City of Bethel

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

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

City Council Meeting AMENDED Agenda
Regularly Scheduled Meeting
December 9, 2014-6:30 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
lalbertson@cityofbethel.net

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

Heather Pike
Council Member
Term Expires 2015
444-7211
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
bmaczynski@cityofbethel.net

Pete Williams
Acting City Manager
543-2047
pwilliams@cityofbethel.net

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

Patty Burley
City Attorney

Paul Richards
Lobbyist
pmrichards@gci.net

I. **CALL TO ORDER**
II. **PLEDGE OF ALLEGIANCE**
III. **ROLL CALL**
IV. **PEOPLE TO BE HEARD** – Five minutes per person
V. **APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
VI. **APPROVAL OF MEETING MINUTES**
   a) **P3** *Regular City Council Meeting November 25, 2014
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) **P27** AM 14-70: AM 14-70: Accept And Approve The Section 5309 Bus And Bus Facilities "Ladders of Opportunity" Grant Award (Acting City Manager Williams)
X. **NEW BUSINESS**
   a) **P33** *AM 14-71: Approving The Mayor's Appointment Of Joseph Klejka To The Public Works Committee As An Alternate Member (Mayor Robb)
   b) **P37** *AM 14-72: Approving The Mayor's Reappointment Of Scott Guinn To The Public Works Committee (Mayor Robb)
   c) **P41** AM 14-73: Approving The Contract For State Lobbying Services (Mayor Robb)
XI. **MAYOR'S REPORT**
XII. **MANAGER'S REPORT**
XIII. **CLERK'S REPORT**
XIV. **COUNCIL MEMBER COMMENTS**
XV. **EXECUTIVE SESSION**
   a) AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/Potential Litigation Regarding The Investigation Of Administrative and Personnel Matters As Authorized By The City Council, February 11, 2014 (Mayor Robb)
XVI. **ADJOURNMENT**

Amended Agenda posted on December 4, Original Agenda posted on December 2, 2014, at City Hall, AC Co., Swansons, and the Post Office.

Bernard Mael, City Clerk's Office
(Items on the agenda noted with an asterisk (*) are considered the consent agenda.
All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.
Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing January 13, 2014**)

Approval of the Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on November 25, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Mayor Rick Robb, Vice-Mayor Leif Albertson, Council Member Chuck Herman, Council Member Heather Pike, Council Member Zach Fansler, Council Member Byron Maczynski, and Council Member Mark Springer

Also in attendance were the following:
City Attorney Patty Burley, City Clerk Lori Strickler and City Manager Ann Capela

IV. PEOPLE TO BE HEARD

Susan Taylor -
On Thanksgiving the Lion's Club will be providing a meal for those interested.
Suggested the City inquire with the Calista Corporation on their possible contribution to the City's transit system. Many years ago, Calista promised the community bus services to the post office and to the Senior Center.

Beverly Hoffman-
Welcomed the new City Manager, Ann Capela.
Spoke in favor of the bus system and hoped the City can find a way to continue the operation.
Hopes the issues with the YK Regional Aquatic Center can be resolved soon.
Suggested the Council postpone the adoption on Ordinance 14-27.

Bill Ferguson, Transit Manager-

Provided an update on the ridership on the City transit system.
The bus shelters will provide a lot of opportunities to the community if the grant match funds are provided.

Dave Trantham-
Was concerned to hear the City of Bethel had not received the as-builts on the pool facility. Suggested the City move cautiously in this project, the City should make sure the people installing and changing the systems are fully qualified to do so.

Main Motion:	Suspend the rules to allow Mr. Trantham five more minutes for public comment.
Moved by:	Pike
Seconded by:	Herman
Action: Action:	Motion carried unanimously by a vote of 6-1
In favor:	Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	Robb

Agnes Phillips –
Spoke in favor of the City transit system and its continued operation.
Thanked all of the City Departments for all of their hard work.
Thanked Beverly Hoffman for all of her hard work and dedication to the pool.

Charles Laraux
As a previous employee of the City of Bethel, spoke in opposition to the City proposed State Priority request of 2.6 million for fleet replacement.

Eva Malvich-
As a representative of the Bethel Winter House Lion's Club, wanted to inform the community the Bethel Winter House, homeless shelter will reopen on December 1. The organization is still looking for volunteers. The organization is also requesting the City Council support the in-kind contribution for water and sewer services during the operation of the Winter House.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion:	To approve the Consent and Regular Agenda.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Springer, Pike, Maczynski and Herman
Opposed:	None

Main Motion:	Amend the agenda to move Executive Session Item A, prior to Unfinished Business, Item B.

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

VI. APPROVAL OF THE MEETING MINUTES

Item A – Regular City Council Meeting November 11, 2014
Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Item A - Port Commission –
Pete Williams, Port Director-
Chapter 14 regarding ports and harbors is in the process of a rewrite.

Item B - Planning Commission –
Heather Pike, Council Representative-
A meeting was not held due to a lack of a quorum.

Item C - Public Safety and Transportation Commission-
Chuck Herman, Council Representative-
A meeting will be held next week.

Item D - Energy Committee –
Zach Fansler, Committee Representative-
A meeting will be held next week.

Item E - Public Works Committee-
Muzzafar Laukani,
The RFP for the Institutional Corridor was discussed.

Item F - Finance Committee-
Leif Albertson –
The Committee made progress on the City Sales Tax code, the Ordinance should be presented to Council within the next few meetings.
Addressed the obligation the City has to provide financial assistance to those needing help with their water and sewer utility.

Item G - Parks and Recreations Committee-
Richard Robb, Council Representative-
No report to provide.

VIII. UNFINISHED BUSINESS

Item A- Public Hearing Of Ordinance 14-27: Repealing And Replacing Bethel Municipal Code Chapter 4.20, Purchasing.

Mayor Robb opened the public hearing.

No one wished to be heard.

Mayor Robb closed the public hearing.

Main Motion:	A motion to adopt was made at the November 11, Regular City Council Meeting.
Moved by:	Pike
Seconded by:	Herman
Action:	Postponed

Main Motion:	Postpone until the January 13, Regular City Council Meeting.
Moved by:	Springer
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Springer, Pike, Maczynski and Herman
Opposed:	None

EXECUTIVE SESSION

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

Main Motion:	Move into executive session for Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity: Legal Liability For The Transit System. Those participating in the Executive Session are, the City Attorney, City Manager and City Clerk.
Moved by:	Springer
Seconded by:	Fansler
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None

Item B- City Of Bethel/ONC Joint Transit System Operations

Main Motion:	Motion to Commit the City of Bethel, to funding the grant match of $98,892 in the FY 2016 Budget for the operation of the transit system was made at the November 11, 2014 Council Meeting.
Moved by:	Maczynski
Seconded by:	Herman
Action:	Motion carries by a vote of 4-3
In favor:	Maczynski, Springer, Pike and Herman
Opposed:	Robb, Albertson, Fansler
Incidental Motion:	Suspend the rules to hear from Hansel Mathlaw, Finance Director.
Moved by:	Springer
Seconded by:	Maczynski
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None
Incidental Motion:	Suspend the rules to hear from John Sargent, Grant Manager.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None
Incidental Motion:	Motion to suspend the rules to hear from Bill Ferguson, Transit Manager.
Moved by:	Springer
Seconded by:	Maczynski
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None
Primary Amendment:	Amend the motion to strike $98,892 and insert $60,000.
Moved by:	Albertson
Seconded by:	Fansler
Action:	Motion does not carry by a vote of 3-4
In favor:	Robb, Albertson, Fansler
Opposed:	Maczynski, Springer, Pike and Herman
Incidental	Take a ten minute break

Motion:	
Moved by:	Pike
Seconded by:	Fansler
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None

IX. NEW BUSINESS

Item A – AM 14-69: Donate Water And Sewer Deliveries As Needed, For A Maximum Of 2 A Week, To The Bethel Winter House During Their Times Of Operation.

Main Motion:	Approve AM 14-69.
Moved by:	Pike
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None

Primary Amendment:	Strike $5,725.84 and insert $2,862.92.
Moved by:	Fansler
Seconded by:	Herman
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None

Secondary Amendment:	Amend the amendment to strike $2,862.92 and insert $4,000.
Moved by:	Fansler
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None

Item B – AM 14-70: Accept And Approve The Section 5309 Bus And Bus Facilities "Ladders of Opportunity" Grant Award.

Main Motion:	Approve AM 14-70.
Moved by:	Springer
Seconded by:	Pike
Action:	Postponed

Main Motion:	Postpone

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

Item C – Confirming The RFP Review Team For Lobbying Services RFP.

Item D- Approval Of Contract For Institutional Corridor.

Main Motion:	Approval of the contract for the design of the Institutional Corridor.
Moved by:	Springer
Seconded by:	Fansler
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None

Item E – Personal Time Off For City Attorney, December 19-26, 2014 and December 31, 2014 – January 2, 2015.
Passed on the consent agenda.

XII. MAYOR'S RPORT
XIII. MANAGER'S REPORT
XIV. CLERK'S REPORT
XV. COUNCIL MEMBER COMMENTS

Council Member Zach Fansler-
Welcomed Ann Capela, City Manager to the City.
Would like to encourage community members to volunteer for the City's Committees and Commissions.
Requested the City Administration remain as transparent as possible especially regarding the issues with the pool.

Council Member Chuck Herman-
Happy Thanksgiving.
Looking forward to working with Ann Capela, City Manager.
Thankful the pool is open.

Council Member Heather Pike-
Welcomed Ann Capela, City Manager, and congratulated Bill Howell on his appointment as the Fire Chief.
Encouraged everyone to share a meal, happy holiday.

Council Member Mark Springer-
Welcomed Ann Capela, City Manager.
Kudos to the Public Works employees for working through the tough weather last week.
The Election was certified this evening, congratulations to the winners.
Congratulations to Bill Howell, Fire Chief on his appointment.

Council Member Byron Maczynski-
Happy Thanksgiving.
Glad to have a City Manager on board.
Stressed the importance of transparency within our organization.

Mayor Richard Robb-
Thankful to have a new City Manager.
Happy Thanksgiving.

Council Member Leif Albertson-
Welcomed Ann Capela, City Manager.
The pool issue has been a challenging one for the organization. The pool is a great thing for this community, and a great way to spend an afternoon, even with all of the challenges.

XVI. EXECUTIVE SESSION

Item B- AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity: Review Of Legal Options Regarding Pool Closure.

Main Motion:	Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity: Review Of Legal Options Regarding Pool Closure Those participating in the Executive Session are, the City Attorney, City Manager, City Clerk and former Acting City Manager.
Moved by:	Springer
Seconded by:	Fansler
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None

XVII. ADJOURNMENT

Main Motion:	Adjourn
Moved by:	Springer
Seconded by:	Fansler

Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Albertson, Fansler, Maczynski, Springer, Pike and Herman
Opposed:	None

Council adjourned at 11:08p.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel, Alaska
Planning Commission

November 13, 2014 Regular Meeting Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Planning Commission was held on at 6: 30 pm in the City Hall Council Chambers in Bethel, Alaska.

Vice-Chairman, Joy Shantz, called the meeting to order at 6:45 pm.

II. ROLL CALL

Present: Heather Pike, Joy Shantz, and Cliff Linderoth.

Ex -Officio members present were the following:

Rachael Pitts, Planning Director Betsy Jumper, Recorder

Due to a lack of a quorum, meeting ended.

_____
John Guinn, Chairman

_____
Betsy Jumper, Recorder

Planning Commission Meeting Agenda

Regular Meeting Thursday, December 11, 2014 – 6:30PM
City Hall Council Chambers 300 Chief Eddie Hoffman Highway

MEMBERS

John Guinn
Chair
Term Expires
12/2013

Joy Shantz
Vice-Chair
Term Expires
12/2015

Heather Pike
Council Rep.
Term Expires
10/2015

Kathy Hanson
Committee Member
Term Expires
12/2016

Abe Palacios
Committee Member
Term Expires
12/2015

Cliff Linderoth
Committee Member
Term Expires
12/2014

Beverly Hoffman
Committee Member
Term Expires
12/2016

Rachael Pitts
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 OCTOBER 9, 2014 MEETING
V. APPROVAL OF AGENDA
VI. UNFINISHED BUSINESS

A. Public Hearing: Preliminary Plat of Jung and Active lots, US Survey 3790, Lots 6A, 6B, 6C, 7A, and 7B, Block 8, and Lots 6A and 6B Block 9. The address is 177-179 East Avenue. The purpose is to create dedications.

B . Public Hearing: Amendments to the Bethel Municipal Code, Titles 15-18. The titles are:

15. Buildings, Construction, and Flood Control
16. Planning, Land Use, Platting and Development
17. Subdivisions
18. Zoning

VII. NEW BUSINESS

A. Public Hearing: Preliminary Plat of a proposed Hoffman Subdivision, adjacent to Tsikoyak (Martha Larson) Subdivision . The location is BIA Road. The purpose is to create the following lots: Tract A, Lots 1-32 Block 1, Lots 1-11 Block 2, Lot 1 Block 3, Lots 1-16 Block 4, Lots 1-8 Block 5, Lots 1-7 Block 6, Lots 1-3 Block 7, and four Open Space Tracts. The location is BIA Road. The purpose is to create commercial and residential lots.

VIII. DIRECTOR'S REPORT
IX. COMMISSIONER'S COMMENTS
X. ADJOURNMENT

Posted Dec. 5, 2014, at City Hall, Alaska Commercial Company Store (AC), Bethel Native Corporation (BNC) Building, and Corina's Case Lot Groceries

Unfinished Business

City of Bethel Action Memorandum

Action memorandum No.	14-70		
Date action introduced:	November 25, 2014	Introduced by:	Peter Williams
Postponed to:	December 9, 2014		
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Accept and approve the Section 5309 Bus and Bus Facilities "Ladders of Opportunity" grant award from the Federal Transportation Association in the amount of $82,318 to purchase bus shelters and provide the required cash match of $20,579.40.

Route to Department/Individual	Initials	Remarks
Administration/John Sargent		The City applied for this grant to purchase one bus and 15 bus shelters and was awarded $82,318 to purchase the bus shelters only. The cash match required for this grant is $20,579. ONC's previous commitment of $13,669 for this grant was rescinded. The shelters will be high-quality three-sided shelters permanently installed on City property to provide bus passengers protection from the weather.

Attachment(s):

1. Letter from City of Bethel dated July 29, 2014 committing $15,791.53 in cash match for the grant application to FTA in which the City requested funding for one bus and bus shelters.

Fiscal Impact Amount	Description	Account information
$20,579.40	The City submitted a letter in the grant application committing cash match of $6,910 for this project, but with the ONC match withdrawal, the City must now contribute $20,579.40.	A new Caselle account number would be set up for this grant.

Summary statement

The City of Bethel applied for and was awarded a "Ladders of Opportunity" grant in the amount of $82,318 from the Federal Transit Administration to fund the purchase and shipping of 15 three-sided see-through bus shelters. Since ONC withdrew their commitment to fund the cash match for this grant, if the City accepts this grant, the City must provide $20,579 in cash match.

These bus shelters would be permanently installed on City property with the help of some in-kind sand deliveries and in-kind labor and expertise to facilitate installation.

An idea recently expressed was the additional use of these bus shelters for school children while they wait for the school bus. Strategic placement in town could satisfy both needs.

CITY OF BETHEL

P.O Box 388 • Bethel, Alaska 99559
907-543-2087
FAX # 543-4171

July 29, 2014

Sam Snead
Federal Transit Administration

RE: Cash Match Commitment Letter for Ladders of Opportunity Initiative in FY 2014

Dear Mr. Snead:

The FY 2015 State of Alaska Capital Budget contains a line item where $1,000,000 is to be provided to the Alaska Mobility Coalition to allow the State Department of Transportation and Public Facilities, Transit Division to disseminate it to public transit systems for use as Public and Community Transportation State Match. The City of Bethel has received a portion of the State Match Grant appropriation for each of the last three years. City amounts ranged from $15,000 to $18,000. State Transit Coordinator Debbi Howard indicated in an e-mail to the City that the grant agreements may be prepared and issued as early as the first week in August 2014.

Please accept this commitment letter from the City of Bethel that a cash match amount of $15,791.53 will be made available from the City to match money requested from FTA in the State's application on behalf of the City for Prior Year Section 5309 Bus and Bus Facilities Program (Ladders of Opportunity Initiative) funding. The City cash match amount will be made available until such time as the State Match Grant is awarded to the City. Once the State Match Grant is awarded, the amount of $15,791.53 will be used from the State Match Grant to match the Ladder of Opportunity Initiative grant and the City's commitment withdrawn. If the State Match Grant is less than $15,791.53, the City will provide the difference in match funds, such that a total of $15,791.53 will definitely be available as match.

If you have any questions, please contact me at your convenience by calling 907-543-1373 or sending an e-mail to (gmoyer@cityofbethel.net).

Sincerely,

Greg Moyer

Greg Moyer
Interim City Manager

"Deep Sea Port and Transportation Center of the Kuskokwim"

New Business

City of Bethel Action Memorandum

Action memorandum No.	14-71		
Date action introduced:	12-09-2014	Introduced by:	Mayor Robb
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: *Approve Mayor's appointment of Joseph Klejka to the Public Works Committee as an Alternate Member.*

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

Attachment(s): Application

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

Action memorandum 14-71 is sponsored by the Mayor at the request of the City Clerk.

Joseph Klejka has requested appointment to the Public Works Committee. If appointed, he would be appointed to a term of three years with a term expiration of December 31, 2017 as an alternate member.

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

APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

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

__ Energy Committee
__ Parks and Recreation Committee
__ Finance Committee
✓ Public Works Committee
__ Port Commission
__ Public Safety and Transportation Commission
__ Planning Commission

All Planning Commissioners are required to provide a Financial Disclosure Statement to the City Clerk's Office within 30 days of appointment. Commissioners are also required to update those statements only when changes occur that would require an amendment to their statement.

NAME: Josef KLEJKA

MAILING ADDRESS: PO Box

RESIDENCE ADDRESS:

HOME PHONE: 907

WORK PHONE:

CELL PHONE:

E-MAIL:

OCCUPATION: Physician/Administrator

EMPLOYER: YKHC

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

   No except dog team

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

YKHC

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

No

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

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

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

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

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

Signature of Applicant: Date: 11/12/14

FOR OFFICE USE ONLY

Date Received: 11/24/14

Date of Council Approval: Action Memorandum Number: 14-71

Date Applicant Notified:

Term Expiration:

Registered voter of the City ✓ Yes __ No

Return completed application to the Office of the City Clerk.

City of Bethel Action Memorandum

Action memorandum No.	14-72		
Date action introduced:	12-09-2014	Introduced by:	Mayor Robb
Date action taken:		▒ Approved	▒ Denied
Confirmed by:			

SUBJECT/ACTION: *Approve Mayor's reappointment of Scott Guinn to the Public Works Committee.*

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

Attachment(s): Application

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

Action memorandum 14-72 is sponsored by the Mayor at the request of the City Clerk.

Scott Guinn has requested reappointment to the Public Works Committee. If appointed, he would be appointed to a second term of three years with a term expiration of December 31, 2017.

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

APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

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

__ Energy Committee
__ Parks and Recreation Committee
__ Finance Committee
X Public Works Committee
__ Port Commission
__ Public Safety and Transportation Commission
__ Planning Commission

All Planning Commissioners are required to provide a Financial Disclosure Statement to the City Clerk's Office within 30 days of appointment. Commissioners are also required to update those statements only when changes occur that would require an amendment to their statement.

NAME: Scott Guin

MAILING ADDRESS: Box

RESIDENCE ADDRESS:

HOME PHONE:

WORK PHONE:

CELL PHONE:

E-MAIL:

OCCUPATION: Contractor

EMPLOYER: Guin Building Services

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

Guin Building Services
2D Rentals

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

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

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

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

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

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

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

Signature of Applicant: Date:

FOR OFFICE USE ONLY

Date Received: 12-2-2014

Date of Council Approval: Action Memorandum Number: 14-72

Date Applicant Notified:

Term Expiration:

Registered voter of the City ✓ Yes __ No

Return completed application to the Office of the City Clerk.

City of Bethel Action Memorandum

Action memorandum No.	14-73		
Date action introduced:	12-09-2014	Introduced by:	Mayor Robb
Date action taken:		▒ Approved	▒ Denied
Confirmed by:			

SUBJECT/ACTION: *Approve the Contract for Professional State Lobbying Services with Proposer A.*

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

Attachment(s):

- Draft Contract for Professional Services
- Released Request for Proposal

Amount of fiscal impact		Account information:
	No fiscal impact	
	Funds are budgeted for.	
$5,000 for the FY 2014 Budget. $10,000 for the FY 2015 Budget.	Funds are not budgeted. Budget modification is required. **Affected account number: 10-51-649**	Administration's Lobbyist Account has budgeted $40,000 for FY2014.

As approved by Council, the City released a Request for Proposal (RFP) for State Lobbying Services. The deadline for the proposal submissions was on November 24, 2014. In response to the RFP, the City Clerk's office received two qualified proposals.

On December 3, the RFP Review Committee consisting of the City Clerk, Assistant Finance Director and Mayor Robb, reviewed and scored the two qualified submissions based on the Evaluation Criteria listed under Section 4 of the RFP and attached hereto.

As a result of the review and collaborative scoring by the Review Board, the Board recommends Proposer A, for the City's lobbying services.

Contract Summary

The Contract for State Lobbying Services as presented would consist of an annual fiscal responsibility of $50,000 to the City with monthly invoicing submitted by the contractor. In return the City would obtain State Lobbying Services from Proposer A. State Lobbying Services would consist of in person and telephonic meetings with Council and Administration to discuss City priorities and strategic planning on

Action memorandum No.	14-73		
Date action introduced:	12-09-2014	Introduced by:	Mayor Robb
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

how to best approach the requests to the Governor and the State Legislators. Status updates prior to and at the conclusion of the session would also be provided to Council and Administration as warranted.

If approved, the Contract would requiring Proposer A, to monitor State legislative committee meetings, agency hearings and meetings prior to and during the legislative session and any special session(s) as well as to attend and testify on behalf of the City where applicable. A full detail of services rendered is provided under Section 10 of the Contract and in the scope of work in the RFP.

The Contract would be for a period of three years, beginning January 1, 2015 and will remain in effect until December 31, 2017.

Summary Review Board's Cumulative Scores

After a thorough review, two qualified proposals were scored with a total of 100 points possible. Proposal A, received a total of 85 points; Proposal B, received a total of 76 points. The point values are broken out below.

Scoring Criteria	Proposer A	Proposer B
Cover Letter (Maximum: 10 Points)	7	8
References (Maximum: 10 Points)	10	10
Proposed Rates (Maximum 20 Points)	15	20
Qualifications & Experience (Maximum 30 Points)	26	19
Overall Quality of Proposal (Maximum 10 Points)	10	4
Writing Sample (Maximum 20 Points)	17	15
Total	85	76

Professional Services Agreement
State Lobbying Services

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made by and between the City of Bethel, a municipal corporation (hereinafter "City") and Sattler Strategies (hereinafter "Contractor") and is effective on January 1, 2015.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES:

1.1 (Contractor) will provide the City with professional services as mutually agreed upon and described in the attached Statement of Work. All services to be provided hereunder will be referred to as Services.

1.2 Statements of Work will be written documents setting forth at a minimum:

a. A complete, sufficiently-detailed description of the types of Services to be rendered;
b. The applicable billing rates for the Services to be rendered (Services Fees); and
c. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by City and Contractor.

1.4 The City Clerk, or their designee, will review the Status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review. City and Contractor agree to execute and maintain copies of these status reports.

1.5 Contractor will provide reports to the City as outlined in Section 10 of this Agreement.

2. OBLIGATIONS

2.1 Contractor will provide lobbying services to City as both the Contractor and City subsequently agree and as outlined in the Statement of Work.

3. SERVICES AND FEES AND EXPENSES

3.1 Contractor shall be responsible for all costs associated with the provision of work under this Agreement. Such costs may include, but are not limited to, lodging while in Juneau and travel to/from Juneau. Contractor understands that these costs form a part of the basis of the agreed upon fee and will not be separately reimbursed.

3.2 Contractor will invoice the City monthly with a detailed invoice describing work performed. Contractor shall only invoice for work actually completed, not work anticipated to be completed.

3.3 City shall tender payment of all invoices within thirty (30) days of receipt.

3.4 In the event of a dispute regarding any invoice submitted by Contractor, City shall provide written notice of the dispute within ten (10) days of receipt of the invoice. The undisputed portion of the invoice shall be paid in accordance with this Agreement.

3.5 In the event the parties have a dispute as to invoicing and cannot reach a resolution immediately, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matters and who will record the date of first discussions.

3.6 If the Parties' representatives are not able to resolve such matter within ten (10) business days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected.

3.7 Upon receipt of such notice, Senior Executives of the Parties shall schedule a meeting within ten (10) calendar days to discuss resolution. If the dispute remains unresolved twenty (25) days from the date of first discussion, the Parties shall submit such matter to non-binding mediation.

3.8 **Mediation.** In the event all of the above methods of resolving a dispute fail, the parties shall proceed to mediation. Mediation shall be assisted by a neutral mediator acceptable to both parties and shall require the reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute.

3.9 Each party may disclose any facts to the other party or to the mediator that it, in good faith, considers reasonably necessary to resolve the Dispute. However, al such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties.

3.10 Mediation shall conclude if the parties have engaged in good faith settlement negotiations but nonetheless are unable to resolve the Dispute through the mediation process.

3.11 The attorneys' fees and costs incurred by each party in such mediation shall be borne solely by such party, except that the fees and expenses of the mediator, if any, shall be borne equally by the parties.

3.12 Any Dispute not resolved first by mediation between the parties may be decided by litigation. The appropriate venue for any litigation is the Alaska Court System, Fourth Judicial District at Bethel.

4. TERM AND TERMINATION

4.1 This Agreement shall commence as of the Agreement Date above and shall remain in force through December 31, 2017.

4.2 In the event of a breach of this Agreement, the City will provide Contractor an opportunity to cure by providing written notice to the Contractor of the breach. The Contractor 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. If a breach is not cured within the specified period of time, the City may terminate the Agreement 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.

4.3 If the breach endangers City property, employees or the public, the City may suspend the Contractor's operations as appropriate while still giving time for the Contractor to cure the breach.

4.4 The City may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Contractor, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Contractor for the benefit of creditors, a petition or other proceeding against the Contractor 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 Agreement if the City reasonably determines that the Contractor is unable to perform the terms of the Agreement due to bankruptcy or insolvency.

4.5 Termination of this Agreement shall be by written notice to the Contractor.

5. PROPRIETARY RIGHTS: CONFIDENTIAL INFORMATION

5.1 Contractor agrees that the work products from the Services provided to City shall be owned by City. Nothing contained in this Section 5.1 shall be construed as prohibiting Contractor from utilizing in any manner knowledge and experience of a general nature acquired in the performance of Services for City.

5.2 By virtue of this Agreement, each party hereto may disclose to the other party information that is Confidential and otherwise proprietary. Unless governed by the terms of an existing contemporaneously executed non-disclosure agreement ("NDA"), the following apply:

5.3 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.4 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party pending any Federal or State laws related to the matter. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, City or Contractor, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those

set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

5.5 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

6. WARRANTIES/ASSURANCES

6.1 Contractor represents that, at the time and within the locality where the Services are performed under this Agreement, those services shall be performed in a professional manner conforming to those generally accepted industry standards and practices existing at that time. Contractor agrees that it has the sole and exclusive obligation with respect to the Services performed under this Agreement to correct any nonconformity.

6.2 Contractor shall indemnify, defend and hold harmless the City from and against any claim of, or liability for, negligent acts, errors and omissions of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for, the independent negligent acts, errors and omissions of the City. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and the City, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis.

6.3 In this section, "Contractor" and "city" include the employees, agents and contractors who are directly responsible, respectively to each.

6.4 "Independent negligent acts, errors and omissions" means negligence other than in the City's selection, administration, monitoring or controlling of the Contractor, or in approving or accepting the Contractor's work.

7. INSURANCE

7.1 Contractor acknowledges they are an Independent Contractor and not an Employee of the City. Contractor is solely responsible for any insurance costs for Contractor's company and in no event will Contractor be insured by the City of Bethel.

8. LIMITATIONS ON LIABILITY

8.1 EXCEPT FOR DAMAGES OR LOSSES ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATION OR INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT NEGLIGENCE, STRICT LIABILITY, LOSS OF DATA,

LOSS OF USE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 The Contractor agrees that the City is not bound by any act, omission, communication, determination, decision or direction of any person other than the City Council or their properly appointed designee. The Contractor must promptly carry out any determination, decision or direction of or given by the City Council as a body, not individually, but the Contractor is not responsible or liable for the consequences of doing so if the Contractor, acting in accordance with the standards and matters, immediately objected in writing to the City Attorney that the determination, decision or direction was contrary to those standards and matters.

8.3 Contractor represents that the Services provided hereunder will be performed in a professional manner consistent with the quality of Contractor's performance of service for similarly situated customers and in accordance with generally accepted industry standards as existing at the time and within the locality where the Services are to be performed.

9. INDEPENDENT CONTRACTORS

9.1 Contractor shall perform the services under this Agreement as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal agent or employment relationship between the parties. Neither party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other party and shall have no power or authority to bind the other party to assume or create any obligation or responsibility, express or implied on the other party's behalf or in its name, nor shall such party represent to any one that it has such power or authority.

10. REPORTING & MEETING REQUIREMENTS

10.1 **In Person:** Contractor shall meet in person with the City Council (as a body) and the City Manager at least twice annually. The first required in person meeting shall be prior to the legislative session commencing to allow adequate time to prepare a detailed strategic plan for the upcoming legislative session.

The second required shall be held within twenty (20) days of the final report for the year. During this second meeting, Contractor will be prepared to summarize the session and provide any key legislation the City should be aware of, identify the strengths and weaknesses with regard to the City's strategy for funding, and suggestions for how the City can improve in the following year.

10.2 **Telephonic Updates**: Contractor shall be available, upon reasonable notice, during the Legislative Session, to answer key questions or provide requested feedback to the City Council.

10.3 **Written Reports**

(a) Contractor should provide regular written updates or information bulletins pertinent to any legislation, rules or regulations and other State Policies or programs that affect or reasonably may affect the City and/or its citizens.

(b) While the Legislature is in session, Contractor shall provide a weekly written summary report by the close of business each Friday which provides a status of legislative issues heard that week, anticipated action for the upcoming week, and suggested action, if any, that City staff or elected officials should implement.

(c) A short written report summarizing the status of the City's Legislative Requests shall be provided no more than one (1) week after the closing of each session or relevant special session(s).

(d) A detailed final report shall be provided outlining all important issues before the legislature, the City's requests, and anything reasonably of pertinence to the City. This final report shall be provided within thirty (30) days of the close of the session. Supplementary final reports shall be provided at the close of any special session(s). Such report shall at a minimum:

1) Summarize what happened during the recently adjourned legislative session;
2) Summarize how the City's requests fared and provide an analysis of how the requests were received, both positively and negatively;
3) Summarize key legislation that impacts or reasonably may impact the City and/or its citizens;
4) Point out upcoming changes to the laws that are reasonably expected to impact the City and/or its citizens;
5) Provide feedback to the City on how to improve its Legislative requests for the following year in light of their receipt in the recently adjourned session and in light of major changes or topics of discussion in the session.

(e) During the time the Legislature is not in session, Contractor shall provide written quarterly reports outlining their achievements as they relate to Contractor's services, and more specifically to the goals and objectives set forth in the City's Legislative Requests.

11. GOVERNING LAW

11.1 This Agreement shall be governed and construed in accordance with the laws of the State of Alaska. Exclusive jurisdiction for any action relating to this Agreement shall be in the Bethel Superior Court, Bethel, Alaska.

12. GENERAL PROVISIONS

12.1 **Notices:** Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and be hand delivered or sent by certified mail, addressed as follows:

To the City:	To the Contractor:
City Attorney	Sattler Strategies
City of Bethel	Attn: Mary Sattler
PO Box 1388	PO Box 1129
Bethel AK 99559-1388	Bethel AK 99559-1129

12.2 **Severability:** If any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other terms and provisions shall be deemed valid and enforceable to the maximum extent possible.

12.3 **Force Majeure:** Neither party shall be liable for loss, damage or penalty arising from delay due to causes beyond its reasonable control.

12.4 **Assignment:** Neither party shall assign, delegate or subcontract any portion of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided, however, that consent shall not be required in the case of an assignment by either party to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets. Notwithstanding the foregoing, Contractor may subcontract any portion of its obligations under this Agreement to a third party so long as Contractor remains responsible for the performance of such obligations.

12.5 **Complete Agreement:** This Agreement, the Statement of Work, the Request for Proposals and the accepted Proposal of Contractor, the Feasibility Study and update to the Feasibility Study are the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof, which supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter.

12.6 **Modification:** Each party agrees that any terms or conditions of this Agreement that are in addition to or inconsistent with the terms and conditions of this Agreement shall be of no force or effect. This Agreement may only be modified by a written instrument duly executed by an authorized representative of both the City and Contractor.

12.7 **Non-Waiver:** The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision.

12.8 **Contract Interpretation:** This contract shall be interpreted based on the Statement of Work. Any discrepancies should be resolved looking first to the following documents: the Request for Proposals and the Submission by Sattler Strategies

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the Agreement date first written above.

Contractor	City of Bethel
_____	_____
Mary Sattler, Sattler Strategies	Ann K. Capela, City Manager

STATEMENT OF THE WORK
EXHIBIT A

This Statement of Work is made effective by and between the City of Bethel (a municipal corporation) (hereinafter "City"), and Sattler Strategies (hereinafter "Contractor") located at Bethel, Alaska.

1. **Description of Services:**
   - Face to Face meetings with local state representatives as Lobbyist, in their professional opinion, deems appropriate and helpful to the City;
   - Face to Face meetings with the City Council, as a body, prior to the annual convening of the Legislature in order to assist the City of Bethel in developing a legislative agenda.
   - Face to Face meetings with the City Manager and/or Council as reasonably requested and as deemed appropriate to developing a detailed strategic plan for securing appropriations; for advising the City as to current state issues; and for updating the City on other important items before the Legislature.
   - Assisting the City in preparing the annual appropriations requests for the Governor's budget;
   - Assisting the City in preparing an annual appropriations request to legislators and following those requests through the committee and sub-committee process;
   - Identifying and working to obtain funding for City projects and priorities;
   - Regularly reviewing existing and proposed state policies, programs and legislation and keeping the City informed as to changes or issues that are of importance to the City;
   - Following state legislation that is of potential interest to the City, including actions on initiatives and keeping the City informed as appropriate;
   - Identifying and informing the City on issues that may affect it or its citizens;
   - Reviewing legislative policy statements adopted by the Alaska Municipal League, National League of Cities and other local government and lobbying groups regarding issues which may be of importance to the City;
   - Advocating the City's interests as appropriate;
   - Monitoring State legislative committee meetings, agency hearings and meetings prior to and during the regular and any special legislative session(s) during which items of specific import to the City are discussed/considered;
   - Developing and evaluating strategy for the support, opposition or amendment of pending legislation as directed by the City Council;
   - Testifying and lobbying on behalf of the City before State legislative, appropriations committees, agency hearings, rule making proceedings and other administrative agency meetings, as necessary;
   - Coordinating meetings or appointments between individual City Council members (acting in their official capacity) and the City Manager and Congressional leaders;
   - Assisting the City in drafting any needed letters to State leaders regarding issues of interest and concern to the City and/or its citizens;

2. **AGREEMENT FINAL PRICE:** The maximum fee to be paid under this Agreement shall not exceed Fifty Thousand Dollars ($50,000) annually.

3. **Invoicing & Payments:**
   Detailed and itemized invoices shall be presented to the City of Bethel, Attn: City Manager, once each month. The City of Bethel will have thirty (30) days to process any undisputed invoices and submit payment to Contractor.

4. **Additional Terms and Conditions:** None.

   This Statement of Work serves as an Exhibit to the Services Agreement.

AGREED AND ACCEPTED:

SATTLER STRATEGIES	CITY OF BETHEL
_____	_____
Mary Sattler, Owner	Ann K. Capela, City Manager
Dated: _____	Dated: _____

CITY OF BETHEL
BETHEL, ALASKA

REQUEST FOR PROPOSALS

STATE LOBBYING SERVICES

Proposal Release Date:
October 16, 2014

Proposal Due Date:
November 24, 2014 at 12:00p.m. Alaska Standard Time

Proposal Review Date:
November 26, 2014 10:00a.m.

Proposal Review Place:
City of Bethel, City Hall
300 State Highway
Bethel, Alaska 99559

REQUEST FOR PROPOSALS

PROFESSIONAL LOBBYING SERVICES

INTRODUCTION

The City of Bethel, Alaska, is soliciting proposals from individuals or firms interested and qualified to provide Professional Lobbying Services.

It is the intent of the City of Bethel to select a single consultant/consulting firm to accomplish all the services outlined in this Request for Proposal.

1. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSALS

1.1 Delivery Option

One (1) original, unbound proposal and two (2) copies of the proposal in a sealed box or envelope clearly marked "City of Bethel, State Lobbying Services-Request for Proposal". The proposal must be received no later than **November 24, 2014, 12:00 P.M.** Alaska Time, by mail or personal delivery to:

City Clerk's Office, Lori Strickler
City of Bethel
300 State Highway
P.O. Box 1388
Bethel, AK 99559

1.2 Questions

Questions or comments on this RFP shall be directed in writing to: Lori Strickler, City Clerk by emailing lstrickler@cityofbethel.net. Any responses will be in writing via addendum distributed to all known Bidders.

1.3 Any proposal received after the announced time and date for submittal, whether by mail or otherwise, shall be rejected. It is the sole responsibility of the Contractor to ensure that its proposal is received by the deadline indicated. However, nothing in the RFP precludes the City of Bethel from requesting additional information at any time during the procurement process.

1.4 Nothing herein is intended to exclude any responsible Proposer or in any way restrain or restrict competition. The City reserves the right to reject any or all proposals.

1.5 Any proposal submitted must include the Signature Sheet which has been signed by an individual authorized to bind the Proposer. All proposals submitted without such signature may be deemed non-responsive.

1.6 RFP Process: Proposers are to submit written proposals which present the Proposer's requested information, qualifications and understanding of the work to be performed. The proposal should be prepared simply and economically and should provide all the information which the Proposer considers pertinent to its qualifications for the project and which respond to the Scope of Work and Evaluation Criteria listed herein. Emphasis should be placed on completeness of service offered and clarity of content. To assist in the evaluation process, Proposers should limit their qualifications portion to no more than ten (10) standard sized (8.5" x 11") pages.

1.7 All proposals shall be open for public inspection after a notice of intent to award a contract is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public.

2 PROPOSED SCOPE OF WORK

2.1 Term

The term of the agreement will be for three years, with the possibility of one (1) three year renewal option.

2.2 Purpose

The City of Bethel invites all interested, qualified Proposers to submit a proposal to provide professional consulting services for representing the City of Bethel in legislative matters at the State level for projects identified by the Bethel City Council. The legislative services shall include, but not be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work identified in this Request for Proposal (RFP).

2.3 Scope of Work

The successful Proposer will provide legislative and lobbying services at the State level to assist the City of Bethel in developing a legislative agenda and securing funding. This agenda will include areas of general municipal government, including but not limited to: telecommunications, sanitation waste disposal, parks and recreational services, economic development, streets and transportation, sanitary sewer, infrastructure, police and fire services, homeland security, grants, legislative issues that restrict the power of local government such as eminent domain and annexation, and other issues affecting municipalities as more fully described in this RFP.

The successful Proposer must agree to be available at all times, upon reasonable request, to meet with the City Council, City staff and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of the State Government. It is expected that the successful Proposer will review and understand the agendas of the House and Senate leaders at the State level in order to assist the City to strategically seek funds.

The successful Proposer will work collaboratively with the Bethel City Council, City manager and designated staff to develop the City's State program and represent the City's interests in Juneau. The Proposer will bear all costs associated with the travel, office space and other items as is necessary to perform the services provided to the City.

The successful Proposer will handle a range of activities including, but not limited to:

1. Work closely with the City Council, City Manager, and key staff to develop a detailed strategic plan, to be referred to as the City of Bethel State Legislative Requests, for acquiring appropriations and funding for the City of Bethel.
2. A minimum of two (2) meetings will be required in the City of Bethel to assist in the development of the City's State Legislative Requests. Status updates will be presented to the City Council on a semi-annual basis and as needed or required throughout the term of the Contract.
3. Assist the City in the preparation of appropriations requests and required sub-committee forms.
4. Identify and aggressively act to obtain funding for the City of Bethel projects.
5. Review on a continuing basis all existing and proposed state policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City on these matters. Provide legislative expertise and consulting services.
6. Review legislative policy statements adopted by the Alaska Municipal League, National League of Cities and other local government and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
7. Identify other state legislation of interest to the City, monitor actions on these initiatives, and advocate the City's interest when appropriate.
8. Monitor State legislative committee meetings, agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues with the City's adopted Legislative Program are considered, as well as other issues that may arise that affect the City.

9. Work with the City Council, City Manager and designative staff to develop special general legislation in keeping with, or supportive of, the City adopted Legislative Request.
10. Develop and evaluate strategy for the support, opposition, or amendment of pending legislation.
11. Testify and lobby before State legislative and appropriations committees as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings.
12. Appear and testify before agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's Legislative Requests.
13. Coordinate appointments or meetings between the City Council, other designated individuals, and Congressional leaders.
14. Assist the City in drafting any needed letters to State leaders regarding issues of interest and concern to the City of Bethel.
15. Provide written quarterly status reports on the Consultant's achievements as they related to the goals and objectives set forth in the City's Legislative Requests.
16. Other required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other State Policies or programs that affect the City and its citizens either directly or indirectly.
17. While the Legislature is in Session, a written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action for the upcoming week, and suggested action that City staff or elected officials may implement.
18. A written report that summarizes the status of the City's Legislative Request shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.
19. When the Legislature is not in Session, the successful Proposer shall provide periodic reports on issues of interest or concern to the City. Such information may include, but not be limited to: action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

3. QUALIFICATIONS AND EXPERIENCE

3.1. State in detail, the Proposer's specific experience and provide examples of similar work performed for other clients. If the Proposer has developed specialized expertise in any area or issue, please describe the scope and extent of that expertise.

3.2 Provide at least three (3) references.

3.3 Provide two (2) writing samples that relate to the work being requested in this RFP.

4.0 EVALUATION OF PROPOSALS

4.1 Evaluation Process

The City will appoint a selection committee to formally evaluate each response. The evaluation process will grade the responses on merit and responsiveness. The evaluation process will include verification of references and may include other information as directed by the City.

4.2 Required Submittals

All Proposers shall submit the following, not to exceed a total of ten (10) standard (8.5" x 11") pages:

1. Cover sheet
2. Proposal
3. Resume
4. References
5. Proposal Price Sheet
6. Bidder Certification
7. Writing Sample (will not be counted towards page limit)
8. Proposed contract for services (will not be counted towards page limit)

4.3 Grading Format

Each section or subsection of the response will be considered a separate selection criterion and will be graded individually. All scores will be summed to give the grand total score. The maximum possible total score for the response is 100 points.

4.4 Point Values

Criterion	Point Value
TRANSMITTAL (COVER) LETTER	10%
REFERENCES	10%
PROPOSED RATES	20%
QUALIFICATIONS AND EXPERIENCE	30%
OVERALL QUALITY OF PROPOSAL	10%
WRITING SAMPLE	20%

5.0 CERTIFICATION

The following certification must be included in the proposal in order to be considered:

"The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other Proposer, and that the contents of this RFP have not been communicated to any other Proposer prior to the official opening of this RFP."

Signed By: _____ Title: _____

Print Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
PO Box or Street City State Zip

Other Address: _____
PO Box or Street City State Zip

Remit Address: _____
PO Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

PROPOSAL PRICE SHEET
City of Bethel
LOBBYING SERVICES

Proposal Date: _____Price Submitted by: _____

TOTAL PROPOSAL PRICE

_____$ _____
(Use words: Ex. One hundred thousand dollars) (use numerals: Ex. $100,000)

SIGNATURE AND VERIFICATION

Pursuant to and in compliance with the City of Bethel's Request for Proposals, the undersigned hereby proposes to complete the scope of work described herein and in the proposal submitted for review and approval for the total amount of money given above.

Respondent Name (printed):	Title:
Company Name and Mailing Address:	Telephone Number: Fax Number: E-mail Address:
Signature:	

Mayor's Report

Manager's Report

CITY OF BETHEL

P.O. Box 1388
Bethel, Alaska 99559
Voice: 907-543-1373
Email: acapela@cityofbethel.net

Date: December 3, 2014
From: Ann K. Capela, City Manager
To: Bethel City Council
Cc: Lori Strickler, City Clerk
Patty Burley, City Attorney

Re: City Manager's Report

CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

- **YK Aquatic Center**
  1. Wind turbine is operational, however there is a defective thread which is a warranty issue – Unit Company was notified.
  2. Redi Eletric is currently on site and is working on the Radio Transmitter.
  3. Additional clocks to serve customer service are being installed at pool side.
  4. Water – There may be a possible leak in some fittings, this is being addressed by tightening fittings.
  5. Cold water – will be addressed in the women's locker room when there are no customers in the locker room.
  6. Pool is closed to general public on Saturday December, 6th for a special event. The notice, flyers, for closure were posted in the pool facility, facebook radio, City's web site.
  7. City's web site has a front page e-link to the YK's facebook page.
  8. City's Parks and Rec Director will be linking with USA Pool management and Kuimarvik Committee to develop cooperative community programs at the YK fitness center. Parks and Rec Director will oversee that same communication (announcements and program developments) are posted on the City's official web site.
  9. Reminder to everyone to check the YK facility hours of operations during the Christmas/Holiday season.

- **Labor Negotiations –** Goal is to set up a "fast track" process to complete the labor negotiations.

- **Personnel – Fire Chief,** Bill Howell will be setting up interviews to fill the vacant Captain's position.

- **City of Bethel – Organizational Chart:** Attached is the Final Draft of the City's organizational chart. There may be a need for some clarification of current approved positions and currently funded positions. It appears that some positions in the FD are approved but not funded.

- **HR Director** – Plan "A" the position will be re-advertised locally, state and nationwide. Plan "B" if the advertisement does not produce a candidate, I will come back to Council to approve a temporary full time HR technician and RFP for HR professional services. Depending on the level of HR tech skill set, this may allow the time to train and develop internal skill set for a future "home grown" HR Director.

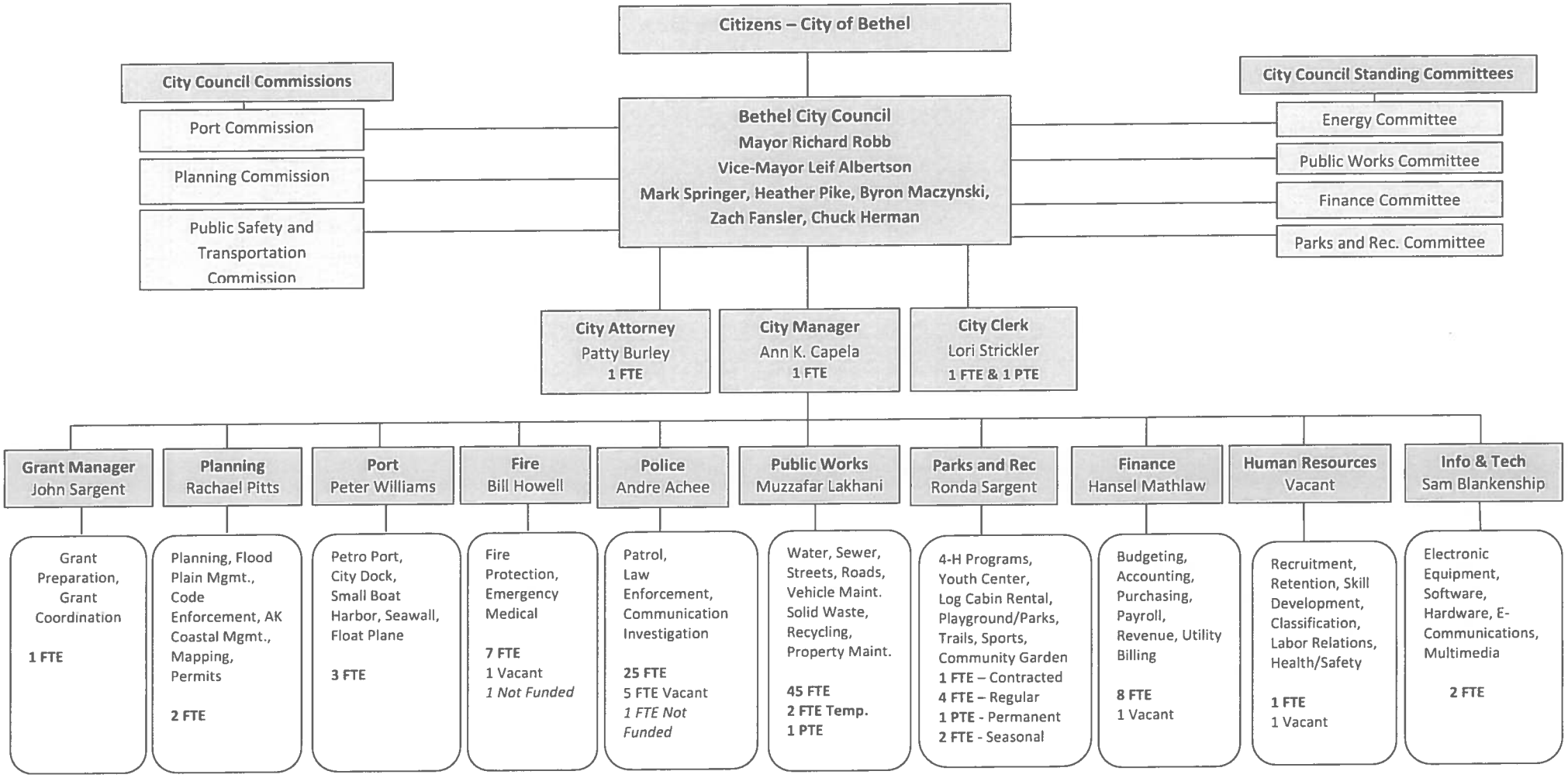
  HR – Partial list of what needs to be addressed:
  1. CDL drug and alcohol testing in accordance to FTA grant requires.
  2. Vehicle use policy.
  3. Employee Handbook – current Handbook was compiled in 1992.
  4. Workers Comp forms.
  5. Workplace injury return to work policy
  6. Reporting process for post vehicle accident testing
  7. Staff training by City's insurer (liability etc).
  8. Complete the contract with UA (4H program) and the City.

  - **City Web Site** – Department Heads have been directed to update their web site information.
  - **All current City contracts** – all original City contracts must be filed with the City Clerk's office.

- **Security and Safety of City owned property** – Administration will be investigating of installing cameras at various City facilities to monitor safety and security of the employees, program participants and general public. IT will be looking into the operations of the system and John Sargent will look at possible Homeland Security equipment grants.
- **Prepare for USDA grant** – John Sargent, Muzzafar Lakhani and Hansel Mathlaw will be working on specific USDA Water and Sewer funding opportunity.

  City of Bethel staff appreciation Christmas/Holiday event – Will be held December 13, 2014. Santa has informed the City that he will be making an appearance and for those children that have been "nice" there may be goodies. The employees will receive the traditional turkey, ham or if vegetarian a fruit/vegetable basket.

- **City Christmas/Holiday Hours:** – The City services will be operational throughout the Christmas/New Year Holiday season. There may be times that some departments might be at a lower staff ration but all regular City services will be available. City Manager will be available while out of town via Skype/Face Time, fax, email and texting. City's workload will be carried out.



Notes: Total 101 FTE
4 FTE Temporary & 3 PTE
8 FTE Currently Vacant
2 FTE Approved but NOT funded

Management Team Reports

Planning Department Report

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

Titles 15-18 of the BMC are on the Planning Commission agenda for December 11th. Everyone is invited to go over the changes. There are legislative edits on the Planning Department page of the city website. The titles are:

15. Buildings, Construction, and Flood Control
16. Planning, Land Use, Platting and Development
17. Subdivisions
18. Zoning

A subdivision is proposed on BIA Road by way of preliminary plat, which will also be open for review and comment at the Planning Commission meeting.

A preliminary plat involving city property or property to be acquired in the old port area will also be reviewed.

Site Plan Permit Applications and Code Enforcement: The Planning Department has received 64 Site Plan Permit applications to date.

Construction Projects:

AVCP is proposing to construct two duplexes to serve as student housing. Both are under construction.

The Moravian Church is doing some site improvements that will include an expansion of the seminary.

The Prematernal Home has opened. This is a project for the community to be very proud of.

The City has received permission from The Army Corps of Engineers to construct an access road east of the Small Boat Harbor.

The Recreation and Aquatic Center Grand Opening was attended by enthusiastic crowds!

MEMORANDUM

DATE: December 2nd, 2014

TO: Pete Williams, Acting City Manager

FROM: Bill Howell, Fire Chief

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

Programs/Divisions

- The Department was recognized this year at the State EMS symposium by the Alaska Council on EMS (ACEMS) with the "outstanding ambulance service award" for three successful resuscitations one which resulted in the birth of a healthy baby. A copy of Governor Parnell's letter is attached to this report. The award plaque is being displayed in the entry foyer at the Fire Station

- We are reviewing a draft MOU/MOA with YKHC regarding clinical experience of our EMS staff and volunteers in the Hospital. The MOU has been forwarded to the City Attorney for review. We anticipate an update from the City Attorney soon.

- The Department is preparing an RFP for new Self Contained Breathing Apparatus (SCBA). The RFP for this project is nearing completion. The total budget provided by FEMA's Assistance to Firefighters Grant Program is approximately 102,000.

- A new VOIP phone system was installed in the Department by GCI. We are working out many kinks in the new phone system and hope to have it fully operation soon.

Responses

- The Department responded to 96 medical calls for service In November.

- The Department responded to 8 fire and rescue calls for service in October.

  On 11-30-14 at 4:11 a.m. the Department responded to a report of a building fire in the 800 block of Ptarmigan Street. Upon arrival Firefighter found an Atco type construction trailer fully involved in fire. Firefighters extinguished the blaze but were unable to save the structure. No injuries or were reported. The fire is under investigation

On 11-28-14 at 1:51 a.m. Firefighters responded to a car fire in the area of the 200 block of Ptarmigan Street. Upon arrival Firefighters found a fully developed car fire threatening and impinging upon the nearby occupied home. Firefighters quickly extinguished the blaze and removed eight occupants of the home to safety. The Fire is under investigation.

- The Department is continuing to cooperate with Bethel Po0lice Department and the State Fire Marshalls office, to determine cause and origin of several Bethel Fires.

Staffing

- The Department welcomes Michael Reahl as a full time Temporary FF/EMT. Michael, who is a licensed Paramedic and certified FF II from Florida, joined the department as a volunteer in August of 2014. We welcome Michael and his wife to the Department

- I have accepted promotion to the position of Fire Chief. As the Fire Chief, I will continue the work of prior Bethel Fire Chief's George Young, Mark Barker and John Sanchez to improve Bethel's Emergency Services capabilities, Responder safety and training and disaster and emergency preparedness. I look forward to the challenges ahead and am grateful and humbled to have the opportunity to serve the Citizens of Bethel.

- The Department has one Firefighter/EMT on injury leave following a back strain on a November 29th ambulance run. He will return to work on the 9th of December

- The Fire Captain position is vacant and will be advertised in house in accordance with the COBEA contract.

- The Department has one FF/EMT position that was defunded for FY 15

Training

- The Department successfully graduated seven students from its 2014 EMT I class on November 29th. These new Emergency Medical Technicians will join our Volunteer ranks. We would like to welcome: Steven Chung, Mariam Kinegak, Sooyhun Kim, Cherly Miller, Tiana Williams, Miranda Johansson and Samantha Paul to the Bethel Fire Department as probationary Volunteer EMT's

- An EMT Meeting was held on November 18th at 7 p.m. Medics were trained in oxygen toxicity and violence in EMS.

- An EMT meeting was held on November 4th at 7 p.m. Medics received training in Cardiac arrest treatment AHA guidelines and Department standing orders

- A Fire Meeting was held on November 13th at 7 p.m. Firefighters were trained in preserving fire scene evidence. A review of recent incidents was also completed followed by PPE inspection

- The next EMT Meeting is scheduled for December 2nd 2014.

- The next Fire Meeting is scheduled for December 11th 2014

Vehicles

- Engine 4 our new Rosenbauer Fire Engine is undergoing outfitting for service as of the end of November it is approximately 70% ready for service. Firefighters are completing training and familiarization in preparation of this vehicles placement in service.

- Parts are on order for our decertified, 1980 aerial, Truck One. It has become increasingly difficult to source parts for the 34-year old ladder truck.

- M-5 our ambulance, is scheduled for repair of a significant engine oil leak.

Budget/Financial

- The Department is operating within its current budgetary constraints

Governor Sean Parnell
STATE OF ALASKA

November 6, 2014

Fire Chief George Young
Bethel Fire Department
P.O. Box 664
Bethel, AK 99559

Dear Chief Young and Deparment members,

Congratulations to you and your team for receiving the 2014 Emergency Medical Services Service of the Year Award!

Your department was selected by the Governor's Alaska Council on Emergency Medical Services in recognition of your crew's lifesaving actions and cooperative efforts that resulted in three cardiac arrest saves over a 60 day period in 2014, one resulting in the birth of a healthy baby.

Thank you for your dedicated service to the people of Alaska. It is my pleasure to join families of your department, the community of Bethel, and Alaskans across the state in honoring your crew's exemplary accomplishments. I wish you continued success in the years to come.

Best regards,

Sean Parnell
Governor

STATE CAPITOL • PO Box 110001, Juneau, Alaska 99811-0001

MEMORANDUM

DATE: 12/01/2014
TO: Ann Capela, City Manager
FROM: Muzaffar Lakhani, Public Works Director
SUBJECT: Manager's Report

Programs/Divisions

Public Works Director:

Received three proposals for the Engineering services and construction management for the Institutional Corridor piped water supply system. All three firms are qualified and presented good proposals. The evaluation committee comprised of three members unanimously selected "Dowl HKM" firm.

The signed copies of the contract and Notice to Proceed were emailed to Dowl on Nov. 26th, 2014. Completed the RFP for the Wind Turbine maintenance services and is ready to be sent out. Working on the evaluations of the Proposals received for the City wide Fuel Providing Services. Reviewing the Water and Sewer Master Plan update, completion options.

Utility Maintenance:

Within the last month we had a power outage that interrupted water service to Bethel Heights for about an hour, Had a truck run off the road by the post office and hit the sewer line with no damage other than moved it about three feet.

We also had a glycol leak in city sub which took several days to locate we repaired the leak and is back online. Other than that regular maintenance leveling sewer lines and working on city sub lift stations.

Hauled Utilities:

For the month of November, this department has hauled nearly 2,000,000 gallons of sewage, 2,600,000 gallons of water and 2700 cubic yards of garbage. With an average of 170 water stops daily and 204 sewer stops daily. We have been cutting back on the overtime somewhat due to having the drivers to do the work, however the integrity of the trucks themselves still remains an issue; Constant break downs, being the main culprit.

After listening to the last council meeting, regarding advertising, I don't see any reason we could not post advertising on all of the service trucks in the fleet. Just an idea. I know they do this in some other communities, but mostly in the privatized sector of hauling.

Property Maintenance:

Routine maintenance and checks performed daily on all facilities and equipment during the winter months. Vandalism continues to be a problem around the Log Cabin area. Repairs and adjustments are made, clearing snow, spreading salt/sand when needed. Heat and ventilation is being monitored and corrections being made with the changes in outside temperatures. We may have a serious issue on a boiler that we will address this week in a building of ours; otherwise we are still trying to catch up on annual maintenance to all our heating plants.

We have been replacing outside lighting with more efficient L.E.D. lighting when they start to develop problems. There have been a number of burials and we have been meeting with the families to have plots laid out and assign them to the families. We also have assisted other departments with their projects as needed. We utilize community service workers when we can, they are a great help when we need the extra manpower.

Road Maintenance:

Streets and Roads, has been this last month, sanding the roads with the sander truck and also scarifying the roads with the grader to help in making the roads less slippery. With the all the freezing rain that we had last month, we had to run the sander trucks 5 or 6 AM in the morning, so that the roads would be less slippery for the school buses and also for the traffic.

Streets and Roads, has still been hauling sand from the city sand pit to the landfill to use for cover. We have been doing this when we have not been sanding, scarifying, or grading the roads. By doing this it helps to keep the landfill covered, and makes it look better, especially in the spring thaw.

Streets and Roads had also had our work cut out trying to keep the roads as smooth as possible between the thaws and rain storms, so that when it froze up, the roads would be smooth as possible. This was not easy being the roads were so wet, it would hold up to grading for only a few hours at a time. But by staying on top of the grading, and when it started to freeze, we hauled gravel on the gravel roads, and the sandy roads, we hauled in sand to fill in the pot holes.

Streets and Roads on Nov. 25, cut a hole in the ice on H-Marker Lake, and measured the ice at 12 inches. We will start plowing it when the ice is 24 inches. I hope we will have this by the end of December, if it cools off.

Vehicles and Equipment:

The mechanics have been working feverishly on bringing the fleet up in standard. However given the age of and the pounding the trucks take it has been a very difficult proposition. They are certainly understaffed for the number of vehicles they must deal with on a week to week basis.

Transit System:

The Bethel Transit System is very thankful for the Bethel City Council decision to provide the match dollars ($98,000+) for the FY 16 Federal Transportation Grant. We are in need of hiring an On-Call Driver, both the full time and part time drivers are on leave Monday, 12-1-2014, and I will be driving the Green Line from 6:30am to 6:30pm. The Red Line for Monday, 12-1-2014, has been cancelled. The roads on Monday, 12-1-2014, were very slick and I was thankful for the new studded tires on the New Bus. Ridership has been down the past couple weeks. Thanksgiving and weather has played a role in it.

Landfill / Recycle Center:

The landfill has been working on the dike, burying steel and other garbage while at the same time raising the dike. Streets and roads continue to bring and stock pile cover sand.

Staffing Issues/Concerns/Training:

Budget/Financial:

See each Department.

MEMORANDUM

DATE: December 2, 2014

TO: Ann Capela, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – December 9, 2014 Bethel City Council Meeting

USDA Water and Sewer Funding Opportunity

The City of Bethel is preparing to apply to the USDA for Water and Sewer project funding. Two grant programs were presented by USDA that can fund water and sewer development projects:

1) Rural Alaska Village Grant (RAVG) – Must alleviate a "dire sanitation need" related to water and wastewater system. USDA provides 75% funding and Alaska Department of Environmental Conservation (ADEC) 25% (match). Projects are typically limited to $4 million.
2) Water and Environmental Program – Develops water and wastewater systems. Usually a grant/loan offer will be made to City of Bethel. On two previous occasions, a similar USDA program offered 65% grant funding to 35% local cash match, which could be comprised of the a USDA low-interest loan.

The Sewage Lagoon Rehabilitation project was broken up into the following three separate projects when the City applied to the Sanitation Deficiency System database this past summer:

1) Sewer Truck Dump Site – Replace the sewage truck dump site at the lagoon. City has State grant in the amount of $700,000 in hand for this project at present.
2) Dredge Sewage Lagoon cells #1 and #2, add two baffles, and perform bank stabilization.
3) Dig out new cell #3 and prepare wetland treatment area.

The City is in possession of a "dire sanitation need" letter from ADEC in regard to the City's Sewage Lagoon. According to Tasha Deardorff at USDA, only the completion of cell #3 and wetland treatment area constitute the remedy to the dire sanitation need, and therefore represents the only fundable project from USDA's RAVG opportunity. A new USDA-funded construction project may include the purchase of a dredge to the work, but may not include dredging services.

Preparation for the RAVG funding opportunity requires the completion of a successful RUBA Assessment Quarterly Report, Preliminary Engineering Report for project, business plan for project, and Water and Sewer Master Plan Update. Each of these documents is in various stages of completion.

Grant Preparation

I am preparing packets for City's State Capital Priorities request. The Bethel City Council Resolution #14-14 lists six priorities valued at $22,977,400.

I am also preparing the FTA Section 5311 Community Transportation grant application that will provide capital and operating funds for the Bethel Transit System.

City of Bethel
Grant Summary
Calendar Year 2014

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	$ Grant $ City Match
State of Alaska, Capital Budget	FY 2016 Capital Budget	Capital priorities being decided by Bethel City Council	Admin.	12/8/14	$22,977,400 None
Alaska Dept. of Transportation & Public Facilities, Transit Division	FTA Section 5311 Community Transit Grant	Capital, operating, and administrative expenses for transit system.	PW-Transit System	12/16/14	Est. $330,000 $98,892 (City)
United States Dept. of Agriculture & AK Dept. of Environmental Conservation	Rural Alaska Village Grant Program	Construct Cell #3 and Wetland Treatment Area at Sewer Lagoon	PW	1/16/14	$3,900,000 0

Submitted in Calendar Year 2014

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	$ Grant $ City Match
Alaska Housing Finance Corporation	SFY 2015 Public Safety Housing Grant Program	Housing for public safety personnel.	Police, Fire	10/13/14	$1,000,000 15% (paid by BCSF)

Approved in Calendar Year 2014

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	$ Grant $ Match
Alaska Dept. of Natural Resources, Division of Parks and Outdoor Rec.	Land & Water Conservation Fund grant application	Pinky's Park Upgrades: new multiuse sports field, boardwalk, decks, garden high tunnel.	Parks and Rec.	6/16/14	$125,000 Other grants + in-kind match
Alaska Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Program	E911 call-back system, radios, repeaters, gas analyzer.	Police, Fire	7/18/14	$326,000 0
Rasmuson Foundation	Tier 2 grant	Furnture, fixtures, and equip. for aquatic ctr.	Admin.	3/15/14	$740,549 0
Federal Emergency Management Association	Assistance to Firefighters Grant	22 Self-contained breathing apparatus (airpacks)	Fire	12/6/13	$96,000 $5,000
YKHC-Diabetes Prevention and Control Program	Funding to reduce incidence of diabetes onset	Exercise equipment and pool swim gear	Parks and Rec.	3/6/14	$196,969 0
				Total	**$1,484,518**

Not Approved in Calendar Year 2014					
Sponsor	**Name**	**Products/Services**	**City Depts. (Partners)**	**Date**	**$ Grant $ Match**
USDA, EPA, IHS, DEC.	Sanitation Deficiency System Database	Sewage Lagoon Rehabilitation projects: 1. Replace truck dump site; 2. Dredge; 3. Design 3rd cell addition; 4. Construct cell #3.	Public Works	6/20/14	$643,255/ $643,255 $4,116,618/ $56,745

Clerk's Report

City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events
January 13, 2015 Regular City Council Meeting
January 27, 2015 Regular City Council Meeting

RFP State Lobbying Services
The RFP Review Team met December 3, to score the qualified proposals for the Council's State Lobbying Services. Notices of the outcome were presented to the qualified proposers. Final notice on the Contract will be presented once Council has approved the contract and terms.

Boards and Commissions
The City Clerk's Office sent notices out to the members whose terms are to expire December 31, 2014.

Training was made available to the Energy Committee who declined the full training and requested clarification on the Open Meetings Act. Additional trainings will be provided to the other standing committees soon after the new year.

The City Clerk's Office has requested Administration to establish a recorder and an alternate recorder for each committee to insure the committee/commission meetings are staffed appropriately.

A reminder to all recorders and ex officio staff was sent out reminding them of the required posting to the City's website of all Committee/Commission packets and approved meeting minutes.
The annual training for Ex Officio members will be provided to the City staff in February by the City Clerk's Office.

Cemetery Notices
Notices to the permit holders for reservations and invoices to the permit holders who still have a balance due on their permit have been prepared and sent out.

Ongoing Review
At the request of individual council members, the City Clerk's Office is continuing to review specific topics not related to the Council's current agenda. With the Assistant to the City Clerk working for the City Manager in the Human Resource Office, there will be some requests that may not get immediate attention. The City Clerk's Office thanks the Council for their understanding on this issue.

Additional Information

City of Bethel
Finance Department

Monthly City Council Financial Report

Period thru October 31, 2014

Note 1: When reviewing this report it is important to remember that sales tax revenues, including transient lodging tax and gaming fees, are due the month following the period collected; therefore, these revenues always appear to be lagging behind budget until the after the end of the fiscal year, when June revenue is remitted to the City in July.

Note 2: This report represents recorded revenues, expenditures, budget modifications and line items transfers with balance sheet account balances through October 31, 2014. It is possible that not all of the October 31, 2014, aforementioned transactions may be recorded by the date of this report. The un-audited figures in this report, especially the balance sheet accounts are subject to further modification and correction by the Finance Department, if necessary, and should not be considered final.

PLEASE, if you have any questions, contact Finance Director Hansel L Mathlaw, (907) 543-1376, hmathlaw@cityofbethel.net

CITY OF BETHEL
FINANCIAL REPORT

Bank & Investment Accounts
As of October 31, 2014

A. Introduction

The City of Bethel operates under a central treasury. A central treasury concentrates cash in order to maximize the return on the investments and to provide adequate liquidity for planned cash flows. Therefore, cash accounts do not correspond to "funds" in the City's financial records. All transactions between funds are accounted for in interfund receivables and payables which are also called "Due To" and "Due From" accounts.

Cash and investments accounts marked with an asterisk are not part of the central treasury. These accounts are legally restricted from being part of the central treasury or segregated because of policy or purpose.

Investments in the Bethel Endowment Fund are physically segregated by ordinance. The assets of this fund are invested in accounts with Piper Jaffray Investments.

All investments are categorized as "Category 1" for credit risk according the categories described in Governmental Accounting Standards Board Statement No. 3, *Deposits with Financial Institutions, Investments [Including Repurchase Agreements], and Reverse Repurchase Agreements* . This means that the City's investments are either insured or registered, or that the securities are held by the City or its agent in the City's name. Category 1 investments contain less credit risk than other categories; therefore, City funds are invested with the lowest reasonable credit risk. The City's investments are earning a competitive yield.

Summary of Cash and Investments as of October 31, 2014

1. *Cash, Deposits, and Certificates of Deposit*

Description	Balance 9/30/2014	Balance 10/31/2014	Year-to-Date Increase (Decrease)
Wells Fargo-General/Sweep Accounts	$4,286,412	$8,136,555	$ 3,850,142
Wells Fargo-Payroll Account	7,392	(13,540)	(20,932)
Wells Fargo-Asset Forfeiture Account (Police) *	2,361	5,431	3,070
Wells Fargo-Evidence Holding Account (Police) *	8,671	8,671	-
First National Bank CD (Lease Revenue Bond Reserve) *	415,258	420,157	4,898
Petty Cash-Finance	150	150	-
Petty Cash-Police	300	300	-
Petty Cash-Port	100	100	-
Petty Cash-Youth Center	260	260	-
Petty Cash-Recycling	50	50	-
Petty Cash-Public Works	-	-	-
Total	***$4,720,954***	***$8,558,133***	***$3,837,179***

* - Restricted Funds

2. *Investments held in the Central Treasury:*
As of October 31, 2014

	Description	Market Value 9/30/2014	Market Value 10/31/2014	Year-to-Date Increase (Decrease)
01-12700	Wells Fargo Investments	$772,089	$772,095	$7
01-12800	Wells Fargo Investments (Lease Revenue Bond Pmt Acct)	$319,163	$319,165	3
01-12900	Time Value Investments	$1,269,044	$1,441,385	172,341
01-12500	Alaska Municipal League Investment Pool	$154,783	$154,784	1
	Total	***$2,515,078***	***$2,687,430***	***$172,351***

3. *Restricted Accounts* *
As of October 31, 2014

	Description	Market Value 9/30/2014	Market Value 10/31/2014	Year-to-Date Increase (Decrease)
90-12600	Piper Jaffray Investments *	$ 1,857,955	$ 1,860,635	$ 2,679
40-12200	BATH Center Account *	4,321,551	4,321,584	33
52-12300	Deferred Seawall Maintenance Account *	1,440,698	1,614,134	173,436
52-12500	Pro Equities - Dock Deferred Maintenance *	479,929	480,288	360
	Total	***8,100,133***	***8,276,641***	***176,508***

TOTAL BANK AND INVESTMENT FUNDS ON HAND
As of October 31, 2014

Description	Balance 9/30/2014	Market Value 10/31/2014	Year-to-Date Increase (Decrease)
Cash, Deposits, and Certificates of Deposit	$4,720,954	$8,558,133	$3,837,179
Investments	$2,515,078	$2,687,430	$172,351
Restricted Accounts	8,100,133	8,276,641	$176,508
Total	***$15,336,165***	***$19,522,204***	***$4,186,038***

Total Central Treasury and Unrestricted Funds as of October 31, 2014:	***$ 10,811,304***
Total Restricted Funds as of October 31, 2014:	***8,710,900***
	$ 19,522,204

* - Restricted Funds

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
TAXES	29,672.86	29,672.86	8,132,000.00	8,102,327.14	.4
STATE & FEDERAL REVENUES	1,267,760.50	1,267,760.50	1,763,960.00	496,199.50	71.9
CHARGES FOR SERVICES	53,548.22	53,548.22	247,500.00	193,951.78	21.6
RENTAL INCOME	285.00	285.00	10,000.00	9,715.00	2.9
LICENSES, PERMITS & FEES	52,336.45	52,336.45	782,650.00	730,313.55	6 7
OTHER FINANCING SOURCES	.00	.00	62,949.00	62,949.00	.0
MISCELLANEOUS	20,438.54	20,438.54	51,650.00	31,211.46	39.6
TOTAL FUND REVENUE	1,424,041.57	1,424,041.57	11,050,709.00	9,626,667.43	12.9
EXPENDITURES					
ADMINISTRATION	78,284.50	78,284.50	553,979.00	475,694.50	14.1
CITY CLERKS OFFICE	51,408.34	51,408.34	179,792.00	128,383.66	28.6
FINANCE	162,455.62	162,455.62	728,869.00	566,413.38	22.3
PLANNING	70,846.24	70,846.24	276,440 00	205,593.76	25.6
TECHNOLOGY DEPARTMENTS	155,682.12	155,682.12	528,145.00	372,462.88	29.5
CITY ATTORNEY'S OFFICE	57,677.21	57,677.21	241,787.00	184,109.79	23.9
FIRE DEPARTMENT	296,101.10	296,101.10	1,128,079.00	831,977.90	26.3
POLICE	694,649.99	694,649.99	2,875,778.00	2,181,128.01	24.2
PUBLIC WORKS-ADMIN	55,121.27	55,121.27	227,989.00	172,867.73	24.2
PW-STREETS & ROADS	389,185.72	389,185.72	1,710,855 00	1,321,669.28	22.8
PROPERTY MAINTENANCE	140,141.89	140,141.89	748,205.00	608,063.11	18.7
PARKS & REC/BYC	123,867.21	123,867.21	606,371.00	482,503.79	20.4
COMMUNITY SERVICE	1,767.66	1,767.66	112,813.00	111,045.34	1.6
IN KIND MATCH & TRANFERS	.00	.00	1,131,605.00	1,131,605.00	.0
TOTAL FUND EXPENDITURES	2,277,188.87	2,277,188.87	11,050,707.00	8,773,518.13	20.6
NET REVENUE OVER EXPENDITURES	(853,147.30)	(853,147.30)	2.00	853,149.30	(42657

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

LAND PLANNING AND DEVELOPMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
TRANSFERS IN	.00	.00	35,000.00	35,000.00	.0
TOTAL FUND REVENUE	.00	.00	35,000.00	35,000.00	.0
EXPENDITURES					
DEPARTMENT 50	2,349.00	2,349.00	35,000.00	32,651.00	6.7
TOTAL FUND EXPENDITURES	2,349.00	2,349.00	35,000.00	32,651.00	6.7
NET REVENUE OVER EXPENDITURES	(2,349.00)	(2,349.00)	.00	2,349.00	.0

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

PARKS DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES					
PARKS DEVELOPMENT	.00	.00	73,277.00	73,277.00	.0
TOTAL FUND EXPENDITURES	.00	.00	73,277.00	73,277.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	(73,277.00)	(73,277.00)	.0

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
SOURCE 42	690,409.48	690,409.48	3,123,988.42	2,433,578.94	22.1
TRANSFERS IN	.00	.00	583,100.00	583,100.00	.0
MISCELLANEOUS	130.75	130.75	1,000.00	869.25	13.1
TOTAL FUND REVENUE	690,540.23	690,540.23	3,708,088.42	3,017,548.19	18.6
EXPENDITURES					
LOCAL FUNDED EXPENDITURES	251,455.06	251,455.06	.00	(251,455.06)	.0
STATE FUNDED EXPENDITURES	1,632,699.80	1,632,699.80	3,123,988.42	1,491,288.62	52.3
TOTAL FUND EXPENDITURES	1,884,154.86	1,884,154.86	3,123,988.42	1,239,833.56	60.3
NET REVENUE OVER EXPENDITURES	(1,193,614.63)	(1,193,614.63)	584,100.00	1,777,714.63	(204.4)

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
E-911 SURCHARGE	62,898.88	62,898.88	218,000.00	155,101.12	28.9
TOTAL FUND REVENUE	62,898.88	62,898.88	218,000.00	155,101.12	28.9
EXPENDITURES					
E-911 SERVICES	32,798.37	32,798.37	168,001.00	135,202.63	19.5
DEPARTMENT 51	7,185.68	7,185.68	.00	(7,185.68)	.0
TOTAL FUND EXPENDITURES	39,984.05	39,984.05	168,001.00	128,016.95	23.8
NET REVENUE OVER EXPENDITURES	22,914.83	22,914.83	49,999.00	27,084.17	45.8

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
STATE AND FEDERAL SOURCES	75.00	75.00	59,510.00	59,435.00	.1
SOLID WASTE & RECYLING	425,308.63	425,308.63	1,125,000.00	699,691.37	37.8
TOTAL FUND REVENUE	425,383.63	425,383.63	1,184,510.00	759,126.37	35.9
EXPENDITURES					
HAULED REFUSE	65,107.57	65,107.57	326,910.00	261,802.43	19.9
LANDFILL OPERATIONS	119,317.33	119,317.33	513,581.00	394,263.67	23.2
RECYCLING OPERATIONS	30,204.60	30,204.60	144,463.00	114,258.40	20.9
TOTAL FUND EXPENDITURES	214,629.50	214,629.50	984,954.00	770,324.50	21.8
NET REVENUE OVER EXPENDITURES	210,754.13	210,754.13	199,556.00	(11,198.13)	105.6

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
STATE FUNDING	.00	.00	270,048.00	270,048.00	.0
WATER	1,030,869.68	1,030,869.68	3,108,300.00	2,077,430.32	33.2
SEWER	809,640.60	809,640.60	2,440,000.00	1,630,359 40	33.2
MISCELLANEOUS	62,382.05	62,382.05	192,800.00	130,417.95	32.4
MISCELLANEOUS	2,838.36	2,838.36	200.00	(2,638.36)	1419.2
TOTAL FUND REVENUE	1,905,730.69	1,905,730.69	6,011,348.00	4,105,617.31	31.7
EXPENDITURES					
UTILITY BILLING	34,382.38	34,382.38	137,369.00	102,986.62	25.0
HAULED WATER	327,860.25	327,860.25	1,621,970.00	1,294,109.75	20.2
PIPED WATER	96,852.33	96,852.33	463,776.00	366,923.67	20.9
BETHEL HTS WTR TREATMENT	171,514.95	171,514.95	800,867.00	629,352.05	21.4
CITY SUB WTR TREATMENT	164,689.87	164,689.87	731,948.00	567,258.13	22.5
HAULED SEWER	431,818.73	431,818.73	1,681,537.00	1,249,718.27	25.7
PIPED SEWER	144,472.65	144,472.65	756,803.00	612,330.35	19.1
SEWER LAGOON	28,438.72	28,438.72	134,580.00	106,141.28	21.1
TOTAL FUND EXPENDITURES	1,400,029.88	1,400,029.88	6,328,850.00	4,928,820.12	22.1
NET REVENUE OVER EXPENDITURES	505,700.81	505,700.81	(317,502.00)	(823,202.81)	159.3

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
INTEREST & PENALITIES	1,914.37	1,914.37	.00	(1,914.37)	.0
CHARGES FOR SERVICES	11,921.45	11,921.45	.00	(11,921.45)	.0
LEASE REVENUE	200.00	200.00	.00	(200.00)	.0
MISCELLANEOUS	3,200.04	3,200.04	.00	(3,200.04)	.0
MISCELLANEOUS	5,319.37	5,319.37	.00	(5,319.37)	.0
TOTAL FUND REVENUE	22,555.23	22,555.23	.00	(22,555.23)	.0
EXPENDITURES					
DOCK EXPENDITURES	265,946.40	265,946.40	805,035.00	539,088.60	33.0
TOTAL FUND EXPENDITURES	265,946.40	265,946.40	805,035.00	539,088.60	33.0
NET REVENUE OVER EXPENDITURES	(243,391.17)	(243,391.17)	(805,035.00)	(561,643.83)	(30.2)

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
LEASE INCOME	186,956.99	186,956.99	734,098.00	547,141.01	25.5
MISCELLANEOUS	9,687.78	9,687.78	14,000.00	4,312.22	69.2
TOTAL FUND REVENUE	196,644.77	196,644.77	748,098.00	551,453.23	26.3
EXPENDITURES					
LEASED PROPERTIES-MISC	1,524.80	1,524.80	23,900.00	22,375.20	6.4
LEASED PROP-COURT COMPLEX	163,093.22	163,093.22	569,787.00	406,693.78	28.6
TOTAL FUND EXPENDITURES	164,618.02	164,618.02	593,687.00	429,068.98	27.7
NET REVENUE OVER EXPENDITURES	32,026.75	32,026.75	154,411.00	122,384.25	20.7

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

EMPLOYEE GROUP HEALTH BEN.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
EMP GROUP BENEFITS REVENUES	628,450.30	628,450.30	1,482,680.00	854,229.70	42.4
TOTAL FUND REVENUE	628,450.30	628,450.30	1,482,680.00	854,229.70	42.4
EXPENDITURES					
EMPLOYEE GROUP HEALTH BENEFITS	863,838.20	863,838.20	1,482,680.00	618,841.80	58.3
TOTAL FUND EXPENDITURES	863,838.20	863,838.20	1,482,680.00	618,841.80	58.3
NET REVENUE OVER EXPENDITURES	(235,387.90)	(235,387.90)	.00	235,387.90	.0

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
LOCAL SOURCES	.00	.00	60,000.00	60,000.00	.0
FEDERAL SOURCES	34,650.96	34,650.96	268,790.00	234,139.04	12.9
SOURCE 42	13,226.24	13,226.24	.00	(13,226.24)	.0
CHARGES FOR SERVICES	11,655.00	11,655.00	400.00	(11,255.00)	2913.8
MISC REVENUE	.00	.00	700.00	700.00	.0
TOTAL FUND REVENUE	59,532.20	59,532.20	329,890.00	270,357.80	18.1
EXPENDITURES					
TRANSIT SYSTEM EXPENDITURES	142,840.56	142,840.56	449,998.00	307,157.44	31.7
TOTAL FUND EXPENDITURES	142,840.56	142,840.56	449,998.00	307,157.44	31.7
NET REVENUE OVER EXPENDITURES	(83,308.36)	(83,308.36)	(120,108.00)	(36,799.64)	(69.4)

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
STATE AND FEDERAL FUNDING	.00	.00	58,203.00	58,203.00	.0
CHARGES FOR SERVICES	275,383.01	275,383.01	1,218,238.00	942,854.99	22.6
TOTAL FUND REVENUE	275,383.01	275,383.01	1,276,441.00	1,001,057.99	21.6
EXPENDITURES					
VEHICLE & EQUIP MAINT	296,710.79	296,710.79	1,276,440.00	979,729.21	23.3
TOTAL FUND EXPENDITURES	296,710.79	296,710.79	1,276,440.00	979,729.21	23.3
NET REVENUE OVER EXPENDITURES	(21,327.78)	(21,327.78)	1.00	21,328.78	(21327

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

FLEET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
LOCAL SOURCES	.00	.00	105,000.00	105,000.00	.0
TOTAL FUND REVENUE	.00	.00	105,000.00	105,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	105,000.00	105,000.00	.0

CITY OF BETHEL
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2014

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
TRANSFERS	.00	.00	8,400.00	8,400.00	.0
MISCELLANEOUS	(582.13)	(582.13)	12,000.00	12,582.13	(4.9)
TOTAL FUND REVENUE	(582.13)	(582.13)	20,400.00	20,982.13	(2.9)
NET REVENUE OVER EXPENDITURES	(582.13)	(582.13)	20,400.00	20,982.13	(2.9)

Memorandum

DATE: December 2, 2014

TO: Ann Capela, City Manager

FROM: Hansel L Mathlaw, Finance Director

SUBJECT: Manager's Report – December 2014

Finance Committee

The finance committee convened on November 24 and a quorum was established with six members and one alternate. This is the most that have attended since I started. We are seeking to fill one more alternate member position. The two agenda items discussed were: 1) Water Assistance Program (WPA) and 2) Sales Tax Rewrite.

Bethel Municipal Code 13.08.080 (d) reads the following: "Assistance. The city shall provide assistance to any subscriber proving financial need."

Several council members had concerns of the new water sewer rates, which take effect January 1 and that certain citizens would not be able to bear the burden of higher utility rates. My proposal of the WPA was to provide a $25 monthly discount on eligible applicants. The $25 can go up or down, it was my suggestion. The committee gave me the following direction: Hold off on the $25 monthly discount until 3 to 6 months of payment data was received based on the new water sewer rates AND write a policy based on current practice. The current practice for assistance is to provide a payment plan.

The sales tax rewrite will be presented to council in late January. The committee reviewed the sales tax rewrite and voted approval for council consideration.

The committee voted not to have a meeting in December because of the holiday season. The next finance committee meeting is scheduled for January 26, 2015.

Finance Department

We are seeking a full time accounting clerk to cover accounts payable and utility billing. Also, we are advertising for a temporary accounting clerk to cover the front desk.

Budget/Financial

The Finance Department Budget year to date expenditures totaled $214,628 which represents 29% of the total budget of $728,869.

The Utility Billing under my supervision had expenditures of $41,102 which represents 29% of the budget of $137,369

The engagement letter has been signed by the City of Bethel. I am waiting for the draft

I have not transferred money from the general fund into the Pool fund this month. I am waiting for sales tax revenue to be reconciled.