



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

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Regular City Council Meeting

Tuesday, March 14, 2017

6:30 P.M.

Council Chambers; Bethel, Alaska



City Council Meeting Agenda Regularly Scheduled Meeting March 14, 2017 – 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 2018
545-8010
bmacynski@cityofbethel.net

Leif Albertson
Council Member
Term Expires 2017
543-2819
labertson@cityofbethel.net

Fred Watson
Council Member
Term Expires 2018
545-3755
fwatson@cityofbethel.net

Nikki C. Hoffman
Council Member
Term Expires 2017
543-2608
nhoffman@cityofbethel.net

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

Norman Ayagalia
Council Member
Term Expires 2018
545-5759
navagalria@cityofbethel.net

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

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

Patty Burley
City Attorney

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) *2-28-2017 Regular City Council Meeting **P2**
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. SPECIAL ORDER OF BUSINESS**
 - a) Proclamation Recognizing Alaska Legal Services For Their Dedication To The Community (Mayor Robb) **P35**
- IX. UNFINISHED BUSINESS**
 - a) Public Hearing of Ordinance 17-09: Amending Bethel Municipal Code 5.30.120 Insurance Requirements For Taxicabs, River Taxis, Limousines And Buses (Public Safety Commission) **P37**
 - b) Public Hearing of Ordinance 17-10: Amending Bethel Municipal Code Section 1.01 Code Adoption (Council Member Albertson) **P39**
- X. NEW BUSINESS**
 - a) AM 17-21: Directing The City Manager To Enter Into A Contract With The Top Proposer To Complete An Employee Classification Plan (City Manager Williams) **P47**
 - b) *Introduction of Budget Ordinance 16-17 (i): Amending The Adopted Annual FY 2017 Budget For Employee Classification Study (City Manager Williams) **P55**
 - c) *Introduction of Budget Ordinance 16-17 (j): Amending The Adopted Annual FY 2017 Budget For Fire Station Repairs (City Manager Williams) **P57**
 - d) AM 17-19: Approving The Special Budget Meeting Dates To Review/Amend Proposed Fiscal Year 2018 Budget (City Manager Williams) **P59**
 - e) AM 17-20: Direct The City Manager To Enter Into A Contract With The Top Bidder For A Janitorial Contract For The Department of Health and Social Services (City Manager Williams) **P60**
 - f) AM 17-22: Approve Stop Loss Insurance Contract With SunLife Insurance Company (City Manager Williams) **P68**
 - g) Tundra Liquor Cache, Package Store Liquor License Application- Council Review (Mayor Robb) **P92**
 - h) *City Attorney- Personal Leave Request- March 24th & 27th, 2017 (Mayor Robb)
- XI. MAYOR'S REPORT**
- XII. MANAGER'S REPORTS**
- XIII. CLERK'S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**
- XV. ADJOURNMENT**

Agenda posted on March 8, 2017, 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 March 28, 2017**)

Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on February 28, 2017 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:	
Mayor Rick Robb	Council Member Norman Ayagalria
Council Member Alisha Welch	Council Member Nikki Hoffman
Council Member Fred Watson	Council Member Leif Albertson
Members Absent:	
Vice-Mayor Byron Maczynski	
Also in attendance were the following:	
City Attorney Patty Burley	City Clerk Lori Strickler
City Manager Pete Williams	

IV. PEOPLE TO BE HEARD

Eileen Arnold, Director of the Tundra Women’s Coalition (TWC) – Spoke in opposition to the issuance of additional package store licenses for the Community of Bethel. Stated alcohol is a factor in almost all of the sexual assault cases that TWC sees. The Organization has received a number of concerns from surrounding communities. The regional services providers have to increase their services without a possibility of increasing their revenue, the capacity of providing service is going to hit a ceiling.

Pat Samson--- Stated street lighting is needed around Pinky’s Park and along the boardwalk between Akakeek Street and Akiak Avenue (Bowling Alley road) is needed. Contacted AVEC about the lighting who stated it could cost about \$180,000.

Tom Bobo- Stated opposition to the issuance of any other package store licenses. Especially the issuance of the Package store license in that neighborhood that he lives in; City Subdivision.

Has had several tribal councils contact him and state they are not able to handle the effects the sales of alcohol has on the communities around us.

Bob White – Stated opposition to the issuance of the Package Store License to Bethel Liquor Store and Kusko Liquor Store because of the issues within the region and the neighborhoods they would be in. The youth that he works with say that the alcohol problem isn't once a month anymore, it is constant.

Caroline Iverson - Stated opposition to the issuance of the Package Store License to Bethel Liquor Store due to its proximity to Pinky's Park.

Katy Krinos – A public health professional, spoke in opposition to the issuance of the Bethel Liquor Store. Feels the liquor store would be too close in proximity to youth activities.

Lorin Bradley- Spoke in opposition to the issuance of additional package store licenses in Bethel.

Jennifer Dobson – Stated opposition to the issuance of a package store license to Bethel Liquor Store do to its proximity to the park. As a resident of City Sub, she believes an important part of family values is to get out and play often at Pinky's Park. No longer feels comfortable spending time at the parks with her family because of the intoxicated pedestrians at the parks.

Earl Samuelson provided support to Budget Ordinance 16-14 (g), Budget modification providing a donation to Bethel Search and Rescue. Stated opposition to the issuance of additional package store licenses in community.

Daniel Craven – Stated opposition to the issuance of a package store license in the community of Bethel. The youth in our community are suffering because of the choices their parents are making. Another liquor store is a wrong economic option for this community.

Sharon Techuchien– Stated opposition to the issuance of a package store license to Bethel Liquor Store because of the proximity to the 4H Youth Center. Stated general opposition to the issuance of any package store license.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

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"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson
Opposed:	∅

Removal from

Consent: Resolution 17-02 and 17-03 from the Consent Agenda.

Moved by: Welch

Remove from

consent: Ordinance 17-10 from the Consent agenda.

Moved by: Robb

Removal from

Consent: Ordinance 17-09 from the Consent agenda.

Moved by: Ayagalria

VI. APPROVAL OF THE MEETING MINUTES

Item A – 2-14-2017 Regular City Council Meeting Minutes.

Passed on the Consent Agenda

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission –

Council Representative, Norman Ayagalria–

Discussed the issuance of package store license in the community of Bethel.

Moved the time and date of the Commission meetings to the first Wednesday of each month at 6:30p.

Safety of pedestrians with the animals in the community.

Staffing at the Police Department.

Andre Achee, Police Chief- provided an update to the Council on the staffing level at the department.

Ordinance 17-09 was reviewed and submitted to the Council from the Commission.

Port Commission –

Council Representative, Alisha Welch –

Allen Wold is the acting Port Director until November.

The Commission is looking at modifications to Title 14 which will be presented to the Council in March.

Planning Commission –

Council Representative, Nikki Hoffman –

A new chair and vice-chair was elected.
Discussed the potential of moving to a borough system.

Parks, Recreation, Aquatic Health and Safety Center Committee –
Council Representative, Fred Watson –

Finance Committee –
Council Representative, Leif Albertson –
Sales tax code revision is still on the agenda. The Committee is also considering gaming tax amendments.

Energy Committee –
Council Representative, Rick Robb –
No one available to provide a report.

Public Works Committee –
Council Representative, Byron Maczynski –
No one available to provide a report.

Marijuana Advisory Committee –
Council Representative, Byron Maczynski –
No one available to provide a report.

VIII. SPECIAL ORDER OF BUSINESS

Item A – Appreciation To Bob Herron For His Service To The Region.

Item B – Health Fitness Monthly Report On The YK Fitness Center Operations.

IX. UNFINISHED BUSINESS

Item A – Public Hearing Of Budget Ordinance 16-17 (g): Amending The Fiscal Year 2017 Budget For Donation To Bethel Search And Rescue.

Mayor Robb opened the Public Hearing.

Members of the Bethel Search and Rescue stood together in support of Budget Ordinance 16-17 g.

Parry Barr, Bethel Search and Rescue Member, addressed the Council on behalf of the group indicating that the impacts of alcohol have been high for the volunteer group, and requested support to the Bethel Search and Rescue for their upcoming educational conference.

Mike Riley Bethel Search and Rescue Member, spoke in favor of Budget Ordinance 16-17 g.

Fritz Charles Bethel Search and Rescue Member, Spoke in favor of Budget Ordinance 16-17 g.

Earl Samuelson, Bethel Search and Rescue Member, stated his appreciation to the members of the Bethel Search and Rescue.

Mayor Robb closed the Public Hearing.

Main Motion: Adopt Ordinance 16-17(g).

Moved by:	Maczynski
Seconded by:	Watson
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"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson
Opposed:	0

Item B – Public Hearing Of Ordinance 17-08: An Ordinance Authorizing The Designation Of Property, Lot 15, USS 4177, As A Community Dog Park.

Mayor Robb opened the Public Hearing.

No one present to be heard.

Mayor Robb closed the Public Hearing.

Main Motion: Adopt Ordinance 17-08.

Moved by:	Watson
Seconded by:	Albertson
Action:	Referred to Committee

Primary

Amendment: Refer to the Planning Commission.

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"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson
Opposed:	<input checked="" type="checkbox"/> Robb

X. NEW BUSINESS

Item A – Resolution 17-02: City Of Bethel Protest Of Package Store Liquor License Number 5535 For Bethel Liquor Store, Located At 110 Osage Street, Bethel, Owned By Mefail Saliu.

Main Motion: Adopt Resolution 17-02.

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

Subsidiary Motion: Postpone.

Moved by: Hoffman
Seconded by: Watson
Action: Motion does not carry by a vote of 3-3
In favor: Robb Hoffman Watson
Opposed: Albertson Ayagalria Welch

Main Motion: Five-minute break.

Moved by: Hoffman
Seconded by: Albertson
Action: Motion carries by a vote of 6-0
In favor: Robb Albertson Hoffman Welch Ayagalria Watson
Opposed: \emptyset

Item B – Resolution 17-03: City Of Bethel Protest Of Package Store Liquor License Number 5533 For Kusko Liquor Store, Located At 801 Front Street, Bethel, Owned By Cezary Maczynski.

Cezary Maczynski telephonically presented his defense, with Arvin Dull at the meeting as a representative. Mr. Dull provided the Council with supporting documentation to the license application.

Main Motion: Adopt Resolution 17-03.

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

Insert Whereas, the proposed location for Kusko Liquor Store, is approximately 100 feet from the Bethel Spirit's Package Store location, the Council finds the concentration of two package store adjacent to one another negatively impacts the character and public interest of the surrounding neighborhood;

Insert Whereas, the map of the proposed area for parking provides in the application is located partially on land that is not owned by the applicant. There has been no survey conducted to determine the owner of the lands adjacent to the

Primary Amendment: establishment;

Moved by:	Welch
Seconded by:	Albertson
Action:	Question divided

Subsidiary Motion: Divide the question.

Moved by:	Albertson
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"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson
Opposed:	θ

Insert Whereas, the proposed location for Kusko Liquor Store, is approximately 100 feet from the Bethel Spirit's Package Store location, the Council finds the concentration of two package store adjacent to one another negatively impacts the character and public interest of the surrounding neighborhood;.

Divided Question:

Moved by:	Welch
Seconded by:	Albertson
Action:	Motion does not carry by a vote of 2-4
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson

Insert Whereas, the map of the proposed area for parking provides in the application is located partially on land that is not owned by the applicant. There has been no survey conducted to determine the owner of the lands adjacent to the

Divided Question:

Moved by:	Welch
Seconded by:	Albertson
Action:	Motion carries by a vote of 4-2
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria
Opposed:	<input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Watson

establishment;.

Item C – Introduction of Ordinance 17-09: Amending Bethel Municipal Code 5.30.120 Insurance Requirements For Taxicabs, River Taxis, Limousines And Buses.

Main Motion: Introduction of Ordinance 17-09.

Moved by:	Ayagalria
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"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson
Opposed:	θ

Item D – Introduction of Ordinance 17-10: Amending Bethel Municipal Code Section 1.01 Code Adoption.

Main Motion: Introduce Ordinance 17-10.

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

Primary Amendment: Strike 1.01.040.

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

Item E – IM 17-02: City of Bethel Monthly Financial Reports December, 2015.
Passed on the Consent Agenda

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

Mayor Richard Robb –
Thanked the members of the public for coming out to speak on the issues.
Thanked Search and Rescue for their work in our community.
Love this time of year.

Council Member Leif Albertson –
Thanked the public for coming out to speak on the issues tonight.
Representative Fansler presented concerns on the State Fiscal Situation and budget.

Council Member Nikki Hoffman –
No comment.

Council Member Alisha Welch –

Thanked the community for coming to the Council meeting tonight.
Thanked Bethel Search and Rescue for coming to the meeting.

Council Member Norman Ayagalria –
No comment.

Council Member Fred Watson –
No comment.

XV. ADJOURNMENT

Main Motion: Adjournment

Moved by:	Hoffman
Seconded by:	Ayagalria
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"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson
Opposed:	0

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel, Alaska

Public Safety & Transportation Commission

March 1, 2017

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on March 1, 2017 in the Bethel City Hall Council Chambers.

This meeting was called to order at 6:36 pm.

II. ROLL CALL

Present: Joan Dewey *Chair*
Eileen Henrikson *Vice Chair*
Norman Ayagalria *Council Representative*
Julene Webber
Daniel Maczynski
Mary Weiss

Absent: Naim Shabani

Ex-Officio Present: Andre Achee *Chief of Police*
Bill Howell *Fire Chief*
Christina Him *Recorder and Transportation Inspector Designee*

III. PEOPLE TO BE HEARD

No one to be heard.

IV. APPROVAL OF AGENDA

MOVED:	Webber	Motion to approve the agenda.
SECONDED:	Maczynski	
VOTE ON MAIN MOTION	All in favor.	

V. APPROVAL OF MINUTES

MOVED:	Webber	Motion to approve the minutes from the regular meeting of February 7 th , 2014.
SECONDED:	Ayagalria	
VOTE ON MAIN MOTION	All in favor.	

VI. SPECIAL ITEM OF BUSINESS:

A. Public Hearing: On the price and quality of service provided by all regulated vehicles, chauffeurs and dispatch services

Daniel Maczynski – *Made a complaint about cabs always being in a rush and not fully coming to a complete stop.*

VII. UNFINISHED BUSINESS

No Unfinished Business.

VIII. NEW BUSINESS

A. Update on the Traffic Impact Analysis of the YKHC's hospital expansion project (City Planner, Ted Meyer)

Discussed, no action taken.

B. GEMT Program (Fire Chief Howell)

GEMT stands for Ground Emergency Medical Transport. Most municipal ambulances operates at somewhat of a loss. Medicaid has a program within it that draws federal funds to compensate for uncompensated costs.

See Report in Commission Packet

C. Fire Department Budget & Staffing (Fire Chief Howell)

See Report in Commission Packet

IX. CHIEFS' COMMENTS

Chief Bill Howell- *See report in commission packet.*

Chief Andre Achee – *See report in commission packet.*

X. TRANSPORTATION INSPECTOR'S REPORT

See report in commission packet.

XI. COUNCIL REPRESENTATIVE'S COMMENTS

Norman Ayagalria – *Wanted to clarify as to why certain City Council members appear to somewhat putting pressure on the police department and other ways he can better serve the commission in support of the police department and public safety needs. Believes there is a lack of partnership between Council, the Commission and the Bethel Police Department.*

XII. COMMISSION MEMBER COMMENTS

Joan Dewey – *I Apologize for getting here at 7, or a little before 7. I am really glad that you had a quorum and that we are back on track with getting a lot going, there's a lot to talk about, thank you.*

Norman Ayagalria – *No comment*

Mary Weiss – *It feels like a good meeting, it seems like there's a lot of energy. I think this is the way to get that communication going with City Council. If we have an effective committee then we have something good to present to Council and the community.*

Daniel Maczynski – *No comment.*

Chief Achee – *If you guys are interested, sometime this month they are doing a state Search and Rescue conference at the Readiness Center (on the 15th, 16th and 17th). I think it's a good opportunity they're being over some State officials to go over the RCC (Rescue Coordination Center), etc. stuff like that in Anchorage. It's open to the public and that is something I intend to attend. On the last day, they are doing free CPR certification for the first 30 people that show up.*

Chief Howell – *We have been meeting with SAR (Search and Rescue) pretty frequently, I mentioned that in my report, with regards to strengthening our relationship, but specifically of how it pertains to searches and reimbursements for searches and things like that. They are a lot of parallel services that we kind of provide and we're working with their leadership to strengthen our relationship between fire and EMS, and I think that will also strengthen with the police department as well, (not that it isn't good now). SAR has been talking a lot about how many more calls for services they have been receiving since the liquor store, they are very, very busy. Even the Villages are calling Bethel SAR for their services. They just did get their \$5000.00 from Council last night, which was great, that was spectacular.*

Eileen Henrikson – *The Career Fair on March 16th, is at the Cultural Center from 9-3, there is a focus on Public Safety for that event. We are going to have two discussion panels, one for Construction due to the YKHC project and the new Bethel Family Clinic build, (9am) and one for the Public Safety Panel (11am). I believe the National Guard from Fairbanks will be in attendance and the FBI in Anchorage will be there. On Friday, 3/17/2017, there is the career fair at the high school for the high school students, from 1-4pm and there will be three discussion panels. The first one will be on background checks, the next two panels will be*

professional positions career paths and the skilled positions skill path. Those three discussion panels will be broadcasted on KYUK live on the FM channel and on Monday in the afternoon on the AM channel. I did start my job at YKHC last week but I am still coordinating the Career Fair, if you have any questions.

XIII. ADJOURNMENT

MOVED:	Ayagalria	Motion to adjourn.
SECONDED:	Dewey	
VOTE ON MAIN MOTION	All in favor.	

Meeting adjourned at 8:43 pm.

APPROVED THIS _____ DAY OF _____, 2017.

Christina Him, Recorder

Joan Dewey, Chair



City of Bethel, Alaska

Parks, Recreation, Aquatic, Health & Safety Center Committee Agenda Regular Meeting **March 13, 2017 – 6:00pm** City Hall 300 State Highway

Michelle DeWitt
Committee Chair
Term Expires 12/2017

Judy Wasierski
Committee Co Chair
Term Expires 12/2018

Kathy Hanson
Committee Member
Term Expires 12/2018

Barbara Mosier
Committee Member
Term Expires 12/2018

Beverly Hoffman
Committee Member
Term Expires 12/2018

Brian Lefferts
Committee Member
Term Expires 12/2017

Kathryn Baldwin
Alternate Committee Member
Term Expires 12/2017

Fred Watson
Council Rep.
Term Expires 10/2017

Stacey Reardon
YK Fitness Facility Director

Matt Ross
Parks and Recreation Rep.

Pauline Boratko
Committee Recorder

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD – THREE MINUTES PER PERSON:**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF THE MINUTES:**
January 9, 2017- regular meeting
January 26, 2017- special meeting
February 13, 2017- regular meeting
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. UNFINISHED BUSINESS:**
 - A. Individual to provide report to March 14 City Council meeting
 - B. Unresolved Recommendations and Action Memorandums
 - C. Updates: Owl Park and YK-KUC Trail
 - D. Log Cabin/4H Building- request budget separation
 - E. Fiscal Year 2017 Parks and Recreation Budget
- VIII. Parks and Recreation Department Report- Matt Ross**
 - F. City of Bethel Employee Wellness Program Status Update
 - G. Balance on dedicated Pool Fund
 - H. Fiscal Year 2017 YK Fitness Center Budget
 - I. Sub Committee Reports: Water Temp, Marketing, Physical Facility
 - J. Arts at the YK Fitness Center
 - K. YK Fitness Center Logo Development
 - L. Health Fitness Operations Plan
- IX. YK Fitness Facility Director Report- Stacey Reardon**
- X. NEW BUSINESS:**
 - A. LKSD Migrant Education Grant
 - B. Board Walk Identification System
 - C. Parks and Recreation Department Structure
- XI. MEMBER COMMENTS:**
- XII. ADJOURNMENT:**



City of Bethel Police Dept.

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

PUBLIC NOTICE
REGULAR MEETING OF THE
PUBLIC SAFETY & TRANSPORTATION COMMISSION
Wednesday, March 1st, 2017 –6:30 p.m.
300 STATE HIGHWAY – CITY COUNCIL CHAMBERS
AGENDA

Members

Joan Dewey
Chair

Eileen Henrikson
Vice Chair

Norman Ayagalria
Council Representative

Naim Shabani

Julene Webber

Daniel Maczynski

Mary Weiss

Ex-Officio Members

Andre Achee
Chief of Police

William Howell III
Fire Chief

Christina Him
Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF February 7th, 2017.
- VI. SPECIAL ITEM OF BUSINESS
 - A. PUBLIC HEARING: On the price and quality of service provided by all regulated vehicles, chauffeurs and dispatch services.
- VII. UNFINISHED BUSINESS
- VIII. NEW BUSINESS
 - A. GEMT Program (*Fire Chief Howell*)
 - B. Fire Department Budget & Staffing (*Fire Chief Howell*)
 - C. Update on the Traffic Impact Analysis of the YKHC's hospital expansion project (*City Planner, Ted Meyer*)
- IX. CHIEFS' COMMENTS
 - Fire Chief
 - Police Chief
- X. TRANSPORTATION INSPECTOR'S REPORT
- XI. COUNCIL REPRESENTATIVE'S COMMENTS
- XII. COMMISSION MEMBER'S COMMENTS
- XIII. ADJOURNMENT

Christina Him, Recorder
POSTED on February 24, 2017
POST OFFICE, AC QUICKSTOP, CORINA'S CASE LOT, CITY HALL, & POLICE DEPT.
Next Public Safety and Transportation Commission Meeting will be **April 5th, 2017.**

"Deep Sea Port and Transportation Center of the Kuskokwim"

City of Bethel, Alaska

Planning Commission Meeting

Feb. 23, 2017

Regular Rescheduled Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular rescheduled meeting of the Planning Commission was held on Thursday, February 23, 2017, at 6:30 PM at the City Hall mail room in Bethel, Alaska. Recorder Betsy called the meeting to order at 6:30 pm.

II. ROLL CALL

Comprising a quorum of the Commission, the following members were present for roll call: John Guinn, Alex Wasierski, Kathy Hanson, Shadi Rabi, and Nikki Hoffman. Also present were Planning staff members Ted and Betsy.

III. PEOPLE TO BE HEARD

Nobody wished to be heard.

IV. MOTION TO APPROVE THE MINUTES OF THE DECEMBER 8, 2016 MEETING

MOVED:	Kathy Hanson	To approve the Dec. 8, 2016 minutes.
SECONDED:	John Guinn	
VOTE ON MOTION	All in favor 4 yes and 0 opposed. Motion carries.	

V. APPROVAL OF THE AGENDA

MOTION TO APPROVE THE AGENDA OF Feb. 23, 2017

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

VI. SPECIAL ORDER OF BUSINESS: A. Election of Planning Commissioner Chairperson and B. Election of the Planning Commission Vice-Chairperson (Action items).

A. MOTION TO NOMINATE KATHY HANSON AS A CHAIRPERSON

MOVED:	Alex Wasierski	To elect a Chairperson for the Planning Commission.
SECONDED:	John Guinn	
VOTE ON MOTION	All in favor 5 yes and 0 opposed. Motion carries.	

B. MOTION TO NOMINATE LORIN BRADBURY AS VICE-CHAIRPERSON.

MOVED:	Kathy Hanson	To elect a Vice-Chairperson for the Planning Commission.
SECONDED:	Alex Wasierski	
VOTE ON MOTION	All in favor 5 yes and 0 opposed. Motion carries.	

VII. NEW BUSINESS: A. Proposed Senate Bill 18—3rd Class Borough (discussion item). A discussion ensued.

VIII. PLANNER'S REPORT: Ted went over the monthly report.

IX. COMMISSIONER'S COMMENTS: Alex – no comments; Kathy - Welcome to Shadi; Nikki - Thanked Joy for all her service—we should do something to recognize her, maybe a plaque? John - Welcomes the new members of the Planning Commission; Shadi - no comments.

X. ADJOURNMENT

MOVED:	Nikki Hoffman	Motion to adjourn the meeting at 7:15.
SECONDED:	John Guinn	
VOTE ON MOTION 5 yes and 0 opposed. Motion carries.		

The next meeting will be on March 9, 2017

_____, Kathy Hanson, Chair
ATTEST: _____, Betsy Jumper, Recorder

City of Bethel, Alaska

Finance Committee Minutes

Monday February 27, 2017

Special Meeting

Bethel, Alaska

CALL TO ORDER

A regular meeting of the Finance Committee was held on February 27 at 6:30 p.m. in Council Chambers.

Chair Jon Cochrane called the meeting to order at 6:32 PM.

ROLL CALL

Comprising a quorum of the Committee, the following were present:

Cochrane, Willard, Albertson, Trantham, Shear, Russell, Franko (arrived at 6:40 PM)

Excused absences: None

Unexcused Absences: Egoak

Also in attendance were the following:

Patty Burley, City Attorney

Jim Chevigny, Finance Director

PEOPLE TO BE HEARD

Buck Bukowski- Been paying taxes for many years, over a year ago we came to this committee and proposed getting rid of the sales tax and instead proposed an excise tax, the current ordinance taxes too much. We are looking for payment on the net. (Gross minus prizes awarded)

Michelle Dewitt- Proposed change bases tax on current inventory. Paying on inventory would be extremely difficult because it does not tie into the current software. There are times when we purchase a large amount during sales; paying on inventory is a "property" tax. Clubs are seeing a decrease in inventory. 2016 saw the lowest gross revenue in history.

MOTION: APPROVAL OF AGENDA

MOVED BY:	Willard	To approve the agenda.
SECONDED BY:	Trantham	

VOTE ON MOTION	Motion carried 7-0.
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MOTION: APPROVAL OF MINUTES

MOVED BY:	Shear	To approve the minutes of the Feb. 27, 2017 Special Meeting.
SECONDED BY:	Albertson	

VOTE ON MOTION	Motion carried 7-0.

Carol Ann Willard recused herself due to a conflict of interest. Dave Trantham requested a formal ruling that he does not have a conflict of interest because he is a senior citizen with a senior exemption card. Chair ruled there is no conflict, as seniors do not get an exemption on gaming.

MOTION: TO GO INTO COMMITTEE AS A WHOLE.

MOVED BY:	Shear	To go into committee as a whole.
SECONDED BY:	Trantham	

VOTE ON MOTION	Motion carried 7-0.

MOTION: TO COME OUT OF COMMITTEE AS A WHOLE.

MOVED BY:	Russell	To come out of committee as whole.
SECONDED BY:	Willard	

VOTE ON MOTION	Motion carried 7-0.

COMMENTS

Council Rep- There is a council meeting tomorrow.

No other comments. ***NEXT MEETING SET FOR MONDAY MARCH 6, 2017**

ADJOURNMENT

MOVED BY:	Willard	To adjourn the meeting.
SECONDED BY:	Shear	

VOTE ON MOTION	Motion carried 7-0.
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APPROVED THIS ___ DAY OF _____, 2017.

Carole Jung, Recorder

Jon Cochrane, Chair

City of Bethel, Alaska

Public Safety & Transportation Commission

February 7, 2017

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on February 7th, 2017 in the Bethel City Hall Council Chambers.

This meeting was called to order at 7:01 pm.

II. ROLL CALL

Present:
Joan Dewey *Chair*
Eileen Henrikson *Vice Chair*
Norman Ayagalria *Council Representative*
Naim Shabani
Julene Webber
Mary Weiss

Absent:
Bill Howell *Fire Chief*
Daniel Maczynski

Ex-Officio Present:
Andre Achee *Chief of Police*
Daron Solesbee *Fire Captain*
Christina Him *Recorder and Transportation Inspector Designee*

III. PEOPLE TO BE HEARD

No one to be heard.

IV. APPROVAL OF AGENDA

MOVED:	Shabani	Motion to approve the agenda.
SECONDED:	Henrikson	
VOTE ON MAIN MOTION	All in favor.	

V. APPROVAL OF MINUTES

MOVED:	Weiss	Motion to approve the minutes from the regular meeting of October 4 th , 2016, November 1 st , 2016, December 5 th , 2016 & January 3 rd , 2017.
SECONDED:	Henrikson	
VOTE ON MAIN MOTION	All in favor.	

VI. SPECIAL ITEM OF BUSINESS:

A. Public Hearing: On the price and quality of service provided by all regulated vehicles, chauffeurs and dispatch services

MOVED:	Henrikson	Motion to postpone the Public Hearing to the next PSTC meeting on March 7 th , 2017.
SECONDED:	Webber	
VOTE ON MAIN MOTION	All in favor.	

VII. UNFINISHED BUSINESS

A. Consideration of a “Neighborhood Watch” program (*Commission Member Maczynski*)

Commission Member Maczynski not present to be heard.

B. Statewide Task Force Update on Heroin (*Byron Maczynski, Council Member*)

Council Member Maczynski not present to be heard.

C. Western Alaska Alcohol & Narcotics Team (WAANT): Regional Update report

See report in commission packet.

VIII. NEW BUSINESS

A. BMC 5.30.120: Insurance Requirements for taxicabs (*Commission Member Shabani*)

MOVED:	Weiss	Motion to recommend amendment of BMC 5.30.120 to City Council.
SECONDED:	Webber	
VOTE ON MAIN MOTION	All in favor.	

B. School Zones (*Chief Achee*)

Yupik Immersion School opened across from the YKHC hospital. There are citizens that are concerned about the speed limit. I am working with LJ at DOT (Department of Transportation) to post school zone signs and/or flashing lights.

Discussed, no action taken.

C. Change of Scheduled PSTC Meeting Dates (Joan Dewey, Chair)

MOVED:	Webber	Motion to change the scheduled PSTC meeting dates to the first Wednesday of each month, effective March 1 st , 2017
SECONDED:	Shabani	
MOVED:	Shabani	Motion to change the scheduled PSTC meeting start time to 6:30 pm, effective March 1 st , 2017.
SECONDED:	Henrikson	
VOTE ON AMENDMENT	All in favor.	
VOTE ON MAIN MOTION	All in favor.	

D. Rabies (Joan Dewey, Chair)

With the increase of foxes, there was a dog that tested positive for rabies coming to Bethel. This was an eye opener in terms of public safety. More emphasis on public awareness and education to inform the public about prevention and treatment of rabies.

IX. CHIEFS' COMMENTS

Captain Daron Solesbee - *See report in commission packet.*

Chief Andre Achee – *See report in commission packet.*

X. TRANSPORTATION INSPECTOR'S REPORT

See report in commission packet.

XI. COUNCIL REPRESENTATIVE'S COMMENTS

Norman Ayagalria – *I agree with our Chair, Joan, that I have been personally frustrated that we have been having these meetings are on the same day that we have the public safety and transportation commission meetings and that I have been left out with all the things that have been going in terms of safety and transportation in Bethel. I 'm so happy that I have the chance to attend this meeting and I've learned one or two new things so during the next Council meeting or the next several council meeting, I would like to continue working with this commission so that we can start*

providing some resources and tools for the police department; apparently the police department have been going through these several phases and cycles where they are being left with that they are being left with the 50% (staffing). A lot of the things that are going on in the City have been more or less related to the liquor store, so I'd like to be a part of that and be willing to support and be passionate about safety.

The other thing I was also going to mention is that, since I have been working with the kids for the last several years and I'm seeing what is happening with our school system, especially kids at the elementary level, I have been frustrated as well as a teacher to try to educate our kids to the modern society that we live in. It has just been extremely difficult as a teacher; I would like to be one of the voices for the kids in our community.

XII. COMMISSION MEMBER COMMENTS

Eileen Henrikson – First, my last day at the Job Center is a day from tomorrow and I start at YKHC two weeks from today. Second, I was actually at the Donlin Gold Career Fair and I did see the Police Department there. There is a career fair at the culture center this year on March 16th, from 9-3. AVCP has a big push for public safety careers, so that would be a great opportunity to try to do some more recruiting. On March 17th, from 1-4, there will be a career fair at the high school. One of our discussion panels will be public safety.

Mary Weiss – I just want to say that it's good to be back and I'm impressed, congratulations everybody.

Norman Ayagalria – No comment.

Joan Dewey – No comment.

Chief Achee – No comment.

Captain Daron Solesbee – No comment.

Julene Webber – No comment.

Naim Shabani – No comment.

XIII. ADJOURNMENT

MOVED:	Ayagalria	Motion to adjourn.
SECONDED:	Shabani	
VOTE ON MAIN MOTION	All in favor.	

Meeting adjourned at 9:06 pm.

APPROVED THIS 1st DAY OF March, ~~2016~~ 2017



Christina Him, Recorder



Joan Dewey, Chair

EILEEN E HENRIKSON
VICE CHAIR

Special Order of Business



City of Bethel Proclamation

RECOGNIZING ALASKA LEGAL SERVICES FOR THEIR CONTRIBUTION TO THE COMMUNITY

WHEREAS, the City of Bethel recognizes the importance of service organizations that improve residents' daily lives and keep our community strong;

WHEREAS, Alaska Legal Services Corporation strives to provide high quality civil legal services to low income and disadvantaged people and communities to protect their safety, their health and promote family stability;

WHEREAS, Alaska Legal Services Corporation is dedicated to bridging the statewide gap between those who need civil legal help and those who are able to afford it;

WHEREAS, the Alaska Legal Services Corporation has faithfully served communities in Alaska since 1967;

THEREFORE, the Bethel City Council, does hereby recognize Alaska Legal Services for their contribution to the community.

Presented this 14th day in March 2017.

Richard Robb, Mayor

Lori Strickler, City Clerk

Unfinished Business

CITY OF BETHEL, ALASKA

Ordinance #17-09

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE 5.30.120 INSURANCE REQUIREMENTS FOR TAXICABS, RIVER TAXIS, LIMOUSINES AND BUSES

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code Section 5.30.120, Insurance Requirements [for Taxicabs, River Taxis, Limousines and Buses] amended as follows (old language is stricken, new language is underlined):

5.30.120 Insurance required.

- A. Before any permit is issued for any taxicab, river taxi, limousine or bus, the applicant shall furnish to the transportation inspector ~~the insurance policies~~ proof of insurance as evidenced by a copy of the insurance policy currently in effect, required by this ~~section~~, issued by an insurance company that is authorized to do business within the state.
- B. The insurance required by this section for vehicles with a manufacturer's rated seating capacity of six (6) persons or less; ~~(or, if a mini-van, six (6) persons or less~~ the seating capacity after seat removal to accommodate baggage), shall provide coverage as follows:
- ~~1. Combined single limit for all bodily injury or property damage arising from one (1) accident: three hundred thousand dollars (\$300,000); and~~
 - ~~2. For all persons injured or dead in any one (1) accident caused by an uninsured motorist: one hundred thousand dollars (\$100,000).~~
 3. One Hundred Thousand (\$100,000) per-person bodily injury limit, Three Hundred Thousand (\$300,000) per-accident bodily injury limit; and Fifty Thousand (\$50,000) per-accident property damage limit; and
 4. Uninsured or underinsured motorist coverage of One Hundred Thousand (\$100,000) per-person bodily injury limit, Three Hundred Thousand (\$300,000) per-accident bodily injury limit; and Fifty Thousand (\$50,000) per-accident damage limit.
- C. The insurance required by this section for vehicles with a manufacturer's rated seating capacity ~~(or if a mini-van, the seating capacity after seating removal to accommodate baggage)~~ (or if a mini-van, the seating capacity after seating removal to accommodate baggage) of seven (7) persons or more; ~~or if a mini-van, seven (7) persons or more seating capacity after seat removal to accommodate baggage~~, shall provide coverage as follows:

5. One Hundred Thousand (\$100,000) per-person bodily injury limit, Seven Hundred Thousand (\$700,000) per-accident bodily injury limit; and Fifty Thousand (\$50,000) per-accident property damage limit; and
6. Uninsured or underinsured motorist coverage of One Hundred Thousand (\$100,000) per-person bodily injury limit, Three Hundred Thousand (\$300,000) per-accident bodily injury limit; and Fifty Thousand (\$50,000) per-accident damage limit.

D. Every insurance policy or certificate shall contain a clause obligating the insurer or surety to give the transportation inspector written notice no less than thirty (30) days before the cancellation, expiration, nonrenewal, lapse, or other termination of such insurance, unless the specified policy is for a vehicle which will no longer be used as a taxicab. A lapse, cancellation, expiration, nonrenewal, or termination of insurance coverage shall work as an automatic suspension of any permit for so long as the permittee is without insurance as required by this section, and it shall be a violation of this chapter to provide taxicab service with a vehicle not insured as required by this section. The insurance policy shall list the city as a certificate holder.

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS _____ DAY OF MARCH 2017, BY A VOTE OF ____ IN FAVOR AND _____ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #17-10

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE SECTION 1.01 CODE ADOPTION

WHEREAS, the Bethel Municipal Code was first adopted on February 25, 1985 via Ordinance 157;

WHEREAS, Title 1 of the Code has not been updated since 2007;

WHEREAS, since being hired with the City, the City Attorney has been tasked with updating all of the Bethel Municipal Code;

WHEREAS, as part of the update, the City Attorney has gone back to the beginning and updated section 1.01 presented below;

NOW, BE IT FURTHER ORDAINED, the City Council adopts the updated section 1.01 of the Bethel Municipal Code as outlined in this Ordinance;

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code Section 1.01, Code Adoption, is amended as follows (old language is stricken, new language is underlined):

1.01 Code Adoption

- 1.01.010 Adoption.
- 1.01.020 Title – Citation – Reference.
- 1.01.030 Codification Authority.
- ~~1.01.035~~ ~~Revision of ordinances.~~
- 1.01.040 Ordinances Passed Prior to Adoption of ~~the~~ Code.
- 1.01.050 Reference Applies to all Amendments.
- 1.01.060 ~~Title, chapter and section headings.~~ Reviser of Ordinances
- 1.01.070 ~~Reference to specific ordinances.~~ Title, Chapter and Section Headings
- 1.01.080 ~~Effect of code on past actions and obligations.~~ Reference to Chapters, Sections or Ordinances
- 1.01.090 ~~Effective date.~~ History Notes
- 1.01.100 ~~Constitutionality.~~ Reference Notes and Editors Notes
- 1.01.110 Constitutionality/Severability
- 1.01.120 Supplements
- 1.01.130 Retrospective Effect of Ordinance

1.01.010 Adoption.

~~As authorized by AS [29.48.180](#), there is adopted the "Bethel Municipal Code," dated 2006. As authorized by AS 29.25.050, there is adopted the "Bethel Municipal Code" as compiled, edited and published by Code Publishing company, Seattle, Washington.~~

1.01.020 Title – Citation – Reference.

- A. This Code shall be known as the "Bethel Municipal Code" and it shall be sufficient to refer to said code as the "Bethel Code" in any prosecution for the violation of any provision thereof or in any proceeding at law or equity. It shall be sufficient to designate any ordinance adding to, amending, correcting or repealing all or any part or portion thereof as an addition to, amendment to, correction or repeal of the "Bethel Municipal Code." Further reference may be had to the titles, chapters, sections and subsections of the "Bethel Municipal Code," and such references shall apply to that numbered title, chapter, section or subsection as it appears in the Code. For the purpose of the application of this section and of any other provision of the "Bethel Municipal Code" and of any other document, "Bethel Municipal Code" may be abbreviated "BMC."
- B. It shall be sufficient to designate an ordinance adding to, amending, correcting, or repealing all or any part or portion thereof as an addition to, amendment to, correction or repeal of the "Bethel Municipal Code," and such references shall apply to that numbered title, chapter, section or subsection as it appears in the Code.

1.01.030 Codification authority.

This code consists of all the regulatory and penal ordinances and certain of the administrative ordinances of the city of Bethel, Alaska, codified pursuant to the provisions of AS [29.48.180](#). [29.25.040-.050](#).

~~1.01.035 Revision of ordinances.~~ [Move to .060]

~~A. The city clerk is the reviser of ordinances. The reviser of ordinances shall revise for consolidation into the Bethel Municipal Code all ordinances of a general and permanent nature adopted by the city council.~~

~~B. The reviser, with the prior approval of the city attorney, shall edit and revise the ordinances for consolidation without changing the meaning of any ordinance in the following manner:~~

- ~~1. Renumber sections, parts of sections, articles, chapters and titles;~~
- ~~2. Change the wording of sections or subsection titles, or delete subsection titles, and change or provide new titles for sections, articles, chapters and titles;~~
- ~~3. Change capitalization for the purpose of uniformity;~~
- ~~4. Substitute the proper designation for the terms "the preceding section," "this ordinance" and like terms;~~
- ~~5. Substitute the proper calendar date for "effective date of this ordinance," "date of adoption of this ordinance" and other phrases of similar import;~~

~~6. Strike out figures if they are merely a repetition of written words or vice versa, or substitute figures for written words or vice versa for the purpose of uniformity;~~

~~7. Correct manifest errors that are clerical, typographical, or errors in spelling, or errors by way of additions or omissions;~~

~~8. Correct manifest errors in references to laws, regulations, ordinances, and this code;~~

~~9. Rearrange sections, combine sections or parts of sections with other sections or parts of sections, divide long sections into two (2) or more sections, and rearrange the order of sections to conform to a logical arrangement of subject matter as may most generally be followed in this code;~~

~~10. Change all sections, when possible, to read in the present tense, indicative mood, active voice and if the use of personal pronouns cannot be avoided in a section change the section to read in the third (3rd) person, and singular number, or any other necessary grammatical change in the manner generally followed in this code;~~

~~11. Delete or change sections or parts of sections if a deletion or change is necessary because of other council amendments that did not specifically amend or repeal them;~~

~~12. Omit all temporary ordinances, all titles to ordinances, all enacting and repealing clauses, all declarations of emergency, and all purpose, validity, and construction clauses unless, from their nature, it may be necessary to retain them to preserve the full meaning and intent of the ordinance.~~

~~C. In exercising authority under this section, the reviser of ordinances shall be guided by conventions and policies followed by the State Reviser of Statutes in the exercise of authority under AS [01.05.031](#).~~

~~D. The reviser shall edit and revise the ordinances as they are adopted by the city council, without changing the meaning of any ordinance, so as to avoid the use of pronouns denoting masculine or feminine gender.~~

~~1.01.040 Ordinances passed prior to adoption of the code.~~

~~The last ordinance included in the initial previous version of this Code is was Ordinance ~~04-02-17-07~~. The following ordinances, passed subsequent to Ordinance ~~04-02~~, but prior to the adoption of this code, are adopted and made a part of this code: Ordinances ~~04-03 through 06-14~~.~~

1.01.050 Reference applies to all amendments.

Whenever a reference is made to this Code as the "Bethel Municipal Code" or to any portion thereof, or to any ordinance of the City of Bethel, Alaska, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made.

1.01.060 Reviser of Ordinances. [Previously .035]

A. The City Clerk is designated as the reviser of ordinances. ~~The reviser of ordinances shall revise for consolidation consolidate in this Code all ordinances not of a temporary or special nature enacted by the City Council. The reviser of ordinances shall~~

consolidate in this Code all ordinances enacted by the City Council that are not of a temporary or special nature.

- B. The reviser, with the ~~prior approval~~ concurrence of the City Attorney, shall edit and revise the ordinances for consolidation without changing the meaning of any ordinance in the following manner:
1. Number or renumber sections, parts of sections, parts, chapters and titles.
 2. Change or delete the wording of sections or subsection titles, ~~or delete subsection titles,~~ and change or provide new titles for sections, chapters and titles.
 3. Change capitalization for the purpose of uniformity.
 4. Substitute the proper designation for the terms "the preceding section," "this ordinance" and like terms.
 5. Substitute the ~~proper~~ calendar date for "effective date ~~of this ordinance,~~" "~~date of adoption of this ordinance~~" or other ~~date changes~~ phrases of similar import;
 6. Strike out figures if they are merely a repetition of written words or vice versa, or substitute figures for written words or vice versa for the purpose of uniformity or clarity;
 7. Correct manifest errors that are clerical, typographical, or errors in spelling, or errors by way of additions or omissions.
 8. Rearrange sections, combine sections or parts of sections with other sections or parts of sections, divide long sections into two (2) or more sections, and rearrange the order of sections to conform to a logical arrangement of subject matter as may most generally be followed in this Code;
 9. Correct mistakes in grammar;
 10. Change sections, when possible, to read in the present tense, indicative of mood, active voice and if the use of personal pronouns cannot be avoided in a section, change the section to read in the third (3rd) person, and singular number, or any other necessary grammatical change in the manner generally followed in this Code;
 11. Delete or change sections or parts of sections if a deletion or change is necessary because of other council amendments that did not specifically amend or repeal them;
 12. Omit all temporary ordinances, all titles to ordinances, all enacting or repealing clauses, all declarations of emergency, and all purpose, validity and construction clauses unless, from their nature, it may be necessary to retain them to preserve the full meaning and intent of the Ordinance;
 13. Correct ~~manifest errors in~~ citations or references to laws, regulations, statutes, ordinances and this Code whose designations have changed because of renumbering or revision of the Alaska Statutes, federal or State law, or this Code.
- C. In exercising authority under this section, the reviser of ordinances shall be guided by conventions and policies followed by the State Reviser of Statutes in the exercise of authority under AS 01.05.031.
- D. The reviser shall edit and revise the ordinances ~~as they are adopted~~ by the city council, without changing the meaning of any ordinance and so as to avoid the use of pronouns denoting masculine or feminine gender.

E. The reviser shall, with the assistance and advise of the City Attorney, make recommendations to the City Council concerning deficiencies, conflicts or obsolete provisions in the Code.

1.01.060 070 Title, Chapter and Section headings.

Title, chapter and section headings contained in this Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any title, chapter or section thereof.

1.01.070080 Reference to Specific Ordinances.

All references to chapters, sections, or ordinances are to the chapters, sections and ordinances of this Code, unless otherwise specified. The provisions of this Code shall not in any manner affect matters of record which refer to, or are otherwise connected with, ordinances designated by number or otherwise and which are included within the Code, but such reference shall be construed to apply to the corresponding provisions contained within this Code.

1.05.090 History notes.

The history notes appearing in brackets after sections in this Code are not intended to have any legal effect, but are merely intended to indicate the source of the matter contained in the section.

1.05.100 Reference notes and editor's notes.

The references and editor's notes appearing throughout the Code are not intended to have any legal effect, but are merely intended to assist the user of the Code.

1.01.400 110 Constitutionality/Severability.

If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be invalid or unconstitutional, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this code. The Council declares that it would have passed this Code, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, clauses or phrases had been declared invalid or unconstitutional, and if for any reason this Code should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

1.01.120 Supplements to Code

A. By contract or by city personnel, supplements to this Code shall be prepared and printed whenever authorized or directed by the City Clerk. A supplement to the Code shall include all substantive permanent and general parts of ordinances passed by the City Council or adopted by initiative and referendum during the period covered by the supplement and all changes made by the supplement in the Code. The pages of a supplement shall be so numbered that they will fit properly into the Code and will,

where necessary, replace pages which have become obsolete or partially obsolete; and the new pages shall be so prepared that, when they have been inserted, the Code will be current through the date of the adoption of the latest ordinance included in the supplement.

- B. In preparing a supplement to this Code, all portions of the Code which have been repealed shall be excluded from the Code by their omission from reprinted pages.
- C. When preparing a supplement to this Code, the codifier, meaning the person, agency or organization authorized to prepare the supplement, may make formal, non-substantive changes in ordinances and parts of ordinances included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, the codifier may:
1. Organize the ordinance material into appropriate subdivisions;
 2. Provide appropriate catch lines, headings and titles for sections and other subdivisions of the Code printed in the supplement and make changes in catch lines, headings and titles;
 3. Assign appropriate numbers to sections and other subdivisions to be inserted in the Code and, where necessary to accommodate new material, change existing section or other subdivision numbers;
 4. Change the words "this ordinance" or words of the same meaning to "this chapter," "this article," "this division," etc., as the case may be, or to "sections through ..."; and the inserted section numbers will indicate the sections of the Code which embody the substantive sections of the ordinance incorporated into the Code; and
 5. Make other non-substantive changes necessary to preserve the original meaning of ordinance sections inserted into the Code, but in no case shall the codifier make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the Code.
- State Law reference—** Revision of Alaska Statutes, AS 01.05.031.
- D. Additions to this Code shall be printed no less often than each six months and shall be available as provided in section 1.05.075.
- State Law reference—** Codification, AS 29.25.050.

1.01.080 130 Retrospective Effect of Ordinances ~~code on past actions and obligations.~~

- A. No ordinance is retrospective unless expressly declared therein.
- B. Neither the adoption of this Code, subsequent sections or chapters, nor the repeal or amendments hereby of any ordinance or part or portion of any ordinance of the City shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license, fee, or penalty at said effective date due and unpaid under such ordinances, ~~nor be construed as affecting any of the provisions of such ordinances,~~ relating to the collection of any such license, fee, or penalty, ~~or the penal provisions~~ applicable to any violation thereof, not to affect the validity of any bond or cash deposit in lieu thereof required to be posted, filed or deposited pursuant to any

Introduced by: Councilman Albertson
Introduction Date: February 28, 2017
Public Hearing: March 14, 2017
Action:
Vote:

ordinance and all rights and obligations thereunder appertaining shall continue in full force and effect.

~~**1.01.090 Effective date.**~~

~~This code shall become effective on the date the ordinance adopting this code as the "Bethel Municipal Code" becomes effective.~~

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS _____ DAY OF MARCH 2017, BY A VOTE OF ____ IN FAVOR AND _____ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

New Business

City of Bethel Action Memorandum

Action memorandum No.	17-21		
Date action introduced:	3-14-2017	Introduced by:	City Manager Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Directing the City Manager to enter into a contract with the top proposer to complete an Employee Classification Plan

Route to:	Department/Individual:	Initials:	Remarks:
X	Hansel Mathlaw, Purchasing Agent		
X	Peter Williams, City Manager		
X	Patty Burley, City Attorney		

Attachment(s): Copy of RFP; Draft Contract

Amount of fiscal impact:		Account information:
X	Funds are not budgeted. Budget modification is required.	10-51-669 Budget Modification to accompany

Initial Action Memorandum in support of a classification study was approved by the Bethel City Council on June 4, 2016. The Council directed Administration, through AM #16-44 to prepare and issue a Request for Proposal document without reference to wage scale, pay, market analysis or other compensation related items. The RFP was prepared and issued the first time on or about June 24, 2016. One proposal was received in response to the first RFP. It was scored by three (3) City employees. However, the company was later disqualified by the Purchasing Agent for failure to follow the preparation and submission directions as specified in the RFP.

The City of Bethel then prepared and issued a second RFP on November 1, 2016. The RFP was issued for thirty (30) days and requested a qualified company to prepare a comprehensive Employee Classification Plan. The RFP due date was December 1, 2016. The RFP was advertised on the City's website, the Plans Room, with several bid services and in the Alaska Dispatch News.

Three (3) proposals were received by the deadline. All three (3) qualified for review and were scored by three (3) employees of the City. The employees scored the RFPs on all factors except price. Price, which made up twenty (20%) percent of the overall score, was calculated independently by the Purchasing Agent.

The scores for each company were as follows:

Company A:

89.17 + 83.17 + 83.17 = 255.51 Price Score: 11.57 Total Score: 267.08

Company B:

77.28 + 79.28 + 74.28 = 230.85 Price Score: 10.45 Total Score: 241.30

Company C:

87.55 + 71.55 + 61.55 = 220.65 Price Score: 17.98 Total Score: 238.63

A notice of intent to award was emailed to Company A on January 30, 2017. Notices of non-award were emailed to Companies B & C on January 30, 2017.

**PROFESSIONAL SERVICES AGREEMENT
FOR
EMPLOYEE CLASSIFICATION PLAN**

THIS AGREEMENT made and entered into this _____ day of March 2017, by and between the CITY OF BETHEL (a municipal corporation) and THE GROWTH COMPANY, INC. (an Alaska corporation).

Section 01 Employment of The Growth Company, Inc.

The City hereby agrees to engage The Growth Company, Inc. and The Growth Company Inc. hereby agrees to perform the services hereafter set forth.

Section 02 Scope of Services

The Growth Company, Inc. shall complete a classification plan/system for the City of Bethel with an emphasis on ensuring actual essential functions (actual core duties) are identified in job descriptions, depicted in job descriptions such that they can be measured and assessed adequately in performance evaluations and help mitigate liability that may stem from misclassification (FLSA, ADA, etc.). More specifically, the Growth Company, Inc. (hereinafter "Contractor") will provide a detailed review of each City position in terms of classification, salary category, and job description. Contractor will identify the essential job functions, physical requirements and educational requirements for each position and cross-reference those with the employee's actions to ensure alignment. Guidelines set forth by the FLSA and Alaska FLSA will be heavily intertwined within the classification system to ensure positions are classified appropriately.

In addition, Contractor will create a centralized wage/salary schedule matrix as proposed in the Understanding Section of the Contractor's Proposal into which each position will be categorized.

Contractor will provide training on how to use the new classification system, will provide implementation assistance, template based documents and 90 days of supplemental support post-implementation.

An outline of the expected steps to be utilized by Contractor can be found in pages 6-8 of Contractor's Proposal to City's Request for Proposal and is incorporated by reference into this Contract.

Section 03 Personnel

Personnel shall be limited to employees of The Growth Company, Inc.

Section 04 Time of Performance

The services of The Growth Company, Inc. shall commence upon execution of this Agreement by the City Manager and shall be completed by June 1, 2017. The period of

performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 05 Standard of Performance

The Growth Company, Inc. shall perform its services consistent with generally accepted standards presently maintained by other practicing professionals engaged in the same type of work. Upon written notice to The Growth Company, Inc. and by mutual agreement of the parties, The Growth Company, Inc. will correct those services not meeting such a standard without additional compensation.

Section 06 Compensation

- A. Subject to the provisions of this Agreement, the City shall pay the Growth Company, Inc. as follows:
1. Thirty-Three Thousand Three Hundred Thirty (\$33,330) Dollars shall be paid within thirty (30) days of the date of approval of this Agreement by the City Council.
 2. Twenty-Three Thousand Three Hundred Fifty (\$23,350) Dollars shall be paid within thirty (30) days of The Growth Company notifying City, via detailed invoice, that the project is at least fifty (50%) percent completed.
 3. Twenty-Three Thousand Three Hundred Fifty (\$23,350) Dollars shall be paid within thirty (30) days of The Growth Company notifying City, via detailed invoice, that the project is at least seventy-five (75%) percent completed.
 4. The remaining balance due of Twenty-One Thousand (\$21,000) Dollars shall be paid within thirty (30) days of final completion of the project.
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to The Growth Company Inc. in connection with performance of Agreed upon duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the City.
- C. Total compensation shall not exceed One Hundred One Thousand (\$101,000) Dollars without the express written authorization of the City.

Section 07 Method and Time of Payment

A. The Growth Company, Inc. shall invoice City as per the schedule in Section 06 and City's payments are due within thirty (30) days of each invoice date. Documentation of expenditures need not be submitted with billings but must be retained by The Growth Company, Inc. in the event the City requests said documentation.

B. All invoices must be submitted in duplicate and addressed as follows:

Laura Cloward, Human Resources Director
City of Bethel
PO Box 1388
Bethel AK 99559-1388

C. It is expressly understood and agreed that in no event shall the total compensation due The Growth Company, Inc. exceed One Hundred One Thousand (\$101,000) Dollars.

Section 08 Termination of Agreement for Cause

If, through any cause, the Growth Company, Inc. shall fail to fulfill in a timely and proper manner the obligations under this Agreement or shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, and reports or other material prepared by the Contractor under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with Section 2 of this Agreement and the other terms of this Agreement.

Section 09 Causes Beyond Control

In the event The Growth Company, Inc. is prevented by a cause or causes beyond control of The Growth Company, Inc. from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render The Growth Company, Inc. liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, The Growth Company, Inc. shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of The Growth Company, Inc. and which prevent the performance of The Growth Company, Inc.: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent The Growth Company, Inc. from performing the terms of the Agreement as set forth herein. Events which are peculiar to The Growth Company, Inc. and would not prevent another The Growth Company, Inc. from performing, including, but not limited to financial difficulties, are not causes beyond the control of The Growth Company, Inc.. The City will determine whether the event preventing The Growth Company, Inc. from performing is a cause beyond The Growth Company, Inc.'s control.

Section 10 Modifications

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

Section 11 Equal Employment Opportunity

The Growth Company, Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. The Growth Company, Inc. shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.

Section 12 Assignability

The covenants, agreements and obligations of this Agreement shall extend to and be binding upon and inure to the benefit of the partners, heirs, personal representatives and assigns of the parties hereto. Neither City nor The Growth Company, Inc. shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

Section 13 Permits, Laws and Taxes

The Growth Company, Inc. shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Growth Company, Inc. shall pay all taxes pertaining to its performance under this Agreement.

Section 14 Relationship of the Parties

In the performance of services under this Agreement, The Growth Company, Inc. shall be, and acknowledges that it is, in fact and law, an independent contractor and not an agent or employee of the City. The Growth Company, Inc. has and retains the right to exercise full supervision and control of the manner and methods of providing services to City under this Agreement. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Hearing Officer.

Section 15 Agreement Administration

A. The Human Resources Director, or her designee, will be the representative of the City administering this Agreement.

Section 16 Insurance

At all times during the duration of this Agreement, The Growth Company, Inc. agrees to maintain the following minimum insurance coverage/limits:

- A. Premises/Operations.
- B. Broad Form Property Insurance.
- C. Personal and Advertising Injury.
- D. Contractual Liability with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate
- E. Worker's Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including, but not limited to, Federal U.S.L.&H. and Jones Act requirements. The policy must waive subrogation against the City.
- F. The City of Bethel shall be additional insured on a primary/non-contributory basis under each policy required to be maintained. Such additional insured endorsement shall also include a Waiver of Subrogation.

Section 17 Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 18 Confidentiality of Materials

The City of Bethel intends to utilize some of the Contractor's findings to further its business goals and employee management goals. As such, the confidentiality of information relating to wages and employee privacy matters is paramount to the City. The Growth Company Inc., agrees to only disclose the materials/products produced as a result of this Agreement to the Human Resources Director, the City Attorney or the City Manager. Unless disclosed to the individual positions named herein, no materials, documents, products, ideas, etc., created on behalf of the City shall be disclosed by the Growth Company, Inc. without the express written consent of the City.

Section 19 Jurisdiction; Choice of Law

This Agreement shall be governed by the laws of the State of Alaska.

Section 20 Time Bar to Legal Action

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the earlier of the date of substantial completion of services or the date of termination of the Agreement.

Section 21 Non-Waiver

No waiver of a breach of any covenant, term or condition of this Agreement shall not be a waiver of any subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

Section 22 Defense and Indemnification

The Growth Company, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by The Growth Company, Inc.'s negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom The Growth Company, Inc. may be legally liable. Under no circumstance is the City obligated to indemnify The Growth Company, Inc. for The Growth Company, Inc.'s own negligence.

Section 23 Dispute Resolution

In an effort to resolve any conflicts that arise between the parties under this Agreement, the City and The Growth Company, Inc. agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to nonbinding mediation.

Section 24 Understanding

The Hearing Officer acknowledges that the Hearing Officer has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 25 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 26 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: Patty Burley, City Attorney
City of Bethel
PO Box 1388
Bethel AK 99559

The Growth Company, Inc.:

Marcus Bobbitt, MiM
Chief Operating Officer
The Growth Company
711 H Street, Suite 440
Anchorage AK 99501

CITY OF BETHEL

THE GROWTH COMPANY, INC., INC.

By: Peter A. Williams

Title: City Manager

Dated: _____

By: Dr. Lynne Curry

Title: President and CEO

Dated: _____

Introduced by: Peter Williams, City Manager
 Introduction Date: March 14, 2016
 Public Hearing:

Action:
 Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #16-17 (i)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2017 Budget

Be it Enacted by the Bethel City Council that the FY 2017 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 2017, July 1, 2016 to June 30, 2017.

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

General Fund(10)

Change to General Fund

	Increases	
10-51-669	Other Purchased Services-Administration	101,000
	Total Increases	101,000
	Decreases	
	Total Decreases	0
TOTAL	Net Change to General Fund - General Fund Appropriations	101,000

TOTAL CHANGE TO OVERALL CITY BUDGET

	<i>Change to Revenues Increase/(Decrease)</i>	0
	<i>Change to Appropriations Increase/(Decrease)</i>	101,000
	These changes <i>INCREASE</i> ↑ the overall expenditures/expenses of the City by	101,000

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

PASSED AND APPROVED THIS ___ DAY OF March 2017 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

 Richard Robb, Mayor

 Lori Strickler, City Clerk



CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

Memorandum

To: Bethel City Council
Cc: Peter Williams, City Manager
From: Hansel L Mathlaw, Acting Finance Director
Date: March 6, 2017
Re: Justifications For Budget Modification Request For Employee Classification Study

See Following Explanation For Ordinance #16-17 (i). Budget Modification Ties to AM Employee Classification

On April 12, 2016, an Action Memorandum directed Administration to submit a Request For Proposal for an Employee Classification Study.

The first issuance one company responded and I disqualified the submission for failure to follow the instructions stated in the Request For Proposal.

On November 1, 2016, the RFP was submitted a second time. The due date for submissions was December 1, 2016. Three companies responded and The Growth Company had the highest score.

The amount of \$101,000 is not appropriated in the current FY17 budget. The funds will come from the Undesignated Unreserved Fund Balance.

Introduced by: Peter Williams, City Manager
 Introduction Date: March 14, 2016
 Public Hearing:

Action:
 Vote:

CITY OF BETHEL, ALASKA
ORDINANCE #16-17 (j)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2017 Budget

Be it Enacted by the Bethel City Council that the FY 2017 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 2017, July 1, 2016 to June 30, 2017.

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

General Fund(10)

Change to General Fund

	Increases	
10-60-669	Other Purchased Services-Fire	18,500
	Total Increases	18,500
	Decreases	
	Total Decreases	0
TOTAL	Net Change to General Fund - General Fund Appropriations	18,500

TOTAL CHANGE TO OVERALL CITY BUDGET

	<i>Change to Revenues Increase/(Decrease)</i>	0
	<i>Change to Appropriations Increase/(Decrease)</i>	18,500
	These changes <i>INCREASE</i> ↑ the overall expenditures/expenses of the City by	18,500

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

PASSED AND APPROVED THIS ___ DAY OF March 2017 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

 Richard Robb, Mayor

 Lori Strickler, City Clerk



CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

Memorandum

To: Bethel City Council
Cc: Peter Williams, City Manager
From: Hansel L Mathlaw, Assistant Finance Director
Date: March 6, 2017
Re: Justifications For Budget Modification Request For Fire Station Repairs

See Following Explanation For Ordinance #16-17 (J)

From the time the proposed FY2017 City Budget was approved to the time the final budget ordinance was printed, line item 10-60-669, Other Purchased Services, inadvertently went from \$22,500 to \$4,000.

This budget ordinance corrects the mistake made during the final budget printout.

City of Bethel Action Memorandum

Action memorandum No.	17-19		
Date action introduced:	March 14, 2017	Introduced by:	City Manager Williams
Date action taken:		Approved	Denied
Confirmed by:			

Approve the Special Budget Meeting dates for April, May, and June, 2017 to begin at 6:30p and end at 9:00p.

Route to:	Department/Individual:	Initials:	Remarks:
	City Manager		

Amount of fiscal impact:	None
---------------------------------	------

Administration will present the proposed Fiscal Year (FY) 2018 budget by April 1, 2017. The Council will have until June 15, 2017 to approve and finalize the budget before the July 1, 2017 implementation date. The suggested Special Budget Meeting dates provided below were determined to be the dates when the most council members are available.

During the Council's 2016 Budget Review, 15 special budget meetings were scheduled. In 2015 the Council held 13 special budget meetings. It is the intent of Administration to condense the review process down to nine special meetings in 2017. The final public hearing on the amended budget should be held on and approved on June 9.

Monday	Tuesday	Wednesday	Thursday	Friday
APRIL				
10	11 REGULAR	12	13 SPECIAL	14
17	18	19	20 SPECIAL	21
24 SPECIAL	25 REGULAR	26	27	28
MAY				
8 SPECIAL	9	10	11 SPECIAL	12
15	16 REGULAR	17	18 SPECIAL	19
22 SPECIAL	23	24	25 SPECIAL	26
29	30 REGULAR			
JUNE				
			1 SPECIAL	2
3	4	5	6	7
8	9	10	11	12
13	14	15 DEADLINE	16	17

City of Bethel Action Memorandum

Action memorandum No.	17-20		
Date action introduced:	3-14-2017	Introduced by:	City Manager Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Directing the City Manager to enter into a contract with the top bidder for a janitorial contract for OCS.

Route to:	Department/Individual:	Initials:	Remarks:
X	Hansel Mathlaw, Purchasing Agent		
X	Peter Williams, City Manager		
X	Patty Burley, City Attorney	<i>PB</i>	Approve

Attachment(s): Copy of RFP; Draft Contract

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

Summary Statement:

On November 17, 2016 the City of Bethel issued a Request for Bids for janitorial services for the vacant space at the Nora Guinn Court Complex. The bid was in anticipation of a new tenant soon occupying the vacant space.

The bids closed on December 7, 2016 with two (2) valid bids having been received. The lowest bid for the vacant space was issued a notice of intent to award. The other was issued a notice that no award would be forthcoming.

The bids were:

Kagista Janitorial	\$410 per month
Midnight Sun Cleaning	\$535 per month

While no official line item for janitorial services was built into the budget for FY 17 (since the space had been vacant for some time), the anticipated janitorial costs were built into the rent calculations. A lease for the vacant space was approved by the City Council on February 14, 2017 (Ordinance 17-07). The new tenant moved into the space on March 1, 2017.

**PROFESSIONAL SERVICES AGREEMENT
FOR
DEPARTMENT OF HEALTH & SOCIAL SERVICES**

THIS AGREEMENT made and entered into this 1st day of March 2017, by and between the CITY OF BETHEL (a municipal corporation) and KAGISTA JANITORIAL SERVICES, (a Partnership licensed to do business in the State of Alaska and City of Bethel).

Section 01 Definition

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Contractor" means Kagista-Janitorial Services.

Section 02 Employment of Contractor

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

Section 03 Scope of Services

Contractor agrees to perform Janitorial services at the City's Courthouse Complex building (also known as the Nora Guinn Courthouse Building) (hereinafter the "Premises"), located at 204 Chief Eddie Hoffman Highway, Bethel, Alaska. Contractor's services under this Agreement are limited to services performed for the 1,607 square foot space occupied by the Office of Children's Services – as outlined in Yellow in the attached map, incorporated hereto as Exhibit A.

The services to be performed by Contractor are, at a minimum, as follows:

3.01 Regular twice weekly services:

- Empty waste baskets in all offices, cubicles and public areas located within both office spaces and shared hallways outside the two offices. Place new trash bags as needed;
- Empty all shredders and replace trash bags as needed;
- Dispose of all trash off premises;
- Bathrooms: Mop or scrub toilet room floors, clean all plumbing fixtures, disinfect urinals and toilets, damp wipe all dispensers.
- Provide and restock adequate supplies of toilet paper, paper towels, soap and other janitorial supplies;
- Vacuum all carpets
- Dusts all visible surfaces of furniture, fixtures, and equipment except for desks;
- Clean kitchen areas to include counters, sinks and all surfaces;
- Maintain entry mats in a clean, dirt-free and functional condition;
- Clean air vents and base boards ensuring they are clear of dust, dirt and grime;

- Maintain a limited supply of toilet paper and other essential supplies on-site in a location to be designated by the Office Manager at the Office of Children's Services.

Contractor is solely responsible for providing all labor, equipment, supplies and materials necessary to accomplish the services set out in this Contract. Only standard, commercial grade products, supplies, equipment, paper goods and materials may be used.

Section 04 Quality of Work. Contractor will conduct the agreed upon tasks diligently and professionally, consistent with standards set forth in the industry.

Section 05 Inspection

Contractor and City will inspect the work on the last business day of each month at 8:30 am. Contractor and City will each review the checklist attached herein as Exhibit B to ensure all work performed by Contractor is being performed in a satisfactory matter. Any deficiencies shall be addressed at this time.

The monthly inspection requirement shall not preclude the City's ability to notify Contractor of any deficiencies at times other than the monthly inspection. Any deficiencies will be handled as set out in Section 11 of this Agreement.

Section 06 Building Security.

Contractor will lock all outside doors at all times except when the building is normally open to the public. Interior building doors will remain locked except while work in the immediate area in is progress. All doors (interior and exterior) will be locked when Contractor leaves the building.

Contractor must use safe practices at all times. Accepted safe practices includes, but is not limited to, turning off unnecessary lights; inspecting the area for fire hazards and taking corrective action to notify of any fire hazards; and closing/locking all outside doors and windows.

Contractor shall appoint a supervisor responsible for inspecting the entire building each work day to ensure that all work is complete and necessary doors are locked and unnecessary lights are turned off.

Section 07 Personnel

Personnel shall be limited to those of Kagista-Janitorial Services only. No subcontractors will be allowed without the written consent of the City.

7.01 – Background Checks/Security Clearance

All Contractor personnel must undergo a security check prior to commencing work at the Premises. All costs associated with the security check are the sole responsibility of the Contractor. Security checks are performed at the Alaska State Trooper's Office in Bethel by appointment only. *Contractor may not allow any employee who has not previously passed a security check to work on the Premises. Contractor may not employ any*

person, even if they have previously passed a security check, if they have been or are later convicted of ANY felony or ANY crime involving moral turpitude. If in doubt about qualifications, Contractor should consult with City.

A copy of the security clearance for each employee must be provided to the City prior to each employee commencing work on the Premises. For those already employed by Contractor, a copy of the security clearance must be provided within thirty (30) days of the signing of this Contract.

7.02 – Confidentiality

The business of the Office of Children's Services is confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other legal business is essential to the department's functions. Additionally, records relating to personnel issues, procurement proceedings, internal policy discussions, and other administrative issue are also confidential. All principals, officers, and employees of Contractor working in the Premises agree to keep confidential any and not disclose any information observed or overheard while on the Premises.

Contractor agrees that all of Contractor's personnel working on the Premises will complete and submit a Confidentiality Agreement, a sample copy of which is attached hereto as Exhibit C. Contractor agrees that any violation of the Confidentiality Agreement may mean a permanent removal of that person from the Premises.

Section 08 Hours of Performance

Contractor's services are to be performed two times per week: once on Wednesday of each week between the hours of 5:30 pm and 6 am the following day and again on the weekend between 8:00 pm on Friday and 11 pm on Sunday.

Section 09 Term of Contract

This is a month to month agreement beginning March 1, 2017 and can be terminated at any time by the City with written notice to Contractor at least fourteen (14) days in advance of termination.

Section 10 Compensation

A. Subject to the provisions of this Agreement, the City shall pay the Contractor a fixed rate of Four Hundred Ten (\$410) Dollars per month no later than the 10th day of each month.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to the Contractor in connection with performance of agreed upon duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the City.

Section 11 Complaints

City will appoint representative to serve as the point of contact for both the Office of Children's Services and the Contractor. Any complaints or concerns by either Contractor or the Office of Children's Services personnel shall be directed to the City's representative.

In the event City receives a complaint regarding inadequate service, the City's representative will contact Contractor and both will go inspect the complaint on the same day it is received. If the complaint is found to be valid, Contractor shall be given twenty-four (24) hours to correct the matter. If Contractor fails to correct the matter within the twenty-four (24) hour timeframe, the City may hire another firm or may use its own personnel to correct the matter. Costs incurred by the City will be deducted from any amounts due and owing to Contractor.

More than two (2) substantiated complaints in a thirty (30) day period and/or more than five (5) substantiated complaints in a three (3) month period shall be considered a breach of this Agreement and will be ground for termination of this Contract for cause.

Section 12 Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five calendar (5) days before the effective date of such termination. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with Section 3 of this Agreement and the other terms of this Agreement.

Section 13 Modifications

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

Section 14 Equal Employment Opportunity

The Contractor will not discriminate against any party because 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.

Section 15 Assignability

A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the

Contractor shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Contractor.

B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 16 Contractor to Remain in Good Standing

If at any time during the term of this Contract, Contractor becomes delinquent in the payment or collection of sales taxes, fees, charges or penalties, interest, or other amounts due or owing to the City, the City shall provide notice of termination of this Agreement for Cause. It is against both the City Code and the City policy to conduct business with any entity that is not in good standing with the City.

Section 17 Permits, Laws and Taxes

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

Section 18 Relationship of the Parties

In the performance of services under this Agreement, the Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of the City. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to City under this Agreement. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor.

Section 19 Agreement Administration

The On-Call Maintenance Worker for the City will be the representative of the City administering this Agreement.

Cell Phone Number: (907) 545-4242

Carl Hoffman will be the representative for Kagista-Janitorial Services.

Cell Phone Number: (907) 545-8402

Section 20 Defense and Indemnification

The Contractor shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Contractor under this Agreement. The Contractor shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "City," as used within this article, include the employees, agents and other Contractors/contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the

City's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Section 21 Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 22 Contractor Insurance

At all times during the duration of this Contract, Contractor agrees to maintain the following minimum insurance coverage/limits:

- A. Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- B. Commercial Auto Liability: covering all vehicles used by the Contractor in the performance of services under this Agreement with minimum coverage of \$300,000, combined single limit per occurrence.
- C. Worker's Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including, but not limited to, Federal U.S.L.&H. and Jones Act requirements. The policy must waive subrogation against the City.
- D. The City of Bethel shall be additional insured on a primary/non-contributory basis under each policy required to be maintained. Such additional insured endorsement shall also include a Waiver of Subrogation.

Section 23 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 24 Understanding

The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 25 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City of Bethel
Attn: City Manager
PO Box 1388
Bethel AK 99559
Fax: (907) 543-1394

Additional Notice to: City of Bethel Legal Department
PO Box 1388
Bethel AK 99559-1388
Fax: (907) 543-2936

Contractor: Kagista Janitorial Services
Attn: Carl J. Hoffman
PO Box 2064
Bethel AK 99559-2064

CITY OF BETHEL

KAGISTA-JANITORIAL SERVICES

By: Peter Williams
Title: Acting City Manager
Dated: _____

By: Carl J. Hoffman
Title: Partner
Dated: _____

- Exhibits:
- A – Map depicting areas to be cleaned
 - B – Sample inspection checklist
 - C – Sample Confidentiality Agreement

City of Bethel Action Memorandum

Action memorandum No.	AM 17-22		
Date action introduced:	March 14, 2017	Introduced by:	City Manager
Date action taken:	March 14, 2017	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Approve "Option 3" as proposed by SunLife Insurance Company for the purchase of 15 months of Stop Loss Insurance for City of Bethel's self-insured group health care benefits.

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

Attachment(s): Renewal Options Comparison Chart; SunLife Stop Loss Ins. Proposal

Amount of fiscal impact:		Account information:
	No fiscal impact	
	Funds are budgeted for.	
\$761,708.00	Funds are not budgeted. Budget modification is required.	Will be incorporated into FY18 budget

Background: City of Bethel has a self-funded health care plan for eligible employees. It is an established business practice for self funded plans to purchase what is often referred to as a "stop loss" insurance plan for "catastrophic" events that would have severe financial impacts on a self funded plan. A stop loss insurance policy ensures that the City's medical liabilities are limited.

The recommended stop loss policy is with a new vendor (SunLife) that offers the City several financial benefits. SunLife is offering a proposal with "No Lasers" at renewal - meaning that if any covered individuals experience high dollar claims during the contract period, SunLife will not increase the future deductible on that particular employee. In addition, SunLife's policy offers a credit program whereby the City receives a portion of any unused premium if actual claims are lower than projected.

The current stop loss terminates March 31, 2017 and the new policy will be in effect from April 1, 2017 through June 30, 2018, bringing the stop-loss policy in line with the City's fiscal year.

15 Months Annual Cost		<i>Option 1</i>	<i>Option 2</i>	<i>Option 3</i>
TPA		<i>RENEWAL w/Current Carrier</i>		
Reinsurance Carrier		Trusted Plan Service Corp HCC Life	Trusted Plan Service Corp Sun Life	Trusted Plan Service Corp Sun Life
Notes: ISL Options		\$60K w/2 Lasers 15 Month Contract	\$60K No Lasers at Renewal 15 Month Contract	W/TLO \$60K No Lasers at Renewal 15 Month Contract
Fixed Costs (PEPM)		PAID		
			27/15	27/15
Specific Insurance -Single	29	\$288.31	\$285.27	\$308.92
Specific Insurance - Family	54	\$757.47	\$694.30	\$752.10
Aggregate Insurance	83	\$15.13	\$13.66	\$14.56
Total Monthly Stop Loss Premium		\$50,520	\$46,899	\$50,781
Total Annual Stop Loss Premium		\$757,802	\$703,482.15	\$761,708



PROPOSAL

Brighter under the sun

Created for:
City of Bethel

Introduction

Thank you for the opportunity to provide your company with insurance protection. We are honored to offer this proposal to you.

Proposal presented to

City of Bethel
Address Unknown
Bethel, AK 99559

SIC Code: 9111

Proposal presented by

Sun Life Financial
One Sun Life Exec Park
112 Worcester St
Wellesley Hills, MA
02481 Tel: 877-736-4739

Benefits quoted

Aggregate Stop-Loss and Specific Stop-Loss

Proposed Effective Date

April 1, 2017

Things to know

- This proposal shows a summary of proposed benefits, rates, and underlying assumptions. It is not part of the group policy or a legal contract with Sun Life or its affiliated companies.
- This proposal is valid for 60 days, starting from March 1, 2017, and only for the proposed Effective Date.
- The rates shown may be subject to recalculation pending a) final enrollment, b) census data, and c) review of any additional data requested in the proposal. Please review the assumptions for information about how the rates were derived.

Producer licensing

All Sun Life companies require producers who use insurance quotes for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sale, or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person or by telephone, by e-mail, by fax, or otherwise.

Producer compensation

We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation arrangements, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business. For New York-issued cases, producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

Plan and rates

This proposal may be based on employee census information provided by the employer. Acceptance of the group and final rates will be determined by Sun Life based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy may be determined by all required final data and by underwriting rules, minimum participation requirements, and policy provisions in effect on the date coverage begins.

Underwriting companies

The Sun Life Financial group of companies operates under the "Sun Life Financial" name strictly as a marketing name, and no legal significance is expressed or implied. In the United States and elsewhere, insurance products are offered by members of the Sun Life Financial group that are insurance companies. Sun Life Financial Inc., the publicly traded holding company for the Sun Life Financial group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.



Stop-Loss

We are pleased to offer Stop-Loss insurance to employers. Our coverage provides a full range of services and features designed to make self-funding easier and more affordable. Here are some highlights:

- **Autonomy:** Receive fast, final decisions to underwriting and claim requests because we don't need to take the time to ask for a reinsurer's approval. As a direct-writer carrier, we retain 100% of the risk for our Stop-Loss policies.
- **Excellent Claims Service:** Experience a high standard of customer service, including an average 7- business-day turnaround time for complete Specific claim requests.
- **Money-Saving Programs:** Get SunResources® and SunEliteSM—both are provided to all Sun Life Stop- Loss customers. Sun Life nurse consultants work with administrators even before the Stop-Loss deductible is reached to help reduce claim expenses for the plan through SunResources'® access to specialized vendors. The SunEliteSM medical plan document review service delivers insight you can use to strengthen cost containment, federal law compliance, and discretionary authority language.
- **Comprehensive Policy:** Enjoy a Stop-Loss policy that covers a variety of managed care fees, off-label drug use, alternative care, state assessments, and state-mandated hospital surcharges. These reimbursable expenses can help lower the total cost of self-funding.
- **Flexibility:** Choose from a full range of plan designs to meet any budget. Designs include a range of deductibles and run-in and run-out options.
- **Customized Protection:** Tailor coverage with the innovative Cancer rider deductible (requires an in force Sun Life Cancer/Critical Illness policy), Aggregating Specific deductible, Monthly Aggregate Accommodation option, Clinical Trials option, and Advance Funding.
- **No New Lasers at Renewal:** Eliminate the potential for additional lasers with the No New Lasers at Renewal option. It includes the Renewal Rate Increase Cap to help make renewals even more predictable and stable.
- **Gapless Renewals:** Catch claims that would otherwise go uncovered between policy years with the Gapless Renewals option. This added coverage was created for claims that don't fall into the normal run-out pattern.
- **No Redisclosure at Renewal:** Rely on this to make things easier—you don't have to send in a large claims disclosure again at renewal.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Stop-Loss

Rates

No New Lasers at Renewal Option

Proposed Third Party Administrator: TRUSTEED PLANS SERVICE CORP.

Proposed network: First Choice Health Network and PHCS Private Health Care Systems

Specific Stop-Loss insurance			
Effective Date: 04/01/2017	Commission: 0%	SIC:	9111
Policy year end date: 06/30/2018			
Covered benefits	Medical including prescription drug plan		
Annual maximum: Unlimited			
Terminal Liability			
Claim Basis:	27/15		
Specific Deductible	\$60,000		
Aggregating Specific Deductible	\$30,000		
Employee tier/lives			
Employee only	29	\$308.92	
Employee and family	54	\$752.10	
Total Lives	83		
Monthly premium	\$49,572		
Policy year premium	\$743,576		
Aggregate Stop-Loss insurance			
Effective Date: 04/01/2017	Commission: 0%	SIC:	9111
Policy year end date: 06/30/2018			
Maximum Aggregate benefit: \$1,000,000		Corridor: 125%	
Claim Basis	27/15		
Internal maximum	\$60,000		
Employee tier/lives			
Medical			
Employee only	29	\$1,259.76	
Employee and family	54	\$1,259.76	
Total Lives	83		
Prescription Drug Card			
Employee only	29	\$348.68	
Employee and family	54	\$348.68	
Total Lives	83		
90% Minimum Attachment Point	\$1,802,257		
Aggregate premium			
Monthly Aggregate Accommodation	\$1.50		
Terminal Liability	\$1.00		
Monthly rate per employee	\$14.56		
Policy year premium	\$18,127		
Policy year cost summary			
Specific Deductible	\$60,000		
Internal maximum	\$60,000		
Total premium	\$761,703		
Aggregate Attachment Point	\$2,002,508		
Maximum exposure	\$2,764,211		

Included in this plan:

- Managed care discount for pre-certification, utilization review, medical case management
- Retirees not included for Specific coverage

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV

March 1, 2017

Quote # 26

- Retirees not included for Aggregate coverage
- Experience Rating Refund (See below for details)

Additional options:

- A discount may be available with the purchase of Group Life and/or LTD.

Experience Rating Refund:

On each Policy Anniversary, a retrospective Experience Rating Refund process is applied to the Specific Benefit.

If the Loss Ratio Percentage for the Policy Year is less than 75%, then 50% of the Surplus--up to a maximum of 20% of the Net Premium paid--will be returned to the policyholder as an Experience Rating Refund.

The Experience Rating Refund Endorsement is subject to the following conditions:

- "Surplus" will equal 75%, less the Loss Ratio Percentage for the Policy Year, multiplied by the Net Premium paid by the policyholder.
- The "Loss Ratio Percentage" will equal the total dollar amount of all Specific Benefit claims paid by Sun Life divided by the Net Premium paid for the Policy Year.
- "Net Premium" will equal the premium paid to Sun Life for the Policy Year, less the commission paid by Sun Life for the Policy Year.

The total dollar amount of Specific Benefit claims paid by Sun Life will be determined after the end of the Policy Year and the Run-Out Period, if any. The calculation to determine whether an Experience Rating Refund is payable will be made 6 months after the end of the Specific Benefit Claims Basis (including any Run-Out Period).

If an Experience Rating Refund is payable, it will be paid within 30 days after the calculation is made. In order to receive an Experience Rating Refund, the policyholder's Sun Life Stop-Loss policy must be in effect at the time the Experience Rating Refund payment is to be made.

Assumptions

- Clinical Trial Coverage: Costs relating to non-experimental and non-investigational treatment incurred as part of a clinical trial are covered as eligible expenses. Costs relating to experimental or investigational treatment are not covered.
- Mental/nervous/drug/alcohol coverage is based on current plan design.
- Advance Funding Endorsement included.
- This proposal includes our Monthly Aggregate Accommodation feature.
- This proposal includes our Terminal Liability option for Specific and Aggregate Stop-Loss. The extension period is 3 months.
- This proposal includes the No New Lasers at Renewal option and a Renewal Rate Cap of 50%. The Renewal Rate Cap applies to the Specific Stop-Loss rates and Aggregating Specific Deductible (if applicable), and it assumes there are no material changes to the policyholder's plan, the Stop-Loss policy, or the group being covered.
- This quote includes an Aggregating Specific Deductible.
- Quote based on current plan of benefits.
- We are offering a conditional 60 Day Early Lock option. You must provide all required information through 1/31/17 including but not limited to a signed SRQ and application. The information must be received no later than 3/16/17. This offer is no longer valid after 3/16/17.
- This proposal is part of the UBA block. If the composition of the block changes, further underwriting action may be necessary.
- This proposal assumes the mirroring amendment/endorsement is included. Mirroring of the employer's plan document is subject to review and approval by Sun Life and may impact the quoted rates. The employer plan document must be submitted within 90 days of the policy Effective Date and must include an executed signature page.
- This proposal assumes that the following cost containment program(s) will be in place on the Effective Date: Advantria Renal
- The standard dependent definition is an employee's spouse and unmarried natural, adopted, or step children, unless otherwise noted.
- This proposal assumes your plan covers only full-time and regular part-time hourly and salaried employees, unless otherwise noted.
- Common ownership of the business units.
- Notification of any employer-completed merger or acquisition.
- Final rates for Specific coverage are guaranteed for 15 months from the Effective Date, unless a change in risk occurs. Risk changes include plan or policy amendments; Third Party Administrator or Administrative Services Only changes; network or cost-containment vendor changes; enrollment shifts greater than 15%; participation shifts in each plan option greater than 10%; and addition/deletion of a subsidiary, division, affiliate, or associated company.

Individual claim assessments

- has a Specific Deductible of \$115,000. We will review and consider additional information. If an Identifier is referenced, please provide the name of this individual.
- has a Specific Deductible of \$115,000. We will review and consider additional information. If an Identifier is referenced, please provide the name of this individual.
- employee #0770, will be on a 12/12 basis.

Sold Case requirements

- Copy of plan document

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV

- Final census information through the end of the enrollment period, including age or date of birth, gender, zip codes, coverage codes, and identification of any HMO, retiree, COBRA, and noneligible employees
- Special Risk Questionnaire (SRQ)
- For cases with run-in only:
 - Pending hospital expenses and known confinements that have not yet generated a bill
 - Pre-certification billing through 2 weeks prior to the Effective Date
 - Outstanding claims due to subrogation, audit, contested denials, or any other reason
- For cases with 12/12 or run-outs: pre-certification billing through 2 weeks prior to the Effective Date

Issuance of a contract is subject to submission of all Sold Case and Proposal Contingencies.

Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 07-SL REV

Disclosures

Policy

disclosures Stop-

Loss

Exclusions

We do not reimburse for any of the following:

- Expenses for medical services rendered to a Covered Person by the Covered Person's family member or relative.
- Expenses that are payable or reimbursable under any Workers' Compensation Law or similar legislation.
- Expenses for any cosmetic Treatment as defined in Your Plan. This exclusion does not apply to expenses relating to breast reconstruction after mastectomy.
- Expenses for any Experimental or Investigational Treatment, or for any hospital confinement or Treatment that results from Experimental or Investigational Treatment.
- Expenses for any transplant not included in the definition of Transplant.
- Expenses relating to non-human organ or tissue transplants, gene therapies, xenographs or cloning.
- Expenses for any Treatment administered outside the United States if the Covered Person traveled to the location where the Treatment was received for the purpose of obtaining the Treatment.
- Expenses for benefits in excess of Your Plan's limits, or expenses that are excluded under Your Plan.
- Expenses in excess of the Usual and Customary Charge.
- Any amount paid by You in excess of a negotiated provider discount, or any penalty or late charge incurred, or any discount lost, unless previously approved in writing by Us at Our U.S. Headquarters.
- Expenses associated with the administration of Your Plan including, but not limited to, claim payment fees, cost containment administrative fees, PDP administration fees, PPO access fees, premium functions, medical review and consultant fees, unless otherwise covered under this Policy.
- Expenses paid by You relating to any litigation concerning Your Plan, including, but not limited to, attorneys' fees, extra-contractual damages, compensatory damages and punitive damages.
- Any portion of an expense which You are not obligated to pay under Your Plan, or which is reimbursable to You under:
 - Another group health benefit program; or
 - A government or privately supported medical research program; or
 - Medicare; or
 - Any coordination of benefits or non-duplication of benefits provision of Your Plan; or
 - Worker's compensation; or
 - Any other source.
- Expenses incurred by a person who is employed by You at any unit, subsidiary or division of Yours that has not been underwritten by Us.
- Expenses incurred for any illness or injury due to, or aggravated by, war or an act of war, whether declared or undeclared.
- Expenses paid by You for any Treatment authorized or approved under any provision of Your Plan which:
 - Allows the plan administrator to approve alternative care or alternative treatment; or
 - Allows the plan administrator to alter, modify, or waive Plan provisions or limitations, or
 - Grants You or Your plan administrator discretion to approve coverage for Treatment not otherwise covered under Your Plan;unless the Treatment satisfies the criteria for Alternative Care set forth in Section II.
- Expenses covered under a Prescription Drug Plan, unless Prescription Drug Plan coverage is a Covered Benefit on the Schedule

March 1, 2017

of Benefits.

- Expenses for any Transplant if You have a separate insurance policy that covers Transplants for Covered Persons regardless of whether the Covered Person is covered by that policy.
- Notwithstanding any other Policy provision, We will not reimburse any expense incurred by any employee, or by the employee's dependents, where the employee is a member of: (a) a division, unit, group, subsidiary, affiliate, or class of employee of the Policyholder; or (b) an association, trust, cooperative or similar organization connected with the Policyholder, that is not covered by the Plan as of the Policy Renewal Effective Date.

General disclosures

1. For current financial ratings, please visit www.sunlife.com.

The Sun Life Financial group of companies operates under the “Sun Life Financial” name strictly as a marketing name, and no legal significance is expressed or implied. In the United States and elsewhere, insurance products are offered by members of the Sun Life Financial group that are insurance companies. Sun Life Financial Inc., the publicly traded holding company for the Sun Life Financial group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

2. Value-added services are not insurance, are offered only on specific lines of coverage, and carry a separate charge, which is added to the cost of the insurance. The cost is included in the total amount billed. Emergency Travel Assistance is provided by Assist America®. Identity Theft Protection is provided by SecurAssist®, an Assist America program. Online Will Preparation and Claimant Support Services are provided by ComPsych®. Employee Assistance Program (EAP) work/life services are provided by ComPsych®. EAP By DesignSM, EAP EssentialSM, EAP CompleteSM, and EAP Business ClassSM are service marks of Sun Life Assurance Company of Canada. Services are provided in partnership with ComPsych® Corporation and are not insurance. HealthChampionSM (a health care support service) is provided by ComPsych®. Absence Management Services are provided by ComPsych®. ComPsych® is a registered trademark of ComPsych Corporation. Convenience Resources and Adult/Elder Care Support are provided by Harris, Rothenberg International, Inc., a service provider not affiliated with Sun Life. The benefit-specific sections of this proposal will note if any of these services are available to employees. The entities that provide the value-added services are not contractors of Sun Life and Sun Life is not responsible or liable for the care, services, or advice provided by them. Sun Life reserves the right to discontinue any of the services at any time.

Service guarantees: if we do not meet our service standards, the employer is given a refund as a percentage of premium covered by these guarantees. Service guarantee payment not to exceed the lesser of 3% of annual premium or \$5,000. Certain limitations apply.

Any payment will be paid, by check, at the end of a policyholder’s policy year. To obtain payment, a policyholder must request it in writing. Sun Life Financial will determine whether a payment is made. Sun Life Financial’s maximum liability under this guarantee is limited to the lesser of 3% of a policyholder’s annual premium or \$5,000. The maximum payment for breach of the service standard is one-third of the maximum liability, or \$1,667 for each Claim Service, Customer Service, or Overall Satisfaction Guarantee. These service guarantees are available to all 100%-employer-paid and partially-employer-paid plans.

Group insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 93P-LH, 98P-ADD, 07-SL REV 7-12, 07P-LH-PT/07C-LH-PT, 01P-ADD-PT/01C-ADD-PT, GP-A, GC-A, 12-GP-01, 15-LF-C-01, 15-ADD-C-01, 12-DI-C-01, 13-SD-C-01, 12-AC-C-01, 13-ADD-C-01, 12-GPPort-P-01, 13-ADDPort-C-01, 15-

LFPort-C-01, 12-STDPort-C-01, 12-ACPort-C-01, 13-SDPort-C-01, TDBPOLICY-2006, and TDI-POLICY. In New York, group insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 13-GP-LF-01, 13-LF-C-01, 13-GP-LH-01, 13-ADD-C-01, 13-LTD-C-01, 13-STD-C-01, 06P-NY-DBL, 07-NYSL REV 7-12, GP-A, GC-A, 12-GP-SD-01, 13-SD-C-01, 12-GP-01, 12-AC-C-01, 12-GPPort-01, 13-LFPort-C-01, 13-ADDPort-C-01, 12-STDPort-C-01, 12-ACPort-C-01, and 13-

SDPort-C-01. Product offerings may not be available in all states and may vary depending on state laws and regulations.

This coverage does not constitute comprehensive health insurance (often referred to as “major medical coverage”) and does not satisfy the requirement for Minimum Essential Coverage under the Affordable Care Act.

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Sun Life Assurance Company of Canada

Application for Stop-Loss Insurance



1 Plan sponsor information

Full legal name of plan sponsor City of Bethel	Policy number (office use only)	
Address P.O. Box 1388	Policy effective date (mm/dd/yyyy) 04/01/2017	
City Bethel	State AK	Zip code 99559

2 Subsidiaries, affiliates, divisions, and locations

Please list all subsidiaries, affiliates, divisions, and locations to be covered under the Stop-Loss policy.

1.
2.
3.
4.
5.
6.
7.
8.

3 Requested Coverage

Please select the coverage(s) being applied for.

Specific Benefit

Specific Benefit Deductible \$60,000	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Family
Aggregating Specific Deductible (if applicable) \$30,000	
Specific Benefit annual maximum eligible expenses per Covered Person \$	OR <input checked="" type="checkbox"/> No maximum
Specific Benefit lifetime maximum eligible expenses per Covered Person \$	OR <input checked="" type="checkbox"/> No maximum

Aggregate Benefit

Aggregate Benefit maximum \$1,000,000	Aggregate Benefit maximum eligible expenses per Covered Person* \$60,000
---	--

* Individual or family option applies to all selected coverages

4 Proposed benefits: rates, covered lives, and aggregate deductible factors

Specific Benefit enrollment:

	Rate	Lives
Employee only	\$308.92	29
Employee and family	\$752.10	54

Total: 83

Specific Covered Benefits:

Medical including prescription drug Medical excluding prescription drug

Aggregate Benefit enrollment:

	Medical	Prescription Drug
Employee only	29	29
Employee and family	54	54
Total	83	83

Aggregate Deductible Factors (ADFs):

	Medical	Prescription Drug
Employee only	\$1,259.76	\$348.68
Employee and family	\$1,259.76	\$348.68

Monthly Aggregate Accommodation (MAA)

Aggregate Benefit Premium Rates:

Monthly Rate: \$14.56 Annual Rate: \$ Other: _____ rate: \$

5 Claims basis

Contract basis		Specific Benefit	Aggregate Benefit
12/12	Incurred and paid	<input type="checkbox"/>	<input type="checkbox"/>
15/12	3 month run-in	<input type="checkbox"/>	<input type="checkbox"/>
18/12	6 month run-in	<input type="checkbox"/>	<input type="checkbox"/>
24/12	12 month run-in	<input type="checkbox"/>	<input type="checkbox"/>
12/15	3 month run-out	<input type="checkbox"/>	<input type="checkbox"/>
12/18	6 month run-out	<input type="checkbox"/>	<input type="checkbox"/>
12/24	12 month run-out	<input type="checkbox"/>	<input type="checkbox"/>
Incurred		<input type="checkbox"/>	N/A
Paid		N/A	<input type="checkbox"/>
Other: 27/15		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Terminal Liability Option:		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

3 months Other

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6 For employers that are providers of medical services (e.g. hospitals, clinics, etc.)

The Related Provider Reimbursement Percentage applied to Eligible Claims Expenses for Related Provider Services will be N/A% for the Specific Benefit and N/A% for the Aggregate Benefit.

7 Retiree Information

1. Specific Benefit: Is retiree coverage included? Yes No
2. Aggregate Benefit: Is retiree coverage included? Yes No

8 Additional benefits (Must be approved by underwriting)

The following benefits are available to enhance your Stop-Loss coverage.

Clinical Trials Benefit Provision

Elect Decline

No New Special Conditions Rider at Renewal

Elect Decline

9 Fraud warnings

Please read the fraud warning below before signing this form. Where noted, state law requires that we notify you of the following:

General fraud warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

AR, LA, MA, NM, RI, and WV: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DC: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FL: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KS: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud as determined by a court of law.

ME, TN, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

MD: Any person who knowingly OR willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly OR willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

9 Fraud warnings, continued

NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OR and VA: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

10 Certification and signature

Please return this form and all additional required documentation to your Sun Life Financial sales office.

This application does not bind coverage. The applicant agrees to provide Sun Life Assurance Company of Canada with a current census of all eligible individuals, disclosure of all special risks on the Special Risk Questionnaire and a complete Plan document no later than the effective date specified in section 1. Upon approval of this application, Sun Life Assurance Company of Canada will issue a Stop-Loss insurance policy with insurance coverage to become effective on the effective date. This application will be attached to and made a part of the Stop-Loss policy.

The policy will be void if the applicant has concealed or misrepresented any material fact or circumstance concerning the subject of this application.

I have read or had read to me the fraud warning for my state.

Name of authorized representative of plan sponsor	Title	
Signature of authorized representative X	Today's date	
Signature of agent/broker X		
Print name of agent/broker		
Florida agent/broker license ID number	Amount paid with this application	
Countersigned by licensed resident agent (when required by law) X	\$	

Contact us

- | | |
|--|--|
|  By mail
Sun Life Assurance Company of Canada
P.O. Box 9133
Wellesley Hills, MA 02481 |  By fax
781-304-5383 |
|  www.sunlife.com/us |  Customer Service 800-247-6875 M–F 8:00 a.m. – 8:00 p.m., ET |

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Sun Life Assurance Company of Canada

Stop-Loss Special Risk Questionnaire



Sun Life Assurance Company of Canada has responded to your request for a stop-loss insurance proposal. Before we make a final offer of coverage, we must be aware of any special risks. Please complete the form and return it to your Sun Life representative at least 30 days prior to the proposed stop-loss policy effective date.

It is important that this form be completed in full and signed. Failure to complete and sign it could delay the requested coverage.

1 Definition of special risk

A person covered under your benefit plan (including employees, their dependents, retirees, former employees on COBRA, or any person being newly enrolled or re-enrolled in your plan after prior exhaustion of their benefits under it) is considered a special risk if he or she meets any of the following criteria:

A person is a special risk if he or she is:

- Confined to a medical facility (acute, skilled or rehabilitation); or
- On a left ventricular assist device (LVAD), ventricular assist device (VAD), or ventilator dependent; or
- Experiencing a high risk pregnancy as determined by your pre-certification, case management or pregnancy management vendor; or
- Currently receiving dialysis or has been diagnosed with end stage renal disease; or
- Not actively at work due to disability or is working reduced hours due to illness or injury; or
- An employee who is not actively at work due to disability, or who has been absent from work more than 10 consecutive days within the past 12 months, or who is working reduced hours due to illness or injury.

A person is also a special risk if he or she has been diagnosed with, or treated for, any of the following conditions in the past 12 months:

ICD-9	ICD-10	Diagnosis
V42.xx	Z48.22-Z48.288	Transplants
042-044	B20	HIV
140-199	C00.00-C80.0	Malignant Neoplasm/Carcinoma
200-208	C83.30-C95.00	Lymphoma/Leukemia
253.2-253.3	E23.0	Growth Hormone Deficiency
272.7	E75.21-E75.6	Gaucher's Disease
277	E84.9	Cystic Fibrosis
286-286.5	D66-D68.31	Hemophilia
335.2	G12.21	Amyotrophic Lateral Sclerosis (ALS)
340	G35	Multiple Sclerosis
342-344	G81.00-G82.50	Cerebrovascular Diseases/Stroke
393-429, 518	I09.2-I51.4, J98.11-J98.19	Heart/Lung Disease
430-436	I60.0-I67.8	Cerebrovascular Diseases/Stroke

ICD-9	ICD-10	Diagnosis
570-573	K72.00-K76.1	Chronic Liver Disease
577-577.1	K85.0-K86.10	Acute Chronic Pancreatitis
584-587	N17.1-N26.9	Acute/Chronic Renal Failure
651	O30.009	Multiple Gestation
758-779	Q90.0-P90	Neonatal (High Risk Infants)
800-804	S02.0XXA-S02.91XA	Intracranial Injury
805-806	S12.9XXA-S12.000A	Spinal Cord Injury
850.4-854	S06.0X64-S06.890A	Intracranial Injury
860-869	S27.0XXA-S36.4X4S	Major Trauma
874, 875, 879	S11.019A, S21, 101A, S21.001A	Major Trauma
900-909	S15.009A-T36.4X4S	Major Trauma
940-949	T26.50XA-T30.4	Severe Burns
952-953	S14.101A-S14.2XXA	Spinal Cord Injury

2 Disclosure of special risk(s)

There are two ways to disclose an individual who is a special risk.

1. You may disclose an individual who is a special risk by providing one or more of the following reports. Please check "Yes" or "No" to indicate whether the report is being provided, list the report date, and attach a copy of the report.

Report	Provided	Report Date
Trigger Diagnosis report	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	02/03/2017
Pending/denied claims reports with diagnosis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	02/03/2017
Subrogated claims report	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Pre-certification reports with diagnosis within the last 6 months	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	02/03/2017
Report listing any plan participant who has incurred or is expected to incur medical expenses (including drug expenses) greater than 50% of the specific benefit deductible or \$50,000, whichever is less	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	02/03/2017
Updated Denied Claims	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	02/27/2017

2. You may also disclose an individual who is a special risk on the following chart. Please attach additional pages as needed. If there are no individuals to report, please write "None to Report" in the first row of the chart.

Individual's name or member identification number	Category	Date of birth or age	Gender	Diagnosis/Medical condition	Date of Diagnosis or Disability, if known	Date expected to return to work, if applicable
	E=Employee D=Dependent R=Retiree C=COBRA F=FMLA O=Other continuee					

3 Acknowledgment and signature

In accordance with our stop-loss policy, if you fail to disclose an individual who should be disclosed as a special risk, we have the right to revise premium rates, deductibles, deductible factors, and other terms and conditions of the policy, according to our underwriting practices, retroactive to the policy's original effective date.

Your signature on this form represents to us that you or your authorized representative have:

1. Consulted with your pre-certification, utilization review and case management vendors, your current or former third party administrator, and your prior stop-loss carrier, as needed, to obtain the information required to complete this form.
2. Consulted with your Human Resources department to identify employees on FMLA, extended sick leave, leave of absence, or short- or long-term disability.
3. Disclosed each individual covered under your benefit plan who is, or may be, a special risk as of the date you signed this form.

Legal name of policyholder City of Bethel		Effective date of coverage 04/01/2017
Name of authorized representative of plan sponsor (please print)		Title
Signature X		Date

Contact us

-  **By mail**
Sun Life Assurance Company of Canada
Attn: Stop-Loss Internal Sales Support
One Executive Park
Wellesley Hills, MA 02481
-  **By fax**
781-304-5392
-  www.sunlife.com/us
-  **Customer Service 800-247-6875** M–F 8:00 a.m. – 8:00 p.m., ET

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Sun Life Assurance Company of Canada

Direct Deposit Authorization for Stop-Loss Policyholders



To enjoy the safety and convenience of Sun Life Financial's direct deposit services, simply complete this form and return it to your Sun Life Financial representative.

1 Policyholder Information

Please PRINT clearly.

Policyholder name		Policy number	
Street address			
City		State	Zip code
Name of authorized representative signing this form		Title	Phone number

2 Financial Institution

Please attach a **voided check** to this form for verification of all bank/financial institution information.

Name of bank/financial institution	
City and state of bank/financial institution	
Policyholder's account number at bank/financial institution	Bank/Financial institution routing number

3 Insured Authorization Statement

I hereby authorize Sun Life Assurance Company of Canada, including any of its subsidiaries and affiliates, to make all payments due under the policy listed above by direct deposit to the account designated above. This authorization shall be effective until further written notice from me, or another legally authorized representative, is received by Sun Life Assurance Company of Canada.

To correct any overpayments credited to this account, I hereby authorize and direct the financial institute designated above to debit this account and refund such overpayment to Sun Life Assurance Company of Canada.

Signature of authorized representative X	Date
---	------

Sun Life Assurance Company of Canada

Stop-Loss Administrative Worksheet



1 Broker information

Fill out this form and send it to Sun Life Financial with the application.

Questions? Please speak to your Sun Life Group Sales Representative.

Broker name			
Account manager name			
Firm name			
Street address	City	State	Zip code
Phone number		Fax number	
Email address			

2 TPA information

If you have additional TPAs, please check here and include additional pages with the same information requested at the right.

TPA name			
Account manager name			
Street address	City	State	Zip code
Phone number		Fax number	
Email address			

3 Policyholder information

Policyholder company name	
Policyholder contact name	
Phone number	Fax number
Email address	
<input type="checkbox"/> RX Carve Out	RX Vendor

4 Administrative information

Commissions are payable to:
Who will report and remit premiums? <input type="checkbox"/> Broker <input type="checkbox"/> TPA <input type="checkbox"/> Policyholder <input type="checkbox"/> Other:
Who will submit renewal data? <input type="checkbox"/> Broker <input type="checkbox"/> TPA <input type="checkbox"/> Policyholder <input type="checkbox"/> Other:



January 31, 2017

City of Bethel
Attn: Lori Strickler
VIA Email: lstrickler@cityofbethel.net

License Type:	Package Store	License Number:	5542
Licensee:	Steve Chung		
Doing Business As:	Tundra Liquor Cache		

- New Application**
 Transfer of Ownership Application
 Transfer of Location Application
 Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

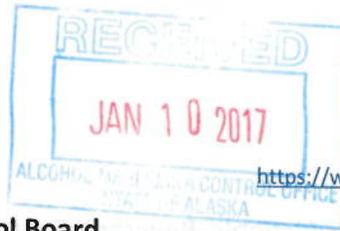
A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

What is this form?

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 - Establishment and Contact Information

Enter information for the business seeking to be licensed.

Licensee:	Steve Chung		
License Type:	Package Store	Statutory Reference:	04.11.150
Doing Business As:	Tundra Liquor Cache		
Premises Address:	105 Hoffman		
City:	Bethel	State:	AK ZIP: 99559
Local Governing Body:	City of Bethel		
Community Council:	None		

Mailing Address:	Po Box 3067		
City:	Bethel	State:	AK ZIP: 99559

Designated Licensee:	Steve Chung		
Contact Phone:	907 545 0467	Business Phone:	907 543 4445
Contact Email:	STEEB001022@YAHOO.COM		

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

OFFICE USE ONLY			
Complete Date:		License Years:	License #:
Board Meeting Date:		Transaction #:	
Issue Date:		BRE:	



Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 2 – Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

0.6 Miles

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

0.3 Miles

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4.
 If more space is needed, please attach a separate sheet with the required information.
 The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:	Steve Chung				
Address:	Po Box 03067				
City:	Bethel	State:	AK	ZIP:	99559

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 4 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:



Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:		AK Formed Date:		Home State:	
Registered Agent:			Agent's Phone:		
Agent's Mailing Address:					
City:		State:		ZIP:	

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

Section 5 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses: Yes No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 6 – Authorization

Communication with AMCO staff: Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

SL

I certify that all proposed licensees have been listed with the Division of Corporations.

SL

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

SL

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

SL

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

SL

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Signature of Notary Public

Printed name of licensee

Notary Public in and for the State of



My commission expires:

Subscribed and sworn to before me this 27 day of December, 2016.



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board
Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Steve Chung	License Number:	
License Type:	Package Store		
Doing Business As:	Tundra Liquor Cache		
Premises Address:	105 Hoffman		
City:	Bethel	State:	AK
		ZIP:	99559

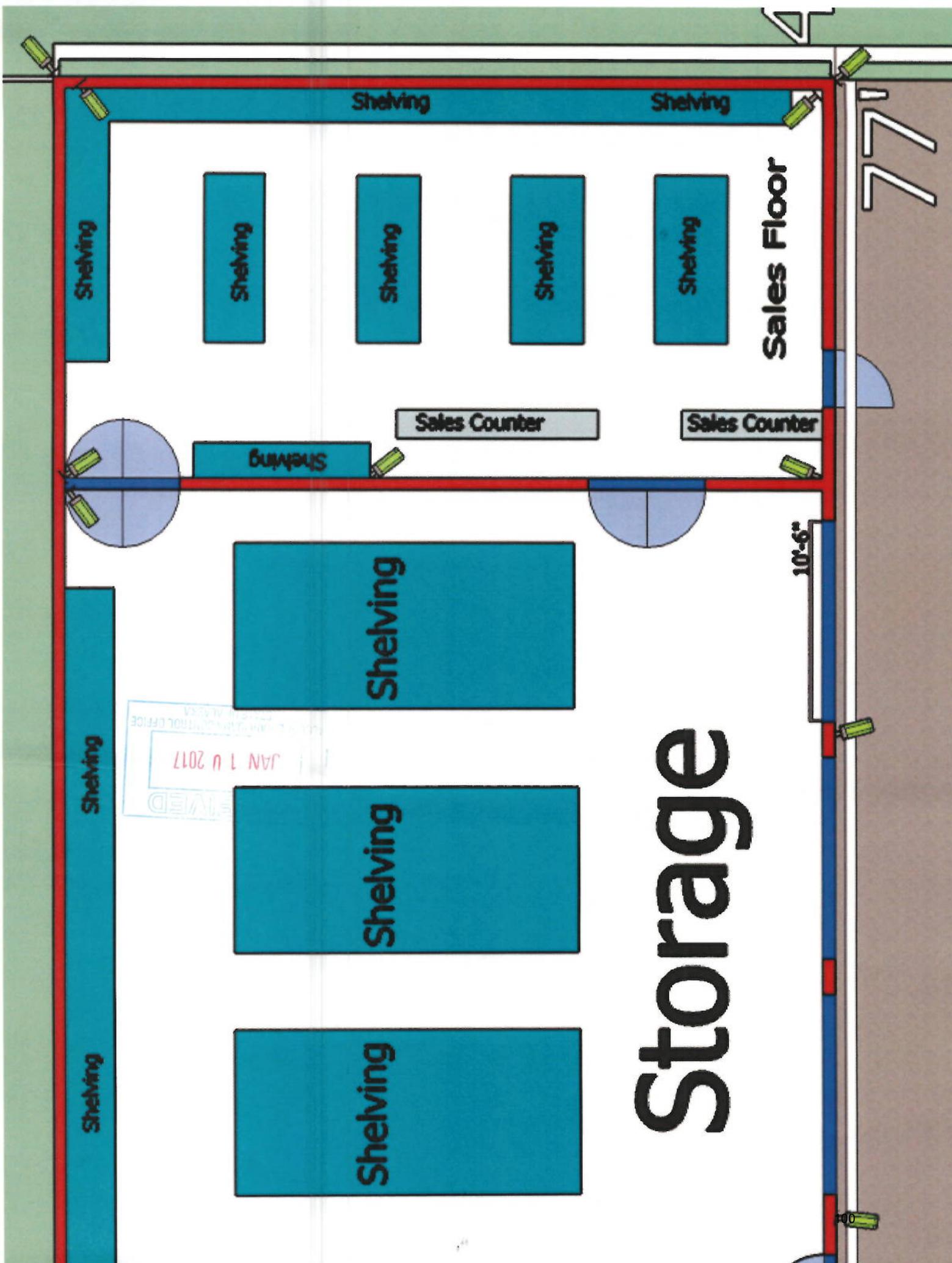


Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



Shelving

Shelving

Shelving

Shelving

Shelving

Shelving

Shelving

Sales Floor

Sales Counter

Sales Counter

Shelving

Shelving

Shelving

Shelving

Shelving

Shelving

Storage

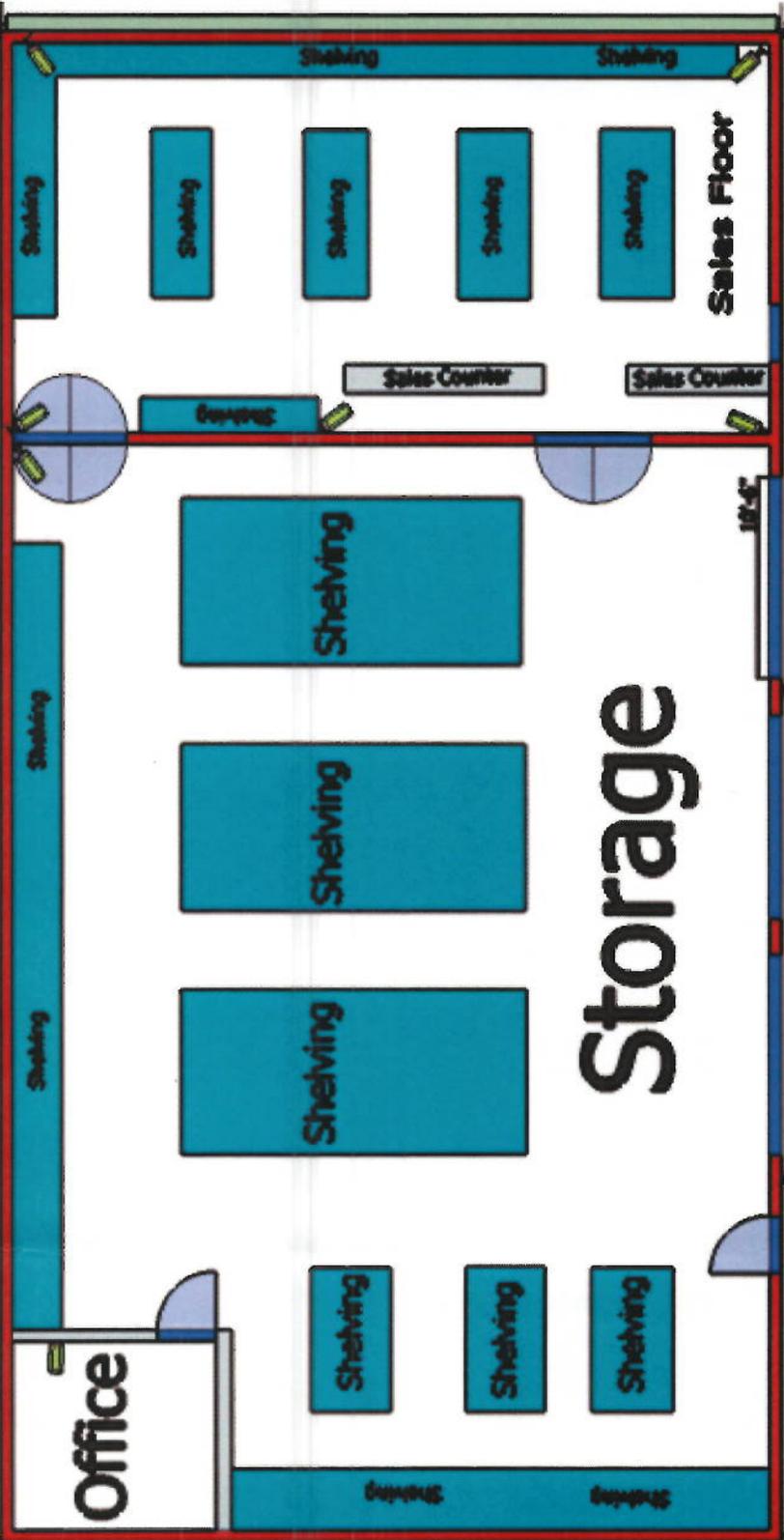
RECEIVED
JAN 11 2017
FARM MARKET CONTROL OFFICE
ALBANY, NY

10'-6"

77

133'

56'



77'

77'

Parking Area

Parking Area

Parking Area

Storage

Office

Sales Floor

Sales Counter

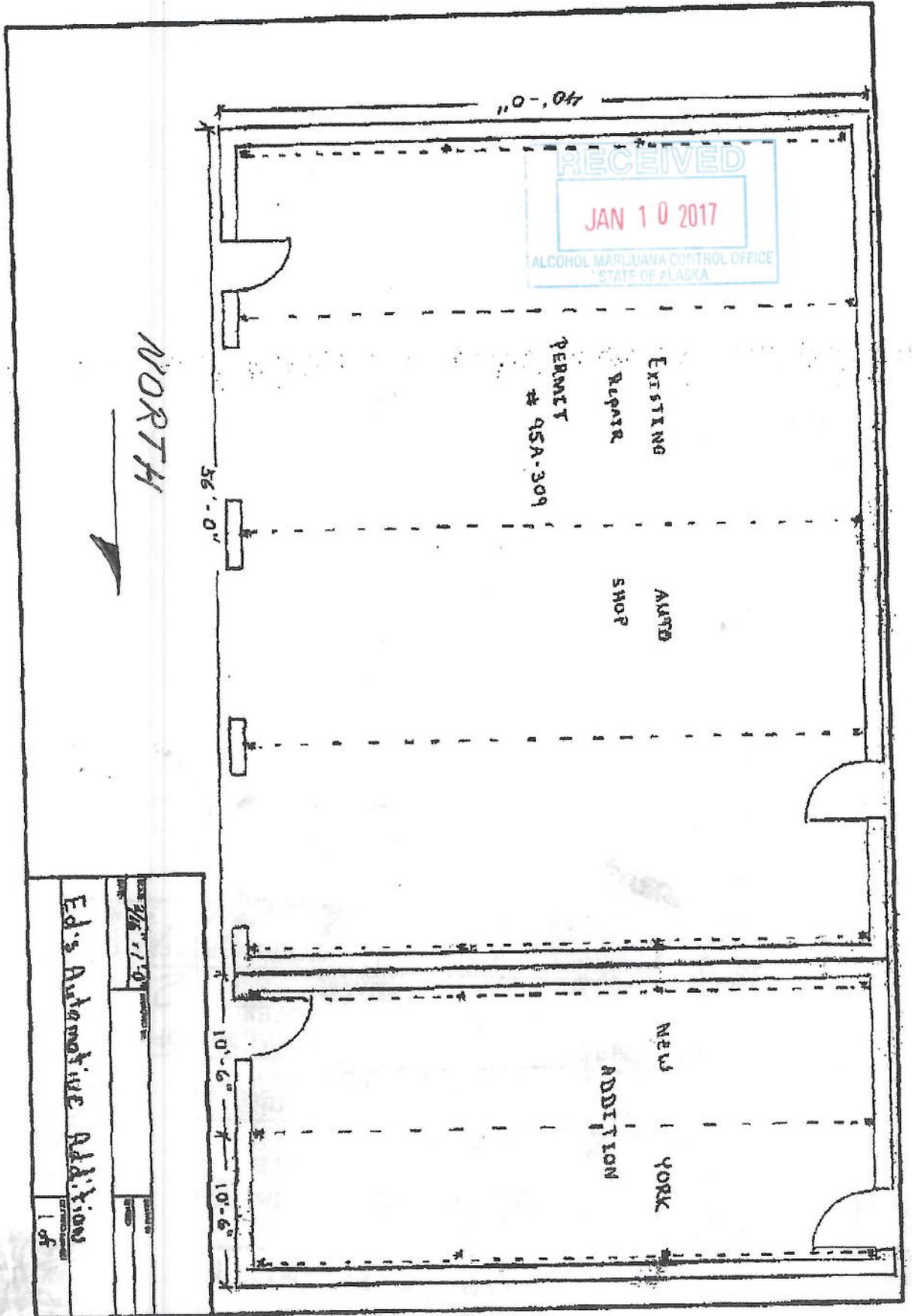
Sales Counter

Reception

Shelving

Hoffman Road

Original Blue Print



Mayor's Report

City Manager's Report

CITY MANAGERS REPORT

February 21 to March 6,2017

Police Dept.- discussed the current staffing levels with the Police Chief and his goal is to have two officers per shift plus one supervisor at night. Currently to achieve this goal the officers are working overtime. I think a decision will have to be made that if at the current staffing level were to continue as they are, would we feel comfortable with less officers per shift or perhaps as smaller depts. do simply not have someone on duty certain hours of the day. This would mean that if two officers are needed for a call someone would have to be on call. This would probably be the consequence of spreading the current staff out to cover the 168 hrs. per wk. The other option is to try to have the CSO's and CSP's scheduled with an Officer who could report an incident to an officer. The Police Chief did not think this was the best idea. It seems after discussing this and the pros and cons of re-scheduling the staff our biggest problem is finding qualified personnel for the officer's positions.

Public Works - the V&E Dept. has hired a temp mechanic. The PW Admin Assistant has been given access to Caselles Asset module to list all the City's vehicle's and equipment. She also has been working on producing Titles for the same vehicles along eliminating Titles to vehicles we don't own any longer. All this will be important for the V&E dept. so V & E can keep track of what we have and to schedule repairs. Utility Maintenance had some water lines freeze up in Bethel Heights.

HR Dept. – HR Managers' evaluation was completed. The HR Managers biggest accomplishment has been to develop a HR Dept., that in my view, didn't exist except on paper before she took charge. A Drug and Alcohol and a Vehicle Operations policy was issued to city employees. She has made major accomplishments related to the City's health insurance and retention and recruitment of city employees in all of the depts.

Fire Dept.-The Fire Chief and myself discussed the rates for ambulance services and his feeling was that they should be increased. He reported that the insurance companies would not object. I suggest that these funds should be put back into the fire depts. budget., maybe the fleet replacement fund. The fire dept. could do the same as Port has done for the port office and save enough over a period of time to purchase vehicles as needed. The Finance Director suggested we look into purchasing used fire vehicles and I've asked the Fire Chief to look at this option. The Fire Chief also has a Loan/Lease program I asked him to research and I've forwarded this idea to the Finance Director.

Planning Dept.- reviewed with the Planning Director and CA Czary's site plan and LIQ. Lic.; Reviewed the Planning Comm. Packet; AT&T cell tower demolition (Fire and Police Depts. were involved also) ; ONC proposed easement; provided info for the dog park;

Asked to be kept updated on YKHC and DOT plans for the highway in regards to the new hospital.

Finance Dept.- The Finance Director has started to review the departments budgets; the auditors are back working on the FY-16 budget, hopefully we they finish by the end of March; the auditors also stated that we will have to make some changes to our procurement code too use Federal funds: Blue Cross will now be sending the city the checks for ambulance services instead of the customer who had requested the ambulance service who was to forward the check to us. Reviewed and denied two appeals for sales tax exemptions. Finance Director is reviewing our training and travel policy looking at the expense reporting requirements.

Port – I have promoted Allen Wold to Acting Port Director. The City received 5 bids to construct a new **Port Ops. Ctr.** one bid was accepted that met our budget criteria, the alternates, fire alarm and sprinkler system along with communication's tower had to be dropped but we hope to negotiate with some in –kind services to bring them back into the mix. Terminal Tariff #005 went to the publishers and chapter 14 or the BMC completed for review for the Port Comm. This chapter will be on the March 28th council agenda for introduction. Budget prep underway with the Act. Port Director, Admin. Assistant and myself reviewing it.

Sewer Lagoon/Jetty Project. - Received a proposal from the engineer/project management team that was accepted by the Administration. We expect to have a contract worked out in time for the Councils agenda on March 28th. The Business Plan that is needed to qualify for the project will be done in two weeks. AHNTC has requested ONC sign a cooperative agreement stating that the ONC membership will benefit form the new sewer and water trucks that the City will put into service next fall.

Institutional Corridor – MOA between BNC, YKHC and the City agreeing to the realignment of the pipeline across their properties. Bids to put in the helices will start March 10th,2017. This project is finally moving forward.

Bethel Bank Stabilization Project – The purchases of the Jung and Active will probably take place before May 1st. The credits we will receive for past property purchases is being tallied. It looks like we will not need funding for this project till the beginning of 2018. The original match amount was for one-million dollars which I think we have whittled down \$188,000 or less.

CITY OF BETHEL,

MARCH 1, 2017

ON BEHALF OF ORUTSARARMIUT NATIVE COUNCIL SENIOR SERVICES, WE THANK & RECOGNIZE YOUR COLLABORATIVE ASSISTANCE AS A COMMUNITY PARTNER. WE THANK YOU FOR YOUR KIND & GENEROUS CASH DONATIONS, IN-KIND WATER & SEWER ASSISTANCE, FACILITY SPACE & INFRASTRUCTURE OVER THE YEARS. IT IS BECAUSE OF THESE TYPES OF DONATIONS WE ARE ABLE TO SUBSIDIZE OUR OPERATIONAL COSTS ASSOCIATED WITH PROVIDING BASIC & SUPPLEMENTAL SERVICES THAT MEET THE NEEDS OF ELDERS LIVING IN BETHEL. THE CITY IS ALL TOO WELL FAMILIAR WITH THE OPERATIONAL OVERHEAD COSTS WITH PROVIDING THESE SERVICES. IT IS BECAUSE OF COMMUNITY PARTNERS LIKE YOU THAT WE ARE ABLE TO CONTINUE TO PROVIDE THESE VITAL SERVICES, & MAKE OUR COMMUNITY A MORE ELDER FRIENDLY COMMUNITY IN REMOTE ALASKA.

Quyana

ORUTSARARMIUT NATIVE COUNCIL
SENIOR SERVICES

Management Team Reports

MEMORANDUM



DATE: March 7, 2017

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – March 14, 2017 Bethel City Council Meeting

Grant Projects

Sewage Lagoon Rehabilitation

The City terminated contract negotiations with the Michael Foster & Associates and immediately picked up negotiations with CH2M, the second Engineer firm to respond to the City's Request for Proposals to design the sewer lagoon rehabilitation project. Once contract negotiations are completed at the City Administration level, one contract will be sent to USDA-RD and the other contract will be sent to the Alaska Dept. of Environmental Conservation for their review and approval. The engineer firm being hired will be responsible for designing dredge operation, baffle purchase and installation, and truck dump site repairs; environmental clearances, preparing bid documents; project management through construction; and inspections.

The City's request for alternative management procedure was approval by the Alaska Department of Environmental Conservation. As a result, the Department prepared legal agreements for the City to sign before the City can be reimbursed for its purchase of one sewer truck and one water truck.

Grant Approved

Playground Surface Material

The City's grant request for \$10,000 to purchase surface material for playgrounds was approved by APEI, the City's insurer. The City must provide a match of \$10,000, making the total project cost equal to \$20,000. This will be the last year this surface material grant will be offered.

Grant Application Submitted

State Homeland Security Program

I prepared and submitted the FFY 2016 State Homeland Security Grant application. The City's top priority request was the aerial collection of GIS mapping information. This information will help the Planner in the performance of his duties and provide better location information to the Police Dispatchers using the E-911 system.

City Legislative Priority Requests

In January, the City's five legislative capital request packages were emailed to the Governor's office, regional legislators, and uploaded on the CAPSIS database system.

Business Plan

I am preparing the Water and Sewer Utilities Business Plan, as required by the Alaska Department of Environmental Conservation, before construction grant funds will be made available. One engineer firm valued the development of the plan at \$25,776.

**City of Bethel
Grant Summary
Calendar Year 2017**

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
USDA-RD and DEC	Water and Sewer grants and loan	Sewer Lagoon Rehabilitation Project	Public Works	Ongoing	USDA: \$3,332,358 DEC: \$4,464,167

Submitted in Calendar Year 2017

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant \$ Match
AK Division of Homeland Security & Emergency Mgmt.	State Homeland Security Program	Video camera system, repeaters for radio signals, police active shooter training.	Police, Fire, Port, Public Works	2/17/17	\$350,000 est.
State of Alaska	State Capital Requests	Institutional Corridor, Road Around H-Marker Lake, Ladder Truck, Small Boat Harbor.	PW, Fire, Port	12/16	\$9,670,752
AK Dept. of Transportation & Public Facilities	FY 2018 Community Transit Grant	Bethel Transit System operations.	Public Works	12/16	\$250,597 \$80,500

Approved

Most recent first

Alaska Public Entity Insurance	Surface Material Grant	Playground surface material (woodchips)	Parks & Rec.	1/16	\$10,000 \$10,000
Total					\$10,000

Not Approved

Most recent first

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CITY OF BETHEL

P.O. Box 1388 Bethel, Alaska 99559
907-543-2047
FAX # 543-3817

March 7th, 2017

February Finance Department Report

To: Peter Williams

From: Jim Chevigny, Finance Director

What I have discovered is the extent to which there are opportunities to improve the City's finance area, from internal procedures to relationships with vendors, such as with our banks.

There is much to accomplish, which makes focusing on moving forward somewhat challenging, yet the priorities are the annual audit, the 2018 budget and design and implementation of a system for collecting past due sales taxes. I am doing a lot of listening, as the sooner I can absorb the history of various subjects the sooner I can be productive. I want to shorten the learning curve as much as possible.

The independent auditors completed their first week of field work and Hansel and Sam have been their primary contacts. Their second week of field work is 3.6.17 and they are well on their way. Apparently last year was a real "challenge" and what they see this year is real improvement.

I have held meetings with several dept. Directors and the week of 3.6 am holding my second round with each. I was impressed each Director's knowledge of their budgets, what each line item is for and how they fit with the overall city's finances. All are well aware of these being lean times with the State and that their capital expenditures will require a route other than State grants.

Past due sales taxes are on their way to being resolved, starting with an accurate line item accounting of each past due account. We are starting with the largest amounts due and working the list down. The system is in place and going forward it is strictly a matter of personnel to track down the history of each account so that an accurate accounting is assembled. Once we are ahead of the immediate crunch, we will move the work to the City's Caselle accounting system, which will expand our ability to accurately and timely track the accounts.

To: Pete Williams, City Manager
From: Ted Meyer, Planner
Subject: **February 2017 Activity Report**
Date: February 28, 2017

1. AT&T Cell Tower Demolition (Feb 14)

With other city departments, coordinated a public safety plan for demolition of the AT&T tower with New Horizons Telecom, Inc.

2. ONC Proposed Easement for Access to Planned Subdivision

Received metes and bound and engineered drawing from engineering firm and forwarded to management.

3. The following are all active applications at various stages in the permitting process:

Site Plan Permit Application and Parking Variance

- YKHC 54-unit apartment building

Conditional Use Permit Applications (3)

- YKHC hospital expansion project
A workgroup consisting of YK consultants, DOT&PF and City Planning has been formed and meets every other week to review traffic mitigation alternatives as a result of the hospital expansion project.

- 2 liquor license CUP applications

Bethel Liquor Store CUP application scheduled for Planning Commission hearing on March 9.

YKHC Right of Way Vacation

Planning Commission hearing scheduled for March 9.

Preliminary Plats (3)

One preliminary plat determined complete; two waiting for more required information.



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907-543-2047

TO: City Manager
FROM: Human Resources
SUBJECT: February 2017 Manager Report

DATE: February 28, 2017

The following identifies significant projects that were in addition to general personnel action-based activities (hiring, terminations, benefits review, employee education, etc.):

Training

Participated in three webinars during the period. The first was offered through one of the City's 457 plan vendors and related to retirement preparation (tax planning strategies). All Departments were advised of its availability, and other City staff may have participated.

The second webinar was offered by the City's insurance carrier, APEI and provided information on the Family Medical Leave Act and the Alaska Family Leave Act, specifically how the two work together.

The final webinar was offered through the Alaska Chapter of the Society of Human Resource Managers and focused on workplace investigations – how to determine if an incident meets the criteria to require an investigation, how to conduct one if needed, and what to do with the results.

In addition, HR created a training agreement template that can be used City-wide when an employee is selected to participate in City-sponsored training for skills that exceed the requirements of their current position. In these cases, the agreement identifies the cost to the City for the training (amount of money the City is investing in the employee's training) and City's expectation that the individual remain employed by the City for a set period of time following completion of the training. The agreement also discloses that should the individual not remain employed with the City for the agreed-upon period, the City will pursue repayment of the cost of the training.

Health Care

Participated in two meetings with the City's broker, The Wilson Agency to evaluate the plan renewal proposals. Renewals include our third party administrator (processes enrollments and claims), stop-loss insurance carrier, life/disability insurance carrier and the City Employee Assistance Program (EAP) provider. Contracts meeting the BMC threshold should be going to Council for approval during the first meeting in March, as the City must renew the administrative support pieces by April 1, 2017.

Transit Program

Obtained the historical percentages associated with terminating any class or program within PERS. These percentages are established annually and determine the amount the City must

pay towards the state's unfunded PERS liability. The estimated amount would be due from the state until the unfunded liability is fully paid (no identified end date for payments).

Recruitment

The City's public safety personnel will be representing the City at March's local job fairs, to include the high school career fair. HR will be representing the City at the Fairbanks and Mat-Su job fairs to assess their value as a recruiting hub.

In addition, HR and Public Works' staff have reviewed the course syllabi for heavy equipment/diesel and plumbing/heating certifications offered at the Alaska's Institute of Technology (AVTEC) in Seward. Building on the City's success in recruiting from the local YUUT-offered CDL course, HR will attend AVTEC's job fair in April and attempt to recruit newly-trained mechanics or plumbing/heating students to the City's open positions. Because AVTEC engages in rural outreach throughout Alaska, recruiting at this venue may be very productive.

The hiring process continues to be refined. HR introduced a final "Request to Hire" form that includes a wage justification matrix. The request is submitted by the Department Head to the City Manager. In situations where a Department Head wishes to hire at any step above entry level, the matrix standardizes the process City-wide, recognizing experience, special skills, and other quantifiable factors. The Request to Hire form ensures the City is in compliance with the Union Contract, which requires the City Manager, HR, and the Finance Director to approve hiring an employee above the entry level.

A total of 55 applications were received during January and February of 2017 for advertised positions.

Position	Number of Applications	Hire Date	Number of Pending Apps Awaiting Action (only those received 1/1/17-2/28/17, older apps may still be pending)
City Clerk Asst.	7	1/16/17	0
Community Service Patrol/Officer	14		14
Dispatcher	8		8
Driver – Hauled Utility	6	2/21/17 3/7/17	4
Firefighter/EMT	4	N/A – No Current Opening	0
Heavy Equipment Mechanic	2	N/A – Promoted Internally on 2/27/17	0
Police Lieutenant	1		1
Police Officer	4		4
Property Maint. Worker	2	N/A – Promoted Internally on 2/20/17	0
Utility Maint. Worker	7		7

Job Descriptions/Classification

Created job descriptions for Utility Maintenance Worker, Vehicle and Equipment Foreman, and Heavy Equipment Mechanic.

Revised job descriptions for Landfill Manager and Landfill Technician; essential functions, level of responsibility and education/skill requirements were updated to match actual job requirements. As a result, both positions were reclassified on the union scale to be in-line with positions of similar responsibility and requirements.

Risk Management

Researched on-line training opportunities available to City staff to review/refresh skills and knowledge associated with the operation of large vehicles. These courses are offered by the City's insurance vendor at no additional cost to the City and can be assigned as needed to employees.

The Drug Free Workplace policy has been updated to better explain the City's requirements under federal law, particularly with respect to marijuana. The revision also highlights the City's definition of accident and possible consequences/mitigation steps that the City may engage in to reduce its overall risk. HR will roll out the revision personally on March 1st to ensure all employees have an opportunity to ask questions about the policy.

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



TO: Peter Williams
FROM: Allen Wold City Dock Attend./Opts
SUBJECT: February 2017 Managers Report

- **Small Boat Harbor**
 - Tracked down lien holder of the vehicle at the SBH. Sent them a notice of impound.
 - Keeping areas around dumpsters clean as much as possible.
- **City Dock**
 - We have had customers in and out of the City Dock getting to their stored cargo.
 - Containers and offices have been organized.
- **Petroleum Dock/Sand Shed**
 - Repairing floats. 2 down 1 to go that's at the sandshed.
 - Clearing snow around containers for customers.
- **Port Office**
 - Port Office is out for bid.
- **Admin**
 - Monthly Storage Billing for customers.
 - Been getting to know the BMC Chapter 14 and the Terminal Tariff #005
 - Putting together the final draft of the Tariff.
 - Putting together the final draft of the BMC Chapter 14.
 - Writing a BMP (Better Management Practices) for the Port Attendants.
 - Ordered new Port Commission jackets. (Backorder)
 - Ordering everything needed from Chinook (Tariff, Permits, Invoices, Logo Magnets)
- **Misc./Vehicles**
 - Mail run for City Hall.
 - Allen Wold Is the Acting Port Director
 - Servicing our own vehicles. (Dump truck, 950-E Loader, D-5 Dozer, & Pickup Trucks)
 - Safety checks along the seawall and overflows.

- Fixing cable fencing.
- Picking up as needed where needed.
- Maintaining gates and Locks from freezing.

Peter Williams
Port Director

-



CITY OF BETHEL
Fire Department

William F. Howell III, Fire Chief
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: February 27, 2017
TO: Pete Williams, City Manager
FROM: Bill Howell, Fire Chief
SUBJECT: February 2017 Management Report

Current Events

- I attended the annual AML/Alaska Fire Chiefs Leadership Summit in Juneau from February 6 to the 10th. During this time, I was able to meet with our legislators and speak to the ladder truck capital priority and other issues supported by Alaska's Fire Chiefs. Of special interest: the proposed GEMT program which will allow fire departments to receive additional reimbursements through Medicaid.
- Purchase documents were submitted to YKHC for the new ambulance. YKHC is reviewing the documents for compliance with their policies.
- Specifications and pricing are complete for a new ladder truck and tanker for the department. Funding/financing options are being sought for one or both of these vehicles should our capital request to the State be unsuccessful.
- We are working with Livingston-Slone architects of Anchorage to approve plans for a proposed 54-unit YKHC staff housing on the State Highway next to the Pre-maternal home.
- We are working on submitting new ambulance fees including fees for mileage.
- Comments on Tundra Liquor Cache were forwarded to administration for review.
- One bed bug was found on 26 February. A resulting investigation revealed the source of the reoccurring infestations. We are working with the responsible parties to assist in elimination of the pests from a private home.

Emergency Planning/Homeland Security

- On February 24th we met with the Division of Forestry(DOF) regarding the upcoming wildfire season. Topics of discussion included the interoperable radio communications and cooperator agreements. We will be working with DOF to program radios and may be forwarding a desired cooperative agreement to administration in the near future.
- We have had several meetings with Bethel Search and rescue regarding the upcoming search and rescue conference here in Bethel and future coordination between Search and Rescue and the City Fire Department.
- The Department is working with Red Cross to install smoke detectors at the Bethel Trailer Court in March. Bethel Fire Department will fully support this project with personnel and equipment.
- Portable radios were purchased with funds obtained through a Homeland Security Grant and a Volunteer Fire Assistance grant. This purchase was through a NASPO contract.

Training

- On 02-07-17 at 7:00 p.m., a combination Firefighter and EMT meeting was held at the fire station. Staff and volunteers participated in the BVESA Board Elections.
- On 02-09-17 at 7:00 p.m., a Fire Meeting was held at the fire station. Staff and volunteers reviewed modern fire attack techniques with the “SLICE-RS” mnemonic and conducted a “dollhouse” burn demonstration to show the effects of ventilation on fire development and flow path.
- On 02-21-17 at 7:00 p.m., a Firefighter and EMT Meeting was held at the fire station. Staff and volunteers reviewed current events and received their flu shots and PPD skin tests.
- On 02-23-17 at 7:00 p.m., the Fire Meeting cancelled due to low turnout.
- Captain Solesbee has scheduled the delivery of a State of Alaska Firefighter-I Course from April 1 – July 22. Additionally, the first State of Alaska Firefighter-II Course for our department is scheduled from August 28 – September 30. Recruitment for these courses began and will continue through March.
- A State of Alaska EMT-1 course is being scheduled for November 2017.
- A Confined Space Entry class has been scheduled for March 22-23, 2017. This class will afford City of Bethel personnel better knowledge of and technical proficiency during operations for entry and rescue in confined spaces.

- The department is preparing to send two members to the Prince William Sound Regional Citizen's Advisory Council's Marine Firefighter Symposium in May 2017. Last year, two volunteer Firefighter/EMTs attended this training. These members presented a class on techniques our members should apply during firefighting operations on marine vessels.

Responses

- The Bethel Fire Department responded to 104 EMS and 11 Fire incidents during the month of February.
- Alcohol-related EMS calls for service represented 43.2% (45 incidents) of the total number of responses during the month of February.
- On 2-08-17 at 1:56 p.m. firefighters responded to Swanson's for a fire in the tunnel in the back of the store. On arrival, firefighters found a fire in the rear of the store outside in the tunnel that houses the fire water pipes. Firefighters extinguished the fire and returned to quarters.
- On 2-10-17 at 1:03 a.m., Firefighters responded to BNC Unit 24 for the report of smoke. On arrival, firefighters observed light smoke inside the complex. Firefighters found the cause of the smoke was burned food in an oven. Firefighters reset alarm and cleared.
- On 02-19-17 at 5:48 a.m. medics responded to the area of Fifth Avenue for the report of a person who was assaulted and attempted suicide. The patient was assessed and transported to the hospital with Bethel Police assistance.
- On 02-20-17 at 5:15 p.m. medics responded to H-Marker Lake for the report of a vehicle accident. The patient was assessed and transported to the hospital.
- On 02-20-17 at 9:24 P.M. medics responded to Akakeek Street for the report of a person with a stab wound. The patient was assessed, treated, and transported to the hospital.
- On 02-21-17 at 11:15 a.m. firefighters responded to M.E. School for the report of a carbon monoxide alarm. Firefighters obtained air samples from throughout the school and found no evidence of carbon monoxide. A malfunctioning detector caused the alarm.
- On 02-23-17 at 1:28 a.m. medics responded to the VFW for the report of a person who was unresponsive and possibly not breathing. Upon arrival, medics and Bethel Police performed CPR and transported the patient to the hospital.
- On 02-24-17 at 6:45 p.m., medics responded to City Subdivision for the report of two toddlers found outside of house and mother asleep inside. The children were placed into OCS custody. Medics cleared the scene.

Vehicles & Equipment

- Our newest ambulance Medic 5 broke down or would not start at least three times this month. Repairs of this vehicle have consumed much of our outside vehicle service budget during FY 17.
- The Department's 1980 Ladder Truck is currently out of service due to a non-working boom and defunct pump.
- Both of the snowplows we own are not working. We are relying on public works to keep up on the snow removal while a solution is being sought.
- Engine 3, our 1986 Grumman reserve pumper, is still out of service to repair a leaking tank, relief valve, tank to pump valve and pump packing. This work is being performed by department staff. The department is trying to locate sandblasting contractor or equipment to descale and epoxy coat the water tank. Failure to treat the water tank in this fashion would result in continued pitting and eventual failure.

Budget/Financial

- The department is working with administration to make a replacement ladder truck a legislative priority. We are also seeking USDA grants/loans and exploring other funding sources.
- The department is operating within budgetary guidelines.
- The department is working with finance to correct a budget error in our purchased services, acct# 10-60-669. This account was erroneously funded at \$4,000 when it has traditionally been budgeted at \$22,500. The department has already spent over \$8,000 from this account. No change to the proposed amount was noted in any of the Council actions during the budget hearings.
- Demands on personnel, career and volunteer have been significant this year with unprecedented call volume. The department is using off duty staff on standby and call back pay to cover open slots in the shifts and provide a minimum of two personnel on duty at all times. Callback and FLSA overtime budgets are being drained because of this.

Grants

- Final reports for the 2013 SCBA grant were submitted this month.
- The Department received \$40,000 in funding for 10 portable radios through the 2016 Homeland Security grant. A vendor has been selected and specifications are being determined.
- The department has VFA grant funds to purchase portable radios. This grant is approximately \$11,000 and requires a 10% city match. A vendor has been selected and specifications are being determined.

- The Department applied to the FEMA Assistance to Firefighters Grant for 38 sets of firefighter turnouts. The request totaled \$102,000 with a match of only 5%.

Staffing/recruitment

- The Department is fully staffed.
- Volunteer Firefighters and EMT's are needed. If you or someone you know might be interested, please invite them to contact the Fire Chief or Fire Captain. Applications are available at the fire station or can be emailed to potential applicants.

City Clerk's Report

1-12-2017
 1-18-2017
 1-31-2017
 3-1-2017

Kusko Liquor Store Application Notice Received (Maczynski)
 Bethel Liquor Store Application Noticed Received (Saliu)
 Tundra Liquor Cache Application Notice Received (Chung)
 ACC Liquor Store Application Notice Received (North West Co.)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
FEBRUARY			1	2 Administrative Report of Kusko Liquor emailed to Council	3	4
5	6	7 Administrative Report of Bethel Liquor Store emailed to Council	8	9	10	11
12	13	14 Council's Consideration Of Kusko Liquor	15	16	17	18
19	20 Administrative Report of Tundra Liquor Cache emailed to Council	21	22	23 Special Planning Commission Meeting	24	25
26	27	28 Council's Consideration Of Bethel Liquor				

1-12-2017
 1-18-2017
 1-31-2017
 3-1-2017

Kusko Liquor Store Application Notice Received (Maczynski)
 Bethel Liquor Store Application Noticed Received (Saliu)
 Tundra Liquor Cache Application Notice Received (Chung)
 ACC Liquor Store Application Notice Received (North West Co.)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
MARCH			1	2	3	4
5	6	7	8	9 Planning Commission Meeting	10	11
12	13 **Deadline to submit protest on Kusko Liquor	14 Council's consideration of Tundra Liquor Cache	15	16	17 **Deadline to submit protest on Bethel Liquor Store	18
19	20	21 Administrative Report of ACC Liquor Store due to Council	22	23	24	25
26	27	28	29	30	31	

1-12-2017
 1-18-2017
 1-31-2017
 3-1-2017

Kusko Liquor Store Application Notice Received (Maczynski)
 Bethel Liquor Store Application Noticed Received (Saliu)
 Tundra Liquor Cache Application Notice Received (Chung)
 ACC Liquor Store Application Notice Received (North West Co.)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
APRIL						1 **Deadline to Submit Protest on Tundra Liquor Cache
2	3	4	5 Alcohol Beverage Control Board Meeting	6	7	8
9	10	11 Council's consideration of ACC Liquor Store	12	13	14 Planning Commission Meeting	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29 **Deadline to submit protest on ACC Liquor Store

Sincerely,

A handwritten signature in blue ink that reads "Jedediah Smith". The signature is written in a cursive style with a long horizontal stroke at the end.

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

What is this form?

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to be licensed.

Licensee:	The North West Company (International) Inc.		
License Type:	Package Store	Statutory Reference:	4.11.150
Doing Business As:	ACC Liquor Store		
Premises Address:	1110 Bridge Avenue, Unit No. 1		
City:	Bethel	State:	Alaska
		ZIP:	99559
Local Governing Body:	Bethel		
Community Council:	N/A		

Mailing Address:	77 Main Street	Attention: Legal Department		
City:	Winnipeg	State:	Manitoba	ZIP: R3C 1A3

Designated Licensee:	Walter Pickett		
Contact Phone:	907-273-4642	Business Phone:	
Contact Email:	wpickett@northwest.ca		

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

OFFICE USE ONLY			
Complete Date:		License Years:	License #:
Board Meeting Date:		Transaction #:	
Issue Date:		BRE:	





Alaska Alcoholic Beverage Control Board
Form AB-00: New License Application

Section 2 – Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

1.3 miles to Akiak School (5227 Akiak Drive)

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

0.3 miles to Immaculate Conception Catholic Church (775 Eddie Hoffman Hwy)

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 4 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	NWC (U.S.) Holdings Inc.				
Title(s):	Shareholder	Phone:		% Owned:	100
Address:	550 West 64th Avenue, Suite 200				
City:	Anchorage	State:	Alaska	ZIP:	99518-1720

Entity Official:	Rex Wilhelm				
Title(s):	Director, President	Phone:	907-273-4662	% Owned:	
Address:	6800 Crooked Tree Circle				
City:	Anchorage	State:	Alaska	ZIP:	99507-7005

Entity Official:	Walter Pickett				
Title(s):	Director, Vice President	Phone:	907-273-4642	% Owned:	
Address:	19211 Upper Skyline Drive				
City:	Eagle River	State:	Alaska	ZIP:	99577-7936

Entity Official:	John King				
Title(s):	Treasurer	Phone:	204-934-1397	% Owned:	
Address:	11 Yager Cove				
City:	Winnipeg	State:	Manitoba	ZIP:	R3R 3S8





Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 4 - Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Paulina Hiebert				
Title(s):	Secretary, Vice President	Phone:	204-934-1756	% Owned:	
Address:	8039 - 184th Street				
City:	Edmonton	State:	Alberta	ZIP:	T5T 4S6

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	



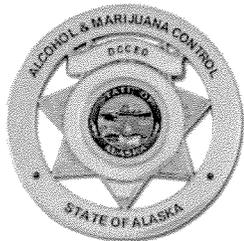
Alcohol and Marijuana Control Office

**Alaska Alcoholic Beverage Control Board
New License Application
Schedule "A"**

**The North West Company (International) Inc.
DBA ACC Liquor Store
1110 Bridge Avenue
Unit No 1
Bethel, Alaska 99559**

Licensee	Doing Business As	License Type	Address
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	100 Main Street Sand Point, Alaska
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	175 Main Street McGrath, Alaska
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	106 Nicholoff Way Cordova, Alaska
The North West Company (International) Inc.	AC Express/ Bells Flats	Package Store	11012 Rezanof Drive West Kodiak, Alaska
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	1300 Craig Klawock Highway Craig, Alaska
The North West Company (International) Inc.	Nome Liquor Store	Package Store	205 Front Street Nome, Alaska
The North West Company (International) Inc.	Nome Liquor Store	Package Store	303 Front Street Nome, Alaska
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	908 Nome-Teller Highway Nome, Alaska
The North West Company (International) Inc.	The Bottle Stop	Package Store	East Bank of Eskimo Creek King Salmon, Alaska
The North West Company (International) Inc.	AC Quickstop	Package Store	131 Akakeek Street Bethel, Alaska





Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	120143	AK Formed Date:	12/18/2008	Home State:	DE
Registered Agent:	National Corporate Research Ltd.		Agent's Phone:	1-800-221-0102	
Agent's Mailing Address:	3085 Mountainwood Circle				
City:	Juneau	State:	Alaska	ZIP:	99801

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

Section 5 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses: Yes No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

See attached Schedule "A"

Section 6 – Authorization

Communication with AMCO staff: Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

Josilda Rodrigues / Paulina Hiebert



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board
Form AB-00: New License Application

Section 7 - Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.



I certify that all proposed licensees have been listed with the Division of Corporations.



I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.



I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.



I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.



As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Walter Pickett

 Signature of licensee

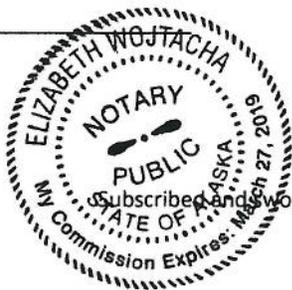
Elizabeth Wojtacha

 Signature of Notary Public

Walter Pickett

 Printed name of licensee

Notary Public in and for the State of Alaska



My commission expires: 3/27/19

Subscribed and sworn to before me this 12th day of December, 2016.





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The North West Company (International) Inc.	License Number:	5544		
License Type:	Package Store				
Doing Business As:	ACC Liquor Store				
Premises Address:	1110 Bridge Avenue, Unit No. 1				
City:	Bethel	State:	AK	ZIP:	99559



Executive Session

Additional Information
