



# City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

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**Regular City Council Meeting**

**Tuesday January 10, 2017**

**6:30 P.M.**

**Council Chambers; Bethel, Alaska**



# City Council Meeting Agenda Regularly Scheduled Meeting January 10, 2017 – 6:30 pm City Hall 300 State Highway, Bethel, AK City of Bethel Council Chambers

Rick Robb  
Mayor  
Term Expires 2017  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Byron Maczynski  
Vice-Mayor  
Term Expires 2018  
545-8010  
[bmacynski@cityofbethel.net](mailto:bmacynski@cityofbethel.net)

Leif Albertson  
Council Member  
Term Expires 2017  
543-2819  
[lalbertson@cityofbethel.net](mailto:lalbertson@cityofbethel.net)

Fred Watson  
Council Member  
Term Expires 2018  
545-3755  
[fwatson@cityofbethel.net](mailto:fwatson@cityofbethel.net)

Nikki C. Hoffman  
Council Member  
Term Expires 2017  
543-2608  
[nhoffman@cityofbethel.net](mailto:nhoffman@cityofbethel.net)

Alisha Welch  
Council Member  
Term Expires 2017  
545-6026  
[arwelch@cityofbethel.net](mailto:arwelch@cityofbethel.net)

Norman Ayagalia  
Council Member  
Term Expires 2018  
545-5759  
[navagalria@cityofbethel.net](mailto:navagalria@cityofbethel.net)

Pete Williams  
Acting City Manager  
543-2047  
[pwilliams@cityofbethel.net](mailto:pwilliams@cityofbethel.net)

Lori Strickler  
City Clerk  
543-1384  
[lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

Patty Burley  
City Attorney

Mary Sattler  
Lobbyist

Agenda posted on January 3, 2017, at City Hall, AC Co., Swanson's, and the Post Office.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
  - a) \*12-1-2016 Special Meeting Minutes P 2
  - b) \*12-6-2016 Special Meeting Minutes P 4
  - c) \*12-13-2016 Regular Meeting Minutes P 6
  - d) \*12-27-2016 Special Meeting Minutes P 13
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. UNFINISHED BUSINESS**
  - a) Resolution 16-33: Requesting The Alaska Department Of Environmental Conservation To Allow The City Of Bethel To Use The Alternative Management Method For Its Village Safe Water-Funded Project To Dredge Sewer Lagoon (City Manager Williams) P 38
  - b) Public Hearing Of Budget Modification 16-17 (f): Amending The Fiscal Year 2017 Annual Budget For Port Office Building (City Manager Williams) P 42
- IX. NEW BUSINESS**
  - a) \*Resolution 17-01: Adopting The Environmental Mitigation Measures Contained In The Environment Report For Emergency Replacement Options For Existing Wastewater Lagoon, March 2016 (City Manager Williams) P 45
  - b) \*Introduction Of Ordinance 17-01: Approving The Disposal Of Utility Easement Previously Acquired From Bethel Native Corporation (City Manager Williams) P 47
  - c) \*Introduction Of Ordinance 17-02: Adopting Terminal Tariff #005 Naming Rates Rules And Regulation For Terminal Services For The Bethel Port (City Manager Williams) P 49
  - d) \*Introduction Of Ordinance 17-03: Amending Terminal Tariff #004 To Increase Thru-Put Rates (City Manager Williams) P 121
  - e) \*AM 17-01: Appointment Of John Guinn To The Planning Commission (Mayor Robb) P 122
  - f) \*AM 17-02: Appointment Of Cecilia Franko To The Finance Committee (Mayor Robb) P 123
  - g) \*AM 17-03: Approving Bethel City Council Regular Meeting Dates for Calendar Year 2017 (Mayor Robb) P 124
  - h) AM 17-05: Contract With Midnight Sun Cleaning Services, LLC TO Clean City Hall (City Manager Williams) P 125

Lori Strickler, City Clerk

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

All Resolutions noted with an asterisk (\*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council. Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing January 24, 2017**)



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
January 10, 2017 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- i) AM 17-06: Contract With Kagista Janitorial Services For the Department Of Law Portion Of The Courthouse Complex (City Manager Williams) P 145
- j) AM 17-07: Authorize The City Manager To Sign The Statewide Transportation Alternatives Program FY 2013-2016 Grant Agreement To Accept Grant Funds To Construct A gravel Trail (City Manager Williams) P 154
- k) \*AM 17-08: Reappointment Of Naim Sabani To The Public Safety And Transportation Commission (Mayor Robb) P 162
- l) \*IM 17-01: Monthly Financial Report For The City Of Bethel (City Manager Williams) P 163

**X. MAYOR'S**

**XI. REPORT**

**XII. MANAGER'S REPORTS**

**XIII. CLERK'S REPORT**

**XIV. COUNCIL MEMBER COMMENTS**

**XV. EXECUTIVE SESSION**

- a) AS 44.62.310 (c) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Potential Litigation United Pools (Mayor Robb)

**XVI. ADJOURNMENT**

Agenda posted on January 3, 2017, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

All Resolutions noted with an asterisk (\*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council. Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing January 24, 2017**)

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# ***Approval of the Meeting Minutes***

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**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on December 1, 2016 at 6:30pm in the Council Chambers, Bethel, Alaska.

Mayor Richard Robb called the meeting to order at 6:00p.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	
<input checked="" type="checkbox"/> Council Member Fred Watson	<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski
<input checked="" type="checkbox"/> Council Member Leif Albertson (arrived at 7:05p)	
<input checked="" type="checkbox"/> Council Member Alisha Welch	
<b>Those Absente are:</b>	
<input checked="" type="checkbox"/> Council Member Norman Ayagalria	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Clerk Lori Strickler	<input checked="" type="checkbox"/> City Attorney Patty Burley

**IV. PEOPLE TO BE HEARD**

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the Consent and Regular Agenda.

Moved by:	Welch
Seconded by:	Maczynski
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson

**EXECUTIVE SESSION**

**Item A-** Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager.

Move into executive session to discuss Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager.

<b>Main Motion:</b>	
Motion:	Welch
Seconded by:	Albertson
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Maczynski
Opposed:	∅

**VI. NEW BUSINESS**

**Item A-** Discussion With City Manager Candidate Robert Vollmer.

**VII. EXECUTIVE SESSION**

**Item A-** Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager.

Move into executive session to discuss Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager.

<b>Main Motion:</b>	
Motion:	Welch
Seconded by:	Albertson
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Maczynski
Opposed:	∅

**VIII. ADJOURNMENT**

<b>Main Motion:</b>	Adjourn.
Motion:	Albertson
Seconded by:	Watson
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Maczynski
Opposed:	∅

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on December 6, 2016 at 6:30pm in the Council Chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Norman Ayagalria
<input checked="" type="checkbox"/> Council Member Fred Watson	<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski
<input checked="" type="checkbox"/> Council Member Leif Albertson	<input checked="" type="checkbox"/> Council Member Nikki Hoffman (teleconference)
<input checked="" type="checkbox"/> Council Member Alisha Welch	
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler

**IV. PEOPLE TO BE HEARD**

No one present to be heard.

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the agenda.

Moved by:	Welch
Seconded by:	Albertson
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Hoffman

**VI. NEW BUSINESS**

**Item A-** Evaluate The City Manager Recruitment Process.

**Item B -** City Manager Candidate Interviews

1. P. Williams
2. R. Hohnbaum

**VII. EXECUTIVE SESSION**

**Item A-** Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Manager Candidates (Note: All city manager candidates may be discussed during the executive session).

Move into Executive Session- Subjects that tend to prejudice the reputation and character of any person- City Manage Candidate. Those participating in the Executive Session is City Attorney Patty Burley and City Clerk, Lori Strickler.

<b>Main Motion:</b>	
Moved by:	Welch
Seconded by:	Albertson
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Hoffman

*Council Member Hoffman departed the meeting at 8:32p.*

<b>Main Motion:</b>	Motion to provide a conditional offer of employment to Williams.
Motion:	Welch
Seconded by:	Maczynski
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson
Opposed:	∅

**VIII. ADJOURNMENT**

<b>Main Motion:</b>	Adjourn.
Motion:	Welch
Seconded by:	Ayagalria
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson
Opposed:	∅

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on December 13, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski	<input checked="" type="checkbox"/> Council Member Alisha Welch
<input checked="" type="checkbox"/> Council Member Leif Albertson	<input checked="" type="checkbox"/> Council Member Fred Watson
<input checked="" type="checkbox"/> Council Member Norman Ayagalria	
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> Acting City Manager Pete Williams	

**IV. PEOPLE TO BE HEARD**

Raymond Pete – Provided concerns with regard to the homeless issues within the community. Suggested there are about 50 permanent homeless people in the community that need help. Hopes the City can do something to help the situation.

Moses Tikiun- Expressed support and as a representative of ONC to support Action Memorandum 16-80.

**V. APPROVAL OF THE CONSENT AND REGULAR AGENDA**

**Main Motion:** Approve the Consent and Regular Agenda.

Moved by:	Welch
Seconded by:	Albertson
Action:	Motion carries by a vote of 7-0

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In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Watson
Opposed:	-0

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**Approval of the Consent Agenda:** New Business Item A, Resolution 16-33, and New Business Item C, Introduction of Ordinance 16-17 (f).

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Moved by: Welch

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**Approval of the Consent Agenda:** New Business Item B, Resolution 16-34.

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Moved by: Albertson

## VI. APPROVAL OF THE MEETING MINUTES

**Item A** – Regular City Council Meeting November 1, 2016

**Item B** – Regular City Council Meeting November 22, 2016  
*Passed on the consent agenda.*

## VII. REPORTS OF STANDING COMMITTEES

### **Public Safety and Transportation Commission –**

*Council Representative, Norman Ayagalria –*

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

### **Port Commission –**

*Council Representative, Alisha Welch –*

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

### **Planning Commission –**

*Council Representative, Nikki Hoffman–*

Thanked Joy Shantz for her fifteen years as a volunteer to the Planning Commission.

Welcomed Alex Wasierski to the Commission.

Zoned Larson Subdivision as a Residential Zone.

### **Parks, Recreation, Aquatic Health and Safety Center Committee –**

*Council Representative, Fred Watson –*

Held a joint meeting with the Energy Committee and discussed potential changes to the way the pool is heated/maintenance the heat in the water.

Continue to have concerns over the Owl Street Park which is operating/maintained by AVCP, requests the administration to continue to reach out to AVCP to see what improvements can be made to the property.

Continue to support the City Employee wellness program.

Staff turnover continues to be a concern with the organization.

The art committee for the Pool Facility is close to completion.

**Finance Committee –**

*Council Representative, Leif Albertson-*  
Continue to review the sales tax code revision.

**Energy Committee –**

*Council Representative, Rick Robb –*  
Yearend review, consideration of a Nano cover for the pool facility.  
Consideration of modifying the composting toilet ordinance, but no action was taken.  
Next meeting is cancelled due to the holidays.

**Public Works Committee –**

*Council Representative, Byron Maczynski –*  
A meeting has not been held since the last City Council Meeting.

**Marijuana Advisory Committee –**

*Council Representative, Byron Maczynski –*  
Report

**Non Standing Committee**

Kuimarvik- Discussed the maintenance at the pool facility.

**VIII. SPECIAL ORDER OF BUSINESS**

**Item A –** State Legislative Update Provided By Senator Hoffman and Representative Fansler.

**IX. NEW BUSINESS**

**Item A –** Resolution 16-33: Requesting The Alaska Department Of Environmental Conservation To Allow The City Of Bethel To Use The Alternative Management Method For Its Village Safe Water-Funded Project To Dredge Sewer Lagoon.

**Main Motion:** Adopt Resolution 16-33.

Moved by:	Hoffman
Seconded by:	Maczynski
Action:	Postpone

Suspend the rules to hear from Grant Manager, John Sargent, and DEC Representative Debra Addie.

**Main Motion:**

Moved by:	Welch
Seconded by:	Hoffman

Action: | Motion carries by a vote of 7-0  
In favor: |  Robb  Maczynski  Albertson  Ayagalria  Hoffman  Welch  Watson  
Opposed: | -0

**Main Motion:** Postpone.

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Moved by: | Welch  
Seconded by: | Hoffman  
Action: | Motion carries by a vote of 6-1  
In favor: |  Robb  Maczynski  Albertson  Hoffman  Welch  Watson  
Opposed: |  Ayagalria

**Item B – Resolution 16-34:** Authorizing The City Manager To Appoint The Human Resources Manager As Personnel Officer.

**Main Motion:** Adopt Resolution 16-34.

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Moved by: | Welch  
Seconded by: | Albertson  
Action: | Motion carries by a vote of 7-0  
In favor: |  Robb  Maczynski  Albertson  Ayagalria  Hoffman  Welch  Watson  
Opposed: | -0

**Item C – Introduction Of Budget Modification 16-17 (f):** Amending The Fiscal Year 2017 Annual Budget For Port Office Building.

**Main Motion:** Introduce Budget Modification 16-17 (f).

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Moved by: | Hoffman  
Seconded by: | Welch  
Action: | Motion carries by a vote of 7-0  
In favor: |  Robb  Maczynski  Albertson  Ayagalria  Hoffman  Welch  Watson  
Opposed: | -0

**Item D – AM 16-77:** Appointment Of Mary Weiss To The Public Safety And Transportation Commission.

*Passed on the consent agenda.*

**Item E – AM 16-78:** Adopt The Title VI Nondiscrimination Program Plan For The Bethel Transit System.

**Main Motion:** Approve AM 16-78.

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Moved by: | Hoffman  
Seconded by: | Maczynski  
Action: | Motion carries by a vote of 6-1  
In favor: |  Robb  Maczynski  Ayagalria  Hoffman  Welch  Watson

Opposed: |  Albertson

Strike the last line under Service Availability Standards "Bethel Public Transit System will provide demand-responsive services within a half-mile of a fixed route if a quest is made is at least 24 hours in advance.

**Main Motion:**

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Moved by: Hoffman  
Seconded by: Welch  
Action: Motion carries by a vote of 2-5  
In favor:  Robb  Maczynski  Albertson  Ayagalria  Hoffman  Welch  Watson  
Opposed: -0

**Primary**

**Amendment:** Amend to insert under page four "disabilities."

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Moved by: Hoffman  
Seconded by: Welch  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Ayagalria  Hoffman  Welch  Watson  
Opposed: -0

**Item F** – Personal Leave Request For The City Attorney December 13, 2016 and January 13-16, 2017.

*Passed on the consent agenda.*

**Item G** – Personal Leave Request For The City Clerk February 10-20, 2017.

*Passed on the consent agenda.*

**Item H** – AM 16-80: Confirming A Fiscal Year 2018 Additional Allocation of \$5,000 To Support The University Of Alaska Consortium Library.

**Main Motion:** Approve AM 16-80

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Moved by: Albertson  
Seconded by: Hoffman  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Ayagalria  Hoffman  Welch  Watson  
Opposed: -0

**Item I** – AM 16-81: Appointment Of Sharon Neth To The Energy Committee.

*Passed on the consent agenda.*

**X. MAYOR'S REPORT**

**XI. MANAGER'S REPORT**

**XII. CLERK'S REPORT**

**XIII. COUNCIL MEMBER COMMENTS**

Mayor Richard Robb –  
Wished everyone a Merry Christmas and a Happy New-year.

Vice-Mayor Byron Maczynski –  
Be safe on the river.

Council Member Leif Albertson –  
No comment.

Council Member Norman Ayagalria –  
No comment.

Council Member Fred Watson –  
No comment.

Council Member Nikki Hoffman –  
Thanked Joy Shantz and John Guinn for their continued service to the City of Bethel.  
Thanked Senator Hoffman and Represented Fansler for their participation in the meeting.

Council Member Alisha Welch –  
No comment.

**XIV. EXECUTIVE SESSION**

**Item A** – AS: 44.62.310 (C) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions.

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

Go into Executive Session Subjects That Tend To

**Main Motion:** Prejudice The Reputation And Character Of Any Person –

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City Manager Candidates (Note: All City Manager Candidates May Be Discussed During The Executive Session).

Move into Executive Session AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity: Legal Liability For The Transit System Members, Acting City Manager Williams , City Attorney Burley and City Clerk, Strickler.

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Moved by:	Albertson
Seconded by:	Watson
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Watson
Opposed:	—0

## XV. ADJOURNMENT

**Main Motion:** Adjourn.

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Moved by:	Albertson
Seconded by:	Welch
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Watson
Opposed:	—0

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on December 27, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski	
<input checked="" type="checkbox"/> Council Member Norman Ayagalria	
<input checked="" type="checkbox"/> Council Member Fred Watson	
<input checked="" type="checkbox"/> Council Member Leif Albertson	
<b>Members Absent:</b>	
<input checked="" type="checkbox"/> Council Member Alisha Welch	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> City Manager Pete Williams	

**IV. PEOPLE TO BE HEARD**

**V. APPROVAL OF THE AGENDA**

**Main Motion:** Approve the agenda.

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

## VI. NEW BUSINESS

**Item A** – Confirmation Of The City Manager’s Hiring Of Jim Chevigny As Finance Director.

**Item B** – Employment Contract Negotiation Between Bethel City Council And Pete Williams.

<b>Main Motion:</b>	Approve the City Manager’s hiring of Jim Chevigny as City of Bethel Finance Director.
Moved by:	Albertson
Seconded by:	Ayagalria
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson
Opposed:	∅

## VII. EXECUTIVE SESSION

**Item A** – Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager.

<b>Main Motion:</b>	Move into Executive Session Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager. Those participating in the Executive Session will be the Council Members, City Attorney Burley, and City Manager Williams.
Moved by:	Albertson
Seconded by:	Ayagalria
Action:	Motion carries by a vote of
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson
Opposed:	∅

## VIII. ADJOURNMENT

<b>Main Motion:</b>	Adjourn
Moved by:	Albertson
Seconded by:	Ayagalria
Action:	Motion carries by a vote of
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Ayagalria <input checked="" type="checkbox"/> Watson
Opposed:	-∅

*Council adjourned at 7:50 p.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

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# ***Reports of Standing Committees***

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# City of Bethel, Alaska

Parks, Recreation, Aquatic, Health & Safety Center Committee Agenda  
Regular Meeting      **January 9, 2016 – 6:00pm**      City Hall 300 State Highway

Michelle DeWitt  
*Committee Chair*  
Term Expires 12/2017

Judy Wasierski  
*Committee Co Chair*  
Term Expires 12/2018

Kathy Hanson  
*Committee Member*  
Term Expires 12/2018

Barbara Mosier  
*Committee Member*  
Term Expires 12/2018

Beverly Hoffman  
*Committee Member*  
Term Expires 12/2018

Brian Lefferts  
*Committee Member*  
Term Expires 12/2017

Kathryn Baldwin  
*Alternate Committee Member*  
Term Expires 12/2017

Mark Jones  
*Alternate Committee Member*  
Term Expires 12/2017

Fred Watson  
*Council Rep.*  
Term Expires 10/2017

Stacey Reardon  
*YK Fitness Facility Director*

Shadi Rabi  
*YK Fitness Program Mgr.*

Matt Ross  
*Parks and Recreation Rep.*

Pauline Boratko  
*Committee Recorder*

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD – THREE MINUTES PER PERSON:**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF THE MINUTES:**  
December 12, 2016- regular meeting
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. UNFINISHED BUSINESS:**
  - A. Individual to provide report to January 10 City Council meeting
  - B. Unresolved Recommendations and Action Memorandums
  - C. Updates: Owl Park and Dog Park
  - D. Log Cabin/4H Building
  - E. Fiscal Year 2017 Parks and Recreation Budget
  - F. Balance on dedicated Pool Fund
- VIII. Department Head Report-Public Works**
  - G. YK Health Fitness Center Director Report
  - H. Fiscal Year 2017 YK Fitness Center Budget
  - I. Sub Committee Reports: Water Temp, Marketing, Physical Facility
  - J. City of Bethel Employee Wellness Program
  - K. Facility Name
  - L. Arts at the YK Fitness Center
- IX. Department Head Report- Stacey Reardon**
- X. NEW BUSINESS:**
- XI. MEMBER COMMENTS:**
- XII. ADJOURNMENT:**

  
Pauline Boratko, Committee Recorder

Posted at City Hall, AC, Post Office, Corina's

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**City of Bethel, Alaska**  
**Parks, Recreation, Aquatic, Health & Safety Center Committee Minutes**

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December 12, 2016

Regular Meeting

Bethel, Alaska

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**I. CALL TO ORDER**

The meeting was called to order by Michelle Dewitt at 6:02pm.

**II. ROLL CALL**

Comprising a quorum, the following members were present: Michelle DeWitt, Judy Wasierski, Kathy Hanson, Beverly Hoffman, Brian Lefferts, and Fred Watson

Excused absent(s): Barbara Mosier

Unexcused absent: Mark Jones

Also in attendance were the following:

Committee Recorder, Pauline Boratko

**III. PEOPLE TO BE HEARD:**

**IV. APPROVAL OF AGENDA**

MOVED BY:	Judy Wasierski	Motion to approve the agenda
SECONDED BY:	Kathryn Baldwin	
VOTE ON MOTION:	Unanimously approved	

**V. APPROVAL OF THE MINUTES:**

MOVED BY:	Judy Wasierski	Motion to approve the minutes
SECONDED BY:	Beverly Hoffman	
VOTE ON MOTION:	Unanimously approved	

**VI. SPECIAL ORDER OF BUSINESS:**

- A. Energy Committee Joint Meeting: Energy Committee Member Jeff Sanders presented to the committee of a water conditioner that inhibits evaporation. The Parks and Recreation committee suggested more information the studies.

**VII. DEPARTMENT HEAD REPORT:**

Stacey Reardon was unable to attend the meeting. Matt Ross reports that there is a new Public Works Director, Bill Arnold and he is waiting to discuss Parks and Recreation issues.

**VIII. UNFINISHED BUSINESS:**

- A. Individual to provide report to December 13 City Council meeting: Fred Watson volunteered to give the report.
- B. Updates: Owl Park and Dog Park: Owl Park maintenance is still an issue with AVCP-RHA not holding up their end of the contract. Plans are to meet up with AVCP-RHA with the new Public Works Director.
- C. Pinky's Park Grant Project Update: The original size of the soccer field was requested to be extended. They need to meet up with the planning department to see if the extension will fit.
- D. Log Cabin/4H Building: There was a discussion on user's groups and rates with Parks and Rec asked to get real costs for the log cabin from AVEC, Delta Wester, and City Water.
- E. Fiscal Year 2017 Parks and Recreation Budget: no new updates this month
- F. Signs in Parks to notify staff of maintenance problems: Matt Ross presented the committee with a draft sign and decided that this coming spring the signs will go up.

- G. Balance on the dedicated Pool Fund: no new updates this month
- H. YK Fitness Center Directors Report: Brian Lefferts presented his report the committee regarding the Fitness Center tour addressing issues.

MOVED BY:	Brian Lefferts	Motion to recommend City administration to review and update the automated alarm list contacts for critical systems at the YK Fitness Center, including the boiler and day tank alarms
SECONDED BY:	Judy Wasierski	
VOTE ON MOTION:	Unanimously approved	

- I. Fiscal Year 2017 Fitness Center Budget: Committee reviewed monthly report, but are waiting on the November report from Stacey Reardon.
- J. Sub Committee Reports: Water Temp- there has been some brown outs that caused the water temp to drop, this has been fixed. Marketing- no new updates this month.
- K. City of Bethel Employee Wellness Program: This is still in process and taxes issues are still being discussed.
- L. Facility name- tabled
- M. Arts at the YK Fitness Center: Michelle Dewitt has gathered a committee but not all seats are filled and wishes to have Bethel artists. The committee gave some suggestions

**IX. NEW BUSINESS:**

- A. Present amended agenda to committee: A new amended agenda was presented to the committee by the recorder.

**X. MEMBER COMMENTS:**

- M. Dewitt- I am the only one holding up the wind monitor on the net
- J. Wasierski- Aqua Zumba is an awesome class
- K. Hanson- I'm excited for new classes
- B. Lefferts- Welcome Fred, sorry I missed November
- B. Hoffman- Mark Jones should be taken off the committee due to lack of attendance
- F. Watson- I am very impressed with this committee and I support you 100%

**XII. ADJOURNMENT**

MOVED BY:	Kathy Hanson	Motion to adjourn the meeting at 8:30pm
SECONDED BY:	Judy Wasierski	
VOTE ON MOTION:	Unanimously approved	

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Pauline Boratko, Committee Recorder

\_\_\_\_\_  
Michelle DeWitt, Chair



# City of Bethel Police Dept.

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

**PUBLIC NOTICE**  
REGULAR MEETING OF THE  
PUBLIC SAFETY & TRANSPORTATION COMMISSION  
**Tuesday, January 3rd, 2017 -7:00 p.m.**  
**300 STATE HIGHWAY – CITY COUNCIL CHAMBERS**  
**AGENDA**

**Members**

Joan Dewey  
*Chair*

Eileen Henrikson  
*Vice Chair*

Norman Ayagalria  
*Council Representative*

Naim Shabani

Julene Webber

Daniel Maczynski

**Ex-Officio Members**

Andre Achee  
*Chief of Police*

William Howell III  
*Fire Chief*

Christina Him  
*Recorder*

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF October 4th, 2016, November 1st, 2016 and December 5th, 2016
- VI. SPECIAL ITEM OF BUSINESS
  - A. PUBLIC HEARING: On the price and quality of service provided by all regulated vehicles, chauffeurs and dispatch services.
- VII. UNFINISHED BUSINESS
  - A. Consideration of a “Neighborhood Watch” program (Commission Member Maczynski)
  - B. Statewide Task Force Update on Heroin (Byron Maczynski, *Council Member*)
  - C. Western Alaska Alcohol & Narcotics Team (WAANT): Regional update report
- VIII. NEW BUSINESS
  - A. BMC 5.30.120: Insurance Requirements for taxi cabs (Commission Member Shabani)
  - B. School Zones (Chief Achee)
  - C. Change of Scheduled PSTC Meeting Dates
- IX. CHIEFS’ COMMENTS
  - Fire Chief
  - Police Chief
- X. TRANSPORTATION INSPECTOR’S REPORT
- XI. COUNCIL REPRESENTATIVE’S COMMENTS
- XII. COMMISSION MEMBER’S COMMENTS
- XIII. ADJOURNMENT

Christina Him, *Recorder*  
POSTED on December 28th, 2016  
POST OFFICE, AC QUICKSTOP, CORINA’S CASE LOT, CITY HALL, & POLICE DEPT.  
Next Public Safety and Transportation Commission Meeting will be **February 7th, 2017.**

“Deep Sea Port and Transportation Center of the Kuskokwim”

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# City of Bethel, Alaska

## Public Safety & Transportation Commission

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October 4, 2016

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on October 4<sup>th</sup>, 2016 in the Bethel City Hall Council Chambers.

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

### II. ROLL CALL

Present: Joan Dewey *Chair*  
Mary Weiss *Council Representative*  
Eileen Henrikson *Vice Chair*  
Daniel Maczynski

Absent: Bill Howell *Fire Chief*  
Naim Shabani  
Julene Webber

Ex-Officio Present: Andre Achee *Chief of Police* (telephonically)  
Daron Solesbee *Fire Captain*  
Amy Davis *Investigations Sergeant*  
Christina Him *Recorder and Transportation Inspector Designee*

### III. PEOPLE TO BE HEARD

Ray Watson – Stated opposition to the active enforcement of ATV and four-wheeler laws, would like a recommendation that advocates for citizens who use ATV's and who are obeying the laws.

Loni Upshaw - Stated opposition to the active enforcement of ATV and four-wheeler laws.

Leif Albertson – Clarifying City Council's objectives with the active enforcement of ATV and four-wheeler laws.

Rick Robb – Stated opposition to the active enforcement of ATV and four-wheeler laws, however would like to work towards a solution, favors a shared-road system and is proposing an ordinance that will allow ATVs and four-wheelers on the road.

Samuel Hare - Stated opposition to the active enforcement of ATV and four-wheeler laws.

Gary Hanson - Stated opposition to the active enforcement of ATV and four-wheeler laws.

Ira S. Flowers III – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Brian Hughes - Stated opposition to the active enforcement of ATV and four-wheeler laws, would like a compromise for those who are responsible and obeying the laws on ATVs and four-wheelers.

Fedosia Hughes – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Vernon Blevins – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Bridget Hughes Stated opposition to the active enforcement of ATV and four-wheeler laws, would like a compromise for those who are responsible and obeying the laws on ATVs and four-wheelers.

Jennifer Fiess – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Scott Greydanus – Stated opposition to the active enforcement of ATV and four-wheeler laws.

Chief Achee – Clarified the stance of the BPD’s active enforcement of the ATV and four wheeler laws per the Action Memorandum from City Council. The action memorandum asked BPD to strictly enforce ATV/off-road laws and removes all discretion from police officers.

#### **IV. APPROVAL OF AGENDA**

<b>MOVED:</b>	Henrikson	Motion to approve the agenda.
<b>SECONDED:</b>	Maczynksi	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

**V. APPROVAL OF MINUTES**

<b>MOVED:</b>	Maczynski	Motion to approve the minutes from the regular meeting of September 6 <sup>th</sup> , 2016.
<b>SECONDED:</b>	Henrikson	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

**VI. CHIEFS' COMMENTS**

Captain Daron Solesbee - *See report in commission packet.*  
 Chief Andre Achee – *No comments, see report in commission packet.*

**VII. TRANSPORTATION INSPECTOR REPORT**

*See Report in Commission Packet.*

**VIII. COUNCIL MEMBER'S COMMENTS**

Council Member Weiss – *As we are very much aware, the City Council did task a resolution that the ATV rule should be enforced and encouraged the Alaska State Troopers to enforce it and then it all turned into the Bethel Police Department as well. There was a pretty active discussion, a lot of it was generated because there are people that are on ATV's and they are reckless and dangerous. There was a lot of back and forth. There was obviously a whole bunch of discussion on basically discretion and what exactly does enforcement mean since it was maintained and they were already enforcing it. We have another City Council meeting coming up. We will be speaking about it a little more down on the agenda.*

<b>MOVED:</b>	Weiss	Motion to relax the formality of the meeting and allow Gary Hanson to ask a question.
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

Gary Hanson – *Inquired on statistical report provided by BPD on how many citations were issued to ATV drivers that were actually driving recklessly or whether they were just driving on the streets.*

Investigations Sergeant Amy Davis – *Citations in our system is tracked by the Statute, so it doesn't actually break down what each person was doing, but on each citation there is a probable cause segment and the officer writes down on the citation usually what the reason for their stop is. It is written on the citation, as far as tracking goes, it is really difficult to track, because it's tracked by statute number.*

**IX. UNFINISHED BUSINESS**

None.

**X. NEW BUSINESS**

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

*Not Discussed, Byron Maczynski was unable to attend.*

**B. Clarification of Roadway Use for ATVs** (*Mary Weiss, Council Member*)

*See Report in Commission Packet*

**i. Proposition of Ordinance: Operation of Snow Machines and ATV's on Bethel Roads** (*Rick Robb, Mayor*)

<b>MOVED:</b>	Maczynski	Motion to relax the formality of meeting to allow Mayor Rick Robb to speak about proposed ordinance: "Operation of Snow Machines and ATV's on Bethel Roads."
<b>SECONDED:</b>	Henrikson	
<b>MOVED:</b>	Henrikson	Motion to recommend suspending Action Memorandum 16-30, pending the outcome of proposed ordinance of "Operation of Snow Machines and ATV's on Bethel Roads."
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON MOTION</b>	All in favor.	
<b>VOTE ON MAIN MOTION</b>	All in favor.	
<b>MOVED:</b>	Henrikson	Motion to recommend proposed ordinance: "Operation of Snow Machines and ATV's on Bethel Roads."
<b>SECONDED:</b>	Maczynski	
<b>MOVED:</b>	Henrikson	Motion to amend the proposed ordinance to include that all passengers or operators under the age of 18 be required to wear helmets
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON AMENDMENT</b>	All in favor.	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

*See Report in Commission Packet*

**XI. COMMISSION MEMBER COMMENTS**

Eileen Henrikson – *If you guys know anyone that needs a job, there’s a recruitment event next week at the Job Center for Westward Seafood on Wednesday morning at 9am.*

Daniel Maczynski – *I would like to put the “Neighborhood Watch” back on the Agenda for the next meeting. That’s been getting a lot of attention.*

Mary Weiss – *I think this was really an excellent meeting, I think it really served the idea of good governance, I think we got a lot of public input which was what was needed. And I think it was wonderful that Robb was here because we were able to really sit down and talk about what needed to happen. I just want to congratulate everyone; it was nice to see a lot of people come out.*

Joan Dewey - *Chief, this is the second time you’re on your vacation and thank you so much for all that you’re doing for the community, but also helping us with giving us input to help with how we go about considering these issues, appreciate that.*

Chief Achee – *No comment.*

Chief Howell – *Not present to be heard.*

Captain Daron Solesbee – *No comment.*

Sgt. Amy Davis – *No Comment.*

Julene Webber – *Not present to be heard.*

Naim Shabani – *Not present to be heard.*

**XII. ADJOURNMENT**

<b>MOVED:</b>	Henrikson	Motion to adjourn.
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

*Meeting adjourned at 9:43 pm.*

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Christina Him, Recorder

\_\_\_\_\_  
Joan Dewey, Chair

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# City of Bethel, Alaska

## Public Safety & Transportation Commission

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November 1, 2016

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on November 1<sup>st</sup>, 2016 in the Bethel City Hall Council Chambers.

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

### II. ROLL CALL

Present: Joan Dewey *Chair*  
Eileen Henrikson *Vice Chair*  
Naim Shabani

Excused Absent: Norman Ayagalria *Council Representative*  
Julene Webber  
Daniel Maczynski

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

A quorum was not established of the Commission.

### III. ADJOURNMENT

*Meeting adjourned at 7:02pm.*

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Christina Him, Recorder

\_\_\_\_\_  
Joan Dewey, Chair

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# City of Bethel, Alaska

## Public Safety & Transportation Commission

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December 6, 2016

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on December 6<sup>th</sup>, 2016 in the Bethel City Hall Council Chambers.

This meeting was called to order at 7:02pm.

### II. ROLL CALL

Present: Joan Dewey *Chair*  
Eileen Henrikson *Vice Chair*

Absent: Norman Ayagalria *Council Representative*  
Julene Webber  
Daniel Maczynski  
Naim Shabani  
Bill Howell *Fire Chief*

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

A quorum was not established of the Commission.

### III. ADJOURNMENT

*Meeting adjourned at 7:04pm.*

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Christina Him, Recorder

\_\_\_\_\_  
Joan Dewey, Chair

# City of Bethel, Alaska

## Planning Commission Meeting

Dec. 8, 2016

Regular Meeting

Bethel, Alaska

### I. CALL TO ORDER

A regular meeting of the Planning Commission was held on Thursday, December 8, 2016, at 6:30 PM at the City Hall chambers room in Bethel, Alaska. Chairman Shantz called the meeting to order at 6:30 pm.

### II. ROLL CALL

Comprising a quorum of the Commission, the following members were present for roll call: Lorin Bradbury, Nikki Hoffman, Jon Cochrane, John Guinn, Alex Wasierski, and Joy Shantz. Also present were Planning staff members Ted Meyer, Betsy Jumper and City Attorney Patty Burley.

### III. PEOPLE TO BE HEARD

Nobody wished to be heard.

### IV. MOTION TO APPROVE THE MINUTES OF THE OCT. 13, 2016 MEETING

<b>MOVED:</b>	Lorin Bradbury	To approve the Oct. 13, 2016 minutes.
<b>SECONDED:</b>	Nikki Hoffman	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

### V. APPROVAL OF THE AGENDA

#### MOTION TO APPROVE THE AGENDA OF Dec. 8, 2016

<b>MOVED:</b>	Nikki Hoffman	To approve the agenda.
<b>SECONDED:</b>	Jon Cochrane	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

**VI. NEW BUSINESS:** A. PUBLIC HEARING: Zoning of Tsikoyak (Larson) Subdivision, Plat Number 96-18, physical location off of BIA Road.

*Chair Shantz opened the public hearing.*

City Planner Ted Meyer presented his facts and findings and recommendations on the zoning of Tsikoyak/Larson Subdivision.

#### **People to be Heard:**

- Walter Larson – It's good residential—leave it residential. But, maybe on the southside of the road, which we're in the process of developing, maybe it could be something other than residential.
- Alex Judy – I'm a resident of Larson and would like to see it stay residential.
- Juan Delgado – a newcomer, trying to comprehend the codes here.

**MOTION TO RECOMMEND TO CITY COUNCIL THAT TSIKOYAK (LARSON) SUBDIVISION BE ZONED RESIDENTIAL – NORTHSIDE OF THE ROAD**

<b>MOVED:</b>	Jon Cochrane	To approve residential zoning northside of the road in Larson Subdivision.
<b>SECONDED:</b>	John Guinn	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

*Chair Shantz closed the public hearing.*

**VII. PLANNER’S REPORT:** Ted went over the monthly report.

**VIII. COMMISSIONER’S COMMENTS:** **Jon:** No comments; **Lorin:** Glad to see everyone out here and I would like to see us address Bed and Breakfasts and have them defined and where they would fit into zoning. **Alex:** Looking forward to being on the Commission; **John:** glad to be here after being off my feet for a long time, thank you for putting up with me; **Nikki:** Welcomes Alex, happy to see turn-out today. Some of my comments were addressed. My goal is to see that the code matches the maps; **Joy:** I’m a little concerned about City Sub freezing up; the pipes should have been leveled during the summer. Also, at UUI in Blueberry, there’s a little road that comes out to Cranberry—2 times I almost hit somebody. Maybe they can reverse the road, it’s a danger. This is my final meeting, I am resigning, it’s been a good 15 years run. John has been the best mentor I could ask for. Learned a lot, but moving on.

**X. ADJOURNMENT**

<b>MOVED:</b>	John Guinn	Motion to adjourn the meeting at 7:45 PM.
<b>SECONDED:</b>	Lorin Bradbury	
<b>VOTE ON MOTION</b>	5 yes and 0 opposed. Motion carries.	

The next meeting will be on January 12, 2017

\_\_\_\_\_, Chairman  
 ATTEST: \_\_\_\_\_, Betsy Jumper, Recorder

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# City of Bethel, Alaska

## Public Safety & Transportation Commission

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December 6, 2016

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on December 6<sup>th</sup>, 2016 in the Bethel City Hall Council Chambers.

This meeting was called to order at 7:02pm.

### II. ROLL CALL

Present: Joan Dewey *Chair*  
Eileen Henrikson *Vice Chair*

Absent: Norman Ayagalria *Council Representative*  
Julene Webber  
Daniel Maczynski  
Naim Shabani  
Bill Howell *Fire Chief*

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

A quorum was not established of the Commission.

### III. ADJOURNMENT

*Meeting adjourned at 7:04pm.*

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Christina Him, Recorder

\_\_\_\_\_  
Joan Dewey, Chair

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**City of Bethel, Alaska****Parks, Recreation, Aquatic, Health & Safety Center Committee Minutes**

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December 12, 2016

Regular Meeting

Bethel, Alaska

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**I. CALL TO ORDER**

The meeting was called to order by Michelle Dewitt at 6:02pm.

**II. ROLL CALL**

Comprising a quorum, the following members were present: Michelle DeWitt, Judy Wasierski, Kathy Hanson, Beverly Hoffman, Brian Lefferts, and Fred Watson

Excused absent(s): Barbara Mosier

Unexcused absent: Mark Jones

Also in attendance were the following:

Committee Recorder, Pauline Boratko

**III. PEOPLE TO BE HEARD:****IV. APPROVAL OF AGENDA**

MOVED BY:	Judy Wasierski	Motion to approve the agenda
SECONDED BY:	Kathryn Baldwin	
VOTE ON MOTION:	Unanimously approved	

**V. APPROVAL OF THE MINUTES:**

MOVED BY:	Judy Wasierski	Motion to approve the minutes
SECONDED BY:	Beverly Hoffman	
VOTE ON MOTION:	Unanimously approved	

**VI. SPECIAL ORDER OF BUSINESS:**

- A. Energy Committee Joint Meeting: Energy Committee Member Jeff Sanders presented to the committee of a water conditioner that inhibits evaporation. The Parks and Recreation committee suggested more information the studies.

**VII. DEPARTMENT HEAD REPORT:**

Stacey Reardon was unable to attend the meeting. Matt Ross reports that there is a new Public Works Director, Bill Arnold and he is waiting to discuss Parks and Recreation issues.

**VIII. UNFINISHED BUSINESS:**

- A. Individual to provide report to December 13 City Council meeting: Fred Watson volunteered to give the report.
- B. Updates: Owl Park and Dog Park: Owl Park maintenance is still an issue with AVCP-RHA not holding up their end of the contract. Plans are to meet up with AVCP-RHA with the new Public Works Director.
- C. Pinky's Park Grant Project Update: The original size of the soccer field was requested to be extended. They need to meet up with the planning department to see if the extension will fit.
- D. Log Cabin/4H Building: There was a discussion on user's groups and rates with Parks and Rec asked to get real costs for the log cabin from AVEC, Delta Wester, and City Water.
- E. Fiscal Year 2017 Parks and Recreation Budget: no new updates this month
- F. Signs in Parks to notify staff of maintenance problems: Matt Ross presented the committee with a draft sign and decided that this coming spring the signs will go up.

- G. Balance on the dedicated Pool Fund: no new updates this month
- H. YK Fitness Center Directors Report: Brian Lefferts presented his report the committee regarding the Fitness Center tour addressing issues.

MOVED BY:	Brian Lefferts	Motion to recommend City administration to review and update the automated alarm list contacts for critical systems at the YK Fitness Center, including the boiler and day tank alarms
SECONDED BY:	Judy Wasierski	
VOTE ON MOTION:	Unanimously approved	

- I. Fiscal Year 2017 Fitness Center Budget: Committee reviewed monthly report, but are waiting on the November report from Stacey Reardon.
- J. Sub Committee Reports: Water Temp- there has been some brown outs that caused the water temp to drop, this has been fixed. Marketing- no new updates this month.
- K. City of Bethel Employee Wellness Program: This is still in process and taxes issues are still being discussed.
- L. Facility name- tabled
- M. Arts at the YK Fitness Center: Michelle Dewitt has gathered a committee but not all seats are filled and wishes to have Bethel artists. The committee gave some suggestions

**IX. NEW BUSINESS:**

- A. Present amended agenda to committee: A new amended agenda was presented to the committee by the recorder.

**X. MEMBER COMMENTS:**

- M. Dewitt- I am the only one holding up the wind monitor on the net
- J. Wasierski- Aqua Zumba is an awesome class
- K. Hanson- I'm excited for new classes
- B. Lefferts- Welcome Fred, sorry I missed November
- B. Hoffman- Mark Jones should be taken off the committee due to lack of attendance
- F. Watson- I am very impressed with this committee and I support you 100%

**XII. ADJOURNMENT**

MOVED BY:	Kathy Hanson	Motion to adjourn the meeting at 8:30pm
SECONDED BY:	Judy Wasierski	
VOTE ON MOTION:	Unanimously approved	

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Pauline Boratko, Committee Recorder

\_\_\_\_\_  
Michelle DeWitt, Chair



# City of Bethel, Alaska

## Public Works Committee Agenda

Wednesday, December 21, 2016 Regular Meeting 6:30PM City Hall Council Chambers

**MEMBERS**

Joseph Klejka  
*Committee Chair*  
Term Expires  
12/2017

Jennifer Dobson  
*Committee V. Chair*  
Term Expires  
12/2017

Byron Maczynski  
*Council Rep.*  
Term Expires  
10/2016

Scott Guinn  
*Committee Member*  
Term Expires  
12/2017

Robert Champagne  
*Committee Member*  
Term Expires  
12/2017

Bill Arnold  
*Ex-Officio Member*

Pauline Boratko  
*Committee Recorder*

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD: – (5 Minute Limit)**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF MINUTES:**
  - A. August 17, 2016
  - B. September 21, 2016-no meeting due to lack of quorum
  - C. October 19, 2016-no meeting due to lack or quorum
  - D. November 16, 2016-no meeting due to lack of quorum
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. UNFINISHED BUSINESS:**
  - A. Institutional Corridor Piped Water Supply Project
  - B. Sewer Lagoon, – PER (Preliminary Engineering Report) & ER (Environmental Report) for Truck Dump Site and other options/Funding strategies for sewer lagoon
  - C. Preventative maintenance logs and schedule for city trucks---- Byron Maczynski
  - D. update/discussion on the trail behind the college towards the hospital:---- Joseph Klejka
  - E. Leveling of the Bethel Heights Water Treatment Plant Building:---- Scott Guinn
  - F. Recommendation for Ordinance Modification Allowing Composting Toilets:---- John Sargent
  - G. 2015 Water Quality Reports & customer concerns:----Jennifer Dobson
- VIII. NEW BUSINESS:**
  - A. Opening a shop foreman position:---- Byron Maczynski
- IX. DIRECTORS REPORT:**
- X. MEMBER COMMENTS:**
- XI. ADJOURNMENT:**



# City of Bethel, Alaska

## Public Works Committee Agenda

Wednesday, December 21, 2016 Regular Meeting 6:30PM City Hall Council Chambers

**MEMBERS**

Joseph Klejka  
*Committee Chair*  
Term Expires  
12/2017

Jennifer Dobson  
*Committee V. Chair*  
Term Expires  
12/2017

Byron Maczynski  
*Council Rep.*  
Term Expires  
10/2016

Scott Guinn  
*Committee Member*  
Term Expires  
12/2017

Robert Champagne  
*Committee Member*  
Term Expires  
12/2017

Bill Arnold  
*Ex-Officio Member*

Pauline Boratko  
*Committee Recorder*

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD: – (5 Minute Limit)**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF MINUTES:**
  - A. August 17, 2016
  - B. September 21, 2016-no meeting due to lack of quorum
  - C. October 19, 2016-no meeting due to lack or quorum
  - D. November 16, 2016-no meeting due to lack of quorum
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. UNFINISHED BUSINESS:**
  - A. Institutional Corridor Piped Water Supply Project
  - B. Sewer Lagoon, – PER (Preliminary Engineering Report) & ER (Environmental Report) for Truck Dump Site and other options/Funding strategies for sewer lagoon
  - C. Preventative maintenance logs and schedule for city trucks---- Byron Maczynski
  - D. update/discussion on the trail behind the college towards the hospital:---- Joseph Klejka
  - E. Leveling of the Bethel Heights Water Treatment Plant Building:---- Scott Guinn
  - F. Recommendation for Ordinance Modification Allowing Composting Toilets:---- John Sargent
  - G. 2015 Water Quality Reports & customer concerns:----Jennifer Dobson
- VIII. NEW BUSINESS:**
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- IX. DIRECTORS REPORT:**
- X. MEMBER COMMENTS:**
- XI. ADJOURNMENT:**

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# City of Bethel, Alaska

## Public Works Committee Minutes

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December 21, 2016

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER:

A regular Public Works Committee Meeting was held on December 21, 2016 at the council chambers of the City Hall, Bethel, Alaska. The meeting was called to order at 6:32 pm by Jennifer Dobson.

### II. ROLL CALL:

Comprising a quorum of the committee, the following were present: Jennifer Dobson, Byron Maczynski, Scott Guinn, and Robert Champagne

Excused absence(s): Joseph Klejka

Also Present:

Public Works Director, Bill Arnold

Committee Recorder, Pauline Boratko

### III. PEOPLE TO BE HEARD: none

### IV. APPROVAL OF AGENDA:

<b>MOVED BY:</b>	Scott Guinn	Motion to approve the agenda.
<b>SECONDED BY:</b>	Robert Champagne	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

### V. APPROVAL OF MINUTES:

<b>MOVED BY:</b>	Robert Champagne	Motion to approve minutes for August 17, 2016; September 21, 2016; October 19, 2016; November 16, 2016.
<b>SECONDED BY:</b>	Byron Maczynski	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

### VI. SPECIAL ORDER OF BUSINESS:

### VII. UNFINISHED BUSINESS:

- A.** Institutional Corridor Piped Water Supply Project: Project has been rerouted adding about 500 for feet of pipe around the Yukon Kuskokwim Health Corporation (YKHC), and are currently renegotiating.
- B.** Sewer Lagoon- PER (Preliminary Engineering Report) and ER (Environmental Report) for Truck Dump site and other options: Still working on contract with the engineers, and still negotiating.
- C.** Preventative maintenance logs and schedule for City trucks: tabled

- D.** Update on boardwalk/trail behind the college to hospital: The grant is good for 2 years. The Yukon Kuskokwim Health Corporation has a construction site that may interfere with the trail.
- E.** Leveling of the Bethel Heights Water Treatment Plant Building: There has been 1 check in 5 months and it has moved about 6 inches, which concerns the committee.
- F.** Recommendation for ordinance modification allowing composting toilets: Council Representative Bryon Maczynski reported that this ordinance was not approved by council.
- G.** 2015 Water Quality Reports and customer concerns: Our water meets standards according to Alaska Rural Safe Water. Administration is currently looking into a company that could print and mail the water reports instead of having the city do it manually.

**VIII. NEW BUSINESS:**

- A.** Opening a shop foreman position:

<b>MOVED BY:</b>	Scott Guinn	Motion to recommend to council to open a vehicles and equipment foreman position
<b>SECONDED BY:</b>	Byron Maczynski	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote	

- IX. DIRECTOR'S REPORT:** Director of Public Works, Bill Arnold shared with the committee a capital project list he has come up with addressing all issues with the City's buildings, equipment, and properties which are in need of replacement or repairs.

**X. MEMBER COMMENTS:**

- Robert Champagne-** Welcome Bill.
- Jennifer Dobson-** Welcome Aboard Bill.
- Scott Guinn-** Welcome Bill.
- Byron Maczynski-** Welcome Bill.

**XI. ADJOURNMENT:**

<b>MOVED BY:</b>	Scott Guinn	Motion to adjourn.
<b>SECONDED BY:</b>	Byron Maczynski	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote	

With no further business, meeting adjourned at 7:22 pm

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Pauline R. Boratko  
Recorder of Minutes

\_\_\_\_\_  
Jennifer Dobson  
Co-Chair

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# ***Unfinished Business***

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Introduced by: Peter Williams, Acting  
City Manager  
Date: December 13, 2016  
January 10, 2017  
Action:  
Vote:

## CITY OF BETHEL

### Resolution # 16-33

#### **REQUEST TO ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO ALLOW THE CITY OF BETHEL TO USE THE ALTERNATIVE MANAGEMENT METHOD FOR ITS VILLAGE SAFE WATER-FUNDED PROJECT TO DREDGE SEWER LAGOON AND MAKE LAGOON UPGRADES**

**WHEREAS,** Bethel is a community with a population of 6,205;

**WHEREAS,** the 43 square mile community is governed by the City of Bethel, a municipality formed and in operation since 1957;

**WHEREAS,** the City of Bethel is a second class city in which seven City Council members hire a City Manager to serve as the top administrative position;

**Whereas,** the City will receive funding from the State of Alaska, Department of Environmental Conservation, Village Safe Water Program to assist in the sewer lagoon rehabilitation project;

**WHEREAS,** the City has two full-time management positions in the Finance Department, Finance Director and Assistant Finance Director, and five full-time staff members;

**WHEREAS,** the City has procurement procedures specified in the Bethel Municipal Code, which governs how the city performs procurement activities;

**WHEREAS,** the City of Bethel has the capability and capacity to perform project administration without technical and administrative support from Village Safe Water Program staff members;

**WHEREAS,** the City of Bethel has successfully managed millions of dollars in federal, state, and private foundation funds from project inception to project completion;

Introduced by: Peter Williams, Acting  
City Manager  
Date: December 13, 2016  
January 10, 2017  
Action:  
Vote:

**WHEREAS,** the City of Bethel is currently administering a \$7 million State of Alaska Designated Legislative Grant to complete the Institutional Corridor Project, a project to pipe water from the City Subdivision Water Treatment Plan to large organizations;

**WHEREAS,** the City uses Caselle Accounting software to manage all of its financial transactions, including budget preparation, sales taxes, payroll, accounts payable, accounts receivable, general ledger activity, and report generation;

**WHEREAS,** independent accounting firms examined the City of Bethel's financial records and provided an unmodified opinion related to the financial statements for the City's FY 2012, FY 2013, FY 2014, and FY 2015 audits;

**WHEREAS,** the City of Bethel has a 54-person Public Works Department with a hauled utility division and piped utility maintenance division from which trained, experienced, water and sewer personnel can oversee the sewer lagoon rehabilitation project;

**WHEREAS,** the City understands that the Village Safe Water Program typically provides technical, administrative, and procurement services as well as project management to recipient communities, but that communities may request to manage their own projects under an agreement known as "Alternative Management."

**WHEREAS,** when the alternative management approach is approved, the community will be responsible for managing its own project without technical and administrative assistance from the Village Safe Water Program staff;

**NOW, THEREFORE BE IT RESOLVED** that the City of Bethel is aware of the difference between traditional and alternative management procedures and chooses to request that the Alaska Department of Environmental Conservation allow it to use the Alternate Management procedure for its VSW project.

Introduced by: Peter Williams, Acting  
City Manager

Date: December 13, 2016  
January 10, 2017

Action:

Vote:

**ENACTED THIS \_\_\_ DAY OF \_\_\_\_\_ 2017 BY A VOTE OF \_\_\_\_\_ IN FAVOR AND  
\_\_\_\_\_ OPPOSED.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

\_\_\_\_\_  
Lori Strickler, City Clerk

## **Sewer Lagoon Rehabilitation Project Traditional vs. Alternative Management Styles**

### **Overview**

The City of Bethel received a \$157,000 grant through the Alaska Department of Environmental Conservation (ADEC) to fund pre-construction activities and is expected to receive \$4.4 million for construction. ADEC utilizes Village Safe Water (VSW) to administer their grants.

Grant funds are limited to Dredging and related lagoon improvements.

### **Traditional**

In the world of Village Safe Water program managers, “traditional management” means that Village Safe Water staff members will perform the tasks necessary to administer the project and project funding. VSW staff members will allow input from the City, but final decisions will be made by VSW. The City will have no say on the ground. The method is termed “traditional” because this is the most common way that VSW administers water and sewer projects for small villages.

### **Alternative**

VSW uses the words, “alternative management” to describe the situation where a city or village is capable and desirous of performing the tasks necessary to administer project funding. The city or village would follow its own ordinances and policies for procurement, contracting, contract administration, expense tracking, payments to contractors, and reporting. The method is termed, “alternative” because it is different than the common way that VSW administers funding for a water or sewer project.

### **Main Differences:**

The sewage lagoon project has two (2) major components: (1) the jetty repair, and (2) the sewage lagoon dredging.

If the traditional method is utilized, VSW will manage all of the aspects of the dredging. That means VSW will procure the engineer via their procurement methods, will hire the engineer and will utilize the timelines set out for their project. If the timeline clashes with that set out for the jetty, the City will have to make it work. However, VSW will do all of the accounting, reporting and associated paperwork.

If the alternative method is utilized, the City will use one project manager for both aspects of the project. Thus, coordination between the jetty repair and the dredging will be ensured. While the City will now be responsible for the bidding, accounting and reporting, the City would already be handling these tasks for the dredging portion of the project (the larger portion). The alternative method would give the City full control at the site, thus ensuring that the timelines are those that work for the City and its customers.

Introduced by: Peter Williams, Acting City Manager  
 Introduction Date: December 13, 2016  
 Public Hearing:

Action:  
 Vote:

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

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

**Be it Enacted by the Bethel City Council** that the FY 2017 Annual Budget be amended as follows:

**Section 1.** That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2017, July 1, 2016 to June 30, 2017.

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

**PORT OFFICE FUND (47)**

Change to Port Office Fund

<b>Increases Expenditures</b>		
47-50-690	CAPITAL PROJECT - PORT OFFICE FUND	643,322
	Total Increases	<b>643,322</b>
<b>Increase Revenues</b>		
47-46-490	Transferred from Port Enterprise Fund	1,045,322
	Total Increase	<b>1,045,322</b>

**MUNICIPAL DOCK (52)**

<b>Increases Expenditures</b>		
52-46-990	Port Office Capital Improvement Fund - Transfer to Port Office	1,045,322
	Total Increases	<b>1,045,322</b>
<b>Increase</b>		
		<b>0</b>
	Total Decreases	<b>0</b>
<b>TOTAL</b>	<b>Net Change to Municipal Dock Appropriations</b>	<b>1,045,322</b>

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF JANUARY 2017 BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
 Richard Robb, Mayor

\_\_\_\_\_  
 Lori Strickler, City Clerk



## CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

# Memorandum

**To:** Bethel City Council  
**Cc:** Peter Williams, Acting City Manager  
**From:** Hansel L Mathlaw, Acting Finance Director  
**Date:** December 6, 2016  
**Re:** Justifications for Budget Port Office Building

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Listed below is an explanation for the budget modification requested in Ordinance #16-17 (f)

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The Municipal Dock Enterprise Fund has been saving funds since FY 2012 to build a new port office building. The following transfers were made from the Dock to the Port Office Capital Projects Fund:

FY12	\$50,000
FY13	\$50,000
FY14	\$50,000
FY15	\$50,000
FY16	\$300,000
FY17	\$48,000

TOTAL Transferred: \$548,000

The estimate for the new office building is expected to be \$1,593,322. The difference between the expected cost and total amount transferred equals \$1,045,322. Thus, \$1,045,322 is the additional amount necessary from the Dock to cover the Port Office

The current FY17 budget for the Port Office Budget is \$950,000 (Page 48). The new Port Office construction estimate \$1,593,322. An additional \$643,322 is needed to cover the new estimate.

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# ***New Business***

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Introduced by: Peter Williams, Acting  
City Manager

Date: January 10, 2017

Action:

Vote:

## CITY OF BETHEL

### Resolution # 17-01

#### **A RESOLUTION ADOPTING THE ENVIRONMENTAL MITIGATION MEASURES CONTAINED IN THE ENVIRONMENTAL REPORT FOR EMERGENCY REPLACEMENT OPTIONS FOR EXISTING WASTEWATER LAGOON JETTY, MARCH 2016**

**WHEREAS,** USDA-RD requires Bethel City Council approval of this resolution as a condition for wastewater lagoon jetty funding;

**WHEREAS,** DOWL prepared the document, *Environmental Report for Emergency Replacement Options for Existing Wastewater Lagoon Jetty*, March 2016;

**WHEREAS,** the Environmental Report and USDA-RD's Letter of Conditions dated May 9, 2016, list the following specific actions that must be done for the successful completion of the project:

- Contractor to prepare a Storm Water Pollution Prevention Plan (SWPPP) in compliance with the Alaska Pollutant Discharge Elimination System General Construction Permit;
- Fugitive dust from construction activities must be reduced during construction by use of water and other dust control measures;
- Emissions from vehicles and equipment must be maintained below applicable state and local emission control plans;
- Movement of construction material and machinery must be scheduled for non-peak or non-critical times;
- In the event that historical artifacts are discovered, all work must be stopped immediately and appropriate agencies must be contacted;
- Best Management Practices must be utilized during construction to minimize or avoid potential impacts to water quality or resources;
- All waste materials generated during construction will be disposed of in the landfill or the waste will be backhauled to an approved facility;
- Proper sedimentation and erosion control construction techniques will be used;

Introduced by: Peter Williams, Acting  
City Manager

Date: January 10, 2017

Action:

Vote:

**WHEREAS**, other federal, state, tribal, and local laws, regulations and or permits may apply or be required;

**WHEREAS**, if the project or any project element deviates from or is modified from the originally-approved project, additional environmental reviews may be required;

**WHEREAS**, the City of Bethel hereby adopts the mitigation measures and resolves to ensure the its inspector, Project Manager, and contractor adhere to the measures as part of the wastewater lagoon jetty construction project;

**NOW, THEREFORE BE IT RESOLVED** that the City of Bethel adopts the environmental mitigation measure identified in the Environmental Report and USDA-RD Letter of Conditions and resolves to ensure adherence to the measures.

**ENACTED THIS 10<sup>th</sup> DAY OF JANUARY 2017 BY A VOTE OF \_\_\_\_\_ IN FAVOR AND \_\_\_\_\_ OPPOSED.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

\_\_\_\_\_  
Lori Strickler, City Clerk

Introduced by: City Manager Williams  
Date: January 10, 2017  
Public Hearing:  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #17-01**

#### **AN ORDINANCE APPROVING THE DISPOSAL OF UTILITY EASEMENT PREVIOUSLY ACQUIRED**

**WHEREAS**, in accordance with BMC 4.08.030 the City Council may, by ordinance, provide for the disposal of an interest in real property to a municipal, borough, state, federal or other appropriate entity providing a necessary public service without seeking bids and for less than the current assessed value or current appraised value of that interest in real property;

**WHEREAS**, on March 22, 2016, the City of Bethel acquired an easement from Bethel Native Corporation;

**WHEREAS**, the easement was more particularly described as follows:

That portion of Lot 4C, Subdivision of Lot 4, U.S. Survey No. 4117, according to Plat No. 84-18 and 84-20, lying within Lot 54, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

**WHEREAS**, said easement was depicted on a Parcel Map attached and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

Beginning at the most northerly northwest corner of said Lot 54, being the True Point of Beginning for this description; thence on the north line thereof S80°08'48"E 135.86 feet to the northeast corner of said Lot 54; thence on the east line thereof S09°47'45"W 29.88 feet; thence departing said east

Introduced by: City Manager Williams  
Date: January 10, 2017  
Public Hearing:  
Action:  
Vote:

line N80°08'48"W 115.45 feet; thence S00°00'17"W 196.34 feet; thence N89°56'55"W 147.95 feet to the most westerly west line of said Lot 54; thence on said line N13°50'38"E 15.45 feet to the most westerly northwest corner of said Lot 54; thence on a north line thereof S89°56'55"E 129.25 feet to an angle point; thence on a west line thereof N00°00'17"E 214.74 feet to the True Point of Beginning. Said easement embraces an area of 8,929 square feet, more or less as calculated from said courses and distances.

**WHEREAS**, although the lease was acquired by the City from Bethel Native Corporation (BNC), since the filing of the easement BNC has sold land containing the easement to the Yukon Kuskokwim Health Corporation (YKHC);

**WHEREAS**, the easement is no longer necessary for the institutional corridor;

**NOW, BE IT FURTHER ORDAINED**, the City Council authorizes the disposal and release of the above described easement and authorizes City Manager to complete the necessary paperwork to effectuate the release

**SECTION 1. Classification.** This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

**SECTION 2. Authorization.** Pursuant to Bethel Municipal Code 04.08.030(B) Disposal to an Entity Providing Necessary Public Service and Bethel Municipal Code 4.08.020(A)(4) Disposal of City-Owned Property.

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

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS \_\_\_ DAY OF JANUARY, 2017, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

\_\_\_\_\_  
Lori Strickler, City Clerk

Introduced by: City Manager Williams  
Date: January 10, 2016  
Public Hearing: January 24, 2016  
Action:  
Vote:

***CITY OF BETHEL, ALASKA***

**ORDINANCE #17-02**

**AN ORDINANCE ADOPTING THE CITY OF BETHEL TERMINAL  
TARIFF #005, NAMING RATES RULES AND REGULATION FOR  
TERMINAL SERVICES AT THE PORT OF BETHEL ALASKA**

**BE IT ORDAINED** that the City Council of Bethel, Alaska,

**SECTION 1. Classification.** This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

**SECTION 2. Repeal and Replacement.** The attached City of Bethel Terminal Tariff #005, replacing in its entirety Terminal Tariff #004, adopted under Ordinance 09-10 and amended through Ordinances 10-32, 13-05, 15-12 and 16-04. Terminal Tariff #005 shall be adhered to by all traffic without specific notice of arrangement.

**SECTION 3. Effective Date.** This ordinance becomes effective February 28, 2017.

**PASSED AND APPROVED THIS \_\_\_ DAY OF JANUARY, 2017 BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
Rick Robb, Mayor

\_\_\_\_\_  
Lori Strickler, City Clerk

# 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 17-  
Effective June 1, 2017**

***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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PORT OF BETHEL TARIFF #5

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## PORT OF BETHEL TARIFF #5

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**CHECK SHEET FOR TARIFF REVISIONS**

**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

**Abbreviations**

<b>Abbreviation</b>	<b>Meaning</b>
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**

<b>Symbol</b>	<b>Meaning</b>
\$	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

PORT OF BETHEL TARIFF #5

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

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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](http://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](http://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.

### C. APPLICATION OF BETHEL MUNICIPAL CODE (BMC)

In addition to the Terminal Tariff, all sections of the Bethel Municipal Code (BMC), particularly Chapter 14, not expressly contradicted by this Tariff shall apply. The BMC can be found at [www.cityofbethel.net](http://www.cityofbethel.net).

### DEFINITIONS

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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 or as defined in Alaska Statute (AS 30)
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. This permit does not create and exemption from wharfage fees.
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. **Floating Docks/Floats:** Docks/floats equipped with or without gangways that are secured to the seawall or appurtenant to it for the use of small vessels.

19. **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.
20. **Gangway:** means a narrow, portable platform used as a passage by persons entering or leaving a vessel moored alongside a quay or pier.
21. **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.
22. **Harbormaster:** The individual charged with directly supervising and facilitating cargo, freight, fuel, and Small Boat Harbor operations; the Port Director or his designee.
23. **Haul-out:** When a vessel is pulled, skidded, lifted, or floated and left partially or completely upon any Port Facility or Port property.
24. **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.
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. **Parking Area:** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers.
39. **Person:** An individual, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.
40. **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.

41. **Port Director:** The Director of the Port, or the Port Director's designee.
42. **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.
43. **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.
44. **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.
45. **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.
46. **SBH Parking Area:** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers.
47. **Seawall:** The bulkhead constructed of pipe piling, or other material, along the waterfront of the City of Bethel.
48. **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.
49. **Small Boat Harbor or Harbor:** USS 3790 Plat 82-13, the area platted for use as the Bethel Small Boat Harbor.
50. **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.
51. **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.
52. **Summer Season:** June 1st through October 31st

53. **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.
54. **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.
55. **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.
56. **Terminal Storage:** Is the service of providing warehousing or other terminal facilities for the storing of inbound or outbound freight/cargo or gear/equipment after the expiration of free time. This includes closed or covered storage, open or ground storage, bonded storage, when available, and refrigerated storage (when available) after storage arrangements have been made.
57. **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.
58. **Transient Watercraft:** Any watercraft that does not have a seasonal moorage agreement with the Port of Bethel.
59. **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 Bethel's facilities.
60. **Transient:** Any vessel using the mooring space on a temporary basis or which does not have a specific reserved mooring space.
61. **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.
62. **Vessel Owner:** the actual or registered owner, charterer, master, agent, person in navigational control or person responsible for the operation of the vessel.
63. **Watercraft/Boat:** Any vessel including, but not limited to, houseboats, floatplanes,

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waterborne aircraft, floats, scows, rafts, pile drivers, or any other floating structure adapted to be navigated from place to place, used for recreational, commercial, or other purpose upon the waterways within the port or moored at any place within the port.

64. **Waterway:** Any water, waterway, lake, river, tributary or lagoon and tidelands within the boundaries of the City.
65. **Wharf:** Includes every pier, bulkhead, dock, seawall, landing float, gridiron, shore, rip-rap 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.
66. **Wharfage:** Charge assessed against a vessel for cargo passing or conveyed over, onto or under wharves or between vessels, when berthed at any City of Bethel Port Facility. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.
67. **Wharfage Demurrage:** Charge assessed against freight/cargo/equipment 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.
68. **Winter Season:** November 1st through May 31<sup>st</sup>.
69. **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:

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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 attorney's 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**

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### **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**

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: ]**

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. Normal Working Hours**

Normal working hours for Bethel Port personnel are generally 0700 to 1900 (7:00 am to 7:00 pm) seven (7) days per week from June 1 through October 31 (the summer season) and 0800 to 1700 (8:00 am to 5:00 pm), Monday – Friday from November 1<sup>st</sup> through May 31<sup>st</sup> (the winter season). Holidays during the summer season are routinely worked while holidays during the winter season are only worked when necessary to facilitate terminal operations.

- (1) Holidays Observed by the Bethel Port: New Year's Day, President's Day (3<sup>rd</sup> Monday in February), Memorial Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Chief Eddie Hoffman Day (2<sup>nd</sup> Friday in December) and Christmas Day.
- (2) Holidays Not Observed: Independence Day, Labor Day and Alaska Day (October 18).

**L. Call Outs**

Call outs of Bethel Port personnel before or after established working days or hours shall be assessed at the rate of two hundred (\$200) dollars per hour per person, with a minimum charge of two (2) hours. Taxes will be charged in addition to the callout cost. Pre-arranged after-hours access will be charged one hundred (\$100) dollars per hours per person with a minimum charge of two (2) hours.

**M. 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.

**N. 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.

**O. 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 and Alaska Statute section AS 30.30.

**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 207 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**

A. 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*
Containers	4 high max^	n/a	n/a
Flats	10 high max^	n/a	n/a

\* Includes equipment

^ No containers or flats shall be closer than six (6') feet to the perimeter of the City Dock.

Any variation from these guidelines requires the advance approval of the Port Director.

B. 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 in the aisle ways or in front of gates. 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.

The Port of Bethel reserves the right to label any container(s) with any information necessary to perform Port duties.

**SAFETY, SANITATION AND HOUSEKEEPING**

**110**

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. At the Port Director’s discretion, pre-approval by City of Bethel Fire Department may also be required. 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.
  - 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**

**111**

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.

### **A. HAZARDOUS MATERIALS**

1. Acids, gasolines, fuel oil, volatile fuels, distillates, liquid petroleum products, explosives and hazardous substances ("Petroleum Products and Hazardous Substances") shall be unloaded from or loaded to vessels only at those locations within the Port of Bethel designated as suitable for such purposes by the Port Director. The Port Director may from time to time impose safety conditions and such other operating procedures as are necessary for the transferring of any such materials anywhere inside the Port Facility. All Petroleum Products and Hazardous Substances shall be identified on the Dangerous Cargo Manifest (DCM) (required with submittal of overall cargo manifests) and clearly marked on vessel cargo manifests, including property reporting requirements. Each user of the Port of Bethel transferring Petroleum or Hazardous Substances to or from a vessel, other than for use and/or consumption on the vessel, shall have available

and be capable of implementing an Oil Discharge Prevention and Contingency Plan (ODPCP) approved by the Alaska Department of Conservation (ADEC), Environmental Protection Agency (EPA) and United States Coast Guard (USCG) capable of fully containing damages that might otherwise be caused by an explosion, fire, contamination or pollution. No ODPCP relying solely on equipment or expertise outside the immediate Bethel area at the time of the cargo handling shall be acceptable.

2. Any person possessing or keeping Petroleum or Hazardous Substances anywhere in the Port of Bethel shall do so in full compliance with the terms and conditions of all applicable Federal, State and local laws and regulations, including, the requirements of the agencies responsible for the administration of such laws and regulations including the Maritime Transportation Security Agency (MTSA), the USCG and the ADEC. Additionally, any person possessing or keeping Petroleum or Hazardous Substances anywhere in the Port of Bethel shall do so in full compliance with the terms and conditions of this Tariff, Port rules, Port regulations, and Port Director safety conditions controlling the use, storage, and disposal of such materials. Any hotwork (welding, cutting) or sandblasting, whether on a vessel or dockside, must be approved in advance by the Port Director. Authorization request forms are available from the Port Director and must be completed prior to commencing any hotwork or sandblasting. Users who do not obtain advance approval will be subject to the imposition of fines set forth herein.
3. Failure to notify the Port of Bethel of the possession on a vessel or transferring to or from a vessel of Petroleum or Hazardous Substances in quantities greater than what is reasonably necessary for use and/or consumption on the vessel may result in the immediate confiscation and removal of the Petroleum or Hazardous Substances by the Port of Bethel at user's expense, the imposition of the fines set forth in this Tariff against the person violating this provision, the owner and operator of the vessel containing the improper cargo, and any vessel containing the improper cargo, all of whom shall be jointly and severally responsible for payment of all fines assessed. In addition to the fine assessed, the vessel, vessel owner, and vessel operator may be denied use of Port facilities.
4. A vessel engaged in the business of supplying Petroleum or Hazardous Substances may haul or lie alongside a vessel or Port Facility only at locations specifically designated as suitable for the loading or unloading of such cargo, and only for so long as is required to load or discharge the same cargo products unless alternative arrangements are made with the Port Director. All users handling materials described in subsection (a) will comply with the hazardous

cargo handling requirements outlined in the Port of Bethel's USCG approved Facility Security Plan.

5. Nothing in these Tariff regulations, or discretionary instructions or orders from the Port Director, shall be construed to reduce the standard of care required by the laws and regulations of any governmental entity for the safe and proper handling of Petroleum or Hazardous Substances. In each and every instance, the requirements and regulations of the Port of Bethel shall be additional and supplemental to any and all rules, regulations, ordinances, statutes and laws of all other governmental entities.
6. A red flag shall be displayed as a danger signal at the fore top mast head of the vessel while Petroleum or Hazardous Substances are being transferred in either direction between the vessel and the Port of Bethel, or between vessels. Adequate signage shall be displayed as a danger signal in plain view on all hazardous cargo in staging, transshipment or laying at rest in the Port of Bethel.
7. When the standby of emergency services is required by a federal or state agency during the loading or unloading of Petroleum, Explosives or Hazardous Substances, or when the standby of emergency services is requested by a shipper, the shipper shall pay for the standby of emergency services at the rate set in Section 207 of this tariff. A minimum of five (5) days' notice must be provided to the Port Director of the specific date and time the stand by services are needed. Any violation of this five (5) day notice requirement will be subject to the imposition of fines set forth herein.

## **WASTE OIL HANDLING**

**112**

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 DEFAACEMENT 114**

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 115**

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 116**

- 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.

## Section 2 – DESCRIPTIONS AND SCHEDULE OF CHARGES

### GENERAL DESCRIPTIONS AND CHARGES

200

**A. MINIMUM CHARGES:**

Except as otherwise provided herein, where named services are performed, the minimum charge for any single shipment shall be:

Wharfage:	\$75.00
Storage:	\$75.00
Call-Outs	\$400.00 (unscheduled)
	\$200.00 (scheduled)

**B. FRESH WATER FOR VESSELS:**

Water deliveries shall be arranged through the Port Office. Fresh water will be furnished to vessels as follows:

(Regular delivery hours are 5 am to 5 pm Monday to Friday)

Service	2017	2018	2019	2020	2021
Hook-up Fee	\$135	\$140	\$150	\$160	\$170
Rate Per Gallon	\$0.18	\$0.19	\$.20	\$0.21	\$0.22
After Hours Call-Out Charge	\$75	\$80	\$85	\$90	\$95

The above charges include the service of Port personnel to hook-up and disconnect hoses. The Port will furnish on request a maximum of 100 feet of 2-1/2 inch hose suitable for dispensing potable water.

**C. GRAY WATER SERVICES FOR VESSELS**

Arrangements for gray water services for vessels shall be arranged through the Port Office. Gray water will be removed during regular hours (Monday to Friday 5 am to 5 pm) as follows:

Service	2017	2018	2019	2020	2021
Hook-up Fee	\$135	\$140	\$150	\$160	\$170
Rate Per Gallon	\$0.18	\$0.19	\$.20	\$0.21	\$0.22
After Hours Call-Out Charge	\$75	\$80	\$85	\$90	\$95

**D. REFUSE REMOVAL AND DISPOSAL**

The following charges will apply to refuse placed in a Port-supplied refuse box or dumpster:

Dumpster	2017	2018	2019	2020	2021
4 yard	\$130	\$137	\$145	\$150	\$160
8 yard	\$235	\$250	\$260	\$275	\$285

Requests to empty dumpsters must be made no later than 10 am Monday through Saturday. There is no dumpster service on Sundays.

E. FUEL TRANSFER CHARGES/RULES:

There will be assessed a six cent charge (**\$0.06 PER GALLON**) of fuel transferred from vessel to tanker, tanker to vessel, vessel to vessel, vessel to pipeline and/or pipeline to vessel. This will be in addition to dockage charges.

All carriers or its agent for dock-side fuel operations, bringing in fuel to transfer to tanker trucks will show proof of fuel clean-up equipment aboard each vessel, show proof that tanker trucks are certified to take on fuel and will give the Harbormaster a completed copy of the "DECLARATION OF INSPECTION PRIOR TO BULK CARGO TRANSFER". No fuel will be transferred without proof of the above mentioned requirements and any other Federal, State or Local requirements.

The deliverer of fuel accepts the responsibility and costs for any clean-up of fuel that may occur. The Port of Bethel will not provide any fuel clean-up equipment, hoses, storage tanks, or parking areas for tanker trucks. The Port of Bethel reserves the right to refuse the dock for any and all fuel transfers, and may demand of the carrier to have on-site inspections by any and all State and Federal agencies involved in fuel transfer and delivery.

The carrier liable for fuel transfer must give proof of liability insurance with the Port of Bethel named as certificate holder. This does not relieve the Port of Bethel or holders of Terminal Use Permits from liability for their own negligence.

The carrier of the fuel or its agent is responsible for all clean-up of pipeline, catch barrels and areas affected immediately upon completion of transfer operations. This includes clearing the pipe line located in the Terminal to be fuel free. Should the Port be required to clean or clear the pipeline all cost will be charged to the responsible user.

F. SPILLAGE:

All spillage and/or leakage of petroleum products or flammables shall be reported to the Port Director, US Coast Guard and Alaska Department of Environmental Conservation (ADEC) without delay. Clean up will commence immediately – ***no exceptions!***

Port Office:	(907) 543-2310
Port Director:	(907) 545-4150
National Response Center:	(800) 424-8802
ADEC:	(907) 451-2100
USCG	(907) 271-6700

G. GOVERNMENT VESSELS:

Government vessels may use the Port of Bethel. Only vessels belonging to the Alaska Marine Highway System are exempt from all charges at Port of

Bethel facilities. Government vessels such as those registered with the US Navy, National Oceanic and Atmospheric Administration, US Fish and Wildlife Service, and Alaska Department of Game may use the Port of Bethel Facilities on a space available basis if they call infrequently (no more than twice in one calendar year) and for short periods of time (24 hours or less). In such instances they are exempt from dockage charges only, but must pay for all other services when rendered. All government ships must vacate facilities belonging to the Port of Bethel when requested to do so. Government agencies that have User Agreements on file with the City and Port of Bethel will pay for dockage and other services as outlined in those agreements.

H. LINE HANDLING:

All labor must be contracted through shipping agents, stevedoring agencies or vessel agents, owners or agents.

I. PROSPECTIVE PERMIT HOLDERS: Prospective permit holders will be required to provide a listing of vehicles and equipment to be used under the auspices of the issued permit at the time of application. A new vehicle and equipment listing will be required each year during the application process.

J. FEES AND CHARGES:

1. Application of Man Hour Rates on Handling: When the services of handling freight/cargo are required, the Port of Bethel reserves the right to apply applicable man-hour rates of \$125.00 per person per hour.

2. Stevedoring Permits:

(a) Full Service Permit: This permit enables the holder to unload and/or load common carriers or contract vessels and allows local carriers to deliver or remove freight/cargo from designated areas under the jurisdiction of the Port of Bethel.

(b) Specialty Permit: This permit allows the holder to engage in loading and unloading of ships or barges. It also allows the holder to provide a specialty service. Holders of this permit will be subject to depart the City Dock during the period that mainline common carrier vessels have berthing reservations.

(c) Independent Permit: An Independent Permit allows only the loading and unloading of fish products to vessels no less than 150 feet LOA.

(d) Rate:

Permit	2017	2018	2019	2020	2021
Full Service Permit	\$630	\$660	\$690	\$730	\$760
Specialty Permit	\$475	\$500	\$525	\$550	\$575
Independent Permit	\$315	\$330	\$350	\$365	\$385

3. Decals: Windshield decals will be issued by the Port of Bethel to permit holders so that vehicles entering and leaving Port facilities are readily identifiable as belonging to valid permit holders. Decals will be displayed on the lower right hand

side (passenger side of vehicle) of the windshield. Decals for 1-3 vehicles are free; 4-10 vehicles \$40.00 each vehicle; 10-20 vehicles \$50.00 for each vehicle.

4. Prospective Permit Holders: Prospective Permit Holders will be required to provide a listing of vehicles and equipment to be used under the auspices of the issued permit at the time of application. A new vehicle and equipment listing will be required each year during the application process.
5. Fresh Water for Vessels: Water deliveries shall be arranged for through the Port Office. Fresh water will be furnished to vessels as follows:

Volume	Rate <sup>^</sup>
Hook-Up Fee <sup>**</sup>	\$145.00
Rate per Gallon	\$0.17
After Hours call-out Charge	\$100.00

<sup>\*\*</sup> Monday – Friday 8 am to 5 pm

<sup>^</sup> Rates are subject to change

6. Gray Water Service for Vessels: Arrangements for gray water services for vessels shall be arranged for through the Port Office. Gray water will be removed from vessels as follows:

Volume	Rate <sup>^</sup>
Hook-Up Fee <sup>**</sup>	\$145.00
Rate per Gallon	\$0.17
After Hours call-out Charge	\$100.00

<sup>\*\*</sup> Monday – Friday 8 am to 5 pm

<sup>^</sup> Rates are subject to change

7. Refuse Removal and Disposal: The following charges will be made when a ship places refuse in a Port-supplied box or dumpster:

4-Yard Dumpster: \$140.00

8-Yard Dumpster \$250.00

A request to dump a dumpster must be made no later than 10 am Monday through Saturday. There is no service on Sundays.

**NOTE 1:** No wood, pallets, metal, heavy plastics such as crab line, or poly totes, fish waste, chemicals, or food additives, or hazardous materials are allowed in dumpsters. If a vessel requires any of these prohibitive materials to be hauled to the Landfill by the Port of Bethel, the following charges shall apply:

a. Pallets or wood (per dump truck load): \$650.00

b. Other waste or scrap (per dump truck load): Landfill charges plus a \$350.00 administrative fee

**NOTE 2:** placing prohibited material in a dumpster and/or failure to sort refuse required by Landfill will result in a penalty equal to any fees incurred by the Port plus a 30% Administrative charge, or equal to any time and material plus a 30% Administrative Charge, whichever is greater.

8. Used Oil Disposal: The Port of Bethel and its facilities may accept used oil. Used oil is defined as engine oil that is unmixed with any other product. When prior arrangements are made with the Port Director, or the Harbormaster, the Port of Bethel can provide drums and hauling services at a cost of \$15.00 per gallon plus the cost of the containers, or any other expenses that may arise in disposing of used oil. Payment for this service will be made directly to the Port of Bethel.
9. Solid & Liquid Waste Materials: No solid or liquid waste products shall be disposed of on, or at, Port of Bethel facilities without prior authorization of the Port Director, or Harbormaster. Solid and liquid waste will only be accepted if placed in non-flammable and leak-proof containers. The fee for providing these services shall be the basic rate for Port of Bethel labor of \$125.00 per man-hour per person plus any additional costs that may be incurred with this operation. Only non-hazardous material will be accepted.

## **BERTHING**

**201**

### **A. PERMISSION REQUIRED:**

1. The Port of Bethel must be notified twenty-four (24) hours in advance of any intent to dock/undock vessels at any of its Facilities.
2. Prior to any transient vessel mooring, anchoring, or berthing within the Port of Bethel, they shall first receive approval for a berth assignment from the Port Director. Written berthing applications must be submitted for all vessels. Vessels arriving at the Port of Bethel without prior notification will be granted dockside access only after all scheduled traffic has completed operations or an open berth is available and sufficient time exists for operations to be completed prior to the arrival of the next scheduled vessel.
3. All berthing assignments approved by the Port Director shall be granted as outlined below, however, emergency berthing may be granted at any time at the discretion of the Port Director.

#### **(a) Berth Priority – Cargo Dock**

All vessels desiring to berth at the Port of Bethel shall be afforded space in the following order of priority

1 <sup>st</sup> Priority	Common Carriers over 200 feet
2 <sup>nd</sup> Priority	Other Carriers and Vessels

4. **ALL BERTHING, BERTH PRIORITY OR ORDER OF PRIORITY SHALL BE SOLELY AT THE DISCRETION OF THE PORT DIRECTOR OR HIS DESIGNEE.**
5. All docking permit holders must sign and file with the Harbormaster's office a Dock Use Agreement stipulating compliance with harbor rules. Users who cannot provide proof of insurance coverage are subject to additional fees and may be denied use of the Port.
6. All berthing and docking permits assigned shall apply to a specific vessel at a specific location (or area) for a specific period of time, and are non-transferable, non-refundable, conditional permits, revocable without notice or claim, except as otherwise provided in these tariff regulations.

**B. GENERAL BERTHING RULES:**

1. All vessels, or their owners/agents, desiring to berth at the Port shall file a Vessel Berthing Application in advance with the Port Director. All applications must be approved by the Port Director before any vessel will be scheduled for docking or before loading or discharging of any cargo.
2. Common carriers may provide a list of vessels with the required Port information in lieu of a separate vessel application for each vessel. This list should be on file with the Port by the arrival of the first barge of the season and updated as necessary and before the carriers vessel arrive at the Port for service.
3. Prior to each docking all vessels or it's owners or agents must verbally schedule with the Port Director the ETA/ETD of the vessel and specify the nature and quantity of the cargo to be handled, AND the start time for the crew to begin the discharge and/or loading operations. After approval of the scheduling the Port will provide necessary docking instructions.
4. Vessels requesting to dock for vessel repairs must be approved by the Port Director only, prior to docking.
5. Vessels that cause delay or disrupt Port Operations may be held financially responsible for the cost of the delay for the dock customer who was delayed and to the Port for revenue lost due to failure to comply with Tariff rules.
6. Vessels intending to berth/moor, or depart Port of Bethel facilities shall use sufficient tugs to dock/undock the vessel/barge in a safe manner.
7. Safe working speed will be maintained given prevalent conditions. Berthing speeds shall not exceed 16-feet per minute.
8. Line handlers shall be used.
9. In all cases, prudent seamanship and current rules of the road apply.
10. Any **Vessel or Boat improperly docked** will be charged a fee of Two Hundred (\$200) Dollars per occurrence.
11. The Port of Bethel does not perform the services of line handling.
12. All vessels who have lines tied or attached to any part of the Port Facilities will conduct regular line checks and make adjustments according to the tides. The Port of Bethel will in no way assume responsibility for or be liable for damage caused by improper line attachments or improper and/or unauthorized docking.
13. Vessels that have been approved to dock in un-authorized areas will do so for the amount of time permitted by the Port Director which will not exceed thirty (30) minutes under any circumstances. During the time vessel is docked in a special area it must have a trained crew member on board that is alert and capable of moving the vessel in an emergency or on short notice and who will conduct regular line checks and adjustments.
14. Vessels at berth engaged in loading or discharging may be required to work overtime at the discretion of the Port Director.
15. Vessels vacating berth due to equipment problems will be charged the normal dockage fee and any standby time accumulated.
16. Vessels tied to the outside of Vessels already tied to any part of the dock facilities (rafting) – will adhere to the same Tariff Rules and Regulations as any vessel tied

to the dock. No vessel, owner, agent, etc. has the right to refuse outside berthing if it has been authorized by the Port Director.

17. All vessels using the Cargo Terminal Dock will be required to keep aboard a crew of sufficient size to move the vessel at the request of the Port Director or his/her designee.
18. Tying to piling, sheet-pile, rip-rap, and bull rails is prohibited. All vessels using the cargo dock will use the bits, cleats, and/or bollards.

**C. BERTHING RESERVATION:**

A Terminal Operator Permittee may secure reserved dock space under the following conditions:

1. Reservations shall be made by facsimile, telephone, email HF 4125, the Automated Information System (AIS) when available, or marine VHF (Channels 10 or 16).
2. All vessels, their owners or agents, desiring a berth at the docks shall, within a minimum of **twenty-four (24) hours** prior to anticipated vessel arrival, make advance application for berthing, specifying the date of docking, sailing, and the nature and quantity of cargo to be handled. Applications will be processed on a first-come first served basis.
3. The Port Director will determine availability of berth, services, etc. Should berthing schedule conflicts be found between berthing applicants, the Port Director shall mediate a resolution which will attempt to minimize negative impacts on both (or all) parties.
4. Unless prior credit has been established, full dockage fees will be paid to the Port at the time of application for berthing reservations. Prepaid dockage fees will be **non-refundable** unless a written cancellation is received by the Port a minimum of **twelve (12) hours** prior to scheduled vessel arrival.
5. When space is available, vessels with approved reservations may have a twenty-four (24) hour grace window on either side of scheduled call/stay provided no other reservations have been received.
6. Vessels that dock at berths without prior berthing application approvals do not have berthing privileges or priority and shall complete a berthing application immediately after docking.
7. Failure to notify the Port of Bethel of arrivals, departures and cancellation of a confirmed schedule or reservation less than twenty-four (24) hours in advance may result in a fine of two-hundred fifty (\$250) dollars plus applicable sales taxes.

**D. CONDITIONS OF BERTHING**

All applications for vessel berthing shall be made in the form specified by the Port Director and may require the timely filing of the financial responsibility information called for by a Supplement to Vessel Berthing Application, completed in accordance with, and otherwise governed by, the terms and conditions set forth below:

1. Unless waived pursuant to paragraph B below, the terms of payment for all applicable terminal or dockage charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port Director six (6) days prior to the

vessel's scheduled arrival, or at such time as may be authorized or directed by the Port Director, but in all cases in advance of actual services rendered.

When a cash deposit has been posted, any excess thereof after satisfaction of all applicable port charges shall be promptly refunded by the Port of Bethel to the party posting same.

2. The Port Director may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port Director, and:
  - (a) The party responsible has established credit worthiness acceptable to the Port Director; or
  - (b) Adequate security, acceptable to the Port Director, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
  - (c) The agent requesting the berth, or another entity, in each case applicable to the Port Director as credit worthy, has personally accepted financial responsibility for the applicable charges.
3. The vessel agent or other person requesting a berth ("berthing agent") shall provide, as a part of the berthing process and to the extent of his knowledge, all information called for by any Supplement to Vessel Berthing Application respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded or discharged.
4. The vessel agent or other person requesting a berth shall provide an estimate of the amount of each category of port charges, as enumerated, and the party responsible therefore. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's information supplied, based upon and to the extent of information made available to the berthing agent. Such agent shall be held personally liable to the City of Bethel as a result of the agent's failure to accurately report the above information.

Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information the agent reasonably believes is not equally known to the Port Director, he shall immediately notify the Port Director and if requested by the Port Director, promptly file an amended Supplement to Vessel Berthing Application with the Harbormaster.

All estimates of terminal and dockage charges are subject to approval and/or adjustment by the Port Director.

5. The Port Director shall, promptly after receipt of this form, advise the berthing agent as to (i) its approval or adjusted estimate of terminal charges and (ii) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.

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6. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, request for berth reservation and assignment of berths shall otherwise be in accordance with all local rules and regulations established by the City of Bethel.
7. The City of Bethel retains the right in its sole discretion to determine whether a responsible party or agent is credit worthy and waive the cash-in-advance requirement. The City may establish guidelines for determining whether a responsible party or an agent is credit worthy. Compliance with these guidelines does not create a right to waiver of the cash-in-advance requirement.
8. For safety or other reasons, the City of Bethel in some circumstances may grant a vessel a temporary berth before the owner or agent has paid all applicable charges or otherwise complied with all applicable Tariff provisions of conditions of berthing.

In such circumstances, the vessel may unload its cargo only if (i) the Harbormaster determines that a regular berth is available, and (ii) the owner pays all applicable charges and complies with all other applicable Tariff provisions and conditions of berthing. If no regular berth is available, or the vessel owner or agent does not pay all applicable charges and comply with other applicable provisions, the vessel may not unload its cargo and shall sail on the next tide. The vessel shall be assessed appropriate fees as set forth in this Tariff.

### E. TUG REQUIREMENT:

Vessels berthing or departing docks subject to the Tariff must use sufficient tugs so vessel can be berthed or removed in a safe manner. Vessels intending to berth/moor, or depart Port of Bethel facilities shall use sufficient tugs to dock/undock the vessel/barge in a safe manner.

### F. SPEED LIMITATIONS:

1. Berthing speed shall not exceed the maximum speed allowable for the tonnage or displacement of the vessel by the design of the facility.
2. Safe working speed will be maintained given prevalent conditions.
3. All craft shall operate at a reduced speed within one quarter mile of the docks outside of the Harbor.
4. It shall be unlawful for any vessel to travel at a speed within any waterway causing a wake, wash or wave action which will damage, endanger or cause undue distress to any other boat or occupant thereof, regardless of established speed limits.

### G. SECURING VESSELS:

1. All vessels berthing in the Port of Bethel shall be moored, anchored and secured in a safe manner according to generally accepted practices of seamanship. All vessels lying at a wharf, pier, causeway, revetment, dock, floats, other improvements or alongside another vessel shall be secured with head and stern lines to mooring bitts, bollards or cleats. **Any securing of lines to scupper holes, tires, chains or ladders is not permitted.** All methods of securing a vessel and all rigging of a vessel in the Port of Bethel shall be subject to inspection and

approval by the Port Director at any time. Orders of the Port Director to change or improve vessel security or rigging shall be executed by the permittee immediately. Each vessel owner or operator is responsible for checking and re-securing all lines, anchors, and rigging in use by his or her vessel during all weather conditions.

2. The Port Director may require vessels to raft on the floats and sheet pile docks during periods of heavy traffic and/or bad weather. If so ordered, all vessels shall comply immediately.
3. All vessels moored in the Port of Bethel shall always and continuously, **without fail**, maintain on board the vessel such crew members as are necessary to care for the vessel and to move the vessel immediately on emergency order of the Port Director. Skiffs and other small craft in the Small Boat Harbor may be exempt from this requirement if the Port Director approves of an alternative method of ensuring that a vessel can be contacted and the vessel relocated without delay in the event of an emergency.

Failure to comply with these regulations may result in the imposition of the fines set forth in this tariff against the person violating this provision, the owner and operator of the improperly secured vessel, and the improperly secured vessel, all of whom shall be jointly and severally responsible for payment of all fines assessed. In addition to the fine assessed, the vessel, vessel owner, and vessel operator may be denied use of Port facilities.

#### H. PREFERENTIAL BERTHING:

The Port Director shall review and consider for preferential berthing, for specific dates and times, all written requests received by the Port of Bethel based on the date received. Preferential berthing permits shall be based on a 24-hour period constituting one day.

1. If two or more applicants apply for preferential berthing for the same time and location, the Port Director shall convene an informal telephonic or personal conference with representatives of all conflicting application, and shall attempt to obtain a good faith accommodation that minimizes costs or damages to all of the conflicting applicants. If the Port Director is unsuccessful in obtaining a consensus accommodation among conflicting applicants, then the Port Director shall arrange and execute a fair and impartial drawing of lots to determine which conflicting applicant shall receive the preferential berthing reservation.
2. No holdover rights are derived from the award of preferential berthing. A vessel delayed in arrival to its reserved, preferential berthing, or a vessel choosing to hold over beyond the term of its preferential berthing, shall be accommodated only during the period of its original preferential berthing reservation, and shall be treated as any other application on a first-in-time basis for any holdover berthing time.

#### I. REASSIGNMENT/RETURN TO BERTH

Whenever the revocation of a berthing assignment is not caused by culpable acts or omissions of any person associated with the permittee of the berthed vessel, the Port Director shall make all reasonable effort to assign another berth to the vessel if a satisfactory alternative is available. Whenever the revocation of a berthing assignment is not caused by culpable acts or omissions of any person associated with the permittee

of the berthed vessel, the Port Director shall make all reasonable effort to return the vessel to the original berth as soon as possible, provided however that no decision to return the vessel to its original berth shall result in interference with other berthing reservations existing at the time of the revocation.

J. ALTERATION OR REVOCATION OF BERTHING ASSIGNMENTS:

1. The Port Director may, in his or her sole discretion, alter or revoke any and all berthing assignments whenever he or she determines that such an alteration or revocation is necessary to prevent illegal activities, to prevent damage to the Port of Bethel, to avoid undue delay in port operations, to avoid unsafe congestion in the port, to avoid grossly excessive operational costs to the Port of Bethel or to other users of the Port of Bethel, to prevent further accumulation of charges on an already outstanding account, to facilitate access and efficiency in the Port, or to accommodate emergencies, the public health, safety and welfare.
2. Any and all orders from the Port Director demanding the alteration, revocation or reassignment of berthing arrangements for a vessel shall be delivered to the vessel orally or in writing, or to the permittee if the vessel is not in the Port of Bethel. The vessel shall comply fully with the Order no later than four (4) hours after the time of receipt of the Order, provided however that the Port Director can require compliance within a shorter time if an emergency so requires.

K. VESSELS REQUIRED TO VACATE BERTHS:

Vessels may occupy a berth, subject to charges named in Item L, providing such vessel shall vacate the berth upon demand by the Port Director or his authorized representative. The Port of Bethel reserves the right to order a vessel to shift its position at a wharf, to change berths or to vacate a berth, when not actually engaged in loading or discharging freight/cargo or when occupying a berth beyond the time scheduled by the Port Director. Vessels refusing to vacate berth on demand may be moved by tug or otherwise, and any expenses or damages to vessel, other vessels or wharf structures during such removal shall be charged to the vessel so moved.

Unauthorized anchoring in open areas in or adjacent to the Bethel Port and Harbor is prohibited.

L. CHARGES:

**Vessels that berth are subject to charges** as outlined in this Tariff. When a vessel is shifted directly from one wharf (berth) to another wharf (berth) owned by the Port of Bethel, the total time at such berths will be considered together in computing the dockage charge.

**DOCKAGE**

**202**

Dockage is the charge assessed to a vessel for docking at a wharf, dock, pier or other facility, or for mooring to a vessel so docked.

A. DOCKAGE PERIOD: HOW CALCULATED:

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Dockage shall commence when: (a) a vessel's first line is made fast to a wharf, pier or other facility or (b) when a vessel is moored to another vessel so berthed or (c) when a vessel comes within or moors within a slip and shall continue until such vessel is completely freed from and has vacated the berth or slip. No deductions will be made for Sundays or holidays.

### 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 or Beaches, during June 1<sup>st</sup> and October 31<sup>st</sup> of each year, the vessel will be charged a daily dockage rate.

### C. BASIS FOR COMPUTING CHARGES:

Dockage charges will be assessed on the length-over-all of the vessel. Length-over-all shall be construed to mean the linear distance, expressed in feet, from the most forward point of the stem of the vessel to the aftermost part of the stern of the vessel, measured parallel to the baseline of the vessel.

For dockage billing purposes, length-over-all of the vessel as published in "Lloyd's Register of Shipping" or "NOAA Vessel Documentation Center" will be used. If no such figure appears in "Lloyd's Register" the Port reserves the right to: (1) obtain the length-over-all from the vessel's register, or (2) measure the vessel.

In calculating dockage, billing rates are for twenty-four (24) hour periods with a minimum of twelve (12) hour per charged LOA. For billing purposes, partial periods will be rounded up to the next half period.

### D. VESSEL DOCKED TO REPAIR, SHORE, OUTFIT OR FUMIGATE:

Full dockage will be charged if and when a vessel is permitted to make repairs or alterations, shore for special freight, outfit, store or fumigate while docked anywhere **unless** the vessel is parked in one of the two (2) designated parking areas **and** has filed a storage agreement with the Port Director prior to placing the vessel in one of the designated parking areas.

### E. TUG BOATS:

A single vessel, when actively engaged as a tug boat, assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage. A tug boat leaving its tendered vessel for any purpose shall waive its right to free dockage for the period of berthing left its tendered vessel until it secures back to its tendered vessel.

### F. DOCK ASSIGNMENTS:

The Port Director has sole authority to determine how a vessel must use the Port of Bethel (e.g., the exact location for berthing), to reserve the vessel's arrival and

departure time and to maintain a written schedule of such reservations prepared from the Vessel Docking Request forms.

**G. DOCKAGE RATES:**

1. A vessel permitted to anchor in any Port of Bethel anchorage away from the shoreline, that is being loaded or unloaded by lighters, shall pay dockage at the daily rate assessed upon the size of that anchored vessel, commencing when the first lighter of the operation first places the first line upon any Port of Bethel facility and continuing until the last lighter is free from any Port of Bethel facility. Lightering vessels will not be charged dockage during this transfer of cargo
2. A vessel permitted to beach or run aground in the tidelands or at the mean high tide line away from any Port of Bethel dock or landing shall pay dockage at the daily rate assessed upon the size of that vessel or, the port may determine that any vessel beached or grounded more than thirty (30) days in succession can be rescheduled as an idle vessel for purposes of dockage charges. Beached or grounded vessels will not be permitted to remain throughout the winter at the high tide line anywhere within the Port of Bethel.
3. Daily dockage rates will be assessed as follows except as otherwise provided:

<b>Overall Length of Vessel (Ft)</b>		<b>Charge per 24 hour</b>		
<b>Over</b>	<b>But Not Over</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
0	100	\$170.44	\$178.96	\$187.91
101	125	\$201.62	\$211.70	\$222.29
126	150	\$232.82	\$244.46	\$256.68
151	175	\$294.08	\$308.79	\$324.23
176	200	\$328.62	\$345.05	\$362.30
201	225	\$365.38	\$383.65	\$402.83
226	250	\$399.90	\$419.90	\$440.90
251	275	\$435.55	\$457.33	\$480.20
276	300	\$471.20	\$494.76	\$519.50
301	325	\$506.85	\$532.19	\$558.80
326	350	\$545.83	\$573.12	\$601.78
351	375	\$640.52	\$672.55	\$706.18

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376	400	\$679.51	\$713.49	\$749.16
401	425	\$719.61	\$755.59	\$793.37
426	450	\$759.71	\$797.70	\$837.59
451	475	\$796.47	\$836.29	\$878.10
476	500	\$838.80	\$880.74	\$924.78
501	525	\$880.02	\$924.02	\$970.22
526	550	\$922.35	\$968.47	\$1,016.89
551	575	\$963.56	\$1,011.74	\$1,062.33
576	600	\$1,005.89	\$1,056.18	\$1,108.99
601	625	\$1,089.44	\$1,143.91	\$1,201.11
626	650	\$1,297.75	\$1,362.64	\$1,430.77
651	675	\$1,507.17	\$1,582.53	\$1,661.66
676	700	\$1,715.48	\$1,801.25	\$1,891.31
701	725	\$1,924.89	\$2,021.13	\$2,122.19
726	750	\$2,133.20	\$2,239.86	\$2,351.85
751	775	\$2,342.62	\$2,459.75	\$2,582.74
776	800	\$2,545.58	\$2,672.86	\$2,806.50

801 and over            \$2400 plus \$5.00 for each LOA in excess of 800 feet

**H. MONTHLY DOCKAGE RATES:**

Vessels employed solely in the business of providing tug service to vessels calling at the Port may make application to the port director for monthly dockage rates.

Vessels accorded the monthly rate shall not be deemed to have been given any preferential berthing right and shall vacate any particular berth when ordered to do so by the port director.

The monthly agreement may be revoked by the port director and terminated by the operator upon five (5) days written notice.

The monthly dockage rate shall be assessed at one-half (1/2) the full dockage charges per 24-hour period as set forth in this item.

**DUNNAGE**

**203**

**DEFINITION:**

The specified items approved by the Bethel Port Commission for which no wharfage charge will be assessed on outbound containers carrying the specific dunnage items, for which wharfage was assessed on the inbound movement. The qualifying dunnage materials that are used strictly for the purpose of securing and protecting cargo are listed below:

- Bags, bulk containers – empty
- Bales of cardboard
- Bins, necessary for the transportation of groceries, foodstuffs and/or store merchandise – empty
- Boxes, fiberboard, paper or pulp board – used and collapsed
- Cans, aluminum – used and empty
- Containers, bulk liquid, used for transporting chemicals or paint in bulk capacity not to exceed 500 gallons each – used and empty
- Dunnage, rubber, inflatable
- Dunnage, wooden
- Load locks
- Material, not a part of the pallet, platform, skid or shipping container, used to protect top of lading or to secure the load to the pallet, platform or shipping container
- Pallets
- Pallets, Platforms or Skids, with or without standing or collapsible sides or ends, with or without top, and includes plastic or rubber liners used in conjunction therewith
- Platforms, Partitions or Dividers
- Skids

**NOTE:** The return provisions of dunnage will apply only when the returned articles have been assessed wharfage on inbound movement.

**SEAWALL MOORING**

**204**

Moored vessels may not extend out from the Seawall more than one hundred (100') feet maximum. Outboard vessels shall not be longer than the inboard vessel to which they are moored. Moorage of more than two (2) vessels wide is not allowed. Vessels will not be allowed to moor outboard of each other in Brown's Slough. The daily dockage rate will apply for any vessel in excess of 100 ft or two vessels wide.

Vessels that are moored outboard of the first vessel and have a load will be charged a daily dockage rate and the rate for a seawall mooring permit shall not apply. Daily

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dockage rates will be applied to vessels not in their designated berth as stated in their Seawall mooring permit.

Mooring assignments are made to a particular combination of vessel and owner/operator, are not assignable by the owner/operator, and automatically expire upon the sale or transfer of the vessel to another owner/operator. A mooring assignment is not a lease or an exclusive right. A reserved berth is personal to the individual named as the owner/operator on the moorage agreement. The stall is reserved only with respect to the vessel indicated on the moorage agreement. If the vessel is not in the reserved stall, the Port Director may, at his sole discretion, assign a transient vessel to the reserved stall. Neither the owner nor operator is entitled to payment for or reimbursement from the use of the reserved stall by the transient vessel.

No person may sell, transfer or assign a moorage agreement for the use or control of the assigned stall to any other person or entity, or otherwise charge another person for the use of a stall. The City has the sole control of the assignment, transfer and use of the individual stalls. In the event of a sale, lease, transfer or assignment of a moorage agreement prohibited by this section, the Port Director shall revoke the moorage agreement after providing ten (10) days written notice to the original holder of the moorage agreement.

During the winter season, vessels moored in Brown's Slough will be charged ten (10¢) cents per square foot per month. All winter storage must be prearranged with the Port Director for all Port facilities. **Vessels will not be allowed to moor outboard of each other in Brown's Slough at any time.**

No Bed & Breakfast, lodging business, coffee shops or sandwich shops, cafes or similar types of businesses are allowed on boats in the harbor due to the potential of increased congestion and/or liabilities to the City and the impact on services capability in the harbor.

A berth user who no longer has possession, control or custody of the vessel or loses the vessel to fire, sinking or other casualty may continue to pay moorage fees with respect to the stall and retain reserved use for a period of not more than one year from the date of sale, transfer or loss of possession of the vessel so long as he has replaced the vessel with another vessel of approximate size for the stall assigned within such seasonal period and paid the twenty-five (\$25) dollar administrative fee for changing the boat assigned to this reserved stall. Otherwise the moorage agreement expires. Failure of the owner or operator to give notice in writing to the Port Director of the sale, assignment, transfer or loss of use, control and/or possession of a vessel occupying a reserved moorage space within fifteen (15) days of the loss or transfer is grounds for immediate termination of the moorage agreement.

A vessel assigned a permanent reserved stall assignment should notify the Port Director when departing for more than five (5) days. If away from Bethel for more than five (5) days, a reserved stall vessel should notify the Port Director of its intended arrival

date and time back into the Bethel Harbor at least 24 hours prior to reentry in to the Harbor.

All vessels should notify the Port Director's office prior to arrival. Those vessels who have received assigned stalls should notify the Port Director's office 24 hours prior to expected arrival to allow the Port Director to free the stall. If, despite reasonable efforts, the Port Director is unable to clear an assigned stall due to congestion, high winds, or safety considerations, a vessel with an assigned stall may be required to temporarily use a transient moorage space as directed by the Port Director.

A. Vessel Registration.

As a condition precedent to securing mooring space, each applicant shall agree, in writing, to the terms and conditions of the moorage agreement provided by the Port Director and provide the information requested in the moorage agreement registration by completing the moorage agreement and paying the required fees. This must be accomplished immediately but not later than two (2) hours after the vessel enters and moors in the Harbor or before using and Port and Harbor Facilities. Providing false or misleading information on the moorage agreement is grounds for immediate termination of services. If a vessel does not complete a mooring agreement, the Port Director shall complete one for the vessel using as much information as is available and shall submit the agreement for billing. The burden of disproving the accuracy of the agreement is on the vessel owner who failed to submit an agreement as initially required.

B. Annual Moorage Fee:

During the summer season, a vessel assigned a Seawall mooring permit will be charged a one-time annual fee of twenty six US dollars (\$26.00) per lineal foot. Vessels moored alongside the Seawall, or the east side of the City Dock within Brown's Slough, will be charged \$26.00 per lineal foot of designated wall space.

All reserved stalls are on an annual basis beginning October 1 and ending September 30 of the following year. Prepayment of a full year's moorage is due on or before October 1<sup>st</sup> of each year.

C. Calculation of Moorage Rates:

Mooring charges shall commence when a vessel is made fast to a wharf, pier, harbor or other facility, or when a vessel is moored to another vessel so berthed (rafting). Charges shall continue until such vessel is completely free from and has vacated the Port and harbor facilities.

Moorage charges shall be calculated on the length of the vessel, or in the case of a reserved stall, the length of the stall assigned, whichever is greater.

Length shall be construed to mean the distance expressed in feet from the most forward point at the stem to the aftermost part of the stern of the vessel,

measured parallel to the base line of the vessel. The length shall include all hull attachments such as bowsprits, dinghies, davits, etc.

## STORAGE/DEMURRAGE

205

### A. PERMISSION REQUIRED

1. The Port of Bethel has designated certain lands and facilities for the storage of cargo.
2. No cargo, vessel, equipment or other property shall be deposited or stored at any location within the Port of Bethel without consent of the Port Director, or acquisition of a specified location. No structure or improvement may be placed on the premises of the Port of Bethel without the prior written consent of the Port Director. No hazardous substances or explosive material components may be stored at any location on Port of Bethel property without the prior written consent of the Port Director. The Port Director has complete discretion to refuse any request for storage of hazardous or explosive materials.
3. The Port Director will designate the location of open storage for cargo on a daily, weekly, monthly, or annual basis. Users of the open storage areas for any duration of time are required to sign a Storage Use Permit (SUP) from the Port of Bethel **before** placing cargo in open storage. The recipient of a SUP shall comply with the rules and responsibilities outlined in the SUP. Cargo placed in the open storage area without a SUP may be removed from the Port of Bethel at the expense of the person who placed the cargo. Owners, agents or operators who violate this section may be issued a fine as set forth in this tariff. In addition to the fine assessed, persons placing cargo in open storage without the necessary SUP may be denied use of Port Facilities.
4. All storage **must be approved in writing and in advance** by the Port Director. Permittees will be responsible for all aspects associated with the movement of cargo and or vessels to and from storage and for ensuring the stability of the cargo/vessel when dry-docked. The Port of Bethel accepts no responsibility for the placement and/or movement of the cargo/vessel. Cargo/Vessels not properly stored, or that shift from inadequate storage methods, must promptly be repositioned and stabilized by the owner. Cargo/Vessels remaining in an unsafe stored condition will be repositioned by a private contractor hired by the Port of Bethel, with all costs chargeable to the owner. In addition, violators of this section will be subject to the fines set forth in this tariff.
5. Persons storing vessels on Port of Bethel property shall use commercial grade boat stands for all vessel types except flat bottom vessels or skiffs less than 20 feet. Twin screw engine vessels are to have boat stands under the bow for storage purposes.
6. **All persons are prohibited from using vessels, containers and/or structures, or vehicles on Port of Bethel property as residential units. This includes vessels in storage on port property – no live-aboards on hard ground. Violations of this provision shall be subject to fines as set forth in this tariff. Repeat violations of this provision may cause the termination of storage and removal of all user's containers, cargo or equipment at user's expense.**

**B. DEMURRAGE:**

The term “demurrage” as used in this tariff shall mean the charge assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless **advance** arrangements have been made for storage and the items have been placed in a designated storage area.

**C. FREE TIME:**

**1. COMPUTING FREE TIME:**

Free time starts the first 12:00 am after cargo is received or unloaded onto wharf from car or truck, or, in the case of cargo received from vessel, the first 12:00 am after completion of the vessel’s discharge. On outbound traffic, the day or days vessel is loading are not included in the computation. On inbound traffic from vessel, delivery of which is made after the allotted free time period, the day freight is loaded out or delivered to truck or car is to be included in the computation as a storage day.

When freight is transshipped between deep sea vessels and involves application of both a long and short time period, the longer period shall be allowed, but not the aggregate of any two free time periods.

**2. FREE TIME FOR CARGO AND MOORAGE:**

Cargo- The initial period during which cargo may occupy space assigned to it on Port of Bethel property, free of wharf demurrage, or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo on, or off, the vessel.

Cargo/freight, or equipment, in working areas, or that otherwise interferes with activities at the Port of Bethel, may be moved by Port personnel. In such cases, labor and equipment charges may be assessed.

Free time of fifteen (15) days is allowed for local cargo and thirty (30) days is allowed for through-rated cargo.

Moorage Free Time - Durations of one (1) hour, or less, during which a vessel may occupy space assigned to it at a Port of Bethel facility free of moorage charges. Example of moorage free time would be a short stop for a medical emergency, or to pick up/drop off personnel.

**D. LAY-DOWN AREAS:**

All cargo is expected to vacate city docks and piers as soon upon arrival as possible. Cargo is not to be stored on City piers awaiting pick up by vessels unless prior arrangements are made with the Port Director. The Port Director has the discretion to refuse all cargo activities and/or laydown, either in-bound or out-bound. Cargo that is allowed to wait for “beyond” transportation shall adhere to the following rules:

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1. The Port Director shall designate a laydown area for cargo;
2. The cargo may not be placed on city docks or terminal facilities except in the designated laydown area;
3. Cargo and freight not placed in the designated laydown area must be immediately removed from a city dock or terminal facility upon order of the Port Director;
4. A vessel, shipper or consignee who refuses to move cargo on demand will be assessed wharf demurrage at five times its applicable rate, starting at the time the vessel, shipper or consignee is notified to move the cargo;
5. In addition, the Port Director may, in his sole discretion, move the cargo or freight and any expense or damage, including damage to cargo or freight during such movement, shall be charged to the vessel, shipper or consignee except damages caused by the City's own negligence.

### E. VESSEL OVERHAUL:

When work is performed on tugboats, barges, or other types of maritime craft while they are in temporary storage in an approved storage location, the area where the work is being performed must be cleaned up at the end of each working day. Failure to clean up after the work is performed could result in the owner/operator being assessed a clean-up fee plus being denied future temporary storage privileges. Tarpaulins, or some form of heavy-duty material must be placed under the section of the hull being scraped, or worked on, so as to preclude all of the residue being left on the land where the craft is located. Owner/operators shall be responsible for disposal of any debris, or residue, and for restoring the ground base to original condition when work is completed.

### F. CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR DAILY OR MONTHLY STORAGE:

When space is available and written arrangements are entered into prior to arrival of freight/cargo at the Terminal, storage may be permitted on in-transit freight/cargo interchanged with, or between, cargo carriers at rates set forth herein.

### G. CALCULATIONS:

Equipment/Freight/cargo received for storage will be billed on a semi-monthly (twice per month) rate during the summer season (June 1 through October 31), and on a monthly (once monthly) rate during the winter season (November 1 through May 31). If storage for winter season (November 1 to May 31) is paid in full at the start of the winter season the customer will receive a five (5%) percent discount. If equipment/freight/cargo is pre-paid there will be no refunds if removed before May 31<sup>st</sup> (end of winter season).

### H. STORAGE RATES – OPEN AREAS: (Rate per square foot)

<b>Commodity</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>

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Equipment*	\$0.32	\$0.34	\$0.36	\$0.38
All Other Freight/Cargo	\$0.32	\$0.34	\$0.36	\$0.38
Gravel, Sand, Rock (All types and sizes)	\$0.32	\$0.34	\$0.36	\$0.38
Hazardous Materials	\$0.53	\$0.53	\$0.59	\$0.62
Logs (any size)	\$0.32	\$0.34	\$0.36	\$0.38
Vessels	\$0.32	\$0.34	\$0.36	\$0.38

\* Equipment includes, but is not limited to, all types of rolling stock, flats with and without freight/cargo, chassis, empty and loaded containers, private/personal owned vehicles awaiting pickup or outbound transit.

Van security and contents are the responsibility of the carrier or consignee while stored anywhere on Port premises.

Winter Rate (November 1 – May 31) is incurred and billed monthly.

Summer Rate (June 1 – October 31) is incurred and billed every two (2) weeks)

**I. MAXIMUM STORAGE TIMES:**

The maximum storage period for hazardous materials (HAZMAT) on Port Facilities is ten (10) calendar days. The maximum storage time for all other items is nine (9) months. Failure to remove items after the expiration of the maximum time will result in a doubling of the storage rates. Items stored beyond the maximum time, may be seized, removed and disposed of by the City of Bethel.

**J. TERMINATION OF STORAGE:**

The Port of Bethel reserves the right to terminate storage of any and all cargo or equipment at any time following reasonable notice to the terminal storage permittee. If cargo is not removed from the Port of Bethel following reasonable notice, the Port Director may cause the cargo to be removed or otherwise disposed at the expense of the terminal storage user.

**WHARFAGE**

**206**

Wharfage is the charge assessed against any freight, cargo, or goods placed in transit shed or on a wharf, or passing through, over or under, a wharf or Municipal Terminal; or transferred between vessels, or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other services.

**A. APPLICATION:**

Wharfage rates named in this tariff will be charged for all freight/cargo (excluding ship's gear and overstow) received over any property belonging

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to the Port of Bethel and will be in addition to all other charges made under this provisions of this tariff; EXCEPT:

No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. Fuel handled over wharf will not be considered as ship's stores and will be subject to wharfage and other charges that may be incurred.

**B. OVERSIDE:**

Full wharfage named herein will be charged to merchandise discharged or loaded overside of vessel directly to or from another vessel or to the water when vessel is berthed at wharf.

**C. OVERSTOWED CARGO:**

Overstowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is immediately re-loaded to departure on the same vessel.

**D. SCHEDULE OF RATES:**

<b>Commodity</b>	<b>Charge 2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Freight or Cargo	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Through Rated Freight or Cargo	\$13.03 per ST	\$13.68	\$14.36	\$15.08	\$15.83
Hazardous Material	\$10.42 per short ton PLU \$25.00 for each container, flat or pallet containing more than 800 lbs of hazardous material	\$10.94	\$11.49	\$12.06	\$12.66
*Through Rated Hazardous Material	\$13.03 per ST \$50.00 per Container	\$13.68	\$14.36	\$15.08	\$15.83
Seafood	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Inbound Petroleum Products	\$0.06 per Gal	\$0.06	\$0.06	\$0.06	\$0.06
Sand & Gravel of less than 3 inches (all types)	\$2.10 per ST	\$2.21	\$2.32	\$2.44	\$2.56
Rock of all types greater than 3 inches	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Logs (of all types and sizes) ** May not be stacked more than 8 foot high**	\$0.32 per SF	\$0.34	\$0.36	\$0.38	\$0.40

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Wood – all types and sizes (banded or secured)	\$10.42 per ST	\$10.42	\$11.49	\$12.06	\$12.66
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\* Freight and/or cargo will not be considered through-rated if a manifest is received at least twenty-four (24) hours in advance and the manifest contains verifiable routing, clearly identifying where the freight and/or cargo’s final destination is. However, if the freight/cargo is not removed from Port of Bethel facilities within ten (10) calendar days, any through-rated discount will be voided and full fees will be billed to the user. Freight already billed as through-rated that has forfeited it’s through rated designated due to time restraints will be charged the difference.

E. TRANSHIPPED CARGO:

Transhipped cargo shall be taken as a single through movement and shall be included only one time for purposes of determining wharfage rate.

F. TAXES:

No taxes shall be assessed on wharfage.

**PORT LABOR**

**207**

A. LABOR RATES:

Labor as described in this section of the Tariff refers to Port employees hired or utilized for specific tasks, it does not refer to third party employees.

B. SPECIFIC LABOR COST SERVICES:

Unless otherwise provided for individual items, man-hour rates will be charged on services not arranged through a third party, including, but not limited to, the following:

1. Services of loading, unloading, handling, or transferring commodities not provided for by third party employers.
2. Services of extra sorting, inspection, cleaning, etc.
3. Materials and supplies furnished by the Port of Bethel.

C. SCHEDULE OF MAN-HOUR RATES:

Unless otherwise stated herein, the basic rate for Port Labor is as follows per man-hour:

<b>Man-Hour</b>	2017	2018	2019	2020	2021
<b>Labor Rate</b>	\$110	\$115	\$120	\$125	\$130

D. SUBJECT TO CHANGE:

The rates named in this tariff, revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestions 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.

**E. OVERTIME:**

Overtime work is work performed on Saturdays, Sundays or Holidays of after 5:00 pm, or before 8:00 am, Mondays through Fridays, or during meal periods as shown below:

6:00 am	to	7:00 am
12:00 pm	to	1:00 pm
6:00 pm	to	7:00 pm

**F. STANDBY TIME:**

Except as otherwise provided, when the Port of Bethel is required to order labor for a specific service, and through no fault or inability of the Port of Bethel, the work or service is not commenced, causing standby time to accrue, or when work or service after commencement is delayed through no fault of the Port of Bethel for periods of fifteen consecutive minutes or more, current man-hour rates or agent's actual labor rates, plus 18% will be assessed against the party for whom labor was ordered. In computing cost of man-hour time, less than 15 minutes will be considered no delay, but time of 15 minutes or more will be considered delay time and charges computed from cessation of work until resumption of work will be assessed in units of 15 minutes, except that no charge will be made for the final 15 minutes if work commences within the first seven (7) minutes of such period.

**G. MINIMUM LABOR HOURS:**

When the Port of Bethel is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under current labor working agreements and awards, the labor charges accruing after the specific service is completed and until the end of the minimum time allowed will be assessed at current man-hour rates plus 18% overhead.

**H. RATES APPLY WHEN NOT OTHERWISE PROVIDED:**

1. When services are performed by the Port of Bethel, its employees or agents, for which no specific rates are set forth in this tariff, or when reference is made to this item, charges for such services shall be at current man-hour rates, or agent's actual labor rates, plus 18% overhead, and the charge for any equipment used. Charge for materials furnished in connection with said services will be assessed at actual cost to the Port of Bethel plus 18%.
2. When equipment is used in performance of services, the charge will not be less than the Tariff rate.

**I. LINE HANDLING:**

The Port of Bethel does not perform the services of line handling. Such service is arranged by and is for the account of the agents of the vessel or stevedore company handling the vessel.

**J. LONGSHORE MAN-HOUR RATES:**

Man-hour rates for longshore work are available from holders of valid stevedore companies.

**CARGO HANDLING**

**208**

**A. Permission Required:**

1. All movement and placement of cargo within defined cargo handling areas in the Port of Bethel shall occur only in compliance with the prior approval of the Port Director. No person may place or deposit cargo or other property at any location within cargo handling areas in the Port of Bethel without first obtaining this approval from the Port Director. Cargo and other property shall be off-loaded from or loaded to vessels only at specific locations as designated by the Port Director. The Port Director may establish a time by which cargo must be removed from handling areas. Failing to comply with this regulation will result in the imposition of the fines set forth in this Tariff against the person violating this provision, the owner and operator of the vessel, and the vessel, all of whom shall be jointly and severally responsible for payment of all fines assessed. In addition to the fine assessed, the vessel, vessel owner and vessel operator may be denied use of Port Facilities.
2. Fire lanes and a strip of land extending twenty (20') feet uplands from all revetments shall remain clear of any resting cargo and vehicles at all times unless special arrangements are made with the Port for purposes of loading/unloading. Unauthorized cargo and vehicles will be removed by the Port of Bethel and all associated charges will be the responsibility of the person that deposited the unauthorized cargo, including any fines imposed pursuant to this tariff.
3. The dock-side staging of rock, sand and/or gravel products must be made by special arrangement with the Port Director at least seventy-two (72) hours prior to a vessel's arrival. The exact staging location shall be determined by the Port Director. Specific written directives for loading/unloading all rock, sand and gravel materials are available at the Port Director's office. Every contractor should review the directives prior to the start of each season. Staging areas and dock facilities must be returned to their original condition by the port user within twenty-four (24) hours of vessel departure unless gravel exports continue over a prolonged period, in which case the gravel staging areas shall be returned to their original condition by a date approved in advance and in writing by the Port Director. Any damage to facility or significant material loss overboard must be reported to the Port Director immediately. Continued overboard material loss that goes unreported will subject contractors to fines as outlined and the expense of retrieving overboard materials. Repeat offenses may result in the contractor being denied use of Port Facilities.

4. Over-side cargo being discharged or loaded between vessels when one vessel is berthed at a Port of Bethel Facility shall be charged exactly one-half (1/2) the typical wharfage rate for that cargo. Manifest requirements and all other rules of cargo handling shall apply in these circumstances.
5. All cargo containers, their contents, flats and loose stow is the full responsibility of the carrier or consignee while stored anywhere on Port property. No cargo security will be provided by the Port of Bethel.
6. All hazardous cargo shall be handled on a first-on, first-off basis when being loaded to or unloaded from a vessel moored at the Port of Bethel. Hazardous cargo shall not be left unattended unless authorized by the Port Director.

**B. Port Equipment and Services:**

1. All cargo handling equipment shall be properly maintained and operators of cargo handling equipment shall be properly trained, supervised and directed by the cargo handling permittee, and the same permittee shall be fully and primarily responsible and liable to the Port of Bethel at all times for any and all claims, losses or damages incurred or suffered by the Port of Bethel as a result of acts or omissions in conjunction with or caused by the operators or operation of cargo handling equipment. Any damages to any Port of Bethel facility must be reported to the Port Director immediately.
2. Whenever the Port Director determines that the counting or checking of cargo against appropriate documents by the cargo handling permittee is inadequate to safeguard the accurate levy of wharfage, or the health, safety, economic interests or public welfare of the Port of Bethel, the Port Director may retain at the expense of the cargo handling permittee alternative services as the case may require for counting, checking, measuring, grading, scaling, surveying, weighing, marking, segregating, sampling, or supplying accurate, necessary information.
3. High Mast Lights must be used anytime cargo, fuel, equipment and gravel operations occur on the City Docks during periods of darkness. Vessel operators who intend to operate during dark hours must notify the Port Director or his/her designee prior to vessel's arrival. Only port staff is allowed to operate the lighting controls unless the Port Director has specifically authorized a particular user to do so.

**C. Removal or Transfer of Cargo:**

1. Petroleum or Hazardous Substances, volatile, toxic, explosive or otherwise dangerous cargo may in an emergency be transferred and removed by the Port Director from its staged location to a safe location within or away from the Port of Bethel with all expenses and risk of loss or damage chargeable to the permittee,

owner, carrier, shipper, consignee or other claimant as their interests or responsibility may appear.

2. Cargo remaining in any staging area after the expiration of free time, and cargo shut out at the clearance of a berthed vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within or away from the Port of Bethel, or removed to public or private warehouses by the Port of Bethel, with all expenses and risk of loss or damage attributed to the account of the permittee, owner, carrier, shipper, consignee or claimant as their interest and responsibility may appear unless special arrangements have been made with the Port Director. Any and all storage fees and all costs of removal and subsequent handling and storage shall be charged to the account of the owner of the cargo.

**PORT OF BETHEL**  
**Rules and Regulations**

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The Bethel Port Commission, pursuant to Section 14.xx of the Bethel Municipal Code submits the following regulations pertaining to the operation of terminal and transportation facilities at the Bethel Port.

- 1.10** Title:  
These regulations shall be referred to as the Rules and Regulations of the Port of Bethel.
- 1.11** Scope:  
These regulations shall apply to all use and operation of terminal and transportation facilities at the Bethel Port and to the use of all real property within the Bethel Port.
- 1.12** Enforcement:
- A) These regulations shall be enforced by the Port Director or by the Bethel Police Department acting at the request of the Port Director.
  - B) All orders of the Port Director may be either written or verbal at the discretion of the Port Director.
  - C) Any order of the Port Director shall be subject to review by the City Council upon written application of any person affected by the order.
- 2.10** Mooring:
- A) No person may make fast a rope or moor to any structure other than a mooring bitt, bollard, or cleat provided for that purpose.
  - B) Every vessel lying at a dock shall be made fast with head and stern lines in a manner approved by the Port Director.
  - C) Every vessel lying at a dock shall comply with all orders of the Port Director with respect to its rigging.
  - D) Every vessel lying alongside a dock or another vessel berthed at a dock shall from sunset until sunrise be equipped with gangways and man-ropes as may be required by the Port Director. Every gangway used for access after dark shall be brightly illuminated and monitored by the vessel.
  - E) A vessel moored at a dock or to another vessel which is moored at a dock shall always have on board such seamen as are required to care for and move the vessel.
  - F) No person shall moor, anchor, dock or berth a vessel within the port without first having obtained permission from the Port Director.
  - G) The City of Bethel reserves the right to refuse berthage, moorage or anchorage permits to any vessel which fails to comply with the Rules and Regulations of the Port of Bethel.

**3.10 Obstruction to Navigation:**

- A) No vessel may remain in a position which interferes with the mooring or passage of another vessel or creates a danger to persons, vessels or property after the Port Director has ordered it to move.
- B) No person may obstruct a basin, channel or wharf so as to interfere with the mooring, passage or activity of a vessel. The Port Director may remove any such obstruction if the owner thereof fails to do so within 24 hours after its discovery by the Port Director.
- C) No structure, material or substance that can sink in water or obstruct navigation may be deposited in the bay or on the shore of the bay unless written permission is first obtained from the Port Director.
- D) When ballast, stone, coal, bricks, scrap, dirt, rubbish or other loose material or matter that can sink in water is being unloaded from or loaded onto a vessel, a canvas chute or similar contrivance shall be used to prevent spills into the bay.
- E) The owner of a vessel which sinks, is grounded or delayed so as to interfere with navigation, obstruct the port, or endanger persons or property shall post warnings on the vessel that can be seen day and night and remove the vessel as soon as possible or as directed by the Port Director.
- F) No vessel may operate a searchlight or other high intensity light on a vessel not underway in the harbor in such a manner that the safety and privacy of other vessels and vehicle traffic in the harbor area are disturbed, except in an emergency.

**4.10 Vessel in Dangerous Condition:**

Any vessel that enters or is within the port in a condition which renders it dangerous to persons or property shall be handled according to the orders of the Port Director.

**5.10 Departures:**

- A) The Port Director may order a vessel to depart for the protection of persons or property, to ensure efficient use of the port, or in response to the vessel's failure to remit required charges or tariffs.
- B) Upon the order of the Port Director, a vessel shall immediately vacate its berth so that a preferred vessel may berth there.

**6.10 Lost, Abandoned or Stolen Vessels or Property:**

The Port Director may assume custody of apparently lost, abandoned or stolen vessels or property found within the port. The Port Director shall retain custody of such property until claimed by the rightful owner, the port may require reimbursement for the costs incurred prior to releasing the property or vessel. If the vessel or property is not claimed within thirty (30) days, the Port Director may dispose of the vessel or property either by private sale or a duly notified public auction. The City of Bethel may recover the costs incurred by it for recovery and storage of the vessel or property, if any, from the proceeds of the sale.

**7.10 Manifest:**

The person in control of a vessel shall furnish the Port Director with a complete copy of the manifest showing all cargo loaded or discharged at any port facility. An inbound manifest will be furnished prior to or at the time of the vessel's arrival, and an outbound manifest furnished prior to or at the time of the vessel's departure.

**8.10 Payment of Tariff Charges:**

A) No vessel may leave the port before payment of all tariff charges incurred by that vessel, and such cargo as was discharged from or loaded upon that vessel has been tendered to the Port Director, or such alternative arrangements as are satisfactory to the port director have been made.

B) An owner, shipper, consignee or agent for cargo discharged from or loaded upon a vessel shall pay the tariff charges incurred with respect to that cargo. Payment shall be made before such cargo leaves the port unless alternative arrangements have been made with the Port Director prior to departure.

C) The Port Director may do all things necessary to prevent the departure of a vessel or its cargo for which tariff charges remain unpaid and for which satisfactory arrangements for payment have not previously been made.

**9.10 Motor Vehicles on Docks:**

A) No motor vehicle which is dripping gasoline or other petroleum product may enter upon or cross a dock.

B) Motor vehicles may not take or discharge gasoline or petroleum products while on a dock unless authorization has been received from the Port Director. If the gasoline in a motor vehicle is exhausted while the vehicle is on a dock, the vehicle shall be towed from the area at the expense of the owner of the vehicle.

C) No motor vehicle operated by gasoline or other petroleum product may come on a dock except to load or unload freight or passengers or for other bona fide business authorized by the Port Director. If the gasoline in a motor vehicle is exhausted while the vehicle is on a dock, the vehicle shall be towed from the area at the expense of the owner of the vehicle.

D) If an owner or operator of a motor vehicle willfully disregards this chapter, in addition to the other civil and criminal remedies which may be imposed, the Port Director may deny dock access to that person.

E) Subsections A, B, C and D of this section may be waived for specific purposes where, at the discretion of the Port Director, such waiver would not endanger public welfare.

**9.10 Loading or Discharging Explosives:**

A) No explosive may be transported between a dock and vessel except with the permission of and pursuant to safety conditions imposed by the Port Director. A special permit shall be obtained from the Port Director before any explosives are placed on a dock.

B) No person may transport explosives between a vessel and a dock except between the hours of 6:00 a.m. and 6:00 p.m. unless otherwise authorized first

by pre-arrangement with the Port Director. A safety watch shall be maintained at the expense of the cargo owner while explosives are being transported.

- C) If the transportation of explosives cannot be completed between the hours of 6:00 a.m. and 6:00 p.m., the person in charge or control of the vessel shall cause such vessel to haul away from the dock and anchor in such part of the port as may be designated by the Port Director until such time as the activity may continue under this section.
- D) A red flag shall be displayed as a danger signal at the fore topmast head of the vessel while explosives are being transported between a vessel and the dock.

**11.10 Petroleum Products:**

- A) Acids and other liquid petroleum products may be unloaded from or loaded on vessels only at locations within the port designated as suitable for the loading or unloading of petroleum products by the Port Director.
- B) A vessel berthed at a location designated as suitable for the loading or unloading of petroleum products or lying alongside another vessel so berthed may load gasoline or distillate only with the approval of the Port Director and only when the vessel is otherwise ready to depart.
- C) No person may possess or keep acids, coal oil, gasoline, distillate, other liquid petroleum products or empty drums which previously contained such products on a dock except by special permit issued by the Port Director.
- D) No vessel loaded with oil which will flash below 110 degrees F., may haul alongside a vessel, dock or structure without prior permission from the Port Director.
- E) A vessel engaged in the business of supplying fuel oil may haul or lie alongside a vessel or dock at a location designated as suitable for the loading or unloading of petroleum products only for so long as is required to discharge the fuel oil.
- F) Each user of a dock shall furnish an absorbent material approved by the Port Director for absorption of waste oil. When saturated, absorbent material shall be removed immediately from the port.

**12.10 Fire and Welding Restrictions:**

- A) Bonfire and open fires are prohibited at the port.
- B) No person may bring welding equipment or engage in welding activity on a dock without prior permission from the Port Director. Any person permitted to perform any hot-work or welding activity shall also acquire any and all permits required by state and federal agencies.

**13.10 Repair of Vessels:**

- A) Repairs and maintenance work not done exclusively within the confines of a vessel shall only be made at locations within the port designated as suitable for repair and maintenance work by the Port Director.
- B) Repairs to and maintenance of a vessel that can be made exclusively within the confines of a vessel may be made while the vessel is berthed at a docks or lying alongside another vessel so berthed as long as this repair and maintenance activity does not interfere with the cargo handling activities of any other vessel.

**14.10 Dangerous Condition of Docks:**

- A) Upon receiving written notice of a dangerous condition on a dock from the Port Director, the person responsible therefore shall immediately abate that condition or post warnings and barriers around it until such time as it can be abated.
- B) No person may interfere with or molest a barrier which bars or obstructs the use of a dock or structure.

**15.10 Depositing Property Upon Areas Without Permission Prohibited:**

- A) No person may deposit cargo, merchandise, equipment, tools, or other property upon any area of the port without the permission of the Port Director.
- B) Cargo, merchandise, equipment, tools or other property shall only be unloaded from or loaded on vessels at locations within the port designated as suitable for the loading or unloading of such property by the Port Director.
- C) Cargo, merchandise, equipment, tools or other property shall only be deposited or stored at locations within the port designated as suitable for the deposit or storage of such property by the Port Director.

**16.10 Sale or Solicitation of Goods or Services:**

No person may sell or solicit the sale of goods or a service without a written permit authorized by the Finance Director's Office and approved by the Port Director. The permit may limit sale activity so as to prevent it from interfering with the safe and efficient operation of the port.

**17.10 Smoking Prohibited:**

No person may smoke within any port area designated by appropriate signs as a **No-Smoking** area by the Port Director.

**18.10 Compliance with Law:**

- A) All persons using terminal and transportation facilities or owning real estate within the port shall comply with the Rules and Regulations of the Port of Bethel, all ordinances and regulations of the City of Bethel including, but not limited to, all City of Bethel Coastal Management regulations and the Port of Bethel Tariff; and all applicable laws and regulations of the State of Alaska and the United States governing their activity and ownership.
- B) All laws and regulations of the State of Alaska and the United States applicable to the use of terminal and transportation facilities and the ownership of real property within the port are incorporated herein by reference and shall be enforceable by the Port Director in the same manner as the Rules and Regulations of the Port of Bethel.
- C) If any portion of these regulations is found to be in conflict with federal laws and regulations governing the equipping, operation and licensing of vessels on navigable waters of the United States, then such federal laws and regulations shall prevail, but the remaining sections of these regulations shall not be affected.

**19.10** Definitions:

- A) "Port of Bethel", "Bethel Port", or "port" means all real estate identified as the Port of Bethel subdivision, all tidelands which have been transferred to the City of Bethel, all real property contiguous to all tidelands which have been transferred to the City of Bethel, and all tidal waters within the corporate limits of the City of Bethel except those areas which are within the exclusive jurisdiction of either the State of Alaska or the United States together with all improvements located thereon.
- B) "Port Director" or "port director" means the director of the port or his designee.
- C) "Tariff charges" means those charges included in the current Port of Bethel terminal tariff (Bethel Port Facilities Tariff), as well as all rules and regulations for the operation and administration of the Port of Bethel.
- D) "Terminal and transportation facilities", means docks, floats bulkheads, seawalls, landfills, warehouses, staging areas, pipelines and pipeline terminals, transfer spans and aprons, lifting equipment and similar structures together with the necessary equipment and facilities required to accommodate waterborne commerce and shipping located within the Port of Bethel.
- E) "Vessel" means any type of ship, boat or navigable structure suitable for the transportation of property or persons, and the owner and master thereof.



# City of Bethel

## Committees and Commissions

### Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

<b>Committee/Commission:</b> Port Commission	<b>Chairman:</b> Alan Murphy
<b>Date Submitted:</b> December 20, 2016	<b>Council Rep:</b> Alisha Welch
<b>Issue:</b> Terminal Tariff 005-Tariff Rates	
<b>Recommendation:</b> The Port Commission approved by unanimous consent (4-0), to recommend the following :	
Recommends the Port raise all rates 5% except for the Dockage fees. The Petro Thru-Put fee, (wharfage charges for fuel delivered at the Petroleum Dock), was recommended to be raised 0.01 (one cent). The one cent Thru-Put fee will be designated to the SBH Fund Balance. #52-12400	

Received by: \_\_\_\_\_  
Date: \_\_\_\_\_

Introduced by: City Manager Williams  
Introduction Date: January 10, 2017  
Public Hearing: January 24, 2017  
Action:  
Vote:

# CITY OF BETHEL, ALASKA

## Ordinance #17-03

### AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 14.02.095 REGULATIONS DESIGNATING WHERE THOSE RATES ARE DEDICATED

**BE IT ORDAINED** by the City Council of Bethel Alaska as follows:

**SECTION 1. Classification.** This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

**SECTION 2. Amendment:** The City of Bethel Municipal Code 14.02.095 is amended, new language is Underline and old language is stricken.

BMC 14.02.095 Revenues

~~Two cents (\$0.02) of fuel through put revenue produced by the port shall be transferred to a designated seawall maintenance account upon payment. All other revenues produced by the port excluding amounts received from fines imposed under this title shall be held in the port enterprise fund for the maintenance and operation of the port.~~

Thru-put revenue produced by the port shall be transferred to designated accounts upon payment as follows: Upon payment, two cents (\$0.02) shall be transferred to a designated seawall maintenance account; two cents (\$0.02) shall be transferred to a municipal dock fund operating budget account; and two cents (\$0.02) shall be transferred to a Small Boat Harbor (SBH) account. All other revenues produced by the port, including amounts received from fines imposed under this title, shall be held in the port enterprise fund for the maintenance and operation of the port.

**SECTION 3. Effective Date.** This ordinance shall become effective February 28, 2017.

**ENACTED THIS \_\_\_\_\_ DAY OF JANUARY 2017, BY A VOTE OF \_\_\_\_\_ IN FAVOR AND \_\_\_\_\_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
Richard Robb, Mayor

\_\_\_\_\_  
Lori Strickler, City Clerk

## City of Bethel Action Memorandum

Action memorandum No.	17-01		
Date action introduced:	1/10/17	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Approve the Mayor's appointment of John Guinn to the Planning Commission for the term of three years.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s):

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

Action Memorandum 17-01 is sponsored by Mayor Robb, at the request of the City Clerk.

John Guinn has requested appointment to the Planning Commission. If appointed, he would be appointed to a term of three years as a regular member with a term expiration of December 31, 2019.

## City of Bethel Action Memorandum

Action memorandum No.	17-02		
Date action introduced:	12/20/16	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Approve the Mayor's appointment of Cecilia Franko to the Finance Committee for the term of three years.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s):

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

Action Memorandum 17-02 is sponsored by Mayor Robb, at the request of the City Clerk.

Cecilia Franko has requested appointment to the Finance Committee. If appointed, she would be appointed to a term of three years as a regular member with a term expiration of December 31, 2019.

## City of Bethel Action Memorandum

Action memorandum No.	17-03		
Date action introduced:	January 10, 2017	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Bethel City Council Regular Meeting Dates for Calendar Year 2017.

Attachment(s):

<b>Amount of fiscal impact:</b>		<b>Account information:</b>
X	No fiscal impact	

## Bethel City Council's 2017 Regular Meeting Schedule

Month	Second Tuesday	Fourth Tuesday
January	10	24
February	14	28
March	14	28
April	11	25
May	9	23
June	13	27
July	11	25
August	8	22
September	12	26
October	10	24
November	14	28
December	12	26

Bethel Municipal Code requires the Council to hold their Regular Meeting on the second and fourth Tuesday of each month. One regular meeting must be held each month. A majority vote of the Council is needed to amend this regular schedule.

**CITY OF BETHEL ACTION MEMORANDUM**

Action Memorandum No.	17-05		
Date Action Introduced:		Introduced By:	City Manager P. Williams
Date Action Taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed By:			

Authorizing the City Manager to enter into a contract for Janitorial Services for City Hall

Route To:	Department/Individual	Initials	Remarks
<input checked="" type="checkbox"/>	Purchasing Agent		
<input checked="" type="checkbox"/>	City Manager		
<input checked="" type="checkbox"/>	City Attorney		
<input type="checkbox"/>	Affected Dept. Director		
<input type="checkbox"/>	Procurement Facilitator		

Attachment(s): Copy of RFP issued

Amount of Fiscal Impact		Account Information
	No fiscal impact	
\$5,700	Funds are Budgeted for	10-51-663
	Funds are not budged for Budget modification required	

On November 15, 2016, the City of Bethel issued a request for bids for Janitorial Services for City Hall for 2 ½ years. The bid was posted for twenty (20) days and was advertised on the City of Bethel website, was published in the Delta Discovery and Tundra Drums; was posted locally at the Post Office, A-C, Swansons and Courthouse; and was posted on Facebook. During the bid, no protests were received no addenda were issued.

On December 6, 2016, the closing date of the bid, the City received two (2) bids. The bid results, in order of price were as follows:

Midnight Sun Cleaning Services, LLC	\$25,850
Kagista Janitorial Services	\$26,850

Midnight Sun Cleaning Services, LLC having been the lowest bidder, a contract was drafted for same and it is requested the City Manager be authorized to enter in said contract (attached).

Date: \_\_\_\_\_

# EXHIBIT A

## CHECKLIST CITY HALL CLEANING

	Empty waste baskets in all offices in the building, including the public areas of the Department of Motor Vehicles Office
	Collect all trash from waste baskets and dispose of off premises (a public dumpster is located next to the building);
	Place new plastic trash bags in waste baskets as needed
	Clean all floors
	Bathrooms: Mop or scrub floors, clean all plumbing fixtures, disinfect urinals and toilets, damp wipe all dispensers. Restock all supplies
	Empty all shredders and replace trash bags in shredders as needed;
	Vacuum all carpets;
	Dusts all visible surfaces of furniture, fixtures, and equipment as high as can be reached while standing on the floor (desks excluded);
	Clean kitchen areas to include counters, sinks and all surfaces
	Provide and maintain adequate supplies of toilet paper, paper towels, toilet seat covers, soap and other essentials
	Clean and disinfect all drinking fountain handles and water spouts
	Clean air vents and base boards ensuring they are clear of dust, dirt and grime

### INITIAL DEEP CLEANING

Area Completed	Date Inspected & Approved

\_\_\_\_\_  
City of Bethel Representative

\_\_\_\_\_  
Midnight Sun Representative

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Exhibit B**  
**Confidentiality Agreement**

I, \_\_\_\_\_, as an employee of Midnight Sun Cleaning Services, LLC, understand that while cleaning City Hall, I may come into contact with or may observe confidential information. Such information may include, but is not limited to, draft legal opinions; ambulance records; citizen information; and/or financial records. I may also overhear confidential conversations.

I agree that anything I see or hear at City Hall while performing my official duties for Midnight Sun Cleaning Services, LLC is to be kept confidential. I understand this means I may not copy, photograph, discuss or share any information which I may see, hear or in any way learn about.

I acknowledge that I fully understand even one violation of this Confidentiality Agreement may result in my permanent removal from the Premises.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CLEANING SERVICES: CITY HALL**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January 2017, by and between the CITY OF BETHEL (a municipal corporation) and MIDNIGHT SUN CLEANING SERVICES, LLC, (a Limited Liability Corporation licensed to do business in the State of Alaska and City of Bethel).

**Section 01 Definition**

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Contractor" means Midnight Sun Cleaning Services, LLC.

**Section 02 Employment of Contractor**

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

**Section 03 Scope of Services**

Contractor agrees to perform Janitorial services at City Hall (hereinafter the "Premises"), located at 300 Chief Eddie Hoffman Highway, Bethel, Alaska.

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

*3.01 Weekly Services (between 8 pm Friday and 6 am Monday)*

- Empty waste baskets in all offices in the building, including the public areas of the Department of Motor Vehicles Office. Collect all trash from waste baskets and dispose of off premises (a public dumpster is located next to the building);
- Place new plastic trash bags in waste baskets as needed;
- Clean all floors;
- Bathrooms: Mop or scrub floors, clean all plumbing fixtures, disinfect urinals and toilets, damp wipe all dispensers. Restock all supplies.
- Empty all shredders and replace trash bags in shredders as needed;
- Vacuum all carpets;
- Dusts all visible surfaces of furniture, fixtures, and equipment as high as can be reached while standing on the floor (desks excluded);
- Clean kitchen areas to include counters, sinks and all surfaces;
- Provide and maintain adequate supplies of toilet paper, paper towels, toilet seat covers, soap and other essentials;
- Clean and disinfect all drinking fountain handles and water spouts;
- Clean air vents and base boards ensuring they are clear of dust, dirt and grime.

3.02 *Initial Deep Clean (to be completed by April 1, 2017):*

- ❖ Deep clean all offices/areas in order to get them to a routine maintenance level.
- ❖ Task to be completed all at once or may be spread out over a period of time not to exceed three (3) months.

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

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

**Section 05 Inspection**

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

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

**Section 06 Building Security.**

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

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

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

**Section 07 Personnel**

Personnel shall be limited to those of Midnight Sun Cleaning Services, LLC only. No subcontractors will be allowed without the written consent of the City.

7.01 – Confidentiality

The business of the City is confidential and not always subject to public disclosure. The confidentiality citizen information, financial information and other documents is paramount to the City and its citizens. Additionally, records relating to personnel issues, procurement proceedings, internal policy discussions, and other administrative issue

are also confidential. All principals, officers, and employees of Contractor working in the Premises agree to keep confidential any and all information acquired as a result of this contract and not disclose any information observed or overheard while on the Premises.

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

### **Section 08 Hours of Performance**

Contractor's services are to be performed once per week on weekends 8:00 pm on Friday and 6:00 am on Monday.

### **Section 09 Term of Contract**

This is a multi-year agreement beginning January 1, 2017 and ending June 30, 2019 unless earlier terminated as hereinafter provided.

### **Section 10 Compensation**

A. Subject to the provisions of this Agreement, the City shall pay the Contractor a fixed rate as follows:

1. Year One (January 1, 2017 to June 30, 2017): Nine Hundred Fifty Dollars (\$950) per month. The total compensation under this Agreement during Year One shall not exceed FIVE THOUSAND SEVEN HUNDRED (\$5,700) DOLLARS.

2. Year Two (July 1, 2017 to June 30, 2018): Eight Hundred Dollars (\$800) per month. The total compensation under this Agreement during Year Two shall not exceed NINE THOUSAND SIX HUNDRED (\$9,600) DOLLARS.

3. Year Three (July 1, 2018 to June 30, 2019): Eight Hundred Dollars (\$800) per month. The total compensation under this Agreement during Year Three shall not exceed NINE THOUSAND SIX HUNDRED (\$9,600) DOLLARS.

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

C. Total compensation under this Agreement shall not exceed TWENTY-FIVE THOUSAND EIGHT HUNDRED FIFTY (\$25,850) Dollars without the express written authorization of the City.

## **Section 11 Complaints**

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

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

More than two (2) substantiated complaints in a thirty (30) day period and/or more than five (5) substantiated complaints in a six (6) month period shall be considered a breach of this Agreement and will be grounds for termination of this Contract for cause.

## **Section 12 Termination of Agreement for Cause**

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

## **Section 13 Modifications**

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

## **Section 14 Equal Employment Opportunity**

The Contractor will not discriminate against any party because race, creed, color, religion, gender, sex, gender identity, sexual orientation, age, national origin or ancestry, marital status, change in marital status, physical or mental disability, political affiliation, genetic information, pregnancy, parenthood, status as a disabled veteran, or any other status or condition protected under federal, state and local laws.

## **Section 15 Assignability**

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

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

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

### **Section 16 Contractor to Remain in Good Standing**

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

### **Section 17 Permits, Laws and Taxes**

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

### **Section 18 Relationship of the Parties**

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

### **Section 19 Agreement Administration**

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

**Cell Phone Number: (907) 545-4242**

Carl Hoffman will be the representative for Midnight Sun Cleaning Services, LLC.

**Cell Phone Number: (907) 545-8800**

### **Section 20 Defense and Indemnification**

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

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

### **Section 21 Interpretation and Enforcement**

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

### **Section 22 Contractor Insurance**

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

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

### **Section 23 Severability**

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

### **Section 24 Understanding**

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

### **Section 25 Notices**

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

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

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

Contractor: Midnight Sun Cleaning Services, LLC  
Attn: Cory McKay Brian  
PO Box 3291  
Bethel AK 99559-3291

CITY OF BETHEL

MIDNIGHT SUN CLEANING SERVICES, LLC

\_\_\_\_\_  
By: Peter Williams

Title: Acting City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Cory McKay Brian

Title: Owner

Dated: \_\_\_\_\_

Exhibits:

- A – Sample inspection checklist
- B – Sample Confidentiality Agreement

**CITY OF BETHEL  
BETHEL, ALASKA**



**REQUEST FOR BIDS  
JANITORIAL SERVICES FOR CITY HALL**

**Bid Packages will be accepted from November 15, 2016 to December 6, 2016**

**Bid Package Opening (Due) Date: December 6, 2016**  
**Bid Package Opening (Due) Time: 4:00 pm Alaska Time**  
**Bid Package Opening Place: City Hall  
300 State Highway  
Bethel, Alaska 99559**

**ANNOUNCEMENT**  
**Request for Bids**

The City of Bethel is requesting bids from individuals or firms qualified and interested in providing

**JANITORIAL SERVICES FOR CITY HALL**  
**RFB 16-11092016**

**Description:** The City of Bethel is soliciting bids for Janitorial Services applied to City Hall in Bethel, Alaska. All interested entities must submit their bids no later than **December 6, 2016 at 4:00 pm AST.**

**Bid Documents:** A copy of this Request for Bids (RFB) can be obtained on the City of Bethel's website: [www.cityofbethel.org](http://www.cityofbethel.org) > [Doing Business](#) > [Request for Proposals/Bids](#). It is the Bidder's sole responsibility to check this website for additional information and/or addendums.

**Notice Published:**

- Delta Discovery on November 22 & 29, 2016
- Tundra Drums on November 22 & 29, 2016
- City of Bethel Website from November 15 - December 6, 2016
- Notice posted on Bulletin Boards at the Following Locations:
- City Hall
- U.S. Post Office
- Swanson's Grocery Store
- Alaska Commercial Company (AC)
- Bethel Courthouse

**Notice posted on the following Facebook pages:**

- City of Bethel
- It's Going on in Bethel
- Bethel Bargains

## INTRODUCTION

### 1. Purpose

The City of Bethel is seeking bid packages from qualified companies to provide janitorial services over an approximately three (3) year period for the City Hall Building in Bethel, Alaska. The performance period is expected to be December 2016 through June 30, 2019.

### 2. Overview

The City of Bethel owns and operates the City Hall building which includes the space currently occupied by the Division of Motor Vehicles (DMV). The building consists of a number of offices, hallways, council chambers, entryways, and bathrooms. Flooring varies between carpet and linoleum.

The building is occupied during the day from 8 am to 5 pm, and Council Chambers is used on certain nights from 6:00 pm to approximately 8:30 pm for City committee meetings. Council chambers is used by city council every second and fourth Tuesday from 6:30 pm to 11:00 pm.

### 3. Scope of Work

Services are to be performed one time per week during the weekend (any time after 5:30 pm on Friday but before 7:00 am on Monday)

Janitor will not disturb any office materials or use telephones or any other office equipment. All personal items of office occupants must be left undisturbed.

Equipment, chairs, waste baskets and other items may be moved for cleaning purposes, but must be returned to their original location/position. If any electrical cords are disconnected in order for the Janitor to operate a vacuum or other cleaning tool, the cords must be plugged back into the outlets.

Janitor supervisor will inspect the entire area to ensure all work is completed and all necessary doors are locked, lights turned off, and furniture, fixtures, and baskets are in their proper place.

The Division of Motor Vehicles office area will be cleaned on the public side of the counter only. The employee side of the counter shall not be cleaned. No janitorial staff members are to be allowed on the employee side of the counter.

#### Services to be Provided

1. Empty waste baskets in all offices in the building, including the public areas of the Department of Motor Vehicles Office. Collect all trash from waste baskets and remove trash from the building. A public dumpster is located next door at City Hall on the side of the Courthouse. Place new plastic trash bags in waste baskets as needed. Janitor to supply all bags required.
2. Clean all floors.
3. Bathrooms: Mop or scrub toilet room floors, clean all plumbing fixtures, disinfect urinals

and toilets, damp wipe all dispensers. Provide and restock adequate supplies of toilet paper, paper towels, soap, and other janitorial supplies.

4. Empty all shredders and replace trash bags in shredders.
5. Clean kitchen areas to include counters, sinks and all surfaces.
6. Dust all visible surfaces of furniture except for desks.
7. Maintain entry mats in a clean, dirt-free and functional condition.
8. Clean air vents and base boards ensuring they are clear of dust, dirt and grime.
9. Maintain a limited supply of toilet paper and other essential supplies on-site in a location to be designated by the City Clerk.

It is the janitor's responsibility to provide all of the labor, equipment, supplies and materials necessary to accomplish the janitorial work described in this Request for Bids document. The work area includes the entire building and only excludes the employee section of DMV and employee desks.

Standard commercial grade products, supplies, paper goods, and plastic trash bags must be supplied. These items are subject to inspection and approval by the City.

All services are expected to be performed in a professional standard suitable to the industry.

In addition to the routine services required above, the successful bidder will be expected to deep clean all offices/areas in order to get them to a routine maintenance level. This task may be completed all at once or may be spread out over a period of time not to exceed three (3) months with certain offices/areas done each week, provided the entire City Hall, including DMV, are completed by the end of the three (3) month period.

#### Building Security

Building security is of the very highest priority and lack of attention or carelessness in this area shall be cause for termination of the contract.

The Janitor shall keep the outside doors locked at all times. Interior building doors will remain locked except while work in the immediate area is in progress. All doors will be locked when the janitor(s) leave(s) the building.

Some of the business of the City of Bethel is confidential and not subject to public disclosure. The confidentiality of citizen information is essential to the City's function. All principals, officers and employees working on the Premises must agree to sign a Confidentiality Agreement.

#### **4. General Conditions**

The City has a right to determine the qualifications of any respondent to provide a quality bid package as specified in this Request for Bids document and in the time frame desired by the City.

The City reserves the right, at its sole discretion, to reject any and all bid package submissions without prejudice to respondents, and to extend the opening date for receiving bid packages.

The City may accept one of the bids, subject to funds legally available and lawfully

appropriated for the purposes set out in this Request for Bids document. The City will indicate its bid selection by a written Notice of Award, emailed or faxed to the successful respondent(s).

The successful respondent(s) shall comply with all applicable federal and state laws, City ordinances, and the rules and regulations of all authorities having jurisdiction over the fulfillment of the intended purchase as the purchase is described in this *Request for Bids* document.

Prices shall include all Federal and State of Alaska taxes. This purchase is exempt from City Sales taxes.

Bid packages must be legible.

All bids must be valid for a minimum of thirty (30) days from bid opening date.

### Bid Packages

Bid packages may be withdrawn or modified prior to the scheduled date and time for the bid opening or before any authorized postponement thereof. Any bid or bid modification received after the time and date specified shall NOT be considered. No respondent may withdraw a bid within thirty (30) days after the Opening Date. Conditional proposals will NOT be accepted.

### Vendor in Good Standing

According to the Bethel Municipal Code 4.20.070: “No procurement contract may be awarded to a person, group, organization, or entity that is delinquent in the payment or collection of sales taxes, fees, charges, penalties, interest or other amounts that are due owing, or otherwise obligated to the City which is not remedied within ten (10) business days of notice to the selected bidder. See Bethel Municipal Code on City website ([www.cityofbethel.org](http://www.cityofbethel.org)).

### Contractor’s and Subcontractor’s Insurance

Prior to signing any contract with the City, the successful bidder must be able to show proof of the following insurance coverages and adhere to the requirements contained in this section.

1. General Liability: \$1,000,000 per occurrence;
2. Worker’s Compensation (statutory) Employer’s Liability: \$1,000,000
3. The City of Bethel shall be additional insured on a primary/non-contributory basis under each policy required to be maintained. Such additional insured endorsement shall also include a Waiver of Subrogation.

### License Requirements

Prior to entering in to a contract with the City, the successful bidder must show proof of a current State of Alaska business license and a current City of Bethel business license.

**Pre-Award Questions and Information:** If an interested party finds a discrepancy, error, or omission in this document they are instructed to contact the Purchasing Agent, who will issue written clarification. The City is not responsible for any oral instructions or communications with

any other agents of the City except for the Purchasing Agent. All questions must be submitted to the Purchasing Agent by the deadline listed on the cover page of this document. All answers will be issued in a written format.

### Protests

Protests regarding any alleged improprieties or ambiguities in this request for bids document must be filed with the purchasing agent no later than November 23, 2016 at 3:00 pm AST. Information on how to file a protest can be found in section 4.20.270 of the Bethel Municipal Code. The Code may be found on the City's website: [www.cityofbethel.org](http://www.cityofbethel.org).

**General Terms and Conditions:** The City of Bethel shall not be liable for any expenses incurred by any bidder prior to issuing a contract. The selected bidder will be required to sign and be bound by a Professional Services Agreement ("Agreement") and must meet all insurance and licensing requirements.

**Non-Discrimination:** The City will not contract with any persons or entities that discriminate against employees or applicants for any reasons other than those related to job performance. All prospective Bidders will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, creed, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, age, marital status, change in marital status, pregnancy, parenthood, disability status, genetic information, political affiliation or status as a disabled veteran.

**Bid Signatures:** An authorized official must sign all bid documents. This signature will represent the company or individual and their ability to commit to the requirements in this document.

**Disqualification of Offerors:** Any one or more of the following reasons may cause bids to be rejected:

- a. Communication with any employees or agents of the City of Bethel, other than the Purchasing Agent, during the RFB process, excluding those specifically listed in this document.
- b. Evidence of collusion or other anticompetitive practices among Offerors.
- c. Lack of competency as revealed by financial, experience, or equipment statements.
- d. Lack of responsibility as shown by past work with the City of Bethel.
- e. Uncompleted work under other current contracts which in the judgment of the City of Bethel, may prevent the prompt completion of additional work in this document.

**Discussions:** Discussion with Offerors may commence after opening of all bids to further clarify and or assure full understanding of solicitation requirements.

**Contract Commencement:** Commencement of a contract shall not begin until all necessary documents are received and reviewed; and all City approvals have been completed, including City Council approval. Commencement of a contract without these requirements will be at the Bidder's sole risk and not compensated by the City.

## 5. Instructions for Preparing and Submitting Bid Packages

1. **Read** the Request for Bids document. Direct technical questions about the project or questions about the RFB to the Purchasing Agent, Hansel Mathlaw, by email only, at ([hmathlaw@cityofbethel.net](mailto:hmathlaw@cityofbethel.net)). At the Purchasing Agent's discretion, addendums to this RFB may be issued based on questions and comments received by the date specified in the timeline.

2. **Visit the City's Website** at [www.cityofbethel.org](http://www.cityofbethel.org) and follow these links for all addenda associated with this Request for Bids document: Doing Business > Request for Bids/Proposals > Addenda #. Addenda will ONLY be posted to the City's website.

3. **Prepare and submit** the following items to the City by fax, email, mail, or private carrier on or before the deadline:

1. Signature and Verification (Attachment A)

2. Price Sheet (Attachment B)

4. **Submit Bid Package** to the City of Bethel by the deadline.

### Hard Copy Submission

Bid packages submitted in hard copy form must be in an envelope and marked, "Bid Package for City Hall Janitorial Services." Bid packages must be received at the Bethel City Hall on or before the Opening Date and Time shown on the cover of this document.

Mail complete proposal package to:  
Hansel Mathlaw, Purchasing Agent  
City of Bethel  
PO Box 1388  
Bethel, AK 99559

Deliver bid package to:  
Hansel Mathlaw, Purchasing Agent  
City Hall, 300 State Highway  
Bethel, Alaska 99559

### Electronic Submission

Bid packages may be submitted by fax or email. Bid packages submitted by email must be in either MS Word format or PDF format and sent to Hansel Mathlaw by email at ([hmathlaw@cityofbethel.net](mailto:hmathlaw@cityofbethel.net)) or by fax: 907-543-3817. In the subject line, put "Bid Package for City Hall Janitorial Services." The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means.

### Addenda and Notifications

All addenda related to this RFB will be posted on the City's website ([www.cityofbethel.org](http://www.cityofbethel.org)) and can be found by following these links: Doing Business > Request for Proposals/Bids > Addendum. Bidders are responsible for visiting the City's website throughout the bid period to read and respond appropriately to information contained in addenda. Per Bethel Municipal Code

4.20.050 D. "Only a bid/proposal which acknowledges receipt of all addenda may be considered responsive." Bidders must complete Attachment A, sign it, and submit it with their bid package as formal acknowledgement of addenda.

## **6. Evaluation of Bid Package**

All proposals submitted shall be good for a minimum of thirty (30) days. Criteria for the award shall be based on the lowest total price. The City will award a contract to one company.



**Attachment B**

**PRICE SHEET**

**PROVISION OF JANITORIAL SERVICES  
TO CLEAN CITY HALL**

**A. Price Sheet Instructions**

Provide the total price per year for each of the three years of the service contract:

<b>Clean City Hall per RFB and Contract</b>	<b>Price</b>
Year One: December 1, 2016 to June 30, 2017	
Year Two: July 1, 2017 to June 30, 2018:	
Year Three: July 1, 2018 to June 30, 2019	

**B. SIGNATURE AND VERIFICATION**

Pursuant to and in compliance with the City of Bethel's Request for Bids document, the undersigned hereby proposes to provide janitorial services as specified in this Request for Bids document for the total price given on this sheet.

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

**CITY OF BETHEL ACTION MEMORANDUM**

Action Memorandum No.	17-06		
Date Action Introduced:		Introduced By:	City Manager P. Williams
Date Action Taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed By:			

Authorizing the City Manager to enter into a contract for Janitorial Services for City Hall

Route To:	Department/Individual	Initials	Remarks
<input checked="" type="checkbox"/>	Purchasing Agent		
<input checked="" type="checkbox"/>	City Manager		
<input checked="" type="checkbox"/>	City Attorney		
<input type="checkbox"/>	Affected Dept. Director		
<input type="checkbox"/>	Procurement Facilitator		

Attachment(s): Copy of RFP issued

Amount of Fiscal Impact		Account Information
	No fiscal impact	
\$1,995	Funds are Budgeted for	53-55-663
	Funds are not budged for Budget modification required	

On November 16, 2016, the City of Bethel issued a request for bids for Janitorial Services for the Department of Law portion of the Courthouse Complex. The bid was posted for twenty (20) days and was advertised on the City of Bethel website, was published in the Delta Discovery and Tundra Drums; was posted locally at the Post Office, A-C, Swansons and Courthouse; and was posted on Facebook. During the bid, no protests were received no addenda were issued.

On December 7, 2016, the closing date of the bid, the City received two (2) bids. The bid results, in order of price were as follows:

Kagista Janitorial Services	\$1,995
Midnight Sun Cleaning Services, LLC	\$13,160

Kagista Janitorial Services having been the lowest bidder, a contract was drafted for same and it is requested the City Manager be authorized to enter in said contract (attached).

Date: \_\_\_\_\_

## EXHIBIT B

### CHECKLIST DEPARTMENT OF LAW CLEANING

	Collect all trash and empty wastebaskets in all areas, including shared hallways
	Empty shredders
	Dispose of trash off premises
	Replace trash bags as needed
	Clean all floors: mop or vacuum
	Mop or scrub bathroom floors
	Clean all bathroom plumbing fixtures
	Disinfect urinals and toilets
	Damp wipe all dispensers: Kitchen and bathroom
	Restock toilet paper, paper towels, soap and other janitorial supplies
	Clean kitchen areas: counters, sinks, all surfaces
	Dust all visible surfaces of furniture except for desks
	Maintain entry mats in a clean, dirt-free and functional condition
	Clean air vents and base boards ensuring they are clear of dust, dirt and grime
	Maintain a limited supply of toilet paper, paper towels and other essentials on-site

#### INITIAL DEEP CLEANING

Area Completed	Date Inspected & Approved

\_\_\_\_\_  
City of Bethel Representative

\_\_\_\_\_  
Midnight Sun Representative

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
DEPARTMENT OF LAW CLEANING SERVICES**

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

**Section 01 Definition**

In this Agreement:

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

**Section 02 Employment of Contractor**

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

**Section 03 Scope of Services**

Contractor agrees to perform Janitorial services at the City's Courthouse Complex building (also known as the Nora Guinn Courthouse Building) (hereinafter the "Premises"), located at 204 Chief Eddie Hoffman Highway, Bethel, Alaska. A map of the location and areas to be cleaned are attached hereto as Exhibit A.

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

*3.01 Regular twice weekly services:*

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

3.02 *Initial Deep Clean (to be completed by April 1, 2017):*

- ❖ Deep clean all offices/areas in order to get them to a routine maintenance level.
- ❖ Task to be completed all at once or may be spread out over a period of time not to exceed three (3) months.

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

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

**Section 05 Inspection**

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

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

**Section 06 Building Security.**

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

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

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

**Section 07 Personnel**

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

**7.01 – Background Checks/Security Clearance**

All Contractor personnel must undergo a security check prior to commencing work at the Premises. All costs associated with the security check are the sole responsibility of the Contractor. Security checks are performed at the Alaska State Trooper's Office in

Bethel by appointment only. *Contractor may not allow any employee who has not previously passed a security check to work on the Premises. Contractor may not employ any person, even if they have previously passed a security check, if they have been or are later convicted of ANY felony or ANY crime involving moral turpitude. If in doubt about qualifications, Contractor should consult with City.*

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

#### 7.02 – Confidentiality

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

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

#### **Section 08 Hours of Performance**

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

#### **Section 09 Term of Contract**

This is a six (6) month agreement beginning January 1, 2017 and ending June 30, 2017 unless earlier terminated as hereinafter provided.

#### **Section 10 Compensation**

A. Subject to the provisions of this Agreement, the City shall pay the Contractor a fixed rate of Two Hundred Eighty-Five (\$285) Dollars per month no later than the 10<sup>th</sup> day of each month.

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

C. Total compensation under this Agreement shall not exceed ONE THOUSAND SEVEN HUNDRED TEN (\$1,710) DOLLARS without the express written authorization of the City.

### **Section 11 Complaints**

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

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

More than two (2) substantiated complaints in a thirty (30) day period and/or more than five (5) substantiated complaints in a six (6) month period shall be considered a breach of this Agreement and will be ground for termination of this Contract for cause.

### **Section 12 Termination of Agreement for Cause**

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

### **Section 13 Termination for Convenience**

Either party may terminate this Agreement at any time and for any reason whatsoever upon providing at least thirty (30) days prior written notice to the non-terminating party.

### **Section 14 Modifications**

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

### **Section 15 Equal Employment Opportunity**

The Contractor will not discriminate against any party because race, creed, color, religion, gender, sex, gender identity, sexual orientation, age, national origin or ancestry, marital status, change in marital status, physical or mental disability, political affiliation, genetic information, pregnancy, parenthood, status as a disabled veteran, or any other status or condition protected under federal, state and local laws.

## **Section 16 Assignability**

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

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

## **Section 17 Contractor to Remain in Good Standing**

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

## **Section 18 Permits, Laws and Taxes**

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

## **Section 19 Relationship of the Parties**

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

## **Section 20 Agreement Administration**

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

**Cell Phone Number: (907) 545-4242**

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

**Cell Phone Number: (907) 545-8402**

## **Section 21 Defense and Indemnification**

The Contractor shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Contractor under

this Agreement. The Contractor shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "City," as used within this article, include the employees, agents and other Contractors/contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

## **Section 22 Interpretation and Enforcement**

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

## **Section 23 Contractor Insurance**

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

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

## **Section 24 Severability**

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

## **Section 25 Understanding**

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

**Section 26 Notices**

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

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

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

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

CITY OF BETHEL

KAGISTA-JANITORIAL SERVICES

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By: Peter Williams  
Title: Acting City Manager  
Dated: \_\_\_\_\_

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By: Carl J. Hoffman  
Title: Partner  
Dated: \_\_\_\_\_

**Exhibits:**

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

## City of Bethel Action Memorandum

Action memorandum No.	<del>XXXXXX</del> 17-07
Date action introduced:	January 10, 2017
Introduced by:	Peter Williams, Acting City Mgr.
Date action taken:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Confirmed by:	

### Action Title

Authorize the City Manager to sign the Statewide Transportation Alternatives Program FY 2013-2016 grant agreement to accept grant funds to construct a gravel trail.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	PAW	need decision
<input checked="" type="checkbox"/>	Finance	SA	recommend approval.
<input checked="" type="checkbox"/>	Public Works	VJ	Recommend approval
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): MOA; Operation & Maintenance Plan; map.

Amount of fiscal impact:		Account information:
X	No fiscal impact	\$319,999 in grant funding
	Funds are budgeted for.	
Add to FY 2018 Budget	Funds are not budgeted. Budget modification is required.	\$1,626/yr. maintenance

### Summary Statement

The Small Federal Programs administrator with the Alaska Department of Transportation and Public Facilities must have a scope and grant acceptance decision about the City of Bethel's trail by January 11, 2017. The environmental clearance division of DOT&PF needs to know the scope so that it can obtain NEPA-related agency clearances, which is expected to take 30-90 days once initiated. The Department will not undertake the NEPA clearance work, if the City does not intend to accept the grant.

City Administration considered various trail paths, land ownership issues, and trail construction materials and recommends that City Council accept and approve the ATAP Trail Grant as originally presented in the City's application.

The City of Bethel worked closely with the Yukon Kuskokwim Health Corporation's Primary Care Center Project Manager to plan and design a pedestrian and bicycle trail that would run from the hospital door to the north side of YKHC property and then across the tundra to City Subdivision. The trail would be an on-ground fabric, sand, and gravel trail with no pilings and limited use of wood. There is a wooden boardwalk section designed to go up and over the waste heat pipe about half way between the hospital and Akiachak Street. There may be other pipe crossing ramps necessary (e.g., over the Institutional Corridor water pipe).

The original trail was to go from the hospital to the snow machine ramp approaching Akiachak Street, north of the KUC campus. This option puts the trail on YKHC and City property, easing the survey area requirements and creation of easements.

The KUC Executive Director is amenable to the trail coming out behind Sackett Hall, onto the driveway. This option puts the trail on YKHC, City, and KUC-UAF property, requiring an additional MOA with KUC, and increasing the survey area and easement generation.

Acting City Manager Williams believes that the City should undertake a title search, land survey, and generate easements before the City signs the grant agreement. These tasks are expected to take two months. The City would pay these costs (\$3,000-\$5,000) outside of the grant and match funds. This process will help the City update its records and give the City one or more maps that clearly delineate where existing water, sewer, and waste heat pipes are located and where future pipes and trails might be located.

YKHC Project Management consultant Kent Crandall roughly estimated that the cost of a boardwalk trail would be \$500,000, a \$100,000 increase over the cost of a gravel trail. The grant and match will only cover the costs associated with a \$400,000 project.

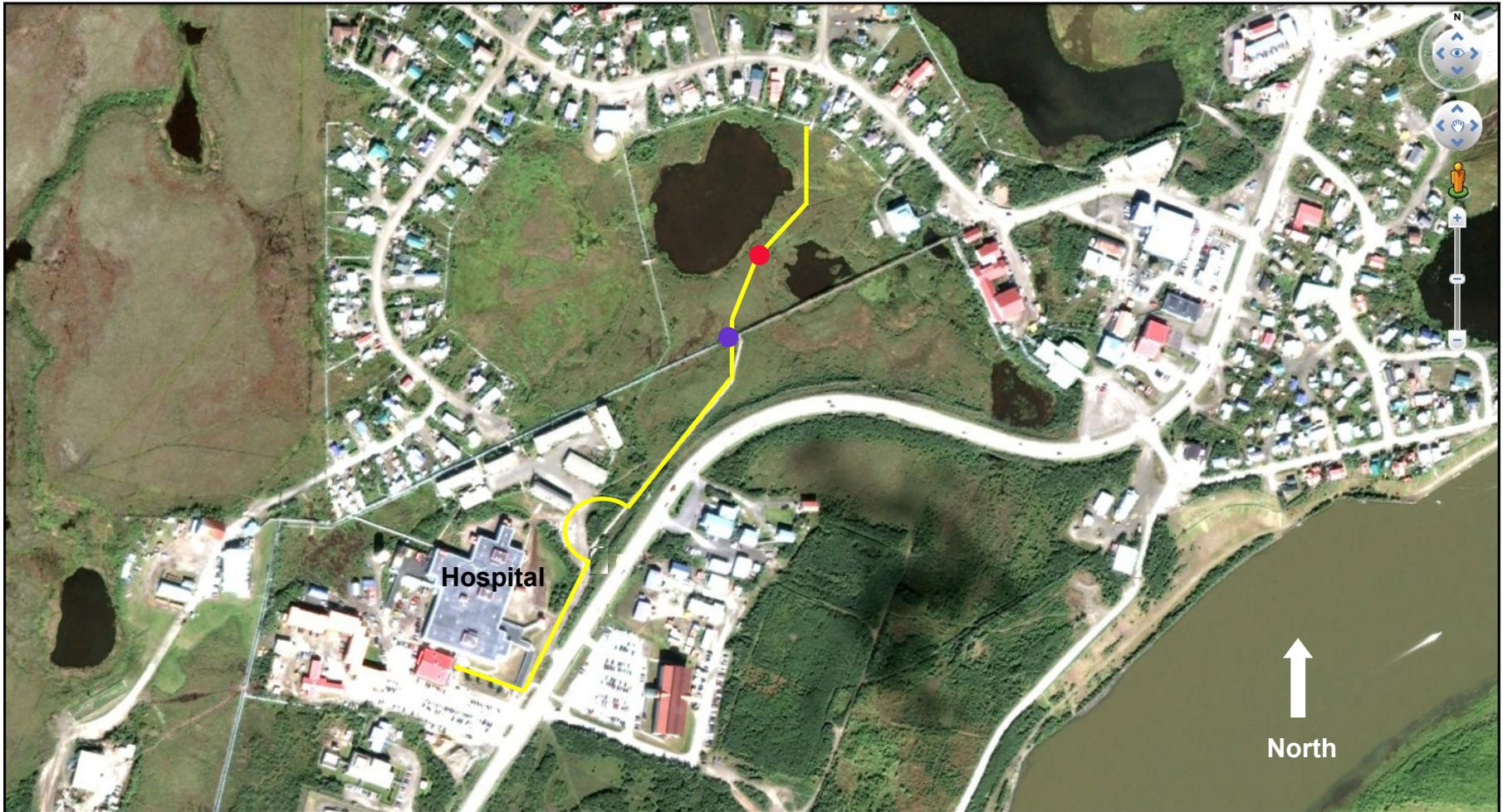
In a Memorandum of Agreement between the City and YKHC, YKHC agreed to provide \$80,001 in cash match for the City to receive \$319,999 in grant funds. The MOA also states that the City will maintain the trail on its property for 25 years. See MOA.

The City of Bethel completed an operation and maintenance plan for the trail.

A map of the proposed trail is attached.

## YK - City Sub Trail

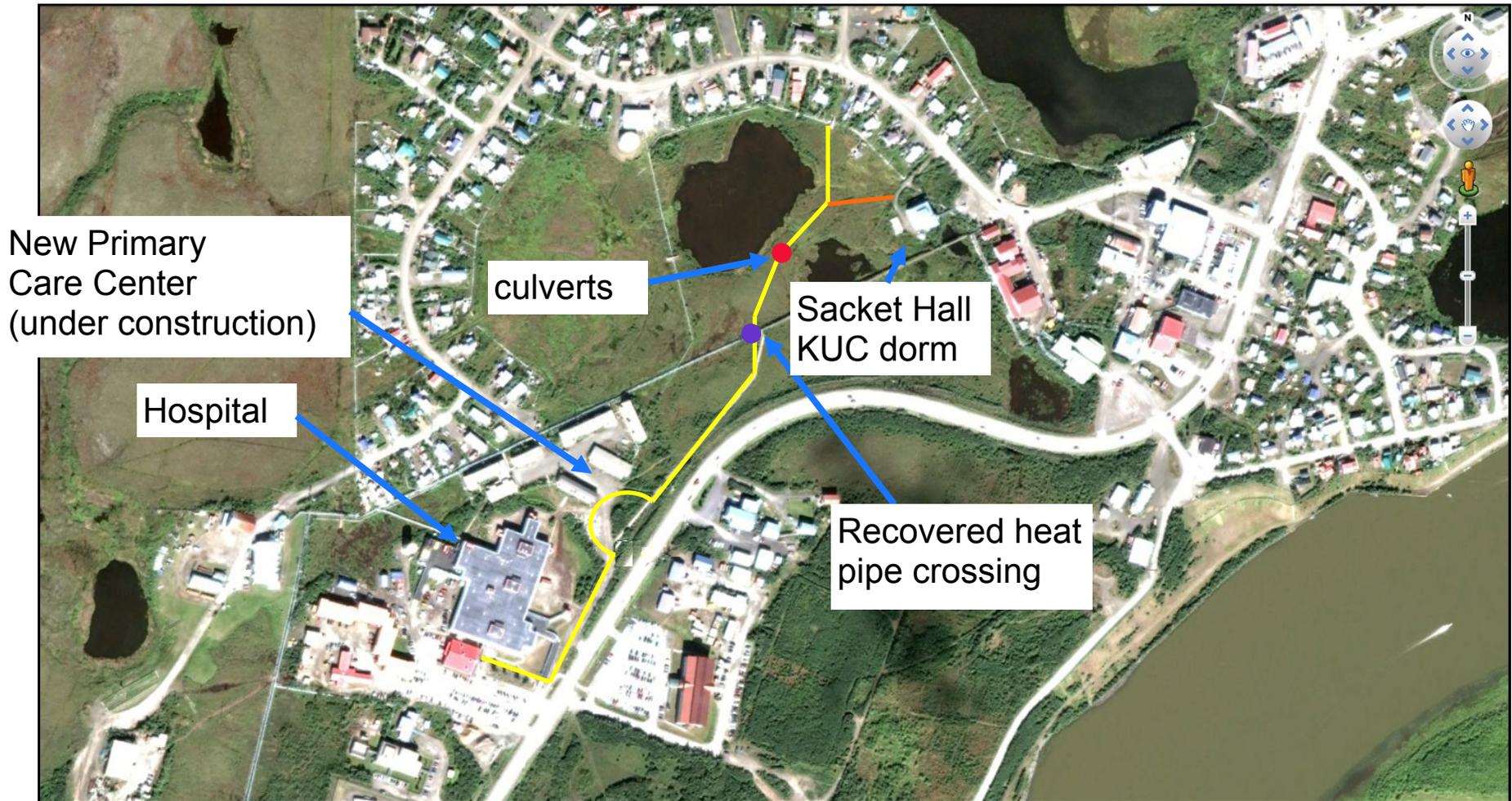
### - Gravel Trail Between Hospital and City Subdivision -



Trail starts at the front door of the hospital and goes around the hospital to connect with the Primary Care Facility and hospital housing area before venturing north off the YKHC property to City property where it crosses the recovered heat pipe ● and then goes between two tundra ponds ● to City Subdivision. A pre-treated wooden ramp will be constructed over the pipe and several culverts will be needed to traverse a short, muddy stretch between the ponds. ●

# YK City Sub Trail

## Gravel Trail Between Hospital and City Subdivision



Trail starts at the front door of the hospital and goes around the hospital to connect with the Primary Care Facility and hospital housing area before venturing north off the YKHC property to City property where it crosses the waste heat pipe ● and goes between two tundra ● ponds to City Subdivision. An ADA-compliant wooden bridge will be constructed to cross the 4 ft. high pipe and several culverts will be needed to traverse a short, muddy stretch between the ponds. ● Orange section — is a proposed modification to the route to satisfy more users. KUC is supportive.

**Memorandum of Agreement  
Between  
City of Bethel and Yukon Kuskokwim Health Corporation (YKHC)  
Boardwalk Trail**

**WHEREAS**, the City of Bethel (“City”) and the Yukon Kuskokwim Health Corporation (“YKHC”) desire to work together to develop safe trails in Bethel, especially trails that runs upon land owned by both entities;

**WHEREAS**, the City and YKHC, view the path between the hospital area and City Subdivision as a critical and necessary means of transportation for the citizens and visitors of Bethel;

**WHEREAS**, the proposed new trail would greatly benefit the neediest citizens of Bethel as well as those of the surrounding communities who often visit Bethel for necessary medical, dental, psychological care and other necessary services;

**WHEREAS**, the new gravel trail would provide access to countless individuals and would give them easy and safe access to: City Hall, the University, the hospital, the library, the Fire Department, the Prematernal Home, the Jail, the Juvenile Detention Facility, the Post Office, the movie theater, a sobering center and a soon to open alcohol treatment facility;

**WHEREAS**, collaboration by the two entities will be beneficial to those who live in and those who visit Bethel, a vast number of which are well below the poverty level and cannot afford to take taxicabs;

**WHEREAS**, the trail would increase the health of many and would increase safety by keeping individuals off the heavily traveled highway;

**WHEREAS**, a well-worn dirt pathway already exists, testifying to the heavy use expected from a new hardened trail over the trail stretch of tundra;

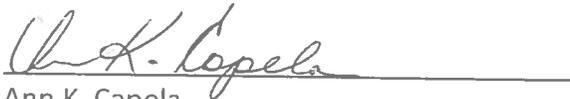
**WHEREAS**, both the City and YKHC are committed to a long-term collaboration arrangement to maintain the new trail;

**NOW THEREFORE**, the City of Bethel and the Yukon Kuskokwim Health Corporation agree as follows:

1. To collaborate together to maintain a trail running between the two properties (as outlined in the attached map) for a minimum of twenty-five (25) years from the date of construction completion;
2. Each party will maintain that portion of the trail that is on its property so that the trail is free of defects and can provide safe and effective passage for all pedestrians, even those on wheelchairs and those with mobility issues;
3. Maintenance shall be defined as keeping the trail in its originally constructed condition;

4. Each party agrees to post and maintain signage prohibiting motorized objects of any type or size from using the trail (with the exception of motorized wheelchairs);
5. Each party to enforce the above-mentioned rules on its property;
6. Effectiveness of this MOA is dependent on receipt of a Statewide Transportation Alternatives Program (ATAP) Grant;
7. Either party may terminate this MOA upon sixty (60) days written notice to the other party. However, should the trail be constructed with ATAP funds, termination of this MOA shall not be allowed for the first twenty-five years following construction of the trail.

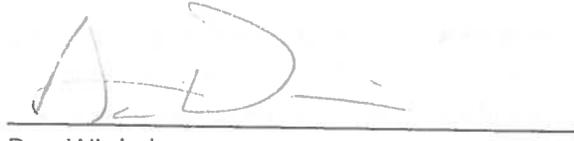
**CITY OF BETHEL**



Ann K. Capela  
City Manager

Dated: 6/29/16

**YUKON KUSKOKWIM HEALTH CORPORATION**



Dan Winkelman  
CEO/President

Dated: 6/29/16

# **YK to City Sub Trail**

## **Operation and Maintenance Plan**

**City of Bethel**  
**Updated: June 22, 2016**

**Effective: April 15 – October 15**  
**6 mos. or 26 wks.**

### **Goal**

The goal of the YK to City Sub Trail Operation and Maintenance Plan is to support the operation and maintenance of a safe, convenient, and easily accessible trail in Bethel. An effective operation and maintenance plan identifies what will be done, by whom, how often, and at what cost.

### **Trail Description**

The YK to City Sub Trail starts at the hospital front door and goes left down a sidewalk to the end of the driveway and then turns left and heads northeast, paralleling the highway. The trail veers left as a sidewalk, following another driveway to make a semi-circle before heading northeast in relatively straight line to exit YKHC property. The gravel trail will start on YKHC property and head northeast before heading north to a gradual ramp that crosses AVEC's recovered heat pipes. Once on the other side of the pipes, the ramp turns back to a gravel trail and then heads north between two tundra ponds to exit at Akiak Street. See map attached.

### **Operation**

The operation of this trail entails it being open for public use. The trail will be open after construction and upon placement of the "No Motor Vehicles" signs, one on each end of the trail. The trail will remain in operation as long as it appears safe and no problems with its use surface.

### **Maintenance**

The City of Bethel's Public Works Department, Property Maintenance Division (PMD), will be responsible for operating and maintaining the YK to City Sub Trail. The PMD currently consists of one foreman and three technicians year-round and four technicians during the winter months. The PMD has pickup trucks, one four-wheeler and trailer, and hand tools at its disposal.

The PMD will coordinate the use of heavy equipment for trail maintenance with other City Departments and/or Divisions. City-owned heavy equipment that might be used for maintenance includes: 5-ton roller, skid steer with attachments, dump truck, bull dozer, front-end loader, nodwell.

The City owns an 80-acre sand pit in which topsoil or sand can be drawn and used on the trail. The City typically purchases gravel in bulk and stores it on at the grounds of the Public Words building.

Schedule

The Property Maintenance Division will follow the schedule below during the active summer months (April 15 – October 15) to maintain the trail:

Frequency		Activity	Cost Per Event
Every week		Walk trail; perform visual inspection; converse with users.	\$16.61 (\$22/hr. salary + 51% benefits) * .5 hrs.
Respond to complaints		Respond to complaints from users; estimate work to be done; make notes.	\$16.61 (((\$22/hr. salary + 51% benefits) * .5 hrs.)
Every five years or as needed		Add gravel and fines; use roller to compact to 95%.	\$754 (((\$25/hr. salary + 51% benefits) * 8 hrs. * 2 workers) + \$150
As needed		Add gravel/gravel chips; add fill; repair boards; repair/replace helicals; replace signs.	\$406.76 (((\$22/hr. salary + 51% benefits) * 4 hrs. * 2 workers) + \$150

Assumptions	
# of complaint responses /yr. >	2
# for Every five years or as needed >	1
# of as-needed repairs /yr. >	1
Gravel price = \$60/ton	
Material cost for as needed repair = \$150, including gravel	

Annual In-Kind Cost	\$1,325.84
Annual Materials Cost	\$300.00
<b>Total</b>	<b>\$1,625.84</b>

**Records**

The Property Maintenance Division will keep records in manila folders on the work performed on this trail. Invoices, P-card statements, quotes, and notes are all part of the record to be kept.

## City of Bethel Action Memorandum

Action memorandum No.	17-08		
Date action introduced:	1-10-2017	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Approve the Mayor's re-appointment of Naim Sabani to the Public Safety and Transportation Commission for a term of three years.

Route to:	Department/Individual:	Initials:	Remarks:
	None		

Attachment(s): None

Amount of fiscal impact:		Account information:
X	No fiscal impact	

Action Memorandum 17-08 is sponsored by Mayor Robb, at the request of the City Clerk's Office.

The Public Safety and Transportation Commission seven full seated members and one alternate member. If re-appointment of Mr. Naim Sabani would continue as a seated member with a term expiration will be December 31, 2019,

Mr. Sabani is employed by Kusko Cab, and is the one industry representative (which is allowed by code) seated on the Commission.



Introduced by:	Peter Williams, City Manager		
Date introduced:	01/10/17	Date action taken	
Amended actions:			
Verified by:			

**CITY OF BETHEL CITY COUNCIL INFORMATIVE MEMORANDUM**

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TITLE: Monthly City Council Financial Report (Period through Nov 30, 2016)

Agenda Introduction Date: January 10, 2017

Originator: Hansel Mathlaw, Assistant Finance Director

Routed to:	Department	Signature/Date
✓	Administration	12/15/16
✓	Finance	12/15/16

REVIEWED BY MAYOR RICHARD ROBB: \_\_\_\_\_

FISCAL IMPACT:  yes \$ \_\_\_\_\_  no      FUNDS AVAILABLE  NA  yes  no

Account name/number: NA \_\_\_\_\_

Attachments: Monthly City Council Financial Report (Period through Nov. 30, 2016)

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**SUMMARY STATEMENT:**

The attached November 2016 Financial Report was prepared and distributed to Bethel City Council members for their review. This Action Memorandum helps document that the financial report was produced and disseminated to Bethel City Council members each month as required by the Water and Sewer Utility Best Practices Operation and Maintenance score criteria. The City must have a score greater than 60 in order to be approved to receive funding from the Environmental Protection Agency (EPA) provided through the Alaska Department of Environmental Conservation. The City is currently seeking EPA funds as part of the Sewer Lagoon Rehabilitation Project.



**CITY OF BETHEL  
FINANCIAL REPORT**

Bank & Investment Accounts  
As of November 30, 2016



CITY OF BETHEL  
FINANCIAL REPORT  
Bank and Investment Accounts

**A. Introduction**

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

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

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

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

**Summary of Cash and Investments as of November 30, 2016**

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

<u>Description</u>	Balance 10/31/2016	Balance 11/30/2016	Year-to-Date Increase (Decrease)
Wells Fargo-General/Sweep Accounts	9,662,816	10,597,475	\$ 934,659
Wells Fargo-Payroll Account			-
Wells Fargo-Asset Forfeiture Account (Police) *	5,435	5,435	0
Wells Fargo-Evidence Holding Account (Police) *	8,671	8,671	-
First National Bank CD (Lease Revenue Bond Reserve) *	** 450,557	* 455,814	5,257
Petty Cash-Finance	250	250	-
Petty Cash-Police	300	300	-
Petty Cash-Port	50	50	-
Petty Cash-Youth Center	70	70	-
Petty Cash-Recycling	-	-	-
Petty Cash-Public Works	-	-	-
<b>Total</b>	<b>\$0</b>	<b>\$10,128,148</b>	<b>\$11,068,064</b>
			939,916

\* - Restricted Funds

CITY OF BETHEL  
FINANCIAL REPORT  
Bank and Investment Accounts

**2. Investments held in the Central Treasury:  
As of November 30, 2016**

<u>Description</u>	Market Value 10/31/2016	Market Value 11/30/2016	Year-to-Date Increase (Decrease)
01-12700 Wells Fargo Investments	4,455,558	4,453,939	(\$1,619)
01-12800 Wells Fargo Investments (Lease Revenue Bond Pmt Acct)	\$319,757	\$0	-\$319,757
01-12900 Time Value Investments	\$1,018,546	\$1,011,357	-\$7,189
01-12500 Alaska Municipal League Investment Pool	\$155,093	\$155,143	\$50
<b>ot</b>	<b>\$5,948,954</b>	<b>\$5,620,439</b>	<b>(\$328,515)</b>

**3. Restricted Accounts \*  
As of November 30, 2016**

<u>Description</u>	Market Value 10/31/2016	Market Value 11/30/2016	Year-to-Date Increase (Decrease)
90-12600 Piper Jaffray Investments *	\$ 1,923,385	\$ 1,922,462	\$ (923)
40-12200 BATH Center Account *	4,977,784	4,977,821	37
52-12300 Deferred Seawall Maintenance Account *	1,882,459	1,880,372	(2,087)
52-12500 Pro Equities - Dock Deferred Maintenance *	611,700	611,700	0
<b>ot</b>	<b>9,395,328</b>	<b>9,392,355</b>	<b>(2,973)</b>

**TOTAL BANK AND INVESTMENT FUNDS ON HAND  
As of November 30, 2016**

<u>Description</u>	Balance 10/31/2016	Balance 11/30/2016	Year-to-Date Increase (Decrease)
Cash, Deposits, and Certificates of Deposit	\$10,128,148	11,068,064	\$939,916
Investments	\$5,948,954	5,620,439	(\$328,515)
Restricted Accounts	9,395,328	\$ 9,392,355	\$ (2,972.63)
<b>ot</b>	<b>\$25,472,430</b>	<b>\$26,080,858</b>	<b>\$608,428</b>

<b>Total Central Treasury and Unrestricted Funds as of 11/30/2016:</b>	<b>\$16,688,503</b>
<b>Total Restricted Funds as of 11/30/2016:</b>	<b>9,392,355</b>
	<b>\$ 26,080,858</b>

\* - Restricted Funds

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TAXES	3,771,561.85	3,771,561.85	8,405,000.00	4,633,438.15	44.9
STATE & FEDERAL REVENUES	860,364.59	860,364.59	1,678,906.00	818,541.41	51.3
CHARGES FOR SERVICES	122,662.25	122,662.25	165,500.00	42,837.75	74.1
RENTAL INCOME	1,320.00	1,320.00	3,000.00	1,680.00	44.0
LICENSES, PERMITS & FEES	246,891.89	246,891.89	656,900.00	410,008.11	37.6
OTHER FINANCING SOURCES	.00	.00	11,900.00	11,900.00	.0
MISCELLANEOUS	19,324.36	19,324.36	40,600.00	21,275.64	47.6
<b>TOTAL FUND REVENUE</b>	<b>5,022,124.94</b>	<b>5,022,124.94</b>	<b>10,961,806.00</b>	<b>5,939,681.06</b>	<b>45.8</b>
<u>EXPENDITURES</u>					
ADMINISTRATION	125,062.25	125,062.25	518,683.00	393,620.75	24.1
CITY CLERKS OFFICE	58,248.54	58,248.54	193,100.00	134,851.46	30.2
FINANCE	285,042.30	285,042.30	950,302.00	665,259.70	30.0
PLANNING	88,389.81	88,389.81	291,663.00	203,273.19	30.3
TECHNOLOGY DEPARTMENTS	176,909.26	176,909.26	539,008.00	362,098.74	32.8
CITY ATTORNEY'S OFFICE	68,766.45	68,766.45	200,025.00	131,258.55	34.4
FIRE DEPARTMENT	438,384.08	438,384.08	1,174,600.00	736,215.92	37.3
POLICE	787,397.27	787,397.27	3,149,120.00	2,361,722.73	25.0
PUBLIC WORKS-ADMIN	42,574.32	42,574.32	150,648.00	108,073.68	28.3
PW-STREETS & ROADS	696,421.08	696,421.08	1,882,568.00	1,186,146.92	37.0
PROPERTY MAINTENANCE	164,984.88	164,984.88	722,469.00	557,484.12	22.8
PARKS & REC/BYC	80,926.48	80,926.48	356,214.00	275,287.52	22.7
COMMUNITY SERVICE	61,182.90	61,182.90	176,320.00	115,137.10	34.7
IN KIND MATCH & TRANSFERS	.00	.00	1,021,230.00	1,021,230.00	.0
<b>TOTAL FUND EXPENDITURES</b>	<b>3,074,289.62</b>	<b>3,074,289.62</b>	<b>11,325,950.00</b>	<b>8,251,660.38</b>	<b>27.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>1,947,835.32</b>	<b>1,947,835.32</b>	<b>( 364,144.00)</b>	<b>( 2,311,979.32)</b>	<b>534.9</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

LAND PLANNING AND DEVELOPMENT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
DEPARTMENT 50	.00	.00	21,173.00	21,173.00	.0
TOTAL FUND EXPENDITURES	.00	.00	21,173.00	21,173.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	( 21,173.00)	( 21,173.00)	.0

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

PARKS DEVELOPMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
PARKS DEVELOPMENT	5,653.61	5,653.61	112,852.00	107,198.39	5.0
TOTAL FUND EXPENDITURES	5,653.61	5,653.61	112,852.00	107,198.39	5.0
NET REVENUE OVER EXPENDITURES	( 5,653.61)	( 5,653.61)	( 112,852.00)	( 107,198.39)	( 5.0)

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 42	2,323.56	2,323.56	.00	( 2,323.56)	.0
SOURCE 43	.00	.00	566,500.00	566,500.00	.0
TRANSFERS IN	.00	.00	606,200.00	606,200.00	.0
MISCELLANEOUS	187.78	187.78	.00	( 187.78)	.0
<b>TOTAL FUND REVENUE</b>	<b>2,511.34</b>	<b>2,511.34</b>	<b>1,172,700.00</b>	<b>1,170,188.66</b>	<b>.2</b>
<u>EXPENDITURES</u>					
LOCAL FUNDED EXPENDITURES	217,574.26	217,574.26	1,449,724.00	1,232,149.74	15.0
STATE FUNDED EXPENDITURES	( 232.07)	( 232.07)	.00	232.07	.0
<b>TOTAL FUND EXPENDITURES</b>	<b>217,342.19</b>	<b>217,342.19</b>	<b>1,449,724.00</b>	<b>1,232,381.81</b>	<b>15.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 214,830.85)</b>	<b>( 214,830.85)</b>	<b>( 277,024.00)</b>	<b>( 62,193.15)</b>	<b>( 77.6)</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
E-911 SURCHARGE	65,326.19	65,326.19	200,000.00	134,673.81	32.7
TOTAL FUND REVENUE	65,326.19	65,326.19	200,000.00	134,673.81	32.7
<u>EXPENDITURES</u>					
E-911 SERVICES	108,711.89	108,711.89	432,766.00	324,054.11	25.1
TOTAL FUND EXPENDITURES	108,711.89	108,711.89	432,766.00	324,054.11	25.1
NET REVENUE OVER EXPENDITURES	( 43,385.70)	( 43,385.70)	( 232,766.00)	( 189,380.30)	( 18.6)

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL SOURCES	.00	.00	12,657.00	12,657.00	.0
SOLID WASTE & RECYCLING	529,198.72	529,198.72	1,212,000.00	682,801.28	43.7
TOTAL FUND REVENUE	529,198.72	529,198.72	1,224,657.00	695,458.28	43.2
<u>EXPENDITURES</u>					
HAULED REFUSE	113,488.85	113,488.85	409,524.00	296,035.15	27.7
LANDFILL OPERATIONS	112,227.15	112,227.15	368,530.00	256,302.85	30.5
RECYCLING OPERATIONS	1,045.07	1,045.07	.00	( 1,045.07)	.0
TOTAL FUND EXPENDITURES	226,761.07	226,761.07	778,054.00	551,292.93	29.1
NET REVENUE OVER EXPENDITURES	302,437.65	302,437.65	446,603.00	144,165.35	67.7

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE FUNDING	.00	.00	252,751.00	252,751.00	.0
WATER	1,622,389.10	1,622,389.10	3,697,526.00	2,075,136.90	43.9
SEWER	1,021,766.61	1,021,766.61	2,550,030.00	1,528,263.39	40.1
MISCELLANEOUS	727.26	727.26	325,784.00	325,056.74	.2
MISCELLANEOUS	1,567.13	1,567.13	.00	( 1,567.13)	.0
<b>TOTAL FUND REVENUE</b>	<b>2,646,450.10</b>	<b>2,646,450.10</b>	<b>6,826,091.00</b>	<b>4,179,640.90</b>	<b>38.8</b>
<u>EXPENDITURES</u>					
UTILITY BILLING	60,894.99	60,894.99	187,019.00	126,124.01	32.6
HAULED WATER	484,502.88	484,502.88	1,769,489.00	1,284,986.12	27.4
PIPED WATER	148,293.09	148,293.09	457,327.00	309,033.91	32.4
BETHEL HTS WTR TREATMENT	178,927.21	178,927.21	694,235.00	515,307.79	25.8
CITY SUB WTR TREATMENT	172,350.19	172,350.19	599,031.00	426,680.81	28.8
HAULED SEWER	482,781.76	482,781.76	1,732,629.00	1,249,847.24	27.9
PIPED SEWER	231,593.19	231,593.19	728,756.00	497,162.81	31.8
SEWER LAGOON	36,240.93	36,240.93	125,679.00	89,438.07	28.8
<b>TOTAL FUND EXPENDITURES</b>	<b>1,795,584.24</b>	<b>1,795,584.24</b>	<b>6,294,165.00</b>	<b>4,498,580.76</b>	<b>28.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>850,865.86</b>	<b>850,865.86</b>	<b>531,926.00</b>	<b>( 318,939.86)</b>	<b>160.0</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTEREST & PENALTIES	( 11,708.97)	( 11,708.97)	12,000.00	23,708.97	( 97.6)
STATE FUNDING	.00	.00	15,500.00	15,500.00	.0
CHARGES FOR SERVICES	618,058.54	618,058.54	1,005,200.00	387,141.46	61.5
LEASE REVENUE	6,090.00	6,090.00	24,000.00	17,910.00	25.4
MISCELLANEOUS	14,702.50	14,702.50	45,000.00	30,297.50	32.7
TRANSFERS	.00	.00	300,000.00	300,000.00	.0
MISCELLANEOUS	( 18,114.63)	( 18,114.63)	13,000.00	31,114.63	(139.3)
<b>TOTAL FUND REVENUE</b>	<b>609,027.44</b>	<b>609,027.44</b>	<b>1,414,700.00</b>	<b>805,672.56</b>	<b>43.1</b>
<u>EXPENDITURES</u>					
DOCK EXPENDITURES	345,191.84	345,191.84	1,036,872.00	691,680.16	33.3
SMALL BOAR HARBOR	86,465.39	86,465.39	179,034.00	92,568.61	48.3
<b>TOTAL FUND EXPENDITURES</b>	<b>431,657.23</b>	<b>431,657.23</b>	<b>1,215,906.00</b>	<b>784,248.77</b>	<b>35.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>177,370.21</b>	<b>177,370.21</b>	<b>198,794.00</b>	<b>21,423.79</b>	<b>89.2</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LEASE INCOME	276,717.54	276,717.54	677,633.00	400,915.46	40.8
MISCELLANEOUS	1,502.02	1,502.02	37,761.00	36,258.98	4.0
TOTAL FUND REVENUE	<u>278,219.56</u>	<u>278,219.56</u>	<u>715,394.00</u>	<u>437,174.44</u>	<u>38.9</u>
<u>EXPENDITURES</u>					
LEASED PROPERTIES-MISC	.00	.00	2,450.00	2,450.00	.0
LEASED PROP-COURT COMPLEX	159,794.26	159,794.26	549,875.00	390,080.74	29.1
TOTAL FUND EXPENDITURES	<u>159,794.26</u>	<u>159,794.26</u>	<u>552,325.00</u>	<u>392,530.74</u>	<u>28.9</u>
NET REVENUE OVER EXPENDITURES	<u>118,425.30</u>	<u>118,425.30</u>	<u>163,069.00</u>	<u>44,643.70</u>	<u>72.6</u>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

EMPLOYEE GROUP HEALTH BEN.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
EMP GROUP BENEFITS REVENUES	637,684.62	637,684.62	2,024,688.00	1,387,003.38	31.5
TOTAL FUND REVENUE	637,684.62	637,684.62	2,024,688.00	1,387,003.38	31.5
<u>EXPENDITURES</u>					
EMPLOYEE GROUP HEALTH BENEFITS	524,626.63	524,626.63	2,283,815.00	1,759,188.37	23.0
TOTAL FUND EXPENDITURES	524,626.63	524,626.63	2,283,815.00	1,759,188.37	23.0
NET REVENUE OVER EXPENDITURES	113,057.99	113,057.99	( 259,127.00)	( 372,184.99)	43.6

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	.00	.00	80,580.00	80,580.00	.0
FEDERAL SOURCES	.00	.00	271,164.00	271,164.00	.0
CHARGES FOR SERVICES	12,286.00	12,286.00	33,000.00	20,714.00	37.2
MISC REVENUE	78,420.00	78,420.00	.00	( 78,420.00)	.0
<b>TOTAL FUND REVENUE</b>	<b>90,706.00</b>	<b>90,706.00</b>	<b>384,744.00</b>	<b>294,038.00</b>	<b>23.6</b>
<u>EXPENDITURES</u>					
TRANSIT SYSTEM EXPENDITURES	98,202.76	98,202.76	384,743.00	286,540.24	25.5
DEPARTMENT 51	88,125.00	88,125.00	.00	( 88,125.00)	.0
<b>TOTAL FUND EXPENDITURES</b>	<b>186,327.76</b>	<b>186,327.76</b>	<b>384,743.00</b>	<b>198,415.24</b>	<b>48.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 95,621.76)</b>	<b>( 95,621.76)</b>	<b>1.00</b>	<b>95,622.76</b>	<b>(95621</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL FUNDING	.00	.00	55,865.00	55,865.00	.0
CHARGES FOR SERVICES	259,051.98	259,051.98	1,109,995.00	850,943.02	23.3
TOTAL FUND REVENUE	259,051.98	259,051.98	1,165,860.00	906,808.02	22.2
<u>EXPENDITURES</u>					
VEHICLE & EQUIP MAINT	259,100.44	259,100.44	1,165,858.00	906,757.56	22.2
TOTAL FUND EXPENDITURES	259,100.44	259,100.44	1,165,858.00	906,757.56	22.2
NET REVENUE OVER EXPENDITURES	( 48.46)	( 48.46)	2.00	50.46	(2423.

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

FLEET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	.00	.00	643,000.00	643,000.00	.0
TOTAL FUND REVENUE	.00	.00	643,000.00	643,000.00	.0
<u>EXPENDITURES</u>					
FLEET REPLACEMENT-VEHICLES	248,599.00	248,599.00	405,000.00	156,401.00	61.4
TOTAL FUND EXPENDITURES	248,599.00	248,599.00	405,000.00	156,401.00	61.4
NET REVENUE OVER EXPENDITURES	( 248,599.00)	( 248,599.00)	238,000.00	486,599.00	(104.5)

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TRANSFERS	.00	.00	( 11,900.00)	( 11,900.00)	.0
MISCELLANEOUS	8,993.69	8,993.69	17,000.00	8,006.31	52.9
TOTAL FUND REVENUE	8,993.69	8,993.69	5,100.00	( 3,893.69)	176.4
NET REVENUE OVER EXPENDITURES	8,993.69	8,993.69	5,100.00	( 3,893.69)	176.4

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# *Mayor's Report*

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Members of the Bethel City Council,

I would like to object to the application for Marijuana Retail Store License #11702 submitted in Bethel, AK by The Green Tree, LLC on the following grounds:

1. The establishment would be less than 500 feet away from outer boundaries of the Bethel 4-H Youth Center, which is a recreation or youth center as referenced in 3 AAC 306.010.
2. The establishment would be less than 100 feet away from Pinky's Park, which is a public park as referenced in 3 AAC 306.360. Although this section only relates to advertising, it should be considered that Pinky's Park contains a skate park, a playground, an athletic field/baseball diamond, and is a place for youth to recreate and associate.
3. The establishment is at the end of a one lane dead end road. This could potentially be a life/safety issue in the event of a fire.

Thank you.

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# ***City Manager's Report***

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## CITY OF BETHEL

P.O. Box 388  
Bethel, Alaska 99559  
Ph. (907) 545-4150  
Fax (907) 543-3817

# MEMORANDUM

DATE: Dec. 13, 2016 to January 3, 2016

TO: City Council

FROM: Peter Williams, Acting City Manager

RE: Managers' Report

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## PROJECTS

**Sewer Lagoon/Jetty-** Contract for a project manager was completed. Reviewed the funding for the water and sewer trucks along with trying to understand what agencies are responsible for what. There are separate agreements from the agencies involved that need reviewing. We received the DEC/VSW agreement last week and another from SDS/HIS is still needed. ADEC resented us with a list of conditions that we are working on.

**IC Corridor-** COB and YKHC, BNC personnel walked the new route of the pipeline to go over their concerns. The PM will produce a preliminary design and we will use that for the MOA with BNC regarding any changes to BNC property.

**Port Ops. and Comm. Ctr. -** Design is 95% complete. PM and City Attorney are working on the contract that will be used for construction services. A RFP for construction should be ready shortly.

## ADMIN.

Asked Dept. Heads to forward any questions their employees might have concerning any issues with the upcoming union negotiations. I have started to gather and review material from the last time the COB and APEA negotiated current the agreement. Conveyed to them that it was time to start getting ready for FY-18 budget and to list any Capital projects that they feel are needed. The Bethel Comp Plan needs to be updated. Dept. Heads and myself will review Title III at our Dept Head meeting on Jan. 5.

The Pub. Wks. Director and myself have discussed the personnel needs of the PW Dept. I bring this up because there has seem to be lot discussion outside of the department and I want everyone to be aware that we working on resolving some

Park and Rec personnel will be eventually working in the parks when the season starts. The need for a foramen in V&E is being addressed. I'll be thinking how to address the Port Directors position and the other positions in that Dept. I would like to have plan put together by March 1<sup>st</sup>. I feel the PW director has hit the ground running. I've also expressed that he includes the Public Safety Committee for their comments and support. All of the water and sewer are working.

**Transit-** I've tried but I've been unable to contact Buck Consultants regarding the Termination Study. The Transit Manger would like Council's blessing to sign a placeholder with the grantor for three buses. Please read the transit mangers report.

**Finance Dept.-** Received the Fy-15 Audit and have attached letter to this report from Altman Rodgers. I've contacted Altman-Rodgers and Carmen Jackson about how we could smooth out the process to produce the FY-16 audit. I've requested that I be kept in the loop during the process, e-mails and etc. The Acting Finance Director is on vacation till Jan 10<sup>th</sup>. Contacted Jim Chevigny on Dec 31, he is in Seattle. I will try to see if Caselle has a model they use for demonstration purposes to sell their program for him to review. He plans to be here at the end of January. I'll start to look for contacts for housing for him. He expressed interest in the auditors Letter to the Board and discussions about improving the process for completing the FY-16 audit.

**Parks and Recs.-** YKFC has submitted the Maintenance, Policy and Procedures Plans. They are still working on the budget. They having a problem with the projections used last year. I'll go over that with them hopefully this week.

December 13, 2016

Members of the City Council  
City of Bethel  
Bethel, Alaska

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining funds information of City of Bethel (the City) as of and for the year ended June 30, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, and OMB Circular A-133, and the State of Alaska Audit Guide and Compliance Supplement for State Single Audits, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 25, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Accounting Policies and Transactions

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note I to the financial statements. As described in Note XIV to the financial statements, the City implemented the Government Accounting Standards Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No. 27 and GASB No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date – an Amendment of GASB Statement No. 68*, which, among other accounting and reporting criteria, requires the City to recognize its proportionate share of the Net Pension Liability attributable to the Public Employees' Retirement System and related deferred inflows and outflows of resources. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the government wide financial statements were:

Government-wide, Business-type Activities and Enterprise Funds Opinion Units

Management's estimate of the useful lives and depreciation is based upon the expected life of an asset. We evaluated the key factors and assumptions used to develop the useful lives and depreciation expense in determining that it is reasonable in relation to the financial statements as a whole.

Management's estimates of the City's proportionate share of the collective net pension liability and related deferred outflows and inflows of resources are based on information furnished by the State of Alaska and actuarial reports generated during the audit of the Public Employees' Retirement System. The amortization of these deferrals is based on guidance provided by the Governmental Accounting Standards Board. We evaluated the key factors and assumptions used to develop the estimates of the City's proportionate share of the collective net pension liability and deferred outflows and inflows of resources and related amortization in determining that it is reasonable in relation to the financial statements as a whole.

#### Business-type Activities and Enterprise Funds Opinion Units

Management's uses estimates to calculate the liability for the closure and post closure of the landfill. These estimates are based on engineering surveys. We evaluated the key factors and assumptions used to develop the estimated liability for the closure and post closure activities of the landfill to determine its reasonableness in relation to the financial statements taken as a whole.

#### All Opinion Units

Management's estimate of the allowance account on accounts receivable is based on historical collections and collectability of customer balances. We evaluated the key factors and assumptions used to develop the allowance account in determining that it is reasonable in relation to the financial statements taken as a whole.

#### Financial Statement Disclosures

The financial statements disclosures are neutral, consistent, and clear.

#### Difficulties Encountered in Performing the Audit

We encountered significant delays in receiving required audit documentations, which resulted in significant delays in completing our audit.

#### Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The following material misstatements detected as a result of audit procedures were corrected by management:

- \$35,275 adjustment to accrue bond interest payable within the business type activities.
- \$3,603 adjustment to record depreciation expense within the business type activities.
- \$1,377 adjustment to record depreciation expense within the internal service fund
- \$1,188,264 adjustment to reverse FY15 PERS on-behalf within the business type activities.
- \$42,985 adjustment to record deferred revenue as payable due back to the State of Alaska within the governmental type activities.
- \$29,100 adjustment to bad debt expense within the business type activities.
- \$40,239 adjustment to record depreciation expense within the business type activities.

- \$3,236,436 adjustment to record the cumulative effect of GASB 68 in the current year within the business type activities.
- \$45,777 adjustment to record amortization of deferred inflow of pension of the current year within the business type activities.
- \$578,680 adjustment to record current year change to pension expense within the business type activities.
- \$123,562 adjustment to record current year SOA pension expense on-behalf within the business type activities.
- \$20,608 adjustment to record deferred pension inflow and liability within the business type activities.
- \$470,796 to adjust allowance for doubtful accounts in the general fund.

Summarized below are misstatements that management has determined to be immaterial, both individually and in the aggregate, to the financial statements as a whole. These misstatements were not corrected by management:

- Understatement of cash due to reconciliation discrepancy in the amount of \$11,393 in the general fund.
- Overstatement of Accounts payable in the amount of \$8,432 for checks incorrectly expensed to fiscal year 2016 and \$12,900 incorrectly expensed to fiscal year 2017 in the general fund.
- Overstatement of expenses in the amount of \$10,708 in the Employment Health Group.
- Understatement of accrued leave in the amount of \$13,424 in the general fund.
- Understatement of Depreciation expense in the amount of \$8,934 in the Municipal Dock fund.

#### Disagreements with Management

For the purposes of this letter, a disagreement with management is a financial accounting, reporting or auditing matter, whether or not resolved to our satisfaction that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of the audit.

#### Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 13, 2016.

#### Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### Internal Controls

See the June 30, 2015 financial statements, compliance reports for the definition and description of deficiencies, significant deficiencies, material weaknesses and any reported findings.

#### Accounting Assistance

As part of our engagement we drafted the basic financial statements of the City from the City's accounting records; however, management of the City was involved in the drafting process and retains responsibility for the basic financial statements.

#### Other Audit Findings or issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### Grant Reform

The Office of Management and Budget recently published final guidelines on grant reforms, which went into effect on December 26, 2015. The new threshold for federal audits was raised from \$500,000 to \$750,000. Included in the new guidelines are significant reforms to administrative requirements, cost principles, requirements for risk assessment, standards for financial and program management, subrecipient monitoring and audit requirements. Written policies are strongly encouraged and the lack of written policies may result in compliance findings.

Procurement standards will require entities to have strong policies preventing organizational conflicts of interest which will be used to protect the integrity of procurements under federal awards and subawards. For Internal Controls, institutions must establish and maintain effective internal controls over federal awards, and the controls should be in compliance with guidance in *Standards for Internal Control in the Federal Government* issued by the Comptroller General of the United States and the *Internal Control Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Nonfederal entities will also need to take reasonable measures to safeguard protected personally identifiable information.

These new requirements will be for all new awards obtained after December 26, 2015 and will be subject to the new guidelines under the audit for the year ended June 30, 2016. We encourage management to review these new guidelines and establish written policies and procedures to remain in compliance with all new requirements related to this grant reform.

#### Supplementary Information Accompanying the Financial Statements

We applied certain limited procedures to the, Budgetary Comparison Schedules, and Schedules of the City's Share of Net Position Liabilities and Contributions for the Public Employees' Retirement System, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the information listed in the table of contents as "Additional Supplementary Information", which includes the Nonmajor Governmental Funds: Combining Balance Sheet and Combining Statement of Revenues, Expenditures, and Changes in Fund Balances; General Fund: Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance; Nonmajor Special Revenue Funds: Schedules of Revenues, Expenditures and Changes in Fund Balances (Deficits)– Budget and Actual (where applicable); Proprietary Funds: Statements of Net Position, Statements of Revenues, Expenses and Changes in Net Position, and Statements of Cash Flows, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This communication is intended solely for the information and use of management, members of the governing board and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

*Altman, Rogers & Co.*

Anchorage, Alaska

### Holiday Schedule

Below is a listing of our planned holiday closures for the remainder of 2016 and the beginning of 2017.

- Christmas Eve: 12/24/16 Open 9am-4pm**
- Christmas Day: 12/25/16 Closed**
- New Year's Eve: 12/31/16 Open 9am-4pm**
- New Year's Day: 1/1/16 Closed**
- Easter: 4/16/16 Open 2pm-9pm**

### Logo Contest

We received 3 entries for the logo contest. The entries, shown below, will be judged by the Parks & Recreation Committee. Results will be posted as soon as a decision has been made.



### Staffing

Registration is open for the Lifeguard training and Instructor Training classes being offered during the school break to hopefully expand the pool of available candidates for these positions.

**BECOME A LIFEGUARD!**

December Class At the YK Fitness Center

Register online at [ykfitness.org](http://ykfitness.org), at the YKFC desk or call 543-0390

Class Fee: register before 12/15 = \$135, register 12/15 or after = \$150

**Pre-Course Test: Thursday, 12/22, 6-8pm**

**Class Dates: Tue-Fri, 12/27-30, 10am-6pm**

To be eligible for certification Candidates MUST be at least 15 years old, pass pre-course testing and attend all classes

**Pre Course Test:**

- Swim 300 yards of Freestyle or Breast Stroke without stopping
- Tread Water 2 mins with legs only
- Swim 20 yards, Retrieve 10lb brick, swim with both hands on brick 20 yards in 1:40.

Not sure if you can pass the pre-test?  
Come to our FREE assessment 12/2 from 6-7pm!

Email questions to [stacey.reardon@hfit.com](mailto:stacey.reardon@hfit.com)

**Love swimming?**

**Become a swim instructor!**

**American Red Cross**

**Take our Water Safety Instructor Course where swimmers become instructors!**

**Pre-Test:**

- Friday, 12/23, 5:30-8:30pm

**Classes:**

- Tue-Fri, 1/3-1/6, 9:30am-6:30pm

**Class Fee:**

Register before 12/15 = \$150  
Register 12/15 or after = \$175

Not sure if you can pass the pre-test?  
Come to our FREE assessment 12/3 from 6-7pm!

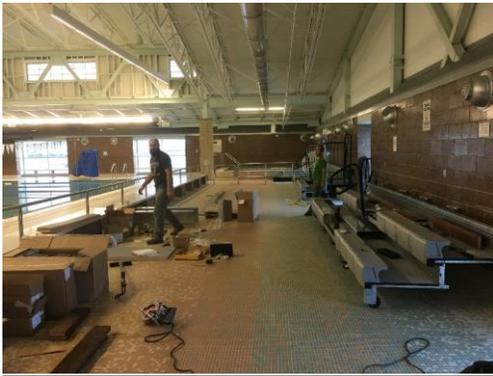
To be eligible for certification, candidates MUST: be at least 16, pass pre-course testing and attend all classes.

Pre-requisites: To participate in this course swimmers must:

- Be at least 16 years old
- Be able to swim 1 length of the pool of:
  - Freestyle
  - Backstroke
  - Breaststroke
  - Elementary Backstroke
  - Sidestroke
  - Butterfly
- Float on Back 3 min
- Tread Water 1 minute

## Equipment

Bleachers: The new bleachers were installed 11/9/16.



## Facility Maintenance

Water Usage On November 29<sup>th</sup> we completed a backwash of the pool and had difficulty getting the valves properly closed resulting in a water loss of approximately 18,500 gallons. In conversation with Bill Arnold and review of the placement and accessibility of the valves he has recommended replacing the levers used to open and close the valves with levers that will allow for more force to be placed on the valves during closing which should allow us to assure the valves properly seat into the closed position. We are currently working to have these replacement levers developed.

We are also looking into installing a flow meter on the backwash pipe which will allow us to see when water is flowing through the backwash pipe. Currently the only way we know water is flowing is by reading the water meter which does not allow for us to immediately view of water movement, we have to wait to see if water flow is faster than normal.

Warranty Maintenance: We are still waiting on parts to be delivered so warranty work can be completed.

- Fixing Leaking windows in the concessions area, conference room and director's office
  - Currently waiting on parts delivery
- Fixing Leaking roof
  - Currently waiting on parts delivery
- Fixing malfunctioning locking mechanism on facility front doors
  - Problem has been identified and parts ordered

Routine Maintenance:

- Backwashed Spa 11/5
- Backwashed Pool 11/7 & 11/29
- Lubricated scale and leg extension machine 11/4

Corrective Maintenance:

- Turned up radiant floor heating to full to account for low external temperatures.
- Increased Temperature in pool interstitial space to allow pool to remain at set temps during while external temps remained low.

- Deep cleaned sensors on hand dryer in Women’s Bathroom.
- Adjusted bent locking mechanism on locker 48 in women’s locker room to allow door to properly close and be locked.
- Received and Installed new parts on pool UV system

**Programming**

Fitness and Aquatic Classes: The Fall 2 session of fitness and aquatic classes runs through December 18<sup>th</sup>.

Rentals: November rentals included 7 parties, 9 hours of studio rental time and 13 hours of Conference Room rental time.

**Marketing**

Website: new facility website is live and we continue to populate content.

Facebook: We continue to utilize the facebook page for sharing facility information.

Radio: Our Program Manager, Shadi Rabi, continues to call into KYUK on Friday mornings. Additionally, we are reaching out to the station with information to share on Tundra Drums. We have also shared information with KYKD.

**Facility Utilization**

Facility Check-In: Facility Check-In numbers represent the total number of patrons who visited the facility and are based on a compilation of the number of members who checked-in, the number of daily passes sold and the number of participants in programs, activities, rentals and special events. These numbers represent facility visits, not individuals as most individuals visit the facility multiple times.

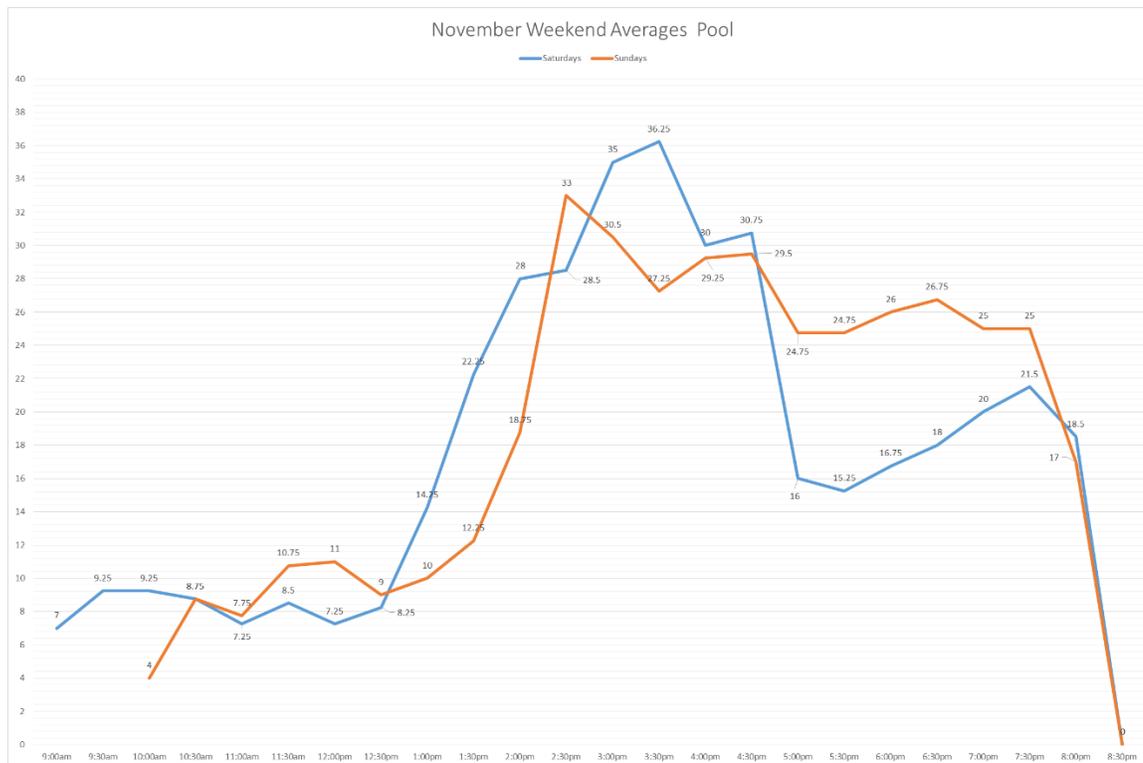
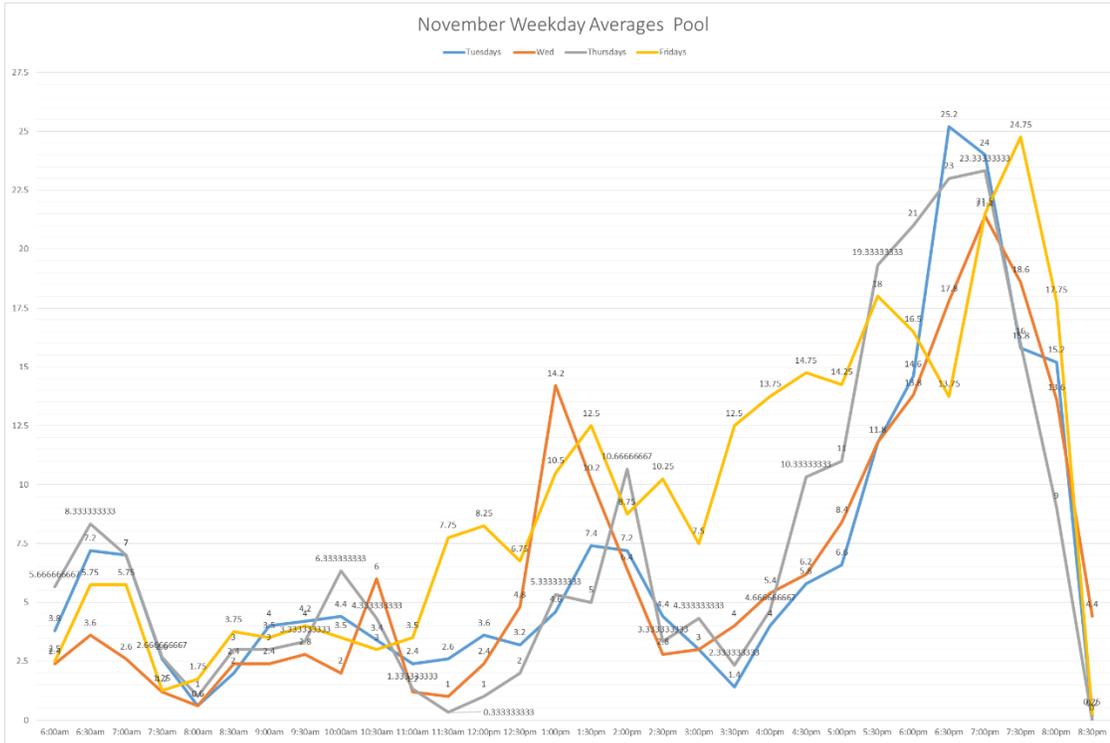
Facility Check-In	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total
Member Checkins	1,830	2,134	2,227	2,333	2,047								10,571
Daily Admissions	1,189	1,095	833	827	979								4,923
Rentals	25	105	186	150	162								628
Events	0	30	0	100	0								130
Fitness Programming	64	12	75	101	123								375
Aquatics Programming	0	220	258	309	283								1,070
Monthly Totals	3,108	3,596	3,579	3,820	3,594	0	0	0	0	0	0	0	17,697

The above facility utilization rates include several groups from LKSD who utilized the pool for recreation.

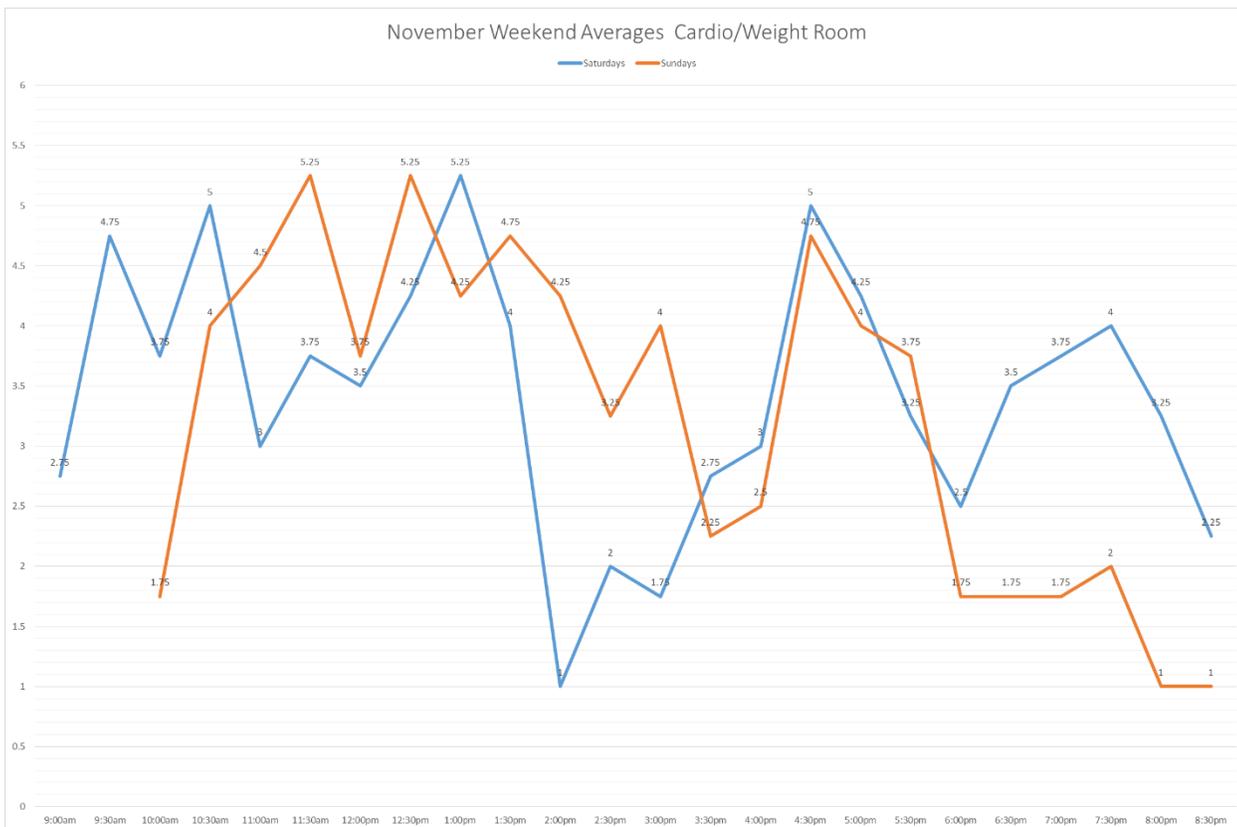
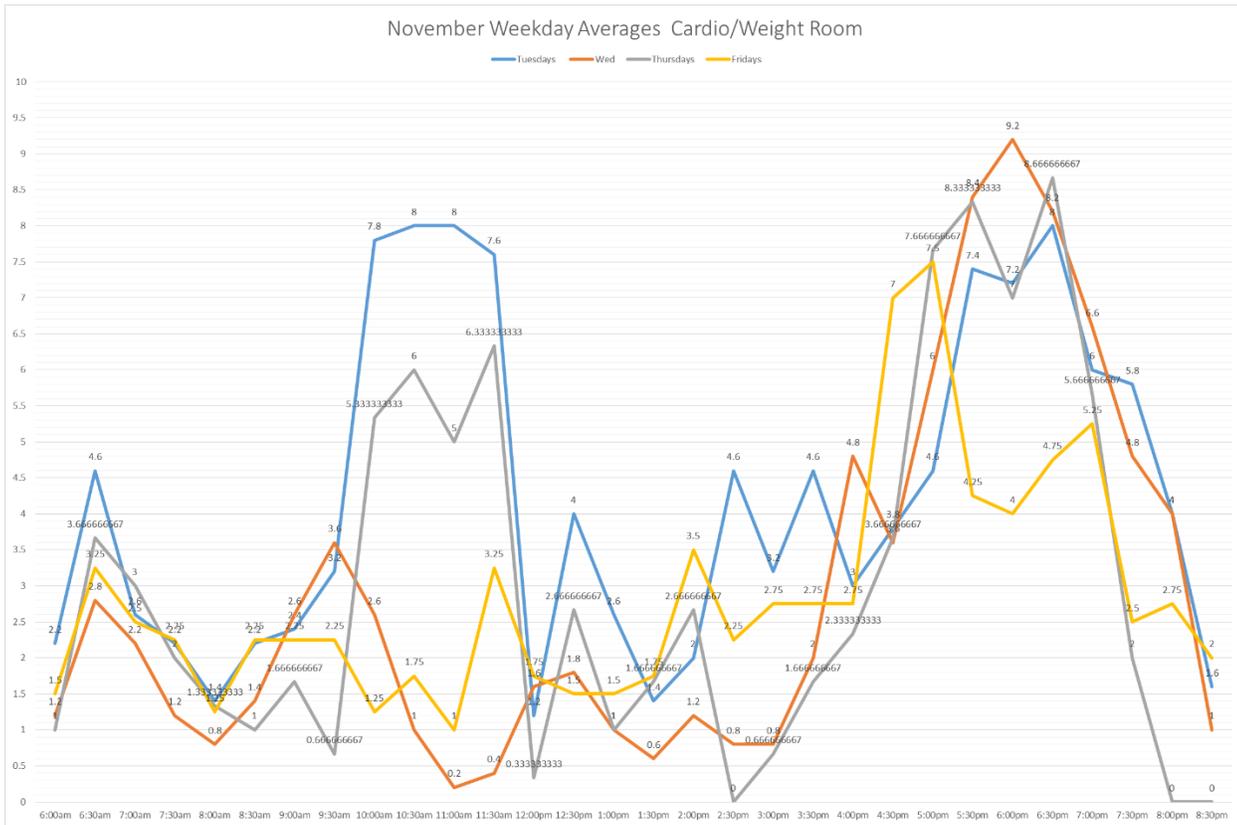
Group Name	School	Head Staff Name	#Staff	#Students
BRHS Swim Class Make up	Bethel Regional High School	Ellsworth	1	4
BRHS Swim Class Make up	Bethel Regional High School	Ellsworth	1	4
Speech Team	Kipnuk School and Chefornek School	Corbin Gieck and Erin Bernard	2	8
Intensive Needs/SPED Class	Gladys Jung	Mr. Garcia	7	7
Robotics Team	Chefornek and Tooksook Bay	Srah Lucas, Thersa Schallhorn	3	11

**Area Usage:** Count of the number of individuals in each area at the top and bottom of each hour. Showing trends and patterns of area usage, these numbers are not an accurate reporting of the overall number of patrons using the facility as patrons who remain in any area for more than 30 minutes are counted more than once. The below charts show average number of users for each area, by day of the week, per 30 minute period.

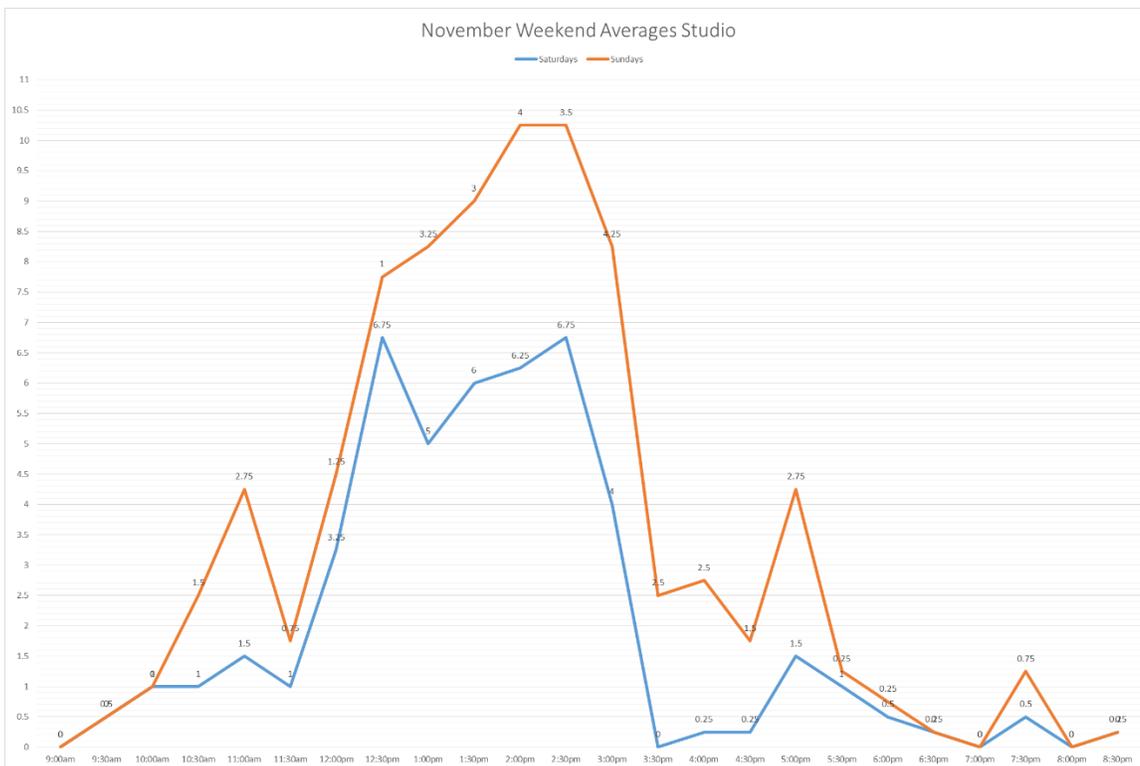
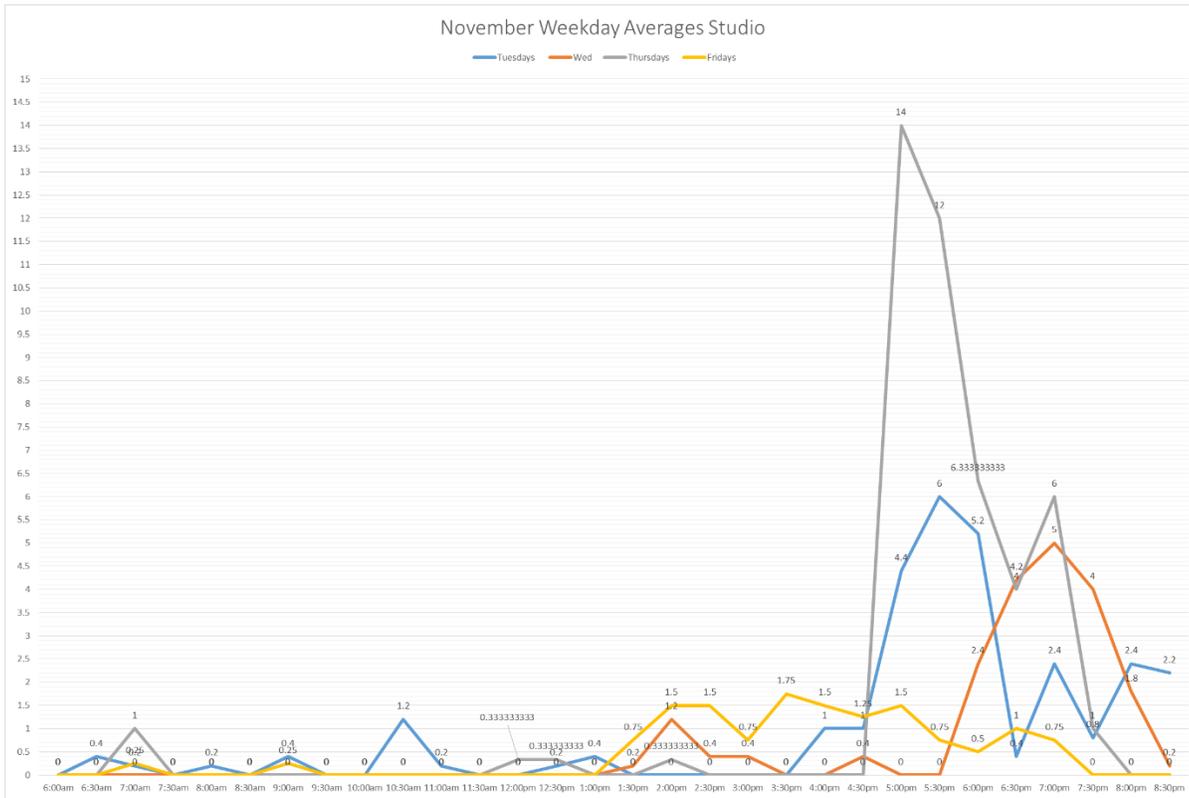
**Pool:**



### Cardio/Weight Room



### Studio



Concessions

Concessions	Number of Sales by Item					Annual Total	Value of Sales per Item					Annual Total
	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16		Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	
4oz juice					7	7					\$3.55	\$3.55
Apple Sauce				1		1			\$1.89			\$1.89
Big Pickle	3	3	1	4	4	15	\$7.08	\$4.25	\$1.42	\$5.68	\$5.68	\$24.11
Bottle Water	88	82	43	59	29	301	\$208.97	\$154.87	\$81.23	\$111.39	\$54.79	\$611.25
Breakfast Sandwich					2	2					\$8.96	\$8.96
Burrito	3	2	4	15	12	36	\$14.25	\$6.60	\$13.20	\$49.51	\$39.60	\$123.16
Candy	88	51	51	56	35	281	\$174.42	\$96.32	\$96.32	\$124.09	\$82.59	\$573.74
Chicken Nuggets	36	14	11	11	16	88	\$116.61	\$44.00	\$36.31	\$36.30	\$50.44	\$283.66
Chips	110	73	98	118	115	514	\$275.00	\$182.50	\$231.63	\$278.43	\$271.33	\$1,238.89
Corn Dog	30	28	30	26	31	145	\$82.50	\$72.56	\$77.79	\$67.43	\$80.41	\$380.69
Crackers	3	8	10	12	7	40	\$1.50	\$9.44	\$11.80	\$14.16	\$8.26	\$45.16
Cup of Noodles				1	12	13				\$2.36	\$28.32	\$30.68
Cupcakes-2 pack	4			4	19	27	\$11.32			\$11.32	\$53.77	\$76.41
Extra Cheese	5	5	14	20	5	49	\$3.75	\$3.75	\$9.98	\$14.17	\$3.55	\$35.20
Extra- Chill		3				3		\$2.25				\$2.25
Fruit Snacks	34	4	8	5	3	54	\$48.25	\$7.55	\$15.10	\$9.43	\$5.65	\$85.98
Gatorade	98	125	124	114	125	586	\$392.00	\$500.00	\$469.65	\$430.00	\$471.44	\$2,263.09
Granola Bars	17	31	31	31	33	143	\$25.17	\$43.98	\$43.94	\$42.52	\$46.77	\$202.38
Halloween Candy				12	5	17				\$12.00	\$4.71	\$16.71
Hot Dogs	43	43	22	24	37	169	\$155.78	\$152.20	\$77.85	\$84.94	\$130.96	\$601.73
Hot Pocket		18	18	23	16	75		\$63.00	\$63.63	\$81.39	\$56.64	\$264.66
Hot Wings					3	3					\$11.31	\$11.31
Jalapeno Poppers			6	3	13	22			\$19.81	\$9.91	\$42.91	\$72.63
Jalapenos			2			2			\$1.50			\$1.50
Large Coffee			1	12	39	52			\$1.89	\$22.66	\$73.68	\$98.23
Large Hot Chocolate-2 packets			1	2	10	13			\$1.89	\$3.78	\$18.89	\$24.56
Large Juice	69	68	33	20	17	207	\$270.52	\$256.43	\$124.42	\$75.46	\$64.13	\$790.96
Mac&Cheese		2	5	1	3	11		\$7.00	\$16.50	\$3.30	\$9.90	\$36.70
Muffin		29	29	18	20	96		\$79.75	\$81.91	\$48.11	\$56.60	\$266.37
Nachos	69	101	96	159	69	494	\$310.50	\$454.50	\$430.17	\$739.47	\$325.59	\$2,260.23
Nutella &Go pack		10	1			11		\$30.00	\$2.83			\$32.83
Oatmeal		9	11	3	19	42		\$12.76	\$15.56	\$4.25	\$26.92	\$59.49
Pancake/Sausage stick					4	4					\$9.44	\$9.44
Peanut butter crackers	11	3	7	6		27	\$16.50	\$4.50	\$10.01	\$8.51		\$39.52
Pizza	19	31	27	38	40	155	\$104.50	\$160.89	\$140.13	\$197.22	\$207.60	\$810.34
Popcorn		2	2	6	1	11		\$2.36		\$7.07	\$1.18	\$10.61
Prope! Water			25	57	63	145			\$64.77	\$147.76	\$163.25	\$375.78
Pudding Cup		5	2	5	4	16		\$7.50	\$2.84	\$7.10	\$5.67	\$23.11
Salted Peanuts	2	2				4	\$4.00	\$4.00				\$8.00
SanPellegrino	14					14	\$40.98					\$40.98
Small Coffee	19	34	41	34	33	161	\$23.40	\$40.12	\$48.38	\$40.11	\$38.93	\$190.94
Small Hot Chocolate-1 packet		24	26	12	38	100		\$28.32	\$30.68	\$14.16	\$44.84	\$118.00
Small Juice	14	52	58	79	92	295	\$28.00	\$104.00	\$110.30	\$149.13	\$173.65	\$565.08
Soft Pretzels	17	169	185	204	172	747	\$59.50	\$591.50	\$654.54	\$752.23	\$648.82	\$2,706.59
String Cheese					10	10					\$11.79	\$11.79
Trail Mix	3	9	9	16	5	42	\$6.62	\$19.08	\$19.11	\$33.94	\$8.51	\$87.26
Vitamin Water	1	1	22	34	20	78	\$3.77	\$3.77	\$82.96	\$128.23	\$75.44	\$294.17
Yogurt		1	1			2		\$2.36	\$2.36			\$4.72
<b>Total</b>	<b>800</b>	<b>1042</b>	<b>1055</b>	<b>1245</b>	<b>1188</b>	<b>5330</b>	<b>\$2,384.89</b>	<b>\$3,152.11</b>	<b>\$3,092.41</b>	<b>\$3,769.41</b>	<b>\$3,426.47</b>	<b>\$15,825.29</b>

Proshop

Pro-Shop	Number of Sales by Item					Annual Total	Value of Sales per Item					Annual Total
	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16		Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	
Adult Goggles	24	5	5	43	19	96	\$432.00	\$90.00	\$56.60	\$486.76	\$215.08	\$1,280.44
Adult Silicon Swim Cap			2	4	1	7			\$18.86	\$37.72	\$9.43	\$66.01
Animal Kids Goggles	38	29	16	23	29	135	\$285.00	\$175.00	\$77.18	\$108.55	\$136.81	\$782.54
Arm Floats				8	4	12				\$30.18	\$15.09	\$45.27
Beach Balls	2		3	4	1	10	\$6.00		\$5.78	\$7.55	\$1.88	\$21.21
Beach Towel	2	5	1	16	3	27	\$36.00	\$50.00	\$10.00	\$150.94	\$28.29	\$275.23
Boys Swim Trunks	25	14	8	24	11	82	\$575.00	\$319.00	\$154.35	\$452.86	\$207.57	\$1,708.78
Camelbak eddy Water Bottle		1	4	2		7		\$25.00	\$95.74	\$47.17		\$167.91
Critter Silicon Swim Cap	5	2		1	2	10	\$60.00	\$20.00		\$7.55	\$15.10	\$102.65
Dive Rings, Sticks or Discs	3	8	8	3	11	33	\$27.00	\$40.00	\$38.31	\$14.16	\$51.89	\$171.36
Diving Sticks	2	2				4	\$18.00	\$18.00				\$36.00
Ear plugs	15	15	17	11	16	74	\$71.25	\$41.00	\$33.00	\$20.78	\$30.24	\$196.27
Flip Flops	3	2		2	6	13	\$15.75	\$8.00		\$7.54	\$22.63	\$53.92
Fun Kids Kickboards	4	5	2	7	4	22	\$56.00	\$66.00	\$19.44	\$66.04	\$37.74	\$245.22
Girls One Piece Suit	21	8	6	19	15	69	\$588.00	\$200.00	\$116.61	\$358.53	\$283.05	\$1,546.19
Goggle Mask				1	2	3				\$14.15	\$28.30	\$42.45
H2O Dumbbells		1				1		\$15.00				\$15.00
Hand Paddles	2			1		3	\$18.00			\$7.55		\$25.55
Head Phones	2	4		1	5	12	\$14.00	\$22.00		\$4.72	\$23.60	\$64.32
Junior Goggles	4	48	62	39	21	174	\$32.00	\$480.00	\$600.10	\$367.81	\$198.08	\$1,677.99
Lip Balm				1		1				\$2.36		\$2.36
Lock	33	15	13	21	14	96	\$330.00	\$95.00	\$62.76	\$99.10	\$66.07	\$652.93
Men's Swim Trunks	14	14	8	13	9	58	\$350.00	\$350.00	\$191.48	\$306.55	\$212.23	\$1,410.26
Mesh Bag		1			2	3		\$10.00			\$18.87	\$28.87
Noodles	4	5	4	6	3	22	\$34.00	\$28.50	\$19.44	\$28.31	\$14.15	\$124.40
Nose Plugs	45	27	21	25	34	152	\$135.00	\$81.00	\$61.13	\$70.75	\$96.22	\$444.10
Regular Kickboards	1		2	3	2	8	\$16.00		\$19.43	\$28.29	\$18.86	\$82.58
Retro Women Suit					4	4					\$113.20	\$113.20
Shammy Towel		2	1			3		\$28.00	\$10.00			\$38.00
Swim Diapers	18	19	15	32	27	111	\$36.00	\$38.00	\$28.89	\$60.47	\$50.96	\$214.32
Water Squirts	2	3	6	1	6	18	\$20.00	\$15.00	\$28.59	\$4.72	\$28.30	\$96.61
Water Wings	4	2				6	\$12.00	\$6.00				\$18.00
Women's Multi-Color one piece suit		4	5	7	1	17		\$84.00	\$200.49	\$277.34	\$39.62	\$601.45
Women's Solid Color One Piece Suit	13	11	5	9	6	44	\$416.00	\$366.00	\$168.04	\$297.17	\$198.12	\$1,445.33
Women's Solid Color One Piece Suit						0						\$0.00
Work out gloves			1			1			\$15.00			\$15.00
YKFC Tank Top		1		2		3		\$20.00	\$37.74			\$57.74
YKFC T-Shirt	11	6		1	2	20	\$330.00	\$160.00	\$23.58		\$47.16	\$560.74
YKFC water bottle					2	2					\$22.64	\$22.64
<b>Total</b>	<b>297</b>	<b>259</b>	<b>215</b>	<b>330</b>	<b>262</b>	<b>1363</b>	<b>\$3,913.00</b>	<b>\$2,850.50</b>	<b>\$2,092.54</b>	<b>\$3,365.62</b>	<b>\$2,231.18</b>	<b>\$14,452.84</b>

HeathFitness Operating Budget: November 2016

Revenue	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Total	Projected
Member Enrollment Fee and Monthly Dues	\$ 16,840.03	\$ 12,542.77	\$ 9,698.80	\$ 26,378.15	\$ 11,866.81	\$ 77,326.56	\$336,000.00
Daily Admissions	\$ 5,433.00	\$ 6,323.00	\$ 5,084.00	\$ 6,218.09	\$ 5,384.96	\$ 28,443.05	w/memberships
Facility Rental	\$ 940.00	\$ 945.00	\$ 1,375.00	\$ 1,050.00	\$ 1,060.00	\$ 5,370.00	\$15,000.00
Aquatic Programming	\$ 210.00	\$ 116.00	\$ 1,219.00	\$ 1,017.00	\$ 1,223.00	\$ 3,785.00	\$110,000.00
Concessions	\$ 2,036.96	\$ 3,148.11	\$ 3,094.74	\$ 3,768.73	\$ 3,426.47	\$ 15,475.01	\$69,000.00
Pro Shop	\$ 3,883.00	\$ 2,878.50	\$ 2,034.22	\$ 3,469.96	\$ 2,231.18	\$ 14,496.86	\$48,000.00
Wellness and Fitness Programming	\$ 2,090.00	\$ 189.00	\$ 2,361.17	\$ 1,004.67	\$ 1,941.64	\$ 7,586.48	\$31,200.00
Special Events	\$ -	\$ -	\$ -	\$ 596.22	\$ -	\$ 596.22	
Monthly Revenue Total	\$31,432.99	\$26,142.38	\$24,866.93	\$42,906.60	\$27,134.06	\$152,482.96	609,200.00
Expenses	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Total	Budgeted
FT Staff Wages	\$ 6,990.88	\$ 10,663.96	\$ 15,000.11	\$ 10,000.02	\$ 10,000.02	\$ 52,654.99	\$ 135,000.00
PT Staff Wages	\$ 10,725.25	\$ 22,825.70	\$ 29,031.86	\$ 19,752.43	\$ 19,712.67	\$ 102,047.91	\$ 381,733.50
Benefits	\$ 2,686.50	\$ 5,023.45	\$ 6,604.80	\$ 4,462.86	\$ 4,456.90	\$ 23,234.51	\$ 96,410.03
Management	\$ 11,666.67	\$ 11,666.67	\$ 11,666.67	\$ 11,666.67	\$ 11,666.67	\$ 58,333.35	\$ 140,000.00
Liability Insurance	\$ 1,255.00	\$ 1,255.00	\$ 1,255.00	\$ 1,255.00	\$ 1,225.00	\$ 6,245.00	\$ 15,062.87
Staff Meetings		\$ 582.87		\$ 842.78		\$ 1,425.65	\$ 2,200.00
Cost of Living Adjustment	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 36,000.00
Bank Fees	\$ 604.24	\$ 500.45	\$ 547.45	\$ 1,139.18	\$ 636.40	\$ 3,427.72	\$ 13,000.00
Advertising/Marketing				\$ 155.05	\$ 428.07	\$ 583.12	\$ 10,000.00
Sub-Contractor Maintenance Cost						\$ -	\$ 35,790.00
Building Maintenance Contingency Reserve						\$ -	\$ 3,300.00
Exercise Equipment Maintenance						\$ -	\$ 5,600.00
Pool/Building Maintenance Supplies	\$ 73.20	\$ 222.01	\$ 78.39	\$ 116.25	\$ 5,803.18	\$ 6,293.03	\$ 5,000.00
Chemical Supplies		\$ 6,972.80	\$ 4,636.92			\$ 11,609.72	\$ 26,500.00
Paper and Cleaning Products			\$ 54.95	\$ 3,691.65	\$ 296.83	\$ 4,043.43	\$ 22,000.00
Point of Sale System	\$ 1,025.51	\$ 273.72	\$ 262.76	\$ 462.44	\$ 281.64	\$ 2,306.07	\$ 5,889.31
Office Supplies		\$ 132.53	\$ 221.09	\$ 39.12	\$ 91.76	\$ 484.50	\$ 4,000.00
Postage						\$ -	\$ 1,000.00
Unforeseen Expense						\$ -	\$ 1,500.00
Fitness Items					\$ 51.15	\$ 51.15	\$ 1,500.00
Aquatics Program Items		\$ 220.50	\$ 595.06	\$ 38.97		\$ 854.53	\$ 2,500.00
Concession Items	\$ 925.67	\$ 2,844.18	\$ 1,795.35	\$ 1,470.50	\$ 3,052.74	\$ 10,088.44	\$ 42,000.00
Pro-Shop Items	\$ -	\$ 3,637.40	\$ 793.18	\$ 195.82	\$ 1,396.44	\$ 6,022.84	\$ 32,000.00
Cable TV	\$ -	\$ -		\$ 293.55	\$ 169.32	\$ 462.87	\$ 1,908.00
Shipping		\$ 152.66		\$ 75.74		\$ 228.40	\$ 20,000.00
Monthly Expenditures	\$38,952.92	\$69,973.90	\$75,543.59	\$58,658.03	\$62,268.79	\$305,397.23	\$ 1,039,893.71



November Daily Averages

Studio	Tuesdays	Wed	Thursdays	Fridays	Total:	Saturdays	Sundays	Weight Room	Tuesdays	Wed	Thursdays	Fridays	Total:	Saturdays	Sundays	Pool	Tuesdays	Wed	Thursdays	Fridays	Total:	Saturdays	Sundays
6:00am	0	0	0	0	6:00am			6:00am	2.2	1.2	1	1.5	6:00am			6:00am	3.8	2.4	5.66666667	2.5	6:00am		
6:30am	0.4	0	0	0	6:30am			6:30am	4.6	2.8	3.66666667	3.25	6:30am			6:30am	7.2	3.6	8.33333333	5.75	6:30am		
7:00am	0.2	0	1	0.25	7:00am			7:00am	2.6	2.2	3	2.5	7:00am			7:00am	7	2.6	7	5.75	7:00am		
7:30am	0	0	0	0	7:30am			7:30am	2.2	1.2	2	2.25	7:30am			7:30am	2.6	1.2	2.66666667	1.25	7:30am		
8:00am	0.2	0	0	0	8:00am			8:00am	1.4	0.8	1.33333333	1.25	8:00am			8:00am	0.6	0.6	1	1.75	8:00am		
8:30am	0	0	0	0	8:30am			8:30am	2.2	1.4	1	2.25	8:30am			8:30am	2	2.4	3	3.75	8:30am		
9:00am	0.4	0	0	0.25	9:00am	0		9:00am	2.4	2.6	1.66666667	2.25	9:00am	2.75		9:00am	4	2.4	3	3.5	9:00am	7	
9:30am	0	0	0	0	9:30am	0.5		9:30am	3.2	3.6	0.66666667	2.25	9:30am	4.75		9:30am	4.2	2.8	3.33333333	4	9:30am	9.25	
10:00am	0	0	0	0	10:00am	1	0	10:00am	7.8	2.6	5.33333333	1.25	10:00am	3.75	1.75	10:00am	4.4	2	6.33333333	3.5	10:00am	9.25	4
10:30am	1.2	0	0	0	10:30am	1	1.5	10:30am	8	1	6	1.75	10:30am	5	4	10:30am	3.4	6	4.33333333	3	10:30am	8.75	8.75
11:00am	0.2	0	0	0	11:00am	1.5	2.75	11:00am	8	0.2	5	1	11:00am	3	4.5	11:00am	2.4	1.2	1.33333333	3.5	11:00am	7.25	7.75
11:30am	0	0	0	0	11:30am	1	0.75	11:30am	7.6	0.4	6.33333333	3.25	11:30am	3.75	5.25	11:30am	2.6	1	0.33333333	7.75	11:30am	8.5	10.75
12:00pm	0	0	0.33333333	0	12:00pm	3.25	1.25	12:00pm	1.2	1.6	0.33333333	1.75	12:00pm	3.5	3.75	12:00pm	3.6	2.4	1	8.25	12:00pm	7.25	11
12:30pm	0.2	0	0.33333333	0	12:30pm	6.75	1	12:30pm	4	1.8	2.66666667	1.5	12:30pm	4.25	5.25	12:30pm	3.2	4.8	2	6.75	12:30pm	8.25	9
1:00pm	0.4	0	0	0	1:00pm	5	3.25	1:00pm	2.6	1	1	1.5	1:00pm	5.25	4.25	1:00pm	4.6	14.2	5.33333333	10.5	1:00pm	14.25	10
1:30pm	0	0.2	0	0.75	1:30pm	6	3	1:30pm	1.4	0.6	1.66666667	1.75	1:30pm	4	4.75	1:30pm	7.4	10.2	5	12.5	1:30pm	22.25	12.25
2:00pm	0	1.2	0.33333333	1.5	2:00pm	6.25	4	2:00pm	2	1.2	2.66666667	3.5	2:00pm	1	4.25	2:00pm	7.2	6.4	10.66666667	8.75	2:00pm	28	18.75
2:30pm	0	0.4	0	1.5	2:30pm	6.75	3.5	2:30pm	4.6	0.8	0	2.25	2:30pm	2	3.25	2:30pm	4.4	2.8	3.33333333	10.25	2:30pm	28.5	33
3:00pm	0	0.4	0	0.75	3:00pm	4	4.25	3:00pm	3.2	0.8	0.66666667	2.75	3:00pm	1.75	4	3:00pm	3	3	4.33333333	7.5	3:00pm	35	30.5
3:30pm	0	0	0	1.75	3:30pm	0	2.5	3:30pm	4.6	2	1.66666667	2.75	3:30pm	2.75	2.25	3:30pm	1.4	4	2.33333333	12.5	3:30pm	36.25	27.25
4:00pm	1	0	0	1.5	4:00pm	0.25	2.5	4:00pm	3	4.8	2.33333333	2.75	4:00pm	3	2.5	4:00pm	4	5.4	4.66666667	13.75	4:00pm	30	29.25
4:30pm	1	0.4	0	1.25	4:30pm	0.25	1.5	4:30pm	3.8	3.6	3.66666667	7	4:30pm	5	4.75	4:30pm	5.8	6.2	10.33333333	14.75	4:30pm	30.75	29.5
5:00pm	4.4	0	14	1.5	5:00pm	1.5	2.75	5:00pm	4.6	6	7.66666667	7.5	5:00pm	4.25	4	5:00pm	6.6	8.4	11	14.25	5:00pm	16	24.75
5:30pm	6	0	12	0.75	5:30pm	1	0.25	5:30pm	7.4	8.4	8.33333333	4.25	5:30pm	3.25	3.75	5:30pm	11.8	11.8	19.33333333	18	5:30pm	15.25	24.75
6:00pm	5.2	2.4	6.33333333	0.5	6:00pm	0.5	0.25	6:00pm	7.2	9.2	7	4	6:00pm	2.5	1.75	6:00pm	14.6	13.8	21	16.5	6:00pm	16.75	26
6:30pm	0.4	4.2	4	1	6:30pm	0.25	0	6:30pm	8	8.2	8.66666667	4.75	6:30pm	3.5	1.75	6:30pm	25.2	17.8	23	13.75	6:30pm	18	26.75
7:00pm	2.4	5	6	0.75	7:00pm	0	0	7:00pm	6	6.6	5.66666667	5.25	7:00pm	3.75	1.75	7:00pm	24	21.4	23.33333333	21.5	7:00pm	20	25
7:30pm	0.8	4	1	0	7:30pm	0.5	0.75	7:30pm	5.8	4.8	2	2.5	7:30pm	4	2	7:30pm	15.8	18.6	16	24.75	7:30pm	21.5	25
8:00pm	2.4	1.8	0	0	8:00pm	0	0	8:00pm	4	4	0	2.75	8:00pm	3.25	1	8:00pm	15.2	13.6	9	17.75	8:00pm	18.5	17
8:30pm	2.2	0.2	0	0	8:30pm	0.25	0	8:30pm	1.6	1	0	2	8:30pm	2.25	1	8:30pm	0.2	4.4	0	0.25	8:30pm	0	0

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# ***Management Team Reports***

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CITY OF BETHEL  
Fire Department

*William F. Howell III, Fire Chief*  
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*Celebrating 50 Years of Service*

DATE: January 3, 2016  
TO: Pete Williams, City Manager  
FROM: Bill Howell, Fire Chief  
SUBJECT: December 2016 Management Report

### **Current Events**

- The Department finished 2016 year with the highest recorded EMS call volume of at least the last 25 years: 1342 calls for service. 2015 netted 1182 calls for service.
- Bethel suffered a double fatality fire in December. Though firefighters were able to quickly quell the flames, the victims had already succumbed to smoke and toxic gases. Our thoughts and prayers go out to their families.
- The Department is working with the City Attorney regarding annual inspections of Bethel businesses for compliance with fire and life safety code. Review of Fire Department authority to inspect and enforce code and coordination with the State Fire Marshall are topics of interest as this project advances.
- We are working with Administration and Public Works to determine Hydrant placement and fire apparatus access behind the YKHC administration building and Kipusvik.
- The Department transitioned to a paperless electronic patient contact reporting system. We are working with our billing department and Claim Pay Alaska to facilitate access to the web based system.
- The Department now has Knox key vaults and medication cabinets connected to the City network. The vaults and cabinets located on department response vehicles, provide an auditable log of users. The Knox key is used to access most commercial buildings in Bethel. The medication cabinets are used to secure controlled substances.

- Fireworks were postponed to Saturday the 7<sup>th</sup> of January due to safety concerns from extreme weather and wind on New Year's Eve.
- The Department living and sleeping area has a bed bug infestation. We are working with local experts and the building maintenance department to resolve the problem. Several countermeasures have been put in place to limit spread while necessary equipment is being gathered. The infestation is perplexing given the fact that the station living and sleeping areas are cleaned at a minimum twice per week and all bedding is washed immediately after use.

### **Emergency Planning/Homeland Security**

- The Department is working with our Grants Manager to complete the 2017 State Homeland Security Grant
- We are preparing specifications to purchase 13 portable radios with funds obtained through a Homeland Security Grant to strengthen interoperable communications. Several sample radios were received to examine and test.

### **Training**

- On 12-06-16 at 7:00 p.m., an EMT meeting was held at the fire station. Staff and volunteers reviewed the State of Alaska Cold Injuries Treatment Guidelines and conducted skill drills.
- On 12-08-16 at 7:00 p.m., a Fire Meeting was held at the fire station. Staff and volunteers reviewed fire incident communications. Firefighters conducted multiple skill drills.
- On 12-20-16 at 7:00 p.m. an EMT Meeting was held at the fire station. Staff and volunteers reviewed the new electronic patient care reporting system, AURORA Elite.
- On 12-22-16 at 7:00 p.m. a Fire Meeting was held at the fire station. Staff and volunteers reviewed the Fire Scene Trauma Kits and conducted inventories of the equipment.
- The EMT-1 Course started on 10-17-16 and will conclude on 01-14-17 with State of Alaska Written and Practical Skill Testing. The 143.5-hour class is instructed on Monday and Wednesday from 6pm to 10pm, and also on Saturdays from 8am to 5pm. Staff are working on scheduling Firefighter-1 and Firefighter-2 courses. We plan to gain several new volunteers from these programs.
- An EMT-2 and EMT-3 Initial/Refresher course was held at the fire station from December 1-9. The State of Alaska is adopting the National Registry of Emergency Medical Technician's certification levels (EMR, EMT, AEMT, Paramedic) in 2017. Having this course will help EMS providers experience an easier transition process into the new system. We anticipate six new ALS responders will be certified in the coming weeks.

## Responses

- The Bethel Fire Department responded to 122 EMS and 8 Fire incidents during the month of December. Alcohol-related EMS calls for service represented 55.7% (68 incidents) of the total number of responses during the month of December.
- On 12-03-16, firefighters responded to trailer court for a trailer with smoke and flames coming out. Firefighters arrived and found heavy smoke and flames coming from the trailer. Firefighters extinguished the fire and searched the house. Two fire deaths resulted from this fire. An investigator from the State Fire Marshall's office responded to the scene the following day to investigate the fire. The fire is still under investigation. No foul play is suspected.
- On 12-04-16, firefighters responded to the Falkner Walsh Shop for the report of smoke coming from the building. Firefighters arrived and found heavy smoke and flames coming from one of the bays. Firefighters made entry and found heavy fire. Firefighters knocked the fire down and extinguished it quickly. After extinguishing the fire, firefighters conducted an investigation and cleared the scene.
- On 12-10-16 at 2:12 a.m. medics responded to Jacob's Way for the report of a person experiencing chest pain. Upon arrival, two patients were found. One patient refused assessment and one was transported to the hospital.
- On 12-10-16 at 11:49 p.m. medics responded to Ridgecrest Drive for the report of an intoxicated person who fractured their leg. The patient was assessed and transported to the hospital.
- On 12-11-16 at 1:06 a.m. medics responded to Jacob's Way for the report of an intoxicated person who was sleeping on the ground. Upon arrival, medics found two patients sleeping on the ground. The patients were assessed and transported to the hospital.
- On 12-12-16 at 4:43 a.m. medics responded to Ptarmigan Road for the report of an intoxicated person who was experiencing withdrawals. The patient was assessed and transported to the hospital.
- On 12-13-16 at 7:00 p.m. medics responded to Willow Street for the report of an intoxicated person who was unconscious on the ground. The patient was assessed and transported to the hospital.
- On 12-15-16 at 7:14 p.m. medics responded to the airport for the report of a person complaining of chest pain. The patient was assessed and transported to the hospital.
- On 12-16-16 at 3:04 a.m. medics responded to the Yukon-Kuskokwim Correctional Center for the report of an inmate who was experiencing a seizure. The patient was assessed and transported to the hospital.

- On 12/18/2016 at 11:08 a.m. medics responded to the area of Owl Street for the report of a person who was not breathing. The patient was declared deceased on scene. The scene was left to Bethel Police Department Officers for the investigation.
- On 12/27/2016 at 11:38 p.m. medics responded to the area of Akakeek Street for BPD requesting medics. Upon arrival, medics found a patient covered in blood. Medics controlled bleeding and transported the patient to the hospital.

### **Vehicles & Equipment**

- The Department's 1980 Ladder Truck is currently out of service due to a non-working boom and defunct pump. The vehicle is currently relegated to equipment transport. Specifications for a new Ladder truck are being developed to replace our 1980 50-foot Tele-squirt.
- Engine 3 our 1986 Grumman reserve pumper is still out of service to repair a leaking tank, relief valve, and tank to pump valve and pump packing. This work is being performed by department staff. The department is trying to locate sandblasting contractor or equipment to descale and epoxy coat the water tank. Failure to treat the water tank in this fashion would result in continued pitting and eventual failure.
- Specifications and drawing have been completed for the new ambulance: Medic Six. Purchasing contracts are being reviewed for compliance with City, State of Alaska and YKHC standards prior to purchase being made. Over half of our vehicle maintenance budget has been drained by ongoing repairs to Medic 5.

### **Budget/Financial**

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

## **Grants**

- The Department received \$40,000 in funding for 10 portable radios through the 2016 Homeland Security grant. A vendor has been selected and specifications are being determined.
- The department has VFA grant funds to purchase portable radios. This grant is approximately \$11,000 and requires a 10% city match. A vendor has been selected and specifications are being determined.
- The Department applied to the FEMA Assistance to Firefighters Grant for 38 sets of firefighter turnouts. The request totaled \$102,000 with a match of only 5%.

## **Staffing/recruitment**

- The Department welcomes John Ahrens of Orcas Island, WA. to the department. John brings several years of relevant experience working and volunteering in the remote ferry only access Orcas Island Fire Department as the volunteer coordinator. We congratulate John and look forward to his arrival on January 4<sup>th</sup>.
- Volunteer Firefighters and EMT's are needed. If you or someone you know might be interested, please invite them to contact the Fire Chief or Fire Captain. Applications are available at the fire station or can be emailed to potential applicants.

## **Miscellaneous**

- The Department fire alarm system was restored to 100% service this month. Though functional, a trouble indicator on the panel was a cause of concern.

# CITY OF BETHEL POLICE DEPARTMENT

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DATE: January 4, 2017  
TO: Peter Williams, City Manager  
FROM: Andre Achee, Chief of Police  
SUBJECT: December 2016 Monthly Report

## **Personnel:**

Bethel Police Department continues to have recruitment challenges.

The Bethel Police Department is currently budgeted for a total of 14 sworn police positions which includes: (1) Chief of Police, (1) Lieutenant, (1) Sergeant- Investigations, (2) Sergeants- Patrol, (1) Corporal/Investigator, and (8) police officers.

Of these positions, we have the following vacancies: (5) Police Officers, (1) Lieutenant.

My staff is working diligently to recruit personnel and process current applications. Currently we have two conditional offer for employment extended to a prospective police officer candidates. We should have more information by next week regarding these prospective candidates.

Additionally, we are currently soliciting applications for our non-sworn vacancies. We are currently budgeted for 12 support personnel positions. These positions are: (1) Administrative Assistant, (1) Dispatch / Records Supervisor, (5) Dispatchers, (2) Community Service Officers, and (3) Community Service Patrol Officers (Grant Funded).

We currently have (1) Dispatcher, which conditional offers have been extended. However, the applicant failed to report for duty. We will continue our recruitment efforts.

Total Current Vacancies:

Lieutenant (1)  
Police Officer (5)  
Dispatcher (1)

### **Supplemental Police Officer Staffing:**

Effective mid-December 2016, we currently maintain one temporary police officer who currently rotates between Day and Night shifts on a two weeks on, two weeks off schedule.

### **Separation / New Hires:**

Ashleigh Naneng voluntarily resigned as a Community Service Officer. During this reporting period.

Michael Shawgo was recently hired as a community service patrol officer. He recently moved to Bethel with his family. He has a desire to change his career path from the automotive field to law enforcement. The CSP position will give him the opportunity an opportunity to determine if the law enforcement field is right for him.

LaShel Campbell-Throop was recently hired as a community service patrol officer. She comes to the Bethel Police Department with experience in the criminal justice system as a correctional officer and Certified Nurse Assistant. She has expresses an interest in law enforcement and feel this is a good opportunity to explore these interests.

Joe Corbett was rehired as a police officer. Corbett has over 10 years of law enforcement experience in Alaska and Utah. Corbett voluntarily resigned for the Bethel Police Department last winter to pursue other criminal justice experiences. In July of 2016 he was hired by the Department as a Temporary Police Officer. After working in a temporary status, Corbett decided to reapply and was hired as a full time police officer effective 1/2/2017.

### **Operations (Patrol / Communications):**

During this reported period the Bethel Police Department Dispatch Center (Communications) logged 1,369 calls for service.

Of the 1,369 calls for service the police department investigated this month, 60 were closed by police reports.

(See attached statistics)

### **Animal Control:**

The Bethel Police Department had 52 calls for service related to animal control issues, of which none generated a police report.

### **Community Service Patrol:**

The CSP program for this reporting period, cared for 40 individuals, of which 23 were males and 13 were females. Of the 40 persons contacted by our CSPs, 6 were placed at YKCC, 34 at the Sobering Center, none were placed at the hospital, none were accepted by a private person / residence and none were able to care for themselves.

Also this month we started tracking the amount of protective custody individuals that patrol manages. During this reporting period patrol officers handles 37 individuals of which 24 were males and 17 were females. Of the 37 persons contacted by officers, 7 were placed at YKCC, 24 placed at the Sobering Center, 1 person to a private residence, 3 persons were able to care for themselves, and 2 were transported to the hospital.

(See attached statistics)

### **Of Interest:**

We are continuing our efforts to complete the MSA agreement with ProComm Alaska and Airbus regarding our Enhanced 9-1-1 System installed late this summer. We are hopeful that this will be completed and signed off soon.

We recently purchased new radio equipment through a Homeland Security grant to replace our aging hand held radios. We took delivery of these radios today and are in the process of issuing them to patrol staff.

We are continually working on the Homeland Security Dispatch / Communication grant regarding relocating critical infrastructure to the police department including police and fire repeaters currently being housed remotely. Additionally, looking at installing the Public Safety's own radio tower at the police department, via the grant.

This holiday season, the Bethel Police Department tried something new and festive to help the less fortunate. This was the inaugural year of the Bethel Police Department's "Shop with a Cop 2016". Members of the Bethel Police Department and their families donated approximately \$900 towards campaign.

The Lower Kuskokwim School District was contact by our staff member and asked if they could provide us with the name of one deserving student from each of the four Bethel Schools. Four students were nominated by their teachers and/or school administrator.

These four students became Junior Police Officers for an afternoon. Each of the students were partnered with a Bethel Police Department employee and taken on a Christmas shopping adventure. These special VIPs were driven to the Alaska Commercial Company store where each student picked a gifts for each of their family member and themselves. Their Police Partner helped wrapped the gifts to take home.

The Junior Police Officers were then driven to Sammy's Market to pick out one gift each (donated by Sammy's Market) for themselves.

At the end of the day, the students were driven home with their wrapped Christmas gifts and one large twenty-pound turkey for Christmas dinner.

The Bethel Police Department would like to thank the management and staff of the Alaska Commercial Company who donated all the wrapping supplies, and provided the toys, clothing and food at a substantially discounted price.

I would also like to thank our members who donated monies for this event and the community who supported us in this new adventure.

This month Sergeant Jeff Lee completed and passed his EMT 3 course, sponsored by the Bethel Fire Department. Sergeant Kadri Limani received his Law Enforcement Instructor's Certification from the Alaska Police Standards Counsel as a Taser Instructor.

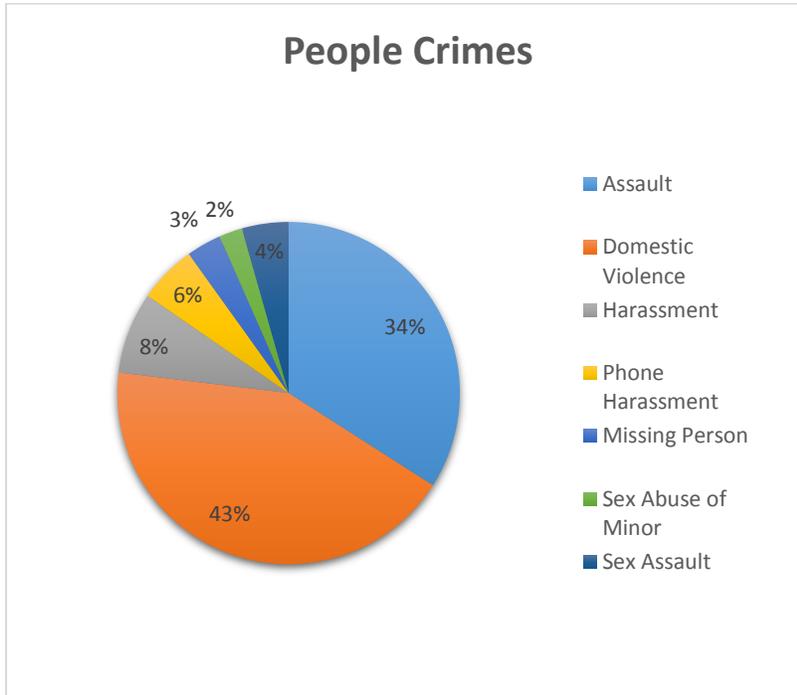
Approximately six months ago the Bethel Police Department launch our Facebook page. This social media experience has been a tremendous success and has bonded our community with their police department. Though every member of the department contributes to the social media experience through their contacts with the community, I would like to thank two very special employees who made this program a success. Natalie Hayes and Christina Him are the two "Dynamic Duos" behind our social media success. Their dedication and creativity made our site possible. If you have not visited our Facebook site, I encourage you stop by and browse it. And feel free to like and share our site with other.

I hope everyone had a wonder and safe Merry Christmas and Happy New Year.

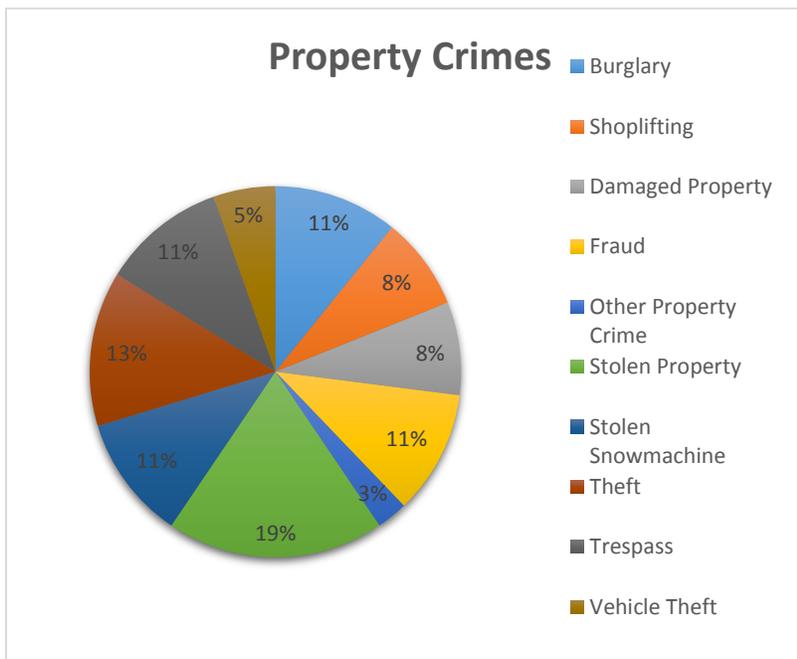


**December 2016 Calls for Service**

\*\*\*The following numbers represent calls for service only (CFS) and do not necessarily indicate a crime was in fact committed. Some CFS result in the offense being unfounded, or the subjects are gone prior to officer arrival



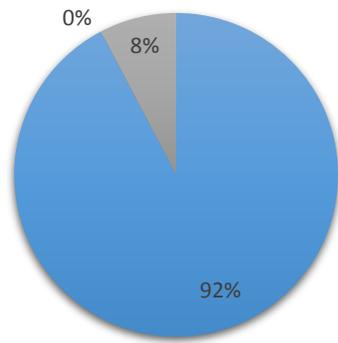
Assault	27
Domestic Violence	33
Harassment	4
Phone Harassment	8
Missing Person	5
Sex Abuse of Minor	3
Sex Assault	4
<b>Total</b>	<b>84</b>



Burglary	4
Shoplifting	3
Damaged Property	3
Fraud	4
Other Property Crime	1
Stolen Property	7
Stolen Snowmachine	4
Theft	5
Trespass	4
Vehicle Theft	2
<b>Total</b>	<b>37</b>



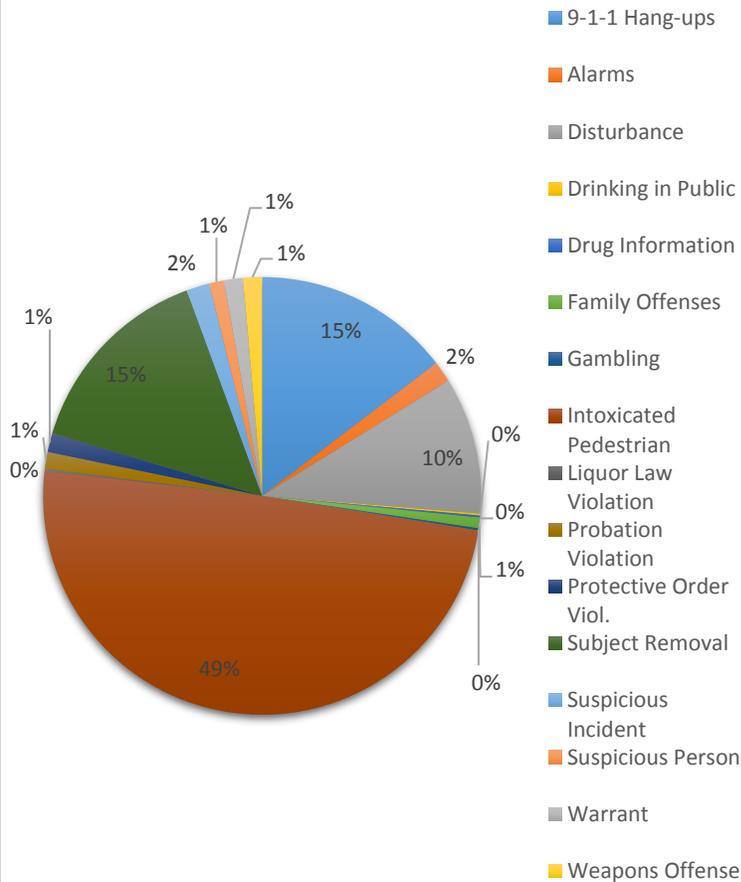
### Death/Suicide



■ Attempted Suicide ■ Completed Suicide ■ Unattended Death

Attempted Suicide	12
Completed Suicide	0
Unattended Death	1
<b>Total</b>	<b>13</b>

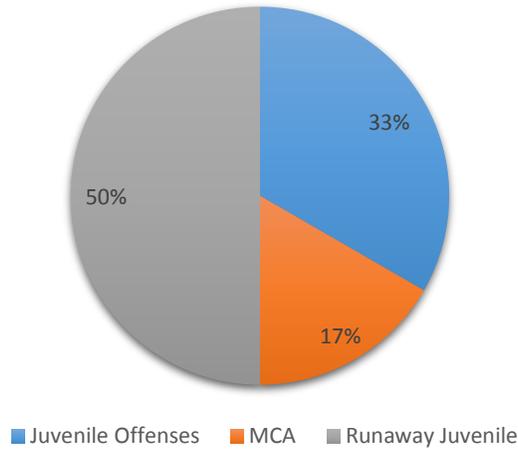
### Other Offenses



9-1-1 Hang-ups	94
Alarms	10
Disturbance	65
Drinking in Public	1
Drug Information	1
Family Offenses	5
Gambling	1
Intoxicated Pedestrian	317
Liquor Law Violation	1
Probation Violation	8
Protective Order Viol.	9
Subject Removal	95
Suspicious Incident	11
Suspicious Person	7
Warrant	9
Weapons Offense	9
<b>Total</b>	<b>643</b>

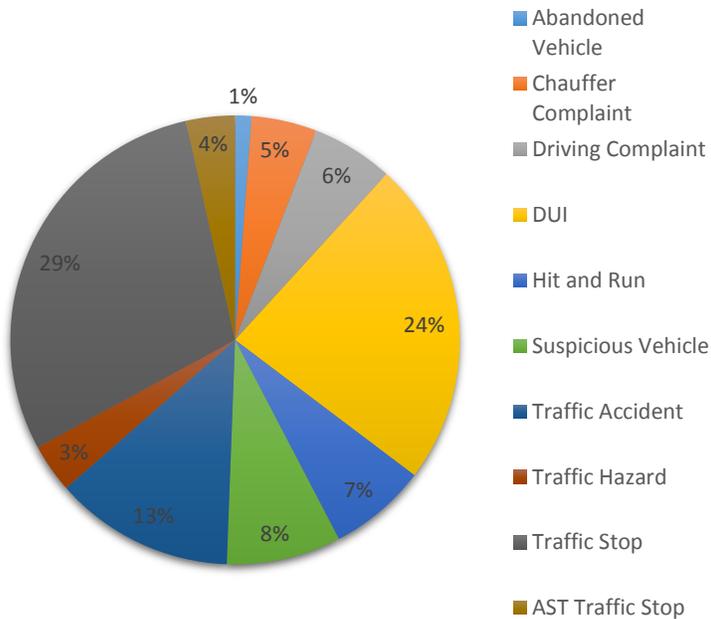


### Juvenile Calls



Juvenile Offenses	2
MCA	1
Runaway Juvenile	3
<b>Total</b>	<b>6</b>

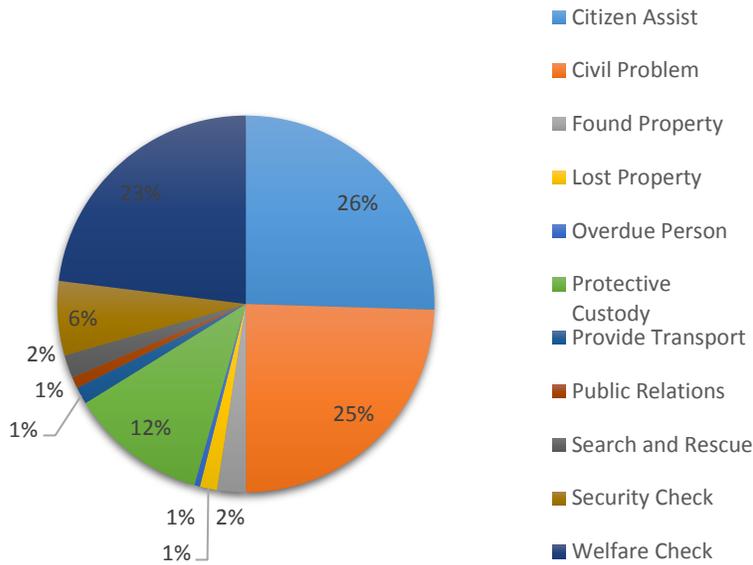
### Traffic



Abandoned Vehicle	1
Chauffeur Complaint	4
Driving Complaint	5
DUI	20
Hit and Run	6
Suspicious Vehicle	7
Traffic Accident	11
Traffic Hazard	3
Traffic Stop	25
AST Traffic Stop	3
<b>Total</b>	<b>85</b>

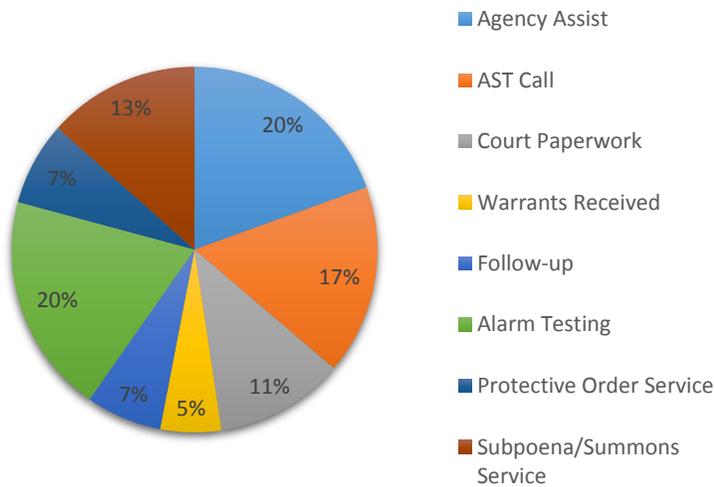


### Public Assistance



Citizen Assist	52
Civil Problem	50
Found Property	5
Lost Property	3
Overdue Person	1
Protective Custody	24
Provide Transport	3
Public Relations	2
Search and Rescue	4
Security Check	13
Welfare Check	47
<b>Total</b>	<b>204</b>

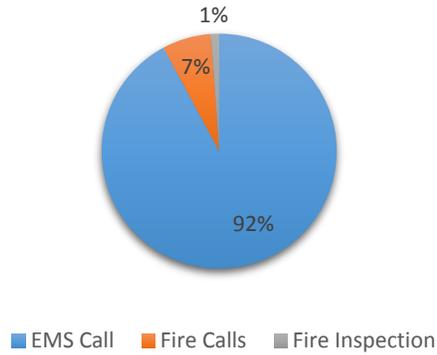
### Agency Calls



Agency Assist	29
AST Call	25
Court Paperwork	17
Warrants Received	8
Follow-up	10
Alarm Testing	29
Protective Order Service	11
Subpoena/Summons Service	20
<b>Total</b>	<b>149</b>

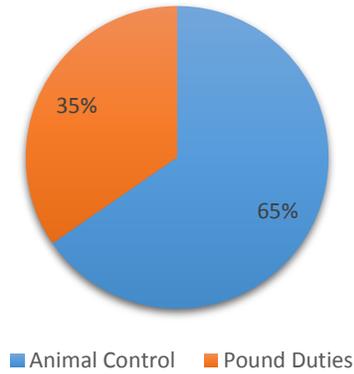


### Fire Department



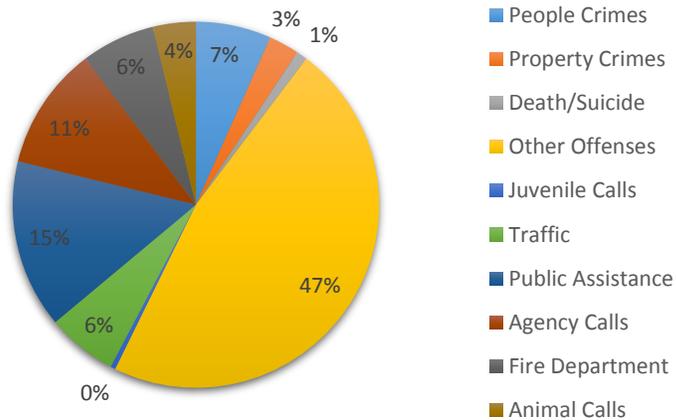
EMS Call	82
Fire Calls	6
Fire Inspection	1
<b>Total</b>	<b>89</b>

### Animal Calls



Animal Control	34
Pound Duties	18
<b>Total</b>	<b>52</b>

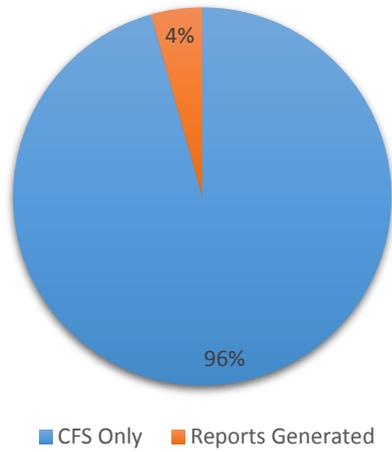
### All Calls For Service



People Crimes	91
Property Crimes	37
Death/Suicide	13
Other Offenses	643
Juvenile Calls	6
Traffic	85
Public Assistance	204
Agency Calls	149
Fire Department	89
Animal Calls	52
<b>Total</b>	<b>1369</b>

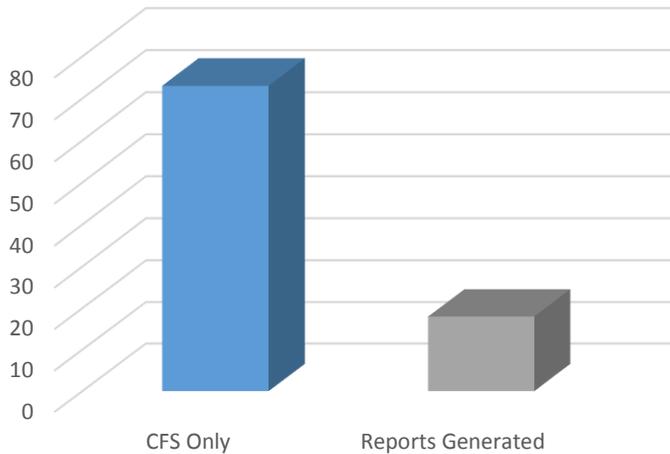


### Reportable vs. CFS Only



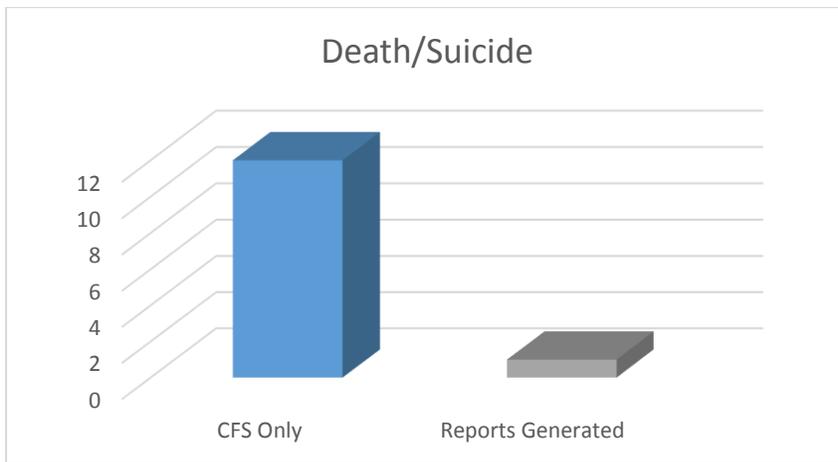
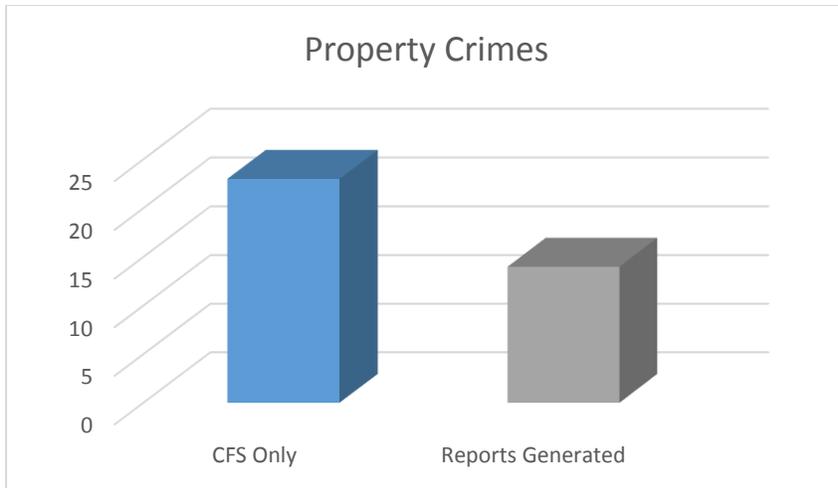
CFS Only	1309
Reports Generated	60
<b>Total Calls</b>	<b>1369</b>

### People Crimes

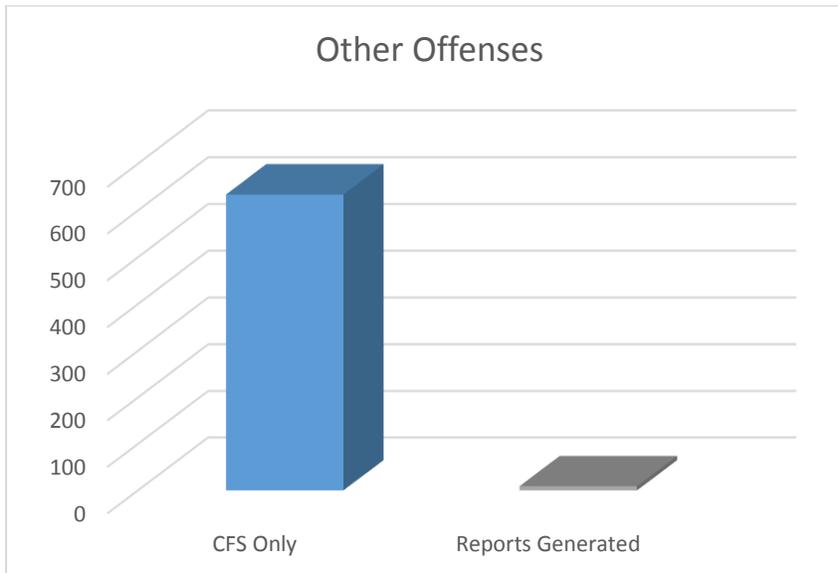


CFS Only	73
Reports Generated	18
<b>Total Calls</b>	<b>91</b>

CFS Only	23
Reports Generated	14
<b>Total Calls</b>	<b>37</b>



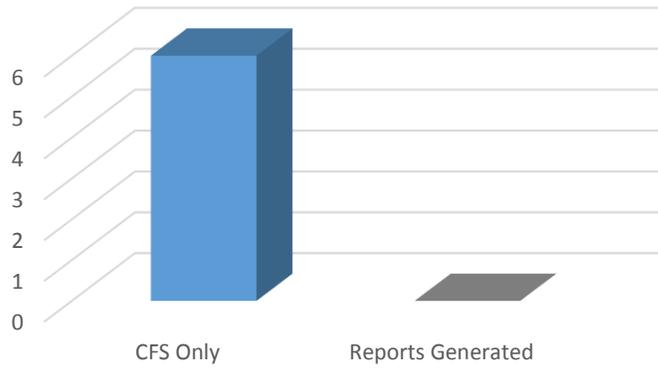
CFS Only	12
Reports Generated	1
<b>Total Calls</b>	<b>13</b>



CFS Only	634
Reports Generated	9
<b>Total Calls</b>	<b>643</b>

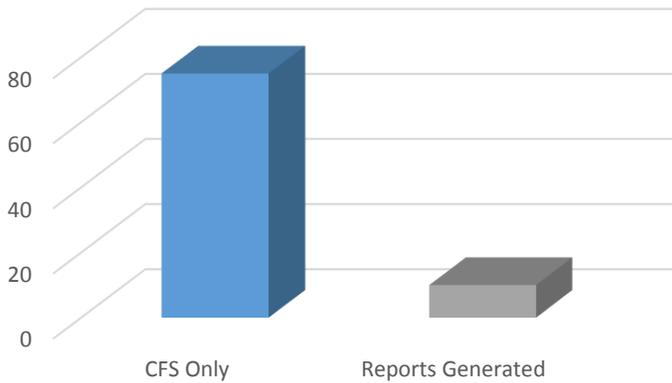


### Juvenile Offenses



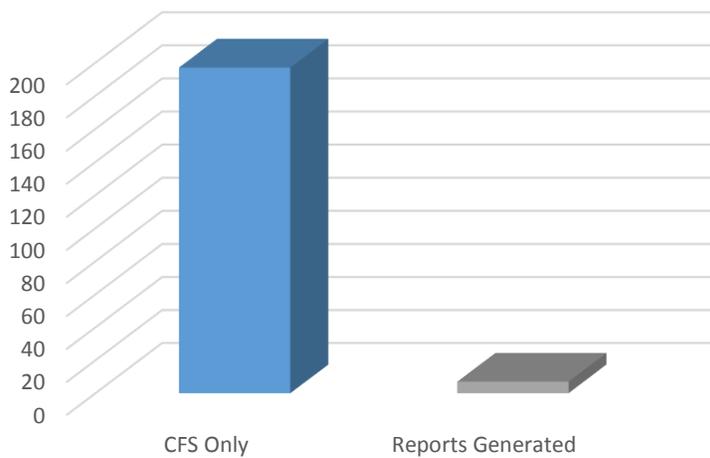
CFS Only	6
Reports Generated	0
<b>Total Calls</b>	<b>6</b>

### Traffic

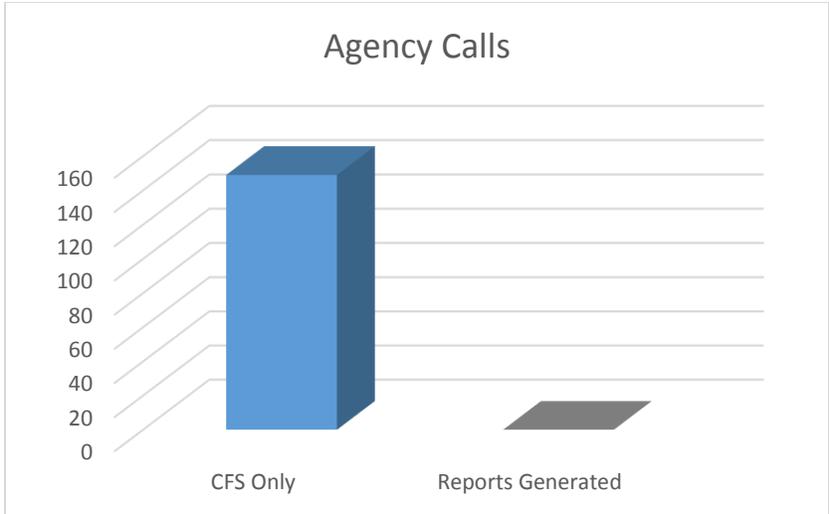


CFS Only	75
Reports Generated	10
<b>Total Calls</b>	<b>85</b>

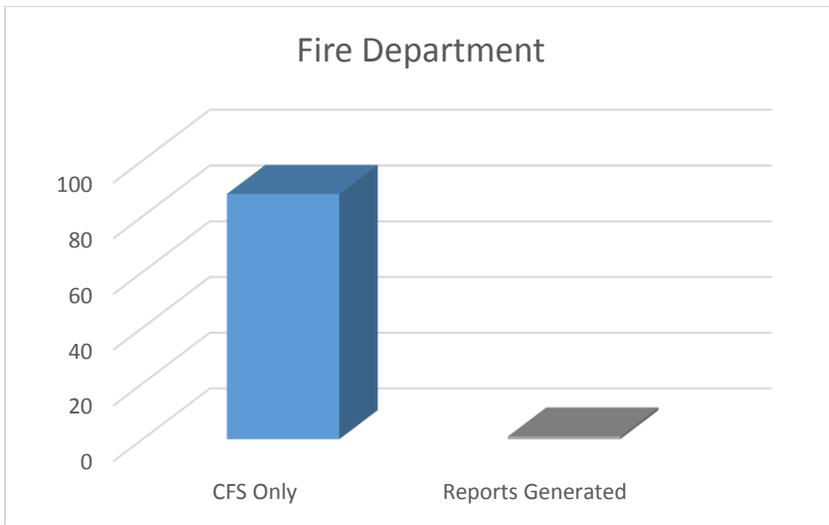
### Public Assistance



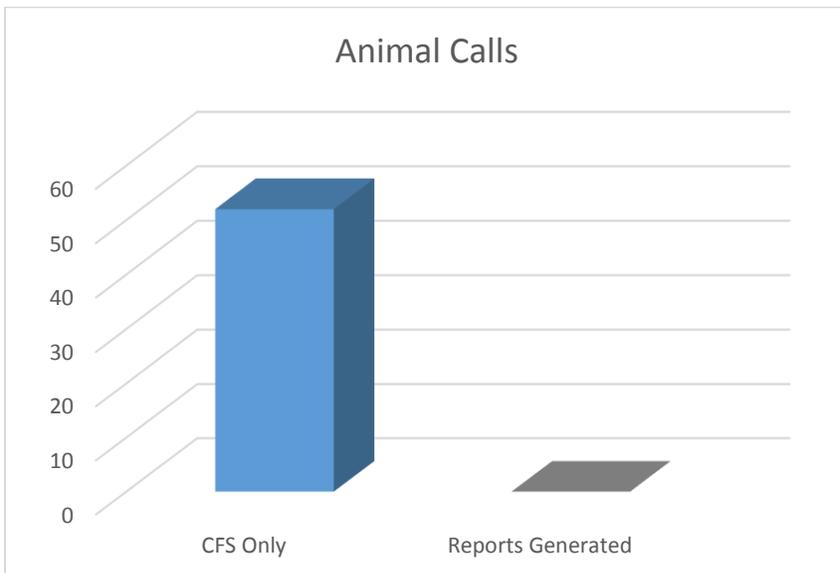
CFS Only	197
Reports Generated	7
<b>Total Calls</b>	<b>204</b>



CFS Only	149
Reports Generated	0
<b>Total Calls</b>	<b>149</b>



CFS Only	88
Reports Generated	1
<b>Total Calls</b>	<b>89</b>



CFS Only	52
Reports Generated	0
<b>Total Calls</b>	<b>52</b>



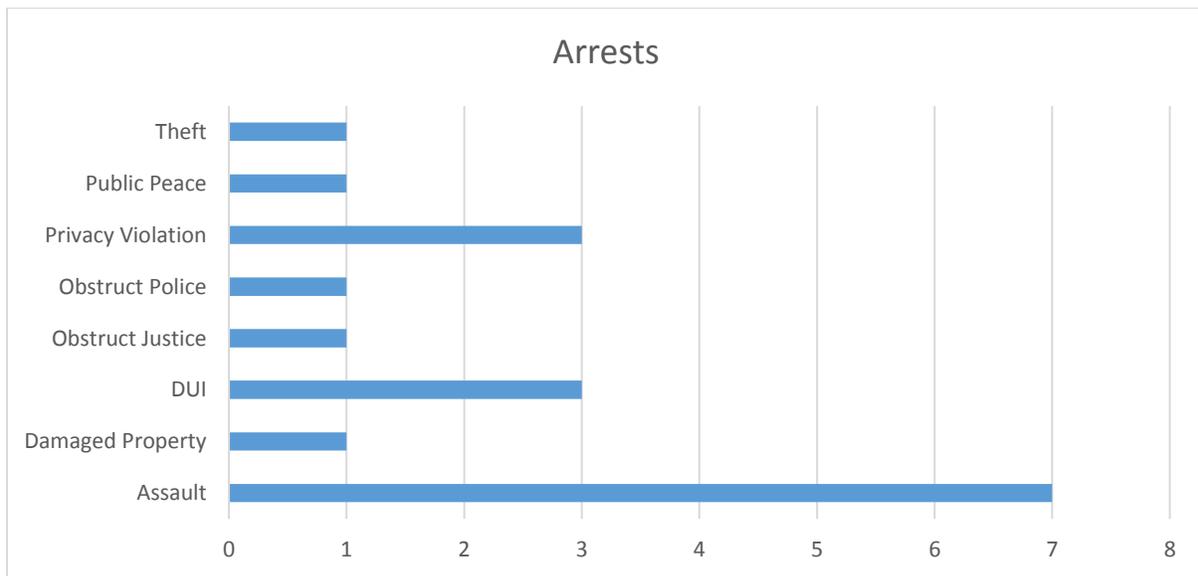
**Arrest Report**

\*\*\*The following reflects the number of arrests by the Bethel Police Department.

\*\*\*Many times a Call for Service will initially come in as one call type, but further investigation reveals a different crime.

\*\*\*Juviles referred to BYF and otherwise released to their parent or guardian are not classified as an arrest.

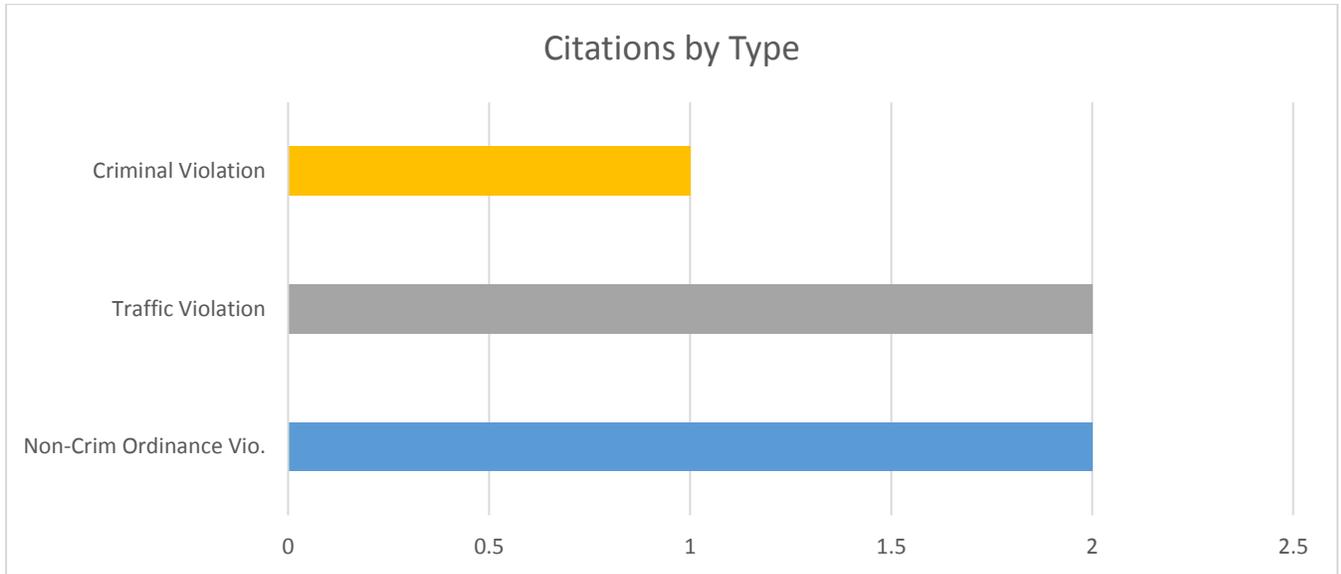
Classification	Number of Arrests
Assault	7
Damaged Property	1
DUI	3
Obstruct Justice	1
Obstruct Police	1
Privacy Violation	3
Public Peace	1
Theft	1





### Citation Report

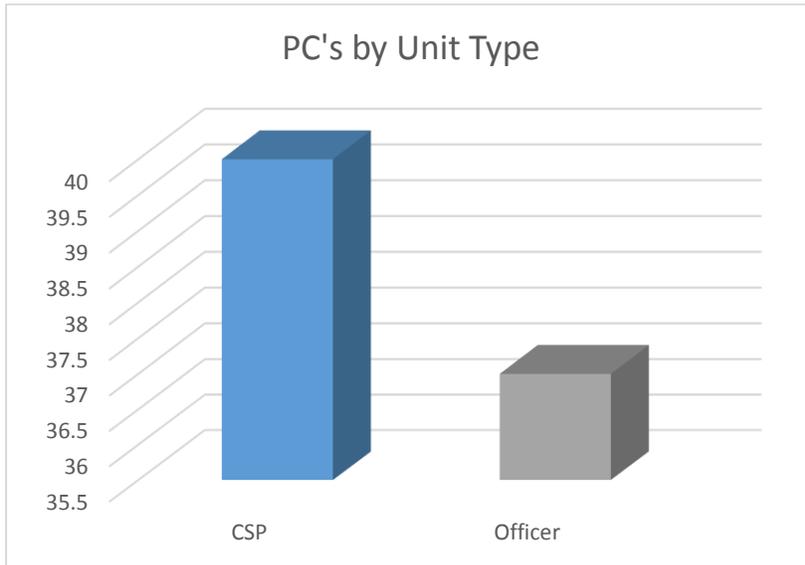
Violation Type	Description	Number of Citations
Non-Crim Ordinance Viol	Animals at Large	1
Non-Crim Ordinance Viol	Sanitary Facilities Nuisance	1
Non-Crim Traffic Viol	Basic Speed	1
Non-Crim Traffic Viol	Vehicle Insurance Required	1
Criminal Violation	Theft III	1



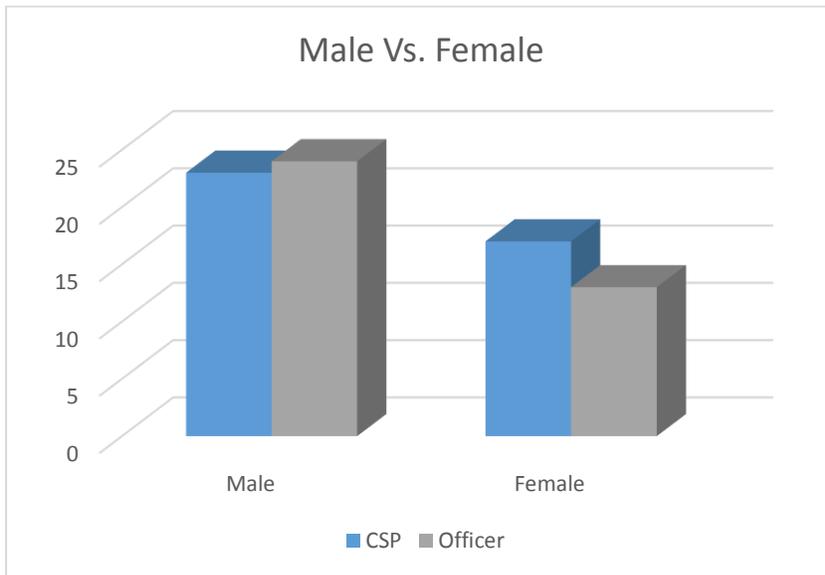


**December 2016 PC Statistics**

\*\*\*Due to the low staffing of CSP's we have started tracking individuals PC'd by officers as well. Please note the number of individuals PC'd will appear higher than previous months' reports.



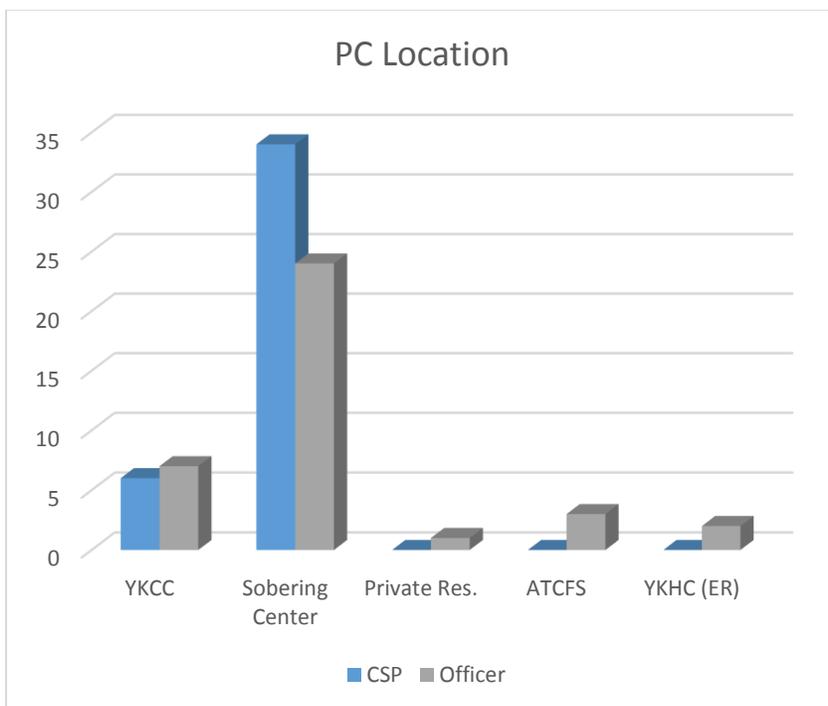
CSP	40
Officer	37
<b>Total PC's</b>	<b>77</b>



	<i>CSP</i>	<i>Officer</i>
Male	23	24
Female	17	13
<b>Totals</b>	<b>40</b>	<b>37</b>



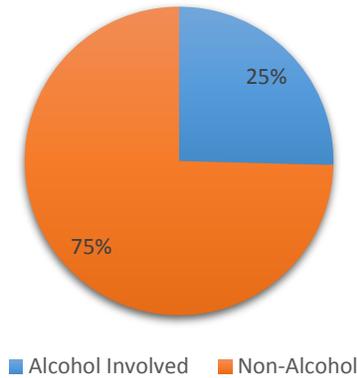
	<i>CSP</i>	<i>Officer</i>
Resident	17	21
Non-Resident	23	16
<b>Totals</b>	<b>40</b>	<b>37</b>



	<i>CSP</i>	<i>Officer</i>
YKCC	6	7
Sobering Center	34	24
Private Res.	0	1
ATCFS	0	3
YKHC (ER)	0	2
<b>Totals</b>	<b>40</b>	<b>37</b>

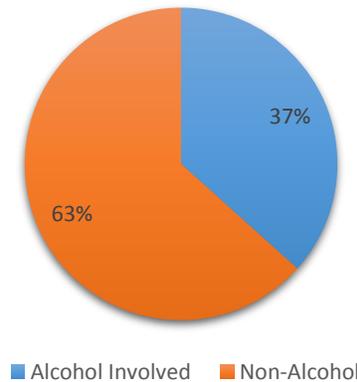


### All Calls for Service



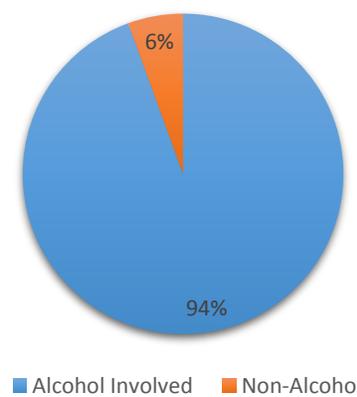
Alcohol Involved	348
Non-Alcohol	1021
<b>Total CFS</b>	<b>1369</b>

### Reportable Calls



Alcohol Involved	22
Non-Alcohol	38
<b>Total Reportable</b>	<b>60</b>

### Arrests



Alcohol Involved	17
Non-Alcohol	1
<b>Total Arrests</b>	<b>18</b>

## MEMORANDUM

**DATE:** 01.01.2017  
**TO:** Peter Williams, Acting City Manager  
**FROM:** Bill Arnold, Public Works Director  
**SUBJECT:** Manager's Report –

### Programs/Divisions

#### **Public Works Director:**

Capital Project List: see last page

**Hauled Utilities:** For December, the new trucks have certainly helped considerably. Now all we need is to have the missing positions re-funded and have some new drivers added to the roster. Services this month were definitely troublesome due to the sudden cold snap which no one was prepared for, and caused problems with the trucks as well. With all that being said, the water crew has hauled nearly 3 million gallons of water with an average of 34 stops per driver per day. The honey crew has hauled approximately 2.5 million gallons of sewage to either the lift station or sewer lagoon, with an average of 29 stops per driver per day. And the garbage truck has hauled well over 4000 cubic yards of trash to the landfill, with an average of 50 stops per day. Due to the manpower crunch, and the foul weather, we have only had the back loader out once this month. And this truck has hauled about 100 cubic yards of trash from around the dumpster areas, to the landfill.

**HAPPY NEW YEAR!!!!**

**Utility Maintenance:** For the month of December, we are still having to flush Bethel Heights gravity sewer mains do to the road crossings heaving. We had an issue at the Bethel Heights Water Treatment Plant on the 24<sup>th</sup> of Dec. which was caused by a valve malfunction, causing the discoloration of the water, we fixed the problem with the valve and began to flush the water system to remove the discoloration. The residents in City Sub. that had their water freeze, are all thawed out and their circulating pumps are on and working. We are still working on pulling the one bad pump at the Main lift station to get sent out to be fixed.

#### **Property Maintenance:**

Property Maintenance has been busy with a few problems. A broken water line at BHWTP which has been fixed. At the Police station a main glycol line had a pin

hole leak. System was drained and temporary heat was installed with help from Utilities Maintenance, very much appreciated. Fire suppression at Public Works failed and has been fixed by Frontier Fire. Shoveling snow and clearing entry ways is a daily duty. Paper work for finance is being hauled over to the senior centers shop, as time permits.

**Parks and Recreation:**

Has been closed for the winter season

**Road Maintenance:**

Streets and Roads has been scarifying the roads with the grader to keep the roads from being as slippery. By doing this we cut grove in the ice for better traction, and also it helps to keep the roads smoother if the temp stay frozen.

Streets and Roads has also been sanding the intersections on the roads almost every day in order to keep the intersections on the roads from being to slippery. By doing the intersections it helps traffics in starting and stopping at the stop sighs at the intersection.

Streets and Roads had been digging graves when requested, but now the permafrost is now over 2 feet it takes a lot longer to dig. Bethel Utilities has been helping out in the winter, when there is permafrost, by drilling holes first with the drill, before we come in with the 420D backhoe to dig out the grave.

Streets and Roads, has been plowing out the snow berms with the loader in front of drive way, and at the bus stops shelters after scarifying or plowing snow with grader. After we are done with plowing parking lots with the loader, then we go to plowing snow berms left from the grader.

Streets and Roads drive the D8N dozer in from H-Marker Lake to the city shop to have some work done to it. We with planning to do this when the ices were thick enough to hold the D8N and now it is. We will drive it back when the work is done before the spring thaw.

**Vehicles and Equipment:** This department was effected with the cold snap at the beginning of the month as well. Many of the systems on several trucks became frozen, and inoperable. Taking mechanics out to the field to service the vehicles. The addition of another mechanic has certainly helped with productivity, the only area that could still use some more help is a second heavy equipment mechanic.

**Transit System:**

The Bethel Transit System is appreciative of the Bethel City Council decision in approving the FY 18 Federal Transportation Grant. We were in hopes that they

would also approve the match money for the two new buses, which we badly need, but they didn't. The Department of Transportation, DOT, has said they would extend the grants for the new buses up to June 30,2017 and if need be they would consider extending it for another six months after that. I'm in hopes that the City Manager and City Council will consider this extension as it doesn't cost the City anything to leave the Grant on the table for that period of time. The purchase of new buses has been simplified with the State of Alaska partnering with the State of Washington who has approved RFP's for them.

We're in need of hiring two Part-Time Drivers. It is difficult to maintain the bus schedules when a driver is on leave. We have cancelled the Red Line since August because we don't have a part-time driver to drive it.

The roads have been very slick and I was thankful for the new studded tires that we put on Bus 439. Buses 438 is using older studded tires and they will need to be replaced before next winter. I have them on hand and will have them mounted this coming summer for next winter.

Ridership has been down the past couple of months, Thanksgiving, Christmas, and warm weather may be the cause. People are busy with family activities, and during the warm weather people would rather walk than ride the bumpy bus. Currently we're averaging 70-90 rides per day.

We have submitted the July, August, September and October Billing Summaries to DOT. They've approved the July, August and September and are reviewing the October ones. I'm working on the November Billing Summary. With the holidays it's difficult to get the information I need from the Finance Department because staff are gone. But we're working on it.

Bethel Transit System goal for the FY 2017 will be to show a 20-25 percent increase in ridership / revenue. I think we can do this by providing better and more dependable / reliable service for our passengers.

### **Landfill / Recycle Center:**

The City of Bethel Landfill has been occasionally receiving some garbage from the local public. Landfill has been receiving cover soil. The garbage truck continues to collect garbage from dumpsters on selected routes.

### **Staffing Issues/Concerns/Training:**

## **Public Works Capital Project Lists**

### Bus Barn

- Foundation is rotten and needs to be replaced
- Floor and floor joints needs to be repaired or taken out

### City Hall

- Roof has needed repairs since 2005 and no action has been taken up to this point

### Senior Center

- Due to vandalism windows need to be repaired
- Flooring needs to be replaced
- Window shutters needs to be installed
- Some siding needs to be replaced

### Public Works Boilers

- Due to the age of the boilers they out lived their life span, and are leaking, and need to be replaced

### Public Works Transfer Switch

- When the generator is running power feeds back to the transfer switch and is a major hazard, need to be replaced with an automatic transfer switch

### Streets and Roads

- Removal of pavement on Ptarmigan, replace with gravel
- 1<sup>st</sup> Road Tundra Ridge removal of pavement, replace with gravel
- 5<sup>th</sup> Avenue, raise the road and top with gravel

### Piped Water and Sewer

- Road crossings heaving, they need to be lowered

## **MEMORANDUM**

DATE: January 3, 2017

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – January 10, 2017 Bethel City Council Meeting



### **Grant Projects**

#### **Sewage Lagoon Rehabilitation**

The City has nearly completed its negotiation with the Engineer firm that received the highest proposal score. The contract, with price and terms, will have to be approved by both funding agencies (USDA & DEC) before the contract comes before City Council for approval. The engineer firm being hired will be responsible for designing: dredge operation, baffle purchase and installation, and truck dump site repairs; preparing bid documents; project management through construction; and inspections.

The City received a letter from USDA-RD with that lists 15 conditions the City still has to meet before the grant/loan agreements can be finalized. One of the conditions is the resolution adopting environmental mitigation measures that is on the January 10, 2017 agenda. Nearly all of the conditions have been met.

The City is pursuing alternative management procedure approval from the Alaska Department of Environmental Conservation. Bethel City Council will have a second chance to approve the resolution supporting alternative management at its January 10, 2017 meeting.

#### **Transit System**

The City must act soon if it is to extend three of its grants that contain funds to purchase two new buses for the transit system. The extension is possible to June 30, 2017.

### **Grant Applications**

#### **State Homeland Security Program**

I am preparing the FY 2018 grant to request a video camera system, repeaters for radio signals, and police officer training. The City completed and submitted the Assessment of the City of Bethel by the December 31, 2016 deadline, in which projects requested must be identified.

#### **Playground Surface Material**

The City is preparing a grant from our insurance company to purchase surface material for playgrounds. The match will provide up to \$10,000 for an equal cash match from the City of \$10,000. This will be the last year this surface material grant will be offered.

#### **City Legislative Priority Requests**

I am preparing funding request packages to be sent to the Governor's office, regional legislators, and uploaded on the CAPSIS database system.

**RFBs and RFPs**

Employee Job Classification

Three City employees are evaluating three proposals submitted for consideration.

<b>City of Bethel Grant Summary Calendar Year 2016-17</b>					
<b>Preparing</b>					
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts. (Partners)</b>	<b>Date</b>	<b>\$ Grant \$ City Match</b>
State of Alaska	State Capital Requests	Institutional Corridor, Road Around H-Marker Lake, Ladder Truck, Small Boat Harbor.	PW, Fire, Port	12/16	\$9,670,752 0
AK Division of Homeland Security & Emergency Mgmt.	State Homeland Security Program	Video camera system, repeaters for radio signals, police active shooter training.	Police, Fire, Port, Public Works	2/17/17	\$350,000 est. 0
United States Dept. of Agriculture-Rural Development	Wastewater Program	Replacement of Truck Dump Site	Public Works	On-going	\$1,669,358 \$913,000
Alaska Public Entity Insurance	Surface Material Grant	Surface material for City parks	Public Works	open	\$10,000 \$10,000
<b>Submitted in Calendar Year 2016</b> <span style="float: right;">Most recent first</span>					
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts.</b>	<b>Date</b>	<b>\$ Grant \$ Match</b>
AK Dept. of Transportation & Public Facilities	FY 2018 Community Transit Grant	Bethel Transit System operations.	Public Works	12/16/16	\$250,597 \$80,500
Federal Emerg. Mgmt. Association	Assistance to Firefighters Grant	Turnouts (36 sets)	Fire	11/18/16	~\$100,000 \$4,000
<b>Approved</b> <span style="float: right;">Most recent first</span>					
Alaska Public Entity Insurance	Grant	Ear plugs and gloves for water and ser truck drivers.	Public Works	Feb. 2015	\$1,000
AK Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Program	Portable radios for Fire Dept. & Portable & Mobile radios for Police Dept.	Police Fire	10/1/16	\$80,385

<b>Approved</b>					
Most recent first					
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts.</b>	<b>Date</b>	<b>\$ Grant</b>
Federal Emerg. Management Agency	Code Blue Program administered by YKHC	Ambulance	Fire	3/25/16	\$45,000
AK Dept. of Transportation & Public Facilities	AK Transportation Alternatives Program	Construction of gravel trail from hospital to City Sub.	Public Works	6/30/16	\$320,000 \$80,000 YKHC
AK Dept. of Health and Social Services	Community Safety Patrol Grant	Three CSP positions, equipment, training.	Police	5/6/16	\$346,259 \$51,974
Environmental Protection Agency & AK Dept. of Environmental Conservation	Wastewater Grant Program	Design, inspections, permitting, dredging, baffle replacement.	Public Works	On-going	\$157,000 0
Alaska Dept. of Transportation and Public Facilities	SFY 2017 AK Community Transportation Grant	Transit operations and admin.	PW- Transit	12/11/15	\$250,597 \$80,580
<b>Total</b>					<b>\$1,200,241</b>

<b>Not Approved</b>					
Most recent first					
AK Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Program Reallocation	1. Radios 2. Radios 3. Videocameras	Police	12/7/16	\$14,614 \$89,373 \$191,900
Federal Emerg. Management Agency	Staffing for Adequate Fire and Emerg. Response	4 Firefighter/EMT positions for two years.	Fire	3/25/16	\$839,000

## **Memorandum**

**Date:** January 1, 2017

**To:** Pete Williams, City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report

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### **Current Events**

- **Panic-Button Installation:** This month we had Tyco Security, the same company that installed and monitors the security systems at the AC store, install a panic-button alarm system within city hall. The system will alert the entire building to dangerous situations with an audible alarm and is designed to immediately contact the Bethel police department and inform them of the situation.
- **Global Computer Upgrades:** The IT department wrapped up its global computer upgrades. Each workstation now has double the memory it started with and operates on a solid state hard drive for dramatically faster computer response times.
- **In-House ID Card System:** The IT department finally received all of its components for the effort to bring both employee ID cards and senior citizen tax-exempt cards in-house once again. Currently the system is being tested, but we are still trying to hammer out some technical difficulties for the sake of user-friendliness. The system is not yet ready to deploy.
- **Public Works Network Expansion:** Recently, the city manager requested a new phone be installed at the public works building, but I found that every single network port that had been installed over there was in use making any further expansion impossible. As such, we contacted GCI who in turn directed us to a partner company that runs networking cable through buildings and we added sixteen (16) new network drops within public works. This will allow for additional phones to be installed should the need arise, new computers to be installed if necessary, and the eventual deployment of a wireless network system that I hope to be up no later than the end of January.
- **Planning Department Software:** In the past, the planning department has purchased its own software and left the IT department out of the loop on what they were buying and installing. I have collaborated with the planning department to change this tradition so that our department can be aware of the planning department's needs and also to know what is being installed onto our computers. I also took the time to familiarize myself with what the planning department needed to purchase and how often the charges would recur if at all. Not having this software was preventing the planning department from being able to receive upgraded computers due to the older software not being able to function on the new architecture of the modern machines. As of December, all of the planning department's software needs have been met and they were finally upgraded to the current level of hardware utilized city-wide.
- **City Hall and Police Department Backups:** Both city hall and the police department are now functioning on new backup hardware. This hardware was necessary as both entities had outgrown their old backup data capacities. They also both benefit from not only onsite backup, but also redundant, encrypted offsite backups as well.

## **Memorandum**

**Date:** January 1, 2017

**To:** Pete Williams, City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report



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- **Antivirus Deployment:** December saw the expiration of the city's antivirus software subscription. I have purchased a new subscription that should cover the city's needs for another year. Currently my department is working to get the software deployed to all workstations.

### **Future Plans**

- **Public Works Wireless Network:** In the coming month, now that public works benefits from new network ports, I would like to get a few wireless access points deployed in the building for use by the admin office, planning department, and their V&E shop for the purposes of their laptop diagnostic computers that ritually need internet access when updating or uploading vehicle data.
- **Chambers Audio:** For the beginning of January, the chariot group will be coming out to address some issues the city clerk has found with the chambers audio system. We hope to install a hard-lined microphone as a backup precaution in the event that the wireless microphones are not functioning properly, correcting some audio feedback issues, and making it possible for the city clerk's computer to be able to present to the screen.

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# ***City Clerk's Report***

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# City of Bethel, Alaska

## City Clerk's Office

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### **Council Meetings and Events**

January 24, 2016 Regular City Council Meeting

### **Records Retention Schedule**

Since August, the City Clerk has been encouraging the Department Heads to take a close look at the records retention schedules for their department to allow for an overall rewrite of the records retention schedule in January. Requests were made to have this schedule modified and returned to the City Clerk's Office by December 15 to allow for modifications to the final schedule in time for the Council second meeting in January. As of December 22<sup>nd</sup>, Finance, Police, Fire, Port and Public Works have yet to submit their schedules.

A legal retention schedule is mandated by the Federal Government, the State of Alaska, and the City of Bethel Municipal Code.

### **Committee/Commission**

Training Preparation-

The office has begun the annual review and modification of the trainings provided to the Committee and Commission Members. This is the year for the one on one training for each of the Committees and Commissions.

End of year close out-

The Office will be doing an audit of the records received from the Committee/Commission recorders.

A letter was sent to members who have term expirations in December, encouraging them to renew their term.

### **Utility Processes Update**

The office has been recreating some processes for Utility Billing, Hauled Services and Piped Services. The processes include new forms, new procedures for processing requests and a new "Utility" page on the City's website. Our goal in making these updates is to improve customer service while improving the City's efficiencies.

### **Website RFP**

While not yet complete, the office has much of a Request for Proposal drafted for website redesign and hosting. It has been eight years (time gets away from us) since the City did an update to the City's Governmental site, and that was to simply add a few pictures. A goal for the office this year

### **Fee and Rate Schedule**

The current fee and rate schedule approved by the Council in 2016 was provided to the department head with the request to have any modifications submitted to the Clerk's Office soon to allow for Council's approval prior to the April 15, 2017 deadline (BMC 4.04.025)

**RFP Review/Scoring**

The City Clerk participated in the scoring of the second round of proposals submitted under the Request for Proposal for a new Classification Plan.

**Passport Acceptance Training**

As required, the City Clerk completed the 2017 acceptance agent training.

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# ***Executive Session***

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## *Additional Information*

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