, Recorder

=====



Planning Commission Meeting Agenda

Regular Meeting Thursday, June 11, 2015 - 6:30PM
City Hall Council Chambers 300 Chief Eddie Hoffman Highway

MEMBERS

Joy Shantz
Chair
Term Expires
12 2015

John Guinn
Vice-Chair
Term Expires
12 2015

Heather Pike
Council Rep.
Term Expires
10 2015

Kathy Hanson
Committee Member
Term Expires
12/2016

Cliff Funderoth
Committee Member
Term Expires
12 2016

Vacant
City Planner
Ex-Officio Member

Betsy Jumper
Recorder

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD (5 Minute Limit)
- IV. APPROVAL OF THE MINUTES OF THE MAY 14, 2015 MEETING
- V. APPROVAL OF THE AGENDA
- VI. COMMISSIONER COMMENTS
- VII. ADJOURNMENT



City of Bethel

Port Commission Meeting Agenda

Regularly Scheduled Meeting

June 15, 2015 - 7 pm

City Council Chambers, City Hall, Bethel, AK



Commissioners

Alan Murphy
Chair

Term Expires 2015
(907)543-2805

Greg Roczicka
Vice-Chair

Term Expires 2017
(907)543-2903
groczicka@hotmail.com

Mark Springer
Council Rep.

Term Expires 2015
(907)543-1297
mspringer@cityofbethel.net

Richard Pope
Port Commissioner
Term Expires 2017

(907)543-1900
bethelalaskapc@qci.net

Thomas Oosterman
Port Commissioner
Term Expires 2018
(907)543-

Ex-Officio

Peter A. Williams,
Port Director
(907)545-4150

pwilliams@cityofbethel.net

Edward Flores
Port Admin
(907)543-2310

eflores@cityofbethel.net

- i. CALL TO ORDER
- ii. ROLL CALL
- iii. PEOPLE TO BE HEARD
- iv. APPROVAL OF AGENDA
- v. APPROVAL OF MINUTES FROM THE REGULAR MEETINGS
APPROVAL OF MINUTES FROM THE REGULAR MEETINGS APRIL 2015
- vi. SPECIAL ORDER OF BUSINESS
- vii. DEPARTMENT HEAD COMMENTS
- viii. UNFINISHED BUSINESS
- ix. NEW BUSINESS
PORT OFFICE
EAST TIMBER WALL
BUDGET
- x. COMMISSION MEMBER'S COMMENTS
- xi. ADJOURNMENT



Public Works Committee Agenda
 Regular Meeting Wednesday, June 17, 2015 - 6:30PM
 City Hall, Council Chambers

MEMBERS

- Byron Maczynski
Council Rep
Term Expires
06/2016
- Frank Neitz
Chair
Term Expires
12/2016
- Scott Gunnar
Vice Chair
Term Expires
12/2016
- Robert Champagne
Committee Member
Term Expires
12/2017
- Jennifer Dobson
Committee Member
Term Expires
12/2017
- Thomas Fustles
Committee Member
Term Expires
12/2017
- George H. Boyd
Committee Member
Term Expires
12/2017
- Wade Ferdig
Alternate Member
Term Expires
12/2017
- Joseph Klerka
Alternate Member
Term Expires
12/2017
- Michael Estrom
Committee Member
Term Expires
12/2017
- Richard Wolf
Committee Member
Term Expires
12/2017

AGENDA

- I CALL TO ORDER
- II ROLL CALL
- III PEOPLE TO BE HEARD (5 Minute Limit)
- IV APPROVAL OF AGENDA
- V APPROVAL OF MINUTES
 - A Minutes from the previous regular meeting -
- May 20, 2015 (there was a meeting)
- VI SPECIAL ORDER OF BUSINESS
- VII UNFINISHED BUSINESS
 - A Water & Sewer Master Plan Institutional Corridor Location of 4th Well for CSWTP - Frank Neitz
 - B Sewer Lagoon - Frank Neitz
 - C Ridgecrest Dr. Rehabilitation Project at the School - Traffic Light System at near the Schools on Ridgecrest - Frank Neitz
 - D Landfill Rates - Jennifer Dobson
 - E Proposed Blue Sky Estates (Hoffman Subdivision) - Frank Neitz
 - F RFP for Truck Dump Site (lagoon) - Frank Neitz
 - G Ridgecrest Road- cost of project and local match - Frank Neitz
 - H New Soccer Field and Road in Pinky's Park- approximately 1300 loads of sand and grading and gravel road work to be performed by Public Works Department as local match for grant - Frank Neitz
 - I Additional Sand and Grading for Community Garden work to be performed by Public Works Dept - Frank Neitz
 - J Park Maintenance Boardwalks and Playgrounds - Frank Neitz
 - K Spring Clean-Up Green-Up - Frank Neitz
 - L Water Treatment Plant Operator Staff Certification and Filter Media - Jennifer Dobson
 - M Wind Turbine Pool Cost Analysis - Frank Neitz
 - N Bus Shelters Grant- put together by Public Works - Frank Neitz
 - O Plan for Public Works Organizational Structure (how to fit in with City requests, etc) - Frank Neitz
- VIII NEW BUSINESS
 - A Acceptance of Wade Ferdig's Resignation from Public Works Committee
 - B Operational Evaluation of WTPs in Collaboration with Mid-Range Water Association (ARWA) - Jennifer Dobson
- IX DIRECTOR'S REPORT
- X MEMBER COMMENTS
- XI ADJOURNMENT

Regular Public Works Department

7:00 PM - 7:30 PM City Hall 1st Floor - Council Chambers - Room 100

Unfinished Business

City of Bethel Action Memorandum

Action memorandum No.	15-18		
Date action introduced:	05-26-2015	Introduced by:	City Manager Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Direct the City Manager to enter into the Amended Operations and Maintenance Contract with USA Pools

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

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

Summary:

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

Highlights of the changes are:

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

City of Bethel Action Memorandum

Action memorandum No.	15-18		
Date action introduced:	05-26-2015	Introduced by:	City Manager Capela
Date action taken:		<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
Confirmed by:			

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

Yukon Kuskokwim Regional Aquatic Health & Safety Center

City of Bethel, Alaska

Amended Operations and Maintenance Contract

USA POOLS MANGEMENT, INC.

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

**Operations and Maintenance Contract
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Exhibit A: Assigned Land, Real Property Improvements and Equipment Inventory

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

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

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

Exhibit E: 2015 Annual Operation's Plan

Exhibit F: 2015 Operating Budget

IDENTIFICATION OF THE PARTIES:

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

WITNESSETH:

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

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

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

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

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

SEC. 1. TERM OF THE CONTRACT

This contract shall be effective as of July ~~9~~1, ~~2014~~15 and shall be effective until it's expiration on June 30, 2016. At the option of the City, this contract may be extended for up to two (2), two year periods. Either the City or the Operator may request an extension of this Agreement but in no event shall the request be made less than one hundred twenty (120) calendar days in advance of the expiration of the current term. The maximum period of performance under this Agreement is through June 30, 2020.

Contract extensions shall be accomplished by a contract amendment.

SEC. 2. DEFINITIONS

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

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

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

SEC. 3. SERVICES AND OPERATIONS

a) Required and Authorized Services

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

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

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

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

Description	Due Date	Reference Section
Start-Up Plan	As finalized with this contract	Exhibit B
Start-Up Budget	As finalized with this contract	Exhibit C
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 15 th	In accordance with Section 3.d
• Subsequent Final Annual Operations Plan	Annually, no later than March 15 th	via contract amendment
Operations Budgets		

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

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

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

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

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

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

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

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

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

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

f) Policy and Standard Operating Procedures Manual - The Operator is to prepare and submit to the City for approval, a Policy and Standard Operating Procedures Manual. The Manual shall be developed and submitted during the Start-up period. The Policy and Standard Operating Procedures Manual shall include, but is not limited to:

- ✓ Maintenance, incorporating the manufacturers recommended procedure to comply with and maintain warranties of new equipment.
- ✓ Risk management including life safety, an emergency action plan, emergency closures, notifications, etc.
- ✓ Fiscal Responsibility including accounting practices, purchasing and purchasing authorizations, inventory control, cash management, and time card management.
- ✓ Human Resources including local work force development, pre-employment screening, written job descriptions with certification requirements, hiring, training, and training records management, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees.

g) Transition Plan - Operator shall provide City with a draft transition plan, for the City's review and approval, no later than June 30, 2015. The transition plan will provide for the orderly transfer of responsibilities, technical information, manuals and plans, maintenance logs, inventory and locally trained staff to a new operator. The plan will specifically identify which records are to be retained by the current Operator.

h) Merchandise and Services - The City reserves the right to determine and control the nature, type and quality of the services described in this Contract, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Operator within the Facility.

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

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

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

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

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

4) OPERATOR PERSONNEL

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

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

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

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

5) LEGAL, REGULATORY, AND POLICY COMPLIANCE

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

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

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

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

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

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

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

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

And

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

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

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

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

6) ENVIRONMENTAL MANAGEMENT

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

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

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

7) FACILITIES USED IN OPERATION BY THE OPERATOR

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

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

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

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

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

may deem necessary for the administration of this contract.

e) Personal Property

1) The City will provide certain items of personal property, including without limitation removable equipment, furniture and goods, for the Operator's use in the performance of this Contract. The City hereby assigns personal property listed in Exhibit A – Assigned Land, Real Property Improvements and Equipment.

2) Personal Property Provided by the Operator. The Operator shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this Contract, unless such personal property is provided by the City as set forth above.

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

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

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

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

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

8) CONSTRUCTION OR INSTALLATION OF REAL PROPERTY IMPROVEMENTS

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

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

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

9) MAINTENANCE

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

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

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

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

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

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

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

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

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

10) IDEMNIFICATION AND INSURANCE

a) Indemnification

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

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

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

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

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

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

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

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

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

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

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

11) BONDS

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

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

12) ACCOUNTING RECORDS AND REPORTS

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

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

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

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

- i. The City shall notify the Operator in writing that the City has estimated the amount of sales and revenue, stating the estimated amount. The City shall serve the notice on the Operator by delivering the notice to the Operator as per the notice section in this Contract.
 - ii. The City's estimate shall become a final determination unless:
 - a) The Operator, within thirty (30) days after service of notice of the estimate, files a formal appeal to the City Manager; or
 - b) The Operator files a complete and accurate financial statement indicating the figures in question and explaining them to the satisfaction of the City.
 - c) In either event above, Operator consents to an independent audit and agrees to cooperate fully with the audit process.
 - iii. The City may request, and the Operator must furnish, any additional information deemed necessary for a correct evaluation of the finances of the Facility.
 - iv. The City has the right to demand an audit at any time for any reason. For purposes of an audit, the Operator agrees to cooperate by providing, upon reasonable notice, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the request by the finance director.
- f) **Sales Tax Records** –Operator shall familiarize themselves with, at a minimum, that portion of the Bethel Municipal Code (hereinafter "Code") which deals with Sales Tax. Operator shall collect the appropriate sales taxes for each sale and rental at the facility (currently 6%). The taxes shall be in addition to the sales and rental costs. Operator -and shall file a City of Bethel tax return form and shall remit the appropriate taxes as per the Code and any subsequent amendments thereto. Operator will be allowed "time" to change systems currently in place to accommodate adding sales tax to each item sold.

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**

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

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

d) Requirements in the Event of Termination or Expiration

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

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

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

14) COMPENSATION

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

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

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

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

c) **Invoicing -**

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

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

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

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

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.

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16) GENERAL PROVISIONS

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

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

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

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

By: _____

Title: President Date: _____

CITY: CITY OF BETHEL

By: _____

Ann K. Capela, City Manager Date: _____

Title: Interim City Manager Date: _____

END OF DOCUMENT



YKFC Operations Plan

July 1, 2015 through June 30, 2016

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June 30, 2016

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

Labor

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

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

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

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

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

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

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

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

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



June 30, 2016

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

Days and Hours of Operation

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

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

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

Special Holiday Hours:

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

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

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



June 30, 2016

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

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

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

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

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

Fitness Room: As scheduled for around programs

Natorium:

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

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

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

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

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

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

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



June 30, 2016

Usage Fees

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

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

Admission categories are as follows:

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

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

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

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

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



June 30, 2016

on cost of goods acquired.

Monthly Membership Fee:

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

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

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

Annual Membership Fee:

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

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

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

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

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

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

Entire Facility:

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



June 30, 2016

scheduled to be closed. -

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

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

Comment [p11]: What does this sentence mean?

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

Programs and Fees

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

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



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

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

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

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

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

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

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



June 30, 2016

Fitness and Exercise Programs

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

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

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

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

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

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June 30, 2016

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

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

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

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

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

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

Comment [p18]: If the class is blocked for 1 hour, registrants believe they are paying for 1 hour. It is strongly suggested that we either give them the entire hour or charge them less for only getting ¾ of the hour and advertise that the class is only 45 minutes.

Other classes can and will be added as needed and as can be supported by qualified instructors. The specialty classes could include various martial arts or dance type classes.

Concessions and Pro-shop

Concessions: The Concessions area will generally open later in the day and close 30 minutes prior to the facility closing. Early closing of the concessions area insures that the guest will have time to consume their purchase as well as the staff close out their cash drawers. Customer Service Representatives will operate the concessions; additional staff will be added during peak hours. The hours of operation will be:

Comment [p19]: A lot of morning users have stated they would purchase food in the morning if the concession were open. They wouldn't mind purchasing oatmeal and/or granola bars, fruits, etc., after working out early in the morning. Is this possible?

Monday: CLOSED TO PUBLIC
 Tuesday – Friday: 11:00am – 8:30pm
 Saturday: 10:00am – 7:30pm
 Sunday: 10:00am-30am – 7:30pm

The Concession will offer a variety of foods and snacks with a focus on healthy choices. Prices will be clearly posted. Healthy food and snack choices will be more attractively priced to encourage better choices. Concessions items include the following:

Food or Snack	Sell price	Drinks	Sell price
Pizza (Personal)	\$ 5.50	*Bottled Water	\$ 2.50
Hot Dog	\$ 3.75	Gatorade	\$ 5.00
Chili Dog	\$ 4.50	Hot Chocolate	\$ 1.25
Corn Dog	\$ 2.75	Canned Soda	\$ 3.50
Popcorn	\$ 1.25	Juice	\$ 2.00
Nachos	\$ 4.50	Coffee	\$ 1.25



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Granola Bar (variety)	\$ 1.50	Sandwiches	\$ 4.75
Crackers, peanut butter or cheese	\$ 1.00	Juice Boxes	\$ TBD
Nuts	\$ 2.00		
Raisins	\$ 1.00		
Soft Serve Pretzel	\$ 3.00		
Supreme Pizza	\$ 5.75		
Candy	\$ 2.00		
Slushies	\$ 2.00		
Fruit Snacks	\$ 1.00		
Pop Chips	\$ 2.50		
Vitamin Water	\$ TBD		
Protein Drinks	\$ TBD		

Pro-Shop: The pro-shop will be run by a customer service representative. The pro-shop will close 30 minutes before the facility closes. Use of credit cards will be encouraged; however cash will be accepted.

The pro-shop will sell a variety of swimwear and accessories set up on a movable cart. All items will be priced or the sale price clearly indicated. Pro-shop items will include the following:

Item	Price	Item	Price
Women's one piece suit	\$ 32.00	Fun Kids Kickboards	\$ 14.00
Girls one piece suit	\$ 28.00	Regular Kickboards	\$ 16.00
Men's swim trunks	\$ 25.00	Pull buoy	\$ 11.50
Boy's swim trunks	\$ 23.00	1 Use - Towels	\$ 5.25
Silicon swim cap	\$ 12.00	Shammy Towel	\$ 14.00
Fun Kids Goggles	\$ 7.50	Water Wings	\$ 3.00
Anti Fog Goggle	\$ 8.00	Swim diapers	\$ 2.00
Anti Fog Swedish Goggle	\$ 18.00	Mesh bag	\$ 13.00
Locker Locks	\$ 10.00	Ear Plugs	\$ 4.75
Hand Paddles	\$ 9.00	Nose Plugs	\$ 3.00
Dive Rings	\$ 9.00	T Shirts	\$ 30.00
Fitness Gloves	\$ 15.00	Socks	\$ TBD
Ear Buds	\$ 4.50	Active Band (fitbit style)	\$ 25.00



June 30, 2016

Facility and Pool Management

USA Pools will utilize our standard approach to managing underage children and any discipline, if needed. Our primary concern is safety of both the individual user and the other users. Safety will always be the over-riding concern. The following is our approach.

Underage Children: Children ages 12 and under must be accompanied by a legal guardian age 18 years or older. Children ages 13-17 must take a "swim test" to enter the pool area by themselves. Upon completing the swim test a parent/legal guardian must sign a waiver giving USA Pools authority to administer emergency care to child. Additionally, USA Pools requires 2 separate contacts to be on file for the child.

Comment [p20]: Concern: I've been there numerous times with kids and not once was this done.

Comment [p21]: Again, legal should review the waiver to ensure the City is protected

"Swim Test" consists of:

Swim 1 length of the pool

Float on back for 25 seconds

Tread water in deep end of pool for 60 seconds (hands may be used)

Should a diving board be on site – demonstrate child can use in a safe manner (jump off board, swim to side – onsite staff to make judgment call)

Should a moving water attraction be on site - demonstrate child can use in a safe manner

Discipline: Facility/Pool Rules will be posted in a conspicuous place for all users to read and understand. USA Pools will provide staff to answer any questions about the guidelines set by the facility. Should an infraction in the rules or unsafe behavior occur, the staff has express authority to discipline the individual.

The guidelines the staff uses to discipline the user if an infraction in the rules occurs is as follows:

1st time – Whistle will be blown and a warning will be given

2nd time – Whistle will be blown and a "time out" will be assessed (not to exceed 15 minutes)

3rd time – Whistle will be blown and the user will be asked to leave the facility for the day

Should a user be asked to leave the facility, proper company documentation will be filled out and the police will be called for an official police report.

Should the same individual be asked to leave more than 3 times in a rolling 30 day period, they will be suspended from the facility for 6 months. No refunds or credits will be given to those asked to leave the facility (regardless of the membership level).



June 30, 2016

Ongoing Staffing and Training

This section concerns the ongoing staffing and training needs as a result of natural staff turnover, refresher classes and staying current within the industry.

For back-filling positions, USA Pools standard job descriptions will be used. Applicants apply on our website or may present paper applications at the facility. Applicants are interviewed and screened through our personality checklist.

On-going training for the Facilities Director and the Programs Director will include:

- NSPF Certifications
- American Red Cross (ARC) Certifications
- Hospitality Training (typically done with the Walt Disney Company)

On-going training for the wage grade employees includes:

- Bi-weekly Staff Meetings
- Pass-through Hospitality Training
- Safety Audits Quarterly
- Fitness Audits Quarterly

As outlined in our start-up plan, training begins immediately for back-filled and/or new hourly wage employees and includes:

- After Interview procedures and policies test
- In-service Training
- Onsite Facility Operations Training
- Review Test prior to their second pay period
- Any Certifications needed to perform their associated duties

Training will include both print materials and videos and be administered by the Facility Director or USA Pools Staff.

USA Pools partners with the American Red Cross and the National Swimming Pool Foundation to implement all Aquatics safety training certifications. The Facilities Director and Programs Director will both have certifications necessary to conduct classes and administer tests for lifeguards.

Advertising and Marketing

The Programs Director is responsible for the on going advertising and marketing of the facility. Advertising will include radio spots and printed material distributed around the City. USA Pools will sub-contract with their standard social media managers for maintaining the website and



June 30, 2016

Facebook pages. Giveaways will be designed to promote the use of the facility. Special events such as Dive-in Movies and "Ladies Night" will be regularly scheduled.

Radio - Radio ads will run ranging from multiple times a week to daily basis. Programming and special events being held at the facility will be a high point for radio advertisements. Our marketing team will work with local radio stations to produce a string of advertisements to be "aired".

Social Media and City's Website –(find out how to get on "bethel bargains") social media – everyone in Bethel is on facebook on Bethel Bargains.) We currently have three social media outlets setup for the facility including: Facebook, Twitter, and Instagram. Through these outlets we will be pushing advertising and marketing on a daily basis. Content will include facility information, facility updates and upcoming events. These outlets and the facility website will be updated by our marketing team as well as the Facility and Program Directors.

Printed materials - Monthly scheduling and facility events will be posted throughout the city by flyers, brochures and mailers. Our marketing team will work with the Programs Director to get these printed materials made and distributed.

~~Village Outreach – The Travel budget for village outreach has been deleted for now. The intent is that the Programs Director will coordinate and partner with other entities that have regular interface with the villages. Informational materials will be supplied. The materials will provide basic information about the facility. This element of the budget may need to be re-visited at a later date.~~

The Program Director is responsible for the ongoing advertising and marketing of the Facility. Social media sites and the website will be subcontracted. All other advertising will be done by the Program Director.

~~One month before each quarter the Program Director will provide an advertising plan to the City Manager for review and approval. (For example, in June, an advertising plan will be submitted for the months of July – September. In September, an advertising plan will be submitted for the months of October – December. Etc.).~~

Facility and Pool Maintenance, Utilities

There are three distinct levels of maintenance involved with the facility: Daily Cleaning, Pool Maintenance, and Periodic/Preventative Facility Maintenance.

Daily Cleaning: Cleaners will maintain the facility in a clean and orderly manner. Floors will be swept, mopped or vacuumed. Toilet rooms will be cleaned and re-stocked. Horizontal surfaces will be dusted and cleaned as needed. Equipment will be re-arranged to original status. Windows



June 30, 2016

and doors cleaned as needed. The facility will be cleaned after closing each evening. Heavier cleaning will be scheduled on Monday's when the facility is closed to the public. This cleaning may include, but will in no way be limited to, re-polishing floors, shampooing carpets, and deep cleaning bathrooms, showers and work-out equipment.

Pool Maintenance: Pool maintenance will be overseen by the Certified Pool Operator, the Facility Director in this case. Water testing, daily logs, and reporting are included. The Operations and Maintenance Manual goes into much greater detail. After the installation of the pool cover, staff will place the cover each evening and remove it every morning before lap swim. Sand removal from the bottom of the pool as well as a thorough cleaning of the pool and natatorium will occur on Monday's while the Facility is closed to the public.

Facility Maintenance: Facility maintenance will be provided through local labor and contractors. The Facility Director serves as the coordinating point of contact for these services. Fire Alarms and Security Alarms will be monitored by SimplexGrinnell. The Heating Ventilating Air Conditioning (HVAC) systems will be monitored and possibly remotely adjusted by Mechanical Systems Inc. (MSI). Periodic inspection and maintenance of the HVAC systems will be provided by MSI and the onsite staff to include air filter changes. For less skilled tasks such as gypsum wallboard repair and painting, and light bulb changes, local labor will be engaged.

Note that snowplowing of the parking lot and maintenance of the wind turbine are the responsibility of the City of Bethel.

Utilities: The City of Bethel is responsible for directly paying for electricity, water/sewer,, solid waste disposal fuel oil and Internet connectivity. The Facility Director will coordinate with the City as needed to ensure continuous operations. The Facility Director will also directly coordinate with the water plant personnel when re-fill operations are required.

USA Pools will manage and budget for telephone service, cell phone service for management personnel, cable TV for the exercise equipment, and any hazardous materials waste.

Comment [p22]: Does not address who has been contacted and approved for these smaller repairs. A maintenance plan is overdue and requested so that all of the difficulties experienced at the pool can be addressed and all of us are 'on the same page'

Comment [p23]: City will likely consider removing internet for the public due to the high cost

New Business

Introduced by: Mayor Robb
Date: June 23, 2015
Public Hearing: July 14, 2015
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #15-15

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE CHAPTER 2.04.140, CITY COUNCIL, ORGANIZATION OF COUNCIL

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

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

SECTION 2. Amending BMC Title 2 The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

2.04.140 Organization of council.

A. Newly elected and reelected councilmembers shall be sworn in at the first (1st) regular council meeting following certification of the election. The council shall then meet on the first (1st) Monday after certification of the regular election and elect from among its members a mayor and a vice mayor who shall take office immediately. If the first Monday following the certification of the election is a federal, state or city holiday, the council shall meet the first (1st) Tuesday after certification of the election. For purposes of this subsection A, certification of a regular election in which there is a runoff election occurs when the runoff election results are certified.

B. The term of the mayor expires upon the earlier of the election of a new mayor or the swearing in of the newly elected councilmember who replaces the councilmember who is the mayor. The mayor may serve only while a member of the council regardless of the term established for the office of mayor.

C. The term of the vice mayor expires in the same manner as provided for the mayor.

D. The term of a councilmember shall be two (2) years.

E. If there is a vacancy in the mayor and vice mayor's position during the interim period from certification of the newly elected councilmembers until the election of a new

Introduced by: Mayor Robb
Date: June 23, 2015
Public Hearing: July 14, 2015
Action:
Vote:

mayor and vice mayor, the council shall follow BMC 2.04.070 and elect a mayor pro tempore to preside until a mayor is elected.

F. The mayor shall appoint councilmembers to such special or adhoc council committees as the mayor may establish and shall appoint councilmembers to such standing council committees as the council establishes pursuant to BMC2.52.020. Appointees to council committees serve at the pleasure of the council. The term of council committee members expires annually upon the election of the mayor.

SECTION 3. Effective Date. This Title shall become effective immediately upon the passage by the City Council.

ENACTED THIS 14 DAY OF JULY 2015, BY A VOTE OF __ IN FAVOR AND __ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	15-19		
Date action introduced:	6-23-2015	Introduced by:	City Manager Capela
Date action taken:		<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION: Approve the Contract Agreement language for the Part Time Assistant to the City Clerk/City Manager Positions and authorizing the signing of said agreement by the City Clerk and the City Manager when appropriate.

Route to:	Department/Individual:	Initials:	Remarks:
X	City Manager	<i>AKC</i>	
X	Finance Director		
X	City Attorney	<i>PTB</i>	
X	Human Resource Director	<i>AKC</i>	

Amount of fiscal impact:		Account information:
\$12,070	Funds are budgeted for.	10-51-501
\$12,070		10-52-501
(This total includes overtime and benefits)		

Summary:

The Fiscal Year 2016 Operating Budget allocates funds to Administration Personnel and City Clerk Personnel for the hiring of one individual for each office, at a rate of \$17.81 per hour for an average of 12 hours a week. Due to the nature of the work, the person hired would work under an employment agreement as opposed to being governed strictly by Bethel Municipal Code Title 3, Personnel. Where the contract is silent, BMC Title 3 would rule.

The attached proposed Employment Agreement allows for the following breakdown for benefits:

SALARIES	11,113
Overtime	500
Medicare (1.45% of Salary)	168
Unemployment (0.80% of Salary)	93
Workers' Compensation	196
TOTAL PERSONNEL	12,070

City of Bethel Action Memorandum

Action memorandum No.	15-19		
Date action introduced:	6-23-2015	Introduced by:	City Manager Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Summary Points:

The duration of the contract will be two years and the employee would be considered contract, exempt; the City would have the option to terminate at any point.

The employee may receive an annual increase of zero to three percent after a satisfactory evaluation.

The contract employee would earn Personal Time Off at a rate of five hours per month of service, with a maximum accrual of 100 hours. There is zero cash out value to the leave accrued. Additionally, the employee would have holiday pay if the City recognized holiday fell on their normal day of work.

Among the duties of the Employee, are preparation and posting of the city council meeting agendas, preparation of city council meeting minutes, assistance in preparing for and administering elections, assistance in processing burial permits, passports, check requests and travel authorizations, records management and other duties as assigned and as directed by the City Clerk.

Section 2 Term

- A. Employee shall serve at the pleasure of the City Clerk and is an at-will employee of the City.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee at any time with or without cause or the right of the employee to resign at any time upon reasonable notice.
- C. For any disciplinary decisions or termination, the City shall comply with the provisions of its insurance policy endorsements.
- D. In the event Employee voluntarily resigns the position with Employer before the duration of this Agreement has expired, the Employee shall give Employer a minimum of fourteen (14) days advance written notice of resignation in order to be eligible for rehire with the City of Bethel.

Section 3 Duration

- A. This Agreement expressly supersedes the provisions of any other previous agreement and is the sole and complete agreement between the Employer and Employee. This agreement shall become effective when signed by the Employer and Employee and shall continue in full force and effect for a period of two (2) years unless earlier terminated by either Employer or Employee in accordance with Section 2 of this Agreement. This Agreement may not be modified except in writing signed by both parties.

Section 4 Salary and Benefits

- A. City agrees to compensate Employee at an hourly rate of seventeen dollars and eighty-one cents (\$17.81) payable in installments at the same time as other employees of the Employer.

- B. Upon a satisfactory annual performance evaluation, Employee's base salary may be increased between zero and 3% at the discretion of the City Clerk.
- C. Employee is subject to all City personnel policies and procedures laid out in the Bethel Municipal Code and in separate policies.
- D. This position is not eligible or and will not be enrolled in the Alaska Public Employees Retirement System (PERS). Instead the position will be subject to social security withholdings.
- E. Personal Time Off (PTO): PTO shall accrue at the rate of 5 hours per month of service. PTO can be accumulated up to a maximum accrual of 100 hours. PTO shall be utilized for the illness of the Employee, or illness in the Employee's immediate family, or vacation purposes. Unscheduled PTO shall be utilized only for the illness of the Employee or illness in the Employee's immediate family. Should the Employee be absent for more than three (3) consecutive working days, the Employee shall be required to provide a physician's certificate to the City Clerk. Should the City Clerk request, the Employee shall provide a physician's certificate to justify a pattern of unscheduled absences. Unused PTO hours shall revert back to the City at the time of termination.
- F. Jury Duty. If summoned to jury duty, the City will grant Employee administrative leave to attend jury duty. Service in court when subpoenaed as a witness on behalf of the City shall be treated the same as jury duty. To qualify for jury or witness duty leave, Employee must submit a copy of the summons or subpoena to the City Clerk as soon as practicable after receipt.
- G. Holidays. Holiday pay will be provided to Employee if a City recognized holiday falls on the Employees regularly scheduled work day at straight time equivalent of the hours normally scheduled for that day.
- H. Family Medical Leave. Family Medical Leave will be granted as required by law.
- I. Worker's Compensation. Should the Employee become injured on the job, he/she will be entitled to the compensation benefits as provided by Alaska's Worker's Compensation Act.
- J. Administrative Leave. The Employee may be granted administrative leave with pay by the City Clerk for reason's specified, including attendance at professional conferences.
- K. Uniformed Service Leave. Uniformed service leave will be granted as required by law.

Section 5 Performance Evaluation

- A. Employee shall be evaluated in writing by the City Clerk annually on or about January 27. The City Clerk shall determine the content of the document used to evaluate Employee, and shall make the document available to Employee for review.
- B. Evaluation of the performance of the Employee shall be directed toward improving the performance of the Employee. However, evaluations shall also serve as a method for gathering information relevant to employee's performance and continued employment.

Section 6 Hours/Days of Work

- A. Employee's position is a part-time position not to exceed twelve (12) hours per week. Employee is expected to monitor their hours and manage their time in order to not exceed those hours without the express approval of the City Clerk or their designee.
- B. Employee is expected to work twelve (12) hours a week unless leave has been approved, and will be required to work more hours within a week during the election season and while the City Clerk is on leave. The total number of hours worked within a budget year must not exceed 624 hours unless written approval is provided by the City Clerk.
- C. Employee and the City Clerk will work out a schedule for the Employee in accordance with the work load of the office. Because Employee's position is a highly sensitive and confidential position expected to assist in the critical functions of operating the City Clerk's Office, Employee's hours and days of work will reflect the needs of the City Clerk's Office. Those needs may include evenings and weekends.
- D. Employee may not work in excess of eight (8) hours a day without prior written approval from the City Clerk.

Section 7 Outside Employment

Employee may engage in outside employment with the prior approval of the City Clerk. Generally, outside employment will be approved if it:

- Does not conflict with Employee's responsibilities at the City, including Employee's ability to work evenings and weekends as required in the position;
- Does not interfere with Employee's performance at the City;

Part Time Administrative Assistant to the City Clerk -Contract with City of Bethel

Page | 4

- Does not prove detrimental to the interests of the City;
- Does not involve a conflict of interest or the appearance of a conflict of interest; and
- Does not involve the use of confidential or proprietary information of the City or its customers.

Section 8 Notices

(1) EMPLOYER: City of Bethel
 c/o City Clerk, Lori Strickler
 P.O. Box 1388
 Bethel, Alaska 99559

(2) EMPLOYEE: NAME
 P.O. Box
 Bethel, Alaska 99559

Section 9 General Provisions

- A. This Agreement constitutes the entire agreement between both parties. Any modification or amendment shall be enforceable only if approved by a written document executed by both parties.
- B. In any provisions or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. Any civil action arising from this Agreement shall be brought in the superior court for the Fourth Judicial District of the State of Alaska at Bethel, Alaska. The laws of the State of Alaska and the City of Bethel shall govern the rights and obligations of the parties.
- D. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.
- E. This Agreement which includes one attachment (a job description) embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other

Part Time Administrative Assistant to the City Clerk -Contract with City of Bethel

than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

- F. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.
- G. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.
- H. The Employee acknowledges that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.
- I. This Agreement may be executed by the parties hereto individually or in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

CITY OF BETHEL

EMPLOYEE

Lori Strickler, City Clerk

NAME

Dated: _____

Dated: _____



EMPLOYMENT AGREEMENT

BETWEEN CITY OF BETHEL AND

THIS AGREEMENT is entered into this _____ day of June, 2015, by and between the City of Bethel, Alaska, a municipal corporation, hereinafter referred to as "Employer" and _____, an individual, hereinafter referred to as "Employee". Wherein the parties agree and understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said Employee as a Part Time Administrative Assistant to the City Manager of the City.

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City to secure and retain the services of Employee by and through the terms of this Agreement; and

WHEREAS, Employee desires to accept employment as a Part Time Administrative Assistant to the City Manager pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Employer and Employee agree as follows:

Section 1 POWERS AND DUTIES

Employer hereby agrees to employ _____ as a Part Time Administrative Assistant to the City Manager of the City of Bethel, Alaska to perform the function, powers and duties specified in Part Time Administrative Assistant to the City Manager job Description (Appendix A), Bethel ordinances, and other legal and proper duties and functions as the City shall from time to time assign.

Among the duties of the Employee, are assisting the City Manager with duties such as but not limited to; assisting with public inquires, arranging meetings, scheduling, filing, assembling research documents, reaching out to City Departments, Administration check request, financial accounting, ordering office supplies, keeping financial records, communications follow up and any other job duties that may be assigned by the City Manager.

Section 2 Terms

- A. Employee shall serve at the appointment of the City Manager and is an at-will employee of the City.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee at any time with or without cause or the right of the employee to resign at any time upon reasonable notice.
- C. For any disciplinary decisions or termination, the City shall comply with the provisions of its insurance policy endorsements.
- D. In the event Employee voluntarily resigns the position with Employer before the duration of this Agreement has expired, the Employee shall give Employer a minimum of fourteen (14) days advance written notice of resignation in order to be eligible for rehire with the City of Bethel.

Section 3 Duration

- A. This Agreement expressly supersedes the provisions of any other previous agreement and is the sole and complete agreement between the Employer and Employee. This agreement shall become effective when signed by the Employer and Employee and shall continue in full force and effect for a period of two (2) years unless earlier terminated by either Employer or Employee in accordance with Section 2 of this Agreement. This Agreement may not be modified except in writing signed by both parties.

Section 4 Salary and Benefits

- A. City agrees to compensate Employee at an hourly rate of seventeen dollars and eighty-one cents (\$17.81) payable in installments at the same time as other employees of the Employer.

- B. Upon a satisfactory annual performance evaluation, Employee's base salary may be increased between zero and 3% at the discretion of the City Manager.
- C. Employee is subject to all City personnel policies and procedures laid out in the Bethel Municipal Code and in separate policies.
- D. This position is not eligible or and will not be enrolled in the Alaska Public Employees Retirement System (PERS). Instead the position will be subject to social security withholdings.
- E. Personal Time Off (PTO): PTO shall accrue at the rate of 5 hours per month of service. PTO can be accumulated up to a maximum accrual of 100 hours. PTO shall be utilized for the illness of the Employee, or illness in the Employee's immediate family, or vacation purposes. Unscheduled PTO shall be utilized only for the illness of the Employee or illness in the Employee's immediate family. Should the Employee be absent for more than three (3) consecutive working days, the Employee shall be required to provide a physician's certificate to the City Manager. Should the City Manager request, the Employee shall provide a physician's certificate to justify a pattern of unscheduled absences. Unused PTO hours shall revert back to the City at the time of termination.
- F. Jury Duty. If summoned to jury duty, the City will grant Employee administrative leave to attend jury duty. Service in court when subpoenaed as a witness on behalf of the City shall be treated the same as jury duty. To qualify for jury or witness duty leave, Employee must submit a copy of the summons or subpoena to the City Manager as soon as practicable after receipt.
- G. Holidays. Holiday pay will be provided to Employee if a City recognized holiday falls on the Employees regularly scheduled work day at straight time equivalent of the hours normally scheduled for that day.
- H. Family Medical Leave. Family Medical Leave will be granted as required by law.
- I. Worker's Compensation. Should the Employee become injured on the job, he/she will be entitled to the compensation benefits as provided by Alaska's Worker's Compensation Act.
- J. Administrative Leave. The Employee may be granted administrative leave with pay by the City Manager for reason's specified, including attendance at professional conferences.
- K. Uniformed Service Leave. Uniformed service leave will be granted as required by law.

Section 5 Performance Evaluation

- A. Employee shall be evaluated in writing by the City Manager annually on or about January 27. The City Manager shall determine the content of the document used to evaluate Employee, and shall make the document available to Employee for review.
- B. Evaluation of the performance of the Employee shall be directed toward improving the performance of the Employee. However, evaluations shall also serve as a method for gathering information relevant to employee's performance and continued employment.

Section 6 Hours/Days of Work

- A. Employee's position is a part-time position not to exceed twelve (12) hours per week. Employee is expected to monitor their hours and manage their time in order to not exceed those hours without the express approval of the City Manager or their designee.
- B. Employee is expected to work twelve (12) hours a week unless leave has been approved, and will be required to work more hours within a week during the budgeting process while the City Manager is on leave. The total number of hours worked within a budget year must not exceed 624 hours unless written approval is provided by the City Manager.
- C. Employee and the City Manager will work out a schedule for the Employee in accordance with the work load of the office. Because Employee's position is a highly sensitive and confidential position expected to assist in the critical functions of operating the City Manager's Office, Employee's hours and days of work will reflect the needs of the City Manager's Office. Those needs may include evenings and weekends.
- D. Employee may not work in excess of eight (8) hours a day without prior written approval from the City Manager.

Section 7 Outside Employment

Employee may engage in outside employment with the prior approval of the City Manager generally, outside employment will be approved if it:

- Does not conflict with Employee's responsibilities at the City, including Employee's ability to work evenings and weekends as required in the position;

Part Time Administrative Assistant to the City Manager - Contract with City of Bethel

- Does not interfere with Employee’s performance at the City;
- Does not prove detrimental to the interests of the City;
- Does not involve a conflict of interest or the appearance of a conflict of interest; and
- Does not involve the use of confidential or proprietary information of the City or its customers.

Section 8 Notices

(1) EMPLOYER: City of Bethel
 c/o City Manager Ann K. Capela
 P.O. Box 1388
 Bethel, Alaska 99559

(2) EMPLOYEE: NAME
 P.O. Box
 Bethel, Alaska 99559

Section 9 General Provisions

- A. This Agreement constitutes the entire agreement between both parties. Any modification or amendment shall be enforceable only if approved by a written document executed by both parties.
- B. In any provisions or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. Any civil action arising from this Agreement shall be brought in the superior court for the Fourth Judicial District of the State of Alaska at Bethel, Alaska. The laws of the State of Alaska and the City of Bethel shall govern the rights and obligations of the parties.
- D. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

- E. This Agreement which includes one attachment (a job description) embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
- F. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.
- G. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.
- H. The Employee acknowledges that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.
- I. This Agreement may be executed by the parties hereto individually or in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

CITY OF BETHEL

EMPLOYEE

Ann K. Capela, City Manager

NAME

Dated: _____

Dated: _____

City of Bethel Action Memorandum

Action memorandum No.	15-20		
Date action introduced:	06-23-2015	Introduced by:	Councilwoman Pike
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approving Administrative Leave for the City Attorney to attend training in Las Vegas from October 3-7, 2015.

Route to:	Department/Individual:	Initials:	Remarks:
	City Manager	<i>AKI</i>	
X	Finance		
X	City Attorney	<i>PLB</i>	

Amount of fiscal impact		Account information:
	No fiscal impact	
\$2,300.00	Funds are budgeted for.	10-56-545
	Funds are not budgeted. Budget modification is required. Affected account number:	

Summary:

This is a request for the City Attorney to attend the annual IMLA seminar. This year's seminar will focus on: Code Enforcement (service on abandoned properties, collections for code violations, chronic nuisance properties/ordinances and electronic citations); Law Enforcement (use of force, body worn cameras, feral cats and dangerous dogs); Marijuana; Construction Contracts/RFP's; Utilities (water/sewer/solid waste); Human Resources (EEOC, taxation of fringe benefits) and Ethics.

A copy of the draft schedule is attached.

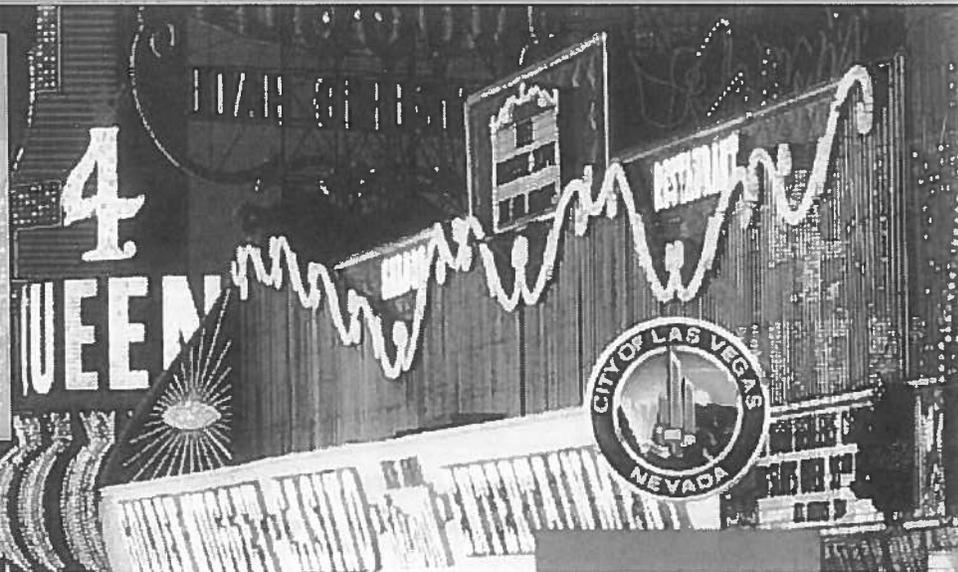


OCTOBER 3-7, 2015

RIO ALL-SUITE HOTEL & CASINO

October 3- The Institute
for Local Government
Lawyers Program(ILGL)

October 3-4- Code
Enforcement Program



IMLA's October 3-7 Las Vegas Program provides numerous CLE opportunities in a world class venue! There are also two (2) other programs that will occur before and during the Conference.

**** Super Saver rate expires 6/12/15! [CLICK HERE](#) to register today!**

.....
IMLA will hold its **Code Enforcement Program** in Las Vegas, Nevada, October 3-4, 2015. This program is applicable to not only the city attorney and law department but also your code enforcement officials. Aside from the educational programs, this event allows attendees to share problems and solutions in a collegial forum and addresses some of the most difficult code enforcement issues we face. Some topics that will be discussed are:

- Enforcing Codes in Court Cosplay: Decency Codes v. The 1st Amendment
- Court Management the Future is Now: E-Citations
- Remedies: Injunctions, Money Damages, Mediation
- Collections: RFPs, Contracts and Considerations

[CLICK HERE](#) to register!!

.....
The Institute for Local Government Lawyers (ILGL) will be held on October 3 in Las Vegas, Nevada. The Institute for Local Government Lawyers (ILGL) is a beginners-level program geared towards law students, attorneys new to local government, as well as seasoned attorneys who need a "refresher" in various general topics of local government law. Presenters are law school professors and/or local government lawyers with a vast amount of experience throughout the United States. The presentations will provide a broad overview on a number of topics of interest to local government attorneys and will be in a classroom-type setting including topics on:

- Land Use
- Personnel
- Finance
- Negotiation
- New Attorney
- Legal Ethics
- Parliamentary Procedure
- Hot Topics

**Space is limited so register early and reserve your Rio Hotel Room! [CLICK HERE](#) to register!! For any questions, contact info@imla.org.

From October 3rd to October 7th IMLA's Regular Conference Program

will include timely and informative topics with outstanding speakers.

A concentration of **Police Focused Programming** with 3 separate Work Sessions and nationally renowned speakers includes:

1. Work Session III: *Will Body Cameras Save the World as we Know it? Now You Have More Video Than You Know What to do With – How do You Retrieve it?*

A presentation by Nathan LaCoursier, Assistant City Attorney from Duluth Minnesota that uses video to show how radically police body-worn cameras are changing community policing throughout the country. The presentation focuses on why body-cam use is expanding so rapidly – and why body cameras are likely here to stay. At the same time, this presentation highlights the challenges that police departments, city attorneys, public defenders and courts face as they seek to adapt to this new technology – including the exorbitant costs of data storage and classification, crafting policies that preserve officer discretion, and responding to broad data practices requests in the absence of clear legislative guidance.

2. Work Session I: *How to Deal with Community Rage and the Aftermath of a Police Shooting*

Crisis Communications with Bruce Hennes of HennesPaynter Communications a presentation on crisis communications and managing the media that is aimed squarely at attorneys. This talk focuses on seizing the narrative so that attorneys – and their clients – are not cast as the Villain, along with offering methods for maintaining control of the "message." The material in Mr. Hennes' talk features experience gained from the work he's done with legal teams by helping them prepare for the Court of Public Opinion -- so their client isn't declared "guilty" before they can even be heard in the Court of Law.

3. Work Session XII: *The Changing World of Qualified Immunity- When can You Shoot? Advising the Police on use of Force and Accommodations.* With speaker Jack Ryan, Co-Director Legal Liability & Risk Management Institute.



Additional Work Sessions to include:

Work Session V: *The Sharing Economy:*

Uber and Airbnb – can they exist in a regulated world? Will they save or destroy your community?

- Presentations from the law firms of Meyers Nave and Best, Best & Krieger and Ken McGair, Senior Deputy City Attorney, Portland, Oregon.
- How to Regulate New Business Models Situated Between Less-Regulated Private Ownership and Highly Regulated Public Commerce
- Social networking-based sharing economy businesses include shared housing, shared work spaces, car sharing and ridesharing, among others. These businesses, such as Airbnb and Uber, connect people who can offer goods and services to users who are seeking those goods and services. These sharing economy businesses present significant challenges at the local level because few cities have regulations addressing these new business models and struggle to fit them into existing regulations. The presentation will address how cities can respond to the myriad of regulatory issues that these businesses present as they transform traditional concepts of commerce, property and work.

Work Session VIII: *Up in the sky – It’s a bird, it’s a Plane – it’s a Drone? Using Drones for Governmental Purposes, Regulating the use of Drones in Your Community; How Will the Constitution Apply?*

Work Session VI: *Sports Stadiums- When Professional Sports Come to Town*

A presentation by Mac McCarley of Parker & Poe including: a three person panel covering different perspectives of what to look for:

- What does the Team want? A panelist familiar with the Team side of franchise and facility issues.
- What does the City want? A panelist familiar with the City side of the deal.
- Where does the money come from? A panelist familiar with the variety of ways that sports facility deals get financed.

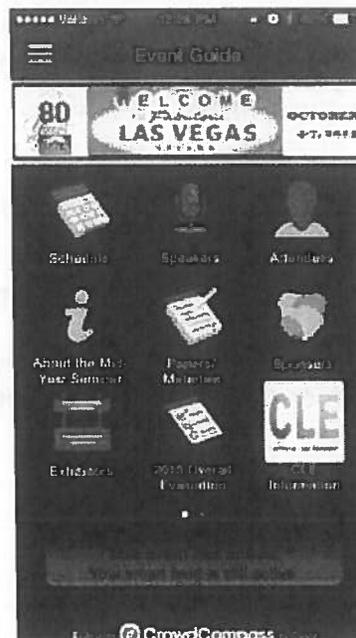
Work Session VII: *The IMLA Contract Drafting Initiative. A Model Design Build Contract for Local Government.*

With speaker Tip Torres of Pannone Lopes Deveraux & West

- Errors and Omissions
- Claims in Construction Projects
- Understanding Terms and Language to Use to Protect Your Clients

Work Session XI: *Telecom – Shot clocks, Municipal broadband and how the FCC controls your world*

Presentations by Brian Grogan of Moss and Barnett with a review of recent FCC decisions, court cases, and other industry developments and Best Best & Krieger to discuss Wireless and Broadband Deployment Update among other relevant topics.



IMLA'S NEW APP!!
 Conference information at your fingertips!! A user friendly, easy way to view any information you need to know when you are at the Conference!

Work Session II:

Water: Not just a mixer – Dealing with drought, Dealing with flood and Drinking it.

Work Session IX:

The Benefits of Outside Counsel, Working with Outside Counsel and Supervising Outside Counsel

Work Session IV:

Liability for Municipal Bond Issues – the new paradigm. How to protect your local government; how to protect yourself and what to disclose.

Work Session XIII:

Annual review of cases that affect local government – the Good, the Bad and the Funny with Doug Haney

Work Session X:

Legislative Prayer – Say a little prayer for me. What to do after Town of Greece – a common sense guide.

Work Session XIV:

Ethics – Social Media use and Professional Responsibility – Are you an expert on LinkedIn? What else will get you in trouble?

Employment Law:

How the Supreme Court treated the EEOC and other reasons why being an employer is risky business.

A presentation by Lawrence Lee of Fisher & Phillips. The pitfalls for public employers are many when complying with the matrix of laws designed to prevent discrimination and require accommodation. Learn what the EEOC is up to, how best to avoid confronting it, and what to do if it shows up on your doorstep.

P3's:

Public Private Partnerships or How Private Investment can make you happy.

A presentation by Steven Torres of Pannone Lopes Devereaux & West including:

1. Utilities (water/sewer/solid waste)
2. Renewable Energy/energy efficiency
3. Sports Stadiums and Economic Development.



6 MONDAY AFTERNOON CONCURRENT PANEL DISCUSSIONS:

1. *Dangerous Dogs and Feral Cats*- A presentation by lawyers with Best Friends Animal Society. They will examine the legal issues surrounding municipal dangerous dog ordinances. Discuss what works, what doesn't, and how to effectively draft these difficult ordinances. In addition, they'll discuss some of the typical legal problems we see in a lot of current municipal ordinances, how these problems arose, and how to remedy them. Most importantly, we'll help municipal attorneys learn how to best protect their communities and their clients. Additionally discussion will also include the more challenging issues faced by city attorneys today dealing with the "feral" cat management policy.

2. Munitech 101
3. Tribal Law
4. Comparative Law Canada/US
5. International Committee
6. Model IMLA Retainer Agreement

ADDITIONAL 7 CONCURRENT PANELS ON TUESDAY:

1. IRS Taxation of Fringe Benefits– *You Mean That's Included in Compensation?*
2. Voting Rights
3. Condemnation Public Trust Land
4. Municipal Bankruptcy – *The Detroit Experience*
5. Model Chronic Nuisance Ordinance
6. Endangered Species – *You Can't Live Without Them, so You Must Protect Them*
7. Legalized Marijuana: *Islands in a Sea of Federal Prohibition. How to Solve the Problems of Legalization*

****This programming information is tentative and subject to change****

Places to go, people to meet!

- A wide variety of restaurants at the Rio hotel. Indulge yourself in seafood, Italian, Chinese or steak foods.
- The Rio hotel is just under a mile from the main strip! Free shuttles are available to take you to and from if you want to see what it is all about!
- Rio Las Vegas shows. Sit down and enjoy a wide variety of shows you can choose to attend.
- Las Vegas Golf. Connect with a colleague and go out and work on that swing!
- Rio Las Vegas Shopping. Located in Masquerade Village, with more than 60,000 square feet of shopping. Perfect place to buy gifts!

REGISTER AND RESERVE YOUR HOTEL ROOM AT THE RIO HOTEL TODAY!!!

Visit www.imla.org or email info@imla.org for questions

OR

[CLICK HERE](#) for a registration form OR [CLICK HERE](#) to register online!

REGISTRATION RATES:

Registration Type	Super Saver Rate Ends 6/12/15	Early Bird Rate Ends 7/31/15	Regular Rate Ends 9/18/15	Rate After 9/18/15
First Member	\$575	\$650	\$700	\$725
Add'l Member	\$425	\$450	\$475	\$500
3 or More From Same Office- Each person*	\$375	\$400	\$425	\$450
Member- First Time Attendee or New Attorney 1-5 yrs.	\$385	\$410	\$435	\$460
Judicial	\$325	\$350	\$380	\$430
Non-Member	\$775	\$875	\$1,200	\$1,600
LV Attorney	Please email	Julie Ruhe at	julieruhe@imla.org	For Rates
AZ, UT, ID, CA, OR Attorney	Please email	Julie Ruhe at	julieruhe@imla.org	For Rates
Guest Of Event Registrant	<input type="checkbox"/> Full Guest Registration \$135.00 <i>includes Welcome Reception and 2 breakfast Coupons</i> <input type="checkbox"/> Welcome Reception Only \$90.00			

ACCOMMODATIONS AND TRAVEL INFORMATION

Rio All-Suite Hotel and Casino

3700 W. Flamingo Road

Las Vegas, NV 89103

866-746-7671

RESERVATION & RATES:

The IMLA room rate is **\$189 for a single or a double**; also these rates are subject to applicable state and local taxes. Reservations may be made by calling the Rio directly at (888) 746-6955. In order to receive the preferred room rate you must identify yourself as an International Municipal Lawyers Association (IMLA) 2015 Annual Conference attendee or SRIML5. Reservations can also be made online. The official hotel cut-off date for making reservations is September 8, 2015, 5:00pm, EST. It would be in your best interest to make your hotel reservations as soon as possible. Visit <https://aws.passkey.com/g/50009133> to register today!!

Mayor's Report

Manager's Report



MEMORANDUM

From: Ann K. Capela, City Manager
To: Mayor, Vice Mayor and Council
Cc: City Attorney, City Clerk
Date: June 16, 2015
Re: City Manager's Report

1. **FY 2015/16 Budget** – A balanced budget was approved on June 15, 2015. The budget as a published document will be printed as soon as possible.

There are many individuals who have distinguished themselves in assisting with the budget process. Foremost I like to thank the Mayor, Vice Mayor and Council for their patience and guidance given my first round with the City's budget. I wish to give a special thank you to Hansel Mathlaw, City's Finance Director, for voluminous system searches at my request, corrections, balance and fund inquires into the City's financial history and most of the time this extra call of duty was done on the weekends and holidays. Of course, the same goes for many other Department Heads who went over their budgets and looked for ways to save public funds. The many staff and Council budget meetings proved to be productive and best of all the residents of Bethel can be assured that the their City Council and City Administration went over this budget with a "fine tooth comb". Yet, there is more to do. Recently I asked all City Departments Heads to follow my logic in asking everyone to: (a) show up, (b) pay attention and (c) care about what we do. These three requests will go a long way to be part of a team that delivers the services to our City residents and visitors.

2. **4th of July Parade and Celebrations** – We hope to have the best 4th of July parade ever. I have ordered nothing but "blue skies and sunshine" to celebrate our nation's birthday. For freedom is never free and while we are celebrating the occasion of the nation's birthday, we should remember all those who in support of this declaration with firm reliance on the protection of divine Providence mutually pledged to each other their lives, their fortunes and their sacred Honor.

With that, the City of Bethel has received the following donations to the 4th of July parade and event celebration as follows:

1. Gold Sponsor \$2,000 – Donlin Gold
2. Silver Sponsor \$1,000 – YKHC
3. Silver Sponsor \$1,000 – Bethel VFW Post 10041
4. Bronze Sponsor \$500 – AVEC (Alaska Village Electric Cooperative)

These funds will go a long way to make the 4th of July celebrations special for this year. It is the Administration's goal to plan and make successive improvements to this event for many years to come. Funds raised will go toward the materials and rental of equipment. The goal is to obtain good sound equipment, provide T-shirts for volunteers who will be present as citizen volunteers as event "security" and offset costs of the event.

3. **"If You See Something, Say Something" City Administration Initiative** – Garnered great support from law enforcement agencies at State and Federal levels. KYUK public radio has done extensive reporting on the issue of heroin addiction and its effects on the community. This week, the District Attorney for the Bethel, 4th Judicial District J. Michael Gray also agreed to be part of this Task Force.
4. **Ridgecrest Drive** – While Council did not fund this project in the FY 2015/16 Budget – I continue to dialogue with Alaska DOT officials to find a compromise but also to bring back to the table the LKSD who is a crucial participant to the traffic and safety issues in the Ridgecrest Drive project. Federal DOT, the State DOT, the City of Bethel and LKSD must work together to find a solution in the interest of saving lives and protection of property. The State DOT has pledged to keep working on a 3-party resolution to this challenge.
5. **AVEC** – I have identified at least 4 major issues that need to be resolved with mutual interest between the City and AVEC: (a) light pole agreement (b) wind power testing (c) recovered heat (d) utility permits for ROW's.
6. **Institutional Corridor Project** – This project has encountered some delays due to unexpected issues arising from acquisition of easements on private properties. It appears at this time that the City may be seeking to acquire over 45 easements. The pipe ordered for this project is in transit and the delivery of the product is scheduled on time.
7. **Waste Water – Lagoon Cement Pad** – The RFP's period has concluded and the City has received 4 proposals. Once the RFP's are evaluated and contract agreements in place, this project will start taking form. Administration is working closely with USDA, EPA and the state DEC to work on the immediate work but also on the long term success for the solutions that need to be implemented for the health and safety of the residents of Bethel and the environment.
8. **Staff recruitment** – There are many positions that are currently not filled. HR Manager is being innovative and is assisting Department Heads in the recruitment efforts.
9. **City Hall** – Before the end of this fiscal year, I anticipate to order a much needed public water drinking fountain located across the hall from the City Clerk's office. This public space is often filled to capacity with customers waiting to pay their utility bills, filing passport documents, waiting for driver's license, as well as attending to various business activities. The goal is also to provide for more but less cumbersome public seating as well as flooring that will not retain the dust, the dirt and moisture that easier to maintain for public health reasons.
10. **Happy 4th of July.**

Bethel City Council

Office of the City Manager

Management Team Reports

MEMORANDUM

DATE: 06/01/2015
TO: Ann Capela, City Manager
FROM: Clair Grifka, Acting Public Works Director
SUBJECT: Manager's Report

Programs/Divisions

Public Works Director:

Mr. Lakhani has been on annual leave and the Department has been moving along with the daily demands. Projects are being monitored and kept on track in his absence.

Utility Maintenance:

For the month of May we switched all Sewer and Water Operations to summer mode. Our discharge line at the sewage lagoon had to be dug up to thaw in order to start discharging. We continue to level water and sewer lines on the Bethel Heights Systems and rebuild residential sewer pumps when needed.

Hauled Utilities:

For the month of May the Department delivered approximately 2,500,000 gallons of water, with a daily average of 45 stops per driver per day. The sewer trucks evac'ed 2,225,000 gallons of sewage, with a daily average of 27 stops, and the dumpster truck has hauled nearly 3000 cubic yards of trash to the landfill, with an average of 50 stops. The back loader has been out doing Clean-Up Green-Up and has hauled nearly 500 cubic yards of clean up green up items to the landfill, as well as cleaning up around the public dumpster areas at least one day a week since the beginning of March.

There may be another driver leaving in June. The Department is operating well below the normal number of drivers, which have been 23 up till about three years ago. It is a challenge to provide greater amount of services with less staff without running into overtime hours notwithstanding the truck situation with breakdowns and major repairs needed to keep trucks on the road.

All that being said, the Department is "fighting the good fight", with the hope of staffing and vehicle needs being addressed and improved in the future.

Property Maintenance:

The Department has been focusing on our summer maintenance/repairs and preparing for Fourth of July. Boilers have been dialed down and heat has been shut off where not needed.

Some repairs have been done to this equipment because of an opportune time. We have nearly completed the installation of L.E.D. lighting at the Court House. Assistance has been given to other Departments as they request when we can.

Road Maintenance:

Streets and Roads built a second driveway coming out of the swimming pool parking lot by hauling in sand and capping it off with gravel. This driveway is one lane, for exit only. This should help keep the traffic running a little smoother in and out of the swimming pool parking lot.

Streets and Roads has also been working on building the road around the old sewer lagoon so that it will have time to settle and be ready when it is needed for dredging. Doing it now gives it time to settle so that we can go back over it in the areas that sink later. This will make it easy on the heavy equipment when they do start dredging it out, hopefully keeping the equipment from getting stuck.

Streets and Roads also pulled out the water tank at the community garden, and hauled in some sand for the front to level out the tank area. When that was done we reset the water tank level so it could be refilled with water. As it was, the tank was leaning too far to the right to fill with water.

Streets and Roads drove the D8N in to the city shop from H-Marker Lake to get some work done to it. The Department was able to negotiate with the owners (Polk family) by hauling a few loads of sand and grading their road so that we could drive the D8N over their road to get it to the city shop. Going the other way would have taken a few weeks longer since we would have to get a trailer big enough to haul it, and there would also be a weight restriction problem on the highway. This way we save the cost by not hiring someone to have it hauled to the city shop.

Streets and Roads also had been helping out Utility Maintenance by digging up the discharge line from the lower sewer lagoon in order to thaw it out so they could start pumping it out. Maintenance staff has been using the Cat 324E Excavator to dig the sand away from the lagoon to expose it to the warm air in order for it to thaw out.

Streets and Roads also hauled in cover from the city sand pit to the landfill to cover up an area in the dump that the Landfill compacted and was ready for cover. We took care of this last week so that it would be ready for the landfill inspection in June.

Vehicles and Equipment:

For the V&E department, we have lost 2 mechanics in the last month, and have hopes of having these positions refilled by the end of June. The remaining mechanics have been very busy, with some major repairs on water and sewer trucks, and some tire work and mechanical issues for the P.D. and the transit system. There was a time when at PW that the Department employed 5 mechanics and a working foreman and their own tools. Since that time the fleet has grown, the workforce has shrunk.

Transit System -

The FY 15 Transit budget revision was approved by the State and the City has ordered a bumper jack (lift) to start changing the oil. It will also assist in changing flat tires. The City has ordered new studded tires and regular tires for both Bus 438 and 437/436. The older small gas bus (438) is starting to use oil, about a quart every two weeks. It has 91,000+ miles and may

need a tune up if we keep using it.

Transit ridership is up for the months of April and May. Transit is averaging close to 90-100 riders per day. The elders continue to make up about 30-35% of the ridership. OCS just called and purchased 20 \$5 Day Passes as they plan to use the City Bus more.

Transit is in need of hiring an On-Call Driver for when the full time and part time drivers are on leave. Transit is adjusting and fills in where possible. From time to time Transit has to cancel one route if two employees are absent at the same time. When a route is cancelled the route is usually the Red Line and the Transit Manager drives the Green Line. Bethel Transit System goal for the FY 2015 will be to show a 20-25 percent increase in ridership / revenue. Transit can do this by providing **better and more dependable / reliable service** for all passengers. If you have questions and concerns please feel free to contact me anytime, 543-3039, or stop by the Transit office.

Landfill / Recycle Center:

Spring clean up is going well- it has been really busy. Road maintenance has been hauling fill for cover and bringing in abandoned vehicles for Green-Up Clean-Up.

Bethel City Council

Office of the City Clerk

Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

July 14, 2015 Regular City Council Meeting

July 15, Joint Task Force Meeting

July 28, Regular City Council Meeting

City of Bethel Regular Election, October 6, 2015

The Office is updating the election information and forms for the coming election as well as preparing a draft ballot.

The ballot propositions have been sent to an approved translator for written translation of the ballot.

Precinct Agreements are in place/reserved.

Election Dates of Interest:

July 29, Declaration of Candidacy packets will be available.

August 5-20 Declaration of Candidacy packets submission time frame.

August 20, Deadline for Ordinance adoption for ballot propositions.

Joint Task Force Meeting

The Joint Councils have scheduled a joint meeting July 15th at ONC Council Chambers, 6:30p. The public is welcome to attend.

Cemetery

We continue to input information into the newly established cemetery system which is part of the City's accounting software.

The Office will be conducting an audit on the Bethel Memorial Cemetery the second week of July to ensure all of the internments at the cemetery have the corresponding permit. Every year the City has encountered at least one internment that had not previously obtained a permit.

Three loads of gravel was purchased and placed at the Bethel Memorial Cemetery to correct some erosion issues.

Administration and the Public Works Director were advised, next summer the civilian side of the Bethel Memorial Cemetery will need to have the grounds extended to accommodate more grave locations.

The City Clerk's Office is working with Property Maintenance to get the gate at the Owl Street Cemetery repaired within the next month. Additionally, we are coordinating with Public Works on getting seed and fertilizer purchased and spread at the Bethel Memorial Cemetery.

Electronic Records Management

We have picked up the electronic records filing project, put on the burner a few months ago. This includes the scanning and filing of the electronic records and hard copies of the City's MOA, Contracts, Leases and other long term retention documents held in the Clerk's Office. The Office is still waiting to obtain a number of these documents from other departments; this will be a long term project for the office.

The City Clerk has gone through Ordinances from 1958 to current to track City of Bethel property transfers with the intent of assisting administration in obtaining an exact list of properties owned by the City.

City Clerk Personal Time Off

The City Clerk will be on approved leave June 25 through July 6. There will be no passport processing while the City Clerk is out of the office.

City of Bethel Regular Election Calendar 2015

June, 2015

4 Months before the election

Prepare new absentee/early ballot request and information for persons requesting an absentee ballot. A person can apply for an absentee ballot after January 1st of each year for that calendar year.

Update election forms to include candidate filing information.

Populate website with newly revised election forms.

Inventory and order election supplies/forms.

Contact polling places to ensure the use of the facility.

Send a letter to election officials to inquire about serving.

Council may adopt resolution for election officials. After the resolution is adopted, send confirmation letters to officials.

Prepare advertisement for notice of voter registration to run the month of August.

Contact ballot programmer and printer to notify them of election and filing period dates and to make arrangements for ballot/memory card delivery for city precincts and review board use for testing and counting.

Review and revise manual for training/poll.

Prepare notice of Council Vacancy.

Send notice of vacancy ad to newspaper.

Post notice of vacancy on website.

Notify elected officials of the deadline for ballot propositions via the clerk's report. Continue to remind them until the period closes.

Update and prepare candidate filing forms and nomination petition to include Financial Disclosure forms. Also include information on political sign posting.

July 24, 2014

72 Days before the election

Notices of offices to be filed shall be posted and provided on the website. (BMC 7.30.040;

Notices of voter registration deadline Sept. shall be posted on provided on the website.

July 29, 2015

67 Days before the election

Declaration of Candidacy packets become available to the public and provided on the website.

August 5, 2015	<p>60 Days before the election 8:00a Opening for the Candidate Declaration of Candidacy filing. Within 4 business days of a declaration, notify the candidate of their eligibility. Through the nomination period continue to update the website candidate list. Send proposition question to Yupik translator for translation of sample ballot tools.</p>
August 20, 2015	<p>45 Days before the election 4:00p Deadline for Candidate Declaration of Candidacy filing. Deadline for Ordinance adoption of proposition questions BMC 7.10.070.</p>
August 21, 2015	<p>44 Days before the election First day to for write in declarations. Check in with translator for Yupik sample ballots to ensure August 25th deadline.</p>
August 25, 2015	<p>40 Days before the election Post final candidate list to website and email to council, staff and media. Name drawing for the ballot. Send off Ballot and Memory card info. to vendors.</p>
September 1, 2015	<p>30 Days before the election Notice of Election posted in three locations around town and put on the City's website. Deadline for voter registration. Send letter to poll workers and canvas board review confirming their attendance at the polls.</p>
September 16, 2015	<p>20 Days before the election Notice of Bond Indebtedness to be published once a week for three consecutive weeks. Tentative date for election training.</p>
September 21, 2015	<p>15 Days before the election Absentee in person/by mail opens.</p>

September 26, 2015 10 Days before the election.

Last day for voters to request an absentee by mail ballot.

Contact public works to confirm availability of assistance in moving election equipment.

Contact election offices to confirm 7:30a opening of the polls on election day.

October 1, 2015 5 Days before the election

Repost Election notices.

Post Canvass Board Meeting for October 8, 2015

5:00p Deadline for the Write-in Candidate Declaration of Candidacy Filing. (BMC 7.30.030;

October 5, 2015 1 Day before the election

Create list of absentee in person and by mail ballots to distribute to election precincts.

Set up polling place locations.

October 6, 2015 Day of Election

Polls open at 8a and close at 8p. Election officials arrive at 7:30p.

Post preliminary election results outside of City Hall and on the City's website.

Last day for absentee by mail ballots to be postmarked.

October 7, 2015 1 Day after the election

E-mail questioned voter list to the State to confirm absentee/question voter eligibility.

Organize State election material and mail out.

Clean up polling place locations.

October 8, 2015 2 Days after the election

6:00p Deadline for Absentee by Mail Ballots to be received for Canvass BMC 7.70.06C

Canvass Board Meets 6:30p in council chambers to certify the election. BMC 7.90.02C

October 9, 2015 3 Days after the election

Check request for Election Workers

October 13, 2015 7 Days after the election

5:00p Deadline for a candidate or 10 voters to contest the election. BMC 7.90.01C

Regular City Council Meeting, Certification of Election under Special Orders/by Resolution BMC 7.80.05C

Post notice of Special Council Meeting for the Organization of Council (Oct. 13-16, 2015)

October 16, 2015	<u>10 Days after the election</u> Prepare Ballots for Special Meeting October 19, 2015.
October 19, 2015	<u>13 Days after the election</u> Special Meeting Organization of Council (BMC 2.04.140) (Mayor, Vice-Mayor, Committee Appointments
October 20, 2015	<u>14 Days after the election</u> Arrange travel for council members to AML
October 23, 2015	<u>17 Days after the election</u> Last day for a recount to occur (10 days after the recount application is submitted) BMC7.90.03C
October 30, 2015	<u>30 Days after the election</u> Notices sent to questioned ballot voters if their vote did not qualify.
November 12, 2015	<u>37 Days after the election</u> Destruction of ballots (unless contested destruction should occur 30 days after certification.

Additional Information