



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

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Regular City Council Meeting

Tuesday, April 26, 2016

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
April 26, 2016 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

Rick Robb
Mayor
Term Expires 2017
543-1879
rrobb@cityofbethel.net

Byron Maczynski
Vice-Mayor
Term Expires 2016
545-0970
bmacyznski@cityofbethel.net

Leif Albertson
Council Member
Term Expires 2017
543-2819
lalbertson@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

Nikki C. Hoffman
Council Member
Term Expires 2017
545-6653
nhoffman@cityofbethel.net

Alisha Welch
Council Member
Term Expires 2017
545-6026
arwelch@cityofbethel.net

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

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

Patty Burley
City Attorney

Mary Sattler
Lobbyist

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
 - a) *4-12-2016 Regular Meeting Minutes P2
- VII. REPORTS OF STANDING COMMITTEE**
 - a) Public Safety and Transportation Commission
 - b) Port Commission
 - c) Planning Commission
 - d) Parks, Recreation, Aquatic Health And Safety Center Committee
 - e) Finance Committee
 - f) Energy Committee
 - g) Public Works Committee
 - h) Marijuana Advisory Committee
 - i) Non Standing Committee Reports
- VIII. SPECIAL ORDERS OF BUSINESS**
- IX. UNFINISHED BUSINESS**
 - a) Public Hearing of Ordinance 15-14 (e): Amending The Fiscal Year 2016 Budget (City Manager Capela) P18
 - b) Public Hearing Of Budget Ordinance 15-14 (g): Amending The Fiscal Year 2016 Budget In The Amount of \$23,000.00 For Contracts Services Electronic Controls For The Pool And \$19,000.00 Pool Operational Audit (City Manager Capela) [No doc. submitted for packet]
 - c) Public Hearing Of Ordinance 16-12: Amending Bethel Municipal Code 2.04, City Council, Providing For Recess Of Council Meetings (Council Member Hoffman) P19
 - d) AM 16-25: Renewal Of Third Party Administrator With TPSC (City Manager Capela) P22
 - e) AM 16-26: Authorizing The City Manager To Release A Request For Proposals For Professional Services To Perform The Full Range Of Services Related To An Employee Classification And Compensation Study For The City Of Bethel (City Manager Capela) P38

Agenda posted on April 20, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Strickler, City Clerk

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

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council. Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing May 10, 2016**)



**City Council Meeting Agenda
Regularly Scheduled Meeting
April 26, 2016 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

f) AM 16-28: To Approve The Purchase Of 15 Bus Shelters From Brasco International (City Manager Capela) P65

X. NEW BUSINESS

a) AM 16-32: Approving Long Building Maintenance Contract For Bethel Aquatic Center (City Manager Capela)

b) IM 16-02: Vehicle Tracking System For City (City Manager Capela)

c) *Personal Leave Request For City Attorney May 12, 13, 17 and 31 (Mayor Robb) P67

d) Directing Administration To Send Letter/Comments Regarding The Donlin Gold EIS, To The Army Corps Of Engineers On The Behalf Of The Council (Council Member Fansler) P69

XI. MAYOR'S REPORT

XII. MANAGER'S REPORTS

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

XV. ADJOURNMENT

Agenda posted on April 20, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council. Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing May 10, 2016**)

Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on April 12, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Main Motion: Suspend the Rules to Move Special Orders, Proclamation to the next item of business.

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

SPECIAL ORDER OF BUSINESS

Item A – Proclamation Recognizing The Lower Kuskokwim School District’s Archery Teams For Their State Wins.

IV. PEOPLE TO BE HEARD

John Sargent, Grant Manager for the City of Bethel – Provided support to AM 16-28, 16-30. Spoke in favor of the sewage lagoon rehabilitation project, preconstruction funding is in place but is dependent on the 3% annual increase.

Ronda Sargent, with four 4-H program students presented the Council with a thank you for their support to Bethel 4-H Program.

Carol Ann Willard – Provided concern on Ordinance 16-09, and the intent to have the Finance Committee review and facilitate the plan for the reimbursement payments. Spoke in support of Resolution 16-14, 2016 Cama-i Dance Festival Donation.

John Wallace – Stated concerns with the number of four wheelers on the roadways, requested the Council consider an ordinance banning them on the roadways. Also suggested the City consider buying calcium chloride for the roads. Requested the City also require the employees working on the roadways start wearing safety vest/OSHA colors.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

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

**Remove from
the Consent**

Agenda: Introductions of Ordinance 16-12 and Ordinance 16-13.

Moved by: Hoffman

**Remove from
the Consent**

Agenda: Resolution 16-14.

Moved by: Robb

**Remove from
the Consent**

Agenda: Ordinance 15-14 (g).

Moved by: Albertson

VI. APPROVAL OF THE MEETING MINUTES

Item A – Special City Council Meeting March 22, 2016

Passed on the consent agenda.

Item B – Regular City Council Meeting March 22, 2016

Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission

Council Representative, Chuck Herman –

A meeting has not been held since the last City Council Meeting.

Port Commission

Council Representative Alisha Welch –

A meeting has not been held since the last City Council Meeting.

Planning Commission

Council Representative Nikki Hoffman –

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

Parks and Recreation Committee

Committee Member, Judy Wasierski –

Reviewed the Request for Proposal process for the pool operator with a Pro Dev representative as well as a summary of the pool budget. A subcommittee was established to review the budget for the facility. The Committee recommends the Council consider an amendment to the pool budget to exclude an in-kind contribution to administrative overhead.

The Committee recommends the Council direct administration to deconstruct a portion of the boardwalk due to safety concerns.

The planning of the 4th of July event is underway; the Committee will work closely with City staff to coordinate.

Finance Committee

Council Representative, Leif Albertson –

The Committee will be presenting a recommendation changing the way sales tax on gaming is collected.

Energy Committee

Council Representative, Zach Fansler –

A meeting has not been held since the last City Council Meeting.

Public Works Committee –

A meeting has not been held since the last City Council Meeting.

Marijuana Advisory Committee

Ted Meyer, Planning Director –

Continuation of previous meetings, converting the alcohol code to marijuana ordinance.

VIII. SPECIAL ORDER OF BUSINESS

Item B – Presentation From Donlin Gold, Nova Gold, and Barrick Gold.

IX. UNFINISHED BUSINESS

Item A – Public Hearing of Ordinance 15-14 (e): Amending The Fiscal Year 2016 Budget.

Mayor Robb opened the public hearing.

No one present to be heard.

Mayor Robb closed the public hearing.

A motion to adopt was made at the March 22, 2016 Regular Meeting.

Main Motion:

Moved by: Hoffman

Seconded by: Maczynski

Action: Postponed

No 1% base rate increases for all directors and authorize an up to a 5% merit increase for individual evaluations.

Main Motion:

Moved by: Herman

Seconded by: Welch

Action: Motion does not carry by a vote of 4-2

In favor: Robb Herman Hoffman Welch

Opposed: Fansler Albertson

Main Motion: Postpone with the goal to eliminate any transfers from the general fund for departments that don't need the modification.

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

Item B – Public Hearing Of Ordinance 16-09: Authorizing The Refund Of Real Estate Sales Tax For Overpayments.

Mayor Robb opened the public hearing.

No one present to be heard.

Mayor Robb closed the public hearing.

Main Motion: Adopt Ordinance 16-09.

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

Main Motion: Strike under Section 2. "committee" and insert "department."

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

Item C – Public Hearing Of Budget Ordinance 15-14 (f): Amending The Fiscal Year 2016 Budget – Real Estate Sales Tax Overpayments.

Mayor Robb opened the public hearing.

No one present to be heard.

Mayor Robb closed the public hearing.

Main Motion: Adopt Budget Ordinance 15-14 (f)

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

Item D – Public Hearing Of Ordinance 16-10: Repealing And Replacing Bethel Municipal Code 2.40, Access To Public Records.

Mayor Robb opened the public hearing.

No one present to be heard.

Mayor Robb closed the public hearing.

Main Motion: Adopt Ordinance 16-10.

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

Item E – Public Hearing Of Ordinance 16-11: Amending Bethel Municipal Code 18.36.030 To Add Alcohol Sales And Dispensing As A Conditional Use Permit Designation In The General Use Zone.

Mayor Robb opened the public hearing.

No one present to be heard.

Mayor Robb closed the public hearing.

Main Motion: Adopt Ordinance 16-11.

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

Item F – AM 16-25: Renewal Of Third Party Administrator With TPSC.

Main Motion: Postpone to the next regular meeting.

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

X. NEW BUSINESS

Item A – Introduction Of Budget Ordinance 15-14 (g): Amending The Fiscal Year 2016 Budget In The Amount of \$23,000.00 For Contracts Services Electronic Controls For The Pool And \$19,000.00 Pool Operational Audit.

Main Motion: Postpone the introduction of Budget Ordinance 15-14(g)

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

Item B – Introduction Of Ordinance 16-12: Amending Bethel Municipal Code 2.04, City Council, Providing For Recess Of Council Meetings.

Main Motion: Introduce Ordinance 16-12.

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

Primary Amendment: Amend the Ordinance to under Section A. un-strike the stricken language and un-underline the underlined language, leaving the Ordinance language without changes; amend Section B. to insert "After 11:00 p.m."

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

Primary Amendment: Amend to strike "the" and insert "'a super,"

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

Item C – Introduction Of Ordinance 16-13: Amending Bethel Municipal Code 13.16.070 By Striking The Annual Inflation Rate For Utility Rates.

Main Motion: Introduce Ordinance 16-13.

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

Item D – Resolution 16-14: Supporting The 2016 Cama-i Dance Festival By Providing A Donation In The Amount Of Sales Tax Collected On Admissions Sold To Attend The Festival.

Main Motion: Adopt Resolution 16-14.

Moved by:	Herman
Seconded by:	Welch
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Hoffman

Council Member Fansler declared conflict of interest due to his position as the President of the Bethel Community of the Arts.

Mayor Robb ruled Council Member Fansler has a conflict of interest.

Council Member Fansler stepped down from the Council bench.

Item E – Resolution 16-15: Opposing Senate Bill 209, An Act Relating To Increasing Employer Contributions To The Defined Benefit Plan In The Public Employees' Retirement System In Alaska.

Passed on the consent agenda.

Item F – Resolution 16-16: City Council Opposing Oil Tax Credits.

Passed on the consent agenda.

Item G – Resolution 16-17: Requesting Legislature To Develop A Sustainable Budget Plan.

Passed on the consent agenda.

Item H – AM 16-26: Authorizing The City Manager To Release A Request For Proposals For Professional Services To Perform The Full Range Of Services Related To An Employee Classification And Compensation Study For The City Of Bethel.

Main Motion: Approve AM 16-26.

Moved by:	Hoffman
Seconded by:	Fansler
Action:	Postponed

Main Motion: Postpone until the next regular meeting.

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

Item I – AM 16-27: Approve Counsilman-Hunsaker As Sole Provider Of Operational Audit Services For The Pool Equipment, HVAC System, and Pool Management Practices at YK Fitness Center.

Main Motion: Approve AM 16-27

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

Item J – AM 16-28: To Approve The Purchase Of 15 Bush Shelters From Brasco International.

Main Motion: Approve AM 16-28.

Moved by:	Herman
Seconded by:	Welch
Action:	Postponed

Main Motion: Suspend the rules to hear from John Sargent, Grant Manager.

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

Main Motion: Postpone

Moved by: Fansler

Seconded by: Hoffman

Action: Motion carries by a vote of 6-0

In favor: Robb Albertson Herman Fansler Hoffman Welch

Opposed: -0

Item K – AM 16-29: Direct The City Manager To Sign The Aquatic Operations Agreement Between The City Of Bethel, As “Owner” and Counsilman-Hunsaker as “Consultant.”

Main Motion: Approve AM 16-29.

Moved by:

Seconded by:

Action: Motion carries by a vote of 6-0

In favor: Robb Albertson Herman Fansler Hoffman Welch

Opposed: -0

Item L – AM 16-30: To Approve The Purchase And Instillation Contract From ProComm Alaska For The E911 System.

Main Motion: Approve AM 16-30.

Moved by: Herman

Seconded by: Fansler

Action: Motion carries by a vote of 6-0

In favor: Robb Albertson Herman Fansler Hoffman Welch

Opposed: -0

Item M – AM 16-31: Approve The E911 System Maintenance Contract With ProComm Alaska.

Main Motion: Postpone Indefinitely.

Moved by: Welch

Seconded by: Hoffman

Action: Motion carries by a vote of 6-0

In favor: Robb Maczynski Albertson Herman Fansler Hoffman Welch

Opposed: -0

XI. MAYOR'S REPORT

XII. MANAGER'S REPORT

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

Mayor Richard Robb –
Be safe out there and enjoy the weather.

Council Member Albertson –
No comment.

Council Member Chuck Herman –
No comment.

Council Member Zach Fansler –
Congratulated everyone that helped out with Cama-i it was a successful event. Be safe out there.

Council Member Nikki Hoffman –
Appreciate everyone's hard work. It is getting warm out, the river is not safe.

Council Member Alisha Welch –
Congratulated the LKSD Archery Team. Thanked Donlin for presenting tonight.

XV. ADJOURNMENT

Main Motion: Adjourn

Moved by: Hoffman

Seconded by: Fansler

Action: Motion carries by a vote of 6-0

In favor: Robb Albertson Herman Fansler Hoffman Welch

Opposed: -0

Council adjourned at 10:56 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees



City of Bethel, Alaska

Public Works Committee Agenda

Wednesday, April 20, 2016 Regular Meeting 6:30PM City Hall Council Chambers

MEMBERS

Joseph Klejka
Committee Chair
Term Expires
12/2017

Jennifer Dobson
Committee V. Chair
Term Expires
12/2017

Byron Maczynski
Council Rep.
Term Expires
10/2016

Scott Guinn
Committee Member
Term Expires
12/2017

Robert Champagne
Committee Member
Term Expires
12/2017

Delbert Egoak
Committee Member
Term Expires
12/2018

Muzaffar Lakhani
Ex-Officio Member

Secretary/Recorder
Pauline Boratko

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD: – (5 Minute Limit)**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF MINUTES:**
 - A. Minutes from the previous regular meeting – March 16, 2016 (there was a meeting).
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. UNFINISHED BUSINESS:**
 - A. Institutional Corridor Piped Water Supply Project:
 - B. Sewer Lagoon, – PER (Preliminary Engineering Report) & ER (Environmental Report) for Truck Dump Site and other options.
 - C. Hiring and Retention of the Employees:----Scott Guinn.
 - D. Funding Strategies for Sewer Lagoon:----Byron Maczynski.
- VIII. NEW BUSINESS:**
 - A. Board Walk behind the Moravian Church
 - B. Board Walk in the Pinky Park
- IX. DIRECTORS REPORT:**
- X. MEMBER COMMENTS:**
- XI. ADJOURNMENT:**

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

April 14, 2016

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held April 14, 2016 pm in the City of Bethel Council Chambers room, in Bethel, Alaska.

Chair Shantz called the meeting to order at 6:30 pm.

II. ROLL CALL:

Compromising a quorum of the Committee, the following members were present for roll call: Joy Shantz, John Guinn, Kurt Kuhne, Kathy Hanson, Lorin Bradbury (arrived at 6:36), and Nikki Hoffman (arrived at 6:50). Cliff Linderoth was excused.

Ex-Officio members present were the following: Planning Director Ted Meyer and Recorder Betsy Jumper.

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

IV. APPROVAL OF AGENDA

MOTION TO APPROVE THE AGENDA OF APRIL 14, 2016

MOVED:	John Guinn	To approve the agenda.
SECONDED:	Kurt Kuhne	
VOTE ON MOTION	All in favor 4 yes and 0 opposed.	

V. APPROVAL OF MINUTES

MOTION TO APPROVE THE MINUTES OF MARCH 10, 2016

MOVED:	Kathy Hanson	To approve the minutes.
SECONDED:	John Guinn	
VOTE ON MOTION	All in favor 4 yes and 0 opposed	

VI. NEW BUSINESS: **A. Discussion regarding infrastructure development.** A discussion ensued about the procedures for new developments, and what the Bethel Municipal Code states. Administration was directed to come up with a policy that is consistent, concise, and easily understood. **B. Discussion: Preparing for Marijuana Facility Zoning – ordinance examples and issues from other communities** - Ted briefed the Commission on the Marijuana Committee happenings, and it was decided to wait for them to come up with the code, and then the Planning Commission would do the zoning. **C. Discussion: Conditional Use Permit Application Request – YKHC Expansion Project**: Ted gave a brief statement on why YKHC needs a CUP as per the BMC.

IX. DIRECTORS REPORT: Ted went over the monthly Planner's report.

X. COMMITTEE MEMBER COMMENTS: **Kurt:** I resign, too busy with moving; many important things coming to Bethel; **Nikki:** Thanked Kurt for his service; **Kathy:** Won't be here for next meeting; **Lorin:** Sorry to see Kurt go. Was wondering if we could put on the agenda the topic of future development in Bethel, for example, what are other Alaska communities doing, what are ways to increase/encourage development activity? Also, on the marijuana facilities/zoning, it would be better to see it on a map; **John:** Thanked Kurt , sorry to see him leave; **Joy:** It would be nice to see the planning budget before it gets finalized; it would also be great if we could send Commissioner's to the annual training in November at the Anchorage Planning Association/AML conferences.

XI. ADJOURNMENT

MOVED:	Kathy Hanson	Motion to adjourn the meeting at 8:55.
SECONDED:	Lorin Bradbury	
VOTE ON MOTION	All in Favor 6 yes and 0 no	

Next meeting will be on May 12, 2016

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

=====

Unfinished Business

Introduced by: Manager Capela
 Introduction Date: March 8, 2016
 Public Hearing: March 22, 2016
 April 12, 2016
 April 26, 2016
 Action:
 Vote:

CITY OF BETHEL, ALASKA

ORDINANCE # 15-14 (e)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2016 Budget

Be it Enacted by the Bethel City Council that the FY 2016 Annual Budget be amended as follows:

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2016, July 1, 2015 to June 30, 2016.

GENERAL FUND (10)

Budget Modification

Changes to General Fund

	Increases	
10-55-501	Salaries - IT	14,422
10-55-511	Medicare - IT	209
10-55-518	PERS - IT	3,173
	Total Increases	17,804
TOTAL	Net Change to General Fund Expenditures	17,804

Budget Modification

Changes to General Fund

	Increases	
10-65-501	Salaries - PW Admin	4,048
10-65-511	Medicare - PW Admin	59
10-65-518	PERS - PW Admin	891
	Total Increases	4,998
TOTAL	Net Change to General Fund Expenditures	4,998

Budget Modification

Changes to General Fund

	Increases	
10-66-501	Salaries - Streets & Roads	9,601
10-66-511	Medicare - Streets & Roads	139
10-66-518	PERS - Streets & Roads	2,112
	Total Increases	11,852
TOTAL	Net Change to General Fund Expenditures	11,852

Budget Modification

Changes to General Fund

	Increases	
10-70-501	Salaries - Property Maint.	8,510
10-70-511	Medicare - Property Maint.	123
10-70-518	PERS - Property Maint.	1,872
	Total Increases	10,505
TOTAL	Net Change to General Fund Expenditures	10,505

Budget Modification

Changes to General Fund In-Kind & Transfer

	Increases	
10-73-653	Cash Transfer to Water/Sewer Enterprise Fund	50,987
	Total Increases	50,987
TOTAL	Net Change to General Fund Expenditures	50,987

Budget Modification

Changes to General Fund Revenues

	Increases	
10-46-490	XFERS IN FROM OTHER FUNDS	199,889
		Total Increases
		199,889
TOTAL	Net Change to General Fund Revenues	199,889

	TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS	
		Total Increases
		96,145
		Total Decreases
		0
	Cumulative Change to General Fund	96,145

	TOTAL CHANGE TO GENERAL FUND REVENUES	
		Total Increases
		199,889
		Total Decreases
		0
	Cumulative Change to General Fund REVENUES	199,889

	TOTAL CHANGE TO GF FUND BALANCE	
		Change to General Fund Revenues
		199,889
		Change to General Fund Appropriations
		96,145
	Current Portion	103,744
	Budget Ordinance 15-14 (f)	(95,000)
	Cumulative Increase/Decrease to GF Fund Balance	8,744

Special Revenue WIND Turbine PROJECT Fund (38)

Budget Modification

Changes to Wind Turbine

	Increases	
38-46-990	Operating Transfer Out	104,889
		Total Increases
		104,889
	Decreases	
TOTAL	Net Change to Wind Turbine Project Transfers	104,889

	TOTAL CHANGE TO Operating Transfers	
		Total Increases
		104,889
		Total Decreases
		0
	Cumulative Change to Wind Turbine	104,889

	TOTAL CHANGE TO FUND BALANCE	
		Change to Wind Turbine Revenues
		0
		Change to Wind Turbine Appropriations
		104,889
	Cumulative Increase/Decrease to Wind Turbine Project Fund Balance	(104,889)

Water Sewer Fund (51)

Budget Modification

Changes to Water Sewer Fund

	Increases	
51-82-501	Salaries - Piped Water	5,863
51-82-511	Medicare - Piped Water	85
51-82-518	PERS - Piped Water	1,290
51-85-501	Salaries - Hauled Sewer	15,324
51-85-511	Medicare - Hauled Sewer	222
51-85-518	PERS - Hauled Sewer	3,371
51-86-501	Salaries - Piped Sewer	18,907
51-86-511	Medicare - Piped Sewer	274
51-86-518	PERS - Piped Sewer	4,160
51-87-501	Salaries - Sewer Lagoon	1,207
51-87-511	Medicare - Sewer Lagoon	18
51-87-518	PERS - Sewer Lagoon	266
		Total Increases
		50,987
TOTAL	Net Change to Water/Sewer Fund Expenditures	

	TOTAL CHANGE TO Water/Sewer APPROPRIATIONS	
		Total Increases
		50,987
		Total Decreases
		0

	Cumulative Change to WATER SEWER	50,987
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Budget Modification

Changes to Water Sewer Revenues

	Increases	
51-46-490	OPERATING TRANSFER IN	50,987
	Total Increases	50,987
TOTAL	Net Change to Water/Sewer Revenues	50,987

	TOTAL CHANGE TO Water Sewer FUND BALANCE	
	Change to Water/Sewer Revenues	50,987
	Change to Water/Sewer Appropriations	50,987
	Cumulative Increase/Decrease to Water Sewer Fund Balance	0

Port Fund (52)

Budget Modification

Changes to Port

	Increases	
52-50-501	Salaries - Port	5,257
52-50-511	Medicare - Port	76
52-50-518	PERS - Port	1,157
	Total Increases	6,490
TOTAL	Net Change to Port Fund Expenditures	6,490

	TOTAL CHANGE TO City Port	
	Total Increases	6,490
	Total Decreases	0
	Cumulative Change to City Port	6,490

	TOTAL CHANGE TO	
	Change to Port Fund Revenues	0
	Change to Port Fund Appropriations	6,490
	Cumulative Increase/Decrease to Port Fund Balance	(6,490)

Solid Waste Fund (50)

Budget Modification

Changes to Solid Waste

	Increases	
50-70-501	Salaries - Solid Waste	4,106
50-70-511	Medicare - Solid Waste	60
50-70-518	PERS - Solid Waste	903
	Total Increases	5,069
TOTAL	Net Change to Solid Waste	5,069

	TOTAL CHANGE TO Solid Waste APPROPRIATIONS	
	Total Increases	5,069
	Total Decreases	0
	Cumulative Change to Solid Waste	5,069

	TOTAL CHANGE TO Solid Waste FUND BALANCE	
	Change to Solid Waste Revenues	0
	Change to Solid Waste Appropriations	5,069
	Cumulative Increase/Decrease to Solid Waste Fund Balance	(5,069)

Fleet Replacement Fund (58)

Budget Modification

Changes to Fleet Replacement

	Increases	
58-50-698	Port Vehicles	25,225
	Total Increases	25,225
TOTAL	Net Change to Port	25,225

	TOTAL CHANGE TO Fleet Replacement REVENUES	
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58-43-411	Insurance Proceeds	25,225
	Total Increases	25,225
	Total Decreases	-
	Cumulative Change Fleet Replacement	25,225

	TOTAL CHANGE TO Fleet Replacement	
	Change to Fleet Replacement Fund Revenues	25,225
	Change to Fleet Replacement Fund Appropriations	25,225
	Cumulative Increase/Decrease to Fleet Replacement Fund Balance	0

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

PASSED AND APPROVED THIS _____ BY A VOTE OF ____ IN FAVOR AND _____ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

COUNCIL NOTE:

This document is the original Budget Modification presented to the Council.

The amendment to this document:

"No 1% base rate increases for all directors and authorize an up to a 5% merit increase for individual evaluations."
 was made at the April 12, Regular Meeting.

CITY OF BETHEL, ALASKA

ORDINANCE # 15-14 (e)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2016 Budget

Be it Enacted by the Bethel City Council that the FY 2016 Annual Budget be amended as follows:

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2016, July 1, 2015 to June 30, 2016.

GENERAL FUND (10)

Budget Modification

Changes to General Fund

Increases		
10-53-501	Salaries - Finance	12,953
10-53-511	Medicare - Finance	188
10-53-518	PERS - Finance	2,850
	Total Increases	15,990
Decreases		
	Total Decreases	0
TOTAL	Net Change to General Fund Expenditures	15,990

Budget Modification

Changes to General Fund

Increases		
10-54-501	Salaries - Planning	5,469
10-54-511	Medicare - Planning	79
10-54-518	PERS - Planning	1,203
	Total Increases	6,751
Decreases		
	Total Decreases	0
TOTAL	Net Change to General Fund Expenditures	6,751

Budget Modification

Changes to General Fund

Increases		
10-55-501	Salaries - IT	6,279
10-55-511	Medicare - IT	91
10-55-518	PERS - IT	1,381
	Total Increases	7,751
Decreases		

		Total Decreases	0
TOTAL	Net Change to General Fund Expenditures		7,751

Budget Modification

Changes to General Fund

	Increases		
10-60-501	Salaries - Fire		12,045
10-60-511	Medicare - Fire		175
10-60-518	PERS - Fire		2,650
		Total Increases	14,870
	Decreases		
		Total Decreases	0
TOTAL	Net Change to General Fund Expenditures		14,870

Budget Modification

Changes to General Fund

	Increases		
10-61-501	Salaries - Police		25,211
10-61-511	Medicare - Police		366
10-61-518	PERS - Police		5,546
		Total Increases	31,123
	Decreases		
		Total Decreases	0
TOTAL	Net Change to General Fund Expenditures		31,123

Budget Modification

Changes to General Fund

	Increases		
10-65-501	Salaries - PW Administration		2,151
10-65-511	Medicare - PW Administration		31
10-65-518	PERS - PW Administration		473
		Total Increases	2,655
	Decreases		
		Total Decreases	0
TOTAL	Net Change to General Fund Expenditures		2,655

Budget Modification

Changes to General Fund

	Increases		
10-71-501	Salaries - Parks & Recreation		4,369
10-71-511	Medicare - Parks & Recreation		63
10-71-518	PERS - Parks & Recreation		961
		Total Increases	5,394
	Decreases		

		Total Decreases	0
TOTAL	Net Change to General Fund Expenditures		5,394

Budget Modification

Changes to General Fund

	Increases		
10-70-501	Salaries - Property Maint.		4,450
10-70-511	Medicare - Property Maint.		65
10-70-518	PERS - Property Maint.		979
		Total Increases	5,494
	Decreases		
		Total Decreases	0
TOTAL	Net Change to General Fund Expenditures		5,494

Budget Modification

Changes to General Fund

	Increases		
10-66-501	Salaries - Streets & Roads		5,869
10-66-511	Medicare - Streets & Roads		85
10-66-518	PERS - Streets & Roads		1,291
		Total Increases	7,245
	Decreases		
		Total Decreases	0
TOTAL	Net Change to General Fund Expenditures		7,245

Budget Modification

Changes to General Fund In-Kind & Transfer

	Increases		
10-73-653	Cash Transfer to Water/Sewer Enterprise Fund		37,856
		Total Increases	37,856
	Decreases		
		Total Decreases	0
TOTAL	Net Change to General Fund Expenditures		37,856

Budget Modification

Changes to General Fund Revenues

	Increases		
10-46-490	XFERS IN FROM OTHER FUNDS		199,889
		Total Increases	199,889
	Decreases		
		Total Decreases	0
TOTAL	Net Change to General Fund Revenues		199,889

	TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS		
		Total Increases	135,130
		Total Decreases	0
	Cumulative Change to General Fund		135,130

	TOTAL CHANGE TO GENERAL FUND REVENUES		
		Total Increases	199,889
		Total Decreases	0
	Cumulative Change to General Fund REVENUES		199,889

	TOTAL CHANGE TO GF FUND BALANCE		
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	Change to General Fund Revenues	199,889
	Change to General Fund Appropriations	135,130
	Cumulative Increase/Decrease to GF Fund Balance	64,759

Special Revenue WIND Turbine PROJECT Fund (38)

Budget Modification

Changes to Wind Turbine

	Increases	
38-46-990	Operating Transfer Oout	199,889
	Total Increases	199,889
	Decreases	
	Total Decreases	0
TOTAL	Net Change to Wind Turbine Project Transfers	199,889

	TOTAL CHANGE TO Operating Transfers	
	Total Increases	199,889
	Total Decreases	0
	Cumulative Change to Wind Turbine	199,889

	TOTAL CHANGE TO FUND BALANCE	
	Change to General Fund Revenues	0
	Change to General Fund Appropriations	199,889
	Cumulative Increase/Decrease to Wind Trubine Project Fund Balance	(199,889)

E-911 FUND (41)

Budget Modification

Changes to E-911

	Increases	
41-50-501	Salaries - E911	2,151
41-50-511	Medicare - E911	31
41-50-518	PERS - E911	473
	Total Increases	2,655
	Decreases	
	Total Decreases	0
TOTAL	Net Change to E-911 Expenses	2,655

	TOTAL CHANGE TO E-911 APPROPRIATIONS	
	Total Increases	2,655
	Total Decreases	0
	Cumulative Change to E-911 Revenues	2,655

	TOTAL CHANGE TO E-911 FUND BALANCE	
	Change to General Fund Revenues	0
	Change to General Fund Appropriations	2,655
	Cumulative Increase/Decrease to E-911 Fund Balance	(2,655)

Water Sewer Fund (51)

Budget Modification

Changes to Water Sewer Fund

	Increases	
51-80-501	Salaries - Utility Billing	1,179
51-80-511	Medicare - Utility Billing	17
51-80-518	PERS - Utility Billing	259
51-81-501	Salaries - Hauled Water	9,272
51-81-511	Medicare - Hauled Water	134
51-81-518	PERS - Hauled Water	2,040

	Change to General Fund Appropriations	7,947
	Cumulative Increase/Decrease to Port Fund Balance	(7,947)

Solid Waste Fund (50)

Budget Modification

Changes to Solid Waste

Increases		
50-70-501	Salaries - Solid Waste	1,368
50-70-511	Medicare - Solid Waste	20
50-70-518	PERS - Solid Waste	301
50-71-501	Salaries - Solid Waste	1,741
50-71-511	Medicare - Solid Waste	25
50-71-518	PERS - Solid Waste	383
	Total Increases	3,838
Decreases		
	Total Decreases	0
TOTAL	Net Change to Solid Waste	3,838

TOTAL CHANGE TO Solid Waste APPROPRIATIONS		
	Total Increases	3,838
	Total Decreases	0
	Cumulative Change to Solid Waste	3,838

TOTAL CHANGE TO Solid Waste FUND BALANCE		
	Change to Solid Waste Revenues	0
	Change to Solid Waste Appropriations	3,838
	Cumulative Increase/Decrease to Solid Waste Fund Balance	(3,838)

Fleet Replacement Fund (58)

Budget Modification

Changes to Fleet Replacement

Increases		
58-50-698	Port Vehicles	25,225
	Total Increases	25,225
Decreases		
	Total Decreases	0
TOTAL	Net Change to Port	25,225

TOTAL CHANGE TO Fleet Replacement REVENUES		
58-43-411	Insurance Proceeds	25,225
	Total Increases	25,225
	Total Decreases	-
	Cumulative Change Fleet Replacement	25,225

TOTAL CHANGE TO Fleet Replacement		
	Change to Fleet Replacement Fund Revenues	25,225
	Change to Fleet Replacement Fund Appropriations	25,225
	Cumulative Increase/Decrease to Fleet Replacement Fund Balance	0

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

PASSED AND APPROVED THIS _____ BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Introduced by: Council Member Hoffman
Date: April 12, 2016
Public Hearing: April 26, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-12

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE CHAPTER 2.04 CITY COUNCIL PROVIDING FOR RECESS OF COUNCIL MEETINGS

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

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

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

2.04.010 Regular Meetings

- A. Regular meetings of the city council shall be held on the second (2nd) and fourth (4th) Tuesdays of each month.
- B. A regular meeting may be postponed or rescheduled to another date upon a vote of the majority of the councilmembers at a previous regular or special meeting. A regular meeting may be postponed or rescheduled because of an expected lack of a quorum of the city councilmembers at the next scheduled regular meeting. At least one (1) regular meeting must be held each month.
- C. Notice of the postponing or rescheduling of a regular meeting shall be given in accordance with BMC 2.04.025. If a regular meeting is rescheduled, it may not be rescheduled before six (6) days after the last regular meeting in order to give the public notice of the rescheduled date.
- D. Unless otherwise stated in the public notice of the meeting, each regular meeting shall be held at City Hall in the City Council Chambers, which is located at 300 State Highway, and shall begin at 6:30 p.m.

Introduced by: Council Member Hoffman
Date: April 12, 2016
Public Hearing: April 26, 2016
Action:
Vote:

2.04.020 Special Meetings.

- A. Special meetings of the city council may be held at the place, time, and upon the date set out in the public notice of the special meeting, provided:
 - 1. The meeting is called by the mayor, the vice mayor if the mayor is absent from the city, or three (3) councilmembers; and
 - 2. A majority of the members are given at least twenty-four (24) hours' oral or written notice and a reasonable effort has been made to give notice to all members; or
 - 3. If less than twenty-four (24) hours' oral or written notice is provided to a majority of councilmembers, then all members are present at the meeting or waive in writing the required notice either before or after the meeting and the waiver is made a part of the minutes of the meeting.
- B. Delivery of written notice to the residence and to the place of employment of a councilmember constitutes a reasonable effort to notify.
- C. Reasonable public notice of the special meeting must also be given.

2.04.025 Public Notice of Meetings.

- A. Reasonable public notice shall be given of all meetings of the city council and of committees of the council, including meetings of the committee of the whole and work sessions not held as part of a previously noticed regular or special council meeting.
- B. The notice shall contain the date, time and place of the meeting and a preliminary agenda. The notice shall be posted on the bulletin board at City Hall and on at least three (3) other bulletin boards within the city at least six (6) days before the meeting. If the meeting will be teleconferenced to permit the participation of the public or one (1) or more councilmembers, the location of each teleconference site shall be given in the notice. The failure of the notice to meet one (1) or more conditions of this section does not constitute a failure to provide reasonable notice unless such failure violates the requirements of reasonable notice set out in AS44.62.310.

Introduced by: Council Member Hoffman
Date: April 12, 2016
Public Hearing: April 26, 2016
Action:
Vote:

2.04.030 Length of Meetings

A. Unless extended by motion, all regular and special meetings of the city council shall end at 11:00 p.m.; provided no action taken by the city council shall be invalid solely because the action was taken after 11:00 p.m. without first (1st) extending the time for adjournment.

B. Any meeting of the Council may be recessed to 6:30p the following day upon the approval of ~~the~~ a super majority vote of the City Council.

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

ENACTED THIS ___DAY OF MARCH 2016, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	AM 16-25		
Date action introduced:	March 22, 2016	Introduced by:	City Manager, Capela
Date action taken:	March 22, 2016	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Approve Renewal of Third Party Administrator With TPSC in the annual amount of \$41,680.00 for 100 employees.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	City Manager	<i>AKC</i>	
<input checked="" type="checkbox"/>	Finance Director	<i>ZM</i>	
<input checked="" type="checkbox"/>	City Attorney	<i>PB</i>	
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): TPSC Administrative Agreement for City of Bethel.

Amount of fiscal impact:	Account information:	
	No fiscal impact	
\$ 44,184.00	Funds are budgeted for.	54-50-669
	Funds are not budgeted. Budget modification is required.	

Background: City of Bethel has a self-funded health care plan for eligible employees. The City must ensure HIPAA privacy protections for our employees as it relates to health benefits eligibility and claim payments. To secure those protections, the City contracts with a third-party vendor to processes health claims, manage COBRA eligibility, and maintain Affordable Care Act reporting-related data. The third party vendor also serves as a confidential customer service provider for City employees as it relates to health insurance benefits, further protecting personal and confidential information from accidental disclosure.

CITY OF BETHEL
Estimated Annual Fixed Costs 2016-2017

DESCRIPTION	FEE	MONTHLY	ANNUALIZED
TPSC Administration Fee	\$ 31.35	\$ 3,135.00	\$ 37,620.00
Service Provider Interface Fee	\$ 1.30	\$ 130.00	\$ 1,560.00
American Health Holding ⁽¹⁾	\$ 4.17	\$ 417.00	\$ 5,004.00
Estimated Annual Administration Fixed Costs			\$ 44,184.00

⁽¹⁾ Includes Pre-Certification, Disease Management and 24/7 Nurseline

Please note, the monthly and annual fixed costs fees reflected above are an estimate based on an average of 100 enrollees per month. Other fees may be assessed during the year including but not limited to AHH Large Case Management, \$118.00 per hour and Summary of Benefits and Coverage (SBC) per ACA requirements, \$250.00 per plan.

ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT, made as of April 1, 2008, by and between City of Bethel, having its principal office at 300 State Highway, Bethel, AK 99559 (the "Company") and Trusteed Plans Service Corporation, having its principal office at 6901 6th Avenue, Tacoma, WA 98406 ("Trusteed Plans"),

When the Company is acting as the Plan Sponsor (as defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) under this Agreement, it will be referred to as the "Plan Sponsor," and when it is acting as the Administrator (as defined in ERISA) under this Agreement, it will be referred to as the "Plan Administrator." As Plan Sponsor, the Company is acting in its capacity as the settlor of the Plan, and, as the Plan Administrator, it is acting in its fiduciary capacity;

WITNESSETH:

WHEREAS, the Plan Sponsor has established an Employee Welfare Benefit Plan, as defined in ERISA, for the purpose of providing certain benefits, which includes medical, dental, vision, and prescription drug benefits, to eligible participants (the "Plan"), and

WHEREAS, it is the Plan Administrator's desire that Trusteed Plans provide certain services with respect to the Plan, and Trusteed Plans is willing to provide such services, subject to the terms and conditions hereof

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Duties of Trusteed Plans.** Trusteed Plans shall, during the term hereof, provide the following services:

a. **Claims Processing.** Review and process claims, which are incurred on or after the Effective Date (or prior agreement, if any) and are received by Trusteed Plans prior to the termination date of this Agreement, submitted by participants in the Plan, together with supporting documentation, to determine if the same are complete, correct and in proper order, and calculate the amount of benefits due, in accordance with the document establishing, and setting forth the terms of, the Plan (the "Plan Document") and, if applicable, the Summary Plan Description (as defined in ERISA, and, collectively with the Plan Document, the "Documents"), provided, however, that if the determination of benefits payable with respect to a claim is not clearly set forth in the Documents but requires the use of discretion, such claims are referred, together with a suggested claim determination, to the Plan Administrator, as addressed in Section 9, for a final determination

Trusteed Plans shall file all claims exceeding the stop loss threshold, in accordance with the stop loss policy, with the stop loss insurer for advancement of funds (if included in the stop loss policy) or reimbursement to the Plan Sponsor

The parties acknowledge and agree that, in the event the Plan Sponsor does not elect to enter into a run-out agreement with Trusteed Plans with respect to claims received prior to the termination date of this Agreement ("Run-Out Claims"), Trusteed Plans shall have no responsibility with respect to Run-Out Claims. In such event, Trusteed Plans shall either return any Run-Out Claims received to the providers or to the Plan Administrator, as shall be directed by the Plan Administrator in writing. In the event the Plan Administrator does not direct Trusteed Plans as to return of the Run-Out Claims, Trusteed Plans shall return them to the providers

b. **Accounting Records; Funding Requirements.** Keep an accurate accounting record of all claims processed on behalf of the Plan and report current and cumulative claim funding requirements. The Plan Sponsor and its auditors and attorneys shall, upon ten (10) days' advance written notice and at their expense, be entitled to review the accounting records of Trusteed Plans with respect to the administration of the Plan to any extent not prohibited by law

c. **Claims Payment.** To the extent of funds that may from time to time be made available by the Plan Sponsor to Trusteed Plans, Trusteed Plans shall make payments in connection with claims for which a determination has been made that benefits are payable under the terms of the Documents

d. **Denials and Appeals.** As required by the Documents and applicable law, notify participants in the Plan or their assignees of (i) any denial of their claim and the right to file one or more appeals of the denial, as appropriate, and (ii) the decision on any such appeal(s) Trusteed Plans shall review and decide any appeals of denied claims, except those which would require the use of discretion, which shall be referred to the Plan Administrator for determination, as addressed in Section 9

e. **COBRA Administration.** Assist the Plan Administrator with its administration of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), including re-notification of COBRA beneficiaries, notification of premium amounts and tracking premium payments All notices shall be made by U S First Class Mail to the individual's last known address

In performing COBRA Administration services, Trusteed Plans will rely, without qualification, on the information provided by the employer Trusteed Plans shall not be responsible for the consequences of any action taken or omitted by the Plan Administrator in connection with COBRA, except to the extent that such action or omission is the result of the Plan Administrator's reliance of Trusteed Plans to provide services specified in Exhibit D(1), and Plan Administrator shall indemnify and hold harmless Trusteed Plans from any claim, expense or liability, including reasonable attorney's fees, incurred by Trusteed Plans as a consequence of any such action or omission by the Plan Administrator

Exhibit D(2) includes the text of all letters that will be sent by Trusteed Plans to qualified beneficiaries The Plan Administrator agrees that the text of each letter is satisfactory The Plan Administrator will provide any modification to the text of any letter to Trusteed Plans Trusteed Plans may charge for letter modification

f. **HIPAA Administration.** Assist the Plan Administrator with its administration of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), including (i) preparing certificates of creditable coverage, (ii) sending such certificates to individuals when they cease to be covered under the Plan, become covered under COBRA, cease COBRA coverage or request certificates within 24 months of termination of coverage; and (iii) providing information on categories of benefits upon request and upon payment of the costs of such disclosure by the party requesting the information

g. **New York Surcharge Reporting.** Perform the reporting requirements associated with the State of New York surcharge regulations, which require payment of a surcharge by all Employee Welfare Benefit Plans, based upon residence in the State of New York of employees covered by a plan or benefits provided in the State of New York Fees for this service are included in the Medical Claims Administration fee

h. **Respond to Plan Administrator Inquiries.** Respond to all reasonable telephone, mail and personal inquiries from designated representatives of the Plan Administrator with respect to claims processed, claims pending, coverage provisions and eligibility provisions

i. **Respond to Participant Inquiries.** Respond to all reasonable telephone calls (during regular business hours of 7:30 a.m. - 5:00 p.m., Pacific Time), mail or personal inquiries from participants in the Plan with respect to the requirements and procedures of the Plan and this Agreement, within a reasonable period of time

j. **Reporting.** Provide periodic reporting to the Plan Sponsor and the Plan Administrator in accordance with Exhibit A, which is attached hereto and made a part of this Agreement

k. **Information Regarding Plan Funds.** Provide all reasonable information pertaining to Plan funds which may be requested by the Plan Sponsor or its attorneys or auditors, provided that the Plan Sponsor shall reimburse Trusteed Plans for any costs in connection therewith, including personnel costs

l. **Printing.** Arrange and provide for, at the Plan Sponsor's expense, the design and printing of Plan identification cards and Summary Plan Descriptions

m. **Assist with Meetings.** Upon reasonable notice, attend meetings, if requested by the Plan Administrator, and in connection therewith, prepare any relevant information, provided that the Plan Sponsor shall reimburse Trusteed Plans for any costs incurred by Trusteed Plans for services which are not covered under the terms of this Agreement, including personnel costs

n. **Maintain Copies of Certain Documents.** Maintain copies of the Documents, insurance policies and all other basic documents relating to the Plan and this Agreement, as well as all correspondence and communications with the Plan Sponsor, Plan Administrator and participants in the Plan

o. **ERISA Required Filings.** If applicable, prepare and provide a signature-ready copy of the annual 5500 report to the Plan Sponsor and the Plan Administrator for filing documents with governmental agencies as required under ERISA

2. **Compensation of Trusteed Plans.** In addition to the fees outlined in Exhibit B, Trusteed Plans shall receive the following as compensation for services:

a. **Termination Fee.** The Plan Sponsor shall pay a termination fee as follows.

i. *(Initial here 1 if this service is desired)* Upon termination of this Agreement the Employer will pay the Administrator a transition fee equal to one (1) times the average monthly fee charged during the six (6) month period to the termination date. Upon receipt of this fee, TPSC will provide standard accumulator reports to include plan maximums and year-to-date benefit payments for all lines of coverage

ii. *(Initial here _____ if this service is desired)* Upon termination of this Agreement the Employer will pay the Administrator a transition fee equal to three (3) times the average monthly fee charged during the six (6) month period to the termination date. Upon receipt of this fee, TPSC will provide standard accumulator reports to include plan maximums and year-to-date benefit payments for all lines of coverage. In addition, TPSC will continue to process claims under the in-force plan provisions for 90 days from the date of termination

b. **Reprocessing Fee.** In the event a retroactive amendment or the Plan Sponsor's failure to fund claims in a timely manner results in the need to reprocess claims, the Plan Sponsor agrees to pay Trusteed Plans' expenses in performing that service

c. **Printing Expenses.** Unless otherwise specified, for costs incurred for printed material produced especially for the Plan Sponsor as requested and authorized. Expenses to be billed at cost plus 10% handling

d. **Other Expenses.** For any other expenses incurred by Trusteed Plans in connection with administration of the Plan, Trusteed Plans agrees to bill such expenses, limited to the actual amount of cost to Trusteed Plans, and agrees to allow the Plan Sponsor access to records of said costs

e. **Subrogation.** Trusteed Plans does not charge for any subrogation recovery initiated by Trusteed Plans, however a third-party vendor may be engaged. These costs are passed through to the Plan Sponsor

f. **Shared Savings.** In the event a Plan participant incurs medical expenses which are not eligible for a discount under the Plan's primary preferred provider, or under any other discount arrangement, Trusteed Plans is hereby authorized to negotiate with the provider of services or supplies for a discount or, at its discretion, to use the services of a third party to obtain a discount. The fee payable to Trusteed Plans and/or such third party shall not exceed thirty percent (30%) of the amount of the discount.

g. **Increased Postal Fees.** Notwithstanding the fees in effect under this Agreement, should the United States postal service institute a postal rate increase during the term of this Agreement, then Trusteed Plans may increase the fees then in effect to cover such increased costs.

h. **Plan Amendments.** Trusteed Plans shall have the right to change its fees upon written notice to the Plan Sponsor in the event any amendment to the Plan changes the amount or type of processing, services or responsibilities undertaken by Trusteed Plans, effective as of the effective date of the amendment.

i. **Changes in Law Resulting in Increased Costs.** Notwithstanding the fees in effect under this Agreement, should there be a change in any law or regulation that results in increased costs to Trusteed Plans, Trusteed Plans shall increase its fees to cover such increased costs.

j. **Consultants' Fees.** The Plan Sponsor hereby authorizes Trusteed Plans to obtain professional reviews, independent medical evaluations, and audits of hospital or other health care provider costs, expenses and credit balances in accordance with group health industry standards and practices in order to determine whether hospital and physician charges are accurate, appropriate and necessary. The Plan Sponsor shall be responsible for all fees or expenses, if any, of third parties in connection with such audits, which will be passed on to the Plan, at Trusteed Plans' cost. Further, the Plan Sponsor shall be responsible for all fees of medical, vocational, and dental consultants and any consulting attorneys who may be consulted to assist in a determination of whether benefits are payable under the Plan, and any such consultants' fees will be passed on to the Plan, at Trusteed Plans' costs.

3. **Other Providers.** The Plan Administrator has elected to utilize the services of certain other providers (the "Providers") in connection with the administration of the Plan and authorizes Trusteed Plans to enter into agreements on its behalf with the Providers. The Plan Sponsor authorizes Trusteed Plans to prepare periodic billing statements for payment by the Plan Sponsor of the Provider fees listed below. The Plan Sponsor further authorizes Trusteed Plans to collect and remit such fees on its behalf to the Providers designated herein. Trusteed Plans shall collect such fees from the Plan Sponsor, either directly or as a part of the Plan Sponsor's funding of claims where the Provider fee is based on a percentage discount, deposit them into an account maintained for this purpose and pay the appropriate Provider therefrom. The Plan Sponsor acknowledges and agrees to the payment terms of any Provider utilized by the Plan as outlined in Exhibit C.

The Plan Sponsor is using the services of Flexible Benefits Corporation (the "Broker") in connection with the Plan for marketing and placement of excess loss insurance. Trusteed Plans hereby discloses to the Plan Sponsor that FBC is a wholly owned subsidiary of Trusteed Plans.

The Plan Sponsor acknowledges that Trusteed Plans has no ownership or affiliation with the Providers or any other Broker, except as set forth above, other than the right to access their networks or services. The Plan Sponsor further acknowledges that Trusteed Plans may receive compensation from certain Providers for providing support to them in connection with the services they provide to the Plan.

4. **Term and Termination.** The term of this Agreement shall be one year(s), beginning on April 1, 2008 (the "Effective Date") and terminating on March 31, 2009, except that either party to this Agreement may terminate it by giving written notice thereof to the other at least sixty (60) days prior to the date of such termination. Trusteed Plans may resign without prior notice at any time, and this Agreement shall terminate immediately, if the Plan Sponsor does not supply sufficient funds to pay approved claims within thirty (30) days of notice by Trusteed Plans of the amount due or to pay premiums for excess loss insurance within thirty (30) days of the due date. This agreement will automatically renew as of each March 1st thereafter, subject to the Company's approval of any fee changes, for periods of one year.

As of the date of its termination of this Agreement or of its resignation, as aforesaid, to administer the Plan, Trusteed Plans will provide the Plan Sponsor, or such agent designated in writing by the Plan Sponsor, books, records, files, forms, claims in process and other data and information with regard to the administration of the Plan. Trusteed Plans shall not destroy or otherwise dispose of any Plan records in its possession or custody after the termination of this Agreement unless possession or custody is first offered to the Plan Sponsor in writing. All other duties of Trusteed Plans under this Agreement shall terminate. Following a termination of this Agreement by Trusteed Plans, the Plan Sponsor may request reinstatement of this Agreement by warranting to Trusteed Plans that all contract provisions have been met and paying a reinstatement fee to be quoted by Trusteed Plans.

5. Trusteed Plans Insurance. For the protection of Plan assets, the Plan Sponsor and Plan participants, Trusteed Plans shall maintain, at its own expense, errors and omissions coverage and a fidelity bond in the form of employee dishonesty coverage, which shall meet the requirements of ERISA and any applicable state laws and regulations.

6. Plan Documentation. Trusteed Plans agrees to prepare, based upon information provided by the Plan Sponsor, an initial Plan Document and Summary Plan Description for approval by the Plan Sponsor. Trusteed Plans further agrees to prepare, at the request of the Plan Sponsor, Plan amendments to modify a provision of coverage and will assist the Plan Sponsor in the preparation of notices to Plan participants. In the event the Plan Sponsor elects to prepare, or have a third party prepare, its Plan Document, Summary Plan Description or amendments, the Plan Sponsor acknowledges and agrees that Trusteed Plans shall have no responsibility or liability in connection with such Plan Document, Summary Plan Description or amendments.

7. Funding. Trusteed Plans shall have no responsibility or liability for the adequacy or sufficiency of funds in the Plan. Trusteed Plans shall pay claims for the Plan Sponsor with respect to the Plan only to the extent of funds made available to it by the Plan Sponsor or the Plan, and then only while so authorized by the Plan Sponsor. The Plan Sponsor shall establish and maintain such trusts or accounts as are required for proper administration of the Plan. Upon notice by funding request register from Trusteed Plans, which notice shall be made by regular U.S. mail, facsimile transmission or electronic mail, and so often as the parties may agree on Exhibit A, of the claims which have been processed and are eligible for payment, the Plan Sponsor shall provide the funds necessary to pay such claims. Such funds shall be deposited into the Plan Sponsor's claims paying account, and the corresponding claims shall be paid therefrom. In the event the Plan Sponsor fails to provide funds for payment of claims within thirty (30) days of receipt of notice of liability from Trusteed Plans, the Plan Sponsor acknowledges that Trusteed Plans may notify Plan participants and the U.S. Department of Labor of the Plan Sponsor's inability to fund processed claims. Trusteed Plans will make every reasonable effort to recover amounts paid by the Plan Sponsor during the term of the Agreement which were inconsistent with Plan provisions. Trusteed Plans shall not be liable for non-recovery of such payments, unless such payments arose from, or were otherwise attributable to, Trusteed Plans' gross negligence or willful misconduct. In the event that a delay in funding by the Plan Sponsor causes any discounts to be no longer available, the Plan Sponsor agrees that Trusteed Plans shall have no liability with respect thereto.

8. Additional Payments to Claimants. The Plan Administrator may, by written notice to Trusteed Plans signed by an executive officer of the Plan Administrator, instruct Trusteed Plans to pay claims, which in Trusteed Plans' opinion, are not payable under the Plan, upon the condition that such instruction expressly releases Trusteed Plans from any liability in connection therewith. The Plan Sponsor and the Plan Administrator hereby acknowledge that such payments will not qualify for credit toward excess or stop loss insurance coverage, if any, and, as such, are considered "outside" the Plan. The Plan Sponsor and the Plan Administrator assume all legal requirements for such payment.

9. Acknowledgment of Certain Responsibilities. The parties explicitly agree and affirm that the Company is the "Administrator," "Named Fiduciary," and "Plan Sponsor" of the Plan (as such terms are defined in ERISA) and, the Plan Administrator is the fiduciary of the Plan. The parties further agree that, to the extent permitted by law, Trusteed Plans is not a fiduciary of the Plan and has no fiduciary responsibility with respect to the Plan. The Plan Sponsor acknowledges that it has exclusive responsibility for the design and funding of the Plan, but acknowledges that it may not be amended during the term hereof except by statute or with prior notice to Trusteed Plans (although Trusteed Plans' consent to any amendment is not required). It is agreed that Trusteed Plans does

not have discretionary authority or discretionary control in making decisions about plan administration, payment or non-payment of claims, or any other determination with respect to the Plan and the participants' rights in the Plan; it is further agreed that Trusteed Plans does not render investment advice with respect to any money or other property and has no authority or responsibility to do so. To the extent discretion must be used in making any decision regarding a claim or an appeal of a claim denial, Trusteed Plans shall refer the claim to the Plan Administrator, who shall have the sole authority to make discretionary decisions with respect to the Plan. This provision may be disclosed by Trusteed Plans in any communication, whether oral or written, including, without limitation, periodic statements to the Plan Sponsor, the Plan Administrator or the Plan participants.

10. Indemnification. The Plan Sponsor hereby agrees to defend, indemnify and hold Trusteed Plans harmless against all expenses, losses, claims, damages, liabilities, reasonable attorneys' fees and costs of suit in connection with any claim, action, suit, proceeding, settlement or compromise thereof, concerning the Plan or this Agreement, including, but not limited to:

- (a) any act or omission of Trusteed Plans, its officers, employees, agents and representatives, except if such act or omission is found by a court of competent jurisdiction to constitute gross negligence, willful and intentional misconduct or criminal conduct,
- (b) any negligent or other tortious or criminal conduct of the Company, its officers, agents, representatives or employees,
- (c) any claim for benefits under the Plan;
- (d) any breach of this Agreement by the Company;
- (e) any liability relating to possession or maintenance of any Plan records following termination of this Agreement;
- (f) any actions of, or services provided by, the Providers or the Broker, including, but not limited to, any services of third parties or stop loss insurance coverage which are recommended or obtained by the Broker, any action actions of the Broker and/or its employees in responding to service calls from Plan participants or from any provider of services/supplies to the Plan,
- (g) any actions taken by the Plan Administrator, its employees or representatives, or the Broker and/or its employees, in accessing the Plan's records or files (whether to update eligibility information, process claims or perform some other function), or the results of such access;
- (h) any misuse of prescription drug cards following a participant's termination,
- (i) any claim relating to a delay in funding by the Plan Sponsor that causes any discounts to be lost or rescinded,
- (j) any liability relating to a Plan Document, Summary Plan Description or amendment prepared by a third party,
- (k) if the parties agree that Trusteed Plans will process run-in claims prior to completion of the Documents pursuant to Section 1(b)(ii), any claim relating to (i) the denial of eligibility or payment or non-payment of claims based upon a prior Plan Document or the Plan Sponsor's instructions, (ii) the denial of any excess loss insurance claim arising as a result of the payment or non-payment of claims or the denial of eligibility based upon the foregoing, and (iii) the rendering of services by Trusteed Plans prior to completion and execution of the Documents, and
- (l) any liability relating to use of on-line enrollment services (if such service was elected), including the Plan Administrator's responsibility for maintaining hardcopy of enrollment and eligibility information for the Plan's records and any liability relating to actions of the Broker and/or its employees in accessing or updating on-line enrollment and eligibility information

The Company shall immediately notify Trusteed Plans of any lawsuits or actions, or any threat thereof, that may become known to the Company that might adversely affect any interest of Trusteed Plans

If Trusteed Plans is named in any legal action or governmental agency investigation regarding the Company, the Plan or Trusteed Plans' services under this Agreement, Trusteed Plans shall have the right to select the attorney or firm to represent its interest in any such proceedings. Trusteed Plans shall invoice the Plan Sponsor for all legal fees, costs, and expenses incurred in the defense of any such proceeding, and the Plan Sponsor agrees to pay or reimburse Trusteed Plans for any such invoice within thirty (30) days.

11. Self Funded Benefits; Insurance. The Plan is funded exclusively by the Plan Sponsor and, if the Plan Sponsor so elects, Plan participant contributions. Benefits under the Plan are payable only if and to the extent any such funds are sufficient to pay related expenses and/or insurance premiums required to maintain stop loss, excess or other related insurance in force. Upon payment of the premium in connection therewith, there will be in effect stop loss or excess loss insurance. The parties acknowledge that it is the responsibility of the Plan Sponsor to determine if such insurance coverage is needed, to provide information necessary to obtain such insurance coverage (i.e. census, experience, large claim information), to approve the terms and conditions of such coverage and to provide the funds needed to pay the premiums thereon.

Trusteed Plans agrees that it shall, as soon as practicable, inform the Plan Sponsor of the cancellation of, or reduction in the amount of, such insurance if Trusteed Plans is notified; but, the Plan Sponsor shall, at all times, remain responsible for providing funds sufficient to pay such insurance premiums as well as Plan benefits. Premiums shall be paid to Trusteed Plan, which shall deposit the premiums into its account and pay therefrom such premiums and commissions due thereon. **The Plan Sponsor acknowledges that Trusteed Plans may notify Plan participants and the U.S. Department of Labor of the Plan Sponsor's inability to fund premiums due if not paid within thirty (30) days of their due date.**

12. Proprietary Information. The Company acknowledges that Trusteed Plans' proprietary computer software, records, reports, forms, documents and business methods remain the sole property of Trusteed Plans and may not be duplicated or disclosed in any manner.

13. Ownership of Books and Records; Access by Plan Administrator or Broker. Trusteed Plans acknowledges that all records and files maintained by it with regard to the Plan are the property of the Plan Sponsor. In the event the Company, as the Plan Administrator, or its employees, or the Broker or its employees, accesses the Plan's records or files, whether to update eligibility information, process claims or perform some other function, the Company acknowledges and agrees that Trusteed Plans shall have no responsibility or liability in connection with any actions taken by the Company or its employees, or the Broker or its employees, or the results thereof.

14. Prescription Drug Cards. In the event the Plan includes prescription drug benefits and participants in the Plan are issued cards in connection with those benefits, the Plan Administrator acknowledges and agrees that it is responsible for collecting such cards when a participant's coverage under the Plan terminates, that it is liable for any misuse of such cards following a participant's termination and that Trusteed Plans has no liability in connection therewith.

15. Assignment. Neither party may assign its rights or obligations hereunder, except as specifically provided herein, without the prior written consent of the other.

16. Notices. All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their addresses set forth above, or at such other addresses as the parties may from time to time designate in writing.

17. Entire Agreement; Modification. This Agreement represents the entire agreement between the parties relating to the subject matter hereof. No provision of this Agreement may be modified, except in writing, signed by the parties.

18. Controlling Law. This Agreement shall be governed by the laws of the State of Washington, without regard to its conflict of laws provisions.

19. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATTEST: [Signature]
4 March 2008
Date

CITY OF BETHEL
By: [Signature]
Its Duly Authorized City Manager
Tax ID Number: 92-36001644

ATTEST:
3/10/2008
Date

TRUSTEED PLANS SERVICE CORPORATION
By: [Signature]
Its Duly Authorized Executive VP

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATTEST:

[Handwritten signature]

CITY OF BETHEL

Date

4 March 2008

By:

[Handwritten signature]

Its Duly Authorized

City Manager

Tax ID Number:

92-36001644

ATTEST:

TRUSTEED PLANS SERVICE CORPORATION

Date

18 March 2008

By:

[Handwritten signature]

Its Duly Authorized

Executive VP

*City of
Bethel
Admin
Agreement*

RECEIVED
MAR 10 2008

**EXHIBIT A
REPORTING**

Trusted Plans agrees to provide to the Plan Sponsor and the Plan Administrator the following printed reports.

Weekly:

Weekly Check Register

Monthly (to commence after the completion of the first quarter of the Plan):

Plan Cost Control Sheet

Aggregate Tracking Report

Standard Experience Report Package

Annually:

PPO Savings Report

Large Claim Report

Large Claim Analysis

Trusted Plans agrees to provide, at the Plan Sponsor's or Plan Administrator's request and expense, additional reports or alternate reporting formats. Trusted Plans agrees to inform the Plan Sponsor or Plan Administrator in advance of any such additional expense.

**EXHIBIT B
COMPENSATION**

For the Period 4/1/2016 through 3/31/2017

For services rendered during the term of this Agreement and as outlined, the following fees, which are payable by the plan Sponsor on or before the first day of each month, subject to a 10 day grace period, for Trusteed Plans' services during that month:

Medical Claims	\$31.35 per employee per month
Dental Claims	Inc'd
Vision Claims	Inc'd
Short-term Disability Income Benefits	N/A
COBRA Administration Services	Inc'd (in addition, TPSC will retain the 2% administration charge, as allowed by COBRA)
Service Provider Interface Fee	\$1.30 per employee per month
W2 Reporting Data	N/A
Summary of Benefits & Coverage	\$250.00 per plan (supplied electronically)
ID Cards – limited to one group level reprint per year	Included – Generic ID cards mailed to employer for distribution
Annual Medicare Part D Mailing	N/A
Transitional Reinsurance Fee (See Exhibit G)	Inc'd
PCORI Fee (Enrollment Reporting Only, Snapshot Method)	Inc'd
1095 Monthly Reporting Data	N/A

**EXHIBIT C
OTHER PROVIDERS**

For the Period 4/1/2016 through 3/31/2017

<u>Provider Name</u>	<u>Provider Type</u>	<u>Provider Fee</u>	<u>TPSC Compensation</u>
Flexible Benefits Corporation	Broker	0% commission ⁽¹⁾ on Excess Loss Premium	\$0.00
American Health Holding ⁽²⁾	Pre-Certification Disease Management 24-Hour Nurseline	\$4.17	\$0.00
Express Scripts	Prescription Benefit	\$0.00	\$.50 per Rx plus 20% rebate share
Change Health	Out of Network Claims Mgt. Provider Integrity Program CPP Coding Compliance Services	21% of savings	9% of savings

Compensation to Trusteed Plans as outlined above includes but may not be limited to eligibility maintenance, fee remittance to Provider, and in-house services such as printing, claim re-pricing, compliance monitoring, pre-authorizations and claim overrides.

⁽¹⁾ If a subsequent change in servicing broker compensation affects Flexible Benefits commission share, if any, TPSC reserves the right to amend the fees reflected in Exhibit B as of date of such change.

⁽²⁾ American Health Holding also provides case management for claimants TPSC has determined have the potential for high dollar, ongoing claims. Case management is billed in 15 minute increments at \$118.00 per hour rate.

For services rendered in accordance with the Agreement dated April 1, 2008 between Trusteed Plans Service Corporation and City of Bethel, the fees shown in the attached Exhibits B and C will be effective for each respective period listed.

IN WITNESS THEREOF, the parties hereto have caused this Revision to be executed as of the date first above written.

ATTEST:

CITY OF BETHEL

Date

By: _____

Its Duly Authorized _____

Tax ID Number: _____

ATTEST:

TRUSTEED PLANS SERVICE CORPORATION

Date

By: _____

Its Duly Authorized _____

EXHIBIT G
Transitional Reinsurance Fee Services
For the Period
January 1, 2014 through December 31, 2016

The Affordable Care Act requires contributions to be paid by self-funded group health plans to fund a Transitional Reinsurance Program in place from 2014 to 2016. The Reinsurance Fee ("Fee") is assessed on a per capita basis and is \$5.25 per member per month (\$63 per member per year) in 2014, \$3.67 per member per month (\$44 per member per year) in 2015 and is yet to be determined for 2016.

The Fee is based on membership count (covered lives – employees, spouses and dependents) for the first nine months of the year. The Fee applies to group health plans and counts must be submitted on a per plan basis.

The Fee is paid once per covered life on plans that provide minimum value. Certain types of coverage are excluded from the Reinsurance Fee:

- Coverage that is not major medical (i.e. standalone vision and dental, health savings accounts, Part D prescription drug benefits, etc.)
- Supplemental coverage (i.e., HRA)
- Secondary coverage (i.e., Medicare or other Primary Coverage)
- Coverage that does not meet minimum value

Trusteed Plans Service Corporation ("TPSC") will provide Client with 3 of the 4 acceptable Counting Method totals, including the Actual Count Method, the Snapshot Count Method and Snapshot Factor Method. If Client engages TPSC for payment remittance, TPSC will remit Fee on Clients behalf using the most cost-effective of these methods, selecting the single payment option. The Count Method will not include excludable types of coverage as outlined above, based on TPSC records at time of report.

Client hereby engages TPSC to invoice total amount due on Clients December fixed cost statement for each applicable year, with payment due TPSC no later than December 31 prior to government required payment deadline date. Further, TPSC will remit payment to pay.gov on Clients behalf by the payment deadline of the following January 15. Payment for 2016 will be based on the rate in effect at that time.

The terms of this Exhibit G will be effective for the Transitional Reinsurance Program periods of Calendar Year 2014, 2015 and 2106 as long as Client maintains a self-funded medical plan with TPSC as Contract Administrator as of December 31 of each applicable year.

IN WITNESS THEREOF, the parties hereto have caused this Exhibit G to be executed as written and it will remain in-force until (a) Client advises of termination of this service prior to November 15 of each applicable year, (b) if Client funds are not received as outlined, or (c) as otherwise outlined in this Exhibit.

ATTEST:

CITY OF BETHEL ("Client")

Ann K. Capela, City Manager

By: _____

Date

Its Duly Authorized _____

Tax ID Number: 92-60001644

ATTEST:

TRUSTEED PLANS SERVICE CORPORATION

By: _____

Date

Its Duly Authorized _____

CITY OF BETHEL

City of Bethel Action Memorandum

Action memorandum No.			
Date action introduced:		Introduced by:	
Date action taken:		Approved	Denied
Confirmed by:			

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s):

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

Request for Proposals

Employee Classification and Compensation Study

The City of Bethel is requesting proposals from qualified and experienced consulting individuals or firms to provide the full range of services necessary to conduct a comprehensive Employee Classification and Compensation Study.

CITY OF BETHEL

BETHEL, ALASKA



Important Dates to Remember

April 25, 2016	Deadline for receipt of Intent to Respond form
April 29, 2016	Deadline for questions or request for documents from City
April 29, 2016	Deadline for objections
May 13, 2016	Deadline for receipt of any Proposals

Time: The deadline time for all items above is **3:00 pm** Alaska Standard Time (AST)

June 07, 2016 Anticipated award of contract

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INTRODUCTION

Purpose/Synopsis

The City of Bethel (hereinafter “City”) is soliciting competitive sealed proposals for a qualified and experienced consultant or firm/organization (hereinafter “Consultant”) to provide professional services to assist in the development of an updated (a) comprehensive job classification system and (b) competitive compensation system for approximately 100 represented (union) and non-represented employees within a strong City Manager form of government.

The intent of the Study is to address changes in City operations and staffing over the last several years, which may have affected the type, scope and level of work being performed.

At the completion of the project, the City expects to have a credible Classification & Compensation Plan that accomplishes several objectives. The resulting plan should: a) ensure positions performing similar work with essentially the same level of complexity, responsibility, knowledge, skills and abilities are classified together; b) provide salaries commensurate with assigned duties; c) provide recognizable compensation growth; d) provide justifiable pay differential between individual classes; and e) enable the City to competitively recruit new employees, retain our current workforce, and motivate employee job performance.

All deliverables must be completed and accepted by the City by October 1, 2016 in order for the proposed changes to the compensation rates to be considered for a mid-year budget modification and incorporated into negotiations with the City of Bethel Employees Association (union) for a new contract to begin July 1, 2017.

Background

Labor Force: The City’s FY 2016 Budget reflects funding of 101 full-time employees and several part-time and seasonal employees. There is one bargaining unit, the Alaska Public Employees Association/American Federation of Teachers (APEA/AFT,) that incorporates all employees minus the management staff and contracted employees. The City’s current compensation plan includes two separate pay scales. Forty-four (44) positions are classified on the APEA/AFT union scale into eight (8) ranges. Ten positions are classified on the management scale within three (3) management ranges in accordance with Bethel Municipal Code. These positions are all overtime exempt under the FLSA. Three (3) positions are defined in Bethel Municipal Code as “Contract” positions and those, as well as any associated assistants, do not fall on an established pay scale but are compensated based on individually negotiated terms.

Benefits: All full-time employees currently receive the same health, life, long-term disability and short-term disability benefits offerings, regardless of classification. Part-time employees on the union scale receive pro-rated benefits. All employees working fifteen (15) hours or more per week are enrolled in the State of Alaska’s Public Employees Retirement System (PERS). The City’s participation in PERS is based on those position classifications that currently exist or that were historically funded. Changes to any position classifications (formal title, informal title, budget line reference or job function) can have significant financial impacts for the City due to ongoing

requirements to fund the retirement liability for any classifications recognized by PERS, even if the City eliminates or alters the classification.

City Government: Bethel is a second-class City government with a City Manager/Council format. Seven (7) council members are elected to serve two-year terms. The Mayor and Vice-Mayor are elected by the Council from among its membership. Members of council are not compensated for their service.

The Community: The Bethel Census Area encompasses over 40,000 square miles in western Alaska. The City of Bethel is approximately 400 air miles from the nearest major population center (Anchorage) and is not accessible by road. Bethel serves as a regional hub for 52 surrounding villages, providing air connections from a State-managed airport able to accommodate Boeing 737s and significant commuter traffic. The Kuskokwim River supports seasonal boat and snow-machine travel in the region and for several months a year, is used by ocean-going barges from Seattle and Anchorage destined for Bethel's Port. Bethel is home to the regional hospital, Lower Kuskokwim School District office, and several regional tribal organizations.

According to the Alaska Department of Labor, the City has an estimated population of 6,205 (2015 estimate). The Department also reports a median household income of \$36,195 and a 15% unemployment rate (February 2016), while the data from 2014 reflects 71% of residents aged 16 and over as employed with an average wage of \$44,024. The same data set for the census area as a whole reflects the employment rate slightly lower (68%) with an average wage of \$24,739 annually.

Definitions

ADA: The Americans with Disabilities Act of 1990, as amended

AST: Alaska Standard Time – the time referenced throughout this RFP as local time for Bethel, Alaska

BMC: Bethel Municipal Code, available for viewing on the City's website at www.cityofbethel.org

City: The City of Bethel, Alaska

City Council: The elected body responsible for authorizing the City Manager to enter into a contract with a third party

City Manager: The Chief Executive Officer (CEO) of the City and the person legally authorized and responsible to sign and administer contracts subject to the provisions of the Bethel Municipal Code

Consultant: A Proposer awarded a contract from this RFP

Deliverables: The final work product(s) that fulfill the contracted scope of work

Department Head: One of eight key leadership positions that report directly to the City Manager

Evaluation Team: A team specifically chartered to conduct the initial review and evaluate proposals submitted in response to this RFP in accordance with the evaluation criteria listed in the RFP to provide a basis for the Purchasing Agent to select a finalist

FLSA: The Fair Labor Standards Act of 1938, as amended

Purchasing Agent: The City employee responsible for the RFP process

Project Manager: The Consultant's primary interface with the City during the Work period

Proposal: The offer that the Proposer makes to the City in response to this RFP

Proposal Package: The complete submittal from a Proposer

Proposer: The individual, firm/organization or other entity making an offer to the City

Request for Proposals: The competitive process whereby the City is seeking competitive offers to resolve a City need or requirement

Work: The entire project or the various separately identifiable outcomes required to be performed or furnished under the contract documents

SCOPE OF WORK

Develop a Comprehensive Job Classification System

Outcome 1: A comprehensive job classification system that can accommodate the City's needs for a flexible, internally and externally equitable, defensible, market sensitive, and easily administered system for all current and future jobs within the City while mitigating unfunded PERS liability associated with the removal/defunding historical or current positions.

Outcome 2: A job classification system that:

- A. establishes career progressions for occupations;
- B. provides clear distinctions in different job levels;
- C. promotes internal equity;
- D. establishes performance standards/job qualifications for all job classifications;
- E. provides legally defensible classification specifications (ADA, FLSA, termination, Workers Compensation, grievances, etc.); and
- F. assigns classifications to pay ranges that are labor market appropriate.

Outcome 3: Classification specifications (position descriptions) for all classifications that reflect current duties, requirements of the position, including physical requirements and essential job functions. All classifications should include:

- A. Definition of the job classification
- B. Essential job functions

- C. Requirements of education, experience, knowledge, skills and abilities
- D. Supervision exercised and received with definition of lead or supervisory roles
- E. Working environment and/or conditions
- F. Licenses, certifications, driving requirements, and physical requirements in compliance with the ADA
- G. Appropriate exempt and non-exempt designation under FLSA

Outcome 4: All employees allocated to an appropriate job title, job classification and exempt/non-exempt designation pursuant to the Fair Labor Standards Act (FLSA).

Outcome 5: A compilation of necessary documents and other resources written in plain language such that a new manager or individual with no human resources experience can reference this resource to maintain, enhance, and use the classification system to identify and consistently apply the system to modify any existing position or classification, or create a new position or classification scheme.

Develop a Competitive Job Compensation System

Outcome 1: Identification of comparable benchmark employers to guide the City's future employee salary and benefit decisions in order to facilitate the retention and attraction of high-performing staff members, while being financially sustainable.

Outcome 2: Completion of compensation benchmark study considering at a minimum a) other employers in the region (the City's local competition for its workforce); b) career-field/comparable skills (relative to the local workforce and state/national standards); and c) recruitment ("wage plus benefits" package's attractiveness to potential applicants).

Outcome 3: A compensation system including recommended scale(s) for all job classifications to include wages/salaries and benefits, exclusive of retirement options.

Deliverables

All written deliverables shall be formatted and delivered in Microsoft Word (2007-2010) format attached to an email message and on a USB drive delivered to the Human Resources Manager.

Each final report shall be formatted and delivered in Microsoft Word (2007-2010) attached to an email message and on a USB drive delivered to the Human Resources Manager.

Documents used in formal presentations shall be bound.

Formal presentations to the City Manager and Human Resources Manager shall include at least four (4) sets; formal presentations to the Department Directors shall include at least ten (10) sets; formal presentations to the Mayor and Council shall include at least ten (10) sets.

City Responsibilities

The City's Human Resource Manager will serve as the Consultant's point of contact for the duration of the contracted work. The City will provide the Consultant with requested current

documents used in the City's current classification and compensation systems. City staff will promptly review the submissions required from the Consultant and advise the Consultant as to any adjustments necessary.

Copyright and Trademark Licenses

Prior to the final payment, the Consultant shall provide to the City of Bethel written, perpetual, royalty-free copyright and trademark licenses to use any and all of the ideas and concepts provided by the Consultant to the City in any manner provided that the use is solely for the City of Bethel's own internal uses or is in compliance with public records availability laws.

RFP Requirements and Instructions

Intent to Respond

Complete and submit the Intent to Respond Form – Attachment A of this proposal. The Deadline to submit this form is no later than 3:00 pm AST on April 25, 2016. The form should be emailed to the City's Purchasing Agent, Hansel Mathlaw, at hmathlaw@cityofbethel.net.

Proposed Schedule

The following dates are proposed by the City; however, the dates and times may be changed as the needs of the City change. Unless specifically noted, all deadlines are 3:00 PM AST on the due date. It is solely the Proposer's responsibility to stay informed on the dates and times. Any changes will be emailed to the contact of record for each individual or firm/organization that submits an "Intent to Respond" by the submission deadline for that form.

RFP release – April 13, 2016

Final date to receive Intent to Respond forms – April 25, 2016

Final date to receive written questions or requests for documents – April 29, 2016

RFP submission period ends – Friday, May 13, 2016 **at 3:00 PM AST**

Anticipated award of contract – Wednesday, June 7, 2016

Submission of Proposals

Proposal packages must be submitted in a sealed parcel marked "Proposal for Employee Classification and Compensation System".

To be considered for award, the complete proposal package must be received by the Purchasing Agent prior to the official closing date and time. Allow sufficient time for transportation and receipt. It is the Proposer's responsibility to ensure that any third party carrier is able to deliver the package to the correct location in time to meet the closing date and time.

Proposal documents may be mailed or hand delivered to the following location:

Hansel Mathlaw
Purchasing Agent, City of Bethel
300 Chief Eddie Hoffman Highway
PO Box 1388
Bethel AK 99559

The City will not consider facsimile (fax) or electronic submission (e-mail) of a proposal.

Proposal Handing

Upon receipt at Bethel City Hall, the City will mark each timely received proposal package with the date and time of receipt. The City will safeguard all proposals from unauthorized disclosure from the time of receipt, throughout the selection process.

In accordance with Bethel Municipal Code, competitive sealed proposals will not be publicly opened or otherwise handled in a manner that permits disclosure of the identity of any Proposer or the contents of any proposal during the evaluation process. The proposals, except for information identified by the Proposer as proprietary, shall be open for public inspection after the contract award.

The City will judge any proposal received by the Purchasing Agent after the official closing date and time as LATE and the City will not open it nor consider it for award, EXCEPT if the proposal was properly addressed and the Purchasing Agent determines that the late receipt of the proposal was solely due to mishandling by City employees.

Questions Concerning RFP

Questions concerning interpretation, clarification, or other inquiries concerning any portion of this RFP should be made in writing via email to the Purchasing Agent, Hansel Mathlaw, who will be the official point of contact for this RFP. No questions other than written will be accepted, and no response other than written will be binding upon the City.

Questions and/or requests for documents must be submitted by April 29, 2016 via email to hmathlaw@cityofbethel.net. The subject line should read "Questions - Classification and Compensation Study RFP".

Document Requests

For those Proposers desiring to obtain specific documents to aid them in the preparation of the RFP, they may request a list of those documents, including current policies, by sending a detailed email to the Purchasing Agent, Hansel Mathlaw at hamthlaw@cityofbethel.net with "Request for Documents – Employee Classification and Compensation Study RFP" in the subject line. The request must be made by April 29, 2016, and the City will make every effort to provide the requested documents in an electronic format within two business days.

In the interest of fairness, all Proposers having submitted an “Intent to Respond” form will be provided a generic notice of the documents which have been produced. For example, if a request for copies of the current position descriptions is received and responded to, all Proposers will receive an addendum indicating that one Proposer requested and received a copy of the current position descriptions.

Complaints/Protests/Objections

Any interested party may protest any actual or perceived improprieties or ambiguities to this request for proposals. All complaints and/or protests regarding this request for proposals must be submitted in writing no later than April 29, 2016 at 3:00 pm AST. Specific information about how to file a protest or complaint can be found in Section 4.20.270 of the Bethel Municipal Code located at www.cityofbethel.org.

Written Addendum

The issuance of a written addendum by the City’s Purchasing Agent is the only official method by which interpretation, clarification, or additional information can be given. The City will not be responsible for any oral representation given by any employee representative or others.

If the City revises (amends) this RFP, the Purchasing Agent will send an electronic version of any issued addendum to the Proposer’s point of contact as noted on the Intent to Respond form. In addition, any amendments, addenda or additional information will be posted to the City of Bethel website: www.cityofbethel.org > Doing Business > Bids and Proposals. Proposers should acknowledge each addendum in their proposal. Failure to do so may prevent your proposal from being considered for an award. It is solely the Proposer’s responsibility to ensure the receipt of all addenda and incorporate any changes before submitting a proposal to the City for consideration.

Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the receipt deadline by delivering a written request for withdrawal signed by, or on behalf of, the Proposer. The written request may be delivered by standard mail, electronically to hmathlaw@cityofbethel.net, or via fax to 907-543-5294.

Proposer’s Responsibilities

Examination of Proposal Documents

By submitting a proposal, the Proposer represents that it has read and understands this RFP, has made the proposal in accordance with the RFP requirements, and is familiar with the local conditions under which the proposed services and products must perform. In addition, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City’s objectives.

If the City awards you a contract because of your proposal, your failure to have made proper investigations and examinations will in no way relieve you from your obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such

conditions and requirements be accepted as a basis for any claim by you for additional consideration, compensation, or relief.

Failure by a Proposer to ask questions, request information, or submit objections by the dates indicated herein shall constitute the Proposer's acceptance of all of the terms, conditions and requirements set forth in this RFP.

Communications with the City

From the date that this RFP is issued until a Proposer is selected and the selection is announced, Proposers or any affiliated parties are not allowed to communicate with City Council members regarding this RFP. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

Similarly, Proposers or any affiliates may not communicate outside the procedures set forth in this RFP with any officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. The City reserves the right to reject any Proposal for violations of this provision.

Resources and Key Personnel

Key personnel are any person whose individual action or inaction can impact the timely accomplishment of the performance objectives of each contract requirement. By submitting a proposal, the Proposer represents that each person listed or referenced will be available to perform the services described for the City, barring illness, accident, or other unforeseeable events of a similar nature in which case you must promptly provide a qualified replacement approved by the City.

If awarded a contract, the Contractor shall furnish all resources including, but not limited to, personnel, management, equipment, supplies, resources, transportation, and support, to accomplish the performance objectives(s) of each contract requirement.

Equal Opportunity

The City of Bethel does not make contracting or awards based on, nor discriminate because of race, creed, color, religion, gender, sex, gender identity, sexual orientation, age, national origin or ancestry, marital status, change in marital status, physical or mental disability, political affiliation, genetic information, pregnancy, parenthood, status as a disabled veteran, or any other status or condition protected under federal, state and local laws. The City of Bethel will not do business with any company that discriminates against any person based on any of the above criterion. All vendors doing business with the City of Bethel agree not to discriminate and agree to provide the City with a copy of its non-discrimination policies within ten (10) calendar days of any contract award.

Evaluation and Selection

The Purchasing Agent is responsible for the selection process and will be the sole point of contact for all Proposers. The Purchasing Agent may request written clarifications from any Proposer to

clarify any ambiguity or minor irregularity. The City may reject any proposal in which a Proposer's approach, qualifications or price is not considered acceptable by the City.

Proposer's Minimum Qualifications

To be considered for award, a Proposer shall meet or exceed each of the following minimum requirements. Failure to meet a requirement will result in the disqualification of the proposal. The consultant or firm/organization (or its principles) must:

- A. have a minimum of ten years' documented experience:
 - a. Conducting classification and compensations studies and analysis for municipal organizations; and
 - b. Conducting benchmarked compensation studies and analysis for municipal organizations;
- B. have demonstrable knowledge and experience in the interpretation of Federal and Alaska laws as they relate to pay practices, compensation, and non-exempt/exempt designation within a state that has not passed right to work legislation;
- C. have demonstrable understanding of the principles and practices of compensation, including the development of compensation structures, policies and procedures including base pay, performance based pay, wage progression, compression, and equity solutions;
- D. have demonstrable knowledge and practical understanding of the:
 - a. Americans with Disabilities Act of 1990, as amended, as it applies to this project;
 - b. Fair Labor Standards Act (FLSA), as amended, especially as it applies to exempt/nonexempt classifications;
- E. have the human, managerial, and fiscal resources to complete all elements of the project so the City can incorporate the results into budgetary, benefit, and other planning beginning October 1, 2016;
- F. be a vendor in good standing with the City in accordance with BMC 4.20, under which the City will not consider a proposal/offer from, or award a contract to, any person, company, corporation, or organization that is in arrears, or is in default to the City upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to the City; and
- G. have the proper licenses and authority to perform work in the State of Alaska.

Proposal Package Evaluation

Responsiveness: The Purchasing Agent will review each proposal to determine its responsiveness, i.e. has the Proposer provided all of the materials required in "Submittal Requirements". If the Purchasing Agent determines a proposal to be nonresponsive, that proposal will not be evaluated further and will not be considered for award.

Initial Proposal Review: The Purchasing Agent will provide one copy of each responsive proposal to each member of the Evaluation Team. Each team member will evaluate and score each proposal in accordance with the Evaluation Criteria.

Optional Interview: Proposers may be invited to participate in an in-person oral interview with the Evaluation Team. Participation is at the Proposer's expense and it is expected that at minimum, the Project Manager responsible for carrying out the contracted work, if awarded, should be present at the oral interview. This individual will be evaluated based on his/her apparent ability to communicate the technical concepts of job classification, compensation and related law to individuals without a human resources background.

This presentation is expected to confirm proposal representations, and give the City the opportunity to meet the individual(s) who would be assigned to the project. An agenda of items the City intends to address during the meeting will be forwarded to the Proposer(s) prior to interview.

References: The City may also contact and evaluate the Proposer's references, prior clients, or otherwise solicit information from any available source concerning any aspect of the proposal.

Price Proposal Evaluation: The Purchasing Agent will review all price proposals in relation to one another. If the price proposed appears unreasonable (too high) or unrealistic (too low), the Purchasing Agent may request that the Proposer either submit a revised price proposal reflecting actual costs or submit justification for the proposed pricing.

The Purchasing Agent will apply the scoring formula listed in the Evaluation Criteria to determine the price per point for each proposal. Based on the price per point scores, the Purchasing Agent will identify which proposals are competitive (have a reasonable chance of being selected for an award.)

The Purchasing Agent will not share the specific price proposals or the price per point values for any proposal during the Selection Process.

Selection of Finalist from Among Competitive Proposals: Each proposal will be evaluated with consideration given to how it best meets the needs of the City of Bethel and the basis of capabilities described in the written proposal and oral presentation. The Proposal that best matches the City's objectives will be considered for contract award.

Negotiations

The City Manager shall initiate contract negotiations with the selected Proposer. The City anticipates negotiating, at minimum, the following elements:

- A. Prices;
- B. Schedules;
- C. Deliverables; and
- D. Additional services that may be requested.

Evaluation Criteria

Evaluation Criterion	Maximum Points
<i>Understanding:</i> The Proposer's understanding of the City's needs; the apparent quality, thoroughness, cohesiveness and applicability of the proposed work plans to meet the City's objectives.	30
<i>Proposer Qualifications:</i> The Proposer's qualifications and documented, relevant experience as a human resources consulting firm/organization to perform the required services.	15
<i>Personnel Qualifications:</i> The competence of the proposed team members based on qualifications and documented experience in similar projects. Particular emphasis is placed on the qualifications of the Project Manager as well as team members' apparent ability to communicate classification and compensation principles to non-human resources professionals.	15
<i>Approach:</i> The techniques for collecting and analyzing data, sequence and relationships of steps, and methods for managing the sub-parts and overall project. Of equal importance is whether the approach is completely responsive to the City's objectives and all outcomes contained in the RFP.	15
<i>References:</i> Past performance as described by direct and indirect references (as well as any performance history with the City) in providing similar services to other municipalities. Client satisfaction and similarity between references and this project are considered.	10
<i>Proposed Schedules/Timelines:</i> Are they sufficient to meet the City's October 2016 goal; has the Proposer identified any challenges in meeting this goal or identified deliverables that would be delayed and why?	10
<i>RFP Process:</i> How well did the Proposer follow the RFP directions on preparing and submitting its proposal package?	5
Initial Maximum Evaluation Points per Team Member	100

Price Per Point Evaluation

The sum of the average points awarded by the Evaluation Team for each criterion yield the total points for that proposal. Rank is ordered by lowest price per point to highest.

For example: Total project cost = \$50,000
 Total consensus evaluation points = 70
 Price per point = $50000/70 = \$714.29$ per point #2 Rank

Total project cost = \$65,000
 Total consensus evaluation points = 92
 Price per point = $65000/8792 = \$706.50$ per point #1 Rank

Insurance Requirements

Prior to execution of the resulting contract derived from this RFP, the awarded Consultant shall obtain and maintain in force at all times during the term of the resulting contract, insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business in the State of Alaska.

Commercial General Liability – occurrence form, with coverage for:

- A. Premises/Operations;
- B. Products and Completed Operations;
- C. Broad form property damage;
- D. Personal and advertising injury;
- E. Contractual liability with minimum limits:
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 aggregate
- F. Worker's Compensation – as required by Alaska law

Submittal Instructions

Required Submission Materials

A Proposer interested in submitting a proposal (offer) in response to this RFP should submit:

- A. ONE ORIGINAL signed paper proposal package, marked "ORIGINAL" on the document WITHOUT the Price Proposal form,
- B. FIVE (5) paper copies of the complete proposal package WITHOUT the Price Proposal form,
- C. ONE USB (electronic) copy of the complete proposal package WITHOUT the Price Proposal form,
- D. ONE redacted USB WITHOUT the Price Proposal form (if necessary), and
- E. ONE ORIGINAL Price Proposal in a SEPARATE SEALED ENVELOPE.

Economy of Presentation

Proposals should be presented simply and economically, providing a straightforward, concise description of your capabilities to satisfy the conditions and requirements of this RFP. The City does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances the City's understanding of your offer. Your emphasis should be on completeness and clarity of content.

The City is not liable or responsible for any costs incurred by you or any Proposer in responding to this RFP including, without limitation, costs for presentations, demonstrations, or interviews, if requested or required.

Proposal Guidelines

Proposers should submit a proposal in accordance with the instructions outlined in this section. The proposal package must be complete, self-sufficient, and respond directly to the requirements of this RFP. Ensure your proposal can stand alone on its merits and do not assume that there will be an opportunity to make a presentation to explain any item or detail.

Cross Referencing: To the extent possible, do not cross-reference information between sections. Unless clearly noted, Evaluation Team members will assume that information not found in the designated section has not been included in the proposal.

Proprietary Information: The Alaska Public Records Act mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for information, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. If any information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed is contained in the Proposal, it should be clearly identified in any written submissions by marking each page containing such proprietary information as confidential AND redacting such information on the USB version specifically designated for this purpose. Proposers may not designate an entire proposal as confidential nor designate its Price Proposal as confidential.

Indexing: Include a table of contents to delineate the topics and subsections for each Tab or section containing more than five (5) pages.

Glossary of Definitions, Abbreviations and Acronyms: Include a glossary of all key words or phrases that if misinterpreted by the City would impact the evaluation of the proposal. Spell out and identify any acronym used.

Page Size and Format: A "page" is defined as all information that can be legibly printed within one piece of 8.5x11 inch piece of paper in accordance with the below requirements

- A. Text should be single-spaced and left justified;
- B. Text should be printed in a "portrait" layout with one inch margins on all four sides;
- C. The text size should not be less than 11 point or more than 14 point;
- D. Pages should be numbered sequentially by Tab and Section; and
- E. Printed materials should be duplexed/double-sided printing as long as it does not prevent a reader from clearly understanding the proposal.

Graphics: Submit legible tables, charts, graphs, figures and pictures wherever practical to depict organizations, systems and layouts, implementation schedules, etc. These displays must be submitted in a format that is equivalent to 8.5 x 11 inch paper and legible and understandable if duplicated in that size format.

Binding and Labeling: Submit the original paper proposal in binder, folio, or other similar organizer, with section tabs. Pages should not be stapled together. Include a cover sheet clearly marked RFP Employee Classification and Compensation Study and the Proposer's name.

Proposal Sections

You should organize your proposal into the following major sections:

Tab 1 – Proposer Profile

In this section and throughout the remaining tabs, the term “firm/organization” is used to refer to a single individual consultant, a sole-proprietorship, partnership, incorporated entity, or any other Proposer identity. Be sure to provide the requested information as it is relevant to your specific business model.

- A. Cover Letter/Statement of Interest: (not more than three pages). Introduce your firm/organization and summarize key elements of the proposal. The letter must stipulate that the proposal price will be valid for a period of at least one hundred eighty (180) days after the close of this RFP. An individual authorized to bind the Proposer must sign the letter.
- B. Proposer Information Page (Attachment B)
- C. Proposer Profile and History: (not more than six pages). Provide a brief background of the firm/organization. Describe the firm/organization’s mission and basic philosophies as they relate to the services under consideration. Provide the names, titles and areas of responsibilities of the owners/partners. Describe the types of projects that the firm/organization typically performs.
- D. Project Team.
 - a. Designate the person to serve as your project manager and list the full names and functional titles of all key personnel that will be part of the project.
 - b. Provide brief biographical information that identifies their educational background, work history, and past responsibilities serving in similar financial advisory or human resource roles.
 - c. Describe the type of work each is expected to perform and their specific experience in the specialized areas of: classification systems (to include represented, FLSA exempt/nonexempt, PERS) and compensations systems.
- E. Subcontractors. Provide a list of any proposed sub-contractors that the proposing firm/organization may use on a project. Provide the same information required in sections C and D above for each subcontractor.
- F. City Responsibilities: Describe the duties the Proposer expects to be performed by City staff.
- G. Exceptions: List any exception that you as the Proposer may have concerning any requirement or item set forth in the RFP document or associated addenda.

Tab 2 – Firm/Organization Qualifications

Describe the experience of your firm/organization in performing classification and compensation studies. Document at least ten years’ experience by the Proposer and project team members with projects similar in nature conducted for other U.S. municipalities.

Provide specific examples of how your firm/organization’s expertise and recommendations have benefitted a municipality.

Tab 3 – Methods, Overall Approach and Procedures

- A. Understanding of Project: (not more than three pages).
- B. Describe the Scope of Work as you understand it and what you think the City’s anticipated outcomes are in your own words.
- C. Provide a detailed breakdown and description of the specific steps, services, methods and references that will be employed to gather the data, analyze the findings, develop recommendations and coordinate implementation as requested.
- D. Describe the firm/organization’s knowledge and familiarity with the local economic, political, legal and cultural situations.

Tab 4 – Deliverables: Structure and Content

Describe the way in which the work product (deliverables) will be structured and presented upon completion.

Tab 5 – Project Timeline

- A. Provide the anticipated total time necessary to complete the project and estimated time necessary for fulfillment of each element or task. The proposed project timetable will be incorporated into the project contract. The City anticipates that the successful Consultant will be able to begin this project no later than July 2016.
- B. Describe how your firm/organization will meet the proposed timeline.
- C. Describe techniques your firm/organization would use to keep the City abreast of the progress of the project.

Tab 6 – References

Provide at least five (5) references for whom your firm/organization has provided classification and compensation studies services within the past five years. Note that scoring will be weighted heavily in favor of municipal references and experience. The City reserves the right to contact any organization(s) or individual(s) listed.

Include the following minimum information for each reference:

- A. Community Name (City), State
- B. Community Contact Person’s name, phone number, email
- C. Project Description
- D. Project Start Date and Close-out Date
- E. Description of Work Performed

The City of Bethel cannot be used as a reference; however, all past performance with the City will be considered during the evaluation process.

Tab 7 – Litigation

Provide information on the nature, magnitude and outcome of all litigation and proceedings for the previous five years where a court or administrative agency has ruled for or against you or your firm/organization in any matter related to you or your firm/organization’s professional activities. The City reserves the right to conduct additional research concerning any Proposer.

Tab 8 – Other Information

Provide any information that will provide insight to the City about your qualifications, capabilities and resources not otherwise provided in one of the other tabs. This information should be pertinent and succinct. In addition to information you choose to provide, please also include in this section as appropriate:

- A. Disclosure Statement: Please disclose any and all past or current business and personal relationships with any current City of Bethel elected official, appointed official or City employee.
- B. A copy of any standard form contract that you have used previously for projects of similar scope and duration (optional).

Rights of the City

The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to issue subsequent Requests for Proposals, negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety.

This RFP is not in any way to be construed as an agreement, obligation or other contract between the City and any person or firm/organization submitting a proposal, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

All material submitted in response to this request become the property of the City of Bethel, will not be returned, and are subject to the provisions of the State of Alaska and City of Bethel after the announcement of an award is made. The City reserves the right to use any or all Proposer service ideas presented. Selection or rejection of the proposal does not affect this right.

The City may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer and require additional evidence of qualifications to perform the services described in this RFP. Contract award will be made at the sole discretion of the City, based on the evaluation of all responses and the Proposer's ability to best meet the City's objectives.

ATTACHMENTS

Attachment A: Intent to Respond Form

Attachment B: Proposer Information Page

Attachment C: Price Proposal Form

Attachment D: Proposal Package Checklist

Attachment E: Signature and Verification

Attachment F: Current Position Classifications

ATTACHMENT A: INTENT TO RESPOND FORM

The undersigned acknowledges that the individual or firm/organization they represent is in receipt of the solicitation for proposal for EMPLOYEE CLASSIFICATION AND COMPENSATION STUDY and intends to respond to the solicitation on or before May 13, 2016.

Individual or Firm's Name: _____

Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

By (Name): _____
(Contact of Record for the purpose of this RFP process.)

Signature: _____

Title: _____

Date: _____

Email this form to Hansel Mathlaw, Purchasing Agent at hmathlaw@cityofbethel.net

ATTACHMENT B: PROPOSER INFORMATION PAGE

This form is to be completed by the Proposer and placed in Tab 1 of the proposal.

Legal Contractual Name of Firm: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Authorized Signature: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Website URL: _____

Proposal Contact (if different): _____

Title: _____ E-Mail Address: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP OTHER (Specify) _____

Federal Tax Identification Number: _____

City of Bethel Business License Number: _____

(If none, you must obtain a City of Bethel Business License within ten business days of contract award.)

State of Alaska Business License Number and Expiration Date: _____

ATTACHMENT C: PRICE PROPOSAL FORM

_____, 2016

To: Purchasing Agent, City of Bethel
 PO Box 1388
 Bethel, AK 99559

The undersigned, on behalf of _____ [enter Proposer name] submits for consideration the following Price Proposal for Employee Classification and Compensation Study services:

Description	Hours	Price (Not to Exceed)
Development of a comprehensive job classification system		
Development of a competitive job compensation system		
Deliverables		
TOTAL PROJECT PRICE		
	Optional/Additional Services not covered in Scope of Work (to be added ONLY at the request of the City)	
Optional A		
Optional B		
Optional C		

Further, I hereby declare that _____ [enter Proposer name] has carefully examined the requirements to furnish Employee Classification and Compensation Study services for which proposals were advertised to be received by Friday, May 13, 2016 and further declares that _____ [enter Proposer name] makes this binding offer to furnish all resources necessary to provide said services.

 Signature Date

 Printed Name

ATTACHMENT D: PROPOSAL CHECKLIST

Before submitting your proposal, review the submittal requirements and ensure each section is included. Failure to include the required materials may preclude consideration of your Proposal. Please return the completed checklist with the original Proposal Package.

RFP Reference	Description	√	By (initial)	For City Use
Tab 1.A	Cover Letter / Statement of Interest			
Tab 1.B	Proposer Information Page (Attachment B)			
Tab 1.C	Proposer Profile and History			
Tab 1.D/E	Project Team & Subcontractors			
Tab 1.F	City Staff Responsibilities			
Tab 1.G	Exceptions			
Tab 2	Firm/Organization Qualifications			
Tab 3.A	Understanding of Project			
Tab 3.B	Understanding of Scope of Work			
Tab 3.C	Steps, Methods, References			
Tab 3.D	Knowledge of Local Situation			
Tab 4	Structure and Content of Deliverables			
Tab 5.A-C	Project Timeline, Methods and Progress Reports			
Tab 6	References			
Tab 7	Litigation			
Tab 8	Other Information			
Tab 8.A	Disclosures (If Applicable)			
Tab 8.B	Sample Contract (Optional)			
Attachment C	Price Proposal (1 original in sealed envelope)			
	Paper Proposal Package (1 original and 5 copies)			
	USB Drive with proposal package (1)			
	1 Redacted USB			

ATTACHMENT E: SIGNATURE AND VERIFICATION

By signing below, I hereby acknowledge the following:

1. Proposer, nor any of their representatives or third party mandated by Proposer, has attempted to contact City representatives or members of the selection committee for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City Council to influence their decision;
2. Proposer has produced the proposal without collusion, communication, agreement or arrangement with a competitor with regards to price, methods, factors or formulas for setting prices, to the decision to submit a proposal or to present a proposal that does not comply, directly or indirectly, with specifications contained in the request for proposals;
3. Neither the Proposer nor any of its representatives engaged in discrimination, intimidating measures, influence peddling or corruption or entered into any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.
4. Proposer has appropriately identified proprietary information. Proposer agrees, should the City comply with the Proposer's request for non-disclosure, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. The City shall have no obligation to withhold non-classified information from disclosure and may release the information sought without any liability to the City.
5. I have read and understand the requirements of this Request for Proposals and, that I, as the Proposer, will comply with all requirements and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

I hereby acknowledge receipt of the following addenda (check appropriate numbers):

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____

Signature

Date

Printed Name

ATTACHMENT F: CURRENT POSITION CLASSIFICATIONS

The following is a listing of the City of Bethel's current position classifications:

DEPT	FLSA CLASS	PAY SCALE:	POSITION TITLE:
Administration	EX	Contract	CITY MANAGER
	EX	MIII	HUMAN RESOURCES MANAGER
	NE	Contract	PART-TIME ASST TO CITY MANAGER
Legal	EX	Contract	CITY ATTORNEY
City Clerk	EX	Contract	CITY CLERK
	NE	Contract	PART TIME CITY CLERK ASST
Finance	EX	MIII	FINANCE DIRECTOR
	EX	MII	ASSISTANT FINANCE DIRECTOR
	NE	8	GENERAL LEDGER ACCOUNTANT/ANALYST
	NE	7	GRANT MANAGER
	NE	5	ACCOUNTING SPECIALIST I
	NE	4	ACCOUNTING CLERK
Planning	EX	MIII	PLANNING DIRECTOR
	NE	4	ADMINISTRATIVE ASSISTANT - PLANNING
Info Tech	EX	MIII	TECHNOLOGY DIRECTOR
	NE	6	IT TECHNICIAN
Fire	EX	MIII	FIRE CHIEF
	NE	9	FIRE CAPTAIN
	NE	6	FIREFIGHTER/EMT
Police	EX	MIII	POLICE CHIEF
	NE	9	POLICE LIEUTENANT
	NE	8	INVESTIGATIVE ADMINISTRATIVE SERGEANT
	NE	8	POLICE SERGEANT
	NE	7	CORPORAL (INVESTIGATOR)
	NE	6	POLICE OFFICER
	NE	5	COMMUNITY SERVICE OFFICER
	NE	5	COMMUNITY SERVICE PATROL OFFICERS
	NE	5	ADMINISTRATIVE ASSISTANT - POLICE
	NE	6	POLICE RECORDS & PUBLIC SAFETY DISPATCHER MGR
	NE	5	PUBLIC SAFETY DISPATCHER
Public Works (PW)	EX	MIV	PUBLIC WORKS DIRECTOR
	NE	4	ADMINISTRATIVE ASSISTANT

PW: Parks & Rec	NE	5	PARKS AND RECREATION SPECIALIST
	NE	2	PARK MAINT WORKER
PW: Streets & Roads	NE	6	STREETS AND ROADS FOREMAN
	NE	4	GRADER OPERATOR
	NE	4	OPERATOR / DRIVER
PW: Property Maint.	NE	6	BUILDING MAINTENANCE FOREMAN
	NE	4	MAINTENANCE WORKER
PW: Solid Waste	NE	4	LANDFILL MANAGER
	NE	3	LANDFILL TECHNICIAN
	NE	4	SOLID WASTE DRIVER
PW: Utility Services	NE	6	UTILITY FOREMAN
	NE	4	WATER TRUCK DRIVER
	NE	4	RELIEF WATER DRIVER
	NE	4	EVACUATION TRUCK DRIVER
	NE	4	RELIEF DRIVER - EVACUATION
PW: Utility Maint.	NE	6	UTILITY MAINTENANCE FOREMAN
	NE	4	UTILITY MAINTENANCE WORKER
	NE	5	WATER TREATMENT FACILITIES COORDINATOR
	NE	4	WATER TREATMENT OPERATOR
PW: Vehicles/Equipmt	NE	5	HEAVY EQUIPMENT MECHANIC
	NE	5	MECHANIC II / OILER
	NE	4	MECHANIC I
	NE	4	PARTS INVENTORY CLERK
PW: Transit System	NE	6	TRANSIT MANAGER
	NE	4	BUS DRIVER
Dock and Port	EX	MIII	PORT DIRECTOR
	NE	4	ADMIN ASST
	NE	4	CITY DOCK ATTENDANT
	NE	N/A - Temp	TEMPORARY WELDER
	NE	N/A - Temp	TEMPORARY PORT ATTENDANT

City of Bethel Action Memorandum

Action memorandum No.	AM 16-28		
Date action introduced:		Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title

Approve the bid process and selection of Brasco International, Inc. as the vendor to supply the City with 15 bus shelters delivered to Bethel for \$88,125.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	JS for PW	Recommend approval.
<input checked="" type="checkbox"/>	Finance	AK	Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): Photo of bus shelter.

Amount of fiscal impact:		Account information:
	No fiscal impact	
	Funds are budgeted for.	
\$88,125	Funds are not budgeted. Budget modification is required.	Caselle Account Needed

Summary Statement

The City of Bethel applied for and was awarded a grant from the Alaska Department of Transportation and Public Facilities as a pass-through grant from the Federal Transit Administration in the amount of \$82,318 and a required City cash match of \$20,580. The City received a \$5,000 donation from VFW in Bethel to apply toward match.

The City prepared a Request for Bids document, issued it, and received six bid packages in response. All six bid packages qualified for review. The City Review Committee selected the lowest bid and respective bidder: Brasco International.

Bids Received (10 shelters / each additional shelter up to 15):

Sure Solutions \$111,980 / \$11,198
 Denali General Contractors, Inc. \$98,000 / \$9,500
 Exerplay, Inc. \$90,979 / \$19,769
 Duo-Gard Industries \$87,540 / \$10,420
 LNI Custom Manufacturing \$78,890.90 / \$20,689.09
 Brasco International \$58,750 / \$5,875

New Business

City of Bethel Action Memorandum

Action memorandum No.	16-32		
Date action introduced:	April 26, 2016	Introduced by:	City Manager, Capela
Date action taken:	April 26, 2016	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Approve Maintenance Agreement with Long Buildings Technologies for YK Pool and Recreational Facility.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	City Manager	<i>AKC</i>	recommend approval
<input checked="" type="checkbox"/>	City Attorney		
<input checked="" type="checkbox"/>	City Finance Director		
<input checked="" type="checkbox"/>	City Public Works Director		
<input checked="" type="checkbox"/>	IT Director		

Attachment(s): Long Building Technologies Agreement

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$23,908.00	Funds are budgeted for.	40-50-646
	Funds are not budgeted. Budget modification is required.	

Background: Council AM 16-15 Directed Administration to prepare work with Long Building Technologies a sole source draft contract for Council approval.

Long Building Technologies will serve as the technical support for maintenance of electronic monitoring systems that supports the operation of the YK pool. Long Building Technologies is the authorized dealer for Schneider Electric who owns the proprietary rights to the electronic control systems at the YK Pool facility.

March 29, 2016

City of Bethel
PO Box 1388
Bethel, Alaska, 99559

Attention: Ann Capela, City Manager

Proposal: Bethel Aquatic Center

Dear Patty,

Thank you for the opportunity to present this proposal for a Controls Maintenance Service Agreement.

Planned services, executed in a proactive and efficient manner, allow you to optimize your investment in your building and its installed systems. Our services are designed to meet the needs of your business and the facilities that support them. Your investment in a service agreement helps assure that the facility's intended functionality is achieved.

This proposal includes details associated with the services LONG will be providing under your Technical Support Program. Details include all service offerings, terms and conditions and costs.

Please review the enclosed agreement. I will be pleased to answer any questions you may have. We look forward to the opportunity to serve you.

Respectfully,

Brian Miller
LONG Building Technologies

LONG BUILDING TECHNOLOGIES AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Executive Summary

Thank you for choosing LONG Building Technologies as your building automation system (BAS) support provider.

Your LONG building automation system is vital to the operation of the HVAC equipment you depend on the help you maintain temperature, humidity and air quality within the strict parameters your organization requires. Occupant comfort, productivity, quality assurance and energy efficiency are just a few of the objectives that may be impacted by indoor environmental conditions in a typical organization.

However, all technology requires some attention from time to time to sustain its peak performance and prolong its useful life. Your building automation system is no exception.

This Service Agreement for Building Automation Systems---delivered by LONG professionals who are knowledgeable in both HVAC equipment and controls---benefits a wide range of objectives:

- **Sustainability** – Improving operational integration between HVAC equipment and the BAS system reduces energy use, thereby lightening your carbon footprint and advancing your sustainability goals.
- **Peace of Mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures and unexpected downtime. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in emergency situations.
- **A stronger bottom line** – Excessive, unnecessary energy consumption and emergency repairs can erode your bottom line. Regular, planned BAS service is a normal expense that typically pays for itself through energy and operation cost savings.
- **Operational consistency and continuous improvement** – Your building automation system is also the enabling technology behind LONG Building Automation Support, which remotely monitors critical building systems to ensure the physical environment of the building is being strictly maintained. Establishing connectivity between your building automation system and the LONG Building Automation Support Center allows LONG to continuously capture and analyze data for your building. Based on that stream of information, our Technical Specialists can proactively recommend improvements and follow through with the appropriate service actions.

Exclusive aspects of this Service Agreement leverage LONG Building Automation Support, which consists of a revolutionary integration of technology and LONG professionals. LONG gathers active intelligence from your building's data, allowing LONG to identify what must be done to improve system performance and sustain the conditions that contribute to the mission of your organization.

We are committed to working with you to maintain the building automation system that is essential to creating and sustaining the indoor environment conditions that support the objectives of your organization. The details of that commitment are provided in the following pages.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN LONG AND LOOK FORWARD TO WORKING WITH YOU.

Technical Control Support Program Service Maintenance Agreement

Prepared For:

Ann Capela

Bethel Aquatic Center

Bethel, Alaska, 99559



3/29/2016

Prepared By:

Brian Miller

LONG Building Technologies
5660 B Street
Anchorage, Alaska, 99518

City of Bethel
PO Box 1388
Bethel, Alaska 99559

Attention: Ann Capela, City Manager
Reference: Yukon – Kuskokwim
Regional Health & Safety Center
Bethel, Alaska

Date:	March 29, 2016
Proposal #:	AEW16-00116-2
Expiration:	30 days from above date
Account Manager:	Brian Miller
Contact Number:	(907) 561-3044

Project: DDC Maintenance, 2016 Bethel Aquatic Center

Thank you for the opportunity to submit a proposal for the requested work at the Bethel Aquatic Center. LONG Building Technologies, Inc. (“LONG”) is committed to being the industry leader in providing complete facility solutions.

Our system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG will provide to you the information required to make an educated investment decision.

We are pleased to offer this detailed Scope of Work for your project.

A. SCOPE OF WORK – Controls

1. Update software based on Technician’s Recommendations
2. Inspect and adjust SE Building Automation System
3. Adjust Length of recording for Trend Logs
4. Verify Proper Function of Building Automation System
5. Update alarm notification emails
6. Provide a 4-hour training of BAS to Owner Designated Staff. (Note, this is hands on training limited to 1 to 3 people)
7. Provide remote access support.

B. PRICE OF WORK

1. Base Bid Per LONG Proposal \$23,908.00
This is for a 1-year Service Contract beginning on 4/1/16 and continuing until 3/31/2017.
2. Budget \$9,380.00 for each additional requested site visit
3. Budget \$300.00 for each additional remote communication support call.
4. Budget \$180.00 per hour for any additional onsite work performed beyond the scope of the contract while a LONG technician is in Bethel.

C. INCLUSIONS:

1. Travel from Anchorage to Bethel (2 physical Visits).
2. Ground Transportation.
3. Lodging and Per Diem.
4. System Checkout and review.
5. Check DDC Power Supplies for proper voltage.

6. Perform a point to point verification of the DDC System.
7. Verify Controller Operation and Communication on the Network.
8. Verify Remote Access capabilities.
9. Visually inspect Controllers for signs of corrosion, mechanical damage, or overheating.
10. Verify I/O Schedule is Correct.
11. Check that Controller Java Files are at current Version.
12. Software updates to BAS based on Technician recommendations. Updates to be coordinated with City of Bethel IT department.
13. Inspect Alarm Logs.
14. Adjust Control Parameters as necessary for stable control operation.
15. Adjust Set Points as needed.
16. Verify System Restore to correct mode.
17. Perform System Back-up
18. Discuss with Customer and in Report, any Technician Recommendations for improvements to system.
19. Report of system finds, adjustments, and concerns in a detailed report. Copies to be provided to Customer and to Customer's Pool Contractor.
20. Verify Proper Function.
21. Provide 1, 4-hour training to applicable staff for the proper operation of system.
22. Provide 2 hours each month of remote access and adjustments / troubleshooting to the Bethel Aquatic Center (24 total)
23. 1 Year LONG Craftsmanship warranty.

D. EXCLUSIONS:

1. All warranty for owner supplied or existing materials and workmanship.
2. Structural Design and Engineering.
3. Mechanical / Electrical Design Engineering.
4. Mechanical Repairs. LONG has mechanical repair capabilities and can provide mechanical services for this work upon request.
5. Hardware replacement.
6. All costs of bonds and permits
7. Code Upgrades beyond inclusions.
8. Mechanical or Electrical work beyond inclusions.
9. Power wiring or electrical panel modifications beyond inclusions.
10. Programming beyond inclusions.
11. Control work beyond inclusions.
12. Penetrations, Fire caulking, Sleeving, Heat Trace.
13. Hazardous material identification, abatement or removal.
14. Fire/Smoke Dampers beyond inclusions.
15. End switches for fire/smoke dampers (required to be integral to damper at factory).
16. Interconnection to building fire/life safety devices, providing and installing such devices as well as testing of such systems and devices.
17. Roofing or roofing repairs beyond inclusions.
18. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
19. All taxes and assessments related to this project.
20. Builders Risk Insurance.
21. Weather caused flight or worksite delays beyond the control of LONG.
22. Power meters for building power consumption and no switchgear monitoring.
 - Cutting, patching, painting of finishes
 - Core drilling, saw cutting
 - Trenching, tunneling
 - Hazardous materials handling
 - Provision of access doors
 - Demolition

Bid bond Payment bond Performance bond Work outside normal business hours
(unless otherwise stated).

E. PAYMENT OPTIONS:

1. Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. Cash or Check on Delivery (C.O.D.).
4. A 2% discount is provided upon payment of the entire annual lump sum contract amount at the time of contract approval.

AUTHORIZE	Accepted for:		Submitted by:	LONG
	Accepted by:		Submitted by:	Brian Miller
	Title:		Title:	VP Sales
	Signature:		Signature:	
	Date:		Date:	

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG Building Technologies will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG will invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by both parties in writing.

13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG by email or telephone followed up in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Bethel Informative Memorandum

Informative memorandum No.	
Date presented:	

Route to:	Department/Individual:	Initials:	Remarks:

Related to Other Action Items:

Attachment(s):

City of Bethel Informative Memorandum

Informative memorandum No.	16-02
Date presented:	

Due April 30, 2016

US Army Corps of Engineers
Keith Gordon, Project Manager
PO Box 6898
JBER, Alaska, 99506-0898

Dear Mr. Gordon,

Re: tailings dam design at proposed Donlin Mine

We are writing on behalf of the organizations listed below in response to the tailings dam designs outlined in the Draft Environmental Impact Statement (DEIS) for the proposed Donlin gold mine.

There have been numerous catastrophic tailings dam failures in recent years, and new research has determined that tailings dam failures globally are increasing in severity and rate, driven by the use of larger and higher tailings dams to accommodate the waste generated by mining increasingly lower grade deposits.¹ The two following examples of modern mine failures demonstrate just how severe the consequences can be to public health and safety, fish and water, and the economies that rely on these resources for their health and well-being. In addition to the acute impacts resulting from the immediate effects of a tailings dam failure, chronic long-term impacts can result from non-recoverable tailings that result in irremediable effects.

Mount Polley, BC

On August 4, 2014, a tailings dam failure occurred in British Columbia at the Mt. Polley Mine, where an estimated 25 million cubic meters of tailings were released into Hazeltine Creek and Quesnel Lake – salmon habitat and a tributary of the Fraser River. The spill occurred at a modern mine, built in 1997. The tailings dam, which failed during mine operations, lasted for less than 20 years. Originally designed as a centerline construction dam, it was later allowed to construct an additional raise using an entirely upstream construction.² Mine safety experts and media articles have called the spill one of the biggest environmental disasters in modern Canadian history.³

1 Chambers, David M., and Newland Bowker, Lindsey. “The risk, public liability and economics of tailings storage facility failures,” July 21, 2015. Available at:

<http://csp2.org/files/reports/Bowker%20%26%20Chambers%20-%20Risk-Public%20Liability-Economics%20of%20Tailings%20Storage%20Facility%20Failures%20%E2%80%93%2023Jul15.pdf>

2 Independent Expert Engineering Investigation and Review Panel: Report on Mount Polley Tailings Storage Facility Breach, January 30, 2015. Available at:

<https://www.mountpolleyreviewpanel.ca/sites/default/files/report/ReportonMountPolleyTailingsStorageFacilityBreach.pdf>

³ https://www.salmonbeyondborders.org/uploads/3/9/0/1/39018435/enviro_disaster_cbc.pdf



A member of BC First Nation observes the inundation of Hazeltine Creek by mine tailings from Mount Polley mine.



Mine tailings flow from tailings dam failure at Mount Polley Mine.

Samarco, Brazil

On November 5, 2015, a major tailings dam burst at the Samarco Mine in Brazil, sending 150 million tons of tailings slurry and contaminated water into the Rio Doce. The tailings buried an entire village, killing at least seventeen people.⁴ The spill migrated down the Rio Doce, killing fish, destroying river banks, and eventually reaching the Atlantic Ocean over 200 miles away. Hundreds of thousands of people have been affected – their drinking water sources destroyed and their agricultural operations heavily compromised.



Fish kill from the Sanmarco tailings dam failure.

The mine is owned by a joint partnership between mining giants Vale and BHP Billiton, and best available data indicates the tailings dam was constructed in 2009.⁵ A lawsuit between the Brazil government and the mine puts the damages related to the dam disaster at roughly \$4.8 billion.⁶



⁴ <http://www.cnn.com/2016/01/21/samarco-brazil-move-closer-on-48b-dam-disaster-settlement.html>

⁵ <http://blogs.agu.org/landslideblog/2015/11/10/fundao-dam/>

⁶ <http://www.cnn.com/2016/01/21/samarco-brazil-move-closer-on-48b-dam-disaster-settlement.html>

Tailings Dam Expert Panel

As a result of the Mount Polley tailings dam failure, the BC government convened a panel of independent technical experts to investigate the cause of the failure and provide recommendations for how to reduce the potential for catastrophic failures in the future.⁷ The panel made a number of key recommendations, including:

- ❖ Using Best Available Technology to fundamentally shift tailings storage away from tailings ponds that store water to dry tailings, including recommendations to:
 - Eliminate surface water from the impoundment,
 - Promote unsaturated conditions in the tailings with drainage provisions, and
 - Achieve dilatant conditions (setting to a solid) throughout the tailings deposit by compaction.

According to the Mount Polley expert panel, “Improving technology to ensure against failures requires eliminating water both on and in the tailings: water on the surface, and water contained in the interparticle voids.”⁸ Only this can provide the kind of redundancy that prevents catastrophic releases.

U.S. Tailings Dam Failures

Tailings dam failures are an issue at U.S. mines as well. A recent analysis of U.S. copper mines operating in 2010, representing 89% of U.S. copper production, found that 28% had experienced partial or full tailings dam failures.⁹ Given these statistics, partial and/or total tailings dam failures should be considered a reasonably foreseeable outcome in the NEPA context, particularly since tailings dams become a permanent feature of the landscape, after mining ceases.

Previous research pointed out that most tailings dam failures occur at operating mines, and that 39% of the tailings dam failures worldwide occur in the United States, significantly more than in any other country (Rico, et. al., 2008a, p. 848). A recent Alaska example of a tailings release involves the overtopping of the Nixon Fork dam in 2012.¹⁰

Donlin Tailings Dam Design

The expert panel’s recommendations have significant implications for the proposed Donlin tailings dam design. Donlin Gold is proposing a tailings storage facility that allows for the storage of water along with tailings, or “wet” tailings. Thus creating the potential for catastrophic conditions if a failure occurs during operations. The proposed

⁷ Independent Expert Engineering Investigation and Review Panel: Report on Mount Polley Tailings Storage Facility Breach, January 30, 2015. Available at: <https://www.mountpolleyreviewpanel.ca/sites/default/files/report/ReportonMountPolleyTailingsStorageFacilityBreach.pdf>

⁸ Id.

⁹ Earthworks, U.S. Copper Porphyry Mines Report: the Track Record of Water Quality Impacts Resulting from Pipeline Spills, Tailings Failures and Water Collection and Treatment Failures. 2012. Available at: <https://cfpub.epa.gov/ncea/bristolbay/recordisplay.cfm?deid=182065>

¹⁰ Alaska Department of Natural Resources, “Warning for Violation of Certificate of Approval to Operate a Dam Nixon Fork Tailings Dam,” March 19, 2012.

tailings facility would encompass an area of 2,351 acres with a total capacity of approximately 335,000 acre-feet (413 million cubic meters) of mill tailings, decant water, and stormwater. Total tailings are estimated at 568 million tons to be placed behind a single dam, with a final height of 464 feet. A pond would develop on top of the tailings. The mine tailings would contain contaminants such as arsenic and mercury.

Partial Tailings Dam Failure – Donlin Mine

If the tailings dam fails during mine operations, highly polluted water and/or tailings will be released. The Draft Environmental Impact Statement (DEIS) analyzed the effects of a partial tailings dam failure that releases just 0.5 percent (2.6 million cubic yards) of the tailings storage facility capacity. Under this scenario, tailings would stop at Crooked Creek but contaminated mine wastewater would continue to the Kuskokwim. The DEIS predicts that a spill in the summer would result in surface water impacts above water quality standards for arsenic and antimony extending from the Anaconda and Crooked Creek drainages to the Kuskokwim confluence.¹¹ Arsenic and antimony would likely persist above water quality standards in the Crooked Creek drainage after mine closure for an indefinite period of time. Drinking water in Crooked Creek and other communities closest to the mine site could be adversely impacted if a release infiltrated groundwater.¹²

The DEIS states that mitigation measures are not likely to address the complete removal of all tailings deposited in the Crooked Creek drainage. Since dissolved arsenic and antimony concentrations above standards could potentially persist on a seasonal basis after mine site closure, the intensity of impacts is considered high. A summer release could potentially result in permanent adverse impacts to surface water quality resulting from deposition of large quantities of non-recoverable tailings.

The DEIS also evaluated a tailings dam failure that only releases tailings water. Under this scenario, wastewater would reach the Kuskokwim and arsenic and mercury concentrations in the water would be above water quality standards all the way to the mouth of the Kuskokwim River.¹³ However, the DEIS concludes that chemical impacts to surface water quality from a water only release scenario are comparatively less than those of tailings and water mixture because the water only release would have less lasting impacts as the spill becomes diluted by river water.¹⁴

The DEIS severely underestimates the risks of a tailings dam failure by analyzing a release of just 0.5 percent, rather than 20-40% release that is typically experienced.¹⁵ This should be done to provide a more accurate understanding of the potential impacts of a tailings dam breach.

¹¹ U.S. Army Corps of Engineers, Draft Environmental Impact Statement (DEIS), Donlin, November 2015, page 3.24-91.

¹² Id., page 3.24-203.

¹³ Id., page 3.24-93.

¹⁴ Id., page 3.24-94.

¹⁵ Klohn Crippen Berger, “Estimation of Tailings Dam Break Discharges,” August 26, 2011. Available at <http://www.infomine.com/publications/docs/Dalpatram2011.pdf>

Risks to the Kuskokwim

The Kuskokwim River is especially vulnerable to the risks of a tailings dam failure at the proposed Donlin Gold mine. The proposed tailings facility is located near the top of the headwater creeks flowing in Crooked Creek, less than 15 miles from its confluence with the Kuskokwim. The Kuskokwim River serves as a migration corridor for resident and anadromous fish species and provides diverse, year-round habitat for various life stages of some of these species. Due to the diversity and seasonal abundance of these species, the river supports subsistence, commercial, and sport fisheries for the region.

The Kuskokwim River king salmon subsistence fishery is the largest in Alaska (Carroll and Patton 2010; Merritt 2001). In some communities, fishes of all species have contributed as much as 85 percent of the total pounds of the annual fish and wildlife harvested, with salmon comprising 53 percent (Brazil et al. 2013). As reported by ADF&G, the Kuskokwim drainage contains 38 communities and approximately 4,600 households within the river's lower, central, and upper regions. Of these, more than 1,500 households currently subsistence fish with additional households involved in fish processing.

The risks to the Kuskokwim watershed from a potential failure of the Donlin tailings dam include acute and chronic effects to fish populations from metals pollution (e.g., mercury), sediment and increased turbidity; the burial and elimination of fish habitat from tailings deposition; scouring and destruction of stream banks from the wave of tailings and water released from the dam failure; and long-term contamination of stream sediment from mercury and selenium.

Alternatives Tailings Dam Designs:

The Draft EIS includes an alternative to the company's wet tailings dam design proposal - a dry stack facility. Water would be squeezed out of the tailings and sent to an operating pond. "Dry" (19% moisture) tailings would be laid down in lifts and compacted. The operating pond would be separate from the tails by a 218-foot high dam. This alternative would prevent a catastrophic tailings spill during operations, but could still result in a spill of toxic process water from the operating pond that stores the water that is separated from the tailings. The EIS should provide a comparison of the probability of and impact of failure of the operating pond. This would provide a more thorough analysis of the two mine alternatives.

Operator Error

One of the most significant risks identified by the Mount Polley expert panel relates to the role of human error in technological failures. This has already been a substantial problem at another Alaska mine managed by Nova Gold, the company proposing the Donlin Gold Project.

At the Rock Creek gold mine near Nome, which was owned and operated by Nova Gold, problems with the design and management of the tailings impoundment are documented

in a 2012 memo by David Chambers Ph. D.¹⁶ At this mine, tailings water almost overtopped the tailings dam, and the dam itself was not designed to impound water, only tailings solids.

A substantially higher volume of seepage than anticipated in the design of the tailings impoundment was observed after the actual operating and construction in 2007 and 2008. In order to prevent overtopping of the dam, the water balance model appeared to be dependent on the successive construction of the dam, and continuous mining and milling operations to manage the water. There was no spillway in the design configuration of the dam at any operating stage before closure. The water balance model showed that Stage II construction was required to prevent the dam from overtopping.

ADNR–Dam Safety said that without Stage II construction or other mitigation, the risk of exceeding the operating limitations of the Commissioning Dam was extremely high, and was influenced by the fresh groundwater component of the seepage, as well as precipitation, with either amount relatively uncertain at this point.

Dam Safety issued a Notice of Violation on December 12, 2008. (Notice of Violation of Certificates of Approval, Rock Creek Tailings Storage Facility Dam (AK00309), Department of Natural Resources, Division of Mining, Land and Water, Dam Safety and Construction Unit, December 12, 2008) After the second shutdown in two months, Nova Gold decided to close down the project for an indefinite period of time.¹⁷

Seismic Uncertainty

The site proposed for the Donlin Mine is an area where the risk of large earthquakes has only been minimally studied by geologists. Accurately assessing earthquake risk is difficult, and in an area where so little is known, engineering constraints should incorporate a large margin for error. The DEIS does not consider earthquakes on faults that have not been mapped, nor on blind faults that do not rupture the earth surface. For this reason, an earthquake might occur closer to the mine than assumed. Additionally, blind faulting in the area beneath the mine could cause tilting or other deformation of the earth surface that is not considered in the DEIS. Given the geologic history of the extension that led to the mineralized deposits targeted by the Donlin proposal, active tectonic deformation at the mine site should not be discounted. Uncertainty about seismic hazard compounds other uncertainties related to tailings dam failure.

Conclusion:

Given the increased rate of tailings dam failures globally, and the significance of the downstream resource, tailings dam safety is of paramount concern at the proposed Donlin

¹⁶ David Chambers, Ph. D., Center or Science in Public Participation, Rock Creek Mine Problems, April 2012. Available at:
<http://www.groundtruthtrekking.org/Documents/Rock%20Creek%20Mine%20Problems%20%20Apr12.pdf>
<http://www.groundtruthtrekking.org/Documents/Rock%20Creek%20Mine%20Problems%20-%20Apr12.pdf>

¹⁷ <http://www.adn.com/article/20081124/novagold-forced-suspend-operation-rock-creek-mine>

gold mine. We respectfully call upon agencies and governments involved with the Donlin DEIS to:

- 1) Incorporate the model results of a tailings failure that involves a partial tailings spill of 20-25% of the tailings dam capacity to more accurately understand the risks, and thoroughly evaluate the long-term risks of mercury and selenium loading to fisheries from a tailings spill.
- 2) Include full consideration of life cycle costs including the risk costs of failure, direct and indirect, and other externalities to provide a more complete economic picture.
- 3) Adopt the recommendations of the Mount Polley expert panel to prioritize public health and safety over economics as the driving factor in determining the preferred alternative.
- 4) Incorporate a regulatory requirement for an Independent Tailings Review Board.
- 5) Provide a comparison of the probability of and impact of failure of the operating pond in the Dry Stack alternative relative to the probability and impact of failure of different-sized spills at the proposed wet slurry tailings impoundment. This would provide a more thorough analysis of the two mine alternatives.
- 6) Include analysis of blind earthquakes and earthquakes on currently unknown faults in estimates of peak ground acceleration and other seismic impacts that might be experienced by Donlin facilities.

Sincerely,

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Office of Governor Bill Walker

Mayor's Report

City Manager's Report



MEMORANDUM

From: Ann K. Capela, City Manager

To: Mayor, Vice Mayor and Council

Cc: City Attorney, City Clerk

Date: April 19, 2016

Re: City Manager's Report

1. Donlin Gold Project – As Council is aware, representatives of Donlin Gold, Nova Gold and Barrick Gold were in Bethel visiting with various organizations. My meeting with these representatives took place on April 12, 2016 and was very informative. The discussion revolved around the emergency services that will need to be implemented as a result of the gold mine operations. While Donlin Gold has contracted with Lynden Cargo for its transportation services, Donlin Gold can't "divorce" itself from the operational responsibilities to the communities affected by the operation. US Army Corps of Engineers will be monitoring the impact on the need to include in the Draft EIS the need to address the local emergency services. While Donlin Gold is preparing to have training and some contingency plans for emergency management and containment of spills, there remains a lot of work and planning by this operation to address the issues such as required fire suppression given the City of Bethel does not have piped water in the proposed Bethel Port site (Knik dock yard). I have suggested that Donlin Gold look at the possibility of building a water pipe extension from the proposed IC corridor. This idea intrigued the representatives but they see this as a few years out. The Donlin representatives did agree that the company would have to train the City's Fire and Police on the material handling and related emergencies to transportation of dangerous goods such as mercury, cyanide and high impact explosives. City Staff continues to meet as a Task Force to work work on this. Current Task Force members are: Fire Chief Howell, Police Chief Achee, Port Director Williams, PW Director Lakhani and Planner Meyer.
2. Institutional Corridor Project – This project is looking at some serious setbacks. The City has been able to resolve the past and current easement permits for the ROW but there is the issue of the State of Alaska's recent communication that the State will not allow the City to use the State ROW along Chief Eddie Hoffman Highway. The City will have to enlist the assistance of our elected officials since Alaska DOT has taken a stand that will add tremendous cost and delay the project significantly. If the City is forced to move the IC corridor even by 15' – this will force the City to obtain ROW from about 20 private landowners.

3. Lagoon Jetty (truck dump site) and the Lagoon: It is anticipated to bring to City Council any required Letter of Commitment to start processing the USDA application. The good news is that the City will be allowed additional sewer truck as part of this project. This was possible through the innovative thinking on part of USDA. This project has been elevated to \$8.1 million dollars at no additional cost to the City match requirement. This week, as reported to Council, USDA and State of Alaska will be on site in Bethel for various inspections related to this project. City staff will be available to assist USDA and the State on any on site requests during this visit.

6. The annual audit – continues to be troubled and Finance Department has not been able to secure a company to conduct sales tax audits. As reported earlier Carmen Jackson, CPA is not able to provide these services. The City will be conducting sales audits most likely the week of June 7, 2016.

Finance Department has made job offers to a potential employee who is making arrangements to relocate to Bethel. The City is still short staffed due to payroll clerk vacancy, sales tax clerk vacancy and Assistant Finance Director vacancy. Finance Director Mathlaw, has been responsible for ensuring that City employees are paid on time and pension remittance is transferred to the State. Thank you to Director Mathlaw for taking on the task of issuing the bi-weekly payroll.

8. Bethel Courthouse space – There has not been any additional progress made on the space issue.
9. YKHC – Hospital addition building project: This project will have a very positive impact on the City's economic development. The Hospital anticipated adding approximately 300 new jobs and will create a tremendous need for additional housing. The City was able to offer the City's Senior Center for their consideration on possible construction workforce housing. The City will be following up on this as well as there has been a proposal for the City to allow employee housing in the current PATC facility (once the operations is moved to the new location). YKHC is also asking the private sector to offer housing proposals for the future housing needs for the hospital construction workforce as well as many other workforce sectors.
10. Clean Up/Green Up – is being planned by Parks and Rec
11. 4th of July Parade and entertainment activities on this festive day is looking to the YK Pool, Parks and Rec Committee for volunteers. Without the volunteers this event will not be possible.

City Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

April 26, 2016 Regular City Council Meeting

Research/Document Preparation

- The Office is researching by mail elections. The City Clerk attended a demonstration on By-Mail Ballot tracking on Monday, April 18. And is coordinating with the Bethel Post Office to set up a meeting with the Anchorage By Mail Election Coordinator.
- When time permits, the Office is working through the City owned property transfers/leases with the hope to get a comprehensive outline of City owned land.
- Prepared a Code modification and presented the document to staff and Council Representative of the Public Safety and Transportation Commission. The Code amendment would eliminate the regulation of buses by the City.
- Provided an updated Social Media Policy to Department Directors and their staff with the intent to present the Council with an AM for Policy approval, May 10.
- Researching petition process for Marijuana Local Option. A member of the public has indicated their intent to follow through with a petition application in the near future.
- Began putting together training for the staff on Public Records Disclosure Requirements.

Passports

Passport processing continues to take up a lot of the time in the office processing up to twelve per week. With the City Clerk being the only passport agent for the Region, the City may want to consider identifying someone else within the organization to act as backup in the case the City Clerk is out of the Office; the City had two agents up until two-three years ago.

Budget

The wrong budget proposal for the City Clerk/Council was included in the Proposed FY 2017 budget. The Finance Director and City Manager have been informed of this error. An updated version will be provided to the Council.

Financial Disclosure Statements

The Office has received all of the required Financial Disclosure Statements.

Committee/Commission Audit

Although this was done a few months back, there were a number of items missing from the committees and commissions such as signed meeting minutes, attendance logs for 2015 and uploaded information to the City's Website. We will be following up with the committee/commission Ex-Officios to make sure the necessities are accounted for.

Council Mics

For awhile now, Vice-Mayor Maczynski's microphone has been malfunctioning. The City Clerk has been working with the vendor to correct this issue.

Additional Information



City of Bethel Finance Department

Statement of Revenues & Expenditures Period thru March 31, 2016

Note 1: When reviewing this report it is important to remember that sales tax revenues, including transient lodging tax, alcohol use 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 through March 31, 2016. It is possible that not all of the March 31, 2016 aforementioned transactions may be recorded by the date of this report. The un-audited figures in this report are subject to further modification and correction by the Finance Department, if necessary, and should not be considered final.

CITY OF BETHEL
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TAXES	2,198,128.09	2,198,128.09	7,993,889.00	5,795,760.91	27.5
STATE & FEDERAL REVENUES	1,229,470.17	1,229,470.17	1,848,284.00	618,813.83	66.5
CHARGES FOR SERVICES	97,779.73	97,779.73	154,500.00	56,720.27	63.3
RENTAL INCOME	1,910.00	1,910.00	3,000.00	1,090.00	63.7
LICENSES, PERMITS & FEES	251,583.24	251,583.24	663,300.00	411,716.76	37.9
OTHER FINANCING SOURCES	.00	.00	5,000.00	5,000.00	.0
MISCELLANEOUS	31,344.77	31,344.77	40,700.00	9,355.23	77.0
TOTAL FUND REVENUE	3,810,216.00	3,810,216.00	10,708,673.00	6,898,457.00	35.6
<u>EXPENDITURES</u>					
ADMINISTRATION	386,307.58	386,307.58	516,778.00	130,470.42	74.8
CITY CLERKS OFFICE	125,166.60	125,166.60	179,696.00	54,529.40	69.7
FINANCE	603,067.23	603,067.23	852,246.00	249,178.77	70.8
PLANNING	107,496.64	107,496.64	309,679.00	202,182.36	34.7
TECHNOLOGY DEPARTMENTS	424,411.48	424,411.48	479,715.00	55,303.52	88.5
CITY ATTORNEY'S OFFICE	242,109.00	242,109.00	326,802.00	84,693.00	74.1
FIRE DEPARTMENT	739,216.29	739,216.29	1,153,078.00	413,861.71	64.1
POLICE	1,553,046.49	1,553,046.49	3,015,612.00	1,462,565.51	51.5
PUBLIC WORKS-ADMIN	177,190.72	177,190.72	142,457.00	(34,733.72)	124.4
PW-STREETS & ROADS	1,019,593.18	1,019,593.18	1,697,798.00	678,204.82	60.1
PROPERTY MAINTENANCE	462,341.77	462,341.77	723,954.00	261,612.23	63.9
PARKS & REC/BYC	180,696.58	180,696.58	377,718.00	197,021.42	47.8
COMMUNITY SERVICE	7,992.43	7,992.43	193,220.00	185,227.57	4.1
IN KIND MATCH & TRANSFERS	.00	.00	745,828.00	745,828.00	.0
TOTAL FUND EXPENDITURES	6,028,635.99	6,028,635.99	10,714,581.00	4,685,945.01	56.3
NET REVENUE OVER EXPENDITURES	(2,218,419.99)	(2,218,419.99)	(5,908.00)	2,212,511.99	(37549)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

PARKS DEVELOPMENT FUND

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

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 43	245,351.32	245,351.32	578,000.00	332,648.68	42.5
TRANSFERS IN	.00	.00	570,833.00	570,833.00	.0
MISCELLANEOUS	253.84	253.84	.00	(253.84)	.0
TOTAL FUND REVENUE	<u>245,605.16</u>	<u>245,605.16</u>	<u>1,148,833.00</u>	<u>903,227.84</u>	<u>21.4</u>
<u>EXPENDITURES</u>					
LOCAL FUNDED EXPENDITURES	728,681.95	728,681.95	1,510,754.00	782,072.05	48.2
STATE FUNDED EXPENDITURES	3,000.00	3,000.00	.00	(3,000.00)	.0
TOTAL FUND EXPENDITURES	<u>731,681.95</u>	<u>731,681.95</u>	<u>1,510,754.00</u>	<u>779,072.05</u>	<u>48.4</u>
NET REVENUE OVER EXPENDITURES	<u>(486,076.79)</u>	<u>(486,076.79)</u>	<u>(361,921.00)</u>	<u>124,155.79</u>	<u>(134.3)</u>

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

E-911 SYSTEM/SURCHARGE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>REVENUE</u>					
E-911 SURCHARGE	115,697.46	115,697.46	233,000.00	117,302.54	49.7
TOTAL FUND REVENUE	<u>115,697.46</u>	<u>115,697.46</u>	<u>233,000.00</u>	<u>117,302.54</u>	<u>49.7</u>
<u>EXPENDITURES</u>					
E-911 SERVICES	152,861.17	152,861.17	316,852.00	163,990.83	48.2
TOTAL FUND EXPENDITURES	<u>152,861.17</u>	<u>152,861.17</u>	<u>316,852.00</u>	<u>163,990.83</u>	<u>48.2</u>
NET REVENUE OVER EXPENDITURES	<u>(37,163.71)</u>	<u>(37,163.71)</u>	<u>(83,852.00)</u>	<u>(46,688.29)</u>	<u>(44.3)</u>

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL SOURCES	.00	.00	52,034.00	52,034.00	.0
SOLID WASTE & RECYLING	880,993.83	880,993.83	1,126,883.00	245,889.17	78.2
TOTAL FUND REVENUE	880,993.83	880,993.83	1,178,917.00	297,923.17	74.7
<u>EXPENDITURES</u>					
HAULED REFUSE	157,198.66	157,198.66	387,024.00	229,825.34	40.6
LANDFILL OPERATIONS	129,774.44	129,774.44	448,240.00	318,465.56	29.0
RECYCLING OPERATIONS	10,240.77	10,240.77	14,879.00	4,638.23	68.8
TOTAL FUND EXPENDITURES	297,213.87	297,213.87	850,143.00	552,929.13	35.0
NET REVENUE OVER EXPENDITURES	583,779.96	583,779.96	328,774.00	(255,005.96)	177.6

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE FUNDING	.00	.00	252,751.00	252,751.00	.0
WATER	2,920,595.90	2,920,595.90	3,528,562.00	607,966.10	82.8
SEWER	2,019,551.31	2,019,551.31	2,735,097.00	715,545.69	73.8
MISCELLANEOUS	(2,201.52)	(2,201.52)	303,778.00	305,979.52	(.7)
MISCELLANEOUS	3,182.10	3,182.10	100.00	(3,082.10)	3182.1
TOTAL FUND REVENUE	4,941,127.79	4,941,127.79	6,820,288.00	1,879,160.21	72.5
<u>EXPENDITURES</u>					
UTILITY BILLING	87,661.84	87,661.84	317,643.00	229,981.16	27.6
HAULED WATER	839,120.88	839,120.88	1,732,057.00	892,936.12	48.5
PIPED WATER	311,474.69	311,474.69	456,786.00	145,311.31	68.2
BETHEL HTS WTR TREATMENT	367,971.96	367,971.96	983,404.00	615,432.04	37.4
CITY SUB WTR TREATMENT	265,137.04	265,137.04	885,725.00	620,587.96	29.9
HAULED SEWER	780,381.98	780,381.98	1,639,239.00	858,857.02	47.6
PIPED SEWER	403,133.85	403,133.85	796,598.00	393,464.15	50.6
SEWER LAGOON	87,077.03	87,077.03	143,481.00	56,403.97	60.7
TOTAL FUND EXPENDITURES	3,141,959.27	3,141,959.27	6,954,933.00	3,812,973.73	45.2
NET REVENUE OVER EXPENDITURES	1,799,168.52	1,799,168.52	(134,645.00)	(1,933,813.52)	1336.2

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTEREST & PENALTIES	3,948.43	3,948.43	12,000.00	8,051.57	32.9
STATE FUNDING	.00	.00	15,500.00	15,500.00	.0
CHARGES FOR SERVICES	566,736.93	566,736.93	928,500.00	361,763.07	61.0
LEASE REVENUE	12,000.00	12,000.00	24,000.00	12,000.00	50.0
MISCELLANEOUS	16,361.50	16,361.50	42,000.00	25,638.50	39.0
MISCELLANEOUS	5,218.61	5,218.61	6,000.00	781.39	87.0
TOTAL FUND REVENUE	604,265.47	604,265.47	1,028,000.00	423,734.53	58.8
<u>EXPENDITURES</u>					
DOCK EXPENDITURES	500,154.55	500,154.55	1,007,470.00	507,315.45	49.6
SMALL BOAR HARBOR	76,919.62	76,919.62	.00	(76,919.62)	.0
TOTAL FUND EXPENDITURES	577,074.17	577,074.17	1,007,470.00	430,395.83	57.3
NET REVENUE OVER EXPENDITURES	27,191.30	27,191.30	20,530.00	(6,661.30)	132.5

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LEASE INCOME	487,861.76	487,861.76	662,488.00	174,626.24	73.6
TRANSFERS	.00	.00	26,977.00	26,977.00	.0
MISCELLANEOUS	5,017.43	5,017.43	15,000.00	9,982.57	33.5
TOTAL FUND REVENUE	492,879.19	492,879.19	704,465.00	211,585.81	70.0
<u>EXPENDITURES</u>					
LEASED PROPERTIES-MISC	16,986.18	16,986.18	23,900.00	6,913.82	71.1
LEASED PROP-COURT COMPLEX	300,216.85	300,216.85	606,347.00	306,130.15	49.5
TOTAL FUND EXPENDITURES	317,203.03	317,203.03	630,247.00	313,043.97	50.3
NET REVENUE OVER EXPENDITURES	175,676.16	175,676.16	74,218.00	(101,458.16)	236.7

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

EMPLOYEE GROUP HEALTH BEN.

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>REVENUE</u>					
EMP GROUP BENEFITS REVENUES	966,935.90	966,935.90	1,738,857.00	771,921.10	55.6
TOTAL FUND REVENUE	966,935.90	966,935.90	1,738,857.00	771,921.10	55.6
<u>EXPENDITURES</u>					
EMPLOYEE GROUP HEALTH BENEFITS	1,011,538.12	1,011,538.12	2,667,509.00	1,655,970.88	37.9
TOTAL FUND EXPENDITURES	1,011,538.12	1,011,538.12	2,667,509.00	1,655,970.88	37.9
NET REVENUE OVER EXPENDITURES	(44,602.22)	(44,602.22)	(928,652.00)	(884,049.78)	(4.8)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
FEDERAL SOURCES	.00	.00	342,270.00	342,270.00	.0
CHARGES FOR SERVICES	25,665.00	25,665.00	33,000.00	7,335.00	77.8
MISC REVENUE	5.00	5.00	.00	(5.00)	.0
TOTAL FUND REVENUE	<u>25,670.00</u>	<u>25,670.00</u>	<u>375,270.00</u>	<u>349,600.00</u>	<u>6.8</u>
<u>EXPENDITURES</u>					
TRANSIT SYSTEM EXPENDITURES	203,401.66	203,401.66	483,455.00	280,053.34	42.1
TOTAL FUND EXPENDITURES	<u>203,401.66</u>	<u>203,401.66</u>	<u>483,455.00</u>	<u>280,053.34</u>	<u>42.1</u>
NET REVENUE OVER EXPENDITURES	<u>(177,731.66)</u>	<u>(177,731.66)</u>	<u>(108,185.00)</u>	<u>69,546.66</u>	<u>(164.3)</u>

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL FUNDING	.00	.00	55,865.00	55,865.00	.0
CHARGES FOR SERVICES	346,551.00	346,551.00	1,162,631.00	816,080.00	29.8
TOTAL FUND REVENUE	346,551.00	346,551.00	1,218,496.00	871,945.00	28.4
<u>EXPENDITURES</u>					
VEHICLE & EQUIP MAINT	453,324.18	453,324.18	1,218,498.00	765,173.82	37.2
TOTAL FUND EXPENDITURES	453,324.18	453,324.18	1,218,498.00	765,173.82	37.2
NET REVENUE OVER EXPENDITURES	(106,773.18)	(106,773.18)	(2.00)	106,771.18	(53386

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

FLEET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	25,225.00	25,225.00	.00	(25,225.00)	.0
TOTAL FUND REVENUE	25,225.00	25,225.00	.00	(25,225.00)	.0
<u>EXPENDITURES</u>					
FLEET REPLACEMENT-VEHICLES	43,998.81	43,998.81	.00	(43,998.81)	.0
TOTAL FUND EXPENDITURES	43,998.81	43,998.81	.00	(43,998.81)	.0
NET REVENUE OVER EXPENDITURES	(18,773.81)	(18,773.81)	.00	18,773.81	.0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 9 MONTHS ENDING MARCH 31, 2016

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TRANSFERS	.00	.00	(3,500.00)	(3,500.00)	.0
MISCELLANEOUS	12,156.54	12,156.54	5,000.00	(7,156.54)	243.1
TOTAL FUND REVENUE	12,156.54	12,156.54	1,500.00	(10,656.54)	810.4
NET REVENUE OVER EXPENDITURES	12,156.54	12,156.54	1,500.00	(10,656.54)	810.4