



City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

Regular City Council Meeting

March 26, 2013

6:30 P.M.

Council Chambers; Bethel, Alaska

Bethel City Council

Approval of the Minutes

City of Bethel City Council Meeting Minutes

March 12, 2013

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on March 12, 2013 at 6:30pm, at the City Council Chambers, Bethel, Alaska.

Mayor Joseph Klejka called the meeting to order.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: Council Member Joseph Klejka
Council Member Mark Springer
Council Member Rick Robb
Council Member Eric Whitney
Council Member Sharon Sigmon

ABSENT: Council Member Gene Jr. Peltola
Council Member Mary Sattler

STAFF: City Clerk Lori Strickler
City Manager Lee Foley

IV. PEOPLE TO BE HEARD

David Trantham -

Thanked Council Member Robb for Resolution 13-05 opposing the Airport Master Plan Update which suggests the airport will expand westward into the newly developed Memorial Cemetery, Alaska Territorial Guard Park as well as the Community Rifle Range.

Spoke in opposition to the revised Airport Master Plan which excludes the expansion into the Cemetery however still consumes much of the land that is currently owned by the City. If this stands, the City stands to lose much of the land designated to it on the western side of town which includes the sand pit.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

MOVED:	Springer	Motion to approve the Consent and Regular Agenda.
SECONDED:	Robb	
MOVED:	Springer	Remove Ordinance 13-06 from the Consent Agenda.
MOVED:	Robb	Remove Ordinance 13-04, 13-05 and 13-07 from the Consent Agenda.
SECONDED:		
MOVED:	Robb	Motion to amend to move New Business Item L to follow Executive Session Item A.
SECONDED:	Sigmon	
VOTE ON MOTION	All in favor	
MOVED:	Whitney	Motion to amend to move Item C under New Business to fall after Item A under Special Order of Business.
SECONDED:	Sigmon	
VOTE ON MOTION	All in favor	
MOVED:	Whitney	Motion to amend to move Item E under Unfinished Business to fall after Item A under Special Order of Business.
SECONDED:	Sigmon	
VOTE ON MOTION	All in favor	
MOVED:	Sigmon	Remove Resolution 13-05 from the Consent Agenda.
MOVED:	Whitney	Motion to move Resolution 13-05 to fallow New Business Item C.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION	All in favor	
VOTE ON MAIN MOTION	All in favor	

VI. APPROVAL OF THE MEETING MINUTES

Item A - 02-12-2013 Regular City Council Meeting Minutes
Passed on the consent agenda.

Item B - 02-26-2013 Regular City Council Meeting Minutes
Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Item A- Port Commission –
Port Director, Pete Williams –
A meeting is scheduled for March 18.

Item B- Planning Commission
Rick Robb, Council Representative-
Nuisance property update in the Bethel Municipal Code.
Update on the new grocery store from Ana Hoffman.

Item C-Public Works Committee
Joseph Klejka, Council Representative-
A few recommendations to the City Council, one to have someone call about the grants daily and to have someone report back to the Public Works Chair. The other is to add a third cell on to the City's sewage lagoon.
The Committee would like to review the Recycling Center's Proposal before it goes to Council.

Item D-Energy Committee
Eric Whitney, Council Representative –
Election of Chair and Vice Chair.

Item E-Public Safety and Transportation Commission-
Sharon Sigmon, Council Representative-
Working on a rewrite of Title 9 and 10 of the Bethel Municipal Code.

Item F- Finance Committee,
David Trantham, Committee Member-
A meeting has not been held due to a lack of a quorum. Next meeting scheduled for March 15, 2013.

Item G-Parks and Recreations Committee
No one available to provide the report.

VIII. SPECIAL ORDER OF BUSINESS

Item A- Proclamation, Proclaiming May 25, 2013 As National Missing Children's Day.

NEW BUSINESS

Item C- Review Of Tundra Ridge Road Memorandum Of Agreement And Determination Of Requested Amendment From The Department Of Transportation.

MOVED:	Whitney	Motion to approve the MOA with an amendment under "17. Berms of any kind that are created during the municipality's grading and snow removal operations that would impede egress and ingress of the private and public approaches along Tundra Ridge Drive and Uamuralria Dive will be cleared and removed to the greatest extent possible as time, circumstances, equipment, and personnel permit.
SECONDED:	Sigmon	

MOVED:	Springer	Motion to suspend the rules to hear from Morgan Merritt, Department of Transportation Representative.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	
MOVED:	Robb	Motion to amend the proposed Memorandum of Agreement to change proposed Item 9, Roadway Name Change to Item 8 and move current Item 8 to item 9. Insert at the end of roadway name change "upon completion of the project." Strike "to the greatest extent possible" and insert "as reasonable."
SECONDED:	Springer	
VOTE ON MOTION	All in favor	
MOVED:	Sigmon	Motion to recess for five minutes.
SECONDED:	Springer	
VOTE ON MAIN MOTION	All in favor	
VOTE ON MAIN MOTION	4-1 Motion passes, Sigmon opposed	

UNFINISHED BUSINESS

Item E- Resolution 13-05: Opposing The Bethel Airport Master Plan Update's Option Of Westward Expansion Of The Crosswind Runway Due To Its Interference With Historical Land.

MOVED:	Robb	Motion to approve Resolution 13-05.
SECONDED:	Whitney	

Department of Transportation Representative Morgan Merritt addressed Council on the Proposed Airport Master Plan Update.

MOVED:	Springer	Motion to suspend the rules to hear from David Trantham.
SECONDED:	Robb	
VOTE ON MAIN MOTION	All in favor	

David Trantham addressed the Council with concerns on the proposed westward runway.

MOVED:	Robb	Motion to amend to insert whereas statement: "the most distant subdivision in Bethel is Kasayuli, currently requiring \$10.00 cab fair, which is already expensive for residents of Bethel who reside there, and westward expansion of the airport would require an additional half mile of travel." And "Whereas; Westward expansion will interfere with the use of the City sand pit, inhibiting needed services of future development; Whereas; the Memorial Cemetery, Alaska Territorial Guard Park, rifle range and City sand pit are on City property.
SECONDED:	Springer	
VOTE ON MOTION	All in favor	
VOTE ON MAIN MOTION	4-1 Motion passes, Whitney in opposition	

IX. UNFINISHED BUSINESS

Item A- Public Hearing Of Ordinance 13-02: Establishing Title 12 In The Bethel Municipal Code, Complete Streets.

*Mayor Klejka opened the public hearing.
No one wished to be heard.*

Mayor Klejka closed the public hearing.

MOVED:	Sigmon	Motion to adopt Ordinance 13-02.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	3-2 Motion fails, Springer and Robb opposed	

Item B- Introduction Of Ordinance 13-04: Amending Bethel Municipal Code To Repeal BMC 2.05, Responsibilities Of City Council Members, Municipal Officers, Appointed Officials And Employees-Conflict Of Interest And Enacting Section 2.05 City Officers Generally And 2.06 Board Of Ethics.

MOVED:	Sigmon	Motion to introduce Ordinance 13-04.
SECONDED:	Whitney	
MOVED:	Robb	Motion to amend section 2.050.090 B. to insert "excluding the filer's dependent children."
SECONDED:	Springer	
MOVED:	Robb	Motion to amend the amendment to "immediate family living in the household excluding dependent children."
SECONDED:	Springer	
VOTE ON MOTION	All in favor	
VOTE ON MOTION	All in favor	
MOVED:	Robb	Under BMC 2.05.100 Modified requirements for professionals to strike "and" in front of psychologists and insert "or other professionals" following psychologists.
SECONDED:	Springer	
VOTE ON MOTION	All in favor	
VOTE ON MAIN MOTION	All in favor	

Item C- Introduction Of Ordinance 13-05: Amending Terminal Tariff #004 And Providing For An Effective Date.

MOVED:	Springer	Motion to introduce Ordinance 13-05.
SECONDED:	Robb	
MOVED:	Springer	Motion to suspend the rules to hear from the gallery.
SECONDED:	Robb	
VOTE ON MAIN MOTION	All in favor	
<i>Pete Williams summarized the amendments to the Tariff to the Council.</i>		
VOTE ON MAIN MOTION	All in favor	

Item D- Introduction Of Ordinance 13-06: Amending BMC 14.04.060, Fishing From City Cargo Dock And Petroleum Dock Prohibited.

MOVED:	Springer	Motion to Introduce Ordinance 13-06.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION	4-1 Motion passes, Robb opposed	

Item F- AM 13-08: Administrative Leave Request For City Clerk To Attend Professional Development Training June 9 Through 13, 2013.

Passed on the consent agenda.

Item G- City Manager Administrative Leave Request For February 27 – March 2, To Travel To Juneau To Lobby On Behalf Of The City.

Passed on the consent agenda.

Item H- Amending Leave Request For City Attorney From 2/11-2/15/2013 To 2/11 Through 2/12 And 2/28 Through 3/1/2013.

Passed on the consent agenda.

I. NEW BUSINESS

Item A- Resolution 13-06: Supporting The 2013 Cama-i Dance Festival By Providing A Donation In The Amount Of Sales Taxes Collected On The Admissions Sold To Attend The Festival.

Passed on the consent agenda.

Item B- Introduction To Ordinance 13-07: Amending Bethel Municipal Code 13.08.125, Service Line Charges To Include Repair And Replacement And To Modify The Time Frame From A Calendar Year To A 12 Month Period.

MOVED:	Sigmon	Motion to introduce Ordinance 13-07.
SECONDED:	Springer	
VOTE ON MAIN MOTION	All in favor	

XII. MAYOR'S REPORT

XIII. MANAGERS REPORT

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Council Member Whitney-
No comment.

Council Member Sigmon –
A new program at the jail that women who are being detained are learning how to crochet. They are looking for yarn donations.
Friends of the K9s received their 501C3, congratulations to them. They are doing great work in our community.

Council Member Springer-
Camai is coming up next weekend.
Condolences to all of the families that have lost loved ones.

Council Member Robb-
Last Friday, attended a meeting of the Homeless Coalition. In one night there were a total of 100 people within the community that were considered homeless.

Mayor Klejka-
No comment.

XVI. EXECUTIVE SESSION

MOVED:	Springer	Motion to go into executive session -To Discuss The Annual Evaluation Of The City Clerk As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person to include the City Council Members and City Clerk.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	

Item A - Executive Session To Discuss The Annual Evaluation Of The City Clerk As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person.

Mayor Klejka departed the meeting at 10:10pm.

Back on the record at 10:20pm.

MOVED:	Springer	Motion to nominate Council Member Robb as Mayor Pro tem.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	

UNFINISHED BUSINESS

Item I – Council’s Approval Of Annual Increase For City Clerk, Pending A Satisfactory Annual Evaluation.

MOVED:	Springer	Motion to award the City Clerk a 3% salary increase.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	

XVII. ADJOURNMENT

MOVED:	Springer	Motion to adjourn.
SECONDED:	Sigmon	
VOTE ON MAIN MOTION	All in favor	

Council adjourned at 10:35pm.

Joseph Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

Bethel City Council

Reports of Standing Committees

**City of Bethel, Alaska
Energy Committee**

February 4, 2013

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Energy Committee held on February 4, 2013 at 6:30 pm in the City Hall Conference Room, Bethel, Alaska.

II. ROLL CALL

A quorum of the Committee was not met; the following members were present for roll call:

Present:

Councilmen Whitney
Mary Weiss

Absent:

Leif Albertson
Shari Neth
Greg McIntyre
Martin Leonard

Ex-Officio members present were the following:
Libby Furlong

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

Moved:		Motion to approve the Agenda of February 4, 2013.
Seconded:		
VOTE ON MAIN MOTION	All in favor	

V. APPROVAL OF THE MEETING MINUTES

Moved:		Motion to approve the December 3, 2013 Meeting Minutes.
Seconded:		
VOTE ON MAIN MOTION	All in favor	

VI. SPECIAL ORDER OF BUSINESS

A. Election of Chair

Draft

B. Election of Vice Chair

VII. OLD BUSINESS

MOVED:		
SECONDED:		
VOTE ON MAIN MOTION	All in favor	

VIII. NEW BUSINESS

MOVED:		
SECONDED:		
VOTE ON MAIN MOTION	All in favor	

IX. COMMITTEE MEMBER'S COMENTS

Eric Whitney –

Mary Weiss –

Martin Leonard--

Leif Albertson –

X. ADJOURNMENT

MOVED:		
SECONDED:		
VOTE ON MAIN MOTION	All in favor	

Meeting Adjourned at pm.

Next meeting on November 5, 2012



Leif Albertson, Chair

Draft

ATTEST:


Annette Sutton, Recorder

City of Bethel, Alaska

Public Works Committee Minutes

February 27, 2013

Special Meeting

Bethel, Alaska

CALL TO ORDER

A special meeting of the Public Works Committee Meeting was held on February 27, 2013 at 6:25p.m. in the City Shop Conference Room, Bethel, Alaska was called to order by Committee Member Chair Frank Neitz.

ROLL CALL

Present: Joseph Klejka, Frank Neitz, Jennifer Dobson, Bill Schreiner, Scott Guinn, Donna Lindsey

Excused absence(s): Chuck Willert

Unexcused absence(s): None

Also in attendance were the following:

Bill Arnold, in place of the Public Works Director

Cheryl Roberts, Public Works Admin, Recorder of Minutes

John Sargent, City of Bethel, Grant Manager

Annual Election of Chair

MOVED BY:	J. Klejka	To Re-elect Frank Neitz to be the Chair for the Public Works Committee.
SECONDED BY:	J. Dobson	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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Annual Election of Vice-Chair

MOVED BY:	J. Klejka	To Re-elect Jennifer Dobson to be the Vice-Chair for the Public Works Committee.
SECONDED BY:	D. Lindsey	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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PEOPLE TO BE HEARD

None.

TO MOVE JOHN SARGENT TO TOP OF AGENDA FOR UPDATES

MOVED BY:	B. Schreiner	To approve the minutes of the regular meeting of December 19, 2012 & January 16, 2013.
SECONDED BY:	J. Klejka	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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APPROVAL OF AGENDA

MOVED BY:	J. Klejka	Motioned carried to approve the agenda.
SECONDED BY:	B. Schreiner	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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APPROVAL OF MINUTES

MOVED BY:	J. Klejka	To approve the minutes of the regular meeting of December 19, 2012 & January 16, 2013.
SECONDED BY:	S. Guinn	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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DIRECTOR'S REPORT

We are still working with CH2MHill for a contract, & CH2MHill is communicating with YKHC. CH2MHill has been getting information from YKHC about their water system & from what it looks like we can hook up to it, but it's just a matter of how.

UNFINISHED BUSINESS

Item A - Update - Closeout of 2 Outstanding Grants/ABC Loop

The Construction Grant is closed out. The Pre-Planning Grant includes two PER/ER's, one with the ABC Loop & the Sewage Lagoon Rehabilitation & other is on the Manhole which have already been approved. We are waiting on the final draft to be reviewed. And included in the grants we want to get the water pipes for ABC Loops replaced.

Item B - Update - Sewer Lagoon

Once the planning porting has been completed, we would like to move forward with USDA for funding for construction just in-case our funding doesn't go through the State.

Item C - Update - 5 Year Plan/ RFP - Water & Sewer Master Plan

Our committee had a discussion to contact the City Manager & to have someone contact LCG daily & to update the Public Works Committee every week.

To have someone call on the outstanding Grants daily

MOVED BY:	J. Klejka	Motion to have someone call on a daily basis for an update on the Grants & to contact the Public Works Chair on a weekly basis.
SECONDED BY:	J. Dobson	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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Item D - Update - Recycle Center

Jennifer had a discussion with the City Manager & mentioned to him that we had a vested interest in what was submitted to the Budget Request & that the Public Works Committee would like to provide input in the process because whatever they request for budget would be effected by staffing, hours open, etc. The City Manager said he would be submitting the budget proposal & to send him feedback before he submits it if we would like feedback, but we wouldn't have a chance to review the proposal before it was submitted to Council.

To Review the Proposal before it goes to City Council

MOVED BY:	B. Schreiner	Motion to review the Recycle Center Proposal before going to City Council and the money to run it.
SECONDED BY:	J. Klejka	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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Item E - Institutional Corridor - Feasibility Study

We're waiting on the State to decide on what they will be doing.

Item F - RFP - Cost Analysis of the City of Bethel's Water & Sewer Utilities

Preliminary information was presented to Council on February 26, 2013. From this information, it seems that the City can really profit from this. The Analysis did not address the actual cost per gallon of water per mile to hauled or piped homes. Plus the depreciation of the trucks & the pipes, we have never had that done. Also, the people on piped water are not paying the cost of delivering water to us. Piped water customers are not paying enough & the customers on trucked are paying more than the cost of their water. On the Sewage side, it's paying for itself, for piped & trucked. Council & the Public Works Committee can expect to receive a follow-up report in four weeks.

Item G - City Shop Floor - Chuck Willert

Update from Bill Arnold – We're working with CH2MHill to get the RFP done, they promised they would have it to us by Friday (March 1st). The engineer has been out here & Bill has been talking with him & the engineer. We received a matrix of eight different ways to replace the floor, & Bill let him know what & how he wanted the floor to be done.

Item H - New BNC / Swansons Complex Road Access

They would like to get the Planning Director at our next meeting to get an update on the Road Access & get some drawings/plans on this.

Item I - Wind Generation 100kw per Public Building

Ok to get 100kw per Building. 85% of what is produced goes back into the grid. Grants? Why those rules? Who do we contact to get the rules changed?

NEW BUSINESS

Item A - Recommendation to Council in regards to Sewage Lagoon Rehabilitation Project

To add a third Cell, on City land, to have a shorter distance, only about one mile instead of three miles, & it's cheaper & easier. The Public Works Committee has not yet reviewed the PER-ER, so Bill will give a copy to Jennifer. John Sargent is asking for a recommendation to support it, but the committee needs to review the document first.

Item B - Water and Sewer Utilities Development Priorities

Keep on for next meeting as to no one remembers what this is in reference to.

Item C - H-Marker Lake Road

The Polk's want to lease the road & they can close the road at any point if they are unhappy with what goes on.

Item D - TDX Avec Power Plant - Update

John Sargent is unsure of the status with TDX, but we are still negotiating with BUC & it's been a very slow process.

Item E - Rescheduling of Public Works Committee Meeting - BMC 2.52.130 - Requested by Chair

To Reschedule our March Public Works Meeting

MOVED BY:	J. Klejka	Motion to reschedule our normal Public Works meeting from Wednesday, March 20, 2013 to Monday, March 18, 2013 @ 6:30pm.
SECONDED BY:	J. Dobson	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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MEMBER COMMENTS

Joe - I've got really no comments & was happy about the meeting & welcome aboard Donna. Thank you everybody for showing up I really love the dedication of this committee. I love your minutes, you always do good minutes, and everyone always knows what's going on.

Jennifer - I had a few comments on the rate study, but Joe very thoroughly covered anything I had thought of. No other comments.

Bill - I liked your direction today that we were working on more action items & trying to get more people to make deliverables, I think that's a great way to go. And welcome Donna, thanks for joining the committee.

Scott - I still have a question; Why is the City plowing & giving them access to the road they won't give us access to? They plow right up to it & let them go right in it. We are plowing right up to, near Polk's land, & then stopping. Bill Arnold stated it's a city road & we are required to maintain it.

Donna - Looks like I have a lot of learning to do, I hope I'm up to it.

Frank - We are so glad to have you, Donna.

ADJOURNMENT

MOVED BY:	S. Guinn	Motion to adjourn the meeting.
SECONDED BY:	D. Lindsey	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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With no further business before the Committee, the meeting adjourned at 7:58 p.m.

APPROVED THIS _____ DAY OF MARCH, 2013.

Frank Neitz, Chair

Cheryl Roberts
Recorder of Minutes

Draft

**City of Bethel, Alaska
Energy Committee**

March 4, 2013

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Energy Committee held on March 4, 2013 at 6:30 pm in the City Hall Conference Room, Bethel, Alaska.

Chair, Leif Albertson called the meeting to order at 6:34 pm.

II. ROLL CALL

Compromising a quorum of the Committee, the following members were present for roll call:

Present:

Leif Albertson
Shari Neth
Mary Weiss
Eric Whitney
Martin Leonard
Greg McIntyre

Absent:

None

Ex-Officio members present were the following:

Annette Sutton

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

MOVED:	Greg McIntyre	Motion to approve the Agenda of March 4, 2013.
SECONDED:	Mary Weiss	
VOTE ON MAIN MOTION	All in favor	

V. APPROVAL OF THE MEETING MINUTES

MOVED:	Councilman Whitney	Motion to approve the December 3, 2012; January 7, 2013; February 4, 2013 meeting minutes. Approved with typo correction.
SECONDED:	Mary Weiss	
VOTE ON MAIN MOTION	All in favor	

Draft

VI. SPECIAL ORDER OF BUSINESS:

A. Election of Chair

MOVED:	Greg McIntrye	Voted to elect Leif Albertson as Chair.
SECONDED:	Shari Neth	
VOTE ON MAIN MOTION	All in favor	

B. Election of Vice-Chair

MOVED:	Greg McIntyre	Voted to elect Mary Weiss as Vice-Chair.
SECONDED:	Shari Neth	
VOTE ON MAIN MOTION	All in favor	

C. Committee Training

VII. OLD BUSINESS

Discussion, but no motions made.

VIII. NEW BUSINESS

Discussion, but no motions made.

IX. COMMITTEE MEMBER'S COMENTS

Leif Albertson: Curious about the Landfill Manager position.

Asked about the 800 buildings going away. Could there be some recycling?
Glad that there was a quorum. We need to get some projects on the table.

Shari Neth: Thanks to all who came and welcome to our newest member.

Councilmen Whitney: Apologized for not having an updated Tracking Sheet.
Welcome to Martin Leonard.

Martin Leonard: He is the new "Defacto" for the Watershed. They would be glad to help the city in any way possible. ONC and the Watershed will hold an Enviromental Conference this May.

Greg McIntyre: YKHC is recycling the 800 Building. Environmental issues have been the hold up. Recycling computer components also.

Mary Weiss: Glad that everyone was together.

X. ADJOURNMENT

MOVED:	Councilman Whitney	Motion to adjourn.
SECONDED:	Shari Neth	
VOTE ON MAIN	All in favor	

Draft

MOTION	
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Meeting Adjourned at pm.

Next meeting on November 5, 2012

Leif Albertson, Chair

ATTEST:

Annette Sutton, Recorder

DRAFT

**City of Bethel, Alaska
Parks and Recreation Committee Minutes**

March 4, 2013

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

The meeting was called to order by Margie Revet at 6:08 PM.

II. ROLL CALL

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

Susan Taylor, Minnie Sallison Fritts, Margaret Revet, Amanda Colvin,
Barbara Mosier

Excused absence(s): Erica Neck, Mary Sattler

Unexcused absence(s):

Also in attendance were the following:

Ronda Sargent, Acting Director

III. PEOPLE TO BE HEARD

Mike Nevenzel, Pool Project Manager with ProDev

MOVED BY:	M. Fritts	To move into committee of the whole to work on the Open House Reunion project.
SECONDED BY:	S. Taylor	
VOTE ON MOTION	Unanimously approved	

XII. ADJOURNMENT

MOVED BY:	S. Taylor	To adjourn the meeting
SECONDED BY:	M. Revet	
VOTE ON MOTION	Unanimously approved	

With no further business before the Committee, the meeting adjourned at 7:10 PM.

APPROVED THIS ____ DAY OF _____, 2013.

Barbara Mosier, Chair

Joene Billy, Committee Secretary



Planning Commission Meeting Agenda

Regular Meeting Thursday, March 14, 2013 – 6:30PM
City Hall Council Chambers 300 Chief Eddie Hoffman Highway

MEMBERS

John Guinn
Chair
Term Expires
12/2013

Joy Shantz
Vice-Chair
Term Expires
12/2013

Rick Robb
Council Rep.
Term Expires
10/2013

Mike Walter
Committee Member
Term Expires
12/2013

Abe Palacios
Committee Member
Term Expires
12/2015

Cliff Linderoth
Committee Member
Term Expires
12/2014

VACANT
Committee Member
Term Expires

Rachael Pitts
Ex-Officio Member

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (15 Minute Limit)
- IV. APPROVAL OF MINUTES OF THE FEBRUARY 14, 2013 MEETING
- V. APPROVAL OF AGENDA
- VI. DIRECTOR'S REPORT
- VII. COMMISSIONER'S COMMENTS
- VIII. SPECIAL ORDER OF BUSINESS:
 - A. Election of Planning Commission Chairman
 - B. Election of Planning Commission Vice Chairman
- IX. UNFINISHED BUSINESS: A. Rewriting the Bethel Municipal Code (BMC) on Nuisance Properties (to focus on abandoned homes and focusing responsibility for regulatory process to city staff) Sec. 15.03-abandoned homes, to rescind 15.04
- X. NEW BUSINESS
 - A. Zoning Change for a new Proposed Residential ("Snowridge") Subdivision, located East and West of Tundra Ridge Road, and South of Tundra Ridge Subdivision
- XI. ADJOURNMENT

City of Bethel, Alaska Planning Commission

March 14, 2013

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

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

Chairman, John Guinn, called the meeting to order at 6:30 pm.

II. ROLL CALL

Compromising a quorum of the Commission, the following members were present for roll call: John Guinn, Joy Shantz, Rick Robb, Mike Walter, Abe Palacios, and Cliff Linderoth.

Ex -Officio members present were the following: Rachael Pitts, Planning Director and Betsy Jumper, Recorder

III. PEOPLE TO BE HEARD

- None

IV. APPROVAL OF AGENDA

MOTION TO APPROVE THE AGENDA FOR THE MARCH 14, 2013 MEETING

MOVED:	Joy Shantz	To approve the agenda for the March 14, 2013 meeting.
SECONDED:	Abe Palacios	
VOTE ON MAIN MOTION	All in favor Motion passes; 6 yes and 0 opposed.	

V. APPROVAL OF MINUTES

MOTION TO APPROVE THE MINUTES FROM THE FEBRUARY 14, 2013 MEETING

MOVED:	Mike Walter	To approve the minutes of the Feb. 14, 2013 meeting.
SECONDED:	Rick Robb	
VOTE ON MAIN MOTION	All in favor Motion passes; 6 yes and 0 opposed.	

VI. PLANNER'S REPORT: Rachael went over the monthly planner's report.

VII. COMMISSIONER'S COMMENTS: Joy inquired about the "APOC" statements, what the status is, etc. and Rick informed her that the City Clerk and Council are formulating a new financial disclosure statement that should hopefully be done soon. Rick also shared with the group the status of the Airport Master Plan.

VIII. SPECIAL ORDER OF BUSINESS: A. Election of Planning Commission Chairman; B. Election of Planning Commission Vice-chairman.

MOTION TO ELECT JOHN GUINN AS CHAIRMAN

MOVED:	Joy Shantz	To elect John Guinn as Chairman of the Planning Commission.
SECONDED:	Abe Palacios	
VOTE ON MAIN MOTION	All in favor Motion passes; 6 yes and 0 opposed.	

MOTION TO ELECT JOY SHANTZ AS VICE-CHAIRMAN

MOVED:	Abe Palacios	To elect Joy Shantz as Vice-Chairman of the Planning Commission.
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor Motion passes; 6 yes and 0 opposed.	

IX. UNFINISHED BUSINESS: A. Rewriting the Bethel Municipal Code (BMC) on Nuisance Properties (to focus on abandoned homes and focusing responsibility for regulatory process to city staff) Sec. 15.03-abandoned homes, to rescind 15.04.

The Planning Commission went over the proposed revision to the BMC in depth and came up with some changes.

MOTION TO CHANGE/AMEND THE DEFINITION OF ITEM "E" (section 15.03.010)

MOVED:	Rick Robb	To change the language of "E" fire hazard language—to delete part of the definition in the paragraph and to insert "any combustible or explosive material stored in a negligent and unsafe manner".
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor Motion passes; 6 yes and 0 opposed.	

MOTION TO STRIKE THE WORD "MORALS" THROUGHOUT SECTION 15.03

MOVED:	Joy Shantz	To get rid of the words "morals", throughout Section 15.03 of the BMC.
SECONDED:	Mike Walter	
VOTE ON MAIN MOTION	All in favor Motion passes; 6 yes and 0 opposed.	

MOTION TO STRIKE THE WORD "IMMORAL" IN ALL INSTANCES FROM SEC. 15.03

MOVED:	Mike Walter	To remove the word "immoral" throughout Section 15.03 of the BMC.
SECONDED:	Joy Shantz	
VOTE ON MAIN MOTION		
All in favor Motion passes; 6 yes and 0 opposed.		

MOTION MADE IN ALL INSTANCES WHERE IT SAYS "CITY PLANNER, OR THEIR DESIGNEE" TO CHANGE IT TO "CITY PLANNER, OR ACTING CITY PLANNER" UNDER SEC. 15.03.050 NOTICE AND ABATEMENT

MOVED:	Mike Walter	To remove "City Planner or their designee" to "City Planner and Acting City Planner" under Section 15.03.050 of the BMC.
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION		
All in favor Motion passes; 5 yes and 1 opposed.		

MOTION TO AMEND IN ALL INSTANCES, " FIRE CHIEF AND ACTING FIRE CHIEF, THE POLICE CHIEF AND ACTING POLICE CHIEF" AND DELETE "DESIGNEE" UNDER SECTION 15.03.040, NUMBER 5.

MOVED:	Mike Walter	To amend in all instances "fire chief and acting fire chief, the police chief and acting police chief" and delete "designee".
SECONDED:	Joy Shantz	
VOTE ON MAIN MOTION		
All in favor Motion fails; 0 yes and 6 opposed.		

MOTION TO ACCEPT AND RECOMMEND TO CITY COUNCIL, THE REWRITE OF SECTION 15.03 WITH NOTED CHANGES

MOVED:	Joy Shantz	To accept the rewrite of Abandoned Homes, Section 15.03 (to rescind Sec. 15.04).
SECONDED:	Mike Walter	
VOTE ON MAIN MOTION		
All in favor Motion passes; 6 yes and 0 opposed.		

- X. **NEW BUSINESS:** Zoning change for a new proposed residential subdivision ("Snowridge") Subdivision, located East and West of Tundra Ridge Road, and South of Tundra Ridge Subdivision.

XI. MOTION TO ACCEPT THE ZONING CHANGE.

MOVED:	Mike Williams	To accept/approve the zoning change, from General Use, Preservation, and no designated zoning district, to Residential Zoning for the Snowridge Subdivision.
SECONDED:	Joy Shantz	
VOTE ON MAIN MOTION	All in favor Motion passes; 6 yes and 0 opposed.	

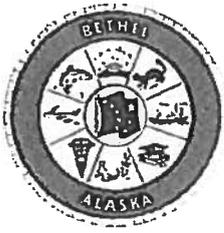
XII. ADJOURNMENT, Motion to adjourn the meeting.

MOVED:	Joy Shantz	To adjourn the meeting at 8:00 pm.
SECONDED:	Abe Palacios	
VOTE ON MAIN MOTION	All in favor Motion passes; 6 yes and 0 opposed.	

Next meeting will be on April 11, 2013.

John Guinn, Chairman

Betsy Jumper, Recorder



City of Bethel

Finance Committee Agenda

Special Meeting

Friday March 15, 2013 – 6:30 p.m.

City Hall, Bethel, Alaska

Sadie Priem
Finance Committee Chair

Clark Davis
Finance Committee Vice Chair

Kevin Kristof
Finance Committee Member

Gene Peltola Jr
Council Representative

Dave Trantham, Jr.
Finance Committee Member

Carol Ann Willard
Finance Committee Member

Ann Willert
Finance Committee Member

Lee Foley
City Manager
543-1373
lfoley@cityofbethel.net

Bobby Sutton
Finance Director
543-1376
bsutton@cityofbethel.net

Eric Johnson
Assistant Finance Director
543-1375
ejohnson@cityofbethel.net

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PEOPLE TO BE HEARD** – Five minutes per person
- IV. APPROVAL OF AGENDA**
- V. APPROVAL OF MINUTES OF REGULAR MEETING OF January 24, 2013 and February 18, 2013**
- VI. SPECIAL ORDER OF BUSINESS**
 - A: Annual Committee and Commission Training-** By City Clerk
- VII. NEW BUSINESS**
 - A: Rescheduling Finance Committee Meetings- BMC: 2.52.130-** Requested by Finance Director
- VIII. COUNCIL MEMBER COMMENTS**
- IX. FINANCE DIRECTOR'S COMMENTS**
- X. FINANCE COMMITTEE MEMBER COMMENTS**
- XI. ADJOURNMENT**

Posted on March 12, 2013 at City Office, AC Co., Swanson's & Post Office


Sham Salyers, Recorder

Bethel City Council

Unfinished Business

Introduced by: Council Member Sigmon
Introduction Date: March 12, 2013
Public Hearing: March 26, 2013
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #13-04

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE BETHEL MUNICIPAL CODE TO REPEAL BMC 2.05 RESPONSIBILITIES OF CITY COUNCILMEMBERS, MUNICIPAL OFFICERS, APPOINTED OFFICIALS AND EMPLOYEES-CONFLICT OF INTEREST AND ENACT SECTION 2.05 CITY OFFICERS GENERALLY AND 2.06 BOARD OF ETHICS

BE IT ORDAINED by the City Council of Bethel, Alaska, that:

SECTION 1. Classification. This ordinance is of permanent nature and shall be codified within the Bethel Municipal Code.

SECTION 2. Amendment. Amending Bethel Municipal Code by repealing BMC 2.05 Responsibilities of City Councilmembers, Municipal Officers, Appointed Officials and Employees -Conflicts of Interest and Enacting Bethel Municipal Code 2.05 City Officers Generally.

Chapter 2.05

~~RESPONSIBILITIES OF CITY COUNCILMEMBERS, MUNICIPAL OFFICERS, APPOINTED OFFICIALS AND EMPLOYEES—CONFLICTS OF INTEREST~~

Sections:

- ~~2.05.010~~ Conduct in office—Investigations.
- ~~2.05.020~~ Oath.
- ~~2.05.030~~ Delivery of office.
- ~~2.05.040~~ Reports.
- ~~2.05.050~~ Resignation.
- ~~2.05.060~~ Conflicts of interest.
- ~~2.05.070~~ Representative of the city of Bethel.

~~2.05.010 Conduct in office—Investigations.~~

A. Definitions:

1. Municipal officers shall include the city manager, the city clerk and the city staff attorney of the city of Bethel.

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~~2. City employees shall include all persons employed full time or part time, in a permanent or temporary capacity, in an active or inactive status by the city of Bethel.~~

~~3. Appointed officials shall include all committee and commission members.~~

~~B. The city manager shall have the power to inquire into the conduct of any office, department, officer, or employee of the municipality and to make investigations into municipal affairs and require that books, papers, and other evidence be made available for inspection. Failure to obey such orders to provide books or other documents or evidence may constitute grounds for the immediate discharge or suspension of any employee in accordance with the municipality's personnel policies, applicable law, or codes of conduct. The city council, by a majority vote, shall have the power to inquire into the conduct of any municipal officer, city councilmember, or appointed official about matters pertaining or possibly pertaining to administration of their duties which affect the operation of the affairs of the municipality.~~

~~2.05.020 Oath.~~

~~All employees of the municipality shall, before entering upon the duties of their office, individually take an oath in writing to honestly, faithfully, and impartially perform and discharge the duties of his or her office and trust. This oath shall be filed in their personnel file.~~

~~2.05.030 Delivery of office.~~

~~Whenever an officer, appointed official, or employee leaves office or employment for any reason, he or she shall promptly deliver to his or her successor in office or to the mayor, manager, or other municipal official all municipal property, including books, working papers, records, money, equipment, and effects, that are in his or her custody, possession, or control.~~

~~2.05.040 Reports.~~

~~Every department head shall make a monthly report to the city council of the activities of the department for the preceding month and present a calendar of activities for the upcoming month. Subject to approval of the city manager, the department head may appoint someone familiar with the activities of the department to prepare and make the monthly report. Such monthly report shall include a report on the department's finances.~~

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~~2.05.050 Resignation.~~

~~Resignations of municipal officers and appointed officials shall be made in writing and filed with the clerk. The clerk shall immediately notify the mayor or manager and city council. Appointed employees shall follow the resignation procedures in the city's personnel policies.~~

~~2.05.060 Conflicts of interest.~~

~~A. Prohibitions.~~

- ~~1. No elected official, appointed municipal officer, committee or commission member or municipal employee shall use his or her office or official position for the primary purpose of obtaining financial gain for themselves or their spouse, child, parent or business with which he or she is associated or owns stock. This provision does not apply to financial gain from salary under the terms of employment.~~
- ~~2. No elected official (except in the case of a member of the city council where the presiding officer or city council rule otherwise as provided in subsection D of this section), appointed municipal officer, appointed official or municipal employee shall participate in any official action in which he or she has a substantial financial interest. Prohibited participation includes voting as a member of the city council, taking part in debate, soliciting the vote of a member of the city council, or encouraging any municipal official or officer to act in a certain way.~~
- ~~3. No elected official, appointed municipal officer, appointed official or municipal employee may accept from any other elected official, appointed municipal officer, appointed official or municipal employee or any other person, money, gifts valued at more than ten dollars (\$10), promises of future benefits, or any other thing of value, for performing any function or service that is a normal part of his or her duties, or in exchange for voting or acting in any particular way on any matter that comes before him or her in the course of his or her duties. This subsection does not prohibit any person from accepting an award or bonus authorized by the city council to be given for meritorious service.~~
- ~~4. No elected official, appointed municipal officer, appointed official or municipal employee, and no other person shall give or offer to give money, gifts valued at more than ten dollars (\$10), promises of future benefits, or any other thing of value to any elected official, appointed municipal officer, appointed official, or municipal employee for performing any function or service that is a normal part of his or her duties, or in exchange for voting or acting in any particular way on any matter that comes before him or her in the course of his or her duties. This subsection does not prohibit any~~

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~~person from voting for or participating in granting an award or bonus authorized by the city council to be given for meritorious service.~~

~~B. Financial Interests Which May Be Conflicts of Interest. The following is a list of examples of financial interests substantial enough that any member of the city council, appointed officer, appointed official or municipal employee who falls under any of the categories listed below should not vote or act on. The categories below are not meant to be a complete listing of all possible conflicts of interest. Any instances not covered below should come before the city council for a vote as the individual matters arise. A member of the city council, appointed officer, appointed official or municipal employee should abstain from voting or refrain from acting if:~~

- ~~1. He or she (or a member of his or her immediate family) individually, jointly, or in partnership with another has an interest in land or buildings, other than his or her residence, which will be affected by the vote or action.~~
- ~~2. He or she (or a member of his or her immediate family) is party to or beneficiary of a contract for a sum of one thousand dollars (\$1,000) or more in value that will be affected by the vote or action.~~
- ~~3. He or she (or a member of his or her immediate family) is individually, jointly, or in partnership with another the owner of a business, or has an interest in a business of one thousand dollars (\$1,000) or more that will be affected by the vote or action.~~
- ~~4. He or she (or a member of his or her immediate family) is a member of a board of directors or city council or an officer of, or holds a management position with, an organization that has financial dealings of one thousand dollars (\$1,000) or more in value with the municipality that will be affected by his or her vote or action.~~
- ~~5. He or she is an employee of an organization that has financial dealings of one thousand dollars (\$1,000) or more in value with the municipality that will be affected by his or her vote or action.~~

~~C. Conflicts of Interest and Disclosure—City Councilmembers.~~

- ~~1. Each member of the city council shall disclose any financial interest he or she may have in any matter that comes before the city council for a vote. If the member believes that the financial interest is substantial, he or she shall ask to be excused from voting on the matter.~~
- ~~2. The mayor shall rule on the request of a member of the city council to be excused from voting on a matter in which the member has or believes he or she has a~~

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~~substantial financial interest, unless the mayor is the member making the request or has the same or a similar or related financial interest in the same matter, in which case the city council shall designate another councilmember who has no financial interest in the matter to rule on the request.~~

~~3. The decision of the mayor (or designated member of the city council) on the member's request to be excused from voting may be overridden by a majority vote of the city council. Neither the councilmember making the request nor any other councilmember, who has disclosed a similar or related interest in the same matter, may rule on any member's request to be excused from voting on the matter or vote on the question of overriding such a ruling.~~

~~4. If any resident of the municipality believes that a member of the city council may have an undisclosed conflict of interest, the resident may request a confidential meeting with the mayor (or, in the event that a claimed potential conflict of interest involves the mayor, any other member of the city council chosen by the resident requesting the meeting) and the councilmember who may have a conflict of interest. If, as a result of the confidential meeting, the member of the city council with the potential conflict or the mayor decides that the financial interest must be disclosed to the city council, the member of the city council shall disclose the interest to the city council as provided in subsection (C)(1) of this section.~~

~~5. A member of the city council who has a substantial financial interest in a matter before the city council, and who has been excused from voting on that matter, may not participate as a councilmember in the debate on the matter. If the matter is discussed by the city council in executive session, the member shall be excluded during the executive session.~~

~~6. If a conflict of interest is discovered after an official action has been undertaken or completed, the city council may by a majority vote, excluding the vote of any affected member, resolve to rescind the official action or to take any other remedial steps necessary.~~

~~D. Conflicts of Interest and Disclosure—Municipal Officers, Appointed Officials, and Employees.~~

~~1. Each municipal officer, appointed official and employee shall disclose any financial interest he or she may have in any matter that has come before the municipal officer, appointed official or employee for action in the course of his or her duties. If either the municipal officer, appointed official or employee making the disclosure, the mayor (or, in the case of city employees, the city manager) concludes that the financial interest in~~

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~~question is substantial, then the municipal officer, appointed official or employee shall not act or participate in taking action on the matter.~~

~~2. Any resident of the municipality who thinks that a municipal officer, appointed official or employee may have an undisclosed conflict of interest may request a confidential meeting with the city manager (in the case of a city employee) or the mayor (in the case of a city municipal officer or appointed official) and the municipal officer, appointed official or employee who may have a conflict of interest. If, as a result of the confidential meeting, the municipal officer, appointed official or employee with the potential conflict concludes that he or she should refrain from acting on the matter, or the city manager (or the mayor) directs the municipal officer, appointed official or employee to refrain from acting on the matter, all proceedings of the meeting with the resident and the city manager (or mayor) will remain confidential. If neither the municipal officer, appointed official or employee nor the city manager (or mayor) decides that the municipal officer, appointed official or employee must refrain from acting, the resident may request the city council to consider the matter at its next regular meeting.~~

~~E. Violations:~~

~~1. Any member of the city council who violates this chapter by knowingly refusing to disclose a financial interest as required by this section may be censured by the city council. Such censure shall be made upon a two-thirds (2/3) majority vote of the city council. No member of the city council may vote on any question of his or her own censure, but may participate in any discussion and debate on the matter.~~

~~2. Any municipal officer who violates this chapter by knowingly refusing to disclose a financial interest as required by this section may be terminated from employment by a two-thirds (2/3) vote of the city council in accordance with the municipal officer's contract with the city of Bethel. The municipal officer has the right to address the city council before any vote on the matter.~~

~~3. Any appointed official who violates this chapter by knowingly refusing to disclose a financial interest as required by this section may be suspended or permanently removed from the committee or commission. Such removal or suspension shall be made upon a two-thirds (2/3) majority vote of the city council. Any suspension shall be for a period of up to ninety (90) days. The appointed official has the right to address the city council before any vote on the matter.~~

~~4. Any employee who violates this chapter by knowingly refusing to disclose a financial interest as required by this section may be terminated from employment by the city manager in accordance with the municipality's personnel policies and applicable law.~~

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~~The employee has the right to address the city manager before any decision on the matter.~~

~~2.05.070 Representative of the city of Bethel.~~

~~City councilmembers, municipal officers, and appointed officials of the city of Bethel shall support the direction of the city council when representing the city of Bethel or acting on behalf of the city. All such individuals shall clearly make known any personal communication or action which contradicts city council direction as representing their own personal views and/or ideas.~~

Chapter 2.05 City Officers Generally

2.05.010 Definitions

As used in this chapter, the following definitions shall apply:

- A. "Appointed Body" means any municipal commission, board, or committee created by ordinance or resolution with members of the public appointed subject to the confirmation by the City council.
- B. "Appointed Official" means a board or commission member appointed by the mayor subject to confirmation by the City Council.
- C. "City Official" means a person who holds elective office under the ordinances of the City, or who is a member of a board or commission whose appointment is subject to confirmation by the City Council.
- D. "Elected Official" means a person holding an elective office subject to municipal elections under the code.
- E. "Financial Interest" includes the receipt of a pecuniary benefit or the expectation of a pecuniary benefit.
 - 1. A financial interest of a person includes a financial interest of any member of the person's household.
 - 2. A person has a financial interest in an organization if the person:
 - a. Has an ownership interest in the organization or
 - b. Is a director, officer or employee of the organization.
 - 3. Whether a financial interest is substantial is determined on a case-by-case basis.
- F. "Hired consultant and contractors" means a person or organization hired by the city as an independent contractor and not as an employee.
- G. "Immediate family member" means
 - 1. The spouse of the person;

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2. Another person cohabiting with the person in a conjugal relationship that is not a legal marriage;
 3. A child, including a stepchild and an adoptive child, of the person;
 4. A parent, sibling, grandparent, aunt or uncle of the person; and
 5. A parent or sibling of the person's spouse.
- H. "Municipal employee" means any person employed by the city, whether full time or part time, temporary or permanent, but excluding elected officials and appointed officials.
- I. "Municipal officer" includes the city manager, city attorney and city clerk.
- J. "Source of income" means an employer or other person or entity paying compensation, dividends, or interest, directly or indirectly, for services, products, or investments. If the income being reported is derived from employment by a sole proprietorship, partnership, or corporation in which the reporting person, the spouse or children, or a combination of them hold a controlling interest, that proprietorship, partnership, or corporation may be designated as the source of income without specifying clients or customers if the business is one that is normally conducted on a cash basis and typically does not keep records of individual customers. In all other cases, the clients or customers of the proprietorship, partnership, or corporation shall be listed as sources of income of the person whose income is being reported, whose spouse, children, or a combination of them hold a controlling interest.

2.05.020 Oath.

All municipal officers and city officials shall, before entering upon the duties of their office, individually take an oath, in writing, to honestly, faithfully, and impartially perform and discharge the duties of his or her office and trust. This oath shall be filed in their personnel file.

2.05.030 Resignation.

Resignations of municipal officers and city officials shall be made in writing and filed with the clerk. The clerk shall immediately notify the mayor or manager and city council. Municipal employees shall follow the resignation procedures in the city's personnel policies.

2.05.040 Conflicts of interest and Code of Ethics- Generally

A. A person subject to the requirements of this chapter may not:

1. Use their official position or office for the primary purpose of obtaining personal financial gain or financial gain for an immediate family member or

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business with which the person is associated or in which the person owns stock. This provision does not apply to financial gain from salary under the terms of employment.

2. No city official, shall use the implied authority of office or position for the purposes of unduly influencing the decision of others, or promoting a personal interest within the community. City officials will refrain from using their title except when duly representing the city in an authorized capacity. Unless duly appointed by the council to represent the interest of the full council, councilmembers shall refrain from implying their representation of the whole by the use of their title.

3. Solicit or receive money for advice or assistance given in the course of the officer's or employee's employment or relating to that employment.

4. Represent a client before the city council for a fee, except employee members of the unions pursuant to labor agreements.

5. Solicit or accept a gift if it can be reasonably inferred that the gift is intended to influence the elected official's independence of judgment in the exercise of official duties.

- a. An item is a "gift" under this subsection if it is:
 - i. Money, an item of value, service, loan, travel or hospitality accommodation, entertainment, or employment; and
 - ii. Provided to an elected official, or to another person or entity designated by the elected official, for less than full value.
- b. Unless rebutted by other factors, food or beverage for immediate consumption is presumed not to be given under circumstances in which it could be reasonably inferred that they are intended to include the elected official's independence of judgment in the exercise of official duties.
- c. The following unsolicited gifts are allowed, provided that if disclosure is required, the gift disclosure form is timely filed with the municipal clerk within 30 days of the receipt of the gift:
 - i. Payment for a business meal offered as a courtesy in the context of municipal duties, provided that such meals shall not be accepted on a basis so frequent from any one source or a combination of sources as to raise an appearance of the use of the person's public position for private gain. No disclosure is required.
 - ii. A discount or price available to public sector officials generally, or to a large business category of public officials to which the elected officials belongs. No disclosure is required.

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- iii. A monetary gift or award presented in recognition of meritorious, civic, or voluntary service, so long as presented by a recognized civic or non-profit charitable organization presenting such a gift or award as part of an established tradition, and not given as financial inducement for official action. An elected official shall disclose a recognition gift or award in excess of \$150.00.
 - iv. A perishable gift for immediate consumption or display, from member(s) of the public expressing general gratitude or holiday cheer. No disclosure is required.
 - v. In-state travel and hospitality discounts or accommodations offered or provided to an elected official shall be applied to any municipal expense for the travel. No disclosure is required. Out of state gifts of travel and hospitality related to providing or obtaining information primarily of matters related to the duties of the elected official are allowed. Gifts in this category in excess of \$250.00 shall be disclosed to the council prior to acceptance.
- d. Gifts that are not connected with the recipient's status as an elected official are outside the scope of this chapter and no disclosure is required.

6. No city official may vote on any question in which the member has a direct or indirect substantial financial interest. Direct or indirect financial interest shall be disclosed to the presiding officer prior to the discussion on the question, for a ruling on a request from the member with the financial interest to be excused from discussion vote. The decision of the presiding officer on a request by a member of the governing body or an appointed body to be excused from a vote may be overridden by the majority vote of the body. If there are not at least four members in attendance who are qualified to vote, the matter shall be tabled until the next regular or special meeting at which four members qualified to vote on the matter are in attendance.

7. No city official, municipal officer, appointed official or municipal employee shall participate in any official action in which he or she has a substantial financial interest. Prohibited participation includes voting as a member of the city council, taking part in debate, soliciting the vote of a member of the city council, or encouraging any municipal official or officer to act in a certain way.

8. No city official municipal officer or municipal employee may disclose information he or she knows to be confidential concerning employees of the city, city property, city government, or other city affairs, including but not limited to confidential information disclosed during an executive session, unless authorized or required by law to do so.

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B. Nothing in this section is intended to limit the scope of additional restrictions, prohibitions and disclosure requirements applicable to municipal employees, appointees and elected officials under this chapter.

2.05.050 Improper influence in grants, contracts, or leases.

- A. A municipal officer or municipal employee, or immediate family member, may not attempt to acquire, receive, apply for, be a party to, or have a substantial personal or substantial financial interest in a city grant, contract, or lease if the municipal officer or public employee may take or withhold official action that affects the award, execution, or administration of the city grant, contract, or lease;
- B. The prohibition in A. of this section does not apply to a city grant, contract, or lease competitively solicited unless the employee;
 - 1. is employed by the department or division awarding the grant, contract, or lease, or is employed by the department or division for which the grant, contract, or lease is let;
 - 2. takes official action with respect to the award, execution, or administration of the grant, contract, or lease.
- C. A municipal employee shall report in writing to his/her supervisor any personal or financial interest held by the employee, or an immediate family member, in a city grant, contract, or lease that is awarded, executed, or administered by the department or division served by the employee.
- D. The city council may provide a waiver from this section as provided in BMC 4.20.240.

2.05.060 Representative of the city of Bethel.

City Officials, municipal officers, and municipal employees of the city of Bethel shall support the direction of the city council when representing the city of Bethel or acting on behalf of the city. All such individuals shall clearly make known any personal communication or action which contradicts city council direction as representing their own personal views and/or ideas.

2.05.070 Outside employment restricted.

Municipal employees shall not engage in any employment or self-employment which is incompatible with or in conflict with his/her public employment. A public employee who wishes to engage in other employment or self-employment shall request prior approval from the city manager. If the manager determines that the employment is not incompatible and is not in conflict with the proper discharge of official duties, the manager may give written approval. Any change in an employee's approved outside

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service or employment activities must be reported to the city manager. If the employee is the city manager, city attorney, or city clerk, the employee shall request approval from the city council, which will have the responsibility for determining compatibility, and, upon a determination that the services or employment are not incompatible or in conflict with official duties, may approve the services or employment in writing.

2.05.080 Report of financial and business interests.

A. A candidate for elective municipal office shall file a statement under oath with the city clerk, at the time of filing a nominating petition and declaration of candidacy, specifying the candidate's business interests and income sources, and shall file a similar statement of income sources and business interests with the City Clerk not later than April 15 of each year that they hold office.

B. The city manager and any appointed councilmember and planning commissioner shall file a statement under oath with the city clerk, within 30 days after appointment to office, specifying sources of business interests and income.

2.05.090 Contents of statement.

A. The statement filed by the city manager, elected official, planning commissioner or candidate under this chapter shall be an accurate representation of the financial affairs of the business interests and sources of income for the officer or the officer's immediate family, to the extent those sources of income or business interests are ascertainable by the officer or candidate.

B. The statement filed shall include the following information relating to the filer's immediate family living in the household excluding filer's dependent children:

1. The source of all income of \$5,000 during the preceding calendar year, including taxable capital gains, except that a source of income that is a gift must be included if the value of the gift exceeds \$250;
2. The name and address of each business entity owned or in which an interest was held during the preceding calendar year, including a statement of the nature of the interest owned or held, except that an interest held in a retirement account or an interest of less than \$5,000 in the stock of a publicly traded corporation need not be included;
3. The name and address of each business in which the filer is an officer, director, manager, or employee during the preceding calendar year;

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4. The identity and nature of each interest in real property located within the City limits, including an option to buy, owned at any time during the preceding calendar year;

5. A list of all contracts, bids, or offers to contract with the city during the preceding year, including those made through a proprietorship, partnership, or corporation in which the filer or an immediate family member, or a combination of them, hold a controlling interest.

2.05.100 Modified requirements for professionals.

Notwithstanding other provisions of this chapter, medical and psychiatric doctors, attorneys, ~~and~~ psychologists or other professionals are not required to disclose as sources of income the names of individual patients or clients who receive professional services normally considered to be confidential. This exemption shall not apply to the identity of any corporation or other business entity having a contract with the professional producing income of \$5,000 or more for services to its members or a defined group, nor to the identity of clients receiving services that do not fall within the candidate's or official's field of professional expertise.

2.05.110 Administration and inspection.

The city clerk shall administer the provisions of this chapter. The clerk shall prepare and keep available for distribution standardized forms on which the reports required by this chapter shall be filed. The city clerk may make such alterations to the forms as may be necessary.

2.05.120 Records, public information.

All statements required to be filed by this chapter are public records.

2.05.130 Refusal or failure to disclose.

A. If a candidate fails or refuses to file the statement required by this chapter, his or her filing shall be refused or, if previously accepted, shall be returned and his or her name shall be withheld or removed from the filing records of candidates.

B. A person who refuses or knowingly fails to make a required disclosure of information as provided in this chapter or who files a statement containing false or misleading information knowing it to be false or misleading, shall be guilty of a violation and upon conviction is punishable by a fine as provided for violations in BMC 1.08 and may be removed from office which they are seated.

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2.05.140 Application of state statutes.

A. Nothing in this chapter is intended to curtail, modify, or otherwise circumvent the application of the Alaska Statutes to any conduct involving bribery or other offenses against public administration.

B. All municipal officers as defined by Alaska Statutes (AS) Chapter 39.50 are exempt from the provisions of AS 39.50 relating to conflicts of interest or financial disclosures.

2.05.150 Conflict of interest-elected city officials.

A. Excepts as provided herein a city official may not participate in any official action in which the official or a member of the officials' immediate family has a substantial financial interest. For purposes of this section participation shall not include discussing the matter with city officials or addressing the city council as a private citizen, but shall include voting and participating in the debate as a council member.

B. A city official shall disclose any substantial financial interest in any matter before the body, prior to debating or voting upon the matter. Any official of the body may raise a question concerning another member's financial interests, in which case the member in question shall disclose relevant facts concerning the official's financial interests in the subject of the action.

C. Whether the direct or indirect financial interest is substantial shall be determined by the presiding officer on a case-by-case basis, with evaluation of these factors:

1. Whether the financial interest is a substantial part of the consideration;
2. Whether the financial interest directly and substantially varies with the outcome of the official action;
3. Whether the financial interest is immediate and known or conjectural and dependent on the factors beyond the official action;
4. Whether the financial or private interest is monetarily significant;
5. Other factors deemed appropriate by the presiding officer under the specifics of the disclosure and the nature of the action taken before the council body, or commission.

D. After a city official has made known any substantial financial interest in any question to be voted upon by the body

1. The officer shall ask to be excused from the debate and vote on the matter;
2. The presiding officer shall rule on the request;

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3. The decision of the presiding officer shall be final unless overridden by a majority vote of the body;

E. In the event that the official with a substantial financial interest is the presiding officer, the request shall be ruled upon by a vote of the body. An official may not participate in the matter if the presiding officer or a majority vote of the body determines the financial interest is substantial. Neither the city official making the request nor any other city official, who has disclosed a similar or related interest in the same matter, may rule on any member's request to be excused from voting on the matter or vote on the question of overriding such a ruling.

2.05.160 Conflict of interest – municipal employee.

A municipal employee shall not participate in an official action in which the employee or a member of the employee's immediate family has a substantial financial or private interest. A municipal employee shall disclose, in written narrative form, to their supervisor the employee's financial or private interest in official action and the financial or private interest of any member of the employee's immediate family as defined in 2.05.010 E., if the employee's duties could influence the official action.

A. Whether the municipal employee is prohibited from participation in official action due to substantial financial or private interest shall be determined by the city manager with evaluation of these factors:

1. Whether the financial or private interest held by the employee or a family member is a substantial part of the official action under consideration;
2. Whether the financial or private interest varies directly and substantially with the outcome of the official action;
3. Whether the financial or private interest is monetarily significant;
4. Whether the public disclosure requirements applicable to municipal employees under this chapter have been fully met;
5. Whether public disclosure of the municipal employee's financial or private interest and management of the potential for conflict of interest are sufficient to maintain the integrity of the decision making process.

B. The determination of the city manager shall be filed with the municipal clerk as a public record.

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C. A complaint to the city manager or mayor for conflict of interest based on substantial financial or private interest in official action by a municipal employee shall be filed as a notice of potential violation under 2.05.210.

2.05.170 Procedure for declaring potential conflicts of interest –City Manager

The city manager who has or may have a substantial financial interest in an official action shall disclose the facts concerning the manager's financial interests to the city council prior to taking any official action. If the city council determines the manager has a substantial financial interest in the action, the city council shall excuse the manager and assign another city employee to the matter.

2.05.180 Conflict with collective bargaining agreement.

In the event any section or provision in this chapter conflicts with an applicable collective bargaining agreement for a public employee, the collective bargaining agreement shall control with respect to that employee.

2.05.190 Employment prohibited.

No member of the council may be employed by the city in any capacity within a 12-month period immediately preceding or following the term of that individual unless the member is employed as a hired consultant or contractor and a waiver has been provided by the city council as described in BMC 4.20.240.

2.05.200 Political activity. The following limitations shall apply to political activity:

1. Departments, boards, and commissions, of municipal government shall not:
 - a. Expend municipal funds for the support, opposition or endorsement of candidates for any elected government office.
 - b. Expend municipal funds for paid advertisement which advocates or promotes a particular position, or solicits members of the public to advocate or promote a particular position, on legislation or other action pending before the council.
 - c. Permit an administrative division of municipal government to endorse or oppose candidates for elected federal, state, municipal or other local office even if such endorsement does not include expenditure of funds. This prohibition applies to municipal employees while on duty and to the use of municipal property or facilities in a manner not made available to members of the public.

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d. Authorize that money held by the municipality be used to influence the outcome of an election, except as permitted by state law under AS 15.13.145.

e. Actively campaign or prepare, publish, broadcast, or distribute by any means material of a partisan nature on any ballot measure, this including referendums, initiatives, bond issues or other special elections.

2. Subject to restrictions in AS 15.13.145 on the use and expenditure of municipal funds to influence the outcome of a ballot proposition or question, the City Manager may designate in advance, in writing, one or more executive employees to appear before the council, appointed public bodies of the municipality, community councils, civic organizations, and media representatives in support of or in opposition to any ballot measure coming before the voters in a municipal election. The designated executive employees shall be selected from among the employees with principal responsibility for carrying out policies and programs relevant to the ballot measure.

3. The limitation against dissemination of partisan materials on bond measures does not apply to municipal employees asked to assist an elected official in the preparation of ballot measures or to respond to inquiries from an elected official concerning any ballot measure.

4. A municipal employee shall not serve as a member of the Bethel City Council or school board or in elective office of the state, federal, or another local government. A municipal employee who is elected to one of these offices shall resign immediately from municipal employment.

5. For purposes of this section, public safety volunteers are not considered municipal employees (BMC 3.64.060).

2.05.210 Procedures for violation reporting.

A. Any person who believes that violation of any portion of this chapter has occurred may file a written complaint of potential violation with the city clerk's office.

B. All written complaints of potential violation submitted under this chapter shall be signed by the person submitting the complaint. A written complaint of potential violation shall state the address and telephone number of the person filing the complaint, identify the respondent, affirm to the best of the person's knowledge and belief the facts alleged in the complaint of potential violation signed by the person are true. The person filing the complaint of potential violation shall identify the section of this chapter the person believes was violated, state why the person signing the complain of potential violation believes the facts alleged constitutes a violation of that

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section and identify any documentary or testimonial evidence the person filing the complaint believes are in support of the notification of potential violation.

2.05.220 Conformity to law.

If any section or provision of this chapter is held to be contrary to law by a court of competent jurisdiction or by action of the Alaska State Legislature, that section or provision shall be deemed invalid. All other sections and provision of this chapter shall continue in full force and effect.

2.06 Board of Ethics

2.06.010 Board of ethics established – general provisions.

- A. There is hereby established a Board of Ethics.
- B. The Board shall be comprised of all members of the city council. The mayor, or the vice-mayor in the mayor's absence, will serve as presiding officer of the Board. In the absence of both, the members of the Board shall elect a presiding officer from among its members.
- C. The city attorney or other legal counsel for the Board may assist the Board at every stage of the proceedings, but shall have no vote.
- D. A quorum of the Board shall be a majority of all members who are not excused for cause, such as being the complainant, the respondent, a witness, having a conflict of interest, or other for cause recusal. However, in no event may a quorum be less than three.
- E. Decisions of the Board shall be adopted by a majority of the members who are qualified to act on the matter, where a quorum is present.
- F. Unless the Board delegates such authority to another member or decides that no one shall have such authority, the presiding officer shall have authority to make procedural decisions between Board meetings on behalf of the Board. Examples of matters that may be decided by such delegate include scheduling hearings and other matters, establishing pre-hearing requirements and filing deadlines for motions, exhibits, witness lists, hearing briefs, and deciding other procedural matters.

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G. The presiding officer shall vote on every question, unless required to abstain for cause, and shall not have power to veto any action of the Board.

2.06.020 Function and authority.

The Board of Ethics has authority to perform the following functions:

A. Investigate reported violations of Chapter 2.05.

B. Hear and decide written complaints of violations of Chapter 2.05.

C. Hear and decide on requests for exceptions as specified in Chapter 2.05.

D. Make findings and recommendations concerning sanctions, civil penalties and remedies for violations as provided in the code.

E. Adopt recommended policies and procedures governing the board's conduct of business.

F. Upon application of the complainant, respondent, or at the board's discretion, compel, by subpoena the appearance and sworn testimony at a specified time and place of a person the board reasonably believes may be able to provide information relating to a matter under investigation by the board or the production of documents, records or other items the board reasonably believes may relate to the matter under consideration.

G. Administer oaths and receive testimony from witnesses appearing before the board.

H. Request city agencies to cooperate with the board in the exercise of the board's jurisdiction.

I. Request the advising attorney to seek assistance of the district or superior court to enforce the board's subpoena.

J. Conduct investigative hearings in executive session, pursuant to notifications alleging violations of matters within the authority of the board.

2.06.030 Confidentiality; initial review.

A. Each written complaint of a violation of Chapter 2.05 received by the city manager or

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mayor shall be submitted to the clerk's office and be assigned an identification number, which shall be used in lieu of names when referring to the complaint to maintain confidentiality. The city manager, city attorney, city clerk and the board shall keep all written complaints of potential violation confidential during investigation and the board's deliberative process. Complaints of potential violation may be disclosed only to the staff members of the city clerk's office providing administrative support to the board, members of the board, and legal counsel. Upon receipt of a notification of potential violation, the board shall, at its next scheduled meeting or earlier, as determined by the board chair, review the complaint of potential violation in executive session and determine if further action on the notification of potential violation is warranted.

B. If the board determines the facts alleged in the notification of potential violation, even if proven, do not constitute a violation, or that the board lacks jurisdiction to address the complaint of potential violation, the board shall return the complaint of potential violation to the complaining party or it may recommend to the person filing the complaint that it be amended and re-filed. Notifications of potential violation returned without further action shall remain confidential.

C. If the board determines the allegation in a complaint of potential violation, if proven, may constitute a violation of a matter within the board's jurisdiction, the board shall:

1. Request and receive assistance from legal counsel to assist the board in all further deliberative processes, investigations and reports.
2. Give the respondent a copy of the complaint of potential violation, along with a copy of the outline of the board's process under this chapter, including notice that the respondent may choose to hold the proceeding in public and may be represented by legal counsel of respondent's choosing and at respondent's own expense; and
3. Notify both the person submitting the complaint of potential violation and respondent of the date(s) on which each may be requested to meet with the board, present documentary or testimonial evidence, and assist the board in resolving the potential violation.

2.06.040 Disclosure of complaint of potential violation prohibited.

A. A complaint of potential violation of Chapter 2.05 is confidential until the board completes a written report for distribution as a public record.

1. No person, including the complainant, shall knowingly disclose to another person, or otherwise make public in violation of this chapter, the contents of a complaint of

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potential violation filed with the board, unless:

i. The respondent elects to proceed in public; or

ii. The written report of the board is electronically published by the city clerk.

2. Breach of confidentiality required by any provision of this chapter is a violation of this chapter subject to punishment.

3. Any person involved with a complaint of potential violation, including the filer of the complaint, shall keep the matter confidential. The confidentiality extends from the filing of the complaint and shall continue until the matter is concluded and made public. Maintaining confidentiality is essential to allowing for a neutral investigation into the matter. If the Board finds that any person has violated the confidentiality of a complaint of potential violation, the Board shall refer the matter for investigation. If a person is found to have breached confidentiality, they shall be subject to sanctions of \$300 for a first offense, \$500 for a second offense and \$1,000 for each subsequent offense.

4. Public disclosure resulting from corrective action under this chapter is not a violation of this subsection.

2.06.050 Conduct of investigation and standard of proof.

A. The board's investigation shall be conducted in executive session, unless the respondent requests it be held in a public session. The respondent and the person who filed the complaint, and their counsel, if any, may be present in executive session while the investigation is being conducted.

1. The respondent and the person who filed the complaint of potential violation may identify other individuals and documents that each would like the board to interview and review.

2. If an individual with information bearing on the complaint of potential violation is unwilling to come forward with information, the respondent and the person who filed the complaint of potential violation may each request the board to subpoena the person and any documentary evidence.

3. Persons appearing before the board may be represented by counsel or other person serving in a representative capacity.

4. The board may question the respondent, the person who filed the complaint of

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potential violation, and other persons appearing before the board.

5. The board may solicit questions and testimony from the person filing the complaint of potential violation, the respondent and other persons appearing for the purpose of providing information to the board. The board may solicit questions from counsel present to represent persons appearing before the board, but all questions during the board's investigation shall be posed through and by a member of the board. Consistent with due process, the board may limit or prohibit questions suggested to the board by or on behalf of persons appearing before the board.

6. The standard of proof to be applied by the board in determining a violation under Chapter 2.05 is proof by a preponderance of the evidence.

7. Technical rules of evidence do not apply, but the findings of the board shall be based upon substantial evidence, which means reliable and relevant information presented to the board.

8. The board's findings shall be binding.

9. When the board's investigation is conducted in executive session, the public shall be excluded and the session shall be electronically recorded. The recording shall be available for access as a public record after publication by the city clerk of the proposed resolution and settlement under subsection 2.06.110.

2.06.060 Deliberations of the board.

A. Deliberations of the board shall be conducted in executive session.

B. The deliberations of the board shall not be recorded.

C. The respondent, the person filing the complaint, and their counsel shall be excluded from the deliberations. The Board's legal counsel may attend the deliberations.

D. The board shall reconvene in open session when deliberations are complete.

2.06.070 Board member disclosures.

When an investigation is convened in executive session to determine whether the respondent has violated Chapter 2.05, the Board members will be requested to disclose any conflict of interest, ex-parte communications, or other facts that may affect their qualification to hear the matter. After such a disclosure, the other members of the

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Board shall determine whether a member shall be excused for cause.

2.06.080 Duty of cooperation.

A city official or the city manager subject to a complaint of a violation shall work cooperatively with the City Clerk to establish a hearing date and shall appear at the place and time set for the hearing, regardless of the respondent's intentions concerning defense or exercise of other rights. Failure to appear, except when failure results from a serious condition or event that prevented the respondent's appearance, is a breach of respondent's duties under this chapter and in itself may result in a summary finding of violation by the Board and imposition of remedies, penalties and disciplinary action under section 2.06.110. Nothing in this section shall prevent the rescheduling of a hearing for cause upon written request of the respondent or the complainant.

2.06.090 Decisions on the record.

Using the identification number of the complaint of potential violation, the board shall vote in open session on these questions:

1. Whether the board finds by a preponderance of the evidence one or more violations within the jurisdiction of the board; and
2. Whether the board recommends further administrative or remedial actions; and
3. What specific sanctions, corrective actions or referrals, if any, the board recommends.
4. If the board does not find a violation under Chapter 2.05, the board shall prepare a confidential statement of closure listing the complainant and respondent, the assigned identification number, the allegations, the hearing date, and the finding that no allegation was substantiated by the board in whole or in part, and the date of board closure. At the sole discretion of the respondent, the board may release the statement of closure as a public document.

2.06.100. Timely completion.

The board shall complete action on a complaint of potential violation and investigations within 90 days of the filing of the complaint of potential violation. By a majority vote, the board may extend the completion date for up to an additional 90 days, or longer for good cause shown.

2.06.110 Sanctions, civil penalties and remedies.

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Upon conviction for any violation of Chapter 2.05 or after an investigation conducted by the Board under this chapter, the Board may impose (or recommend in the case of subsection 1.) as a sanction, penalty, or remedy any or all of the following, as appropriate to the seriousness of the violation:

1. A recommendation to the City Council that the office of a City Council member or the position of city manager be declared vacant for a serious violation that is (1) flagrant or (2) willful and knowing.
2. A member of a board or commission may be removed from the board or commission.
3. A public or private reprimand may be given to the official.
4. The official may be ordered to refrain from voting, deliberating, or participating in any matter in violation of Chapter 2.05.
5. The committee assignments of an official may be revoked.
6. An official's privilege to travel at city expense on city business may be revoked or restricted.
7. A contract, or transaction or appointment, which was the subject of an official act or action of the city that involved the violation of a provision of Chapter 2.05, may be voided or terminated.
8. The official must forfeit or make restitution of any financial benefit received as a consequence of a violation of Chapter 2.05.
9. A civil fine of not more than \$1,000 per violation may be imposed.

2.06.120 Record of proceedings and public record.

Permanent records and minutes shall be kept of Board's proceedings. Such minutes shall record the vote of each member upon every question. Every decision or finding shall immediately be filed in the office of the City Clerk, and shall be a public record open to inspection by any person. Every finding and recommendation shall be directed to the City Council at the earliest possible date.

2.06.130 Settlement of complaints.

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A. The respondent in any case accepted for investigation may propose a resolution and settlement of the complaint. A proposed resolution and settlement will include the admitted violation of Chapter 2.05; the remedial actions agreed to by the respondent subject to the city council's concurrence; any proposed preventive actions to be undertaken to avoid similar violation by respondent or others in the future; and other matters required by the board.

B. A proposed resolution and settlement is subject to approval by the Board and has no effect unless approved by the Board. The Board will give the complaining person the opportunity to review and comment on the proposed resolution and settlement prior to approving it. Until approved by the Board, a proposed resolution and settlement must be kept confidential.

C. The proposed resolution and settlement becomes public record upon final approval by the Board.

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

ENACTED THIS ___ DAY OF ___ 2012, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Joseph A. Klejka, Mayor

Lori Strickler, City Clerk

Introduced by: City Manager
Date: March 12, 2013
Public Hearing: March 26, 2013
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #13-05

**AN ORDINANCE ADOPTING THE CITY OF BETHEL TERMINAL TARIFF #004,
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. The attached City of Bethel Terminal Tariff #004, is hereby adopted. It shall be adhered to by all traffic without specific notice of arrangement.

SECTION 3. Effective Date. This ordinance becomes effective ten days after the passage by the City Council except for the Inbound Petroleum Products (thru put fee), shall become effective March 1, 2014.

PASSED AND APPROVED THIS _ DAY OF MARCH 2013, by a vote of __in favor and _ opposed.

ATTEST:

Joseph A. Klejka, 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 #004

Introduced: March 2008
Revised and Adopted: February 10, 2009
Revised and Adopted: XXXX

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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NOTES:

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

Cont.	Continued
Period -	12 hours or less
Ft. -	Foot
Cu. -	Cube
Gal. -	U.S. gallons
Lbs. -	Pounds
LOA -	Length Overall
MT-	Metric Ton
N.O.S. -	Not Otherwise Specified
PUA -	Preferential Use Agreement
LT-	Long Ton
ST-	Short Ton
Sq. -	Square
Wt. -	Weight
\$-	U.S. Currency
Day -	Calendar Day

CONVERSION TABLES

1 Pound -	0.453592 Kilograms
1 Kilogram -	2.20462 Pounds
1 Short Ton -	2000 Pounds
1 Short Ton -	0.892857 Long Tons
1 Short Ton -	0.907185 Metric Tons
1 Long Ton-	2,240 Pounds
1 Long Ton -	1016.05 Metric Tons
1 Long Ton -	1.120 Short Tons
1 U.S. Gallon -	3.78543 Liters
1 Gallon Fresh Water -	8.34 Pounds
1 Short Ton Fresh Water -	239.808 Gallons
1 Foot -	0.304801 Meters
1 Meter -	3.28083 Feet

DEFINITIONS

The following definitions are used throughout the Terminal Tariff and are listed in the Bethel Municipal Code (BMC), Chapter 14.02, Section 14.02.020, for reference:

1. **Beam-** The greatest overall width of a vessel.
2. **Berth-** The space allotted to a vessel at anchor or at a wharf.
3. **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.
4. **City-** The City of Bethel.
5. **Delinquent List-** The record of vessels, their owners, or agents, or other users of the Port of Bethel who have failed to pay charges when due, or who have not furnished proper cargo statements to the Port Director.
6. **Derelict-** Any watercraft moored, or otherwise located, within the Port which is forsaken, abandoned, deserted, or whose owner fails to contact the Port Director within seven (7) days after written notice declaring the watercraft to be abandoned is attached to said watercraft.
7. **Dockage-** A charge made for vessels at wharves, or moored on, or to, City property.
8. **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.
9. **Free Time-** The period during which cargo and or vessels may occupy space at the Port of Bethel free of charges as specified in Item 200 of the Port of Bethel Terminal Tariff.
10. **Handling-** The service accorded to cargo movement to, or from, a vessel.
11. **Harbormaster-** The individual charged with directly supervising and facilitating cargo, freight, fuel, and Small Boat Harbor operations; the Port Director's designee.
12. **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.
13. **Haul-out-** When a vessel is pulled, skidded, lifted, or floated and left partially or completely upon any Port facility or Port property.
14. **Local Boats-** Watercraft operating out of the Port and whose owners, or operators, are residents of the City of Bethel.
15. **Moorage-** The act or an instance of mooring, the place a vessel may be moored, a charge for mooring.

DEFINITIONS (Continued)

- 16. Mooring-** Any 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.
- 17. Motor Vehicles-** A vehicle that is self-propelled except a vehicle moved by human, or animal power.
- 18. Person-** An individual, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.
- 19. Port Director-** The Director of the Port, or the Port Director's designee.
- 20. Port Facilities-** All docks, floats, berths, wharfs, seawalls, and other landing, launching, mooring, cargo, or other facilities located within the Port of Bethel.
- 21. Port of Bethel, or Port-** All navigable streams, rivers, continuous waterways, the adjacent shorelines and facilities thereto under the ownership, or control, of the City 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.
- 22. Small Vessels-** Boats, or other crafts, less than thirty-two (32) feet length overall (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.
- 23. Seawall-** The bulkhead constructed of pipe piling, or other material, along the waterfront of the City of Bethel.
- 24. Summer Season-** June 1st through October 31st
- 25. Transit cargo or transit freight-** Cargo or freight onboard which upon arrival at the Port is not to be discharged at the Port.
- 26. Though-rated cargo-** Inbound cargo at the Port of Bethel and transferred to a vessel other than the vessel upon which it arrived with a final destination other than the Port of Bethel.
- 27. Transient Watercraft-** A watercraft whose home port is other than Bethel, or any watercraft that is not registered by an exclusive, or term, moorage agreement with the Bethel Small Boat Harbor.
- 28. Vessel-** ~~Ships, or crafts, of all types in excess of thirty two (32) feet length overall (LOA) including, but not limited to, motor ships, steam ships, canal boats, tugs, barges, sailing vessels, motor boats, and every structure adapted to be navigated from place to place for the transportation of property and persons by any means. (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 ship or craft, or any structure capable of navigation, International Convention on Salvage 1989. (c)Every description of water craft, including non-~~

DEFINITIONS (Continued)

Displacement craft and seaplane, used or capable of being used as a means of transportation on

Water, International Collision Regulations 1972 - COLREGS

- 29. Wharf-** includes every pier, bulkhead, dock, seawall, landing float, gridiron, and other structure to which vessels make fast, or upon which persons, or cargo, are discharged from a vessel, or from which persons, or cargo, are loaded upon a vessel.
- 30. Wharfage Demurrage-** The charge made against any cargo and commodities left on or attached to City premises beyond the time specified in item 202 of the Port of Bethel Terminal Tariff.
- 31. Winter Season-** November 1st through May 31st
- 32. 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. See Vessel
- 33. Watercraft or Boats-** Any vessel, or small vessel, including, but not limited to houseboats, float planes, 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.
- 34. Small Boat Harbor, or Harbor-** That area so designated as the Bethel Small Boat Harbor.
- 35. Loading Area-** That area designated by the Port Director for the purpose of loading and unloading small items into a boat for non-commercial purposes and is not subject to wharfage charges.
- 36. Launching Area-** That area designated by the Port Director for the purpose of launching and retrieving boats.
- 37. Parking Area-** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers
- 38. 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), Sections 14.02.070 and 14.02.085 or 14.08.030 (G). Bethel City Ordinances 01-18-2 and 209-05, 1992, are applicable

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****APPLICATION OF TARIFF****100**

The rates, charges and tariffs set forth in this document are addressed in the Bethel Municipal Code, Chapter 14, Section 14.02.050.

(a) GENERAL APPLICATION OF TARIFF:

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. Rates, charges, rules and regulations provided herein apply to any and all merchandise received at, or shipped from, the facilities, or properties, operated under the jurisdiction and control of the Port of Bethel, and specifically to the City Dock, Petroleum Dock, Seawall, appurtenant structures thereto, and waterways under the management of the Port Director. Information and applications for services are maintained at the Port of Bethel office.

(b) 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, 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.

(c) TARIFF EFFECTIVE:

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

(d) ACCEPTANCE OF TARIFF:

Use of Port of Bethel facilities will be deemed as an acceptance of this tariff, revisions, or supplements, and the terms and conditions named therein.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****APPLICATION OF TARIFF (Continued)****100****(e) RESERVATIONS OF AGREEMENT RIGHTS:**

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

THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN**101****(a) DEFINITION:**

All labor must be contracted through shipping agents, stevedoring agencies, or vessel agents, owners/operators. This item provides information regarding access, responsibilities, and requirements related to third party employers and employees. 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. Refer to fees and charges listed elsewhere in this document.

(b) CARE IN THE PERFORMANCE OF OPERATIONS:

Third party employees shall exercise care in the performance of their operations in order to prevent injury to, or death of, any person and damage to, or destruction, or loss of property, whether of the Port, of the third party, of the vessel being loaded/unloaded, or of another party (Bethel Municipal Code, Sections 14.02.070 and 14.02.080).

When cargo/freight is in an elevated position, such as suspended from a crane hook, a safety line should be attached to the load and handled by a Safety Watch person to prevent spillage, or unplanned descent, which has the capability to produce injury, or death. In all cases, the Safety Watch should ensure that individuals are prevented from walking under a raised load and remain clear of cargo/freight operations.

Safety helmets (hard hats) and safety vests are required when working cargo and freight on, or at, Port of Bethel facilities. The use of steel-toed shoes/boots is strongly recommended.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN (Continued) 101**

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 Port Director. If the office of the Port Director is closed, notification shall be given to the Bethel Police Department. The notification shall include the name and address of the person, the type and extent of the injury and the time when the injury occurred, and such other information as shall be requested in an accident form provided by the Port Director. (Bethel Municipal Code, Section 14.02.080; Ordinance 209.5, 1992)

(c) COMPLIANCE FIRE AND SAFETY PRECAUTIONS:

Any third party 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. Any welding/open flame "hot work" must be approved by the Port Director, or Harbormaster, and the City of Bethel Fire Department. 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 20 feet from the work area.

All vehicles using Port of Bethel facilities must have an ABC Dry Chemical Fire Extinguisher in the vehicle, or the vehicle will be denied access (United States Coast Guard Safety Inspection Number 2960940 dated June 13, 2007).

(d) THIRD PARTY AND PORT INDEPENDENT CONTRACTORS:

The term "Third Party Employers," refers to employers of stevedores, vessel employees, longshoremen, independent contractors, and all other non-City employees.

In any service relationship the Port of Bethel and any third party shall be independent contractors, each to the other, and shall not be agents, or employees, one for the other, for any purpose.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN (Continued) 101****(e) 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, third party employers will:

- (1) Make use of the appropriate facilities and equipment 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, the third party 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 required to load, or discharge, and any special problems that may exist or arise; determining the equipment needed for the operation, and 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 third party operations.

LIMITS OF LIABILITY**102**

No provision contained in this tariff shall limit or relieve the City of Bethel and Port of Bethel from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless the City of Bethel and Port of Bethel from liability for its own negligence.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****APPLICATION OF RATES****103**

- (a) Unless otherwise provided, rates are given in dollars per short ton, lineal feet, cubic feet, square feet, or U.S. gallon, whichever creates the greater revenue.
- (b) 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.
- (c) Specific commodity rates will take precedence over any general or specified rates.
- (d) All current rates and fees schedules will be available at the Port of Bethel office.

INSURANCE**104**

Rates named in this tariff do not include insurance of any kind.

RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT**105****(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 (Bethel Municipal Code, Section 14.02.055).

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT (Continued)****105**

Any charges accruing to the use of 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. Any contested charges submitted after twenty (20) calendar days will be considered invalid and will not be considered.

(b) TERMS AND CONDITIONS OF PAYMENT:

Use of Port of Bethel facilities; or services, is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable, in U.S. currency, as they accrue, or upon completion of service, or use.

The Port of Bethel may require payment of charges in advance, as follows:

- (1) By the vessel, its owners, or agents before vessel is assigned a berth and commences loading, or unloading, operations.
- (2) By the cargo owner, shipper, or consignee before cargo leaves the custody and control of the Port of Bethel.
- (3) For all charges on perishable cargo, or cargo of doubtful value, and household Goods.
- (4) Payment terms are cash unless the Port of Bethel customer, prior to the use of 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.

(c) COMPLIANCE WITH TERMINAL USE PERMIT CONDITIONS:

Use of Port facilities and services shall comply with the conditions of the Terminal Tariff as published by the Port of Bethel (Refer to Page 38, item 207)

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****DELINQUENT ACCOUNTS****106****(a) TIME OF DELINQUENCY:**

All invoices will be declared delinquent 31 days after the date of the invoice, and as such, will be charged a monthly finance charge of 3.00% (36% per annum), or portion thereof, for that the particular invoice. Any and all extra expense, including legal fees, litigation costs, or costs of agents employed to affect collection shall also be assessed to, and payable by such accounts (Bethel Municipal Code, Section 14.02.085).

(b) 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.

LIABILITY FOR LOSS, DAMAGES, OR INJURY**107****(a) 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.

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. (Bethel Municipal Code, Section 14.02.090).

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****LIABILITY FOR LOSS, DAMAGES, OR INJURY (Continued)****107****(b) CONTROL PROCEDURES:**

*The Alaska Board of Game has 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, and Section 5AAC92.141).

(c) SERVICES ON PORT OF BETHEL PREMISES:

Except for the portion resulting from the negligence of the Port of Bethel, if any, owners, shippers, consignees, and carriers shall indemnify, defend, save and hold the City of Bethel, Port of Bethel, harmless from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred, or rise from, or grow out of, use of Port of Bethel facilities.

(d) 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 omission of such persons, or the acts, or omissions of their agents, or employees. All such persons who come upon, or use, the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Bethel for any such loss, or damage to persons, or all such liability, together with all costs and expenses incurred by the Port in investigating, or defending, claims therefore, including, but not limited to, court costs, expert's fees and attorney fees.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****RIGHTS OF THE PORT****108****(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.

(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 and performing all services in connection with the operation of the loading and unloading of cargo and gear. When, during the course of cargo/freight/logging 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 REFUSE FREIGHT

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 to discharge freight:

- (1) For which previous arrangements for space, receiving, unloading, or handling have not been made by shipper, consignee, or carrier.
- (2) Deemed extra offensive, perishable, or hazardous.
- (3) The value of which may be determined as less than the probable Port charges.
- (4) Not packed in packages, or containers, suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked, or reconditioned, at the discretion of the Port of Bethel, and all expense, loss, or damage incident thereto, will be the responsibility of the shipper, consignee, owner, or carrier.
- (5) Applicable portions from the Code of Federal Regulations (CFR) 49, Parts 100-185 Pertain.

(d) 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 within said premises, with all expense and risk of loss, or damage, becoming the responsibility of the owner, shipper, or consignee.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****RIGHTS OF THE PORT (Continued)****108**

Freight remaining at Port of Bethel facilities after expiration of free time (15 calendar days are allowed for local cargo/freight, and 30 calendar days are allowed for through-rated cargo/ freight), and 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 expense and risk of loss, or damage, becoming the responsibility of the owner, shipper, consignee, or carrier.

(e) 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.

(f) OWNER'S RISK:

Glass, liquids, and fragile articles will be accepted only at owner's risk for breakage, leakage, or chafing. Freight on open ground, or on open wharf, is at owner's risk for loss, or damage.

Owners and operators of any waterborne craft, and any equipment on the aforementioned craft, or on Port of Bethel land areas, will be held liable for any damage to Port of Bethel facilities caused by their alongside vessels and/or equipment, and will have thirty (30) calendar days in which to restore, repair, or pay for said damages.

SHIPPER REQUESTS AND COMPLAINTS**109**

Shipper requests and complaints may be made by any shipper by filing a written statement with the Port Director, City of Bethel, Post Office Box 1388, Bethel, Alaska 99559.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****DEMURRAGE OR DELAYS****110**

In furnishing services related to loading and unloading vessels, no responsibility for any demurrage whatsoever will be assumed by the Port.

Delays in loading, unloading, receiving, delivering, or handling freight, arising from combinations, riots, or strikes of any person in the employ of the Port of Bethel, or in the services of others, or arising from any other cause not reasonably within control of the Port of Bethel, will not entitle the owners, shippers, consignees, or carriers of the freight to a waiver of wharf demurrage, or any other terminal charges, or expenses, that may be incurred.

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.

MANIFESTS REQUIRED OF VESSELS**111**

Masters, owners, agents, or operators, of vessels are required to furnish the Port of Bethel with complete copies of vessel manifests showing the port of discharge and the weights and measurements of all freight loaded, or discharged at the facilities of the Port of Bethel. Manifests shall, at a minimum, include Equipment Number, Consignee, Shipper, Quantity, Weight of Commodity, and Remarks. Manifests must be submitted to the Port of Bethel 24 hours in advance, ~~at a minimum, for arrivals and departures.~~ The Port Director must receive manifests and bills of lading prior to the arrival of inbound vessels. Outbound manifests and bills of lading listing cargo loaded across the port will be furnished to the Port Director concurrent with the departure of outbound vessels. Failure to submit a manifest as required herein may result in a fine of two hundred fifty dollars (\$250.00) and a denial of Port use privileges. If the Port of Bethel or the City is required to provide personnel for the purpose of checking freight on or off any vessel at any Port facility, the master, owner, agent, or operator of said vessel shall be charged the hourly man-hour labor rate for Port personnel established under Section 2, Item 205 of this Tariff.

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****GENERAL DESCRIPTIONS****200****(a) BERTHING:**

The Port of Bethel must be notified 24-hours in advance of any intent to dock/undock vessels at any of its facilities. 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. Safe working speed will be maintained given prevalent conditions. Line Handlers shall be used. In all cases, prudent seamanship and current Rules of the Road apply.

(b) FREE TIME FOR CARGO AND MOORAGE:

- (1) 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.

- (2) 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.

(c) LOAD LIMITS:

Cargo shall be stacked, or piled on, or at, Bethel Port facilities so as to produce a uniform loading for the areas covered. Containers shall not be stacked higher than four (4) high, and flats shall not be stacked higher than ten (10) high. No containers, or flats, shall be closer than six (6) feet to the perimeter of the City Dock.

(d) NORMAL WORKING HOURS:

Normal working hours for Bethel Port personnel are generally 0700 to 1900 (7:00 a.m. To 7:00 p.m.) Hours, seven (7) days per week from ~~May~~ June 1 through October 31 (summer season), and 0800 to 1700 (8:00a.m. to 5:00p.m.), five (5) days per week from November 1- through May 31st (winter season). Holidays are routinely worked, as necessary, or required, throughout the summer season to facilitate terminal operations, during the winter season the following holidays are observed by Bethel Port Personnel: Veteran's Day, Thanksgiving Day, day after

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****GENERAL DESCRIPTIONS (Continued)****200**

Thanksgiving, Chief Eddie Hoffman Day, Christmas Eve, Christmas Day, New Year's Day, President's Day, and every day designated by public proclamation by the President of the United States, or the Governor of the State of Alaska, as a legal holiday. Hours will be posted at the Port Office.

(e) CALL OUTS:

Call outs of Bethel Port personnel per person, before, or after, established working hours, shall be \$200.00 per hour with a minimum two (2) hour charge. Taxes are in addition to the callout cost. Pre-arranged after hours access will be \$100.00 per person per hour with a minimum two (2) hour charge.

(f) RESERVATIONS:

Reservations shall be made by facsimile, telephone, email, HF 4125, the Automated Information System (AIS) when available, or marine VHF, channels 10, or 16. Mainline carriers need to provide at least 24 hours advance notice of arrivals and departures. Local carriers need to provide a minimum of eight (8) hours advance notice of arrival and departures. Failure to notify the Port of Bethel of arrivals, departures, and cancellation of a confirmed schedule, or reservation, less than 24 hours in advance may result in a charge of \$250.00. Taxes will be assessed over and above this cancellation charge.

(g) RESPONSIBILITY FOR HOUSEKEEPING:

Users of Port of Bethel facilities/property will be required to maintain it in an orderly manner as prescribed by the Port Director, or Harbormaster. If a user does not properly clean up the space(s) used, the Port Director, or Harbormaster, shall order the work performed and the user will be billed at cost plus a thirty (30%) percent overhead charge.

Housekeeping of flammable cargo requires special provisions. Users, shippers, consignee, and persons in charge of ships will be held responsible for the following:

- (1) Providing steam, or other heating means, to assure proper flow of petroleum products requiring such heat.
- (2) Removal of temporary lines upon completion of receipt, or discharge of flammable liquids.
- (3) Preventing, or containing, any and all spillage, or leakage, associated with the receipt, or discharge, of their cargo(s). Spillage and/or leakage of petroleum products, or flammables must be cleaned up immediately.

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****GENERAL DESCRIPTIONS (Continued)****200**

- (4) Cleaning all petroleum products from lines located on, or adjacent to, the Terminal after vessel completes loading, or discharge.

(h) POINT OF REST:

Point of Rest is defined as that area on, or at, a Port of Bethel facility that is assigned for The receipt of inbound cargo from a vessel and from 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.

DOCKAGE - GENERAL INFORMATION**201****(a) DEFINITION:**

Dockage is the charge assessed against a vessel for berthing at a wharf, piling structure, pier, bulkhead structure, or bank of land, or for mooring a vessel so berthed.

(b) CALCULATION:

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within, or moors within, a slip, and shall continue until such vessel is completely free from and has vacated such berth, or slip. In calculating dockage, billing rates are expressed in 24-hour periods, with a minimum of 12-hour per charged footage. For billing purposes, partial periods will be rounded up to the next half period.

(c) VESSELS REQUIRED TO VACATE BERTH:

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, or Harbormaster. Any vessel upon notice to move which refuses, or fails, to move, may be shifted, or moved by tug, or otherwise, and any expenses, damage to vessels, or berth during such removal will be charged to the vessel so moved.

(d) CHARGES ON VESSEL SHIFTING:

When a vessel is shifted directly from one berth to another berth operated by the Port of Bethel, the total time at such berths will be considered together in computing the dockage charge.

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE - GENERAL INFORMATION (Continued)

201

(e) DOCK ASSIGNMENTS:

The Port Director, or Harbormaster, have 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.

(f) RESOURCE ALLOCATION RULES:

Vessels berthed, but not taking on, or discharging, freight/cargo, may be required to shift berths, or move elsewhere, so the Port of Bethel can accommodate vessels with freight/cargo to load, or discharge. In any event, the Bethel Port Director and/or Bethel Harbormaster have full authority to reset berthing and Port of Bethel use priorities.

(g) GOVERNMENT VESSELS:

Government vessels may use the Port of Bethel. Only vessels belonging to Alaska Marine Highway System are exempt from all charges at Port of Bethel facilities. Government vessels such as those registered with the U.S. Navy, National Oceanic and Atmospheric Administration, U.S. Fish and Wildlife Service, and Alaska Department of Game, may use Port of Bethel Facilities on a space available basis if they call infrequently (no more than twice in any 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 individual agreements, for the duration of those agreements.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE – FEES AND CHARGES

201

(h) DOCKAGE RATES/CARGO TRANSFER:

Dockage rates/cargo transfers, expressed in \$ (U.S. dollars) per 24-hour period, with a minimum 12-hour per charged footage, will be assessed as follows (except as otherwise provided):

Overall Length of Vessel (Ft.)		Charge Per 24-Hour Day		
<i>Over</i>	<i>But Not Over</i>	<u>2013</u>	<u>2014</u>	<u>2015</u>
0	100	<u>153.00</u>	<u>157.59</u>	<u>162.32</u>
101	125	<u>181.00</u>	<u>186.43</u>	<u>192.02</u>
126	150	<u>209.00</u>	<u>215.27</u>	<u>221.73</u>
151	175	<u>264.00</u>	<u>271.92</u>	<u>280.08</u>
176	200	<u>295.00</u>	<u>303.85</u>	<u>312.97</u>
201	225	<u>328.00</u>	<u>337.84</u>	<u>347.98</u>
226	250	<u>359.00</u>	<u>369.77</u>	<u>380.86</u>
251	275	<u>391.00</u>	<u>402.73</u>	<u>414.81</u>
276	300	<u>423.00</u>	<u>435.69</u>	<u>448.76</u>
301	325	<u>455.00</u>	<u>468.65</u>	<u>482.71</u>
326	350	<u>490.00</u>	<u>504.70</u>	<u>519.84</u>
351	375	<u>575.00</u>	<u>592.25</u>	<u>610.02</u>
376	400	<u>610.00</u>	<u>628.30</u>	<u>647.15</u>
401	425	<u>646.00</u>	<u>665.38</u>	<u>685.34</u>
426	450	<u>682.00</u>	<u>702.46</u>	<u>723.53</u>
451	475	<u>715.00</u>	<u>736.45</u>	<u>758.54</u>
476	500	<u>753.00</u>	<u>775.59</u>	<u>798.86</u>
501	525	<u>790.00</u>	<u>813.70</u>	<u>838.11</u>
526	550	<u>828.00</u>	<u>852.84</u>	<u>878.43</u>
551	575	<u>865.00</u>	<u>890.95</u>	<u>917.68</u>
576	600	<u>903.00</u>	<u>930.09</u>	<u>957.99</u>
601	625	<u>978.00</u>	<u>1,007.34</u>	<u>1,037.56</u>
626	650	<u>1,165.00</u>	<u>1,199.95</u>	<u>1,235.95</u>
651	675	<u>1,353.00</u>	<u>1,393.59</u>	<u>1,435.40</u>
676	700	<u>1,540.00</u>	<u>1,586.20</u>	<u>1,633.79</u>
701	725	<u>1,728.00</u>	<u>1,779.84</u>	<u>1,833.23</u>
726	750	<u>1,915.00</u>	<u>1,972.45</u>	<u>2,031.62</u>
751	775	<u>2,103.00</u>	<u>2,166.09</u>	<u>2,231.07</u>
776	800	<u>2,290.00</u>	<u>2,358.70</u>	<u>2,429.46</u>
801	Up	\$2,300.00 plus \$5.00 for each foot LOA in excess of 800 feet		

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE – FEES AND CHARGES

201

(i) 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 Beach #1 during June 1 and October 15 of each year, the vessel will be charged a daily dockage rate for the length of the vessel.

(j) SEAWALL MOORING:

A vessel assigned a Seawall mooring permit will be charged a one time fee of twenty – six US dollars (\$26.00) per lineal foot at the rate for the summer season. Rates for the summer season (June 1 through October 31) will be assessed as follows: 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. Moored vessels will not extend out from the Seawall more than 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. Rates listed above in the LOA Table do not include taxes.

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

Vessels moored in Brown’s Slough during the winter season (November 1 to May 31) will be charged ten cents per square foot per month. All winter storage must be prearranged with the Port Director/City Manager for all Port facilities.

Vessels will not be allowed to moor outboard of each other in Brown’s Slough at any time.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

STORAGE – GENERAL INFORMATION

202

(a) DEFINITION:

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.

(b) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY STORAGE:

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

(c) 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 percent discount. If equipment/freight/cargo is pre-paid there will be no refunds if removed before May 31 (end of winter season).

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

STORAGE – GENERAL INFORMATION (Continued)

202

(d) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR DAILY STORAGE:

When space is available and 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 listed below.

STORAGE – FEES AND CHARGES

202

(e) MINIMUM CHARGES:

- (1) Minimum charges for storage, open areas: \$0.30 per square foot, monthly, or semi-monthly, depending on the season.
- (2) Minimum charges for storage, closed areas: \$0.30 per square foot, monthly, or semi-monthly, depending on the season.
- (3) Minimum charges for hazardous materials (HAZMAT): \$0.50 per square foot, monthly, or semi-monthly, depending on the season.
- (4) All charges listed in 1-3 above are “before taxes.”

(f) STORAGE RATES - OPEN AREAS:

Commodity	Monthly Charge (Nov 1-May 31)	Semi-Monthly Charge (Jun 1-Oct 31)
*Equipment	\$0.30 per sq. ft.	\$0.30 per sq. ft.
All Other Freight/Cargo	\$0.30 per sq. ft.	\$0.30 per sq. ft.
Gravel, sand, Rock (All Types and Sizes - No free Time for Gravel, Sand, and Rock)	\$0.30 per sq. ft.	\$0.30 per sq. ft.
**Hazardous Materials	\$0.50 per sq. ft.	\$0.50 per sq. ft.
<u>Logs any size</u>	<u>\$0.30 per sq. ft. per week, no free time</u>	

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****STORAGE – FEES AND CHARGES (Continued)****202**

*Equipment includes all types of rolling stock, flats with and without freight/cargo, chassis', empty and loaded containers, boats including tugs, small craft with or without trailers, private/ personal-owned vehicles awaiting pickup or outbound transit, barges, and cranes.

(g) (STORAGE RATES - HAZARDOUS MATERIALS (HAZMAT))

** The maximum storage period for hazardous materials (HAZMAT) on the City Dock and/or Beach #1 (short-term storage area) is ten (10) calendar days. Failure to remove HAZMAT off the City Dock and/or Beach #1 within this established time period will result in a doubling of storage rates. Long-term storage areas are defined as the City Dock East Addition and the Port's Storage Yard located adjacent to the Petroleum Dock.

(h) Anything stored or residing in/on Port Facilities & not removed from the Facilities for 9 (nine) continuous months and not used for stevedoring purposes will be billed double the storage fees. The Port of Bethel has the right after 24 (twenty-four) months or 2 (two) years of continuous storage to seize and remove or remove and dispose of anything that is stored at any port of bethel facility longer than 2 years

WHARFAGE – GENERAL INFORMATION**203****(a) DEFINITION:**

Wharfage is a charge assessed for cargo passing, or conveyed over, onto, or under, wharves, or between vessels, when berthed at a wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.

(b) TAXES:

No taxes are assessed on wharfage.

(c) APPLICATION:

Wharfage rates listed in this tariff will be charged for all freight/cargo, excluding ship's gear and over stow received onto, or over, all property belonging to the Port and/or City of Bethel. Ship's gear and over stow includes any cargo/ freight/ equipment that is offloaded and then reloaded onto the same vessel and which departs on the same voyage and vessel.

(d)OVERSIDE:

All freight, cargo, or petroleum products, loaded, or discharged, over the side of a vessel directly to, or from, another vessel, barge, lighter, draft, or to, or from, the water while the vessel is berthed, or moored, will be assessed half the regular wharfage rate.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

WHARFAGE – FEES AND CHARGES

203

(e) SCHEDULE OF CHARGES:

Charges are in U.S. Dollars.

Commodity	Charge
Freight, or Cargo (Includes all goods, equipment, or merchandise conveyed in a vessel, barge, or marine vehicle)	\$8.20 <u>\$9.02</u> per short ton
*Through-Rated Freight, or Cargo	\$10.25 <u>\$11.28</u> per short ton
Hazardous Material	\$8.20 <u>\$9.02</u> per short ton plus \$25.00 for each container, flat, or pallet containing more than 800 lbs. of hazardous material as defined in the CFR 49 parts 100 to 185. Rolling stock will be exempt from the \$25.00 fee. The manifest for this type of cargo must indicate each consignee
Through-Rated Hazardous Material	\$10.25 <u>\$11.28</u> per short ton plus \$50.00 per container.
Seafood ton	\$8.20 <u>\$9.02</u> per short
Inbound Petroleum Products (thru put fee)	\$0.04 <u>\$0.05</u> per U.S. gallon
All Types of Sand and Gravel less than 3 inches(-3")	\$1.25 <u>\$2.00</u> per short ton
All Types and Sizes of Rock ton greater than 3 inches(+3")	\$8.20 <u>\$9.02</u> per short
All Types and Sizes of Logs (Logs may not be stacked more than 8 foot high)	\$0.30 per square foot (<u>wharfage fee</u>)

*Freight and/or cargo will not be considered Through-Rated unless a manifest is received 24-hours in advance with verifiable routing and clearly identifying where the freight and/or cargo's final destination is. If the freight and/or cargo is not removed from the Port of Bethel within thirty (30) calendar days, the Through-Rated designation will be voided and regular charges will be applied at the rate of \$8.20 per short ton on and off any Port facility. Freight already billed as through rated cargo that has forfeited its through rated designation due to time restraints will be charged the difference of \$6.76 per short ton.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

WHARF DEMURRAGE

203

(f) DEFINITION:

Wharf demurrage is a charge assessed against freight/cargo/equipment remaining in, or on, Terminal facilities after the expiration of free time unless arrangements have been made for storage. After free time expires, storage charges will be assessed.

(g) MINIMUM CHARGES:

Minimum charges are set forth on page 27 of this Tariff.

HANDLING – GENERAL INFORMATION

204

(a) DEFINITION:

Handling is the service of moving freight/cargo and/or equipment from a vessel moored alongside a dock, wharf, or seawall, from a dock, wharf, or seawall to a moored vessel. Charges for handling are assessed against vessels, their owners, operators, or the party ordering the handling service.

(b) SPILLAGE:

All spillage and/or leakage of petroleum products, or flammables, shall be reported to the Port Director, ~~Harbormaster~~ Port Office, U.S. 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 – 1-800-424-8802

ADEC – (907)543-2315

USCG – (907)271-6700

(c) LINE HANDLING;

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

(d) EXCEPTION - APPLICATION OF MAN-HOUR RATES ON HANDLING:

When the services of handling of freight and/or cargo are required, the Port of Bethel reserves the right to apply applicable man-hour rates (\$105.00 per person per hour).

HANDLING – FREE AND CHARGES

204

(e) STEVEDORING PERMITS - THIRD PARTY CONTRACTORS:

- (1) 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. RATE: \$600.00.

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****HANDLING – FREE AND CHARGES (Continued)****204**

- (2) 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. RATE: \$450.00.
- (3) Independent Permit: An Independent Permit allows only the loading and unloading of fishery products to vessels no less than 150 feet in length overall (LOA). RATE: \$300.00.
- (4) Decals: Windshield decals will be issued by the Port of Bethel to permit holders without cost 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 \$35.00 each vehicle; 10-20 vehicles \$45.00 for each vehicle.
- (5) 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.

LABOR**205****(a) LABOR RATES:**

Labor as described in this section of the Tariff refers to Port employees hired 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 in connection with services shall be billed at actual cost plus 18% for administrative costs.
- (4) When equipment is used in performance of services, the charge will not be less than the Tariff rate.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

LABOR (Continue)

205

(c) SCHEDULE OF MAN-HOUR RATES:

Unless otherwise stated herein, the basic rate for Port labor is \$105.00 per man-hour.

(d) ELECTRIC SERVICES FOR VESSELS:

Electric Services may be available through the Bethel Utilities Corporation (BUC) at vessel owner/operators expense. All installations must meet Underwriter’s Laboratory (UL) standards.

(e) FRESH WATER FOR VESSELS

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

Volume	Rate
Regular call out hours 8a.m. – 5p.m. Monday – Friday	
Hook-up Fee	\$130.00
Rate per Gallon	\$0.17
After hours call out charge	\$70.00

NOTE: Rates are subject to change without notice!

(f) GRAY WATER SERVICES FOR VESSELS:

Arrangement for gray water services for vessels will be made through the Port Office. Gray water will be removed from vessels as follows:

Volume	Rate
Regular call out hours 8a.m. – 5p.m. Monday – Friday	
Hook-up Fee	\$155.00
Rate per Gallon	\$0.18
After hours call out charge	\$70.00

NOTE: Rates are subject to change without notice!

(g) REFUSE REMOVAL AND DISPOSAL CHARGES:

The following charges will be made when a ship places refuse in a Port-supplied box, or dumpster:

- (1) 4-Yard Dumpster: \$125.00
- (2) 8-Yard Dumpster: \$225.00

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

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

LABOR (Continue)

205

NOTE: 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 vessels require any of these prohibitive materials to be hauled to the Landfill by the Port of Bethel, the following charges shall apply:

- (1) Pallets, or wood, per dump truck load: \$625.00
- (2) Other waste, or scrap, per dump truck load: Landfill charges plus \$250.00 plus 18% Administrative Fee.

NOTE: 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.

(h) 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 \$8.00 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.

(i) SOLID AND 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 \$105.00 per man-hour per person plus any additional costs that may be incurred with this operation. Only non-hazardous material will be accepted.

VESSEL OVERHAUL

(a) REPAIRS AND MAINTENANCE:

When work is performed on tugboats, barges, or other types of maritime craft while they are in temporary storage on the City Dock, or on Beach #1, 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.

Introduced by: City Manager
Date: March 12, 2013
Public Hearing: March 26, 2013
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #13-05

**AN ORDINANCE ADOPTING THE CITY OF BETHEL TERMINAL TARIFF #004,
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. The attached City of Bethel Terminal Tariff #004, is hereby adopted. It shall be adhered to by all traffic without specific notice of arrangement.

SECTION 3. Effective Date. This ordinance becomes effective ten days after the passage by the City Council except for the Inbound Petroleum Products (thru put fee), shall become effective March 1, 2014.

PASSED AND APPROVED THIS _ DAY OF MARCH 2013, by a vote of __ in favor and _ opposed.

ATTEST:

Joseph A. Klejka, 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 #004

Introduced: March 2008
Revised and Adopted: February 10, 2009
Revised and Adopted: XXXX

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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NOTES:

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

Cont.	Continued
Period -	12 hours or less
Ft. -	Foot
Cu. -	Cube
Gal. -	U.S. gallons
Lbs. -	Pounds
LOA -	Length Overall
MT-	Metric Ton
N.O.S. -	Not Otherwise Specified
PUA -	Preferential Use Agreement
LT-	Long Ton
ST-	Short Ton
Sq. -	Square
Wt. -	Weight
\$-	U.S. Currency
Day -	Calendar Day

CONVERSION TABLES

1 Pound -	0.453592 Kilograms
1 Kilogram -	2.20462 Pounds
1 Short Ton -	2000 Pounds
1 Short Ton -	0.892857 Long Tons
1 Short Ton -	0.907185 Metric Tons
1 Long Ton-	2,240 Pounds
1 Long Ton -	1016.05 Metric Tons
1 Long Ton -	1.120 Short Tons
1 U.S. Gallon -	3.78543 Liters
1 Gallon Fresh Water -	8.34 Pounds
1 Short Ton Fresh Water -	239.808 Gallons
1 Foot -	0.304801 Meters
1 Meter -	3.28083 Feet

DEFINITIONS

The following definitions are used throughout the Terminal Tariff and are listed in the Bethel Municipal Code (BMC), Chapter 14.02, Section 14.02.020, for reference:

1. **Beam-** The greatest overall width of a vessel.
2. **Berth-** The space allotted to a vessel at anchor or at a wharf.
3. **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.
4. **City-** The City of Bethel.
5. **Delinquent List-** The record of vessels, their owners, or agents, or other users of the Port of Bethel who have failed to pay charges when due, or who have not furnished proper cargo statements to the Port Director.
6. **Derelict-** Any watercraft moored, or otherwise located, within the Port which is forsaken, abandoned, deserted, or whose owner fails to contact the Port Director within seven (7) days after written notice declaring the watercraft to be abandoned is attached to said watercraft.
7. **Dockage-** A charge made for vessels at wharves, or moored on, or to, City property.
8. **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.
9. **Free Time-** The period during which cargo and or vessels may occupy space at the Port of Bethel free of charges as specified in Item 200 of the Port of Bethel Terminal Tariff.
10. **Handling-** The service accorded to cargo movement to, or from, a vessel.
11. **Harbormaster-** The individual charged with directly supervising and facilitating cargo, freight, fuel, and Small Boat Harbor operations; the Port Director's designee.
12. **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.
13. **Haul-out-** When a vessel is pulled, skidded, lifted, or floated and left partially or completely upon any Port facility or Port property.
14. **Local Boats-** Watercraft operating out of the Port and whose owners, or operators, are residents of the City of Bethel.
15. **Moorage-** The act or an instance of mooring, the place a vessel may be moored, a charge for mooring.

DEFINITIONS (Continued)

- 16. Mooring-** Any 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.
- 17. Motor Vehicles-** A vehicle that is self-propelled except a vehicle moved by human, or animal power.
- 18. Person-** An individual, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.
- 19. Port Director-** The Director of the Port, or the Port Director's designee.
- 20. Port Facilities-** All docks, floats, berths, wharfs, seawalls, and other landing, launching, mooring, cargo, or other facilities located within the Port of Bethel.
- 21. Port of Bethel, or Port-** All navigable streams, rivers, continuous waterways, the adjacent shorelines and facilities thereto under the ownership, or control, of the City 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.
- 22. Small Vessels-** Boats, or other crafts, less than thirty-two (32) feet length overall (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.
- 23. Seawall-** The bulkhead constructed of pipe piling, or other material, along the waterfront of the City of Bethel.
- 24. Summer Season-** June 1st through October 31st
- 25. Transit cargo or transit freight-** Cargo or freight onboard which upon arrival at the Port is not to be discharged at the Port.
- 26. Through-rated cargo-** Inbound cargo at the Port of Bethel and transferred to a vessel other than the vessel upon which it arrived with a final destination other than the Port of Bethel.
- 27. Transient Watercraft-** A watercraft whose home port is other than Bethel, or any watercraft that is not registered by an exclusive, or term, moorage agreement with the Bethel Small Boat Harbor.
- 28. Vessel-** ~~Ships, or crafts, of all types in excess of thirty two (32) feet length overall (LOA) including, but not limited to, motor ships, steam ships, canal boats, tugs, barges, sailing vessels, motor boats, and every structure adapted to be navigated from place to place for the transportation of property and persons by any means. (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 ship or craft, or any structure capable of navigation, International Convention on Salvage 1989. (c)Every description of water craft, including non-~~

DEFINITIONS (Continued)

Displacement craft and seaplane, used or capable of being used as a means of transportation on Water, International Collision Regulations 1972 - COLREGS

- 29. Wharf-** includes every pier, bulkhead, dock, seawall, landing float, gridiron, and other structure to which vessels make fast, or upon which persons, or cargo, are discharged from a vessel, or from which persons, or cargo, are loaded upon a vessel.
- 30. Wharfage Demurrage-** The charge made against any cargo and commodities left on or attached to City premises beyond the time specified in item 202 of the Port of Bethel Terminal Tariff.
- 31. Winter Season-** November 1st through May 31st
- 32. 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. See Vessel
- 33. Watercraft or Boats-** Any vessel, or small vessel, including, but not limited to houseboats, float planes, 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.
- 34. Small Boat Harbor, or Harbor-** That area so designated as the Bethel Small Boat Harbor.
- 35. Loading Area-** That area designated by the Port Director for the purpose of loading and unloading small items into a boat for non-commercial purposes and is not subject to wharfage charges.
- 36. Launching Area-** That area designated by the Port Director for the purpose of launching and retrieving boats.
- 37. Parking Area-** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers
- 38. 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), Sections 14.02.070 and 14.02.085 or 14.08.030 (G). Bethel City Ordinances 01-18-2 and 209-05, 1992, are applicable

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****APPLICATION OF TARIFF****100**

The rates, charges and tariffs set forth in this document are addressed in the Bethel Municipal Code, Chapter 14, Section 14.02.050.

(a) GENERAL APPLICATION OF TARIFF:

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. Rates, charges, rules and regulations provided herein apply to any and all merchandise received at, or shipped from, the facilities, or properties, operated under the jurisdiction and control of the Port of Bethel, and specifically to the City Dock, Petroleum Dock, Seawall, appurtenant structures thereto, and waterways under the management of the Port Director. Information and applications for services are maintained at the Port of Bethel office.

(b) 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, 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.

(c) TARIFF EFFECTIVE:

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

(d) ACCEPTANCE OF TARIFF:

Use of Port of Bethel facilities will be deemed as an acceptance of this tariff, revisions, or supplements, and the terms and conditions named therein.

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

APPLICATION OF TARIFF (Continued)

100

(e) RESERVATIONS OF AGREEMENT RIGHTS:

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

THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN

101

(a) DEFINITION:

All labor must be contracted through shipping agents, stevedoring agencies, or vessel agents, owners/operators. This item provides information regarding access, responsibilities, and requirements related to third party employers and employees. 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. Refer to fees and charges listed elsewhere in this document.

(b) CARE IN THE PERFORMANCE OF OPERATIONS:

Third party employees shall exercise care in the performance of their operations in order to prevent injury to, or death of, any person and damage to, or destruction, or loss of property, whether of the Port, of the third party, of the vessel being loaded/unloaded, or of another party (Bethel Municipal Code, Sections 14.02.070 and 14.02.080).

When cargo/freight is in an elevated position, such as suspended from a crane hook, a safety line should be attached to the load and handled by a Safety Watch person to prevent spillage, or unplanned descent, which has the capability to produce injury, or death. In all cases, the Safety Watch should ensure that individuals are prevented from walking under a raised load and remain clear of cargo/freight operations.

Safety helmets (hard hats) and safety vests are required when working cargo and freight on, or at, Port of Bethel facilities. The use of steel-toed shoes/boots is strongly recommended.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN (Continued) 101**

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 Port Director. If the office of the Port Director is closed, notification shall be given to the Bethel Police Department. The notification shall include the name and address of the person, the type and extent of the injury and the time when the injury occurred, and such other information as shall be requested in an accident form provided by the Port Director. (Bethel Municipal Code, Section 14.02.080; Ordinance 209.5, 1992)

(c) COMPLIANCE FIRE AND SAFETY PRECAUTIONS:

Any third party 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. Any welding/open flame "hot work" must be approved by the Port Director, or Harbormaster, and the City of Bethel Fire Department. 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 20 feet from the work area.

All vehicles using Port of Bethel facilities must have an ABC Dry Chemical Fire Extinguisher in the vehicle, or the vehicle will be denied access (United States Coast Guard Safety Inspection Number 2960940 dated June 13, 2007).

(d) THIRD PARTY AND PORT INDEPENDENT CONTRACTORS:

The term "Third Party Employers," refers to employers of stevedores, vessel employees, longshoremen, independent contractors, and all other non-City employees.

In any service relationship the Port of Bethel and any third party shall be independent contractors, each to the other, and shall not be agents, or employees, one for the other, for any purpose.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN (Continued) 101****(e) 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, third party employers will:

- (1) Make use of the appropriate facilities and equipment 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, the third party 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 required to load, or discharge, and any special problems that may exist or arise; determining the equipment needed for the operation, and 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 third party operations.

LIMITS OF LIABILITY**102**

No provision contained in this tariff shall limit or relieve the City of Bethel and Port of Bethel from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless the City of Bethel and Port of Bethel from liability for its own negligence.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****APPLICATION OF RATES****103**

- (a) Unless otherwise provided, rates are given in dollars per short ton, lineal feet, cubic feet, square feet, or U.S. gallon, whichever creates the greater revenue.
- (b) 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.
- (c) Specific commodity rates will take precedence over any general or specified rates.
- (d) All current rates and fees schedules will be available at the Port of Bethel office.

INSURANCE**104**

Rates named in this tariff do not include insurance of any kind.

RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT**105****(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 (Bethel Municipal Code, Section 14.02.055).

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT (Continued)****105**

Any charges accruing to the use of 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. Any contested charges submitted after twenty (20) calendar days will be considered invalid and will not be considered.

(b) TERMS AND CONDITIONS OF PAYMENT:

Use of Port of Bethel facilities; or services, is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable, in U.S. currency, as they accrue, or upon completion of service, or use.

The Port of Bethel may require payment of charges in advance, as follows:

- (1) By the vessel, its owners, or agents before vessel is assigned a berth and commences loading, or unloading, operations.
- (2) By the cargo owner, shipper, or consignee before cargo leaves the custody and control of the Port of Bethel.
- (3) For all charges on perishable cargo, or cargo of doubtful value, and household Goods.
- (4) Payment terms are cash unless the Port of Bethel customer, prior to the use of 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.

(c) COMPLIANCE WITH TERMINAL USE PERMIT CONDITIONS:

Use of Port facilities and services shall comply with the conditions of the Terminal Tariff as published by the Port of Bethel (Refer to Page 38, item 207)

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****DELINQUENT ACCOUNTS****106****(a) TIME OF DELINQUENCY:**

All invoices will lie declared delinquent 31 days after the date of the invoice, and as such, will be charged a monthly finance charge of 3.00% (36% per annum), or portion thereof, for that the particular invoice. Any and all extra expense, including legal fees, litigation costs, or costs of agents employed to affect collection shall also be assessed to, and payable by such accounts (Bethel Municipal Code, Section 14.02.085).

(b) 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.

LIABILITY FOR LOSS, DAMAGES, OR INJURY**107****(a) 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.

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. (Bethel Municipal Code, Section 14.02.090).

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****LIABILITY FOR LOSS, DAMAGES, OR INJURY (Continued)****107****(b) CONTROL PROCEDURES:**

*The Alaska Board of Game has 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, and Section 5AAC92.141).

(c) SERVICES ON PORT OF BETHEL PREMISES:

Except for the portion resulting from the negligence of the Port of Bethel, if any, owners, shippers, consignees, and carriers shall indemnify, defend, save and hold the City of Bethel, Port of Bethel, harmless from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred, or rise from, or grow out of, use of Port of Bethel facilities.

(d) 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 omission of such persons, or the acts, or omissions of their agents, or employees. All such persons who come upon, or use, the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Bethel for any such loss, or damage to persons, or all such liability, together with all costs and expenses incurred by the Port in investigating, or defending, claims therefore, including, but not limited to, court costs, expert's fees and attorney fees.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****RIGHTS OF THE PORT****108****(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.

(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 and performing all services in connection with the operation of the loading and unloading of cargo and gear. When, during the course of cargo/freight/logging 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 REFUSE FREIGHT

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 to discharge freight:

- (1) For which previous arrangements for space, receiving, unloading, or handling have not been made by shipper, consignee, or carrier.
- (2) Deemed extra offensive, perishable, or hazardous.
- (3) The value of which may be determined as less than the probable Port charges.
- (4) Not packed in packages, or containers, suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked, or reconditioned, at the discretion of the Port of Bethel, and all expense, loss, or damage incident thereto, will be the responsibility of the shipper, consignee, owner, or carrier.
- (5) Applicable portions from the Code of Federal Regulations (CFR) 49, Parts 100-185 Pertain.

(d) 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 within said premises, with all expense and risk of loss, or damage, becoming the responsibility of the owner, shipper, or consignee.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****RIGHTS OF THE PORT (Continued)****108**

Freight remaining at Port of Bethel facilities after expiration of free time (15 calendar days are allowed for local cargo/freight, and 30 calendar days are allowed for through-rated cargo/ freight), and 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 expense and risk of loss, or damage, becoming the responsibility of the owner, shipper, consignee, or carrier.

(e) 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.

(f) OWNER'S RISK:

Glass, liquids, and fragile articles will be accepted only at owner's risk for breakage, leakage, or chafing. Freight on open ground, or on open wharf, is at owner's risk for loss, or damage.

Owners and operators of any waterborne craft, and any equipment on the aforementioned craft, or on Port of Bethel land areas, will be held liable for any damage to Port of Bethel facilities caused by their alongside vessels and/or equipment, and will have thirty (30) calendar days in which to restore, repair, or pay for said damages.

SHIPPER REQUESTS AND COMPLAINTS**109**

Shipper requests and complaints may be made by any shipper by filing a written statement with the Port Director, City of Bethel, Post Office Box 1388, Bethel, Alaska 99559.

SECTION 1**GENERAL RULES AND REGULATIONS****ITEM NO.****DEMURRAGE OR DELAYS****110**

In furnishing services related to loading and unloading vessels, no responsibility for any demurrage whatsoever will be assumed by the Port.

Delays in loading, unloading, receiving, delivering, or handling freight, arising from combinations, riots, or strikes of any person in the employ of the Port of Bethel, or in the services of others, or arising from any other cause not reasonably within control of the Port of Bethel, will not entitle the owners, shippers, consignees, or carriers of the freight to a waiver of wharf demurrage, or any other terminal charges, or expenses, that may be incurred.

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.

MANIFESTS REQUIRED OF VESSELS**111**

Masters, owners, agents, or operators, of vessels are required to furnish the Port of Bethel with complete copies of vessel manifests showing the port of discharge and the weights and measurements of all freight loaded, or discharged at the facilities of the Port of Bethel. Manifests shall, at a minimum, include Equipment Number, Consignee, Shipper, Quantity, Weight of Commodity, and Remarks. Manifests must be submitted to the Port of Bethel 24 hours in advance, ~~at a minimum, for arrivals and departures.~~ The Port Director must receive manifests and bills of lading prior to the arrival of inbound vessels. Outbound manifests and bills of lading listing cargo loaded across the port will be furnished to the Port Director concurrent with the departure of outbound vessels. Failure to submit a manifest as required herein may result in a fine of two hundred fifty dollars (\$250.00) and a denial of Port use privileges. If the Port of Bethel or the City is required to provide personnel for the purpose of checking freight on or off any vessel at any Port facility, the master, owner, agent, or operator of said vessel shall be charged the hourly man-hour labor rate for Port personnel established under Section 2, Item 205 of this Tariff.

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****GENERAL DESCRIPTIONS****200****(a) BERTHING:**

The Port of Bethel must be notified 24-hours in advance of any intent to dock/undock vessels at any of its facilities. 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. Safe working speed will be maintained given prevalent conditions. Line Handlers shall be used. In all cases, prudent seamanship and current Rules of the Road apply.

(b) FREE TIME FOR CARGO AND MOORAGE:

- (1) 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.

- (2) 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.

(c) LOAD LIMITS:

Cargo shall be stacked, or piled on, or at, Bethel Port facilities so as to produce a uniform loading for the areas covered. Containers shall not be stacked higher than four (4) high, and flats shall not be stacked higher than ten (10) high. No containers, or flats, shall be closer than six (6) feet to the perimeter of the City Dock.

(d) NORMAL WORKING HOURS:

Normal working hours for Bethel Port personnel are generally 0700 to 1900 (7:00 a.m. To 7:00 p.m.) Hours, seven (7) days per week from ~~May~~ June 1 through October 31 (summer season), and 0800 to 1700 (8:00a.m. to 5:00p.m.), five (5) days per week from November 1- through May 31st (winter season). Holidays are routinely worked, as necessary, or required, throughout the summer season to facilitate terminal operations, during the winter season the following holidays are observed by Bethel Port Personnel: Veteran's Day, Thanksgiving Day, day after

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****GENERAL DESCRIPTIONS (Continued)****200**

Thanksgiving, Chief Eddie Hoffman Day, Christmas Eve, Christmas Day, New Year's Day, President's Day, and every day designated by public proclamation by the President of the United States, or the Governor of the State of Alaska, as a legal holiday. Hours will be posted at the Port Office.

(e) CALL OUTS:

Call outs of Bethel Port personnel per person, before, or after, established working hours, shall be \$200.00 per hour with a minimum two (2) hour charge. Taxes are in addition to the callout cost. Pre-arranged after hours access will be \$100.00 per person per hour with a minimum two (2) hour charge.

(f) RESERVATIONS:

Reservations shall be made by facsimile, telephone, email, HF 4125, the Automated Information System (AIS) when available, or marine VHF, channels 10, or 16. Mainline carriers need to provide at least 24 hours advance notice of arrivals and departures. Local carriers need to provide a minimum of eight (8) hours advance notice of arrival and departures. Failure to notify the Port of Bethel of arrivals, departures, and cancellation of a confirmed schedule, or reservation, less than 24 hours in advance may result in a charge of \$250.00. Taxes will be assessed over and above this cancellation charge.

(g) RESPONSIBILITY FOR HOUSEKEEPING:

Users of Port of Bethel facilities/property will be required to maintain it in an orderly manner as prescribed by the Port Director, or Harbormaster. If a user does not properly clean up the space(s) used, the Port Director, or Harbormaster, shall order the work performed and the user will be billed at cost plus a thirty (30%) percent overhead charge.

Housekeeping of flammable cargo requires special provisions. Users, shippers, consignee, and persons in charge of ships will be held responsible for the following:

- (1) Providing steam, or other heating means, to assure proper flow of petroleum products requiring such heat.
- (2) Removal of temporary lines upon completion of receipt, or discharge of flammable liquids.
- (3) Preventing, or containing, any and all spillage, or leakage, associated with the receipt, or discharge, of their cargo(s). Spillage and/or leakage of petroleum products, or flammables must be cleaned up immediately.

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****GENERAL DESCRIPTIONS (Continued)****200**

- (4) Cleaning all petroleum products from lines located on, or adjacent to, the Terminal after vessel completes loading, or discharge.

(h) POINT OF REST:

Point of Rest is defined as that area on, or at, a Port of Bethel facility that is assigned for The receipt of inbound cargo from a vessel and from 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.

DOCKAGE - GENERAL INFORMATION**201****(a) DEFINITION:**

Dockage is the charge assessed against a vessel for berthing at a wharf, piling structure, pier, bulkhead structure, or bank of land, or for mooring a vessel so berthed.

(b) CALCULATION:

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within, or moors within, a slip, and shall continue until such vessel is completely free from and has vacated such berth, or slip. In calculating dockage, billing rates are expressed in 24-hour periods, with a minimum of 12-hour per charged footage. For billing purposes, partial periods will be rounded up to the next half period.

(c) VESSELS REQUIRED TO VACATE BERTH:

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, or Harbormaster. Any vessel upon notice to move which refuses, or fails, to move, may be shifted, or moved by tug, or otherwise, and any expenses, damage to vessels, or berth during such removal will be charged to the vessel so moved.

(d) CHARGES ON VESSEL SHIFTING:

When a vessel is shifted directly from one berth to another berth operated by the Port of Bethel, the total time at such berths will be considered together in computing the dockage charge.

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE - GENERAL INFORMATION (Continued)

201

(e) DOCK ASSIGNMENTS:

The Port Director, or Harbormaster, have 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.

(f) RESOURCE ALLOCATION RULES:

Vessels berthed, but not taking on, or discharging, freight/cargo, may be required to shift berths, or move elsewhere, so the Port of Bethel can accommodate vessels with freight/cargo to load, or discharge. In any event, the Bethel Port Director and/or Bethel Harbormaster have full authority to reset berthing and Port of Bethel use priorities.

(g) GOVERNMENT VESSELS:

Government vessels may use the Port of Bethel. Only vessels belonging to Alaska Marine Highway System are exempt from all charges at Port of Bethel facilities. Government vessels such as those registered with the U.S. Navy, National Oceanic and Atmospheric Administration, U.S. Fish and Wildlife Service, and Alaska Department of Game, may use Port of Bethel Facilities on a space available basis if they call infrequently (no more than twice in any 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 individual agreements, for the duration of those agreements.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE – FEES AND CHARGES

201

(h) DOCKAGE RATES/CARGO TRANSFER:

Dockage rates/cargo transfers, expressed in \$ (U.S. dollars) per 24-hour period, with a minimum 12-hour per charged footage, will be assessed as follows (except as otherwise provided):

Overall Length of Vessel (Ft.)		Charge Per 24-Hour Day		
<i>Over</i>	<i>But Not Over</i>	<u>2013</u>	<u>2014</u>	<u>2015</u>
0	100	<u>153.00</u>	<u>157.59</u>	<u>162.32</u>
101	125	<u>181.00</u>	<u>186.43</u>	<u>192.02</u>
126	150	<u>209.00</u>	<u>215.27</u>	<u>221.73</u>
151	175	<u>264.00</u>	<u>271.92</u>	<u>280.08</u>
176	200	<u>295.00</u>	<u>303.85</u>	<u>312.97</u>
201	225	<u>328.00</u>	<u>337.84</u>	<u>347.98</u>
226	250	<u>359.00</u>	<u>369.77</u>	<u>380.86</u>
251	275	<u>391.00</u>	<u>402.73</u>	<u>414.81</u>
276	300	<u>423.00</u>	<u>435.69</u>	<u>448.76</u>
301	325	<u>455.00</u>	<u>468.65</u>	<u>482.71</u>
326	350	<u>490.00</u>	<u>504.70</u>	<u>519.84</u>
351	375	<u>575.00</u>	<u>592.25</u>	<u>610.02</u>
376	400	<u>610.00</u>	<u>628.30</u>	<u>647.15</u>
401	425	<u>646.00</u>	<u>665.38</u>	<u>685.34</u>
426	450	<u>682.00</u>	<u>702.46</u>	<u>723.53</u>
451	475	<u>715.00</u>	<u>736.45</u>	<u>758.54</u>
476	500	<u>753.00</u>	<u>775.59</u>	<u>798.86</u>
501	525	<u>790.00</u>	<u>813.70</u>	<u>838.11</u>
526	550	<u>828.00</u>	<u>852.84</u>	<u>878.43</u>
551	575	<u>865.00</u>	<u>890.95</u>	<u>917.68</u>
576	600	<u>903.00</u>	<u>930.09</u>	<u>957.99</u>
601	625	<u>978.00</u>	<u>1,007.34</u>	<u>1,037.56</u>
626	650	<u>1,165.00</u>	<u>1,199.95</u>	<u>1,235.95</u>
651	675	<u>1,353.00</u>	<u>1,393.59</u>	<u>1,435.40</u>
676	700	<u>1,540.00</u>	<u>1,586.20</u>	<u>1,633.79</u>
701	725	<u>1,728.00</u>	<u>1,779.84</u>	<u>1,833.23</u>
726	750	<u>1,915.00</u>	<u>1,972.45</u>	<u>2,031.62</u>
751	775	<u>2,103.00</u>	<u>2,166.09</u>	<u>2,231.07</u>
776	800	<u>2,290.00</u>	<u>2,358.70</u>	<u>2,429.46</u>
801	Up	\$2,300.00 plus \$5.00 for each foot LOA in excess of 800 feet		

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE – FEES AND CHARGES

201

(i) 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 Beach #1 during June 1 and October 15 of each year, the vessel will be charged a daily dockage rate for the length of the vessel.

(j) SEAWALL MOORING:

A vessel assigned a Seawall mooring permit will be charged a one time fee of twenty – six US dollars (\$26.00) per lineal foot at the rate for the summer season. Rates for the summer season (June 1 through October 31) will be assessed as follows: 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. Moored vessels will not extend out from the Seawall more than 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. Rates listed above in the LOA Table do not include taxes.

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

Vessels moored in Brown's Slough during the winter season (November 1 to May 31) will be charged ten cents per square foot per month. All winter storage must be prearranged with the Port Director/City Manager for all Port facilities.

Vessels will not be allowed to moor outboard of each other in Brown's Slough at any time.

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****STORAGE – GENERAL INFORMATION****202****(a) DEFINITION:**

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.

(b) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY STORAGE:

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

(c) 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 percent discount. If equipment/freight/cargo is pre-paid there will be no refunds if removed before May 31 (end of winter season).

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

STORAGE – GENERAL INFORMATION (Continued)

202

(d) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR DAILY STORAGE:

When space is available and 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 listed below.

STORAGE – FEES AND CHARGES

202

(e) MINIMUM CHARGES:

- (1) Minimum charges for storage, open areas: \$0.30 per square foot, monthly, or semi-monthly, depending on the season.
- (2) Minimum charges for storage, closed areas: \$0.30 per square foot, monthly, or semi-monthly, depending on the season.
- (3) Minimum charges for hazardous materials (HAZMAT): \$0.50 per square foot, monthly, or semi-monthly, depending on the season.
- (4) All charges listed in 1-3 above are “before taxes.”

(f) STORAGE RATES - OPEN AREAS:

Commodity	Monthly Charge (Nov 1-May 31)	Semi-Monthly Charge (Jun 1-Oct 31)
*Equipment	\$0.30 per sq. ft.	\$0.30 per sq. ft.
All Other Freight/Cargo	\$0.30 per sq. ft.	\$0.30 per sq. ft.
Gravel, sand, Rock (All Types and Sizes - No free Time for Gravel, Sand, and Rock)	\$0.30 per sq. ft.	\$0.30 per sq. ft.
**Hazardous Materials	\$0.50 per sq. ft.	\$0.50 per sq. ft.
<u>Logs any size</u>	<u>\$0.30 per sq. ft. per week, no free time</u>	

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

STORAGE – FEES AND CHARGES (Continued)

202

*Equipment includes all types of rolling stock, flats with and without freight/cargo, chassis', empty and loaded containers, boats including tugs, small craft with or without trailers, private/ personal-owned vehicles awaiting pickup or outbound transit, barges, and cranes.

(g) (STORAGE RATES - HAZARDOUS MATERIALS (HAZMAT))

** The maximum storage period for hazardous materials (HAZMAT) on the City Dock and/or Beach #1 (short-term storage area) is ten (10) calendar days. Failure to remove HAZMAT off the City Dock and/or Beach #1 within this established time period will result in a doubling of storage rates. Long-term storage areas are defined as the City Dock East Addition and the Port's Storage Yard located adjacent to the Petroleum Dock.

(h) Anything stored or residing in/on Port Facilities & not removed from the Facilities for 9 (nine) continuous months and not used for stevedoring purposes will be billed double the storage fees. The Port of Bethel has the right after 24 (twenty-four) months or 2 (two) years of continuous storage to seize and remove or remove and dispose of anything that is stored at any port of bethel facility longer than 2 years

WHARFAGE – GENERAL INFORMATION

203

(a) DEFINITION:

Wharfage is a charge assessed for cargo passing, or conveyed over, onto, or under, wharves, or between vessels, when berthed at a wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.

(b) TAXES:

No taxes are assessed on wharfage.

(c) APPLICATION:

Wharfage rates listed in this tariff will be charged for all freight/cargo, excluding ship's gear and over stow received onto, or over, all property belonging to the Port and/or City of Bethel. Ship's gear and over stow includes any cargo/ freight/ equipment that is offloaded and then reloaded onto the same vessel and which departs on the same voyage and vessel.

(d)OVERSIDE:

All freight, cargo, or petroleum products, loaded, or discharged, over the side of a vessel directly to, or from, another vessel, barge, lighter, draft, or to, or from, the water while the vessel is berthed, or moored, will be assessed half the regular wharfage rate.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

WHARFAGE – FEES AND CHARGES

203

(e) SCHEDULE OF CHARGES:
Charges are in U.S. Dollars.

Commodity	Charge
Freight, or Cargo (Includes all goods, equipment, or merchandise conveyed in a vessel, barge, or marine vehicle)	\$8.20 <u>\$9.02</u> per short ton
*Through-Rated Freight, or Cargo	\$10.25 <u>\$11.28</u> per short ton
Hazardous Material	\$8.20 <u>\$9.02</u> per short ton plus \$25.00 for each container, flat, or pallet containing more than 800 lbs. of hazardous material as defined in the CFR 49 parts 100 to 185. Rolling stock will be exempt from the \$25.00 fee. The manifest for this type of cargo must indicate each consignee
Through-Rated Hazardous Material	\$10.25 <u>\$11.28</u> per short ton plus \$50.00 per container.
Seafood ton	\$8.20 <u>\$9.02</u> per short
Inbound Petroleum Products (thru put fee)	\$0.04 <u>\$0.05</u> per U.S. gallon
All Types of Sand and Gravel less than 3 inches(-3")	\$1.25 <u>\$2.00</u> per short ton
All Types and Sizes of Rock ton greater than 3 inches(+3")	\$8.20 <u>\$9.02</u> per short
All Types and Sizes of Logs (Logs may not be stacked more than 8 foot high)	\$0.30 per square foot (wharfage fee)

*Freight and/or cargo will not be considered Through-Rated unless a manifest is received 24-hours in advance with verifiable routing and clearly identifying where the freight and/or cargo's final destination is. If the freight and/or cargo is not removed from the Port of Bethel within thirty (30) calendar days, the Through-Rated designation will be voided and regular charges will be applied at the rate of \$8.20 per short ton on and off any Port facility. Freight already billed as through rated cargo that has forfeited its through rated designation due to time restraints will be charged the difference of \$6.76 per short ton.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

WHARF DEMURRAGE

203

(f) DEFINITION:

Wharf demurrage is a charge assessed against freight/cargo/equipment remaining in, or on, Terminal facilities after the expiration of free time unless arrangements have been made for storage. After free time expires, storage charges will be assessed.

(g) MINIMUM CHARGES:

Minimum charges are set forth on page 27 of this Tariff.

HANDLING – GENERAL INFORMATION

204

(a) DEFINITION:

Handling is the service of moving freight/cargo and/or equipment from a vessel moored alongside a dock, wharf, or seawall, from a dock, wharf, or seawall to a moored vessel. Charges for handling are assessed against vessels, their owners, operators, or the party ordering the handling service.

(b) SPILLAGE:

All spillage and/or leakage of petroleum products, or flammables, shall be reported to the Port Director, ~~Harbormaster~~ Port Office, U.S. 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 – 1-800-424-8802

ADEC – (907)543-2315

USCG – (907)271-6700

(c) LINE HANDLING;

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

(d) EXCEPTION - APPLICATION OF MAN-HOUR RATES ON HANDLING:

When the services of handling of freight and/or cargo are required, the Port of Bethel reserves the right to apply applicable man-hour rates (\$105.00 per person per hour).

HANDLING – FREE AND CHARGES

204

(e) STEVEDORING PERMITS - THIRD PARTY CONTRACTORS:

- (1) 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. RATE: \$600.00.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

HANDLING – FREE AND CHARGES (Continued)

204

- (2) 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. RATE: \$450.00.
- (3) Independent Permit: An Independent Permit allows only the loading and unloading of fishery products to vessels no less than 150 feet in length overall (LOA). RATE: \$300.00.
- (4) Decals: Windshield decals will be issued by the Port of Bethel to permit holders without cost 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 \$35.00 each vehicle; 10-20 vehicles \$45.00 for each vehicle.
- (5) 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.

LABOR

205

(a) LABOR RATES:

Labor as described in this section of the Tariff refers to Port employees hired 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 in connection with services shall be billed at actual cost plus 18% for administrative costs.
- (4) When equipment is used in performance of services, the charge will not be less than the Tariff rate.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

LABOR (Continue)

205

(c) SCHEDULE OF MAN-HOUR RATES:

Unless otherwise stated herein, the basic rate for Port labor is \$105.00 per man-hour.

(d) ELECTRIC SERVICES FOR VESSELS:

Electric Services may be available through the Bethel Utilities Corporation (BUC) at vessel owner/operators expense. All installations must meet Underwriter’s Laboratory (UL) standards.

(e) FRESH WATER FOR VESSELS

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

Volume	Rate
Regular call out hours 8a.m. – 5p.m. Monday – Friday	
Hook-up Fee	\$130.00
Rate per Gallon	\$0.17
After hours call out charge	\$70.00

NOTE: Rates are subject to change without notice!

(f) GRAY WATER SERVICES FOR VESSELS:

Arrangement for gray water services for vessels will be made through the Port Office. Gray water will be removed from vessels as follows:

Volume	Rate
Regular call out hours 8a.m. – 5p.m. Monday – Friday	
Hook-up Fee	\$155.00
Rate per Gallon	\$0.18
After hours call out charge	\$70.00

NOTE: Rates are subject to change without notice!

(g) REFUSE REMOVAL AND DISPOSAL CHARGES:

The following charges will be made when a ship places refuse in a Port-supplied box, or dumpster:

- (1) 4-Yard Dumpster: \$125.00
- (2) 8-Yard Dumpster: \$225.00

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

SECTION 2**DESCRIPTIONS AND SCHEDULE OF CHARGES****ITEM NO.****LABOR (Continue)****205**

NOTE: 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 vessels require any of these prohibitive materials to be hauled to the Landfill by the Port of Bethel, the following charges shall apply:

- (1) Pallets, or wood, per dump truck load: \$625.00
- (2) Other waste, or scrap, per dump truck load: Landfill charges plus \$250.00 plus 18% Administrative Fee.

NOTE: 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.

(h) 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 \$8.00 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.

(i) SOLID AND 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 \$105.00 per man-hour per person plus any additional costs that may be incurred with this operation. Only non-hazardous material will be accepted.

VESSEL OVERHAUL

2

(a) REPAIRS AND MAINTENANCE:

When work is performed on tugboats, barges, or other types of maritime craft while they are in temporary storage on the City Dock, or on Beach #1, 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.

1

Introduced by: Port Commission
Date: March 12, 2013
Public Hearing: March 26, 2013
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #13-06

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE CHAPTER 14.04.060 FISHING FROM CITY CARGO DOCK AND PETROLEUM DOCK PROHIBITED

WHEREAS fishing from the petroleum dock and the city dock is prohibited during the months of June, July, and August;

WHEREAS the Port Commission found fishing to be un-safe for the remaining nine months of the year;

WHEREAS Personal Protective Equipment (PPE) must be worn when using the cargo dock and petroleum dock;

WHEREAS life, health and safety is an issue within the area because of lack of supervision and due to the use of heavy equipment working in these areas;

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that:

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

SECTION 2. Amendment. Chapter 14.04.060 of the Bethel Municipal Code is amended as follows: (new language is underlined and old language is stricken out):

14.04.060 Fishing from city cargo dock and petroleum dock prohibited.

Fishing from the petroleum dock and the city cargo dock is prohibited from the months of June, July and August.

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

ENACTED THIS DAY OF 2012, BY A VOTE OF IN FAVOR AND OPPOSED.

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel, Alaska

Ordinance #13-06
1 of 1

Introduced by: City Manager Foley
Introduction Date: March 12, 2013
Public Hearing: March 26, 2013
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #13-07

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 13.08.125 SERVICE LINES-CHARGES, TO INCLUDE REPAIR AND REPLACEMENT UNDER THE CHARGES AND TO AMEND THE PERIOD OF TIME FROM "CALENDAR YEAR" TO WITHIN A "12 MONTH PERIOD"

WHEREAS, although repair is identified as a reason for the charges in the body of the code, it is implied under A, B, and C that the charges will only be applied for the rebuilding of the pump;

WHEREAS, calendar year has been modified to 12 month period to coincide with the language provided in the body "annual frequency";

Now, therefore be it enacted by the City Council of Bethel Alaska as follows:

Section 1. Classification. This ordinance is of permanent nature and shall be codified within the Bethel Municipal Code.

Section 2. Amendment. The Bethel Municipal Code is amended as follows (new language is underlined and old language is stricken out):

13.08.125 Service lines – Charges.

The city will perform maintenance on grinder pumps used for the piped sewer system. The charges will only be assessed if repair is attributed to negligence, as determined by the Public ~~Works~~ piped-Utilities Maintenance Foreman. At the time the customer receives service to rebuild, repair or replace a grinder pump, the customer will be billed for the following charges in relation to the annual frequency with which a grinder pump is rebuilt, repaired or replaced: If the property that receives the repair or replacement ~~has~~ is a multi-dwelling unit, then the person to whom the water account's name is in is responsible for the expense.

- | | |
|--|----------|
| A. First rebuild/ <u>repair/replacement</u> per
calendar-year <u>12 month period</u> | \$50.00 |
| B. Second rebuild/ <u>repair/replacement</u>
per calendar-year <u>12 month period</u> | \$225.00 |
| C. Third and all subsequent | \$450.00 |

Introduced by: City Manager Foley
Introduction Date: March 12, 2013
Public Hearing: March 26, 2013
Action:
Vote:

rebuilt/repair/replacement per
calendar year-12 month period

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

Enacted by the Bethel City Council by a vote of __ in favor and __ opposed.

ATTEST:

Joseph A. Klejka, Mayor

Lori Strickler, City Clerk

Bethel City Council

New Business

Introduced by: Public Safety and
Transportation Commission
Date: March 26, 2013
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #13-08

AN ORDINANCE AMENDING THE BETHEL MUNICIPAL CODE TITLE 9 PUBLIC PEACE, MORALS AND WELFARE

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that:

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

SECTION 2. Amendment to BMC Title 9 Public Peace, Morals and Welfare The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

Chapter 9.12 OFFENSES AGAINST PUBLIC DECENCY

Sections:

- 9.12.010 Public drinking – Prohibited.
- 9.12.020 Public drinking – Posted area.
- 9.12.030 ~~Public drinking – Fine.~~ Littering; Defacing Building or other Structure
- 9.12.040 ~~Drinking in motor vehicle or boat.~~ Public Excretion
- 9.12.050 ~~Begging. Shoplifting – Under \$10.00~~
- 9.12.060 ~~Enticing into automobile.~~
- 9.12.070 ~~Illegal occupation.~~
- 9.12.080 ~~Obscene act.~~
- 9.12.090 ~~Sale of obscene material.~~

9.12.010 Public Drinking – Prohibited.

A. It is unlawful for any person to be upon any public street, road, ice road, or highway while intoxicated in such a manner as to be hazardous to motor vehicle traffic.

B. It is unlawful for any person to consume an alcoholic beverage on or along any public street, sidewalk, alley, or walkway; in any public park, mode of public transportation, cemetery, dump site, harbor, parking lot, or ice road under Bethel jurisdiction, airport or schoolyard; in any public building, or in any building held open for use by the public except for those areas in a commercial establishment reserved for limited or no use by the public or any building owned by the city held open for use by the public. [Prior code § 6.09.010.] No person shall drink any alcoholic beverage in or upon any motor vehicle or boat.

C. Violation of this section shall be punishable by a fine of not more than five hundred (\$500) dollars.

9.12.020 Public drinking – Posted area.

City of Bethel, Alaska

Ordinance #13-08
1 of 5

Introduced by: Public Safety and
Transportation Commission
Date: March 26, 2013
Public Hearing:
Action:
Vote:

The city manager is authorized to designate public areas and places, in addition to those specified in BMC 9.12.010, in which the consumption of alcoholic beverages is prohibited, and to cause signs to be posted in such areas or places advising members of the public of the prohibition. [Prior code § 6.09.020.]

9.12.030 Littering; Defacing Building or other Structure

- A. It is unlawful for any person to knowingly:
1. Litter in or on any property not his own on which he is not an invitee or licensee, or on any public building, park, recreation area, parking lot, street, or highway; or
 2. Mar or deface private or public property, including parks and recreation areas, without permission.
 3. In addition to all other fines and penalties provided for in subsection 8 of this section, persons violating this section shall remove or cause the removal of the litter and restore the property defaced at their sole expense and at the direction and under the supervision of the property owner or the City.
 4. If the person violating this section fails to remove the litter or restore the property as the case may be, the owner thereof may cause the same to be accomplished and charge the person responsible for doing so for the reasonable expense incurred and recover such expenses by civil action.
 5. Any act in violation of this section committed by a minor under the age of eighteen (18) years who is not a runaway, as that term is defined by AS 47.10.390, when the violation occurred, shall be imputed to that minor's parent or legal guardian who shall be liable for payment of the fine and expense of restoration.
 6. Subject to AS 47.10, persons under the age of eighteen (18) years, shall be subject to the provisions of this section, provided however, that in the event any such provision conflicts with or cannot be effected under the provisions of AS 47.10, the latter shall prevail and the person, court or agency having jurisdiction over such minor shall, whenever consistent with AS 47.10, apply the penalties, fines, repair and restoration provisions hereof as a part of its final disposition or as a condition of pre-trial/hearing diversion. Subject to the discretion of the court, agency or official having jurisdiction, the parent or legal guardian of a person under the age of eighteen (18) years violating this section shall accompany the minor to some or all of the minor's community service and repair, removal or restoration work.
 7. Nothing contained in this section shall in any way limit, abridge or deny the authority or discretion of any court under AS Title 12 or any agency or official under AS Title 47 and such court, agency or official may vary the sentence or other disposition imposed pursuant to such authority or jurisdiction for a violation of this section.
 8. Violation of this section shall be punishable by a fine of not more than One Hundred Fifty (\$150) Dollars which may be substituted by no less than One Hundred Fifty (150) hours of Community Work Service.

9.12.030 Public drinking — Fine.

~~A person who is guilty of drinking in public is punishable by a fine of not more than one hundred dollars (\$100). In no event shall any fine less than twenty dollars (\$25) be imposed and such~~

Introduced by: Public Safety and
Transportation Commission
Date: March 26, 2013
Public Hearing:
Action:
Vote:

~~fine shall not be suspended, nor may the punishment provided in this section be reduced under AS 11.05.150. [Prior code § 6.09.030.]~~

9.12.040 Drinking in motor vehicle or boat.

~~No person shall drink any alcoholic beverage in or upon any motor vehicle or boat. [Prior code § 6.08.130.]~~

9.12.040 – Public Excretion

- A. It is unlawful for any person to knowingly urinate or defecate in or on any public street, road, highway, alley, sidewalk, park or other public place open to public view which is not a lavatory facility.
- B. Violation of this section shall be punishable by a fine of not more than Two Hundred (\$200) Dollars.

9.12.050 – Shoplifting Under \$10.00

- A. Removal of Merchandise. It is unlawful for any person to take or remove any merchandise or thing valued at less than ten (\$10) dollars from the premises where such merchandise or thing of value is kept for purposes of sale, barter or storage without the consent of the owner or person lawfully entitled to its possession.
- B. Concealment of Merchandise. It is unlawful for any person, without authority, willfully to conceal upon or about his person any merchandise or thing valued at less than ten (\$10) Dollars upon the premises where such merchandise or thing of value is kept for the purposes of sale, barter or storage. Any merchandise or thing of value found concealed upon or about the person and which has not therefore been purchased by the person is prima facie evidence of willful concealment.
- C. As used in this section, the term “consent” shall mean express consent, or consent implied by possession of a sales ticket, slip or receipt issued for and accompanied by the article of merchandise or thing of value.
- D. Violation of this section shall be punishable by a fine of not more than One Hundred (\$100) Dollars.
- E. Any act in violation of this section committed by a minor under the age of eighteen (18) years who is not a runaway, as that term is defined by AS 47.10.390, when the violation occurred, shall be imputed to that minor’s parent or legal guardian who shall be liable for payment of the fine and expense of restoration.
- F. Subject to AS 47.10, persons under the age of eighteen (18) years, shall be subject to the provisions of this section, provided however, that in the event any such provision conflicts with or cannot be effected under the provisions of AS 47.10, the latter shall prevail and the person, court or agency having jurisdiction over such minor shall, whenever consistent with AS 47.10, apply the penalties, fines, repair and restoration provisions hereof as a part of its final disposition or as a condition of pre-trial/hearing diversion. Subject to the discretion of the court, agency or official having jurisdiction, the parent or legal guardian of a person under the age of eighteen (18) years violating this section shall accompany the minor to some or all of the minor’s community service and repair, removal or restoration work.

Introduced by: Public Safety and
Transportation Commission
Date: March 26, 2013
Public Hearing:
Action:
Vote:

9.12.050 Begging.

~~It is unlawful for any person in the city to beg in any street, alley or public place. [Prior code § 8.04.010, (2).]~~

9.12.060 Enticing into automobile.

~~It is unlawful for any person in the city to accost or endeavor to entice a person into an automobile. [Prior code § 8.04.010, (3).]~~

9.12.070 Illegal occupation.

~~It is unlawful for any person in the city to:~~

- ~~A. Engage in any illegal occupation or business;~~
- ~~B. Attend or frequent any place in which an illegal business is committed or conducted;~~
- ~~C. Solicit a person for the purpose of committing any illegal act. [Prior code § 8.08.010.]~~

9.12.080 Obscene act.

~~It is unlawful for any person in the city to:~~

- ~~A. Engage in any obscene conduct in any street, alley or public place; or~~
- ~~B. Make an obscene exhibition or exposure of his person. [Ord. 09-41 § 2; prior code § 8.16.010.]~~

9.12.090 Sale of obscene material.

~~It is unlawful for any person in the city to print, engrave, sell, offer for sale, give away, exhibit, publish or have in his possession for any such purpose any obscene books, pamphlets, paper, pictures, cast statuary, images or representations or other articles of an obscene nature. [Prior code § 8.16.020.]~~

Chapter 9.20

OFFENSES BY OR AGAINST MINORS

Sections:

- 9.20.005 Curfew – Definitions.
- 9.20.010 Curfew – Hours designated.
- 9.20.015 Curfew – Exceptions.
- 9.20.020 Curfew – Parental responsibility.
- 9.20.025 Helmet required – Parental responsibility.
- 9.20.030 Motion picture admittance – Person defined.
- 9.20.040 Motion picture admittance – “X” rating.
- 9.20.050 Motion picture admittance – “R” rating.
- 9.20.070 Sale of Tobacco Products to Minors
- 9.20.080 Possession of Tobacco Products by Minors
- 9.20.090 Endangering the Welfare of a Minor in the 2nd Degree

Introduced by: Public Safety and
Transportation Commission
Date: March 26, 2013
Public Hearing:
Action:
Vote:

09.20.070 Sale of Tobacco Products to Minors

A. It is unlawful for any person Nineteen (19) years of age or older to negligently sell, exchange or give cigarettes, cigars or tobacco in any form to any person under Nineteen (19) years of age.

B. Violation of this section shall be punishable by a fine of not more than Five Hundred (\$500) Dollars.

09.20.080 Possession of Tobacco Products by Minors

A. A person under nineteen (19) years of age may not knowingly possess a cigarette, a cigar, tobacco, or any product containing tobacco.

B. Violation of this section shall be punished by a fine of not more than Five Hundred (\$500) Dollars.

9.20.090 Endangering the Welfare of a Minor in the 2nd Degree

A. A person commits the offense of endangering the welfare of a child in the second degree if the person, while caring for a child under 10 years of age,

1. Causes or allows the child to enter or remain in a dwelling or vehicle in which a controlled substance is stored in violation of AS 11.71; or

2. Is impaired by an intoxicant, whether or not prescribed for the person under AS 17.30, and there is no third person who is at least 12 years of age and not impaired by an intoxicant present to care for the child.

B. In this section,

1. "Impaired" means that a person is unconscious or a person is physically or mentally affected so that the person does not have the ability to care for the basic safety or personal needs of a child with the caution characteristic of a sober person of ordinary prudence;

2. "Intoxicant" has the meaning given in AS 47.10.990.

C. Endangering the welfare of a child in the second degree is a violation punishable by a fine not to exceed Five Hundred (\$500) Dollars.

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

ENACTED THIS DAY OF 2013, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel, Alaska

Ordinance #13-08
5 of 5

City of Bethel Action Memorandum

Action memorandum No.	13-09		
Date action introduced:	3-29-13	Introduced by:	Sharon Sigmon
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approve Training and Travel request for the City Attorney for April 23 – 27, 2013

Route to:	Department/Individual:	Initials:	Remarks:
X	Finance		

Attachment(s): Cost Estimate for Travel and Training

Pacific Coast Labor & Employment Law Conference Information Page

Amount of fiscal impact		Account information:
	No fiscal impact	
\$ 1725.82	Funds are budgeted for.	10-56-545
	Funds are not budgeted. Budget modification is required. Affected account number:	

Action memorandum 13-09 is sponsored by Councilmember Sigmon on behalf of the City Attorney.

The City Attorney, Patty Burley, is requesting to attend an employment law conference which covers a wide range of employment issues relevant to the City. The Program is an advanced continuing education program that prepares participants on handling complex municipal employment matters. The program has an extensive and rigorous educational component and a professional and social contribution component.

T.A. #: _____

City of Bethel Travel Authorization Form

City Attorney	Labor & Employment Law Training	Labor Law Conference
Department Patty Burley	Activity City Attorney	Program 3/6/2013
Employee Requesting Authorization Pacific Coast Labor & Employment Law Conference	Title Seattle, Washington	Date April 25-26, 2013
Conference Title and Sponsor	Conference Site	Date of Meeting

Explanation of Travel Request:

Education opportunity as well as continuing legal education.

	<u>Estimated Totals</u>	<u>Account #</u>																																				
Registration Fees <small>(Specify whom check is payable to and attach copy of documentation)</small> Payable to: <u>Labor Law Section</u> P.O. #: _____	\$485.00	10-56-545																																				
Transportation Airline(s): <u>Alaska Airlines</u> Travel Agency: _____ Confirmation #: _____ P.O. #: _____ Car Rental Co.: _____ Confirmation #: _____ P.O.# _____	\$579.70	10-56-545																																				
Hotel Name: <u>Homewood Suites, Hilton</u> Confirmation #: _____ P.O. #: _____	\$481.12	10-56-545																																				
<table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">Meals:</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: center;">#</td> <td style="width: 5%;"></td> <td style="width: 10%; text-align: center;">Daily Rate</td> <td style="width: 5%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Breakfast</td> <td style="text-align: center;">1</td> <td style="text-align: center;">X</td> <td style="text-align: center;">\$12.00</td> <td style="text-align: center;">=</td> <td></td> <td style="text-align: center;">\$36</td> <td></td> <td></td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">1</td> <td style="text-align: center;">X</td> <td style="text-align: center;">\$16.00</td> <td style="text-align: center;">=</td> <td></td> <td style="text-align: center;">\$48</td> <td></td> <td></td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;">1</td> <td style="text-align: center;">X</td> <td style="text-align: center;">\$32.00</td> <td style="text-align: center;">=</td> <td></td> <td style="text-align: center;">\$96</td> <td></td> <td></td> </tr> </table> Cab Fare: _____	Meals:		#		Daily Rate					Breakfast	1	X	\$12.00	=		\$36			Lunch	1	X	\$16.00	=		\$48			Dinner	1	X	\$32.00	=		\$96				
Meals:		#		Daily Rate																																		
Breakfast	1	X	\$12.00	=		\$36																																
Lunch	1	X	\$16.00	=		\$48																																
Dinner	1	X	\$32.00	=		\$96																																
Miscellaneous: <small>(Explain in written detail on an attached sheet)</small> <div style="text-align: right; margin-right: 20px;"> TOTAL EXPENSES: Per Diem Advance Requested: </div>	\$1725.82																																					

Approvals:

_____ Department Head / Date	_____ City Manager / Date	_____ Finance Director / Date
--	-------------------------------------	---



MORE THAN EVER, **THE BEST CLE VALUE**

Pacific Coast Labor & Employment Law Programs

THURSDAY MORNING, APRIL 25, 2013

8:15 A.M. WELCOME & PROGRAM OBJECTIVES

Trish K. Murphy
Chair, Conference Planning Committee
Seattle, Washington

8:30 A.M. THE HOTTEST TOPICS IN EEO LAW – A SPIRITED DISCUSSION

Moderator: Michael Reiss
Davis Wright Tremaine LLP
Seattle, Washington

Paul Grossman
Paul, Hastings, Janofsky & Walker LLP
Los Angeles, California

Paul Mollica
Outten & Golden LLP
Chicago, Illinois

9:15 A.M. EEO UPDATE: A MANAGEMENT LAWYER'S PERSPECTIVE

Paul Grossman
Paul, Hastings, Janofsky & Walker LLP
Los Angeles, California

10:45 A.M. REFRESHMENT BREAK

11:00 A.M. EMERGING LABOR LAW ISSUES THAT EVERY EMPLOYMENT LAWYER NEEDS TO KNOW

Joseph Torres
Winston & Strawn LLP
Chicago, Illinois

12:15 P.M. CONFERENCE LUNCHEON

PRESENTATION OF THE MARY ELLEN KRUG SCHOLARSHIP



MORE THAN EVER, **THE BEST CLE VALUE**

Pacific Coast Labor & Employment Law Programs

THURSDAY AFTERNOON, APRIL 25, 2013

1:15 P.M. **EEO UPDATE: A PLAINTIFFS' LAWYER'S PERSPECTIVE**

*Paul Mollica
Outten & Golden LLP
Chicago, Illinois*

2:30 P.M. **EMPLOYEE & EMPLOYER PERSPECTIVES ON THE NEW ERA OF ARBITRATION**

*Deepak Gupta
Gupta Beck
Washington, DC*

*Jane Howard-Martin
Toyota, Inc.
Los Angeles, California*

3:30 P.M. **REFRESHMENT BREAK**

3:45 P.M. **CONCURRENT SESSIONS**

CURRENT TRENDS IN UNION ORGANIZING

*Prof. Charlotte Garden
Seattle University
School of Law
Seattle, Washington*

*Susan Davis
Cohen, Weiss & Simon
New York, New York*

*Brent Wilson
Elarbee Thompson
Atlanta, Georgia*

OR

PUT ON YOUR SOX:

THE CHANGING LANDSCAPE OF WHISTLEBLOWER CLAIMS

*Steven Pearlman
Proskauer Rose LLP
Chicago, Illinois*

5:00 P.M. **ADJOURN**



MORE THAN EVER, **THE BEST CLE VALUE**

PACIFIC COAST Labor & Employment Law Programs

FRIDAY AFTERNOON, APRIL 26, 2013

1:30 P.M. DAMAGES IN EEO CASES: STRATEGIC USE OF EXPERT WITNESSES & MOTION PRACTICE

*Kathryn Dickson
Dickson Geesman
Oakland, California*

*Theodora Lee
Littler Mendelson
San Francisco, California*

2:30 P.M. WRAPPING UP THE CASE: THINGS YOU SHOULD KNOW BUT DON'T

*Wendi Lazar
Outten & Golden LLP
New York, New York*

*Lindbergh Porter
Littler Mendelson
San Francisco, California*

3:30 P.M. LOOKING FOR TROUBLE: CRIMINAL BACKGROUND CHECKS AND SIMILAR APPLICANT-SCREENING AND PERSONNEL ISSUES

*Carolyn H. Ladd
The Boeing Co.
Seattle, Washington*

4:30 P.M. ADJOURN

REGISTRATION FORM

First Name MI Last Name

Firm/Company

Address

City State Zip

Telephone Fax

E-mail Address

Continuing Legal Education Credits (CLEs) If you wish to receive CLE credit through your state bar association, please list the state(s) and corresponding bar number(s):

State(s) Bar Number(s)

Please indicate your profession/field:

- Attorney, representing: Mgmt Labor Plaintiff Gov't
 Human Resources Professional
 Labor Representative
 Neutral

How did you hear about the conference? Check all that apply:

- King County Bar Bulletin Oregon State Bar Bulletin
 Brochure Past Participation Colleague

Other: _____

Registration Fees

Includes attendance at all sessions, course materials (in one format), refreshment breaks and the Thursday conference luncheon. The optional Ethics Luncheon on Friday can be added for a fee – see below.

Advance rate (postmarked by March 18, 2013)
Conference and Ethics Luncheon \$485
Conference Only \$445

Standard rate (postmarked after March 18, 2013)
Conference and Ethics Luncheon \$550
Conference Only \$500

Please choose course materials format:

- Hard copy/binder Electronic flash drive Both

If you chose to receive both formats, please add \$50 to your registration fee.

Course Materials Only
(Per set – includes shipping; not available on the Web) \$195

Sorry, no single-day or split registrations available.

Current members of the KCBA Labor & Employment Law Section receive a \$20 discount.

Total Fees Enclosed in US Dollars _____

Method of Payment

- Check enclosed payable to Labor Law Section (US funds only)
 Visa Mastercard

Card Number Exp. Date

Name as it Appears on Card

Signature



Confirmation Code:
CHCALF

Flight	Departs	Arrives
<i>Alaska</i> Alaska Airlines 42 Coach Nonstop --- First Class waitlisted --- Total: 397 mi 1 h 1 m	Bethel (BET) 8:42 am Wed, Apr 24	Anchorage (ANC) 9:43 am Wed, Apr 24
<i>Alaska</i> Alaska Airlines 136 Coach Nonstop --- First Class waitlisted --- Total: 1,538 mi 3 h 35 m	Anchorage (ANC) 10:30 am Wed, Apr 24	Portland, OR (PDX) 3:05 pm Wed, Apr 24
<i>Alaska</i> Alaska Airlines 2162 Operated by Horizon Air as Alaska Airlines Check in with Alaska Airlines Coach Nonstop Total: 129 mi 0 h 47 m	Portland, OR (PDX) 4:30 pm Wed, Apr 24	Seattle, WA (SEA) 5:17 pm Wed, Apr 24
<i>Alaska</i> Alaska Airlines 85 Coach Nonstop --- First Class waitlisted --- Total: 1,444 mi 3 h 26 m	Seattle, WA (SEA) 10:00 am Sat, Apr 27	Anchorage (ANC) 12:26 pm Sat, Apr 27
<i>Alaska</i> Alaska Airlines 43 Coach Nonstop --- First Class waitlisted --- Total: 397 mi 1 h 5 m	Anchorage (ANC) 12:35 pm Sun, Apr 28	Bethel (BET) 1:40 pm Sun, Apr 28

This flight uses a Boeing 737-400 Combi aircraft. When boarding this type of aircraft, customers will use two sets of stairs, board from the rear of the aircraft, and be exposed to the weather.

Total: 397 mi | 1 h 5 m

The VISA ending with *****1985 has been charged a total of USD \$579.70. For additional assistance with your reservation call Alaska Airlines Reservations at 1-800-ALASKAAIR (1-800-252-7522).

	Fare	Taxes & Fees	Charges
Airfare for Patty Burley :	\$518.00	\$61.70	\$579.70
			Amount Charged: \$579.70



Homewood Suites by Hilton Anchorage
101 West 48th Avenue, Anchorage, Alaska, 99503, USA
1-907-762-7000

Reservation Confirmation # 87014260

Hotel

Homewood Suites by Hilton Anchorage
101 West 48th Avenue
Anchorage, Alaska 99503
USA
Phone: 1-907-762-7000

Stay Information

Arrival: Saturday, 27 Apr 2013
Departure: Sunday, 28 Apr 2013
1 room for 1 night

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out. Hotel check-in time is 3:00 pm and check-out is at 12:00 pm.

Room and Plan Selection

Room:	
1 adult	
1 KING BED STUDIO SUITE NONSMOKING 	
Price	99.00
Taxes	11.88
Room Subtotal	110.88
STATE GOVERNMENT	
Total for stay:	\$110.88 USD

Guest Information

Guest name: Mrs. PATTY BURLEY
HHonors #: 840895357
Address type: Home
Address: PO BOX 2715
BETHEL, Alaska 995592715
USA
Email: btvpatty@yahoo.com
Phone: 9075434463
Comments: On file

Room preferences: Non-smoking, 1 King bed. Your preferences have been submitted with your reservation and are subject to hotel availability.

Payment Information

Card type: Visa
Card number: *****3424
Expiration: Aug 2013

City of Bethel Action Memorandum

Action memorandum No.	13-10		
Date action introduced:	March 26, 2013	Introduced by:	City Manager
Date action taken:		<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

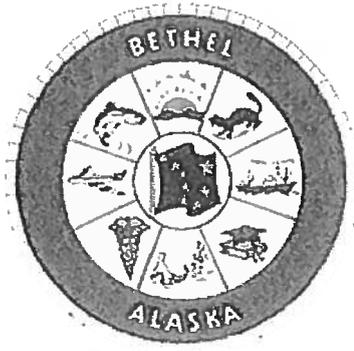
Approve meeting dates for FY 2014 Budget Meetings for City Council as being April 3, 2013, April 16, 2013, and April 18, 2013 April 22, 2013. Alternate dates should they become necessary are designated as May 7, 2013 and May 9, 2013. All meetings would be scheduled to begin at 6:30 pm.

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

Attachment(s): Please see attached justification memorandum.

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

The Administration is proposing four meetings be scheduled to address the FY 2014 Budget in addition to the introduction and public hearings for the budget which will convene during the regular City Council meetings. We believe it is reasonable to expect four meetings of two hours length each to be sufficient for discussion of the budget. We propose the dates of the meetings be as follows: April 3, 2012, April 11, 2012, April 16, 2013, and April 18, 2013. Alternate dates should they become necessary are proposed as follows: May 7, 2013 and May 9, 2013. Each meeting would begin at 6:30 pm.



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.

Committee/Commission: Public Works Committee	Chairman: Frank Neitz
Date Submitted: 2/28/2013	Council Rep: Joseph Klejka
Issue:	
To have someone call on the outstanding Grants daily.	
Recommendation:	
City Manager intended to report back to Committee on the progress.	

Other:

Received by: [Signature]
 Date: 2-28-2013

LEASE AGREEMENT

between

City of Bethel

and

**Lower Kuskokwim School
District (LKSD)**

Effective Date: _____

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "LEASE") is made by and between the City of Bethel (the "CITY"), a municipal corporation located in Bethel, Alaska, whose mailing address is Post Office Box 1388, Bethel, Alaska 99559 and Lower Kuskokwim School District (the "LESSEE"), whose mailing address is Post Office Box _____, Bethel, Alaska 99559.

WHEREAS, LESSEE has indicated its desire to lease real property located on Fourth Avenue commonly known as "the old armory site" in Bethel Alaska.

WHEREAS, it is the intent of this LEASE to transfer from CITY to LESSEE the entire burden of compliance with present or future environmental regulations or controls with respect to LESSEE's operations on the leased land and facilities during the lease term.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 – LEASED LAND

- 1.1 *Description of Leased Land.* The Leased Land commonly known as the "old armory" is located on Fourth Avenue in the City of Bethel, Alaska. Total land available = 294,030 square feet.
- 1.2 *Property Accepted "As-is."* LESSEE acknowledges that it has inspected the Leased Land and Facilities and accepts the same "as-is" and without reliance on any expressed or implied representations or warranties of CITY, or agents of CITY, as to the actual physical condition or characteristics thereof and the legal description or depiction of the Leased Land in Article 1.1.
- 1.3 *Permits.* LESSEE, at its sole cost, shall obtain all permits necessary for the construction and operation of its facilities on the Leased Land. CITY may from time to time, upon request of LESSEE, execute such documents, petitions, applications and authorizations as may be necessary, to file with an agency or public body responsible for an application for conditional use permits, zoning and re-zoning, preliminary and final plat approval, or plan approval that may be required for the lawful construction and operation of the facilities of LESSEE permitted on the Leased Land by the terms of this LEASE. However, nothing in this Article shall be construed as requiring CITY to support or approve any such application or permit requests. If the agency or public body responsible to approve or grant such application or permit request is a City of Bethel agency, department, or board, LESSEE shall follow all City of Bethel procedures, the same as any other applicant making similar requests of the City of Bethel, according to the ordinances, resolutions, or any regulation, rules or procedures of the City of Bethel. Nothing in this Article imposes any duty or responsibility on CITY to assist LESSEE in obtaining any other permits or approvals, including without limitation those required by the U.S. Army Corps of Engineers (e.g., wetland fill permits), the Environmental Protection Agency (e.g., Clean Air Act permits), the Alaska Department of Transportation and Public Facilities (e.g., right-of-way permits), the Alaska Department of Fish and Game, and the Alaska Department of Environmental Conservation.

- 1.4 *Rent.* LESSEE shall pay, from July 1, 2013 to _____, rent of \$_____ per month for the available land. Rent shall be paid according to the following schedule: On or before the first day of each month, in advance for the ensuing month. Rent shall be paid to CITY, without notice or demand, at CITY's address set forth in Article 31.

ARTICLE 2 – LEASE TERM

2.1 *Lease Term.*

- a) The Lease Term shall be from July 1, 2013 to _____. The Lease Term shall commence on the date this LEASE is signed by CITY and that date shall be the effective date of this LEASE (the "Effective Date").
- b) Except for extensions as provided in Article 2.2 below, this LEASE is not subject to renewal.

2.2 *Options to Extend.* At the expiration of the initial term, at the sole discretion of CITY, the Lease Term may be extended to run from month-to-month, with rent payable as specified in Article 1.4, provided that:

- a) LESSEE shall send written request for an extension to the address noted in Article 31 at least sixty days (60) days prior to the expiration of the then current lease term;
- b) LESSEE is not in default under any term or provision of this LEASE.

ARTICLE 3 – USE OF LEASED LAND

3.1 *Use of Leased Land.* LESSEE shall use Leased Land as a school or public gymnasium or meeting place only.

3.2 *Obligations of LESSEE.* LESSEE may use the Leased Land only in accordance with applicable CITY zoning code provisions and provided the following conditions are met:

- a) The Leased Land is to be completely cleaned and restored to its original condition, that is, any buildings or structures currently on the land must be removed, any underground pipes or contaminants must also be removed and the land must be free and clear of any encumbrances or appurtenances upon termination of this LEASE.
- b) LESSEE agrees to prohibit the use, keeping, storage, or disposal of Hazardous Materials on the Leased Land except as permitted in Article 17 of this LEASE.
- c) LESSEE shall not use the Leased Land in any manner or construct any facilities thereon which would inhibit the use of adjacent or other lands.
- d) LESSEE shall continue to use the Leased Land for the specific purpose(s) described above. Any changes to this site require CITY approval, through the

City Manager, prior to additional construction. LESSEE's failure to obtain CITY approval of any changes to the site development plan or LESSEE's failure to install the improvements according to the site development plan shall be a LESSEE Act of Default under this LEASE. LESSEE shall provide a site plan of leased land showing location of concrete batch plant and proposed storage of materials which shall be attached hereto.

- 3.3 *Adequacy of Leased Land and Public Facilities.* CITY makes no representations or warranties as to the fitness of any particular part or the whole of CITY'S leased land for the uses intended by LESSEE, and LESSEE has inspected those facilities, if any, and has satisfied itself that the leased land is sufficient for the intended uses by LESSEE. CITY makes no representations or warranties of any nature with respect to the commercial practicability or accuracy of any information provided by CITY.
- 3.4 *Tariffs and Other Service Fees.* CITY shall have the right to make amendments to its tariffs, regulations and scheduled fees; if any, from time to time even if those adjustments shall cost LESSEE more for its operations or use of public facilities, if any, and CITY is free to do so.
- 3.5 *Utilities and Taxes.* LESSEE will pay for utilities and taxes related to operations on the Leased Land and LESSEE's interest in this LEASE and any improvements thereon before such obligations become delinquent; provided that LESSEE may, in good faith and before such delinquency, contest any such charge or assessment.

ARTICLE 4 – UTILITIES AND RIGHTS OF ACCESS

- 4.1 *Utility Services.* Utility services are not included in LESSEE's rent. LESSEE shall arrange for their own utility services and bear all costs for utilities.
- 4.2 *Utilities.* LESSEE, at LESSEE's sole cost and expense, shall provide for the extension of public utilities to the Leased Land sufficient for LESSEE's intended operations. In so doing, LESSEE shall comply with all CITY regulations and requirements, and the tariffs of the affected utilities, with respect to the construction of those utilities. CITY agrees to cooperate and assist the LESSEE, through consultation and review, in LESSEE's planning and engineering of those improvements. All utilities will be located and sized in accordance with CITY's Master Plan for the area leased. All such construction shall be in compliance with all applicable building, mechanical and fire codes. Utilities constructed by the LESSEE within the public right-of-ways or within public utility easements will normally be accepted and maintained by CITY or utility companies and may be used to serve other customers of LESSEE's without payment of fees or reimbursement of construction cost to the LESSEE. However, this does not preclude several lessees from agreeing to share the cost of constructing a utility to serve their facilities. CITY or other utility company may determine that it would be to their benefit to oversize the utility or install special fittings or equipment in order to serve other existing or future users. The additional direct costs of such over sizing shall be borne by CITY or other utility company. Such costs shall be limited to the supplier's cost of the additional fittings, equipment, direct labor, and equipment costs to complete the installation. The costs of over sizing pipe or electrical conduit shall be limited to the difference between the supplier's price to provide the size required to serve its facility and the price of the oversized material required by CITY or utility company.

LESSEE shall not be entitled to any refund, rebate, or payments from CITY for any rent, investment, or costs incurred by LESSEE with respect to any required permits for construction or operation of LESSEE's facilities on the Leased Land, it being the intent of the parties that the risk of obtaining required permits be solely a risk undertaken by LESSEE.

- 4.3 *Easements.* In order to provide for the orderly development of the Leased Land and adjacent lands, it may be necessary, desirable or required that street, railroad, water, sewer, drainage, gas, power line and other easements and dedications and similar rights be granted or dedicated over or within portions of the Leased Land.

As additional consideration for this LEASE, CITY and LESSEE each shall, at the request of the other, join with each other in executing and delivering such documents from time to time and throughout the Lease Term as may be appropriate, necessary, or required by the several governmental agencies (including the City of Bethel), public utilities and other users or tenants of CITY land for the purpose of granting such easements and dedications; provided, however, that such easements and dedications and similar rights do not unreasonably interfere with LESSEE's operations. The costs of locating or relocating any public easements or restrictions of record including any relocation of public road, railroad, utility, or other easements shall be at the sole cost and expense of the party requesting the relocation. CITY shall not refuse reasonable requests for such relocations provided those relocations do not interfere with or inhibit the overall development of CITY property or other public property. Any easements or rights of access granted to LESSEE by CITY need not be exclusive to LESSEE.

ARTICLE 5 – CONSTRUCTION BY LESSEE

- 5.1 *Improvements on Leased Land.* LESSEE shall have the right to erect, maintain, alter, remodel, reconstruct, rebuild, build and/or replace buildings and other improvements on the Leased Land as described in Article 1.1, subject to the following conditions:
- a) The cost of any construction, reconstruction, demolition, or of any changes, alterations or improvements, shall be borne and paid for by LESSEE.
 - b) If applicable, LESSEE shall provide CITY with a copy of all building plans and specifications and a site development plan or plans (based on a recent survey) for the Leased Land prior to commencement of construction.
 - c) LESSEE is solely responsible for resurveying and locating improvements on the Leased Land in such manner not to violate building setback requirements or encroach into rights-of-ways or easements. On completion of any improvements, LESSEE shall provide CITY a copy of an as-built survey depicting the improvements as completed on the Leased Land.
 - d) Any general contractor employed by LESSEE shall be appropriately bonded by use of performance and labor and material payment bonds in the customary form when cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000). Copies of all such bonds shall be furnished to CITY prior to commencement of construction. If the cost of the work is less than FIFTY THOUSAND DOLLARS (\$50,000.00), LESSEE shall provide CITY, if no performance and labor and material bonds are provided by LESSEE, any

necessary assurances or guarantees that the contemplated work will be performed by the general contractor or by LESSEE. In the event that LESSEE elects to construct the facility with its own personnel and equipment, or the personnel and equipment of any corporation or person that is an "affiliate" of LESSEE as such term is defined in AS 10.06.990(2) or Alaska limited liability company in which LESSEE maintains a substantial membership interest¹, a performance bond shall be required when the cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000).

- e) CITY may give notice of non-responsibility for any improvements constructed or effected by LESSEE on the Leased Land.
- f) LESSEE shall comply with all federal, state and local statutes and regulations with respect to such construction, including but not limited to all applicable building, mechanical, and fire codes.

5.2 *City Review of Construction.* CITY shall have the right to review initial plans, including those supplied to CITY under Article 5.1 hereof, and any future changes or additions to LESSEE's facilities, if any, on the Leased Land, by reviewing the design thereof prior to the commencement of construction. CITY shall have the right to comment upon that design and to require LESSEE to make reasonable changes so as to avoid interference with public operations, but the exercise of these rights shall not imply any obligation to do so or any obligation to do so in a particular way. LESSEE shall construct the facility in accordance with final design specifications approved by CITY. CITY's representatives may monitor the work and shall have access to the site at all reasonable times. LESSEE shall be solely responsible for completing all improvements according to LESSEE's plans and specifications and shall bear all risk, responsibility, and liability for properly surveying the Leased Land before construction and to place all improvements on the Leased Land without encroaching upon any land, easements, rights-of-way, or setback requirements. LESSEE shall obtain the usual and customary performance guarantees from its contractors, and CITY shall be named as an additional insured.

ARTICLE 6 – RETURN OF LEASED LAND/SITE CONDITIONS

- 6.1 *Return of Leased Land in Original Condition.* Subject to the provisions of Article 11.1 herein, upon termination of this LEASE for any reason, LESSEE shall return the Leased Land to in clean and habitable condition. The Leased Land shall be free of all Hazardous Materials and contamination arising out of or resulting from or occurring during LESSEE's operations or use of the Leased Land during this LEASE or from or occurring during use by prior Tenants. LESSEE is aware the land has been contaminated, as is the building. At the insistence of LESSEE, the CITY is foregoing its rights to have the previous Tenant restore the land to its original condition and is instead allowing LESSEE to Lease the land, as is, with the understanding that it will assume all obligations of the prior tenant to return the land to its original, untainted condition.
- 6.2 *Return of Leased Land in Different Condition.* Notwithstanding the provisions of Article 6.1 above, upon termination of this LEASE for any reason LESSEE may return the

¹ Affiliate means a person that directly or indirectly through one or more intermediary's controls, or is controlled by, or is under common control with, a corporation subject to the Alaska Corporation Code.

Leased Land in a re-contoured or graded clean, safe, and stable condition different from its original condition provided CITY grants written approval of LESSEE'S plans for development of the Leased Land contours, including its plans for material extraction and final grade.

ARTICLE 7 – CAUSES BEYOND CONTROL

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

ARTICLE 8 – TERMINATION FOR CONVENIENCE

CITY or LESSEE may terminate this LEASE at any time by giving thirty (30) days written notice to the other party of such termination and specifying the effective date of such termination. If this LEASE is terminated due to the fault of the LESSEE, Article 9 of this LEASE shall govern the rights and liabilities of the parties.

The rent payment for the month of termination shall be for the full month and shall not be prorated or refunded if effective date of termination is prior to the last day of the month.

ARTICLE 9 – LESSEE'S ACTS OF DEFAULT

Each of the following shall be a "LESSEE Act of Default" under this LEASE and the terms "acts of default" and "default" shall mean, whenever they are used in this LEASE, anyone or more of the following events:

- 9.1 Failure by LESSEE to pay promptly when due, and in no event later than ten (10) days from the due date thereof, the rent required to be paid under this LEASE.
- 9.2 Failure by LESSEE to observe, fulfill or perform any covenants, conditions or agreements on its part to be observed or performed under this LEASE for a period of thirty (30) days after written notice specifying such failure, requesting that it be remedied, and stating that it is a notice of default, has been given to LESSEE by CITY; provided, however, that if said default is such that it cannot be corrected within the applicable

period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the default is corrected.

- 9.3 The making by LESSEE of an assignment for the benefit of creditors, the filing of a petition in bankruptcy by LESSEE, the adjudication of LESSEE as insolvent or bankrupt, the petition or application by LESSEE to any tribunal for any receiver or any trustee for itself or for any substantial part of its property; or the commencement of any proceeding relating to LESSEE under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute or similar law or statute of any jurisdiction, whether now or hereafter in effect.
- 9.4 Violation by LESSEE of any laws or regulations of the United States, or of the State of Alaska, or any conditions of any permits issued by agencies of the City of Bethel, the State of Alaska or of the United States Government applicable to LESSEE's use of the Leased Land, pursuant to the regulations of such agencies, for a period of thirty (30) days after written notice specifying such violation has been given by the agency charged with the enforcement of such laws, regulations or permits to LESSEE; provided, however, if such violation be such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the violation is corrected. Furthermore, if LESSEE shall contest such alleged violation through appropriate judicial or administrative channels, the time period specified herein shall not commence until such proceedings are finally determined provided such proceedings are diligently pursued; provided, however, that any such extension of time shall not be effective if the effect of the interim administrative or judicial action is to cause a stoppage, interruption or threat to the activities of any person or entity other than those of LESSEE.
- 9.6 Failure of LESSEE to maintain its operations within the Leased Land or to keep the public rights of way clear.
- 9.7 At CITY'S discretion, pursuant to Article 8, Termination for Convenience.

ARTICLE 10 – REMEDIES FOR DEFAULT BY LESSEE

Whenever an act of default by LESSEE shall have occurred, and any applicable period for giving notice and any opportunity to cure shall have expired, CITY shall have the following rights and remedies all in addition to any rights and remedies that may be given to CITY by statute, common law or otherwise:

- 10.1 CITY may distain for rent due any of LESSEE's personal property which comes into CITY's possession. This remedy shall include the right of CITY to dispose of personal property distained in any commercially reasonable manner. It shall be conclusively presumed that compliance with the procedures set forth in the Alaska Uniform Commercial Code (AS 45.29.601-.628) with respect to sale of property shall be a commercially reasonable disposal.
- 10.2 CITY may re-enter the Leased Land and take possession thereof and, except for any personal property of LESSEE which CITY has waived its right to distain under Article 10.1 above, remove all personal property of LESSEE from the Leased Land. Such personal property may be stored in place or may be removed and stored in a public

warehouse or elsewhere at the cost of LESSEE all without service of notice or resort to legal process, all of which LESSEE expressly waives.

10.3 In addition to the above, CITY may if applicable:

- a) Declare this LEASE terminated;
- b) Collect any and all rents due or to become due;
- c) Recover from LESSEE, whether this LEASE be terminated or not, reasonable attorney's fees and all other expenses incurred by CITY by reason of the breach or default by LESSEE;
- d) Recover an amount to be due immediately on breach equal to the unpaid rent for the entire remaining term of this LEASE;
- e) Recover all damages incurred by CITY by reason of LESSEE's default or breach including, but not limited to, the cost of recovering possession of the Leased Land, expenses of re-letting including costs of necessary renovation and alteration of the premises, reasonable attorney's fees and any real estate commissions actually paid;
- f) Remove or require the removal of any improvements constructed without CITY approval or constructed contrary to site development plans approved by CITY and recover all costs and expense incurred by CITY to remove violating improvements.

10.4 If LESSEE does not immediately surrender possession of the Leased Land after termination by CITY and upon demand by CITY, CITY may forthwith enter into and upon and repossess the Leased Land and expel LESSEE without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.

10.5 No expiration or termination of this LEASE shall expire or terminate any liability or obligation to perform of LESSEE's which arose prior to the termination or expiration except insofar as otherwise agreed to in this LEASE.

10.6 Each right and remedy of CITY provided for in this LEASE shall be cumulative and shall be in addition to every other right or remedy provided for in this LEASE or now, or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by CITY of any one or more of the rights and remedies provided for in this LEASE or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by CITY of any or all other rights or remedies provided for in this LEASE or now or thereafter existing at law, or in equity or by statute or otherwise.

10.7 No delay or omission to exercise any right or power accruing following an act of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 11 – ESCROW DEPOSIT

11.1 Known Contaminants. LESSEE and CITY agree they are aware the Leased Land is currently contaminated (see Structural Condition Report, Exhibit A and Hazardous Building Material Assessment, Exhibit B). To date it is known the building has asbestos in the walls which were abated with lead based paint. In addition, it is believed the pilings underground are creosote pilings and that there may have been fuel tanks stored underneath the buildings which potentially leaked. Rough estimates regarding demolition of the building and clean-up of the land give conservative clean-up figures starting at Six Million Dollars (\$6,000,000).

11.2 Required Escrow. Because the CITY is giving up its rights to enforce the current contract and ability to have the current tenant return the land to its current state, and because this is done solely at the request and desire of the LESSEE, the CITY is requiring LESSEE to establish an escrow account for the eventual demolition of the building and clean-up of the land.

11.3 Escrow Conditions. LESSEE is to deposit Six Million (\$6,000,000) Dollars into an interest bearing escrow account upon the signing of this Lease. Such account will have a provision that monies cannot be withdrawn without the signed authorization of the CITY. The monies in the escrow account will remain in place and will be applied towards the ultimate demolition of the current building (currently known as the old armory) and the clean-up and restoration of the Land.

ARTICLE 12 - TITLE TO IMPROVEMENTS INSTALLED BY LESSEE

12.1 Real Property Improvements. All improvements constructed by LESSEE on the Leased Land or on easements to or from the same, such as buildings, warehouses, conveyor systems, ditches, sewer lines, water lines, dikes or berms and similar improvements, shall become the property of CITY upon termination of this LEASE for any reason; provided, however, that CITY may require LESSEE to remove any improvements designated by CITY and without cost to CITY.

12.2 Personal Property. Any other provisions of this LEASE to the contrary notwithstanding, LESSEE, upon termination of this LEASE for any reason, may, but need not, promptly remove, in no event later than sixty (60) days from the termination of the LEASE, trade fixtures and equipment from the Leased Land provided that LESSEE shall repair any damages to the Leased Land caused by such removal.

ARTICLE 13 – ASSIGNMENT OR SUBLEASE

13.1 Assignment of Lease or Subleasing. The rights and duties created by the LEASE are personal to LESSEE and CITY has granted the LEASE in reliance upon the individual character and financial capability of LESSEE. Therefore, LESSEE shall not assign or sublease this LEASE without CITY's prior written consent, in CITY's sole discretion. LESSEE may sublease a portion of the Leased Land or buildings or improvements located thereon only with CITY's prior written consent, which consent shall be granted if:

- a) The use of the Leased Land by the proposed sub-lessee is compatible with the use of adjacent lands;
- b) The proposed use is a permitted use under the then existing zoning, regulations and comprehensive land use plan;
- c) LESSEE has made a written request to sublease a portion of the Leased Land or buildings or improvements located thereon and provided CITY with a copy of the sublease agreement. The sublease agreement shall state that it is subject to and subordinate to this LEASE and any amendments thereto;
- d) The sub-lessee shall agree to defend, indemnify and hold harmless the CITY, its officials, employees, and agents, from any and all liability or claims for damages, including personal injuries, death and property damage arising out of or resulting from sub-lessee's use of the Leased Land by themselves, their agents, contractors, guests or the public, except for damages arising from the sole negligence or willful acts or omissions of CITY, its officials, employees, agents, or contractors;
- e) LESSEE's full faith and credit shall remain obligated under this LEASE as though the sublease had not taken place;
- f) The sub-lessee assumes and agrees in writing to pay and perform all of the obligations of LESSEE hereunder including, without limitation, Article 17 Environmental Concerns; and
- g) The sub-lessee has a credit-worthiness demonstrated to be equal to or better than LESSEE and has operating experience suitable to manage any facilities located on the Leased Land.

ARTICLE 14 – LESSEE'S DUTY TO DEFEND/INDEMNIFY

LESSEE shall defend, indemnify and hold harmless CITY, its officials, employees, agents, and contractors from any and all liability or claims for damages, including personal injuries, environmental damage, death and property damage arising out of or resulting from LESSEE's use of the Leased Land or the use of the Leased Land by LESSEE's sub-lessees, assignees, agents, contractors or the public, except for damages arising from the sole negligence or willful acts or omissions of CITY, its officials, employees, agents, or contractors. If any action or proceeding is brought against LESSEE by reason of any such occurrence, LESSEE shall notify CITY promptly in writing of such action or proceeding.

ARTICLE 15 – INSURANCE

15.1 Minimum Insurance Requirements. Prior to commencement of the Lease Term or LESSEE'S occupancy of the Leased Land, LESSEE shall procure and maintain, at LESSEE's sole cost and expense, comprehensive commercial general liability insurance with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000) for all injuries and/or deaths resulting to any one person and ONE MILLION DOLLARS (\$1,000,000) limit from any one occurrence. The comprehensive commercial general liability insurance shall include coverage for personal injury, bodily injury, and property

damage or destruction. Contractual liability insurance coverage in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) is also required.

LESSEE shall obtain owned and non-owned automobile liability insurance with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

LESSEE shall also maintain workers' compensation insurance as required under Alaska law.

The minimum amounts and types of insurance provided by LESSEE shall be subject to revision at the sole discretion of CITY in accordance with standard insurance practices, in order to provide continuously throughout the term of this LEASE and any extensions hereof, a level of protection consonant with good business practice and accepted standards in the industry. Such factors as changes in the type of or extent of use of the Lease Land, increases in the cost of living, inflationary pressures, and other considerations, shall be utilized in assessing whether the minimum insurance requirements should be increased. CITY shall notify LESSEE of any required increase in insurance coverage.

All insurance policies shall provide for thirty (30) days' notice of cancellation and/or material change to be sent to CITY at the address designated in Article 31 of this LEASE. All such policies shall be written by insurance companies legally authorized or licensed to do business in the State of Alaska and acceptable to CITY (Best's Rating B+ or better). CITY shall be listed as an additional insured under all insurance policies. LESSEE shall furnish CITY, on forms approved by CITY, certificates evidencing that it has procured the insurance required herein prior to the occupancy of the Leased Land or operation by LESSEE.

Insurance policy deductibles are subject to approval by CITY. Nothing herein contained shall prevent LESSEE or CITY from placing and maintaining at CITY's or LESSEE's own individual cost and expense, additional or other insurance as may be desired. The minimum insurance requirements under this LEASE shall not act to limit LESSEE's liability for any occurrence and shall not limit LESSEE's duty to defend and indemnify CITY for claims related to this LEASE or the Leased Land.

- 15.2 *Subrogation Rights Waived.* To the extent permitted by law, LESSEE hereby releases CITY, its elected and appointed officials, employees and volunteers and others working on behalf of CITY from any and all liability or responsibility to LESSEE or anyone claiming through or under LESSEE by way of subrogation or otherwise, for any loss of any kind (including damage to property caused by fire or any other casualty), even if such loss shall have been caused by the fault or negligence of the CITY, its elected or appointed officials, employees or volunteers or others working on behalf of the CITY. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of LESSEE's occupancy or use (including LESSEE's occupancy or use prior to the Effective Date of this LEASE), and LESSEE's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of LESSEE to recover thereunder except as against CITY (including its elected and appointed officials, employees and volunteers and others working on behalf of CITY) during the time of

LESSEE's occupancy or use. LESSEE agrees that its policies of insurance will include such a clause or endorsement.

ARTICLE 16 – MAINTENANCE AND REPAIRS

16.1 *Normal Maintenance.* During the entire term of this LEASE and every extension hereof, if any, LESSEE shall, at LESSEE's sole cost, risk and expense, maintain the Leased Land, including any improvements existing or placed thereon by LESSEE, in as good condition as received or constructed by LESSEE, subject to normal, non-abusive use. CITY, at CITY's sole option and expense, may, prior to the commencement of construction by LESSEE, perform maintenance and preventative work on the Leased Land, exclusive of improvements placed thereon by LESSEE, in order to prevent erosion, mitigate damage to plants and animals, or prepare the Leased Land for eventual development by LESSEE or others by grading, filling or contouring the Leased Land. Any such work performed by CITY shall be at CITY's sole expense and risk unless LESSEE agrees, in advance and in writing, to share such expense and risk. LESSEE shall maintain in first class condition at all times all fire, pollution and other protective equipment, if any are placed on Leased Land.

16.2 *Safety Issues.* CITY may notify LESSEE in writing of any deficiencies in the performance of LESSEE's maintenance responsibilities as they relate to public health or safety and LESSEE shall promptly within ten (10) days of receipt of such notice advise CITY in writing of its proposed schedule for performance of any work necessary to cure such deficiencies.

If such deficiencies relate to the safety of LESSEE's operation such that the surrounding land and facilities are exposed to risk, unnecessary potential hazards, or a risk to the public interest (as distinguished from a business risk), or if CITY is not satisfied with the proposed schedule of repairs either because of the delays therein or the scope of the repairs, then CITY may engage an independent engineering consultant who shall furnish to CITY a comprehensive survey and report for the purpose of establishing both the need and urgency to perform such maintenance work. As soon as practicable following receipt of said engineer's determinations and recommendations, if the report requires repair then LESSEE shall pay the cost of the report and perform such work in accordance therewith at LESSEE's cost, risk and expense.

16.3 *Updating or Improvements.* If any facility or service provided by CITY to the Leased Land shall become inadequate due to changes in environmental control standards or should any facility require updating or improvement by reason of a change in LESSEE's use of the Leased Land or operations there from, LESSEE shall either construct such improvements at LESSEE's own cost or reimburse CITY for such work at the option of CITY.

ARTICLE 17 – ENVIRONMENTAL CONCERNS

17.1 *Hazardous Materials.*

a) *Condition of Site.* LESSEE has had full opportunity to examine the site for the presence of any Hazardous Material and accepts the site in "as is" condition.

LESSEE may elect, at LESSEE's sole cost, to conduct a baseline soils test prior to execution of this LEASE.

- b) *Release of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE releases CITY from any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising prior to, during, and after the term of this LEASE, and resulting from the use, keeping, storage or disposal of Hazardous Material on the Leased Land by LESSEE or its predecessors in interest, or arising out of or resulting from LESSEE's operations at the Leased Land or the operations of its predecessors in interest at the Leased Land except for those claims arising out of CITY's sole negligence or intentional misconduct. This release includes, without limitation, any and all costs incurred due to any investigation of the Leased Land or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision or by law or regulation.
- c) *Use of Hazardous Materials on the Site.*
- i) LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Land except for such Hazardous Material as is necessary to conduct LESSEE's authorized use of the Leased Land.
 - ii) Any Hazardous Material permitted on the Leased Land as provided in this paragraph, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all Environmental Laws or other laws or regulations applicable to such Hazardous Material.
 - iii) LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, ground water, sewer system or any body of water, if such material (as reasonably determined by the City, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the (a) health, welfare or safety of persons, whether located on the Leased Land or elsewhere; or (b) condition, use or enjoyment of the Leased Land or any other area or personal property.
 - iv) LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept or brought on the Leased Land by LESSEE, its authorized representatives and invitees, and LESSEE shall give immediate notice to CITY of any violation or potential violation of the provisions of this subparagraph.
- d) *Indemnification of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE shall defend, indemnify and hold CITY harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- i) The presence, disposal, release or threatened release of any such Hazardous Material which is on or from the Leased Land, soil, water, ground water, vegetation, buildings, personal property, persons, animals or otherwise;
 - ii) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material or any use of the Leased Land;
 - iii) Any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material or any use of the Leased Land; and/or
 - iv) Any violation of any laws applicable thereto; provided, however, that this Article 17.1(d) shall apply only if the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (1) occur prior to or during the term of this LEASE; and (2) arise in whole or in part from the use of, operations on, or activities on the Leased Land by LESSEE or LESSEE's predecessors in interest, employees, agents, invitees, contractors, subcontractors, authorized representatives, subtenants or any other persons. The provisions of this subparagraph shall be in addition to any other obligations and liabilities LESSEE may have to CITY at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this LEASE.
- e) *Operator.* For all purposes, LESSEE shall be deemed the operator of any facility on the Leased Land.
- f) *Hazardous Material Defined.* As used in this LEASE, Hazardous Material is any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any Environmental Law. Hazardous Material includes any and all material or substances which are defined as industrial waste hazardous waste, extremely hazardous waste or a hazardous substance under any Environmental Law. Notwithstanding any statutory petroleum exclusion, for the purposes of this LEASE, the term Hazardous Material includes, without limitation, petroleum, including crude oil or any fraction thereof, petroleum soaked absorbent material and other petroleum wastes.
- g) *Environmental Law Defined.* As used in this LEASE, Environmental Laws include any and all local, state and federal ordinances, statutes, and regulations, as now in force or as may be amended from time to time, relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same. Environmental Laws include, by way of example and not as a limitation of the generality of the foregoing, Alaska Statutes Title 46, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Water Act, and the Superfund Amendments and Reauthorization Act of 1986.

17.2 Permits and Reporting.

- a) *Permits Required by Other Governmental Agencies.* LESSEE shall obtain all permits or approvals required by any applicable law or regulation. Copies of all such permits shall be provided to CITY prior to LESSEE commencing work under this LEASE. LESSEE shall promptly make all reports to any federal, state or local government or agency required by any permit or Environmental Law, including reports of any spill or discharge of Hazardous Material. The CITY, through the City Manager, may order LESSEE to immediately cease any operations or activities on the Leased Land if the same is being carried out without necessary permits, in violation of the terms of any permit or Environmental Law, or contrary to this LEASE.
- b) *Correspondence With and Reports to Environmental Agencies.* LESSEE shall immediately provide CITY with copies of all correspondence and notice, including copies, of all reports between LESSEE and any state, federal or local government or agency regulating Hazardous Material which relates to LESSEE's operations on or use of the Leased Land.

ARTICLE 18 – ESTOPPEL CERTIFICATES

Either party shall at any time and from time to time upon not less than ten (10) days prior written request by the other party, execute, acknowledge, and deliver to such party, or to its designee, a statement in writing certifying that this LEASE is un-amended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

ARTICLE 19 – CONDITIONS AND COVENANTS

All the provisions of this LEASE shall be construed to be "conditions" as well as "covenants," as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

ARTICLE 20 – NO WAIVER OF BREACH

No failure by CITY to insist upon the strict performance by the other of any term, covenant or condition of this LEASE or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this LEASE, but each and every term, covenant and condition of this LEASE shall continue in full force and effect with respect to any other then existing or subsequent breach.

ARTICLE 21 – COMPUTATION OF TIME

The time in which any act provided by this LEASE is to be done by shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded.

ARTICLE 22 – SUCCESSORS IN INTEREST

Each and all of the terms, covenants and conditions in this LEASE shall inure to the benefit of and shall be binding upon the successors in interest of CITY and LESSEE.

ARTICLE 23 – ENTIRE AGREEMENT

This LEASE contains the entire agreement of the parties with respect to the matters covered by this LEASE, and no other agreement, statement or promise made by any party which is not contained in this LEASE shall be binding or valid.

ARTICLE 24 – GOVERNING LAW

This LEASE shall be governed by, construed and enforced in accordance with the laws of the State of Alaska and the City of Bethel. The terms of this LEASE are subject in all respects to the Code of Ordinances of CITY in effect on the date of this LEASE, and as they may be hereafter amended. Venue for any dispute related to this Lease shall lie exclusively with the courts for the Fourth Judicial District for the State of Alaska, at Bethel, Alaska.

ARTICLE 25 – PARTIAL INVALIDITY

If any provision of this LEASE is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE 26 – RELATIONSHIP OF PARTIES

Nothing contained in this LEASE shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between CITY and LESSEE; and neither the method of computation of rent, nor any other provisions contained in this LEASE nor any acts of the parties, shall be deemed to create any relationship between CITY and LESSEE other than the relationship of lessee and lessor.

ARTICLE 27 – INTERPRETATION

The language in all parts of this LEASE shall in all cases be simply construed according to its fair meaning and not for or against CITY or LESSEE as both CITY and LESSEE have had the opportunity to seek assistance of counsel in drafting and reviewing this LEASE.

ARTICLE 28 – CAPTIONS

Captions of the articles, paragraphs and subparagraphs of this LEASE are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this LEASE.

ARTICLE 29 – AMENDMENT

This LEASE is not subject to amendment except in writing executed by both parties hereto.

ARTICLE 30 – NOTICES

All notices, demands or requests from one party to another shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the addresses stated in this Article and to such other persons and addresses as either party may designate.

Notice by mail shall be deemed to have been given at the time of mailing.

All notices, demands and requests from LESSEE to CITY shall be given to CITY at the following address:

City Manager
CITY OF BETHEL
Post Office Box 1388
Bethel, Alaska 99559

All notices, demands or requests from CITY to LESSEE shall be given to LESSEE at the following address:

[INSERT NAME]
LOWER KUSKOKWIM SCHOOL DISTRICT
PO Box
Bethel, AK 99559

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this Article.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates herein set forth.

CITY:

LESSEE:

CITY OF BETHEL

LOWER KUSKOKWIM SCHOOL DISTRICT

By: _____

By: _____

Its: CITY MANAGER

Its: _____

Date: _____

Date: _____

Bethel City Council

Office of the Mayor

Mayor's Report



Governor Sean Parnell
STATE OF ALASKA

March 4, 2013

The Honorable Joseph A. Klejka, MD
Mayor
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Dear Mayor Klejka,

My staff and I enjoyed the opportunity to visit Bethel recently to meet with you and your staff. I appreciated our discussions on the City's legislative priorities and the armory.

Should you wish to follow up on our discussion further, my Senior Advisor for Rural Affairs, John Moller, would be pleased to hear from you. He can be reached at 907-465-3500.

Sandy and I wish you and your staff continued good health, success, and happiness.

Best regards,

A handwritten signature in cursive script that reads "Sean Parnell".

Sean Parnell
Governor

United States Senate

WASHINGTON, DC 20510

March 6, 2013

Ms. Lori Strickler
City Clerk
City of Bethel
PO Box 1388
Bethel, AK 99559-1388

Dear Ms. Strickler:

Thank you for contacting me about the City of Bethel's concerns with the Food and Drug Administration's (FDA) draft Environmental Assessment (EA) and preliminary Finding of No Significant Impact (FONSI) concerning genetically engineered salmon, or what I call Frankenfish.

Like you, I have many serious concerns when it comes to Frankenfish. Alaska fishermen in 2012 harvested 124 million wild salmon worth more than \$500 million to fishermen. Many rural Alaska communities depend largely on harvest of wild salmon production to support local economies and subsistence needs. Alaska has the top fisheries in the world, and since I took office in 2009 I have been working hard for Alaska's fisheries and have led the fight against Frankenfish.

I already introduced two pieces of legislation to halt the approval of Frankenfish. The first bill would make it illegal to produce, sell or ship genetically engineered (GE) salmon in the United States unless the National Oceanic and Atmospheric Administration (NOAA) finds it would have no significant impact. I am the lead sponsor of the bill, called the *Prevention of Escapement of Genetically Altered Salmon in the United States* (PEGASUS).

My second bill would require any GE salmon product to be labeled as genetically engineered, a proposal the FDA has rebuffed. Concerns about Frankenfish are growing, along with demands from Americans to know what is on their dinner plates. I will continue to work hard to protect Alaska fishermen and the seafood industry across our state.

I sent a letter to the commissioner of the FDA, Dr. Margaret Hamburg, requesting a 60-day extension to the public comment period for the FDA's EA and

Ms. Strickler
March 6, 2013
Page 2

preliminary FONSI. The FDA should not be making decisions on marine fisheries, and the public deserves a chance to let the FDA know their concerns with Frankenfish. Six other senators joined me in signing the letter, and I am working on a more comprehensive letter to record congressional concerns with Frankenfish on the record.

The FDA recently announced an extension of 60 days for the comment period on the draft EA. I encourage you and any Alaskan to express their thoughts and concerns about Frankenfish with the FDA, you can do so online at: <https://www.federalregister.gov/articles/2012/12/26/2012-31118/draft-environmental-assessment-and-preliminary-finding-of-no-significant-impact-concerning-a>.

The support of Alaskans and Alaskan communities, such as Bethel, is important as I make the case with other Senators about the dangers of Frankenfish.

Thanks again for writing. If you have any concerns on this or any other matter, please feel free to stay in touch.

Sincerely,



Mark Begich
United States Senator

Bethel City Council

Office of the City Manager

Manager's Report

Bethel City Council

Office of the City Manager

Manager's Report

CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-1373
Fax: 907-543-1394



March 19, 2013

From: Lee M. Foley, City Manager

To: Bethel City Council

-

Info: Lori Strickler, City Clerk

Subj: City Manager's Report

Listed below are some of the action items and activities that I've been working on, and involved in, for the period March 5-19, 2013

CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

Projects:

- **YK Aquatic Center** - Regular weekly teleconference meetings between the Project Management Team and City Administration are held each Friday at 9:00 a.m. The following items are germane:
 1. The pile and soil inspector from Dowl arrived in Bethel on March 14. 188 points needed to be inspected for the soil survey. 150 were completed by March 18 and the remaining 38 survey samples should be completed prior to March 22.
 2. The Dowl welding inspector arrived in Bethel on March 18 entered into immediate discussions with the STG welders working with the pilings. No delays, or conflicts, are foreseen.
 3. BUC grid capacity continues to be a major concern, but discussions are ongoing and ProDev will be providing Lenny Welch with a completed package of drawings to review.
 4. Public Works has expressed some concern with pool draining and maintenance procedures. ProDev's pool consultant, Cory Willis, is working directly with Bill Arnold to address the issues.
 5. Mike Nevenzel was hired by ProDev to be the "boots on the ground" manager for day-to-day operations in Bethel. When he has a need to be away from Bethel, ProDev's Doug Cobb will fill in for him. We've got Mike transportation and lodging per the management contract and he is actively engaged with the contractor and the Administration on a daily basis. He also participates in the

March 19, 2013

weekly City of Bethel/ProDev teleconference each Friday morning at 9:00a.m. along with myself and the City Attorney.

6. The Administration is looking to have some form of fencing placed around the project to help prevent snow machine accidents and dog sled hang-ups.

Personnel:

- The Landfill Manager, Sonny Venes, will be retiring at the end of March. The Administration has been conducting interviews to fill this position and hope to have a replacement selected by March 22.
- The Executive Assistant to the City Manager has tendered her resignation and applications are being accepted for the position. The person filling this role also functions as the Human Resources Assistant to the City Manager in his dual role as Personnel Director.

Miscellaneous:

- **Old Armory Building** – In an email to Council on March 19, I offered as an option that Council consider allowing LKSD to purchase the land footprint underneath the building and parking lot. This would preclude current and future City concern for demolition with its attendant HAZMAT factors, let LKSD move forward with student gym usage, allow the Guard to divest themselves of the actual building without any obligation to the City, and provide a venue (LKSD) for the Roller Derby Divas and Adult Basketball League to approach LKSD concerning use of the gym for their sporting events.
- **Annual City Budget** – The Administration has completed drafting the proposed annual operating budget for FY 2014 and will be presenting the document to Council at the March 26 meeting. The draft budget, in its submitted form, is balanced with a modest surplus. Of note in the budget is a request for two (2) additional police officers and reinstating the Recycle Center. A separate, but applicable, Action Memorandum (AM) is included on the agenda proposing four (4) budget review meeting dates, and two (2) alternative dates, for Council consideration.

Thank you.

Bethel City Council

Office of the City Clerk

Clerk's Report



City of Bethel, Alaska

City Clerk's Office

To: City Council
From: Lori Strickler
Subject: Clerk's Report

Upcoming Council Events:

April 8th at 6:00pm Nuisance Abatement Hearing
April 9th Regular City Council Meeting
April 11th Joint Task Force Meeting

Projects

Records Retention modifications are being submitted to the Clerk's Office from various departments. We are in the process of reviewing the changes from each department and making changes to the Retention Schedule which will be presented to Council at a future meeting.

City Attorney Burley provided modifications to Chapter 1 of the Bethel Municipal Code. I am reviewing the modifications and providing feedback prior to the document being provided to Council.

Establishing an electronic filing system for all of the cemetery records.

Establishing a Quasi Judicial Proceeding procedure for Council and Commissions which will be provided to the Attorney for final review.

Demolition hearing procedures as well as the packet for the hearing scheduled for April 8th.

Website training to City staff scheduled for April 1st.



The City of Bethel currently has vacancies on the following Committees & Commissions.

Port Commission (1 Commission Vacancy 2 Alternate Vacancies)

1 one year term

Public Works Committee (2 Alternates Vacancies)

1 two year term

Energy Committee (2 Committee Vacancies 2 Alternate Vacancies)

1 two year term

Finance Committee (2 Alternate Vacancies)

Planning Commission (1 Commission Vacancy and 2 Alternate Vacancies)

1 two year term ending 2014

The City of Bethel is committed to citizen involvement in local government to develop programs and services, which provide efficient and positive benefits for residents, workers and visitors. The City has established committees which are advisory in nature and commissions which are quasi-judicial. Qualifications to serve vary with the committees and commissions, but the most important qualifications are interest and a willingness to serve your community.

If you are interested in offering your services to Bethel's community, by serving on a committee or commission, please pick up an application at the City Clerk's office or contact the City Clerk at 543-1384 or at lstrickler@cityofbethel.net for more information.

Bethel City Council

Executive Session

Executive Session

Bethel City Council

Additional Information

