City of Bethel
Port Commission Agenda

Regular Meeting
March 21, 2016 - 7 pm
City Council Chambers, City Hall, Bethel, AK

Commissioners

Alan Murphy
Chair
Term Expires 2015
(907)543-2805

Greg Roczicka
Vice-Chair
Term Expires 2017
(907)543-2903
groczicka@hotmail.com

Richard Pope
Port Commissioner
Term Expires 2017
(907)543-1900
bethelalaskapc@gci.net

Alisha Welch
Council Member
Term Expires 2017
(907)545-6026
arwelch@cityofbethel.net

Ex-Officio

Peter A. Williams,
Port Director
(907)545-4150
pwilliams@cityofbethel.net

Nathan Greydanus
Port Admin
(907)543-2310
ngreydanus@cityofbethel.net

Allen Wold
City Dock Attendant
(907)543-2310
awold@cityofbethel.net

i. **CALL TO ORDER**

ii. **ROLL CALL**

iii. **PEOPLE TO BE HEARD**

iv. **APPROVAL OF AGENDA**

v. **APPROVAL OF MINUTES FROM THE REGULAR MEETINGS**
-APPROVAL OF MINUTES FROM THE RESCHEDULED MEETING FEB. 15, 2016

vi. **SPECIAL ORDER OF BUSINESS**

vii. **DEPARTMENT HEAD COMMENTS**

viii. **UNFINISHED BUSINESS**
-Terminal Tariff #005 (For Discussion)
-FY-17 Budget (For Discussion)

ix. **NEW BUSINESS**
-Bethel Bank Stabilization Project
-New Port Office

x. **COMMISSION MEMBER'S COMMENTS**

xi. **ADJOURNMENT**

DRAFT

I. City of Bethel Port Commission Meeting Minutes

FEBRUARY 15, 2016 Regular Meeting 7 p.m. Bethel, Alaska

I. CALL TO ORDER

MEETING CALLED TO ORDER AT 1907 (7:07 P.M.)

II. ROLL CALL

COMMISSIONERS PRESENT:
CHAIRMAN MURPHY, COMM. POPE, COMM WELCH, COMM. ROCZICKA

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

MOVED:	Comm. Roczicka	Approval of Agenda
SECONDED:	Comm. Pope	
VOTE ON MAIN MOTION	4-0	

V. APPROVAL OF MINUTES

MOVED:	Comm. Welch	Approval of Minutes from Dec. 21, 2015
SECONDED:	Comm. Pope	
VOTE ON MAIN MOTION	4-0	

VI. SPECIAL ORDER OF BUISNESS

MOVED:	Comm. Roczicka	Election of Offices
SECONDED:	Comm. Pope	
VOTE ON MAIN MOTION	4-0	

VII. PORT DIRECTOR'S REPORT

VIII. UNFINISHED BUISNESS

IX. NEW BUSINESS

MOVED:	Comm. Welch	Amending Terminal Tariff #4 naming rates, rules, and regulations effective as of May 1, 2016
SECONDED:	Comm. Roczika	
VOTE ON MAIN MOTION	4-0	

MOVED:	Comm. Roczicka	Small Boat Harbor-To create a seasonal permit for overnight moorage on the beaches in the SBH. The Cost of the permit will be $60.
SECONDED:	Comm. Welch	
VOTE ON MAIN MOTION	4-0	

MOVED:	Comm. Rocizcka	Support for the funding for the State of Alaska and Facility Grant Program.
SECONDED:	Comm.	
VOTE ON MAIN MOTION		

X. COMMISSION REPRESENTATIVES COMMENTS

XI. ADJOURNMENT

Respectfully Submitted:

_____

Alan Murphy, Chairman

APPROVED THIS _____ day of_____ 2016.

ATTEST: _____

PORT OF BETHEL

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

TO: Ann Capela

FROM: Peter A. Williams- Port Director

SUBJECT: - Febuary,2016 Managers Report

Out of the office from March 4 to March 8,2016

PORT ADMINISTRATION ACTION ITEMS AND ACTIVITIES

- **SMALL BOAT HARBOR-** Repairs to the floats is still ongoing and we will continue through the month of March.
- **Active/Jung Parcels-** the appraisals for theses lots were forwarded to the Office of Special Trustees (OST) for approval. The BIA thinks the City/Port will be able to purchase these parcels by June of 2017.
- **City Dock/Petro Dock-** USCG will inspect the city dock on March 3thd and preparations were made for their visit. Crowley has started working on their boats and barges. Will be working in the yard on the weekends.
- **FY-17 Budget-** Draft was forwarded to the Finance Dept and the Port Commission for discussion.
- **Port Office-** The contents to the Port Office were totally loss due to a fire on Feb. 16th. Antennas, cameras and IT's hardware that are on the poles were not damaged and can be used again. A lot of files had been scanned over the last few years and original documents and surveys were removed over the years. As soon as the fiber optic cable is disconnected from the building the Port will use our own equipment to remove the building too the landfill. The poles will be reused. I'm not sure at this time if the cameras will be operational this season.

  We will temporally operate out of two modelers on the city dock and a office at City Hall. In April and May one of the modules will be set up on the dock across from Northstar Gas and used for doing business with the public.

  The design of the new building is underway. I've meet with the project managers, Pro-Dev, for five hours on Feb.23. Hopefully Pro-Dev and the City attorney can get together to work out a contract in March. We hope to have the RFP and contract ready for the City Councils approval by May 24. It appears that a 1400 sq.ft. building is what we will need to accommodate our requests. Before we meet with Pro-Dev we were figuring building costs to be around $250.00 per sq.ft for a 1200ft.sq. building. I've been informed to

expect the building cost to be at $600.00 per sq. ft. When we were scoring the RFP's we noticed that there wasn't any buildings that were comparable to our request. Village clinics and a small fire station were the closet to anything the same size.. At $600.00 per sq.ft means approximately $418,000 more would have to be funded from the Ports undesignated fund balance. I've requested a cost estimate of the materials and construction costs after the design is finished. We will review the estimate before we any bids are published.

Peter Williams
Port Director

PORT OF BETHEL

TERMINAL TARIFF NAMING RATES, RULES, AND REGULATIONS for

TERMINAL SERVICES

At

THE PORT OF BETHEL, ALASKA

TERMINAL TARIFF #005

Adopted by
Ordinance 16-
Effective June 1,
2016

NOTICE TO THE PUBLIC
This tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees, and carriers, that the rates, rules and charges apply to all traffic without specific notice, quotation, or arrangement.

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CHECK SHEET FOR TARIFF REVISIONS

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

Abbreviations

Abbreviation	Meaning
Cont.	Continued
Cu	Cube
Day	Calendar Day
Dkg	Dockage
Ft	Foot
Gal	U.S. gallons
Hdlg	Handling
Lbs	Pounds
Ldg.	Loading
LOA	Length Overall
MT	Metric Ton
N.O.S.	Not Otherwise Specified
Period	12 hours or less
PLT	Long Ton
ST	Short Ton
Sq	Square
Wt.	Weight

Symbols

Symbol	Meaning
$	US Currency

Conversion Tables

1 Foot	0.304801 Meters
1 Gallon (U.S.)	3.78543 Liters
1 Gallon Fresh Water	8.34 Pounds
1 Kilogram	2.20462 Pounds
1 Long Ton	2,240 Pounds; 1016.05 Metric Tons; 1.120 Short Tons
1 Meter	3.28083 Feet
1 Pound	0.453592 kilograms
1 Short Ton	2000 Pounds; 0.892857 Long Tons; 0.907185 Metric Tons

Section 1 – General Rules & Regulations

APPLICATION OF TARIFF 100

This Tariff is published and filed under the Federal Maritime Commission Automated Tariff Filing Information System as required by law and is therefore, notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic for which contract rates have not been arranged. These tariff regulations, published online at www.cityofbethel.org, constitute notice to all persons and entities that rules, regulations, rates and charges apply to all traffic and activities at the Port of Bethel without further specific notice or quotation or other arrangement.

In addition to the Port and Harbor Tariff, the public, shippers, consignees and carriers using the City of Bethel Port Facilities should consult and be aware that the City of Bethel Code of Ordinances, including but not limited to Chapter 4.16 (Sales Taxes), Chapter 5 (business licenses), Chapter 8 (unsafe swimming areas, smoking pollution control), Chapter 10 (vehicles and traffic), and Chapter 14 (Harbors and Port), as may be amended, apply and govern where not specifically otherwise addressed in this Tariff.

The rules, regulations, rates and charges described in this Tariff shall be effective immediately upon being published electronically. For the convenience of port users this tariff is posted on the Internet at www.cityofbethel.org.

1. General Application

Rates, charges, assessments, rules and regulations provided in this Tariff will apply to persons and vessels using City of Bethel Port Facilities under jurisdictional control of the City of Bethel and located within the waterways of the City of Bethel.

The tariff applies to, but is not limited to: vessels provided with dock services or other services named in this Tariff; merchandise received at, or shipped from, the facilities or properties operated under the jurisdiction and control of the Port of Bethel, the City Dock, the Petroleum Dock, the Seawall and waterways under the management of the Port Director.

2. Tariff Effective

Rates, charges, rules and regulations named in this Tariff and any additions, revisions, or supplements thereto shall apply to all vessels or users and to all freight received at facilities subject to the Tariff on and after the effective date of revisions, or supplements thereto. Unless otherwise specified, all transit freight received at terminal and undelivered prior to effective dates of Tariff, revisions, or supplements thereto shall be charged the rates in effect on the date such freight was received until entire lot or shipment has been withdrawn.

3. Subject to Change

The rates named in this tariff, revisions, or supplements thereto, are based upon ordinary tariff and labor conditions. If and when these conditions change because of

demand for labor for increased wages, strikes, congestion, or other causes not reasonably within the control of the Port of Bethel, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis prescribed in this Tariff.

4. Reservation of Agreement Rights

Right is reserved to the City of Bethel to enter into agreement with carriers, shippers, consignees, and/or their agents concerning rates and services, provided such agreements are consistent with existing local, state and federal law governing the civil and business relations of all parties concerned.

A. Acceptance of Tariff

USERS ARE HEREBY ADVISED THAT ANY AND ALL USES OF THE PORT OF BETHEL CONSTITUTES ACCEPTANCE OF ALL RESPONSIBILITY, LIABILITY AND WAIVERS CONTAINED IN THESE TARIFF REGULATIONS. Any person, entity or vessel enjoying the beneficial use of the premises, facilities, equipment or services of the Port of Bethel is deemed to have thereby accepted all of the conditions, rates, liabilities and indemnifications of these Tariff regulations, and is deemed to have agreed to all limitations and waivers contained in these Tariff regulations.

B. Application of Rates

1. Rates, charges, rules and regulations provided in this Tariff will apply only to cargo received at or shipped from the facilities or properties under the jurisdiction and control of the City of Bethel Port Director and appurtenant structures thereto. Vessel charges and assessments provided in this Tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel services named in this Tariff. Such charges shall be due and payable in accordance with subsequent rules.
2. Unless otherwise provided, rates are given in US Dollars per short ton, lineal feet, cubic feet, square feet, or US Gallon, whichever creates the greater revenue.
3. Users of Port Facilities are required to furnish copies of invoices and a separate manifest for both inbound and outbound cargo and/or freight. Invoices and manifests shall be on company letterhead and will contain the name of the consignee, accurate weight, a personal contact, and a voyage number. Additional pages, if required, must clearly indicate company name and voyage number to avoid confusion.
4. Specific commodity rates will take precedence over any general or specified rates.
5. Rates provided for commodities herein are specific and may not be applied by analogy. If rates are not provided for specific commodities, rates to be applied are those established for "Freight N.O.S."
6. All rates in this Tariff, except wharfage, will have city sales taxes applied. The resulting figure will be rounded to the nearest quarter dollar for billing purposes.
7. All current rates and fee schedules will be available at the Port of Bethel office.

DEFINITIONS (when final version completed, will check that these terms are actually in the Tariff) **101**

Unless provided in this Tariff, applicable definitions set forth in 46 CFR shall control. The following definitions are used throughout this Tariff for reference:

1. **Abandonment of Vessels:** a vessel in a wrecked, junked, or substantially dismantled condition left on any Port Facility without the Port Director's written permission.

2. **Authorized User:** All persons who have been granted a permit to conduct business on Port Facilities, including, but not limited to, their employees, visitors, contractors and subcontractors.

3. **Beam:** The greatest overall width of a vessel, including booms, spars, gins, or any fixed extension.

4. **Berth:** The space allotted to a vessel at anchor or at a wharf.

5. **Berthing:** The act of anchoring, tying up, mooring, securing, idling, grounding, dry-docking, beaching or otherwise laying a water vessel to rest within the Port of Bethel.

6. **Bill of Lading:** a document by which the master or a ship acknowledges having received in good order and condition (or the reverse) certain specified goods consigned to him by some particular shipper, and binds himself to deliver them in similar condition – unless the perils of the sea, fire, or enemies prevent him – the consignees of the shipper at the point of destination on their paying him the stipulated freight.

7. **Boat Owner:** The actual, or registered, owner, charterer, master, agent, or person in the navigational control, or person responsible for the operation of the boat.

8. **Cargo**: includes all freight, merchandise, supplies, equipment, tools, fuel and other tangible goods held for shipment or movement within the Port of Bethel.

9. **Cargo Handling Equipment**: All equipment, gear and supplies transported to and/from a vessel which is necessary for cargo handling at the Port of Bethel and that (a) is loaded or unloaded in Bethel and (b) used exclusively for cargo handling at the Port of Bethel. Equipment, gear and supplies that are used for cargo handling and for other purposes while offloaded in Bethel are not "Cargo handling equipment."

10. **Cargo Handling Permittee**: a person, firm or company that has been issued a permit to use the Port, and which is engaged in the business of handling cargo, equipment, fuel or gravel at the Port of Bethel docks and facilities, whether in the capacity of a vessel or shore-side operator.

11. **City:** The City of Bethel.

12. **Company Gear and Equipment:** Includes all equipment, gear and supplies transported to and/or from a vessel which is necessary for cargo handling at another shore-sided facility or is being transported by a vessel to another location or vessel for such use, but not considered part of the transporting vessel's (ship's) gear or stores.

13. **Consignee:** means the recipient of cargo from a shipper, individuals or business entities to whom a transported commodity is to be delivered.

14. **Container:** means a demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, or boxes.

15. **Delinquent List:** The record of vessels, their owners, or agents, or other users of the Port of Bethel who have failed to pay charges within thirty (30) days after date of invoice or who have not furnished proper cargo statements to the Port Director.

16. **Derelict:** As defined in AS 30.30.090

17. **Dockage:** A charge assessed to a vessel for docking at a wharf, dock, pier or other facility or for mooring a vessel so docked.

18. **Free Time:** The specified period during which cargo and or vessels may occupy an assigned space at the Port of Bethel free of charges, as specified in Item 200, immediately prior to the loading or subsequent to the discharge of such cargo on or off a vessel.

19. **Gangway:** means a narrow, portable platform used as a passage by persons entering or leaving a vessel moored alongside a quay or pier.

20. **Handling:** The service accorded to cargo movement from one end of a ship's tackle or terminal's tackle to the first place of rest on the wharf or other terminal premises designated by the Port Director or his authorized representative to be used as the first place of rest, or from such first place of rest on the wharf or other such terminal premises to a place within reach of ship's tackle or terminal's tackle.

21. **Harbormaster:** The individual charged with directly supervising and facilitating cargo, freight, fuel, and Small Boat Harbor operations; the Port Director or his designee.

22. **Haul-out:** When a vessel is pulled, skidded, lifted, or floated and left partially or completely upon any Port Facility or Port property.

23. **Holidays:** Whenever in this Tariff reference is made to holidays, the following days are included: New Year's Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Chief Eddie Hoffman or Tribal Chief's Day, Christmas Day and every other day appointed by the President of the United States of America and/or the Governor of Alaska. In the event that one of the above mentioned holidays occur on Saturday, the previous Friday will be considered a holiday for the purpose of this Tariff. In the event that one of the above mentioned holidays occurs on Sunday, the following Monday will be considered a holiday for the purposes of this Tariff.

24. **Home Ported Vessel**: A seaworthy vessel laying at rest in the Port of Bethel during the immediately preceding winter months of November through May, with no delinquent charges or assessments of taxes, damages, dockage, wharfage or other port charges.

25. **Launching Area:** Platted Public Access areas for the purpose of launching and retrieving boats.

26. **Length (LOA):** The overall length of a watercraft measured from the most forward point at the stem (bow) to the after most part of the stern of the watercraft, to include the motor.

27. **Loading Areas:** An area designated by the Port Director for the purpose of loading and unloading small items into a boat for non-commercial purposes which is not subject to wharfage charges. The loading areas may include non-public access areas.

28. **Manifest:** A detailed statement of a vessel's cargo, giving the bills of lading numbers, marks, number of packages, names of shipper, names of consignee, weight or total measurement of goods, rate of freight and where payable. Such a statement is sent by the owners or brokers at port of shipment to their agents at destination point.

29. **Moorage:** The act or an instance of mooring, the place a vessel may be moored, a charge for mooring.

30. **Mooring**: to secure a ship or vessel or any floating object in a particular place by weight, chain, rope, float, structure, or any appliance used for anchoring purposes by a watercraft which is not carried aboard a watercraft as part of it.

31. **Mooring Floats:** mooring floats equipped with, or without, gangways that are secured to the seawall, or appurtenant to it, for the use of small vessels.

32. **Moorings:** a place where a vessel is moored.

33. **Motor Vehicles:** A wheeled vehicle whose primary purpose is ordinarily the transportation of passengers, including an automobile, pickup truck, minivan or sport utility vehicle.

34. **Operator:** Any lessee of a vessel, and master or captain who has actual physical use, control and/or possession of a vessel and who is in the employ of, or who has a contractual relationship to the owner.

35. **Owner:** The individual, partnership or corporation holding legal title to the vessel.

36. **Over-Side Cargo or Fuel:** Refers to the act of transferring cargo or fuel directly between vessels when one vessel is docked at any Port of Bethel Facility and the other vessel is moored alongside.

37. **Over Stow:** Any cargo placed on the Port premises from common carrier or its agent, which is to be reloaded on a vessel and destined for discharge at another port. Over stow charges will apply so long as no value has been added to the cargo while awaiting transshipment.

38. **Person:** An individual, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.

39. **Point of Rest Staging Area:** That area on the Port Facility which is assigned for the receipt of inbound cargo from the vessel and which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

40. **Port Director:** The Director of the Port, or the Port Director's designee.

41. **Port Facilities:** All docks, floats, berths, wharfs, seawalls, and other landing, launching, mooring, cargo, or other facilities located within the jurisdiction control of the City of Bethel and located within or along the waterways and tidelands of the City of Bethel.

42. **Port of Bethel (Port):** All navigable streams, rivers, continuous waterways, the adjacent shorelines and facilities thereto under the ownership or control of the City of Bethel, located within the corporate limits of the municipality, including, but not limited to, the Petroleum Dock, the City Cargo Dock, the Small Boat Harbor, the City Seawalls, and any other similar facilities excepting those areas within the exclusive jurisdiction of the State or Federal government.

43. **Registration:** Completing a moorage, stevedoring or use agreement with all necessary information concerning the vessel and vessel owner, indicating type and

duration of service required, and full payment of all applicable fees and charges.

44. **Reserved Mooring:** Means having a specific assigned stall the use of which, after payment of reserved mooring fees, takes precedence over the use of the stall by any other vessel.

45. **SBH Parking Area:** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers.

46. **Seawall:** The bulkhead constructed of pipe piling, or other material, along the waterfront of the City of Bethel.

47. **Ship's Gear or Stores:** Includes all equipment, gear and supplies being loaded to and/or from a vessel that is directly related to that vessel's cargo handling ability or part of the vessel's crew necessities.

48. **Small Boat Harbor or Harbor:** USS 3790 Plat 82-13, the area platted for use as the Bethel Small Boat Harbor.

49. **Small Vessels:** Boats, or other crafts, less than thirty-five (35') feet LOA including, but not limited to, motor boats, steam ships, float planes, canal boats, tugs, barges, sailing vessels, and every structure, or vehicle designed, or adapted, to be navigated either wholly, or partially, on water and used to transport people, or property.

50. **Stall:** A berthing location within the float system of the Bethel Small Boat Harbor. A stall does not include the float or finger of the float; only the space between or adjacent to it.

51. **Summer Season:** June 1st through October 31st

52. **Support Vessel:** Any vessel which is used exclusively to provide assistance to another vessel by, for example, ferrying gear or person to or from the main vessel, or to allow repairs, cleaning and other services to occur on the main vessel.

53. **Tariff Charges:** These charges include all dockage, wharfage demurrage, terminal charges, moorage fees, rentals, and any other charges, or fees, authorized by the Port Commission and approved by the City Council for use of the Port. Tariff charges shall also include any amounts a person owes the Port under the Bethel Municipal code (BMC) as applicable.

54. **Terminal Charges:** The charges included in the current Port of Bethel Terminal Tariff as filed with the Federal Maritime Commission. Terminal charges include only charges for facilities, goods, or services provided by the City of Bethel.

55. **Transit cargo or transit freight:** Cargo or freight onboard which is destined for a place other than the Bethel Port Facility, and upon arrival at a Port Facility is

discharged put over side, or transferred to another vessel.

56. **Though-rated cargo:** Inbound cargo at the Port of Bethel which is transferred to a port facility then to a vessel other than the vessel upon which it arrived with a final destination other than the Port of Bethels' facilities.

57. **Transient:** Any vessel using the mooring space on a temporary basis or which does not have a specific reserved mooring space.

58. **Transient Vessel:** A vessel whose home port is registered or documented to a location other than the City of Bethel.

59. **Vessel:** (a) Every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water. The US Code, Title 1, Chapter 1, (b) any boat, motor boat, ship or craft, or any structure capable of navigation, International Convention on Salvage 1989 (c) Every description of water craft, including non–displacement craft and seaplane, used or capable of being used as a means of transportation on Water, International Collision Regulations 1972 –COLREGS.

60. **Vessel Owner:** the actual or registered owner, charterer, master, agent, person in navigational control or person responsible for the operation of the vessel.

61. **Waterway**: Any water, waterway, lake, river, tributary or lagoon and tidelands within the boundaries of the City.

62. **Wharf: I**ncludes every pier, bulkhead, dock, seawall, landing float, gridiron, and other structure to which vessels make fast, or upon which persons, or cargo, are discharged from a vessel, or from which persons, or cargo, are loaded upon a vessel.

63. **Wharfage Demurrage:** Charge assessed against cargo remaining in or on Port facilities after the expiration of free time, unless prior arrangements have been made for storage. Includes any cargo placed on any shore-side property and passing over, across, under or through the Port of Bethel cargo handling facilities.

64. **Winter Season:** November 1st through May 31st.

65. **Working Stow:** Any cargo not destined for the Port of Bethel that has to be removed from a vessel and placed temporarily on the dock before being loaded to the same vessel from which it was removed and before any movement of vessel from the dock.

NOTICES: **102**

All inquiries, requests for information and applications to the Port of Bethel shall be addressed and delivered to:

PORT DIRECTOR
CITY OF BETHEL
PO BOX 1388
BETHEL, AK 99559

All legal notices shall be addressed and delivered to:

CITY OF BETHEL
CITY ATTORNEY'S OFFICE
PO BOX 1388
BETHEL, AK 99559

FACILITY USE AND BONDING 103

1. Each and every permittee, carrier, shipper, agent or other port user covenants and agrees to maintain in good condition and safeguard all structures and improvements in the Port of Bethel. The Port Director may, at any time, order any port user to additionally post bond and/or create a cash escrow account protecting the Port of Bethel from and against any and all liability and damage caused by or resulting from an act or omission of that port user and/or to ensure collection of incurred fees or charges.
2. All permittees, carriers, shippers, agents, or other users of the Port of Bethel hereby covenant and agree to repair and restore any and all damage that the port user may cause to the submerged lands, causeway, breakwaters, revetment, marine headers, floating docks, ramps or other facilities of the Port of Bethel, reasonable wear and tear excepted.
3. Each vessel owner/operator must maintain a local and emergency contact name and phone number on file with the Port Director's office at all times. It is the vessel owner's responsibility to update this information as needed and to notify the Port Director if the vessel may be left unattended. All unattended vessels are required to have a caretaker who is responsible for monitoring the vessel. Each caretaker must have current contact information on file with the Port Director's office.

A. Access to Facility

All labor must be contracted through shipping agents, stevedoring agencies or vessel agents, owners/operators. Third party access applies to stevedores, longshoremen, independent contractors, and other non-port employees with business at the Port. Third Party contractors performing stevedoring operations shall be permitted through the Port of Bethel.

1. Efficient and Expeditious Vessel Work

In order to ensure efficient and expeditious loading and discharge of vessels and the maximum utilization of the full capacity of the Port of Bethel, users must:

1. Make use of the appropriate facilities furnished by the Port of Bethel.
2. Have at least one (1) qualified supervisor present at the loading/unloading site at all times while cargo freight operations are in progress.
3. Have at least one (1) responsible officer or representative available for contact by the Port of Bethel at all times, with full power and authority to make all operational decisions (including granting permission to customers to claim and/or pick-up cargo, freight or equipment). At a minimum, users will keep the Port of Bethel fully informed at all times as to how and where such officer, or representative, can be contacted by the Port.
4. Cooperate fully with the Port of Bethel in all respects by advising as far in advance as possible the type of vessel, master's estimate of the quantity of cargo to be loaded or discharged, estimated time require to load or discharge and any special problems that may exist or arise; determining the equipment needed for the operation and any coordinating sequence and timing of operations for the convenience and efficiency of Port operations.
5. Promptly restore terminal and/or dock working areas to a clean, safe and orderly condition on completion of daily operations.

B. INSURANCE:

All users with vessels over 20 feet in length must provide proof of liability insurance. Vessels using the Small Boat Harbor exclusively for the purposes of sport, recreational and/or subsistence fishing and hunting are exempt from the insurance requirement. This exemption does not apply to any vessels on charter or operating for hire. The Port Director has the sole authority to determine whether a vessel is exempt under this subsection.

Rates named in this tariff do NOT include insurance of any kind. All risks of loss and damage while on docks or in storage must be assumed by shippers, owners or consignees, who may protect themselves against such loss by covering their shipments with insurance. This does not relieve the Port of Bethel, the City of Bethel or holders of Terminal Use Permits from liability for their own negligence.

1. Proof of Liability Insurance:

All users and authorized visitors to the City of Bethel Port Facility must carry insurance in the amounts specified below before accessing the City's Port Facilities. Such policies must name the Bethel Port as a certificate holder and must be on file annually before entry into the Port Facility is allowed.

a) **Worker's Compensation Insurance.** (Including Longshoremen and Harbor Workers Act Coverage) as required by law. The policy must waive subrogation against the City of Bethel and its employees.

b) **Commercial General Liability.** With limits not less than One Million ($1,000,000) Dollars per occurrence and Two Million ($2,000,000) Dollars annual aggregate for bodily and property damage including coverage for premises and the operations liability, products and completed operations liability, contractual liability, broad form property liability, and personal injury liability. Policy must be endorsed to extend coverage for the loading and unloading of watercraft on navigable waters. City of Bethel shall be named additional insured.

c) **Commercial Automobile Liability.** Covering all owned, non-owned, hired and rented vehicles with limits of liability of not less than One Million ($1,000,000) Dollars Combined Single Limit for bodily injury and property damage per each occurrence or loss.

All insurance shall be considered primary and non-contributory to any other insurance carried by the City of Bethel self-insurance or otherwise.

PROOF OF EACH OF THE ABOVE LISTED COVERAGES SHALL BE PRESENTED EACH SEASON PRIOR TO ENTRY TO THE PORT OF BETHEL OR PORT FACILITIES. FAILURE TO PROVIDE PROOF OF INSURANCE SHALL BE GROUNDS FOR DENIAL OF ACCESS TO THE CITY'S PORT FACILITIES. Any entity required to have a current insurance certificate on file with the Port who fails to provide a current certificate after a written request from the Port Director, shall be considered a trespasser on Port property and subject to one or more of the following actions: (1) summary eviction; (2) issuance of a stop work order by the Port Director, his designee or any Public Safety officer; (3) daily fines of three hundred ($300) dollars for each day of operation without the required certificate; (4) future denial of use of the Port of Bethel; and/or (5) additional fees and penalties as set out in the Tariff.

C. Liability for Loss or Damage

1. Limits of Responsibility

No persons, other than employees, or agents of the holder of an authorized Stevedoring Permit, shall be permitted to perform any services on any premises, or at any facilities of the Port of Bethel, except upon written authorization of the Port Director or the Harbormaster.

If unauthorized persons are found performing services on Port facilities, they will be liable for the injury of any persons and held responsible for any loss, damage or theft, etc. and may be denied access and use of Port Facilities and services then and in the future.

The Port of Bethel will not be responsible for any loss, damage, injury, or death, including, but not limited to, loss, damage, injury, or death, caused by earthquakes, fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage, or decay, animals, rats*, mice, or other rodents, moths, weevils, or other insects, leakage, or discharge from sprinkler fire systems, collapse of building, or equipment, or by floats, logs, or pilings required in breasting vessels away from the Dock, or seawall, nor will it be liable for any loss, damage, injury, or death, or delay

arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots, or strikes of any person in its employ, or in service of others, or from any consequences arising here from, except, the Port of Bethel shall not be relieved from liability for its own negligence.

Damage caused by shippers and/or carriers are the responsibility of the Carrier and claims should be filed with the original carrier in accordance to their rules and regulations.

*The Alaska Board of Game issued stricter rat and rodent control procedures in 2007, making it a misdemeanor for vessels with rats and rodents on board to enter into, or use, Alaskan waters. These more stringent steps were initiated due to an increase in rodent populations in various Alaskan ports, and the ability of rats and rodents to survive as far north as Nome (Alaska Administrative Code, Chapter 5)

2. OWNER'S RISK:

In addition to the limits of liability already set out above, all of the following shall be at the owner's risk except for those damages caused by the City's own negligence:

a) Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing;
b) Freight on open ground is at owner's risk for loss or damage;
c) Freight subject to freezing will be accepted at owner's risk; and
d) All water craft, moored in the Harbor or berthed at Port Facilities are at owner's risk for loss or damage. This includes vessels, if and when permitted by the Harbormaster or his authorized agent moored alongside of vessels.

3. INDEMNIFICATION.

Owners, shippers, consignees and carriers shall hold and save the City of Bethel, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or on account of any and all legal actions or claims of any kind resulting from injuries or damage sustained by a person or persons, or property, arising from owners, shippers, consignees and/or carriers use of City of Bethel Port Facilities.

4. PROVISIONS

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon, or use, the terminal facilities, except to agents, or employees of the Port. All such persons, corporations, associations and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for death of, any person or persons which may be occasioned by any acts or omissions of such persons, or the acts or omissions of their agents or employees. All such persons who come upon or use the port facilities shall be deemed to have irrevocably agreed to indemnify the Port of Bethel and/or City of Bethel for any such loss or damage to persons, or all such liability, together with all costs and expenses incurred by the Port/City in investigating or defending claims therefore, including, but not limited to, court costs, expert's fees and attorneys fees.

D. Responsibility for Property Damage
Owners/Operators damaging Port of Bethel property will be responsible for repairs. Should the repairs be undertaken by the City of Bethel the owners/operators will be billed for the repairs to damaged property at cost, plus an eighteen (18%) percent overhead fee.

CHARGES AND FEES **104**

A. Responsibility for Charges

Vessels, their owners, agents, masters, and shippers or consignees, of goods docking at or using the facilities covered by this tariff, agree to be responsible, jointly and severally, for the payments of charges assessed in accordance with this Tariff. Rates, rules and regulations of this Tariff and liability for charges apply without regard to the provision of any bills of lading, charter party agreement, third party agreement, contract or any other conflicting documents.

Any charges accruing to the Port of Bethel facilities and/or services that are not contested within twenty (20) calendar days from the date of the invoice will become fully due and payable.

B. Terms and Conditions Of Payment [Needs review]
All dockage, wharfage, terminal storage fees and other charges assessed by the Port of Bethel may be required to be paid cash in advance of such services or use, except as provided in section D below.

C. Time Of Prepayment, Acceptable Security Deposit, Refund of Excess

Terms of payment for all applicable Port charges may be paid cash in advance. A cash deposit or acceptable security in an amount equal to one hundred twenty five (125%) percent of the estimated applicable charges shall be required to be posted with the Port, six (6) calendar days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. Wherever a cash deposit has been posted, any excess thereof, after satisfaction of all applicable Port charges, shall be promptly refunded by the Port to the posting party.

D. Waiver of Prepayment Requirement: [Review as something to start requiring]

1. The Port Director may extend credit to any user of the Port of Bethel who establishes a sound financial condition to the satisfaction of the Finance Director. User must satisfactorily complete a credit application and provide all information necessary to determine creditworthiness. Charges assessed and levied to any such creditworthy user shall be due and payable within **thirty (30) calendar days** of the date of invoice.
2. The creditworthy status of such a user of the Port of Bethel shall terminate immediately and automatically upon failure to pay all amounts due and owing within thirty (30) days of the date of invoicing. In no event shall creditworthy status attach to any user for a period of time in excess of one (1) year without additional and supplemental evidence of continuing creditworthiness satisfactory

to the Finance Director. During this time of non-creditworthiness, user shall be required to pay all charges in full and in advance for activity conducted within the Port of Bethel. Further, users in this delinquent status may be denied access to the Port of Bethel facilities and any cargo, gear or vessel within the Port of Bethel may be held as security for payment until all unpaid charges are satisfied in full.

3. No credit shall be extended to any person or entity delinquent in the payment of any amount due and owing to the City of Bethel.
4. An administrative fee of fifteen (18%) percent will be charged on all issues that require administrative services to process and handle, beyond the typical day to day business, such as, but not limited to, past due accounts that elevate to any method of collection, known spill response incidents that require port supplies and personnel, clean-up or repair of facility or infrastructure from user neglect or damage, etc.

Payment terms are cash unless the Port of Bethel customer, prior to the use of the Port facilities and/or services, has established credit worthiness or has posted adequate security acceptable to the Port of Bethel and has thereby been relieved of cash payment requirements by the Port.

E. Delinquent Accounts

1. Time of Delinquency/Interest on Delinquencies

All invoices will lie declared delinquent thirty-one (31) calendar days after the date of the invoice, and as such , will be charged a monthly finance charge of three (3%) percent per month or thirty-six (36%) percent per annum or portion thereof, for that particular invoice. Any and all extra expenses, including legal fees, litigation costs, or costs of agents employed to affect collection shall be assessed to and payable by such accounts.

2. Penalty for Delinquent Accounts

In addition to any interest charges assessed on delinquent accounts, a penalty of twenty-five ($25) dollars will be charged per month or partial month in which the invoice is past due or not fully paid, up to a maximum of two hundred fifty ($250) dollars.

3. Delinquent List

The Port of Bethel will maintain a current listing of all vessels, their owners and/or agents whose invoices are delinquent. Those individuals, or entities, on the delinquent list will not be allowed to use any Port of Bethel facilities or services until their past due account is settled in full.

4. Additional Legal Remedies

Nothing in this Tariff shall be construed as limiting or waiving any and all legal rights and legal remedies available to the Port and/or City of Bethel in pursuit of collection of all amounts due and owing to the Port of Bethel.

RIGHTS OF THE PORT **105**

A. Rights Reserved

The Port of Bethel reserves the right to furnish equipment, supplies and materials and to perform all services in connection with the operation of its facilities, under rates and conditions named herein.

The Port of Bethel also reserves the right to close facilities, refuse service and/or cease operations of the Port at any time.

B. Right to Approve:

The Port of Bethel reserves the right to approve, if it so deems necessary, the vessel agent's, or owner/operators, use of their own equipment, supplies and materials in performing all services in connection with the operation of the loading and unloading of cargo and gear. When, during the course of cargo/freight/loading operations, and in the opinion of the Port Director and/or Harbormaster, a condition, or issue, concerning safety, or damage to any Port of Bethel facility, manifests itself, the operation in question shall be halted until the situation is corrected.

C. Right to Schedule Vessels and Cargo

In his discretion, the Harbormaster shall at all times have the right to schedule access to any harbor or port facility by any person or vessel, or to remove any person, vessel or cargo at any time from any City Port Facility in order to provide for efficient operation of the City Port Facilities and promote the objectives of the City of Bethel.

D. Right to Refuse Freight/Cargo

The Port of Bethel reserves the right, without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive, or unload, or to permit vessels, vehicles or persons to discharge freight/cargo at Port or appurtenant premises:

1. For which previous arrangements for space, receiving, unloading, or handling have not been made by shipper, consignee, or carrier;
2. That does not have a known destination and estimated departure date.
3. Deemed extra offensive, perishable, or hazardous;
4. Freight/cargo that creates an attractive nuisance or a public nuisance;
5. The value of which may be determined as less than the probable Port charges;
6. Not packed in packages, or containers, suitable for standing the ordinary handling incident to its transportation (see 49 CFR). Such freight, however, may be repacked, or reconditioned, at the discretion of the Port of Bethel, and all expenses, loss or damage incident thereto, will be the responsibility of the shipper, consignee, owner or carrier.
7. Freight/cargo that does not comply with all Federal, State or local regulations and paperwork requirements.
8. Cargo/Freight that the shipper, consignee or carrier has delinquent unpaid charges with the Port of Bethel.

E. Right to Remove, Transfer or Warehouse Freight:

Hazardous, or offensive freight, or freight which by its nature is liable to damage other freight, is subject to immediate removal, either from Port of Bethel Facilities or to other locations or receptacles within said premises, with all expenses and risk of loss or damage becoming the responsibility of the owner, shipper, agent or consignee.

Freight remaining at Port of Bethel facilities after expiration of free time and/or freight remaining after the clearance of a vessel, may be piled or re-piled to make

space, transferred to other locations or receptacles on/at Port of Bethel premises or removed to public or private warehouses, with all expenses and risk of loss or damage becoming the sole responsibility of the owner, shipper, consignee, agent or carrier as responsibility may appear.

F. Movements of Vessels to Reduce Congestion or Maximize Services

In his discretion, the Harbormaster shall at all times have the right to move or rearrange any vessel from its current or present location to any other location in order to reduce congestion within or on the terminal, the docks or the harbor to prevent disruption of customary services to the public.

G. Right to Withhold Delivery of Freight

Right is reserved by the Port of Bethel to withhold delivery of freight until all accrued terminal and/or Port charges and/or advances against said freight have been paid in full. At the Port Director's discretion, any or all of such freight may be placed in public or private warehouse or storage with all cost of removal and subsequent handling and storage for the account becoming the sole responsibility of the owner of the freight.

H. Right to Remove Materials or Equipment from City Dock or Other Port Facilities

Any materials, equipment, trash or other items left on or about any city dock, terminal or harbor facility may be removed by the Harbormaster at any time with all expenses of removal and risk of loss or damage charged to the account of the vessel that last occupied the facility, or the owner, shipper, consignee or vessel as responsibility may appear on shipping documents, manifests or other sources.

I. Right to Remove and Dispose of Nuisances and/or Abandoned Property

1. Vessels: The City of Bethel retains the right to abate and remove nuisances including vessels which are derelicts and unfit and unseaworthy or which are maintained in such manner as to make them liable to sinking for lack of being pumped or other maintenance.
2. Property: The City of Bethel retains the right to abate and remove nuisance or abandoned property in such manner as set out in Chapter 14 of the Bethel Municipal Code.

J. Right to Sell for Unpaid Charges

Freight on which unpaid charges have accrued may be sold to satisfy such charges and costs, provided such sale has been publicly advertised. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sale without advertising, provided the owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to do so within a prescribed reasonable time.

K. Explosives

The acceptance, handling, or storage of explosives, or excessively flammable material will be subject to special arrangements with the Port of Bethel and governed by

rules and regulations of federal, state and local authorities. A separate hazardous material (HAZMAT) manifest must be provided in writing to the Port of Bethel before any operations involving these types of materials commence (CFR-49, Parts 100-185, apply). Special arrangements with the Port of Bethel may include handling fees.

L. Collect Cargo Charges, C.O.D. And Sight Drafts

The Port of Bethel shall not be responsible for the collection of collect cargo charges or the collection of C.O.D. or Sight Draft shipments and will not be responsible for holding such shipments until collection has been made by others.

M. Right to Impound and Dispose of Vessel

1. Impoundment of Vessel for Violation(s): The Port Director is authorized to impound any vessel in or on the Bethel Port, terminal or dock facilities whose owner or operator is not aboard and which is not properly identified by name and/or number; or any vessel in violation of any provisions of this Tariff, state, local or federal regulations; or any vessel which is unsafe and whose owner or operator has failed to remove it after notice.
2. Impoundment of Vessel for Failure to Pay: The Port Director is authorized to impound any vessel in or on the Harbor, terminal or dock facilities whose owner or operator has not paid any fee or charge due to the City for the vessel by the due date of such fee or charge and such fee or charge is thirty (30) days or more past due.
3. Information Regarding Impoundment: The Port Director may impound a vessel by immobilizing it or removing or having it removed from the water and placed in City or commercial storage with all expenses and risk of haul-out and storage to be borne by the owner of such vessel.
   a) The owner or operator of any vessel impounded by the City shall be subject to and liable for storage charges and shall be subject to and liable for all costs incurred by the City by reason of impounding or removal.
   b) The procedure for impoundment, including notice and pre-impoundment hearing, are set forth in Chapter 14 of the Bethel Municipal Code.

DEMURRAGE OR DELAYS **106**

In furnishing services related to berth scheduling or the loading and/or unloading of vessels, no responsibility for any demurrage or delays whatsoever will be assumed by the Port of Bethel.

The Port of Bethel does not accept liability for losses to vessel owners/operators, third party contractors and others that are caused by adverse weather.

A. Delays – No Waiver of Charges

Delays which may be occasioned in loading, unloading, receiving, delivering or handling freight as a result of equipment failure or breakdown or of combinations, riots or strikes of any persons or arising from any other cause not reasonably within the control of the Port of Bethel, will not excuse the owners, shippers, consignees or

carriers of the freight from full wharf demurrage or any other terminal charges or expenses that may be incurred.

MANIFESTS REQUIRED OF VESSELS 107

Masters, owners, agents, or operators of vessels are required to furnish the Port of Bethel with complete copies of vessel manifests.

A. **Required Information**: All manifests must include, but are not limited to, the specifications listed:
   1. A list of all cargo, including company gear, empty containers or equipment, that is going to be loaded or unloaded at the facility;
   2. A description of cargo, gross weight, quantities, shipper, consignee, destination port, originating port.
   3. Carrier information including the name of the carrier, vessel name(s) and arrival date.
   4. All manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which the freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.

B. **Time Due**:
   1. Inbound Manifest: Must be furnished forty-eight (48) hours prior to the vessel's arrival.
   2. Outbound Manifest: Must be furnished twenty-four (24) hours prior to the vessels loading or unloading.
   3. Lighterage Vessels: with inbound or outbound cargo, must furnish the Port Director with a cargo manifest with estimated weights prior to loading or off loading.

C. **Revised Manifest:** Revisions to the manifest shall be turned into the Port Director's office no later than twenty-four (24) hours after loading and unloading is completed.

D. **Penalty for Failure to timely provide Manifest**: Failure to submit a manifest as required herein may result in a fine of two hundred fifty ($250.00) dollars and a denial of Port use privileges. If the Port of Bethel or the City is required to provide personnel for the purpose of checking freight on or off any vessel at any Port facility, the master, owner, agent, or operator of said vessel shall be charged the hourly man-hour labor rate for Port personnel established under Section 2, Item 205 of this Tariff.

E. **Shipping Schedules**: Common carriers who load containers from the Port of Bethel destined for other Ports to meet other shipping schedules (i.e. for export) shall provide the Port Director with the schedules of shipping days and/or dates by those Shippers at the beginning of each shipping season. All changes to shipping schedules must be reported to the Port Director as soon as possible.

COMPLIANCE WITH LAW 108

All persons entering or using the Port of Bethel agree to comply with all rules, regulations, ordinances, statutes and laws applicable to the activities and circumstances.

1. Open containers of alcohol and/or consumption of alcohol will not be permitted on any parts of the Port of Bethel premises. Persons found in violation of this rule will be asked to leave the premises immediately, will be reported to the local and State authorities, and may be denied future access and use of the Port and its facilities. Consumption of alcohol onboard a vessel that is underway will be reported to the United States Coast Guard for necessary action.
2. Controlled substances of any kind will not be permitted on any parts of the Port of Bethel premises. Persons found in violation of this rule will be asked to leave the premises immediately, will be reported to the local and State authorities, and may be denied future access and use of the Port and its facilities. Consumption of alcohol onboard a vessel that is underway will be reported to the United States Coast Guard for necessary action.
3. Any person whose conduct while on Port of Bethel property is in violation of law or this tariff may be refused further access to the Port in addition to any other fine or penalty imposed by law. Any vessel located within the Port of Bethel upon which any conduct occurs that is in violation of the law or this tariff, may be refused future access to the Port. Any person who refuses or repeatedly refuses to obey a direct order of the Port Director may be subject to fine and permanently denied access to the Port Facility. The Port Director shall have full discretion to take the appropriate action to enforce the rules contained in this Tariff and other municipal, state, and federal laws, up to and including permanent denial of access to the Port and Port Facilities and/or impounding and disposing of the vessel.
4. Any person or vessel or vessel owner or operator who violates any provision of this Tariff or the rules and regulation of the Port of Bethel shall be subject to a civil fine in an amount of Five Hundred ($500) Dollars for the first violation, Seven Hundred Fifty ($750) Dollars for the second violation, and One Thousand ($1,000) Dollars for all subsequent violations, plus any surcharge required to be imposed by AS 12.55.039. In cases of continuing violations, each day during which a violation continues shall be considered a separate offense.
5. Fine amounts shall be added to any invoice for services issued by the Port Director. If an invoice would not otherwise be issued, a fine may be imposed by civil action.
6. A person who disputes whether a fine has been properly added to an invoice shall have the right to request, in writing, an informal administrative hearing with the Port Commission within thirty (30) days of the date of receipt of the invoice. The Port Director shall schedule the informal administrative hearing within thirty (30) days of receipt of the request for the hearing, and shall issue a written decision regarding the matters discussed at the hearing no later than ten (10) days after the day of the hearing. Any person aggrieved by said written decision may appeal the matter, in writing, to the City Council no later than twenty (20) days after receipt of said written decision by filing a request for appeal with the

City Clerk and paying the appropriate appeal fee. The City Clerk will then schedule an appeal hearing and will issue an appeal packet with all of the appeal procedures. The decision of the Bethel City Council shall be final and may be appealed to the Superior Court for the State of Alaska, Fourth Judicial District.

7. Any vessel that has incurred an unpaid fine or that is owned or operated by a person who has incurred an unpaid fine may, in the sole discretion of the Port Director, be denied use of the Port until such time as the fine has been paid in full.

LOAD LIMIT **109**

Deck Load Guidelines

Cargo/Containers shall be stacked on the piers/dock so as to produce a uniform load no greater than the limits as prescribed in the table below.

Area	Uniform Lbs./SF	Vehicle Load	Crane Load
Cargo Dock		250,000 lbs*	300,000 lbs*

* Includes equipment

Containers:

1. Cone Containers: Containers will not be stacked or moved anywhere on Port property without Port approved stacking cones. The carrier is responsible for providing a sufficient amount of cones for safe stacking of each container. In the event that a carrier does not provide sufficient cones, the Port Director, or his designee, reserves the right to stop and/or refuse containers until the cones are provided. If the Port grants the carrier written approval for the temporary storage of containers that do not have cones, the carrier must provide the cones to the Port. The carrier will be charged the actual equipment and man-hours it takes to re-handle the containers.

   Common Carriers must provide sufficient storage containers for all cones. Cones must be segregated by type of cone. Cone storage containers must arrive with the first vessel arrival of the season. Containers must be lift-able by small forklift and designed to be durable for outdoor use. The size and shape of the container should be considered due to the lack of storage space at the Port. The port will not be responsible for carrier cone containers in the event of theft, vandalism or damage unless such damage is due to Port negligence.

   Carriers failing to provide sufficient Cone containers will not store "loose cones" anywhere on Terminal Property. Loose cones will be back loaded to the vessel before it departs the Port.

2. Markings, Labels, Placards:
   Container markings (of any type) will solely be the responsibility of the carrier and not the Port of Bethel, Terminal Permit holder or any element of the City of Bethel.

Incoming and outgoing container labels will specify gross weight of container, general contents, consignee and final destination. Mixed containers will be plainly marked.

All Carriers and/or Sub-Contractor of Carriers or Chartered Barges will remove and properly dispose of all **old** placards and/or labels from all containers, flats and equipment before entering the Port.

Sharp or angular loads shall be cushioned with timber or rubber tire dunnage so as to protect the deck from damage or marring. Any damage to the deck from loading shall be repaired at no cost to the Port of Bethel.

Cargo shall not be stacked or stored on the approach trestles. Cargo shall not be stacked or stored at the petroleum terminals. Cranes and heavy loads will be evaluated and permitted on a case by case basis.

SAFETY, SANITATION AND HOUSEKEEPING 111

Users/Operators of Port of Bethel facilities will be required to comply with all safety and sanitation rules applicable on structures and facilities of the Port of Bethel as required by State, Federal and Local laws and rules. All persons entering or using Port of Bethel property are required to maintain the same in an orderly and clean manner. If any user of Port of Bethel property does not leave areas of the Port used by the user in an orderly and clean condition, the Port Director shall order the work necessary to return the area to an orderly and clean condition and the user shall be responsible for all charges for said work. Users shall be responsible for all charges associated with cleanup, including disposal of hazardous or non-hazardous materials and storage of non-disposable items and materials. Such items and materials will be kept at the user's expense for no more than sixty (60) days and then disposed of in a manner deemed appropriate by the Port Director, with costs of disposal also chargeable to the user. In circumstances where the Port Director must order the work performed, users will be assessed a fifteen (18%) percent fee in addition to actual costs.

Driving or parking on the cargo dock is **NOT** permitted without **PRIOR** written authorization by the Port Director or his designee. **Do not pass or cross in front of** Heavy Equipment operating in the terminal.

It is unlawful for any person to dump or otherwise dispose of refuse, sewage, garbage, rocks and/or debris of any kind or type whatever into the waters under the jurisdiction of the City of Bethel Port and Harbor.

A. **Animals:** Unattended animals are prohibited. No animal may run loose within the Port and Harbor facility. Non-aggressive animals will be permitted on the dock or a vessel, but must remain properly restrained or leashed at all times while in the Port area. Violators will be reported to the Bethel Police Department, and loose animals captured and impounded by an enforcement officer.

B. Compliance with Fire and Safety Precautions ("Hot Work")

Any person operating at the Port of Bethel shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.

1. Welding/Hot Work: Any welding/open flame "hot work" must be pre-approved by the Port Director or Harbormaster, and the City of Bethel Fire Department. Any approval shall be by issuance of a welding and hot-work permit only. In addition, to the welding and hot work permit, any welding/open flame "hot work" performed in a confined space also requires written authorization and a certificate of inspection from a certified marine chemist. No cutting or welding or use of open flame shall be allowed on any boat undergoing repairs, on or at any Bethel port or harbor facility except in an area especially designated for such repair. [needs review from fire chief]
   a. When "hot work" is being conducted, a Fire Watch will be assigned for the entire duration of the work being performed. The Fire Watch shall not be assigned other duties while performing this vital safety function and shall, at all times while "hot work" is ongoing, be not more than twenty (20') feet from the work area. Certificates of authority to conduct the "hot work" must be displayed at all times.
   b. Fire Extinguishers: All vehicles, machines, cranes and welders using the Port Facilities must have an ABC Dry Chemical Fire Extinguisher or it will be denied access to Port Facilities. No person shall use any fire-fighting equipment located at the Bethel Port Facilities for the purpose of pumping fire suppressant water into boats for any purpose other than extinguishing fires. Any use of City fire extinguishers must immediately be reported to the Harbormaster.
   Fire Extinguishers in operating condition must be readily available on all welding, cutting or open flame equipment being used on vessels, machines, cranes, equipment used within the terminal and dock facilities.

C. Equipment: No person shall disturb any Port equipment or facilities; except fire extinguishers in a fire emergency.

D. Facility: No person shall interfere with or tamper with any wharf, float, gangway, ramp, or any facility operated by the City.

E. Firearms & Fireworks: Firearms and/or fireworks may not be discharged in any part of the Port of Bethel and facilities at any time. Persons found discharging such may be prosecuted under all local, state and federal laws that may apply and may be denied all future use and access of the Port and its services.

F. Fueling Vessels, Tanks and Equipment: Fueling of vessels and equipment or tanks is prohibited at dockside and in the terminal of the Port without prior written authorization from the Port Director or Port Attendant. Vessels with a fuel capacity of 10,000 gals or more must use the Petroleum dock for all fuel transfers. Only fuel delivery operators who are approved by the federal, state and local regulations and laws for fueling will be permitted to handle fuel at the Port. Common Carriers who are authorized by the Port to fuel their company equipment in the Terminal facility will do so only under the supervision of a certified fuel tanker man for the entire operation. Before a fuel company's fuel truck will be allowed on Port Facilities for the purpose of fuel delivery, the company must first have a Tank Truck Transfer

Procedure Form on file with the Port Director. This form expires at the end of each season and must be renewed annually.

Propane tanks of any type will not be permitted to be filled or discharged anywhere on Port Property, Terminal or Facilities.

G. **Smoking Prohibited:** No smoking will be allowed on any wharf, pier or in any warehouse or transit shed except in approved areas specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Port Director, from the further use of any wharf and, in addition, shall be subject to prosecution under Federal, State and Municipal Laws.

H. **Spills or Leaks:** Flammable liquids leaked or spilled anywhere in the terminal and/or water and beach surrounding, shall be cleaned up immediately. All spills of any size must be reported to the Port Director and either the USCG or the National Spill Response Center immediately. If a user damages or does not properly clean property, the City shall order the work performed and the user will be billed for all applicable costs to replace spill supplies, repair and/or clean property plus an administrative charge of fifteen (18%) percent of the total bill. Failure to report and clean up any spills immediately may result in a fine of up to Two Hundred ($200) Dollars per spill and possible suspension of dock privileges at the discretion of the Port Director.

I. **Vehicles, Traffic and Driving on the Dock:** All vehicles shall obey the speed limit of 5 mph, traffic and warning signs throughout the Port.

J. **Utilities:** No person shall tap, connect, disconnect or interfere with any water outlet, pipe, and water connection, and telephone equipment, electrical device of any kind on docks or in stalls maintained by the City in the Bethel Port or Small Boat Harbor without first having obtained the permission of the Port Director.

K. **Waste Oil and Petroleum Products:** All waste oil and petroleum products must be properly disposed of by the vessel/owner. Storage, even of a temporary nature, of waste oil or petroleum products on city docks, wharves, piers or finger floats is only allowed provided the holding tank meets the specifications required by the Port and such storage is authorized in advance by the Port Director. Any vessel/owner/agent storing or disposing of waste oil in an inappropriate or illegal manner may be barred from further use of the Bethel Port and/or penalized according to the provisions of federal, state and local law. No waste oil stored at the Port may be resold on Port facilities.

HAZARDOUS MATERIALS 112

Hazardous materials, as established by the Department of Transportation Hazardous Materials Commodity List, will not be permitted without the express written consent of the Port Director and previous arrangement (at least 12 hours prior to landing) and receipt of all appropriate manifests and U.S. Coast Guard Permits, and only at those locations designated by U.S. Coast Guard Permit.

Temporary storage and/or shipment through the Port of Bethel of quantities of hazardous waste in excess of 400 pounds of acutely hazardous material requires a minimum fourteen (14) day advance request for a permit.

No person shall throw or otherwise cause to be deposited any gasoline, oil, hazardous waste, petroleum contaminated refuse or pumping of bilge containing petroleum products onto any part of the port, harbor or waters under the jurisdiction of the Port of Bethel.

Pumping or storing fuel on floats is prohibited.

WASTE OIL HANDLING **113**

1. Waste oil from any source other than small vessels or in quantities greater than five (5) gallons may be accepted by the port for a fee (designated in the Bethel Fee and Rate Schedule). Port users shall contact the Port Director to arrange for a place where such waste oil will be accepted.
2. Any unpermitted disposal or abandoning of waste oil in the Port of Bethel will subject the person disposing of or abandoning the waste oil, the vessel from which the waste oil originated, and the owner of the vessel from which the waste oil originated, to the fine established by this tariff. Glycol, solvents or any other non-petroleum based product disposal shall not be permitted. Users are hereby notified that surveillance cameras may be operating at any time, and shall be used to determine whether a user has improperly or unlawfully disposed of or abandoned prohibited materials.

ACCIDENT REPORTING **114**

A person who is involved in an incident within the Port or any Port Facility which results in the injury or death of a person, or any property damage shall immediately notify the emergency personnel as well as the Port Director. If the office of the Port Director is closed, notification shall be given to the Bethel Police Department. The initial reporting of damages or injuries should be communicated by the most expeditious means, followed in writing on the next business day to the Port Director. Notification shall include the name and address of the person, the type and extent of the injury or property damage, the time when the injury or property damage occurred and such other information as shall be requested in an accident form provided by the Port Director.

NO POSTING OR DEFACEMENT **115**

No person shall write or post any written or printed matter in any place within or on any Bethel Port or Harbor facilities, except upon bulletin boards constructed for that purpose and only after having obtained permission from the Harbormaster.

No person shall disregard, deface, remove, tamper with or damage any sign or notice posted or installed by the Harbormaster.

FACILITY SECURITY AND ACCESS **116**

1. All persons within the Port of Bethel must comply with any security signage and barricades defining restricted or secured areas and controlled access points.
2. All film, video and/or photography production companies are required to notify and receive written authorization from the Port Director prior to any production operations commencing on Port facilities. This requirement applies to commercial entities only, and not private photographs or video.

VESSEL REPAIRS **117**

A. **In the Terminal**: Are not permitted. All vessel repairs shall occur in the designated areas only unless prior written approval has been received by the Port Director. Such approval shall only be provided in the case of documented emergency.

B. **Haul-Outs:** When a vessel is hauled out of the water and placed partially or completely upon any Port facility, including, but not limited to, the City Dock and Beaches, during June 1 and October 15 of each year, the vessel will be charged a daily dockage rate for the length of the vessel unless:
   1. The Owner or authorized representative of the vessel submits a completed Property Storage Request prior to the vessel being hauled out; and
   2. The Property Storage Request is approved, in writing, by the Port Director; and
   3. The vessel is parked only in one of the two (2) designated storage areas.
   4. Vessel's that do not meet all three (3) of the conditions listed above or that are returned to the water, however briefly, will incur dockage fees and charges as set out in this Tariff.

MANEUVERING AND NAVIGATION **118**

1. All vessels traveling in and out of the Bethel Port Facilities will be required to have at least one fully operational marine VHF radio on board at all times, and must stand by VHF Marine channels 16 and 10 when maneuvering within the navigation channel into or out of the port or harbor entrances and must also adhere to all Bridge to Vessel Rules (found in §208 of the USCB Navigation Rules). All vessel operators, regardless of size, must adhere to standard USCG rules of navigation, and grant the right of way to larger vessels that are underway in an approach or departure. Vessels larger than seventy-five (75') feet in length are required to give security calls before entering or departing the Port of Bethel.
2. All vessels operating within the Small Boat Harbor and navigation channel shall do so in a safe manner so as not to cause a wake, wash or wave action which will cause damage or endanger any other vessels or occupants. Vessels shall travel at a speed no faster than 5 mph while in the Small Boat Harbor or navigation channel. Violators of this section will be subject to fines as defined BMC Chapter 14.

CLOSED SEASON **119**

1. The Port of Bethel facilities are considered closed during the iced-in period of each year, typically between mid-November and late-May/early-June. Activities within the Port may not be carried out during the closed season without prior authorization by the Port Director. The Port Director shall have sole discretion to determine whether the user requesting access shall be allowed to use the Port under such circumstances,
2. Users should submit cost estimates and work plans when seeking approval to conduct operations during the closed season. The Port Director shall evaluate any request to use the Port during the iced-in months according to the cost and

burden the facility may reasonably be expected to incur by approving the request, in comparison with its overall value to the community, the Port and City of Bethel.

3. If the operation is approved, all reasonable charges incurred by the Port of Bethel over and above the typical summer season expenses for a similar operation will be the responsibility of the user. The rate may be negotiated or based on actual incurred costs, as determined by the Port Director. Any damage to the Port of Bethel during these winter operations will also be the responsibility of the company conducting the operation.

News Releases By Month

2016 (5)

2015 (12)

2014 (5)

2013 (12)

2012 (12)

2011 (15)

U.S. Army Corps of Engineers Releases Work Plan for Fiscal Year 2016 Civil Works Appropriations

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Posted 2/9/2016

Release no. 16-003

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Washington (February 9, 2016) - The U.S. Army Corps of Engineers (USACE) yesterday delivered to Congress its Fiscal Year 2016 (FY 2016) work plan for the Army Civil Works program.

On December 18, 2015, President Obama signed into law the Consolidated Appropriations Act, 2016, Public Law 114-113, of which Division D is the Energy and Water Development and Related Agencies Appropriations Act (the Act) for Fiscal Year (FY) 2016. The Act provides $5.989 billion in FY 2016 appropriations for the Army Civil Works program, of which $5.465 billion is appropriated in four accounts: Investigations; Construction; Operation and Maintenance; and Mississippi River and Tributaries. The Act's accompanying Statement of Managers report designates nearly $4.153 billion of the total for these four accounts for specified programs, projects and activities (PPA). USACE is responsible for allocating the remaining balance of nearly $1.313 billion designated as additional funding in the four accounts to individual PPAs, consistent with the categories and criteria provided in the Statement of Managers.

"The Army Civil Works' Fiscal Year 2016 work plan will significantly advance and complete studies and construction projects that support the Nation's economy, environment and quality of life," said The Honorable Jo-Ellen Darcy, Assistant Secretary of the Army for Civil Works.

The Army Civil Works budget funds the planning, design, construction, operation and maintenance of water resources projects and focuses on the highest performing work within the three main Civil Works mission areas: commercial navigation, flood and storm damage reduction, and aquatic ecosystem restoration. It also funds programs that contribute to the protection of the nation's waters and wetlands; the generation of low-cost renewable hydropower; the restoration of certain sites contaminated as a result of the nation's early atomic weapons development program; and emergency preparedness and training to respond to natural disasters.

The nearly $1.313 billion in additional funding not allocated to specified projects in the four appropriations by the Statement of Managers is subdivided into numerous categories within these broad areas:

- Navigation: $677 million
- Flood Risk Management: $434 million
- Other Authorized Project Purposes: $202 million

Work eligible for consideration for the additional funding generally included projects, programs and activities funded in the three previous fiscal years, and other ongoing projects, programs and activities that can attain a significant milestone or produce significant outputs in FY 2016.

The work plan identifies which projects, programs, and activities within the Civil Works program will receive the funding provided in FY 2016 to USACE, and how much each of them will receive, and includes in these amounts that the Army allocated earlier this fiscal year under a continuing resolution. With the total funding for this fiscal year, the work plan funds to completion nine feasibility studies, two projects in the Preconstruction Engineering and Design phase, and 24 construction projects or elements of projects.

Feasibility Studies Funded for Completion in FY 2016:

- Illinois River Basin River Restoration – Fox River, IL
- Illinois River Basin River Restoration – Ten Mile River, IL
- Passaic River Above Dundee Dam, NJ (Phase I)
- Sabine Pass to Galveston Bay, TX
- Saginaw River Deepening, Saginaw, MI
- St. John's County, FL
- St. Lucie County Beaches, FL
- Sulphur River Basin Reallocation, TX
- Westchester County Streams (Byram River), NY

Preconstruction Engineering and Design Funded for Completion in FY 2016:

- American River Watershed, Common Features Project, Natomas Basin, CA
- Boston Harbor Deep Draft, MA

Construction Projects Funded for Completion in FY 2016:

- Alamogordo, NM
- Bethel Bank Stabilization, AK
- Cape Girardeau (Floodwall), MO
- Charleston Harbor, SC (Dredged Material Placement Facility)
- Chicago Sanitary and Ship Canal Dispersal Barrier, IL
- Coyote & Berryessa Creeks, CA
- Des Moines and Raccoon Rivers, IA
- Grays Harbor (38-foot Deepening), WA
- GIWW, Chocolate Bayou, TX (Dredged Material Placement Facility)
- Greens Bayou, Houston, TX
- Indianapolis White River (North), IN
- Lower Colorado River Basin (Onion Creek), TX
- Lower Snake River Fish and Wildlife Compensation, WA, OR & ID
- Manatee Pass Gates, FL
- Marsh Lake, MN
- McCook Reservoir, IL (Stage I)
- Missouri River Levee System (Unit L385), IA, NE, KS & MO (Deficiency Correction)
- Oakland Harbor, CA
- Port Lions Harbor (Deepening and Breakwater), AK
- Pine Creek Lake, OK (Dam Safety)
- Rio Grande Floodway, NM
- Savannah Harbor Disposal Areas, GA & SC (Dredged Material Containment Area 13A)
- Tropicana and Flamingo Washes, NV (Deficiency Correction)

- Upper St. Johns, FL

Public Law 114-113 authorizes USACE to fund up to 10 previously unfunded studies and up to six previously unfunded construction projects. The Army selected 10 previously unfunded studies and six previously unfunded construction projects for funding based on performance and on considerations provided in the Statement of Managers.

The Statement of Managers stipulates that of the 10 new studies, three will be navigation studies, three will be flood risk management studies, three will be environmental restoration studies, and the tenth can be either a navigation or flood risk management study. The 10 selected studies are:

- Dutch Harbor, Unalaska Channels, AK
- GIWW, Brazos River Floodgates and Colorado River Locks, TX
- Grand River Basin, IA & MO
- Lowell Creek Flood Diversion, AK
- Matagorda Ship Channel (Widening and Deepening), TX
- Rio Grande Basin, Sandia Pueblo to Isleta Pueblo, NM
- Savannah River Below Augusta Ecosystem Restoration, GA
- Souris River, ND
- Sweetwater Creek, GA
- Water Resources Priorities Study

The Statement of Managers also stipulates that of the six Construction new starts, one will be navigation, one will be flood risk management, one will be environmental restoration, and the remaining three can be either navigation or flood risk management. Construction new starts in FY 2016 are:

- American River Watershed, Common Features Project, Natomas Basin, CA
- Atlantic Intracoastal Waterway Bridge Replacement at Deep Creek, Chesapeake, VA
- Coyote and Berryessa Creeks, CA (Berryessa Creek) (Funded to completion)
- Fargo, ND – Moorhead, MN Metropolitan Area
- Marsh Lake, MN (Funded to completion)
- Port Lions (Deepening and Breakwater), AK (Funded to completion)

The work plan listing the amounts provided to various programs, projects and activities for each of the four appropriations accounts can be found at http://www.usace.army.mil/Missions/CivilWorks/Budget.aspx.

The Statement of Managers (Congressional Record, December 17, 2015, page H10056 et seq.) can be found at https://www.congress.gov/congressional-record/2015/12/17/house-section.

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civil works U. S. Army Corps of Engineeers (USACE) U.S. Army Corps of Engineers Releases Work Plan for Fiscal Year 2016 Civil Works Appropriations

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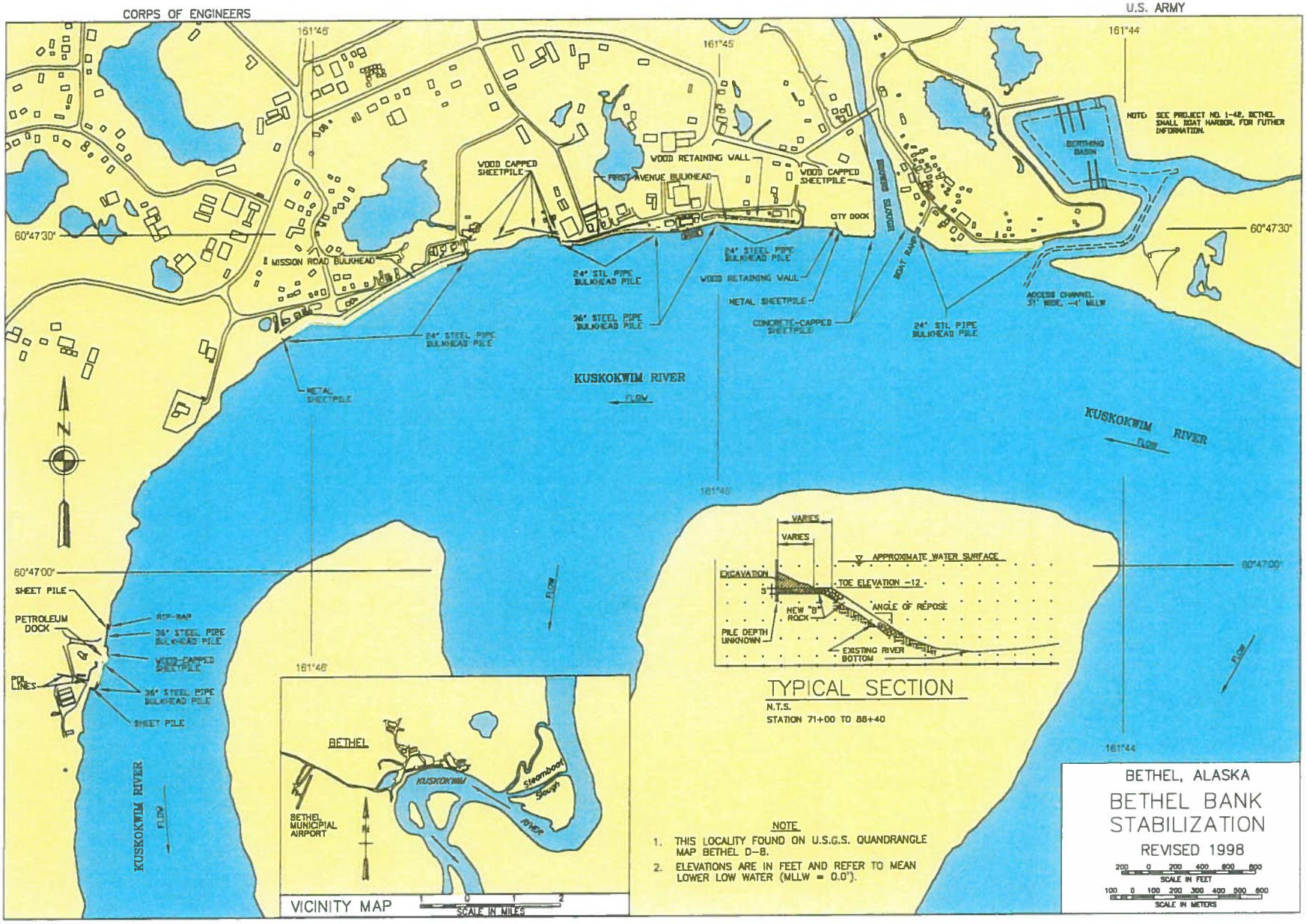
ARMY CIVIL WORKS PROGRAM
FY 2016 WORK PLAN - CONSTRUCTION

State	Division	Business Program 2/	Program Name	President's Budget Amount	Statement of Managers Amount	Additional Work Plan Amount	Total Work Plan Amount	Funding Pot Description 2/	Summary of Work to be Accomplished with Total Amount
AK	POD	FDRR	BETHEL BANK STABILIZATION, AK			3,500,000	3,500,000	1	Complete and fiscally close out construction project
AK	POD	NHS	PORT LIONS HARBOR, AK	7,928,000		8,300,000	8,300,000	4	New Start: Initiate and Complete Construction
AZ	SPD	FDRR	RIO DE FLAG FLAGSTAFF, AZ			1,250,000	1,250,000	1	Complete necessary work to turn Clay Avenue Detention Basin feature of the project over to the non-Federal sponsor, including inspections and vegetation removal ($625,000) and complete Limited Reevaluation Report ($125,000); Landscape and riprap near the Butler Channel ($500,000)
CA	SPD	FDRR	AMERICAN RIVER COMMON FEATURES, NATOMAS BASIN,CA			11,000,000	11,000,000	1	New Start: Design Reaches A & B, Award Construction Reach D
CA	SPD	FDRR	AMERICAN RIVER WATERSHED (FOLSOM DAM MODIFICATIONS), CA	56,024,000	56,024,000	3,725,000	61,024,000	1	Continue Construction Approach Channel and Chute and Stilling Basin, Construction Management, Award Site Restoration and Final Commissioning Contract, Continue Water Control Manual
CA	SPD	FDRR	AMERICAN RIVER WATERSHED (FOLSOM DAM MODIFICATIONS), CA			1,275,000		2	
CA	SPD	FDRR	AMERICAN RIVER WATERSHED (FOLSOM DAM RAISE), CA	18,641,000	18,641,000		18,641,000		Award Construction Contract for Emergency Gates ($15,789,000), Construction Management for Construction Contract ($1,677,000), Complete Design Remaining Flood Damage Reduction Features ($325,000); Continue Design Temperature Control Shutters ($750,000) and Folsom Dam Bridge Mitigation and Monitoring ($100,000)
CA	SPD	FDRR	COYOTE & BERRYESSA CREEKS, CA (BERRYESSA CREEK)	12,739,000		20,000,000	20,000,000	1	New Start: Initiate and Complete Construction
CA	SPD	ENR	HAMILTON CITY, CA	15,000,000	15,000,000		15,000,000		Phase 2 Construction/Phase 1&2 Vegetation Contract Award ($10,500,000), Phase 1 Service Contract ($2,200,000), Phase 2 Service Contract ($2,300,000)
CA	SPD	FDRR	ISABELLA LAKE, CA (DAM SAFETY)	49,900,000	49,900,000	22,000,000	71,900,000	2	Conduct necessary facility, road and utility relocations, vegetation mitigation, and Real Estate acquuistions and and design for the Borel Canal
CA	SPD	NHD	OAKLAND HARBOR (50 FOOT PROJECT), CA	1,200,000	1,200,000	1,200,000	2,400,000	4	Complete and fiscally close out construction project, including eelgrass planting in the Middle Harbor Enhancement Area, Supervision and Administration, Engineering and Design, Project Management, Final Grading Contract
CA	SPD	FDRR	SACRAMENTO RIVER BANK PROTECTION PROJECT, CA	6,000,000	6,000,000		6,000,000		Levee/Bank Erosion Inventory within the Sacramento River Flood Control Project limits and subsequent repair designs and contract development, award and administration for critical repairs and associated mitigation; NEPA/CEQA documentation and compliance.
CA	SPD	FDRR	SAN LUIS REY RIVER, CA			6,535,000	6,535,000	1	Sediment Removal ($5.3 million); Mitigation ($800,000); Section 902 Post Authorization Change Report ($434,000)
CA	SPD	FDRR	SANTA ANA RIVER MAINSTEM, CA	21,500,000	21,500,000	7,000,000	28,500,000	2	Construction Management, Supervision and Administration, Engineering and Design and Mitigation efforts for ongoing Reach 9 Contracts, Award Reach 9 Phase 4 and 5B Construction Contract and Reach 9 Phase 5B Mitigation Contract
CA	SPD	NOTH	SURFSIDE - SUNSET - NEWPORT BEACH, CA			1,500,000	1,500,000	4	Execute Design Agreement, beach surveys, and Economic Update for Stage 13 sand mitigation renourishment
CA	SPD	FDRR	YUBA RIVER BASIN, CA	7,361,000	7,361,000		7,361,000		Award construction of Phases 2A and 4A
CA	SPD	EI	CAMBRIA SEAWATER DESALINATION, CA			190,000	190,000	8	Finalize Environmental Impact Statement, Update Project Management Plan, Execute Project Partnership Agreement
CA	SPD	ENR	HAMILTON AIRFIELD WETLANDS RESTORATION, CA			515,000	800,000	6	Monitoring and Adaptive Management and Nursery Activities
CA	SPD	ENR	HAMILTON AIRFIELD WETLANDS RESTORATION, CA			285,000		7	
CA	SPD	EI	DESERT HOT SPRINGS, CA			250,000	250,000	8	Complete Plans and Specifications and Award Initial Contract
CA	SPD	ENR	NAPA RIVER, SALT MARSH RESTORATION, CA			600,000	600,000	7	Complete first 2 years of Monitoring and Adaptive Management
CA	SPD	EI	SOUTH PERRIS, CA			750,000	750,000	8	Complete Environmental Assessment, Project Partnership Agreement Amendment, Plans and Specifications for Treater Water Pipeline and Utilities for Wells 95/96, Contract for Grading, Fencing, Lighting, Access to Wells
FL	SAD	FDRC	BREVARD COUNTY, CANAVERAL HARBOR, FL			5,200,000	5,200,000	3	Initiate and complete construction of the Mid-Reach segment authorized in WRDA 2007
FL	SAD	FDRR	HERBERT HOOVER DIKE, FL (SEEPAGE CONTROL)	64,141,000	64,141,000		64,141,000		Continue construction of culverts, engineering during construction, design/field investigation, and construction management
FL	SAD	FDRC	NASSAU COUNTY, FL			500,000	500,000	3	Renourishment for 3.6 miles of Nassau County Shoreline from Sadler Road North to Sourthern Boundary of Fort Clinch State Park
FL	SAD	NHD	NASSAU COUNTY, FL			500,000	500,000	4	Sand mitigation portion of funded renourishment
FL	SAD	FDRC	ST JOHN'S COUNTY, FL			300,000	300,000	3	Plans and Specifications for 3rd nourishment
FL	SAD	NHD	ST JOHN'S COUNTY, FL			327,000	327,000	4	Plans and Specifications for sand mitigation to be performed in conjunction with the 3rd nourishment
FL	SAD	EI	FLORIDA KEYS WATER QUALITY IMPROVEMENTS, FL			3,000,000	3,000,000	8	Municipalities of Key Largo, Islamorada, and Marathon
FL	SAD	ENR	SOUTH FLORIDA ECOSYSTEM RESTORATION, FL	123,742,000	123,742,000		123,742,000		Complete Upper St. Johns project ($334,448); Continue construction on C-51 West Palm Beach Canal Culvert Repairs ($1,000,000); Fully fund Contracts 8 and 9 and project oversight for C-111 South Dade ($22,741,000) Fiscally close out Manatee Pass Gates ($25,000); Public Outreach ($25,000); Program Management ($2,000,000); Information and Data Managmeent ($400000) Continue Loxahatchee River Watershed study ($1,424,000); Initiate Western Everglades (Big Cypress/L-28 Interceptor) study ($150,000); Initiate Lake Okeechobee Watershed study ($150,000) Adaptive Management ($4,000,000); RECOVER support ($1,400,000); Interagency Modeling Center ($750,000); Complete Design for Broward County Water Preserve Area ($2,900,000); Complete design for Biscayne Bay Coastal Wetlands ($2,600,000); Support C-111 Spreader Canal Takings Analysis ($75,000); Execute Project Partnership Agreement and oversee construction of C-43 WBSR; Fiscally close out Melaleuca Eradication ($25,000); Continue Indiana River Lagoon South C-44 Reservoir construction ($45,623,552); Continue work on Picayune Strand pump stations ($6,875,000); Kissimmee River: Real Estate Crediting ($113,000), Complete Reach 3 Backfill ($1,283,000); Fully fund Reach 2 Backfill ($25,848,000); Construction Management on McArthur Ditch ($400,000); and Project Oversight ($2,000,000)
GA	SAD	HYD	RICHARD B RUSSELL DAM AND LAKE, GA & SC	770,000	770,000		770,000		Complete year 3 and Initiate year 4 of the required Post Construction Environmental Monitoring
GA	SAD	NHD	SAVANNAH HARBOR DISPOSAL AREAS, GA & SC	8,663,000	8,663,000		8,663,000		Initiate and complete DMCA 13A Plans and Specifications to 62 feet mean-low low-water (MLLW) ($95,000), Award 13A Contract raising to 62 feet (MLLW) ($8,370,000) Construction Management DMCA 13A ($198,000)
GA	SAD	NHD	SAVANNAH HARBOR EXPANSION, GA	21,050,000	21,050,000	24,320,000	45,370,000	4	Continue Environmental Monitoring ($2,190,000), Continue Entrance Channel Dredging (18,845,000), Construction Management ($871,000), Engineering during Construction ($1,334,000), Construct McCoys Cut and River Re-routing Design for Expansion Project ($24,320,000)

BETHEL BANK STABILIZATION

CORPS OF ENGINEERS

U.S. ARMY



Condition of Improvements
30 December 2014
Bethel Bank Stabilization, Alaska
(CWIS No. 012314, 075440)

Authorization Public Law 99-662, under Section 202, 17 November 1986, as adopted, provides for the placement of 8,500 linear feet of rock rip-rap along unprotected river bank and existing bulkhead structures.

Table 1

Existing Project	Length ft.
Rock rip-rap	8200

Project Usage Located on the north bank of the Kuskokwim River 400 air miles west of Anchorage, Bethel is a commercial and cultural center for the southwest region of the state. Improvements to the project will protect the city from the harmful effects of rapid riverbank erosion.

Work Prior to Existing Project

1985	Under the continuing authority of Section 14, Public Law 79-526, dated 24 July 1946, emergency bank protection is authorized by the Chief of Engineers 13 September 1985. Approximately 200 linear feet of rock rip-rap is placed at the toe of the petroleum dock, and 40 linear feet of rock rip-rap is positioned at the downstream end of the Mission Road bulkhead for a total of 1,650 cubic yards of rock. Total cost for emergency protection equals $ 553,970 of which $ 30,000 is contributed by non-Federal sources.
1986	Under Section 116 of Public Law 99-190 (House Joint Resolution 465) dated 19 December 1985, emergency protection is authorized for the Mission Road bulkhead. A contract is awarded in August and completed before freeze-up in October at a cost of $ 538,942.

Progress of Work

1984	Initial planning and preparation of the General Design Memorandum is begun.
1985	The City of Bethel constructs 4,000 linear feet of bulkhead to protect the river bank. A storm in May endangers the bulkhead; the Corps moves ahead with an emergency bank protection project to save the works.

Progress of Work

1986	Work on the General Design Memorandum is 75% complete; the plan calls for rock rip-rap protection for 8,500 feet of river bank.
1987	The General Design Memorandum is published in November.
1989	The project is inspected by the Corps this year and the next.
1991	Project dimensions are revised to protect 3,000 linear feet of previously installed bulkhead and 3,500 feet of unprotected river bank.
1992	Plans and specifications are initiated, surveys conducted, and plans reviewed by the Corps.
1993	Plans and specifications are approved in October.
1994	Real estate acquisition is initiated.
1995	Necessary real estate is acquired, and a construction contract is awarded in June. Armor rock protection is placed along 300 feet of the City Cargo Dock and along 700 feet of river bank downstream from the Mission Road Bulkhead. Placement of steel tie-back rods to hold the pipe-pile bulkheads in place is begun in September.
1996	Bank protection work nears completion: (1) structural tie-backs along the pipe-pile bulkhead are completed, (2) 157,220 tons of "B" rock are placed along the embankment with only minor placement remaining, and (3) the embankment requires some erosion protection and seeding to reach completion.
1997	Final inspection of the project, except for seeding, occurs in September. The completed project protects 8,200 feet of river bank and included placement of 221,220 tons of rock. Seeding of the sloped river bank is scheduled for June 1998.
1998	The project is physically completed. Some contract issues are still outstanding.
1999	Inspection finds the project in generally good condition. Minor erosion is noted at the downstream end of "Bootlegger Beach" where the rock ties into the bank. The bank slope downstream of the Petroleum Dock is filled and seeded.
2000	The Federal project appears to be in good condition. Locals are notified of the need to keep adequate quantities of rock stockpiled in case of an emergency.
2001	The rock revetment is found in good condition. Local interests make recommended repairs to eroded areas. Additional areas requiring fill and seeding are noted.
2002	The bank stabilization project is inspected by the Corps and found to be in good condition with some minor areas of maintenance needed. The City of Bethel has been notified. Vertical aerial photography is taken in June.
2003	Corps and local officials inspect the project in August. The project is reported to be in good condition with minor areas of needed maintenance. Continued monitoring is required.
2004	The project is found in good overall condition. Areas of concern were noted, recommendations made, and continued monitoring is required.

Progress of Work

2005	The federal bank stabilization project was thoroughly inspected in June and found to be in good condition with some minor areas of maintenance needed. The City and Petro docks should be monitored on a continuing basis, especially after high water and breakup events.
2007	A FY 2001 Congressional Add authorized and directed the Corps to extend the existing project an additional 1,200 feet upstream. Phase 1 of the project extension, placement of rip rap at the toe of the existing bulkhead was completed in September 2007.
2009	The control of overland flow and traffic on the slope face appears to have greatly helped the establishment of vegetation and the prevention of erosion of the bluff behind the revetment. Overall the project looks to be in good condition, but the rock revetment needs maintenance.
2011	The bank stabilization project was thoroughly inspected and found to be in good condition with some minor areas of maintenance needed.

Table 2 Cost to Date

Project	Description	Cost $
012314	CG Appropriation	23,299,007
	CG Costs	22,876,840
075440	CG Contributed Appropriation	5,715,000
	CG Contributed Costs	5,318,451
075440	CG Appropriation	537,000
	CG Costs	537,000

Table 3 Range of Tides in feet

Tide Station	Mean Range	Diurnal Range	Extreme Range
946 6477 Bethel AK	2.42	3.66	-

Bethel Bank Stabilization, Bethel, Alaska

Aerial of Bethel along the Kuskokwim River, 2014.

Oblique of Bethel, June 2002.

Bethel Bank Stabilization, Bethel, Alaska

The Port of Bethel along the Kuskokwim River, 6 June 2007.

Bethel Bank Stabilization along Brown's Slough, 6 June 2007.

Bethel Bank Stabilization, Bethel, Alaska

Riprap transport for the Bethel Bank Stabilization project, 17 July 2007.

Placement of riprap, 5 August 2007.

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

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MUNICIPAL DOCK

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SMALL BOAR HARBOR					
52-55-501	SALARIES	53,002.36	53,002.36	.00	(53,002.36)	.0
52-55-502	OVERTIME	2,174.40	2,174.40	.00	(2,174.40)	.0
52-55-508	LEAVE CASHOUT	117.79	117.79	.00	(117.79)	.0
52-55-510	SOCIAL SECURITY	2,576.16	2,576.16	.00	(2,576.16)	.0
52-55-511	MEDICARE FICA	817.42	817.42	.00	(817.42)	.0
52-55-512	EMPLOYEE GROUP BENEFITS	4,302.19	4,302.19	.00	(4,302.19)	.0
52-55-518	PERS	2,997.64	2,997.64	.00	(2,997.64)	.0
52-55-561	SUPPLIES	396.94	396.94	.00	(396.94)	.0
52-55-668	SMALL BOAT HARBOR MAINTENANCE	4,701.05	4,701.05	.00	(4,701.05)	.0
52-55-799	MISCELLANEOUS EXPENSES	728.90	728.90	.00	(728.90)	.0
	TOTAL SMALL BOAR HARBOR	71,814.85	71,814.85	.00	(71,814.85)	.0
	TOTAL FUND EXPENDITURES	532,796.80	532,796.80	1,013,470.00	480,673.20	52.6
	NET REVENUE OVER EXPENDITURES	(73,943.37)	(73,943.37)	14,530.00	88,473.37	(508.9)

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

MUNICIPAL DOCK

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DOCK EXPENDITURES					
52-50-501	SALARIES	120,529.23	120,529.23	181,878.00	61,348.77	66.3
52-50-502	OVERTIME	601.96	601.96	2,000.00	1,398.04	30.1
52-50-508	LEAVE CASHOUT	2,237.98	2,237.98	8,051.00	5,813.02	27.8
52-50-510	SOCIAL SECURITY EXPENSE	1,110.99	1,110.99	1,293.00	182.01	85.9
52-50-511	MEDICARE FICA	1,880.66	1,880.66	2,666.00	785.34	70.5
52-50-512	EMPLOYEE GROUP BENEFITS	27,120.81	27,120.81	41,761.00	14,640.19	64.9
52-50-515	UNEMPLOYMENT	106.59	106.59	1,471.00	1,364.41	7.3
52-50-516	WORKMEN'S COMP	8,817.13	8,817.13	9,900.00	1,082.87	89.1
~~52-50-517~~	~~PERS ON BEHALF~~	~~.00~~	~~.00~~	~~11,000.00~~	~~11,000.00~~	~~.0~~
52-50-518	PERS	22,706.71	22,706.71	35,427.00	12,720.29	64.1
52-50-519	UTILITY BENEFIT	8,683.57	8,683.57	9,768.00	1,084.43	88.9
52-50-545	TRAINING/TRAVEL	1,490.51	1,490.51	7,000.00	5,509.49	21.3
52-50-561	SUPPLIES	5,121.63	5,121.63	4,700.00	(421.63)	109.0
52-50-563	WEARING APPAREL	1,981.50	1,981.50	1,300.00	(681.50)	152.4
52-50-600	TIRES	62.00	62.00	.00	(62.00)	.0
52-50-601	VEHICLE MT	1,930.75	1,930.75	4,000.00	2,069.25	48.3
52-50-602	GASOLINE/DIESEL/OIL	16,166.34	16,166.34	20,000.00	3,833.66	80.8
52-50-621	ELECTRICITY	4,320.19	4,320.19	5,000.00	679.81	86.4
52-50-622	TELEPHONE	513.70	513.70	3,000.00	2,486.30	17.1
52-50-623	HEATING FUEL	304.31	304.31	2,000.00	1,695.69	15.2
52-50-624	WATER, SEWER, GARBAGE	4,241.32	4,241.32	12,000.00	7,758.68	35.3
52-50-626	WATER FOR BARGES	5,092.62	5,092.62	12,000.00	6,907.38	42.4
52-50-642	LEGAL FEES	108.00	108.00	5,000.00	4,892.00	2.2
52-50-643	PLANNING/ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
52-50-649	OTHER PROFESSIONAL SERVICES	40.00	40.00	.00	(40.00)	.0
52-50-661	VEHICLE MAINT/REPAIR	2,747.35	2,747.35	10,605.00	7,857.65	25.9
52-50-666	MUNICIPAL DOCK MAINT.	6,291.01	6,291.01	7,000.00	708.99	89.9
52-50-667	MAINT-SEAWALL	10,644.32	10,644.32	7,000.00	(3,644.32)	152.1
52-50-668	MAINT SMALL BOAT HARBOR	2,122.30	2,122.30	.00	(2,122.30)	.0 -2.55
52-50-669	OTHER PURCHASED SERVICES	11,336.10	11,336.10	20,000.00	8,663.90	56.7
52-50-683	MINOR EQUIPMENT	822.84	822.84	4,000.00	3,177.16	20.6
52-50-687	LAND/EASEMENT ACQUISITION	14,686.20	14,686.20	20,000.00	5,313.80	73.4
52-50-699	XFER TO FLEET REPLACE FUND	63.48	63.48	25,000.00	24,936.52	.3
52-50-721	INSURANCE	15,671.51	15,671.51	22,000.00	6,328.49	71.2
52-50-724	DUES	531.21	531.21	500.00	(31.21)	106.2
52-50-727	ADVERTISING	510.50	510.50	500.00	(10.50)	102.1
52-50-738	BAD DEBT EXPENSE	3,570.00	3,570.00	5,000.00	1,430.00	71.4
52-50-775	MUNICIPAL DOCK GRAVEL	136,714.30	136,714.30	135,000.00	(1,714.30)	101.3
52-50-776	HYDROGRAPHIC SURVEY	20,000.00	20,000.00	20,000.00	.00	100.0
52-50-799	MISCELLANEOUS EXPENSES	24.00	24.00	250.00	226.00	9.6
52-50-990	XFER OUT	78.33	78.33	300,000.00	299,921.67	.0
52-50-996	ADMIN OVERHEAD-IT SVCS	.00	.00	15,372.00	15,372.00	0
52-50-998	ALLOCATION ADMIN OVERHEAD	.00	.00	35,028.00	35,028.00	0
	TOTAL DOCK EXPENDITURES	460,981.95	460,981.95	1,013,470.00	552,488.05	45.5

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

MUNICIPAL DOCK

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS					
52-49-487	INVESTMENT INCOME	1,855.05	1,855.05	1,000.00	(855.05)	185.5
52-49-495	MISCELLANEOUS REVENUE	1,310.00	1,310.00	5,000.00	3,690.00	26.2
	TOTAL MISCELLANEOUS	3,165.05	3,165.05	6,000.00	2,834.95	52.8
	TOTAL FUND REVENUE	458,853.43	458,853.43	1,028,000.00	569,146.57	44.6

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

MUNICIPAL DOCK

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTEREST & PENALITIES					
52-40-403	CITY DOCK-PENALTIES & INT	3,164.92	3,164.92	12,000.00	8,835.08	26.4
	TOTAL INTEREST & PENALITIES	3,164.92	3,164.92	12,000.00	8,835.08	26.4
	STATE FUNDING					
52-41-410	FY06 PERS INCREASE	.00	.00	15,500.00	15,500.00	.0
	TOTAL STATE FUNDING	.00	.00	15,500.00	15,500.00	.0
	CHARGES FOR SERVICES					
52-43-402	CITY DOCK-STORAGE	5,256.60	5,256.60	50,000.00	44,743.40	10.5
52-43-404	CITY DOCK-PERMITS	720.00	720.00	3,000.00	2,280.00	24.0
52-43-405	CITY DOCK-WHARFAGE	103,305.79	103,305.79	140,000.00	36,694.21	73.8
52-43-407	CITY DOCK-DOCKAGE	14,982.01	14,982.01	24,000.00	9,017.99	62.4
52-43-424	PETRO YARD - STORAGE	762.00	762.00	2,000.00	1,238.00	38.1
52-43-426	PETRO PORT-FUEL THRU-PUT	265,390.90	265,390.90	500,000.00	234,609.10	53.1
52-43-427	PETRO PORT-DOCKAGE	12,414.77	12,414.77	20,000.00	7,585.23	62.1
52-43-432	SEAWALL-STORAGE	1,152.00	1,152.00	12,000.00	10,848.00	9.6
52-43-433	SEAWALL MOORAGE	.00	.00	40,000.00	40,000.00	.0
52-43-434	SEAWALL DOCKAGE	9,340.18	9,340.18	30,000.00	20,659.82	31.1
52-43-435	SEAWALL-WHARFAGE	903.79	903.79	1,000.00	96.21	90.4
52-43-454	BEACH-STORAGE	.00	.00	30,000.00	30,000.00	.0
52-43-455	BEACH-WHARFAGE	11,390.76	11,390.76	30,000.00	18,609.24	38.0
52-43-457	BEACH-DOCKAGE	7,374.66	7,374.66	17,000.00	9,625.34	43.4
52-43-462	BOAT HARBOR-STORAGE	.00	.00	4,500.00	4,500.00	.0
52-43-463	BOAT HARBOR-MOORAGE	430.50	430.50	25,000.00	24,569.50	1.7
	TOTAL CHARGES FOR SERVICES	433,423.96	433,423.96	928,500.00	495,076.04	46.7
	LEASE REVENUE					
52-44-467	LEASE REVENUE	6,000.00	6,000.00	24,000.00	18,000.00	25.0
	TOTAL LEASE REVENUE	6,000.00	6,000.00	24,000.00	18,000.00	25.0
	MISCELLANEOUS					
52-45-462	SMALL BOAT HARBOR STORAGE	852.00	852.00	.00	(852.00)	.0
52-45-464	SMALL BOAT HARBOR PERMITS	1,920.00	1,920.00	12,000.00	10,080.00	16.0
52-45-467	EXTRA WATER CALLS	10,327.50	10,327.50	30,000.00	19,672.50	34.4
	TOTAL MISCELLANEOUS	13,099.50	13,099.50	42,000.00	28,900.50	31.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

PORT OFFICE CP FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PORT OFFICE EXPENDITURES					
47-50-690	CAPITAL EXPENSES	.00	.00	500,000.00	500,000.00	.0
	TOTAL PORT OFFICE EXPENDITURES	.00	.00	500,000.00	500,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	500,000.00	500,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	(500,000.00)	(500,000.00)	.0

Attachment C – Room Criteria Sheets

These requirements are in addition to Section 4 Facility Requirements.

#	Description	Requirement
1	Space	**0. Stair, Accessibility Ramp**
2	Function	Ground level access to front entry
3	Space size	As required by design and current code
4	Number Occupants, Users	
5	Relationship/Access	At exterior, to Arctic Entry
6	Systems & Technology	
7	Acoustics	-
8	Ventilation	-
9	Heating	-
10	Controls	-
11	Plumbing	-
12	Lighting	Well lit, includes all four sides of facility, on photocell, See Section 4
13	Electrical	-
14	Tel/Data	-
15	Security Requirements	See Section 4, exterior coverage of front entry door, coverage of stair and ramp
16	Door/Lock	-
17	Finish Materials	
18	Floor	Galvanized grating preferred, must be low maintenance
19	Walls/Glazing/Base	Handrail to be low maintenance
20	Ceiling	It is not required to provide an overhang or cover the stairs or ramp. Winter winds are strong enough that any protection offered by roof cover is substantially mitigated.
21	Contractor Provided FF&E	Visible and lit signage at front entry, on photocell
22	Owner Provided FF&E	none

Attachment C – Room Criteria Sheets

These requirements are in addition to Section 4 Facility Requirements.

#	Description	Requirement
1	Space	**1. Arctic Entry**
2	Function	Airlock, help alleviate foot-born mud, snow, water
3	Space size	Approximately 6' X 10', 60 SF
4	Number Occupants, Users	Approximately 2000 customers every April and May visit the port offices
5	Relationship/Access	Public Entry to Lobby/Reception
6	Systems & Technology	
7	Acoustics	-
8	Ventilation	As required
9	Heating	Cabinet unit heater acceptable, (plastic casing not acceptable)
10	Controls	Not accessible to public
11	Plumbing	Insulated drain, if floor grating used.
12	Lighting	On occupancy sensor
13	Electrical	As required
14	Tel/Data	-
15	Security Requirements	Door contact on exterior door
16	Door/Lock	Inner and outer doors to have half-light, and relights. Lockable exterior door, both doors to have automatic door closers and appropriate panic hardware.
17	Finish Materials	
18	Floor	Suitable for very high traffic, very muddy conditions, must be easily cleaned, galvanized grate with drain preferred
19	Walls/Glazing/Base	Painted, impact resistant GWB, wainscot, vinyl base
20	Ceiling	See Section 4.
21	Contractor Provided FF&E	Lighted sign at exterior entry.
22	Owner Provided FF&E	Bulletin board, coat hooks, boot rack

#	Description	Requirement
1	Space	

Attachment C – Room Criteria Sheets

These requirements are in addition to Section 4 Facility Requirements.

		2. Lobby/Reception
2	Function	Transact business w/public, passive surveillance of port, public waiting area
3	Space size	Approx 230 SF
4	Number Occupants, Users	one employee behind desk, one customer at transaction counter, up to six customers seated in chairs
5	Relationship/Access	Immediately inside Arctic Entry, on east side facing staging area, may be generally open, may be used as a pass through space to Offices, Meeting Room, etc.
6	Systems & Technology	
7	Acoustics	-
8	Ventilation/Windows	As req'd, see Section 4. East side window wall preferred. Provide minimum of one operable window.
9	Heating	As req'd.
10	Controls	Not accessible to public.
11	Plumbing	Insulated floor drain (to promote floor cleaning).
12	Lighting	Office type lighting, accent lighting desirable.
13	Electrical	In addition to duplex receptacles required in Section 4, provide at least two recessed floor receptacles in area designated for desk.
14	Tel/Data	Data ports: at least two wall mounted, plus one recessed, in floor area designated for desk. Provide one cable TV outlet.
15	Security Requirements	Provide smoke/heat detector. Provide general camera coverage of room, motion sensor.
16	Door/Lock	Preferred as open space
17	Finish Materials	
18	Floor	Vinyl
19	Walls/Glazing/Base	Painted impact resistant GWB, w/ wainscot all around, vinyl base, corner guards if needed.
20	Ceiling	See Section 4.
21	Contractor Provided FF&E	-
22	Owner Provided FF&E	Desk and transaction counter, task chair, 6 X waiting chairs, 2 side tables, marker board, bulleting board, computer, security cameras, telephone, VHF radio

#	Description	Requirement

Attachment C – Room Criteria Sheets
These requirements are in addition to Section 4 Facility Requirements.

1	Space	**3. Office 1, SW Corner**
2	Function	Port Director's Office, passive surveillance of Port and Lobby/Reception activities
3	Space size	Approx 120 SF
4	Number Occupants, Users	One full time, up to two occasional visitors
5	Relationship/Access	Located with a view looking SW up the river, Immediately adjacent to Lobby/Reception,
6	Systems & Technology	
7	Acoustics	STC of 50, radio transmissions not to disturb others, need privacy for sensitive conversations. Assume walls to extend to structure above and be sealed.
8	Ventilation/Windows	As req'd, see Section 4. South and west side window wall preferred. Provide minimum of one operable window.
9	Heating	As req'd
10	Controls	Individual room control.
11	Plumbing	-
12	Lighting	On occupancy sensor
13	Electrical	See Section 4
14	Tel/Data	Data ports, two on separate walls, to allow furniture arrangement flexibility. Provide cable TV port.
15	Security Requirements	DON'T KNOW
16	Door/Lock	Full light door, keyed office lock function
17	Finish Materials	
18	Floor	Vinyl
19	Walls/Glazing/Base	Maximize interior office glazing to promote passive surveillance and diffusion of natural light. Painted GWB where needed.
20	Ceiling	See Section 4
21	Contractor Provided FF&E	-
22	Owner Provided FF&E	Desk, credenza, task chair, 2 side chairs, book shelf, lateral filing cabinet, floor safe, computer, telephone, VHF radio, security monitor

#	Description	Requirement
1	Space	**4. Office 2, SE Corner**

Attachment C – Room Criteria Sheets

These requirements are in addition to Section 4 Facility Requirements.

2	Function	Administrator's Office, passive surveillance of port activities and Lobby activities
3	Space size	Approx 120 SF
4	Number Occupants, Users	One employee either here or at Lobby desk, up to two occasional visitors
5	Relationship/Access	Located with a view looking SE down the river, Immediately adjacent to Lobby/Reception,
6	Systems & Technology	
7	Acoustics	STC of 50, radio transmissions not to disturb others. Assume walls to extend to structure above and be sealed.
8	Ventilation/Windows	As req'd, see Section 4. South and east side window wall preferred. Provide minimum of one operable window.
9	Heating	As req'd
10	Controls	Individual room control.
11	Plumbing	-
12	Lighting	On occupancy sensor
13	Electrical	See Section 4
14	Tel/Data	Data ports, two on separate walls, to allow furniture arrangement flexibility. Provide cable TV port.
15	Security Requirements	DON'T KNOW
16	Door/Lock	Full light door, keyed office lock function
17	Finish Materials	
18	Floor	Vinyl
19	Walls/Glazing/Base	Maximize interior office glazing to promote passive surveillance and diffusion of natural light. Painted GWB where needed.
20	Ceiling	See Section 4
21	Contractor Provided FF&E	-
22	Owner Provided FF&E	Desk, credenza, task chair, 2 side chairs, book shelf, lateral filing cabinet, floor safe, computer, telephone, VHF radio, security monitor

#	Description	Requirement
1	Space	**5. Meeting Room**

Attachment C – Room Criteria Sheets
These requirements are in addition to Section 4 Facility Requirements.

2	Function	Small meetings, presentations, break area w/hospitality counter
3	Space size	Approximately 182 SF
4	Number Occupants, Users	Up to six seated at a table
5	Relationship/Access	Accessible from Lobby/Reception
6	Systems & Technology	
7	Acoustics	STC of 50. Assume walls to extend to structure above and be sealed.
8	Ventilation/Window	As req'd, see Section 4. Provide minimum of one operable window.
9	Heating	As req'd.
10	Controls	Individual room control
11	Plumbing	Small sink, high gooseneck faucet.
12	Lighting	Typical office function, Dimmable
13	Electrical	See Section 4
14	Tel/Data/Cable TV	Data ports: two wall mounted. Additional data ports for both ceiling mounted projector and large screen TV. HDMI cable and cable TV to both ceiling mounted projector and large screen TV. Coordinate HDMI termination locations with Owner.
15	Security Requirements	DON'T KNOW.
16	Door/Lock	Keyed office lock function.
17	Finish Materials	
18	Floor	Vinyl
19	Walls/Glazing/Base	Painted GWB, wainscot all around, vinyl base
20	Ceiling	See Section 4
21	Contractor Provided FF&E	Ceiling hung projection screen, ceiling mount for projector, minimum 6 linear feet kitchenette casework and countertop. Casework to include one 18" bank of drawers. Black out roller shades.
22	Owner Provided FF&E	Blinds, refrigerator, microwave, coffee pot, conference table, six chairs, computer, projector, large screen TV, large file storage
#	**Description**	**Requirement**
1	Space	**6. Toilet**
2	Function	In addition to the obvious, provides emergency eye

		wash and shower for Port employees and customers, family room style
3	Space size	Approximately 80 SF or as needed.
4	Number Occupants, Users	Up to two
5	Relationship/Access	Immediately accessible to Lobby/Reception
6	Systems & Technology	
7	Acoustics	STC of 50 preferred.
8	Ventilation	As req'd, see Section 4
9	Heating	As req'd.
10	Controls	Not accessible to public, may combine with other zone.
11	Plumbing	All fixtures ADA compliant: wall mounted sink, wall hung toilet, shower, emergency eye wash
12	Lighting	One ceiling mounted, one over mirror, both on occupancy sensor
13	Electrical	As req'd
14	Tel/Data	-
15	Security Requirements	-
16	Door/Lock	Bathroom lock function, automatic door closer
17	Finish Materials	
18	Floor	Vinyl
19	Walls/Glazing/Base	Vinyl self-cove base, Acrovyn wainscot, epoxy painted greenboard GWB
20	Ceiling	9' high, pt'd GWB
21	Contractor Provided FF&E	See Section 4 for toilet accessories, baby changing station, etc.
22	Owner Provided FF&E	Trash can, shower curtain

#	Description	Requirement
1	Space	**7. Janitor's Closet**
2	Function	Store cleaning supplies, MSDS and information

3	Space size	Approximately 25 SF
4	Number Occupants, Users	One occasional employee
5	Relationship/Access	Convenient to spaces being cleaned, not necessarily accessible by public
6	Systems & Technology	
7	Acoustics	-
8	Ventilation	As req'd, see Section 4
9	Heating	As req'd
10	Controls	May combine with other zone
11	Plumbing	Floor sink with hot and cold bucket fill
12	Lighting	On occupancy sensor
13	Electrical	As req'd
14	Tel/Data	-
15	Security Requirements	-
16	Door/Lock	Keyed lock function
17	Finish Materials	
18	Floor	Vinyl
19	Walls/Glazing/Base	Vinyl self coved base, pt'd GWB, provide 4' high stainless steel backsplash around floor sink
20	Ceiling	9' high, painted GWB ceiling
21	Contractor Provided FF&E	12 linear feet of wall mounted adjustable finished plywood shelving
22	Owner Provided FF&E	Mop bucket, small hazardous materials storage locker

#	Description	Requirement
1	Space	**8. Storage**
2	Function	Storage of port property, office supplies and equipment
3	Space size	Approximately 100 SF

Attachment C – Room Criteria Sheets

These requirements are in addition to Section 4 Facility Requirements.

4	Number Occupants, Users	Occasional access by one employee
5	Relationship/Access	Convenient to employees, not necessarily accessible by public
6	Systems & Technology	
7	Acoustics	-
8	Ventilation/Windows	As req'd, see Section 4. One operable window preferred.
9	Heating	As req'd
10	Controls	Maybe combined with other zone
11	Plumbing	-
12	Lighting	On occupancy sensor
13	Electrical	See Section 4
14	Tel/Data	One wall mounted data port
15	Security Requirements	-
16	Door/Lock	Keyed office lock function
17	Finish Materials	
18	Floor	Vinyl
19	Walls/Glazing/Base	Painted GWB, vinyl base
20	Ceiling	See Section 4
21	Contractor Provided FF&E	-
22	Owner Provided FF&E	Gorilla racks

#	Description	Requirement
1	Space	**9. IT/Electrical**
2	Function	Location where electrical main, data, cable TV, telephone enters building
3	Space size	Approximately 50 SF

4	Number Occupants, Users	Occasionally one City employee
5	Relationship/Access	Interior access only, not accessible to public
6	Systems & Technology	
7	Acoustics	-
8	Ventilation	Must either provide filtered ventilation to keep room cool at 70 degrees F or less, or provide cooling unit
9	Heating	As req'd
10	Controls	Maybe combined with other zone
11	Plumbing	-
12	Lighting	On occupancy sensor
13	Electrical	See Section 4
14	Tel/Data	-
15	Security Requirements	Smoke/heat detector
16	Door/Lock	Keyed lock
17	Finish Materials	
18	Floor	Vinyl
19	Walls/Glazing/Base	Vinyl self-coved base, painted GWB walls, one wall to have painted plywood backboard
20	Ceiling	See Section 4
21	Contractor Provided FF&E	Server rack
22	Owner Provided FF&E	

#	Description	Requirement
1	Space	**10. Mechanical, Water Storage**
2	Function	Provides space for boiler and associated equipment, hot water heating equipment, and interior water storage
3	Space size	Approximately 160 SF, but must be sized to allow ample access for equipment maintenance

Attachment C – Room Criteria Sheets

These requirements are in addition to Section 4 Facility Requirements.

4	Number Occupants, Users	Occasionally one City employee
5	Relationship/Access	May be located on north side of building, must be accessible from exterior, additional interior access preferred, sewage tank and oil tank located nearby
6	Systems & Technology	
7	Acoustics	-
8	Ventilation	As req'd, see Section 4
9	Heating	Cabinet unit heater acceptable, plastic cabinet case is not acceptable
10	Controls	May be combined with other zone
11	Plumbing	Insulated floor drain
12	Lighting	As req'd.
13	Electrical	As req'd per Section 4 and code, PLUS one dedicated 220v 30 amp receptacle
14	Tel/Data	-
15	Security Requirements	Smoke/heat detector
16	Door/Lock	Double doors must be sized to allow removal of water tank, keyed lock
17	Finish Materials	
18	Floor	Vinyl
19	Walls/Glazing/Base	Vinyl self-coved base, pt'd GWB
20	Ceiling	See Section 4
21	Contractor Provided FF&E	-
22	Owner Provided FF&E	-