



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

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Regular City Council Meeting

Tuesday, April 11, 2017

6:30 P.M.

Council Chambers; Bethel, Alaska



City Council Meeting Agenda Regularly Scheduled Meeting April 11, 2017 – 6:30 pm City Hall 300 State Highway, Bethel, AK City of Bethel Council Chambers

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

Byron Maczynski
Vice-Mayor
Term Expires 2018
545-8010
bmaczynski@cityofbethel.net

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

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

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

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

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

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

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

Patty Burley
City Attorney

Mary Sattler
Lobbyist

Agenda posted on April 4, 2017, at City Hall, AC Co., Swanson's, and the Post Office.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
 - a) *3-28-2017 Regular City Council Meeting
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. UNFINISHED BUSINESS**
 - a) Public Hearing Of Ordinance 17-08: Authorizing The Designation Of Property, Lot 15, USS 4117, As A Community Dog Park (Mayor Richard Robb) **p.27**
 - b) Public Hearing Of Ordinance 17-11: Amending Bethel Municipal Code Chapter 14, Ports And Harbors (Port Commission) **p.30**
 - c) Public Hearing Of Ordinance 17-12: Amending The City's Fee And Rate Schedule (City Manager Williams) **p.109**
 - d) Public Hearing Of Ordinance 17-13: Authorizing The Disposition Of Property Pursuant to BMC 4.08.030(B), Five (5) Year Lease Agreement with Department of Law (City Manager Williams) **p.120**
 - e) Public Hearing Of Ordinance 17-14: Authorizing The Acquisition Of Property Pursuant to BMC 4.08.020, Lot 6B, Block 9, Unkal'nyy Subdivision, Bethel, Alaska and authorizing settlement of Trespass Claim against same (City Manager Williams) **p.125**
 - f) Public Hearing Of Ordinance 17-15: Authorizing The Acquisition Of Property Pursuant to BMC 4.08.020, Lot 6C, Block 9, Unkal'nyy Subdivision, Bethel, Alaska and authorizing settlement of Trespass Claim against same (City Manager Williams) **p.128**
 - g) Public Hearing Of Ordinance 17-16: Authorizing The Acquisition Of Property Pursuant to BMC 4.08.020, Lot 7B, Block 8, Unkal'nyy Subdivision, Bethel, Alaska and authorizing settlement of Trespass Claim against same (City Manager Williams) **p.130**
- IX. NEW BUSINESS**
 - a) *Resolution 17-07: Amending Regulations To Effectuate A Comprehensive System For The Creation, Acquisition, Preservation and Retention Of City Information Contained In Any Record Medium (Mayor Richard Robb) **p.133**
 - b) *Resolution 17-08: In Support Of Legislation Correcting Problem Caused By Court Ruling And Returning Authority Of Municipalities To File And Enforce Liens For Non-Payment Of Services (Council Member Albertson) **p.184**
 - c) *Introduction Of Ordinance 17-17: Authorizing The Disposal of Interest In Easements/Land For Utility Acquired Through Ordinance 16-14 From The Yukon-Kuskokwim Health Corporation (City Manager Williams) **p.185**

Lori Strickler, City Clerk

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

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.

Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing April 25, 2017**)



**City Council Meeting Agenda
Regularly Scheduled Meeting
April 11, 2017 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

- d) ***Introduction Of Ordinance 17-18:** Authorizing The Disposal of Interest In Easements/Land For Utility Acquired Through Ordinance 16-32 From Kipusvik, LLC (City Manager Williams) **p.192**
- e) ***Introduction Of Ordinance 17-19:** Amending Bethel Municipal Code Section 1.02 General Provisions (Council Member Watson) **p.194**
- f) ***Introduction Of Ordinance 17-20:** Amending Bethel Municipal Code Section 17.04 General Provisions And Requirements (Council Member Welch) **p.199**
- g) ***AM 17-25:** Appointment Of Mary Nanuwak To The Public Safety and Transportation Commission As An Alternate Member (Mayor Robb) **p.211**
- h) **AM 17-26:** Direct Administration To Work With HealthFit To Establish A Corporate Membership Agreement With YK Fitness Center For City Employees (Parks/Rec. AHSC) **p.212**
- i) **AM 17-27:** Directing The City Manager To Enter Into Contracts With CH2M For Engineering Services On The Sewer Lagoon Rehabilitation Project (City Manager Williams) **p.217**
- j) **AM 17-28:** Direct Administration To Prepare And Submit The FY 2018 Grant Application To The Alaska Department Of Health And Social Services To Fund the Bethel Community Service Patrol Program (City Manager Williams) **p.305**
- k) **AM 17-29:** Providing Consent To The Planning Commission's Vacation Of Unimproved Right Of Way Located At 800 Chief Eddie Hoffman Highway, US Survey 4117, Lot 51 (Planning Commission) **p.319**
- l) **Employment Contract Negotiation/Renewal City Attorney (Mayor Robb)**

X. MAYOR'S REPORT

XI. MANAGER'S REPORTS

XII. CLERK'S REPORT

XIII. COUNCIL MEMBER COMMENTS

XIV. EXECUTIVE SESSION

- a) Annual Evaluation Of The City Attorney 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 Robb)
- b) Alaska Statutes Title 44.62.310, Matters, the Immediate Knowledge of Which Would Clearly have an Adverse Effect upon the Finances of the Public Entity - Contract Negotiations – City Attorney's Employment (Council Member Albertson)
- c) Alaska Statutes Title 44.62.310 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Union Negotiations (City Manager Williams)

XV. ADJOURNMENT

Agenda posted on April 4, 2017, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.

Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing April 25, 2017**)

Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on March 28, 2017 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
Vice-Mayor Byron Maczynski	Council Member Nikki Hoffman (Participated Telephonically)
Council Member Alisha Welch	Council Member Fred Watson
Council Member Leif Albertson	
Members Absent:	
Mayor Rick Robb	Council Member Norman Ayagalria
Also in attendance were the following:	
City Attorney Patty Burley	City Clerk Lori Strickler
Acting City Manager Howell	

Main Motion: Nominate Mayor Pro Tempore Welch.

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

Vice-Mayor Maczynski arrived at 6:32p.

IV. PEOPLE TO BE HEARD

Eileen Arnold- Spoke in opposition to the issuance of any additional package store licenses in the community.

Beverly Hoffman – Represents the YK Delta Lifesavers, provided a summary of the organization as well as the funds raised by the Organization. Requested the Council consider approving an employee discount at the YK Fitness Center.

Jeremy Osborne - Spoke in opposition to the issuance of the Package Store License for ACC Liquor Store.

Mary Nanuwak- Asked the Council why many of them are in favor of alcohol when so many people from the public have provided public comment against it. Asked the Council why there is a problem with the Committees establishing a quorum to hold meetings. Asked the Council what the issues are for the transfer of property outlined in Ordinance 17-14, 17-15 and 17-16.

Cezary Maczynski- Stated the application notices for the ACC Package Store License were confusing to the public, who will not know where the liquor store will be due to varying street addresses.
Stated the Council is responsible for the wellbeing of the community and by allowing a package store to open up in Hoffman Subdivision, it would be detrimental to the community because there are so many children who play in that area.

David E. Trantham- Stated his frustration with the City of Bethel and how the City has treated its citizens. Thanked the City of Bethel for exonerating the ATG Board members of any wrong doing.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion:	Approve the Consent and Regular Agenda.
Moved by:	Welch
Seconded by:	Albertson
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Watson
Opposed:	0
Removal from the Consent:	Remove New Business AM 17-24: Approving Administrative Leave Request For City Attorney To Attend ABC Board Hearing On April 6, 2017
Moved by:	Maczynski
Removal from Consent:	Removing Resolutions 17-05 and 17-06 from the Consent agenda.
Moved by:	Maczynski

Removal from

Consent: Introduction of Budget Ordinance 16-17 (k) from the consent.

Moved by: | Albertson

VI. APPROVAL OF THE MEETING MINUTES

Item A – 3-14-2017 Regular City Council Meeting Minutes.
Passed on the Consent Agenda

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission –
A meeting has not been held since the last meeting.

Port Commission –
Council Representative, Alisha Welch –
Approved the amended Port Chapter 14 and the Fee and Rate schedule amendments related to the Port. Provided a recommendation to approve AM 17-23 Regarding The Operations Of The Port Operations Building.

Planning Commission –
Council Representative, Nikki Hoffman –
A meeting will be held at the Log Cabin on Thursday at 6:30pm.

Parks, Recreation, Aquatic Health and Safety Center Committee –
Council Representative, Fred Watson –
Nothing to report.

Finance Committee –
Council Representative, Leif Albertson –
Nothing to report.

Energy Committee –
No one available to provide a report.

Public Works Committee –
Council Representative, Byron Maczynski –
Nothing to report.

VIII. SPECIAL ORDER OF BUSINESS

Item A – Proclamation Recognizing Bethel Volunteer Firefighters And Emergency Medical Technicians And Encouraging More People To Volunteer.

Item B – Proclaiming National Public Health Week April 3-9.

Item C – Health Fitness Monthly Report On The YK Fitness Center.

IX. UNFINISHED BUSINESS

Item A – Public Hearing of Budget Ordinance 16-17 (j): Amending The Adopted Annual FY 2017 Budget For Fire Station Repairs.

Vice-Mayor Maczynski opened the Public Hearing.

No one present to be heard.

Vice-Mayor Maczynski closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 16-17 (j).

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

Primary Amendment: Amend to insert a decrees of \$12,000 under line item 10-60-662.

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

Item B – AM 17-21: Directing The City Manager To Enter Into A Contract With The Top Proposer To Complete An Employee Classification Plan.

Main Motion: Motion to Approve AM 17-21 was made at the last meeting 3-14-2017.

Moved by:	Watson
Seconded by:	Ayagalria
Action:	Motion does not carry by a vote of 0-5
In favor:	0
Opposed:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Watson

X. NEW BUSINESS

Item A – Resolution 17-04: In Support Of Legislation To Facilitate Implementation Of An Alaska Ground Emergency Medical Transport Supplemental Reimbursement Program In Alaska.

Passed on the Consent Agenda

Item B – Resolution 17-05: Protesting The Issuance Of A Package Store License To ACC Liquor Store.

Vice-Mayor Maczynski declared a conflict of interest because his father is applying for a Package Store License with the State of Alaska.

Mayor Pro Tempore Welch ruled Vice-Mayor Maczynski does have a conflict of interest.

Vice-Mayor Maczynski removed himself from the Council Desk.

Main Motion: Adopt Resolution 17-05.

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

Jeff Cichosz, Director of AC Operations provided a written statement to the Council.

Item C – Resolution 17-06: Protesting The Issuance of Package Store Tundra Liquor Cache, Package Store License.

Main Motion: Adopt Resolution 17-06.

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

Steve Chung, applicant provided a statement to the City Council regarding his application.

Vice Mayor Maczynski returned to the Council desk.

Item D – Introduction Of Ordinance 17-11: Amending Bethel Municipal Code Chapter 14, Ports And Harbors.

Passed on the Consent Agenda

Item E – Introduction Of Ordinance 17-12: Amending The City’s Fee And Rate Schedule.

Passed on the Consent Agenda

Item F – Introduction Of Ordinance 17-13: Authorizing The Disposition Of Property Pursuant to BMC 4.08.030(B), Five (5) Year Lease Agreement with Department of Law.

Passed on the Consent Agenda

Item G – Introduction Of Ordinance 17-14: Authorizing The Acquisition Of Property Pursuant to BMC 4.08.020, Lot 6B, Block 9, Unkal'nyy Subdivision, Bethel, Alaska and authorizing settlement of Trespass Claim against same.

Passed on the Consent Agenda

Item H – Introduction Of Ordinance 17-15: Authorizing The Acquisition Of Property Pursuant to BMC 4.08.020, Lot 6C, Block 9, Unkal'nyy Subdivision, Bethel, Alaska and authorizing settlement of Trespass Claim against same.

Passed on the Consent Agenda

Item I – Introduction Of Ordinance 17-16: Authorizing The Acquisition Of Property Pursuant to BMC 4.08.020, Lot 7B, Block 8, Unkal'nyy Subdivision, Bethel, Alaska and authorizing settlement of Trespass Claim against same.

Passed on the Consent Agenda

Item J – Introduction Of Budget Ordinance 16-17 (k): Amending The Adopted FY 2017 Budget To Account For Contract With Growth Company.

No one made a motion to introduce.

Item K – AM 17-23: Directing the City Manager To Enter Into A Contract For Construction Of The Port Operation’s Building.

Main Motion: Approve AM 17-23.

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

Item L – AM 17-24: Approving Administrative Leave Request For City Attorney To Attend ABC Board Hearing On April 6, 2017.

Main Motion: Approve AM 17-24.

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

Main Motion: Approve authorization for Council Member Albertson to represent the City at the Alcohol Beverage Control Board Meeting.

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

Item M – Personal Leave Request City Attorney May 15-24.

Passed on the consent agenda.

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

Vice-Mayor Byron Maczynski –

Council Member Leif Albertson –
Happy Spring.

Expressed happiness that the Port Building came in under the estimated budget. Also pleased to see the City moving in the right direction, feeling optimistic in the future.

Council Member Nikki Hoffman –
Thanked all of the Council Members for all of their hard work.
Welcomed her son Nicholas into the world.

Council Member Alisha Welch –
Thanked all of the volunteers that came to the meeting and the Public Health Nurse Representatives as well as Mr. Trantham and Ms. Nanuwak for their attending the meetings.

Council Member Fred Watson –
 Thanked all the members of the public for their statement of support and opposition of the liquor license issue. It is important that the Council hear from the public on these issues.

XV. EXECUTIVE SESSION

Item A – Alaska Statutes Title 44.62.310, Matters, the Immediate Knowledge of Which Would Clearly have an Adverse Effect upon the Finances of the Public Entity - Leased Properties Contract Negotiations.

Item B – 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.

Move into Executive Session Alaska Statutes Title 44.62.310, Matters, the Immediate Knowledge of Which Would Clearly have an Adverse Effect upon the Finances of the Public Entity - Leased Properties Contract Negotiations.
 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.
 Those participating in Item A will the Council, City Manager, City Attorney and City Clerk, for Item B it will be Council and the City Clerk.

Main Motion:

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

Main Motion: Motion to increase the City Clerk’s base salary by 3%.

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

XVI. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Welch
Seconded by:	Albertson

Action: | Motion carries by a vote of 5-0
In favor: | Maczynski Albertson Hoffman Welch Watson
Opposed: | \emptyset

Council adjourned the meeting at 9:37p.

ATTEST:

Vice-Mayor, Byron Maczynski

Lori Strickler, City Clerk

Reports of Standing Committees



City of Bethel, Alaska

Parks, Recreation, Aquatic, Health & Safety Center Committee Agenda
Regular Meeting April 10, 2017 – 6:00pm City Hall 300 State Highway

Michelle DeWitt
Committee Chair
Term Expires 12/2017

Judy Wasierski
Committee Co Chair
Term Expires 12/2018

Kathy Hanson
Committee Member
Term Expires 12/2018

Barbara Mosier
Committee Member
Term Expires 12/2018

Beverly Hoffman
Committee Member
Term Expires 12/2018

Brian Lefferts
Committee Member
Term Expires 12/2017

Kathryn Baldwin
Alternate Committee Member
Term Expires 12/2017

Justin Wintersteen
Alternate Committee Member
Term Expires 12/2019

Fred Watson
Council Rep.
Term Expires 10/2017

Stacey Reardon
YK Fitness Facility Director

Matt Ross
Parks and Recreation Rep.

Pauline Boratko
Committee Recorder

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

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

March 13, 2017

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

The meeting was called to order by Judy Wasierski at 6:10pm.

II. ROLL CALL

Comprising a quorum, the following members were present: Judy Wasierski, Barbara Mosier, Brian Lefferts, Kathryn Baldwin, Justin Wintersteen, and Fred Watson

Excused absent (s): Michelle DeWitt and Beverly Hoffman

Unexcused absent: Kathy Hanson

Also in attendance were the following:

Committee Recorder, Pauline Boratko

Parks and Recreation Representative, Matt Ross

YK Fitness Center Director, Stacey Reardon

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

MOVED BY:	Brian Lefferts	Motion to approve the agenda
SECONDED BY:	Barbara Mosier	
VOTE ON MOTION:	Unanimously approved	

V. APPROVAL OF THE MINUTES:

MOVED BY:	Brian Lefferts	Motion to approve the regular and special meeting minutes for January 9, 2017, January 26, 2017, and February 13, 2017.
SECONDED BY:	Barbara Mosier	
VOTE ON MOTION:	Unanimously approved	

VI. SPECIAL ORDER OF BUSINESS:**VII. UNFINISHED BUSINESS:**

- A. Individual to provide report to March 14 report to City Council meeting: Judy Wasierski volunteered to give the report.
- B. Unresolved Recommendations and Action Memorandums- An excel spreadsheet of all the action memorandums and recommendations was presented to the committee.
- C. Updates: Owl Park and YK-KUC Trail- No new updates given this month for the Owl Park, committee suggest that they communicate with the planning department to verify the routes of the YK-KUC trail.
- D. Log Cabin/4H Building Budget Separation:

MOVED BY:	Brian Lefferts	Motion to recommend the City to separate the Log Cabin and 4-H Center costs for the FY18 Budget.
SECONDED BY:	Barbara Mosier	
VOTE ON MOTION:	Unanimously approved	

- E. Fiscal Year 2017 Parks and Recreation Budget: no new information this month, but waiting on feedback from the Public Works Director and the Finance Director.

VIII. Parks and Recreation Department Report-Matt Ross: Matt Ross informed the committee that there has been no new renters for the Log Cabin despite their effort to advertise. One Employee John Michaels has transferred to another department leaving Matt the only employee in Parks and Recreation. Matt is currently working to get the boardwalk labeled to help the Police Department better identify where first responders are needed.

F. City of Bethel Employee Wellness Program:

MOVED BY:	Brian Lefferts	Motion that if the City does not support the plan as recommended by the Parks, Recreation, Aquatic, Health and Safety Center Committee, we would like the opportunity to hear concerns in person before the final decision is made by the City Council.
SECONDED BY:	Kathryn Baldwin	
VOTE ON MOTION:	All in favor, 5 yes 1 abstain, motion carries	

G. Balance on dedicated Pool Fund: No new information this month

H. Fiscal Year 2017 YK Fitness Center Budget: No new information this month

I. Sub Committee Reports: Water temperature reports that the water temperature has been good and community has been enjoying the temperature in the spa. Marketing-no new updates this month. Physical Facility-

MOVED BY:	Brian Lefferts	Motion to recommend the Health Fitness Center has a dedicated repair and replacement fund for the systematic replacement or renovation of capital assets having a useful life of more than two years and a repair or replacement cost of more than \$5000, and that a percentage of the Alcohol tax be dedicated to this fund, based on recommended amount needed, based on evaluation of the facility needs.
SECONDED BY:	Kathryn Baldwin	
VOTE ON MOTION:	Unanimously approved	

J. Arts at the YK Fitness Center: no new updates this month

K. YK Fitness Center Logo: a logo has not been chosen, drafts of possible logos from a professional designer was presented to the committee for input.

L. Health Fitness Operations Plan: The plan went to the City Manager in Oct of 2016, corrections are being made then it will come to the committee then to council.

IX. YK Fitness Facility Director Report- Stacey Reardon:

Stacey Reardon reports that it has been suggested to have a booth at the Camai Festival. The building issues are being addressed and to be fixed before winter. There is going to be a Kids Don't Float activity coming up for the community at the Pool.

X. New Business:

A. LKSD Migrant Education Grant: The money has not all been spent and they suggested that they use it towards an activity at the Fitness Center.

B. Board Walk Identification System: Matt Ross addressed this issue earlier in his department report

C. Parks and Recreation Department Structure: The committee discussed the merging of the Parks and Recreation Department with the Public Works Department and what is wanted for the Parks and Recreation Department to grow or to subcontract activities and to gauge public interest.

XI. MEMBER COMMENTS:

J. Wasierski- no comment

B. Mosier- no comment

F. Watson- Good to see you Brian.

J. Winterseen- no comment.

K. Baldwin- no comment.

B. Lefferts- no comment.

XII. ADJOURNMENT

MOVED BY:	Brian Lefferts	Motion to adjourn the meeting at 7:47pm
SECONDED BY:	Kathryn Baldwin	
VOTE ON MOTION:	Unanimously approved	

APPROVED THIS ___ DAY OF _____, 2017.

Pauline Boratko, Committee Recorder

Judy Wasierski, Co- Chair

DRAFT



Planning Commission Meeting Agenda
Regular Meeting Thursday, April 13, 2017– 6:30PM
CITY HALL COUNCIL CHAMBERS 300 CHIEF EDDIE HOFFMAN HIGHWAY

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2018

Lorin Bradbury
Vice-Chair
Term Expires 12/2017

John Guinn
Commission Member
Term Expires 12/2018

Nikki Hoffman
Council Rep.
Term Expires 12/2017

Cliff Linderoth
Commission Member
Term Expires 12/2017

Jon Cochrane
Commission Member
Term Expires 12/2018

Alex Wasierski
Commission Member
Term Expires 12/31/18

Shadi Rabi
Alternate Member
Term Expires 12/31/19

Ted Meyer
Ex-Officio Member

Carole Jung
Recorder

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (5 Minute Limit)
- IV. APPROVAL OF THE MINUTES FROM THE MARCH 30, 2017 SPECIAL MEETING
- V. APPROVAL OF THE AGENDA
- VI. NEW BUSINESS
 - A. PUBLIC HEARING: Applicant: Cezary J. Maczynski, dba Kusko Liquor Store is applying for a Conditional Use Permit in order to open a package liquor store. The legal description is a portion of United States Survey Number 1002. The physical address is 801 Front Street. (ACTION ITEM).
 - B. Non-plumbing sanitary systems presentation by Jody Drew, City of Bethel Energy Committee member
- VII. PLANNER’S REPORT
- VIII. COMMISSIONER’S COMMENTS
- IX. ADJOURNMENT



City of Bethel Police Dept.

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

PUBLIC NOTICE
REGULAR MEETING OF THE
PUBLIC SAFETY & TRANSPORTATION COMMISSION
Wednesday, April 5th, 2017 –6:30 p.m.
300 STATE HIGHWAY – CITY COUNCIL CHAMBERS
AGENDA

Members

Joan Dewey
Chair

Eileen Henrikson
Vice Chair

Norman Ayagalria
Council Representative

Naim Shabani

Julene Webber

Daniel Maczynski

Mary Weiss

Ex-Officio Members

Andre Achee
Chief of Police

William Howell III
Fire Chief

Christina Him
Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF March 1st, 2017
- VI. SPECIAL ITEM OF BUSINESS
 - A. Commission Training (*City Clerk, Lori Strickler*)
- VII. UNFINISHED BUSINESS
 - A. Update on the Traffic Impact Analysis of the YKHC’s hospital expansion project (*City Planner, Ted Meyer*)
 - B. GEMT (Ground Emergency Medical Transportation) Program Resolution (*Fire Chief Howell*)
- VIII. NEW BUSINESS
 - A. Public Safety Marking System for Boardwalk (*Matt Ross, Program Specialist— Building & Maintenance/Parks & Rec*)
 - B. Reinstatement of the Temporary Police Officer Program (*Council Representative Ayagalria*)
- IX. CHIEFS’ COMMENTS
 - Fire Chief
 - Police Chief
- X. TRANSPORTATION INSPECTOR’S REPORT
- XI. COUNCIL REPRESENTATIVE’S COMMENTS
- XII. COMMISSION MEMBER’S COMMENTS
- XIII. ADJOURNMENT

Christina Him, *Recorder*
POSTED on March 29th, 2017
POST OFFICE, AC QUICKSTOP, CORINA’S CASE LOT, CITY HALL, & POLICE DEPT.
Next Public Safety and Transportation Commission Meeting will be **May 3rd, 2017.**

City of Bethel, Alaska

Public Safety & Transportation Commission

March 1, 2017

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

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

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

II. ROLL CALL

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

Absent: Naim Shabani

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

III. PEOPLE TO BE HEARD

No one to be heard.

IV. APPROVAL OF AGENDA

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

V. APPROVAL OF MINUTES

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

VI. SPECIAL ITEM OF BUSINESS:

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

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

VII. UNFINISHED BUSINESS

No Unfinished Business.

VIII. NEW BUSINESS

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

Discussed, no action taken.

B. GEMT Program (Fire Chief Howell)

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

See Report in Commission Packet

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

See Report in Commission Packet

IX. CHIEFS' COMMENTS

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

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

X. TRANSPORTATION INSPECTOR'S REPORT

See report in commission packet.

XI. COUNCIL REPRESENTATIVE'S COMMENTS

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

XII. COMMISSION MEMBER COMMENTS

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

Norman Ayagalria – *No comment*

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

Daniel Maczynski – *No comment.*

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

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

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

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

XIII. ADJOURNMENT

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

Meeting adjourned at 8:43 pm.

APPROVED THIS _____ DAY OF _____, 2017.

Christina Him, Recorder

Joan Dewey, Chair

Special Order of Business

Unfinished Business

Introduced by: Mayor Richard Robb
Introduction Date: February 14, 2017
Public Hearing: February 28, 2017
Public Hearing: April 11, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-08

AN ORDINANCE AUTHORIZING THE DESIGNATION OF PROPERTY, LOT 15, USS 4117, AS A COMMUNITY DOG PARK

- WHEREAS,** Bethel Municipal Code 6.04.100 Dog Park allows the City Council to establish one or more Dog Parks
- WHEREAS,** Under Ordinance 16-02 the City of Bethel re-acquired Lot 15, USS 4117, a 10.54 acre undeveloped parcel on Chief Eddie Hoffman Highway;
- WHEREAS,** the City of Bethel recently received this land, and it is subject to being a parkland;
- WHEREAS,** the Parks, Recreation Aquatic Health and Safety Committee Recommended establishing a Dog Park at this location;
- WHEREAS,** there is a public need for Bethel's first dog park;

NOW, BE IT FURTHER ORDAINED, the City Council authorizes the designation of Lot 15, USS 4177 for the use of a Bethel Dog Park.

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

SECTION 2. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

ENACTED THIS ___ DAY OF FEBRUARY 2017, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

RESOLUTION
Bethel Planning Commission
Resolution No. 2017 – 3

**A RESOLUTION OF THE PLANNING COMMISSION APPROVING THE DESIGNATION OF
PROPERTY -- LOT 15, UNITED STATES SURVEY NUMBER 4114, IN THE BETHEL RECORDING
DISTRICT, AS A DOG PARK.**

WHEREAS, Bethel Municipal Code (BMC) Section 6.04.100 Dog Park allows the City Council to establish one or more dog parks; and

WHEREAS, Under City Council Ordinance 16-02, the City of Bethel re-acquired Lot 15, USS 4117, a 10.54-acre undeveloped parcel on Chief Eddie Hoffman Highway; and

WHEREAS, The City of Bethel recently received this land and it is subject to being a parkland; and

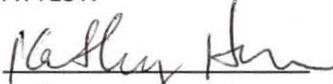
WHEREAS, The Parks, Recreation, Aquatic, Health and Safety Committee recommend establishing a Dog Park at this location; and

NOW THEREFORE BE IT RESOLVED that the **PLANNING COMMISSION** has reviewed the Resolution Number 2017-3 and recommends approval of the Lot 15, USS 4117, to be designated a Dog Park.

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this 30th day of March 2017 by the City of Bethel City Planning Commission Action:

Vote: In Favor: 6 Opposed: 0 Abstained: 0

ATTEST:


Kathy Hanson, Chairman


Betsy Jumper, Recorder

Bethel Recording District:
After recording please return to:
City of Bethel Planning Department
PO Box 1388
Bethel, Alaska 99559

Introduced by: Port Commission
Introduction Date: March 28, 2017
Public Hearing: April 11, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-11

**AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE
CHAPTER 14 – HARBORS AND PORTS**

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

SECTION 2. Amendments. Bethel Municipal Code Chapter 14 – Harbors and Ports, is amended as follows (old language is stricken, new language is underlined):

**Chapter 14.02
GENERAL PROVISIONS**

Sections:

- ~~14.02.000~~ Title.
- ~~14.02.005~~ Purpose.
- ~~14.02.010~~ Equality.
- ~~14.02.015~~ State and federal law.
- ~~14.02.020~~ Definitions.
- ~~14.02.030~~ Port director.
- ~~14.02.040~~ Regulations.
- ~~14.02.050~~ Establishment of rates, charges and tariffs.
- ~~14.02.055~~ Payments.
- ~~14.02.060~~ Administrative inspection.
- ~~14.02.070~~ Facility damage.
- ~~14.02.080~~ Reporting injury or damage.
- ~~14.02.085~~ Expenses of corrective action.
- ~~14.02.086~~ Penalty for noncompliance.
- ~~14.02.090~~ City not responsible for loss or damage.
- ~~14.02.095~~ Revenues.
- ~~14.02.100~~ Disposition of watercraft and property.

~~14.02.000~~ Title:

~~This title shall constitute the "Port of Bethel Facilities Code" of the city of Bethel, Alaska, hereafter referred to as city and may be cited as such.~~

~~14.02.005~~ Purpose:

~~The purpose of this title is to protect and preserve the lives, health, safety, and well-being of the people of the city who have property in, use or work upon boats using the city's port facilities, or who make sales and deliveries of goods, merchandise and services to boats therein, or who use these facilities in the course of visits for commercial or pleasure purposes; to protect the property of such boat owners by~~

~~regulating the port and its facilities to deter nuisances, fire, and health hazards; to make reasonable charges for the use of certain facilities to enable the city, insofar as possible, to pay the cost of maintenance, operation and supervision of the city's port facilities from the revenue derived therefrom; all provisions of this title are to be liberally construed to promote the general welfare; and to allow the port facilities to operate upon a nonprofit basis.~~

~~14.02.010 Equality.~~

~~The city port facilities will be available on an equal basis regardless of race, color, sex, creed or national origin~~

~~14.02.015 State and federal law.~~

~~This title shall not be construed to contravene any applicable state or federal law or regulation.~~

~~14.02.020 Definitions.~~

~~As used in this title:~~

~~A. "City" means the city of Bethel.~~

~~B. "Beam" means the greatest overall width of a vessel.~~

~~C. "Boat owner" means the actual or registered owner, charterer, master, agent or the person in navigational control or person responsible for the operation of the boat.~~

~~D. "Delinquent list" means 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.~~

~~E. "Derelict" means 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.~~

~~F. "Dockage" means a charge made for vessels at wharves or moored on city property.~~

~~G. "Floating docks/floats" means docks/floats equipped with or without gangways that are secured to the seawall or appurtenant to it for the use of small vessels.~~

~~H. "Handling" means the service accorded to cargo movement to or from a vessel.~~

~~I. "LOA" means the overall length of a watercraft measured from the most forward point at the stem to the aftermost part of the stern of the watercraft, to include the motor.~~

~~J. "Local boats" means watercraft operating out of the port and whose owners or operators are residents of Bethel.~~

~~K. "Mooring" means 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.~~

~~L. "Motor vehicle" means a vehicle which is self-propelled except a vehicle moved by human or animal power.~~

~~M. "Person" means an individual, firm, association, organization, partnership, business trust, corporation, company or any other business entity.~~

N. "Port director" means the director of the port or the port director's designee.

O. "Port facilities" means all docks, floats, berths, wharfs, seawalls, and other landing, launching, mooring, cargo or other facilities located within the port of Bethel.

P. "Port of Bethel" or "port" means 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.

Q. "Small vessel" means boats or other crafts, less than thirty two (32) feet LOA including but not limited to motor boats, steam ships, floatplanes, 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.

R. "Seawall" means the bulkhead constructed of pipe piling, or other material along the waterfront of Bethel.

S. "Transient watercraft" means 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.

T. "Vessel" means ships or crafts of all types, in excess of thirty two (32) feet LOA (length overall), including but not limited to: motor ships, steam ships, canal boats, tugs, barges, sailing vessel, motor boats, and every structure adapted to be navigated from place to place for the transportation of property and persons by any means.

U. "Wharf" means and includes every pier, bulkhead, dock, seawall, landing, float, grid iron, 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.

V. "Wharfage demurrage" means the charge made against any cargo and commodities left on city premises beyond the time specified in Rule 200 of the Port of Bethel Terminal Tariff.

W. "Terminal charges" means the charges included in the current Port of Bethel Tariff as filed with the Federal Maritime Commission. "Terminal charges" includes only charges for facilities, goods, or services provided by the city.

X. "Watercraft" or "boat" means any vessel or small vessel including but not limited to houseboats, floatplanes, 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.

Y. "Small boat harbor" or "harbor" means that area so designated as the Bethel small boat harbor.

Z. "Loading area" means that area designated by the port director for the purpose of loading and unloading small items into a boat for noncommercial purposes and is not subject to wharfage charges.

AA. "Launching area" means that area designated by the port director for the purpose of launching and retrieving boats.

~~BA. "Parking area" means that area designated and posted by the port director for the purpose of parking motor vehicles and boat trailers.~~

~~CA. "Tariff 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 BMC [14.02.070](#), [14.02.085](#) or [14.08.030](#)(G).~~

~~14.02.030 Port director.~~

~~A. The city manager shall appoint the port director.~~

~~B. The port director shall:~~

~~1. Be the chief administrator of the port under the supervision of the city manager;~~

~~2. Perform the duties imposed by state or federal law upon harbor masters, port directors, and administrative directors of harbors and ports;~~

~~3. Regulate and allocate the use of port facilities;~~

~~4. Remove, or cause to be removed to a place of safety, any motor vehicle found parked within the port in violation of this title, or in such a manner as to create a significant danger to the safety of persons or property;~~

~~5. Take corrective action if a watercraft or person fails to comply with the provisions of this chapter, an order of the port director, or a rule or regulation promulgated pursuant to this title by rendering such performance himself.~~

~~C. Port Director—Subordinates. Whenever a power is granted to, or a duty is imposed upon the port director, that power may be exercised or the duty may be performed by any duly authorized representative or such other person as the port director may designate for the enforcement of this title.~~

~~D. The port director shall enforce the provisions of this title and shall enlist the aid of any duly authorized police officer of the city to take appropriate action for violation of the provisions of this title.~~

~~E. Port Director—Refusal to Obey. No person shall intentionally fail or refuse to comply with a lawful order of the port director in any matter pertaining to the operation of the port or its facilities.~~

~~14.02.040 Regulations.~~

~~All operations within the port including, but not limited to, the seawall, petro port, cargo dock, and small boat harbor, if not provided for specifically by ordinance, shall be conducted in accordance with~~

~~14.02.050 Establishment of rates, charges and tariffs.~~

~~A. The port commission, subject to approval by the city council, shall establish the rates, charges and fees to be charged for the use of any and all port facilities including, but not limited to, charges assessed against watercraft, their owners, agents or operators which load or discharge cargo at any of the terminals within the area under the commission's jurisdiction; charges for dockage while loading or discharging cargo; charges for administrative expenses in serving the carrier; charges for freight handling operations; and wharfage, handling, loading, unloading, wharf demurrage rates,~~

Introduced by: Port Commission
Introduction Date: March 28, 2017
Public Hearing: April 11, 2017
Action:
Vote:

~~storage rates, fuel thru-put fees, mooring to the seawall, small boat harbor, derelicts, delinquent accounts, and use of adjacent property.~~

~~B. Such rates, charges and classifications shall be just, reasonable and nondiscriminatory and shall be established after a public hearing conducted by the port commission. Notice specifying the time and place of such hearing shall be given by at least one (1) publication at least fifteen (15) days before the hearing in a newspaper of general circulation in the city.~~

~~C. At the hearing, interested parties may make such arguments before the port commission, whether in person or by attorney, as they consider proper, addressing matters at issue, and thereafter the port commission shall prepare a schedule of rates to be submitted to the council at its next regular meeting.~~

~~D. The council may adopt the commission's proposed schedule of rates by ordinance but the date upon which the rates established or regulated go into effect may not be less than ten (10) days after passage and approval by the council.~~

~~E. Terminal tariffs~~

14.02.055 Payments.

~~A. Tariff charges are due prior to commence of service from, or use of, the port facilities. When the port director determines that the exact amount of the tariff charges cannot be ascertained prior to the commencement of service or use, the director may accept a deposit of an estimated amount of the tariff charges which amount will be applied to the total tariff charges when the exact amount of such charges is determined.~~

~~B. A user of the port's facilities may request from the port director a waiver from the requirement to pay for service or use in advance. If the port director determines that it is in the port's interest to grant the waiver, the director will require the user to make a deposit instead of advance payment. The amount of the deposit shall not be less than seventy five (75) percent of the amount expected to be due nor more than one hundred twenty five (125) percent of the amount expected to be due. Upon completion of the service, the director will provide the user with an invoice stating the exact amount due. Payment of the invoice is due thirty (30) days after it is mailed, delivered or faxed to the user. In the event the user does not pay an invoice when due, the port director will apply the deposit to the unpaid invoice. In the event the deposit exceeds the amount due, the director will apply the deposit to the invoice and send the user a check for the amount on deposit, which is in excess of the amount due.~~

~~C. All tariff charges are due and payable in United States currency. Failure to pay invoices when due shall place the watercraft, its owners or agents or the user of the port facilities upon a delinquent list. A watercraft whose owner or agents have been placed on the delinquent list shall not be allowed to utilize the port facilities until all past due balances and late charges have been paid in full. When a watercraft has been placed on the delinquent list, the past due balance shall accrue a late charge at the rate of one and one half (1 1/2) percent per month on the unpaid balance.~~

14.02.060 Administrative inspection.

~~A. The port director may make a warrantless inspection of any watercraft for the purpose of determining whether it poses a threat to the health, safety or welfare of the public or port facilities. The port director may take such other action as necessary to prevent an immediate and substantial danger to the public health, safety or welfare.~~

~~B. The port director may make a warrantless inspection of any common carrier utilizing port facilities to ascertain the kind, quality, and quantity of cargo aboard. Utilization of the port facility shall constitute consent for such inspection.~~

~~C. Except as specified in subsections A and B of this section, the port director shall apply to the trial courts of the state for an inspection warrant. The application shall identify the vessel to be inspected, the authority to make the inspection, the nature and the extent of the inspection, and those facts or circumstances which demonstrate the valid public purpose and the effect and force of this title sufficient to justify such inspection. Inspections to ensure that proper terminal tariffs or other charges are assessed and paid shall be sufficient justification for such warrant.~~

~~D. No person shall refuse~~

14.02.070 Facility damage.

~~Any person who damages a port facility or any property owned by the port shall be strictly liable to the city, without regard for fault or negligence, for all damages including, but not limited to, costs incurred in repairing or replacing damaged property, administrative overhead, and collection costs~~

14.02.080 Reporting injury or damage.

~~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.~~

14.02.085 Expenses of corrective action.

~~A. If a person or watercraft fails to comply with the duties specified by this chapter, and this failure requires the port director to take corrective action as permitted by this title or regulations promulgated under it, the person and the watercraft that employs that person shall be responsible for the expenses incurred by the port director in the enforcement of this title or regulations promulgated under it.~~

~~B. If the port director has to assume possession or control of a watercraft or other property pursuant to this title, then such possession or control may be maintained until all expenses, including attorneys fees, storage fees, custodial fees and any other cost or fee, incurred by the port director in taking or maintaining possession or control of the watercraft or other property are paid. All persons and watercraft that owe fees or expenses under this section shall be denied use of the port facilities until such fees are paid.~~

~~14.02.086 Penalty for noncompliance.~~

~~A. Failure to comply with the provisions of this title shall subject the offender to a penalty not to exceed three hundred dollars (\$300). Each day of continuing noncompliance shall constitute a separate violation for purposes of this penalty. The city may seek injunctive relief in order to restrain noncompliance with provisions of this title or regulations promulgated under it.~~

~~B. Notwithstanding the availability of any other remedy, the city or any aggrieved person may bring a civil action to enjoin any violation of this title or to obtain damages for any injury the plaintiff suffered as a result of the violation~~

~~14.02.090 City not responsible for loss or damage.~~

~~The city shall not be responsible for loss or damage from fire or other casualty, theft, vandalism, or any other cause of injury to vessels or property moored or located within the port~~

~~14.02.095 Revenues.~~

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

~~14.02.100 Disposition of watercraft and property.~~

~~Any watercraft or other personal property that is abandoned, derelict or a public nuisance, or for which tariff charges are past due more than thirty (30) days may be disposed of as provided in this section.~~

~~A. The port director will post a written notice on the watercraft and send a duplicate by registered or certified mail to the registered owner of the watercraft at the registered owner's last known address and to all known lien holders. The notice must contain a brief description of the vessel, a statement of the amount owed to the city by the watercraft and its owner, the watercraft's location, and the intended disposition of the vessel, including the date, place and manner of the intended disposition if not redeemed within thirty (30) days after the mailing of the notice. The notice shall also inform the owner that the watercraft can be redeemed if payment of all amounts due the city is made prior to disposition of the watercraft. A notice need not be sent to a purported owner or any other person whose interest in the vessel is not recorded with a state department or federal agency. The director shall also cause the notice to be published in a newspaper of general circulation at least one (1) week prior to sale or other disposition.~~

~~B. If the watercraft is not redeemed within thirty (30) days after the mailing of the notice, the watercraft may be disposed of by public auction, through oral tenders or by sealed bids or negotiation. If the port director is unable to dispose of the watercraft~~

through any of the means described in this subsection, the watercraft may be disposed of as junk, donated to a governmental agency or local nonprofit agency, or destroyed.

Chapter 14.03
PORT COMMISSION

Sections:

[14.03.010](#)—Composition, term of office and procedures.

[14.03.020](#)—Duties.

[14.03.030](#)—Vacancies.

[14.03.040](#)—Administrative support.

~~14.03.010~~ Composition, term of office and procedures:

A. The port commission shall consist of seven (7) members who shall be residents of the city and shall be appointed by the mayor subject to confirmation by the city council. One (1) of the seven (7) members shall be a city councilmember. Initial appointments to the port commission shall be for staggered terms with two (2) members appointed for a one (1) year term, three (3) members appointed for a two (2) year term and two (2) members appointed for a three (3) year term. All appointments after the initial appointments shall be for three (3) year terms except where an interim appointment is necessary to complete the term of a commissioner who resigns, dies, or is otherwise removed from office. In the event of vacancies, the mayor, subject to confirmation by the city council, shall make appointments to fill the vacant positions. A chairperson shall be elected by the commission and shall serve in this capacity for a one (1) year term. Commissioners can be removed from office for cause only. The city shall supply staff support for the commission.

B. The commission shall use Robert's Rules of Order. Regular meetings of the commission will be at least quarterly. Special meetings may be called at the discretion of the chairperson or by two (2) members of the commission. All meetings of the commission shall be open to the public.

C. A majority of the commission shall constitute a quorum for the transaction of business. Four (4) affirmative votes shall be necessary to carry any question.

D. An agenda of meetings shall be prepared and published according to established rules of the city council.

E. Permanent records, or minutes, shall be kept, for all meetings held. All resolutions and minutes of the port commission or a similar report shall be presented to the city council by a member of the council appointed to serve on the commission, or in his absence, by the city manager. The minutes shall be properly filed in the office of the city clerk and shall be open to inspection by the public.

F. Alternate Members. The mayor shall appoint up to two (2) additional members to serve as alternate members, subject to confirmation by the council. An alternate member will be activated as a voting member whenever there is an absence or conflict of interest of another member. At all other times the alternate member shall be an ex officio member.

14.03.020 Duties.

The port commission shall:

~~A. Regulate the operation of the port facilities by promulgating a terminal tariff and rates, charges, rent, fee schedules, rules, and regulations applicable at the port and subject to the approval of the city council and the Federal Maritime Commission if applicable;~~

~~B. Advise the city council with respect to the port facilities concerning the acquisition, ownership, exchange, transfer, lease, rent, conveyance, or disposal, and use of real or personal property and interest therein;~~

~~C. Review contracts prior to execution and monitor and periodically report to the city council concerning the status of all contracts executed with respect to the port facilities;~~

~~D. Advise the city council with respect to the construction, improvement, alteration, or repair of port facilities;~~

~~E. Assist the city council in developing ways and means whereby the city may encourage and permit the development of port facilities by private and public developers and builders;~~

~~F. Hear appeals resulting from actions of the port director and take action on matters referred to the commission by the port director or city council;~~

~~G. Periodically review the budget, capital improvement programs, funding of port facilities and systems and report its findings to the city council;~~

~~H. Perform other such duties as the city council may refer to it from time to time;~~

~~I. Do other such acts as are necessary and proper for the performance of the duties and functions set forth in this title;~~

~~J. The port commission may, at its discretion, hold formal public hearings on any question which may come before it;~~

~~K. The city council shall be the board of appeals for all port commission action.~~

14.03.030 Vacancies.

~~A vacancy shall be declared by the commission and filled as provided when a member:~~

~~A. Fails to qualify and take his office within thirty (30) days after confirmation by the city council;~~

~~B. Departs from the city with the intent to remain away for a period of one hundred twenty (120) days or more;~~

~~C. Submits a resignation to the city mayor;~~

~~D. Is physically or mentally unable to attend port commission meetings or attend to commission business;~~

~~E. Is absent from three (3) or more consecutive, regular meetings of the port commission without an excuse approved by the commission;~~

~~F. Is convicted of a felony, or misdemeanor, an element of which is a violation of the oath of office;~~

~~G. Is or becomes so directly interested in port or harbor matters in the course of their private affairs that a membership on the port commission creates a conflict or the pervasive appearance of a conflict of interest.~~

~~14.03.040 Administrative support.~~

~~The port commission shall receive full cooperation and support from the city manager including full access to any and all information concerning the port of Bethel.~~

~~**Chapter 14.04**~~
~~**CARGO DOCK/PETRO PORT**~~

Sections:

~~[14.04.040](#)—Manifest.~~

~~[14.04.050](#)—Preferred vessels.~~

~~[14.04.060](#)—Fishing from city cargo dock and petroleum dock prohibited.~~

~~[14.04.070](#)—Fine.~~

~~14.04.040 Manifest.~~

~~Masters, owners, agents or operators of vessels are required to furnish the port with complete copies of vessel manifests and bills of lading, showing names of consignees and a listing of commodities with weights of all freight loaded or discharged at the facilities of the port. 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.~~

~~14.04.050 Preferred vessels.~~

~~Common carriers shall have priority use of the cargo dock. Resupply tanker barges shall have priority use of the petroleum dock during the time of discharge or taking on fuel. However, after the fuelling operation is completed, the subject vessel no longer has priority. When more than one (1) vessel is brought up river by the river pilot together, the first (1st) vessel arriving at the pilot bar shall have first (1st) berthing with the port cargo dock.~~

~~14.04.060 Fishing from city cargo dock and petroleum dock prohibited.~~

~~Fishing from the petroleum dock and the city cargo dock is prohibited.~~

~~14.04.070 Fine.~~

~~For each violation of BMC [14.04.060](#), the city may assess a penalty in the amount of twenty five dollars (\$25). The city may assess and collect this penalty without a court appearance.~~

~~**Chapter 14.08**~~
~~**SEAWALL**~~

Sections:

~~[14.08.020](#)—Mooring.~~

~~[14.08.030](#)—Berth regulations and privileges.~~

~~[14.08.040](#)—Safety ladders.~~

~~[14.08.050](#)—Seawall fence.~~

14.08.020 Mooring.

~~A. No watercraft shall be allowed to moor or tie up to the city seawall without prior approval having been obtained from the port director and without the execution of a moorage agreement with the port.~~

~~B. Mooring of watercraft along the seawall shall be limited to designated areas only.~~

~~C. Adequate bumpers or fenders must be placed by the watercraft to prevent damage to the seawall.~~

~~D. The watercraft shall be secured only to mooring bits that are installed independently of the bulkhead.~~

~~E. Mooring bits may only be placed by the city or with the city's permission, after approval by the city engineer as to the mooring bit's location. No mooring bit may be placed such that tie backs are damaged.~~

~~F. Mooring agreements will be issued by the port director upon advance payment of moorage fees. All watercraft mooring along the seawall without executing a moorage agreement and paying the fee due under the agreement will be moved and/or impounded by the port director consistent with federal and state law.~~

~~G. No watercraft shall be allowed to moor alongside another watercraft moored at the seawall for the purpose of loading or unloading without the port director's approval.~~

~~H. The floating docks situated along the seawall are for the use of small vessels only and only as authorized by the port director.~~

~~I. No floatplanes shall be allowed to moor at the floating docks or the seawall.~~

~~J. No hazardous nor explosive freight or material may be stored along the seawall or loaded/unloaded to/from watercraft over the seawall.~~

~~K. Small vessels using the floating docks shall not load, discharge or transport over the seawall to the docks any boxes, packages, or other freight that is too large or heavy to safely carry down the gangways. Heavy or bulky freight shall be loaded either at the small boat harbor or at the slough by the bridge.~~

~~L. No small vessel shall be allowed to refuel or transfer gasoline or other flammable liquids while moored at any floating docks.~~

~~M. Persons under the influence of intoxicating liquors or drugs shall not be allowed on the floating docks.~~

14.08.030 Berth regulations and privileges.

~~A. The vessel owner shall neither sublease nor allow another vessel to use its assigned space. When a vessel leaves its mooring for a day or more, the owner or operator shall notify the port director, who may temporarily assign another vessel the vacant space.~~

~~B. There shall be no refueling of vessels moored to the seawall. Vessels must be moved to the petroleum dock or other designated fueling location.~~

~~C. The vessel owner or operator shall not allow another vessel to moor alongside the permitted vessel, except for the purpose of loading or unloading fish or cargo. When loading or unloading operations are completed, the outside vessel must move out.~~

~~D. Fish or freight which is loaded or unloaded to, from or across the permitted vessel, except for vessel provisions and ice, shall be subject to the payment of wharfage~~

charges, as provided for by Rules 220 and 230 of the Port of Bethel Terminal Tariff, FMC-T No. 1.

~~E. The vessel mooring permit is limited to the moorage of a specific vessel, assigned to a specific location for a specific period of time, and does not provide for any shore-side facilities or property use.~~

~~F. The vessel owner shall be responsible for conducting his/her operations in a safe and lawful manner.~~

~~G. The vessel owner, master or agent shall indemnify and hold harmless the city from any and all claims and damages, including costs and attorney fees, caused by or resulting from any negligent, intentional or malicious act or omission while the vessel is moored to the seawall or other port property.~~

~~H. No welding shall be permitted without the permission of the port director, and then only after all possible precautions have been made to prevent fire and/or explosion.~~

~~14.08.040 Safety ladders:~~

~~A. Mooring to safety ladders is prohibited.~~

~~B. Mooring in a manner that blocks safety ladders in unassigned areas is prohibited.~~

~~14.08.050 Seawall fence:~~

~~A. Damaging, tampering with or removing of life rings is prohibited.~~

~~B. Removal of the seawall fence for access to moored vessels may only be done with the permission of the port director.~~

~~C. Replacement of the seawall fence is the responsibility of the permit holder, and must be replaced whenever the vessel is not at its moorings.~~

~~D. The permit holder is responsible for damage to the seawall fence at the assigned space for the period of the permit.~~

~~E. No modifications to the seawall fence are permitted without the approval of the port director, and the fence must be restored to its original form at the end of the period of the permit, unless otherwise authorized by the port director.~~

Chapter 14.10 ***SMALL BOAT HARBOR AND PORT FACILITIES***

Sections:

~~[14.10.010](#) — Port director.~~

~~[14.10.020](#) — Transactions to be conducted.~~

~~[14.10.030](#) — Registration.~~

~~[14.10.040](#) — Classification and use of mooring facilities.~~

~~[14.10.045](#) — Logs and log rafts on port facilities.~~

~~[14.10.050](#) — Unlawful acts.~~

~~[14.10.060](#) — Acts prohibited without the approval of the port director.~~

~~[14.10.070](#) — Rentals and fees.~~

~~[14.10.080](#) — Port facilities privilege agreement.~~

~~[14.10.090](#) — Duties of boat owners and operators.~~

~~14.10.100—Revocation of privileges.~~

~~14.10.110—Lien.~~

~~14.10.120—Removal of abandoned property.~~

14.10.010 Port director.

~~A. The port director and required assistants will supervise and manage the port facilities. The port director may hire a harbor master or other designee, and delegate duties as necessary for the operation and maintenance of the port facilities.~~

~~B. The port director shall supervise and manage the assignment of moorage stalls, the assignment of dry land storage and the use of the boat lift, launching ramps, grid iron and all other facilities made available by the city. The port director may, in the interest of safety or convenience, require any boat owner to change from one (1) moorage to another and may, in the absence of the boat owner, move the boat without incurring liability to the city.~~

~~C. The port director may, at his discretion, refuse moorage or storage to any boat which is cumbersome or may become a menace to the safety or welfare of another boat or its occupants. He may refuse the use of any facilities to a boat that may cause damage to the facilities. He may, at his discretion, refuse berthing to boathouses, floats, scows, log rafts, barges and other cumbersome floating structures.~~

~~D. Use of the port facilities by floating boat shelters, floating storage buildings, or houseboats is prohibited. The port director may refuse moorage or use of any of the port facilities to any boat or boat owner violating any provision of this code.~~

~~E. The port director shall have the duty and exclusive power to post signs and to thereby designate the limit of port facilities speeds, classification and use of port facilities moorage and storage areas, and such other signs and notices necessary to inform the public, and is authorized to direct all waterborne and vehicular traffic within the limits of the port facilities boundaries, including designated parking and storage areas~~

14.10.020 Transactions to be conducted.

~~All registration of boats, payments of moorage and other charges, and other port facilities business shall be conducted at the port office.~~

14.10.030 Registration.

~~Every boat owner using the port facilities shall register his/her name, address, telephone number and the name and/or number of the boat with the port director on forms provided for that purpose.~~

14.10.040 Classification and use of mooring facilities.

~~A. All of the mooring spaces in the port facilities can be classified as either open mooring or reserved mooring. The use of either classification of mooring facilities is contingent upon payment of the appropriate fee as set forth in this chapter.~~

~~B. Areas designated as open mooring shall be open to all members of the public. Such areas shall be used primarily for temporary mooring. Open mooring spaces shall~~

~~be utilized on a first (1st) come, first (1st) served basis. No boat owner shall have exclusive rights to open mooring space. Should any boat leave, it shall have no exclusive right to return to the same space.~~

~~C. Use of Reserved Mooring Facilities.~~

~~1. Every boat owner desiring to guarantee the availability of a mooring space, or to moor temporarily at any vacant reserved mooring space, shall apply to the port director. No such space shall be so reserved or assigned until the mooring fee has been paid.~~

~~2. Possession of a reservation for a reserved mooring space does not guarantee the holder any right to exclusive use of the reserved mooring for the duration of the reservation agreement. Possession of a reservation is a guarantee that the reserved mooring shall be available for the use of the holder of the reservation during those periods when the boat is within the port facilities. The port director may temporarily assign another boat to a reserved mooring as he determines it expedient when the boat assigned to a reserved mooring is away from the port facilities.~~

~~3. In the event that the holder of a reserved mooring returns to the port facility and finds his reserved mooring occupied, the holder shall contact the port director. The port director will cause the temporarily assigned boat to be moved to another location.~~

~~4. The boat owner who possesses a reserved mooring shall not sublease or in any other manner permit the use of the mooring by another boat owner without prior notification of the port director.~~

~~5. No property rights are created by this section. The holder shall only have a permit to use the mooring reserved to him as provided for in this chapter.~~

~~6. A waiting list will be maintained by the port director of names of persons requesting reserved moorings at times when no reserved moorings exist. As reserved moorings become available they will be offered to the first (1st) name on the waiting list whose LOA fits the criteria for the mooring available.~~

~~D. No boat shall be moored in any area designated by the port director as a loading area any longer than it is necessary for loading/unloading the boat. No unattended boats shall be left at any loading area.~~

~~E. No boat shall block or be moored in any area designated by the port director as a launching area any longer than necessary for launching/hauling out the boat.~~

~~F. Any person moving a boat they do not own shall report to the port director where the boat was moved from and where the boat has been moved to.~~

~~G. Any person having knowledge of a petroleum spill within the port facilities shall immediately report such spill to the port office; if the port office is closed, the spill shall be reported to the police department.~~

~~H. No person shall bring into, moor or berth within the port facilities any boat which is unseaworthy or is in such a badly deteriorated condition that it is liable to sink or damage port facilities or other boats or which may become a menace to navigation, except in cases of extreme emergency, in which case the boat owner shall be liable for any damage caused by such boat. In the event a boat sinks within the port facilities, the boat owner shall mark its location and provide for the raising and disposition of the~~

~~boat and assume all liabilities for damage to city property and other boats in the port facilities.~~

~~I. No aircraft or float plane shall land, operate within, or take off from the port facilities or the entrance thereto.~~

~~J. Vehicles and boat trailers must be removed from the launching areas after the boat has been launched and parked only in areas designated and posted by the port director as parking areas. Vehicles and boat trailers parked in areas not designated and posted as parking areas may be removed and impounded.~~

~~K. Launching or hauling out of boats on skids is prohibited; trailers or other wheeled conveyances shall be used for launching or hauling out boats. Boats shall be launched at designated launching areas only.~~

~~L. Beach storage of supplies, merchandise, or other property of boat owners shall be limited to areas designated by the port director. Boat owners shall obtain a space assignment for storage of property from the port director and pay storage fees in advance.~~

~~M. Except as provided in BMC [14.10.045](#), no logs or firewood shall be unloaded and placed on the beach of the port facilities, and no log rafts shall be allowed within the port facilities or the entrance thereto.~~

~~N. No vessels will be allowed to be more than one (1) beam's width from the dock.~~

~~14.10.045 Logs and log rafts on port facilities.~~

~~A. Any person may request permission from the port director or designee to bring logs or a log raft into port facilities for off-loading. The purpose for the logs must be for personal use and not commercial use; commercial operations use the cargo dock or beach No. 1. Personal use includes use of the logs for home heating, artistic purposes, steambaths, or constructing shelters, fish racks, or fences.~~

~~B. A request must be submitted to the port director at least eight (8) hours in advance.~~

~~1. The port director has the sole discretion to grant, deny, or cancel a request.~~

~~2. The decision of the port director to deny or cancel a request may only be reversed for abuse of discretion if appealed under subsection I of this section.~~

~~C. The request will state the size and number of logs, method for removing logs from the water, the location for storing and off-loading the logs or log raft, cutting, off-loading, and/or removing the logs in the port facilities.~~

~~D. A request is good for allowing logs or a log raft in the port facilities for three (3) days. The logs or log raft, as well as all debris from the logs or log raft, must be removed within three (3) days from the port facilities unless extended at the discretion of the port director or designee.~~

~~E. Any logs, log raft, and/or debris that remains after the three (3) day request shall be declared abandoned and a public nuisance, and may be impounded, removed, sold, or otherwise disposed of in the following manner:~~

~~1. The port director shall send a registered or certified letter, with a return receipt, notifying the person at the address listed on the user's request, that the logs,~~

~~log raft, and/or debris has been impounded and may be removed, sold or otherwise disposed of within seven (7) days after the date of the letter, unless the user:~~
~~a. Redeems the property by payment of all the charges listed in the letter, which shall include expenses for clearing and storing the logs, log raft, and/or debris; or~~
~~b. Timely submits a written appeal to the port commission under subsection I of this section.~~

~~2. If the property is not redeemed and no appeal is filed, the logs, log raft, and/or debris may be disposed of by public auction if valued by an independent appraiser at over one thousand dollars (\$1,000), or, if valued at one thousand dollars (\$1,000) or less, may be disposed of as junk, donated to a governmental agency or local nonprofit agency, or destroyed.~~

~~F. The user is liable for any expenses incurred by the city for the removal, storage, and/or disposal of the logs, log raft, and/or debris. Additionally, even if the logs, log raft, and/or debris are sold, the user shall be liable for any remaining charges not covered by the sales proceeds. Interest and collection costs shall be included regarding any charges that are not paid within thirty (30) days of the billing by the port director under subsection E of this section. Penalties may also be imposed and the city may seek injunctive relief in accordance with BMC [14.02.086](#). Additionally, the user shall be subject to loss of privileges for use of the port facilities until all charges, interest, collection costs, and any penalties are paid.~~

~~G. Repealed by Ord. 10-06.~~

~~H. In accordance with BMC [14.02.070](#), any person acting under this section shall be strictly liable to the city without regard to fault or negligence for any damage to the port facilities or any property owned by the city caused directly or indirectly by the log raft or logs while entering into or while in the port facilities.~~

~~I. Any appeal must be filed in writing with the port commission within seven (7) days after the port director denies or cancels a permit, or issues a letter that assesses charges, interest, collection costs, and/or penalties, or denies the user use of the port facilities. Any appeal of a decision of the port commission issued under this subsection shall be in writing and filed with the city council within seven (7) days of the date of the written decision by the port commission.~~

14.10.050 Unlawful acts.

~~It is unlawful for any person within the small boat harbor to:~~

~~A. Operate or to be in actual control of any boat when under the influence of intoxicating liquor, illicit narcotics, or other dangerous drugs;~~

~~B. Operate or cause to be operated any boat within the small boat harbor that exceeds the posted speed limit or causes a wake or wave action;~~

~~C. Operate or cause any boat to be operated recklessly or otherwise engage in a course of conduct that is dangerous or a nuisance to persons or property;~~

~~D. Throw or otherwise cause to be deposited any gasoline, oil, sewage, trash, garbage or debris of any type into the water's entrance or upon the grounds of the small boat harbor;~~

~~E. Create, become or maintain any nuisance;~~

~~F. Allow dogs or any other animal to run at large. Dogs shall be on a leash and accompanied by the owner who shall be responsible for removing any offal left by the dog;~~

~~G. Allow children under the age of twelve (12) years within the float or beach area of the small boat harbor unless they are accompanied by a responsible adult;~~

~~H. Disregard, deface, remove, tamper with, or damage any sign or notice posted by the port director;~~

~~I. Fail to register with the port director any boat prior to occupying the small boat harbor facilities;~~

~~J. Pump bilge water into the small boat harbor;~~

~~K. Deposit, place or leave any cargo, merchandise, supplies, articles or things upon any float, ramp, decline, walk or other public place except at such places as may be designated as loading areas;~~

~~L. Dump any offal or refuse, including but not limited to waste materials from canneries, fish processors, and other land or water based facilities within the small boat harbor or in such close proximity as to cause overflow or drift of such material into the small boat harbor or the entrance thereto;~~

~~M. Store any explosives, gasoline, or any other flammable substance in drums, cans, or any other type of containers;~~

~~N. Set any net or fish taking device unless it is attended at all times and does not interfere with the movement of boats within the small boat harbor;~~

~~O. Swim, waterski, jetski;~~

~~P. Refuse to comply with any lawful order of the port director or his designee;~~

~~Q. Operate on any wharf or float any wheeled conveyance including, but not limited to, three (3) wheelers, motorcycles, bicycles, tricycles, in or on which a person or persons is carried or transported, with the exception of wheel chairs, and those conveyances used only to transport provisions to and from the boat.~~

~~14.10.060 Acts prohibited without the approval of the port director.~~

~~The following acts are prohibited without the approval of the port director:~~

~~A. Using a boat as a residence;~~

~~B. Major maintenance and repair work, including but not limited to sandblasting, welding, burning and outfitting;~~

~~C. Tapping, connecting, disconnecting, or interfering or tampering with electrical outlets, meters or devices installed within the small boat harbor facility;~~

~~D. Building any type of float, shed, floating boat shelter, or structure within the small boat harbor;~~

~~E. Moving or altering any wharf, float, gang plank, ramp or other facility;~~

~~F. Posting of signs;~~

~~G. Conducting any commercial business within the small boat harbor.~~

14.10.070 Rentals and fees.

A. ~~A schedule of mooring charges and fees shall be established by the port commission. The charges and fees shall be effective if approved by ordinance adopted by the city council.~~

B. ~~The rental of moorage space shall be on a seasonal basis. At the discretion of the port director, monthly rentals or moorage may be charged by prorating the seasonal fees.~~

C. ~~At his discretion, the port director may charge a new renter on a prorated basis from the date of entry into the small boat harbor.~~

D. ~~Mooring, rental, storage, or other small boat harbor facility fees shall be paid in advance. The watercraft or other equipment or gear of a person who fails to register with the port director or to pay moorage, rental, storage or other fees in advance of using the small boat harbor facilities will be moved and/or impounded by the port director consistent with federal and state law.~~

E. ~~The port director shall prepare a receipt for all moneys paid for small boat harbor fees. The receipt shall be prepared in triplicate. The payer shall be given the original copy, a copy shall be given to the city clerk with the payment, and a copy shall be retained by the port director.~~

14.10.080 Port facilities privilege agreement.

~~A small boat harbor privilege agreement in a form approved by the city council shall be signed by the applicant and, in the event the applicant is not the boat owner, endorsed by the boat owner agreeing to the terms and provisions thereof. The following terms and provisions shall be made part of the small boat harbor privilege agreement.~~

A. ~~Applicant also agrees to pay, in advance, moorage, rental, storage and other fees and charges at rates established by the city.~~

B. ~~The applicant agrees that any unpaid fees and charges shall become a lien against the boat described in this agreement.~~

C. ~~Nothing herein contained shall be interpreted to impose upon the city any obligation or responsibility for the care and protection of any private property, including boats, this agreement being limited to privileges of moorage space only. Applicant expressly consents and authorizes the city to move the boat in the event that rents, fees or charges are not paid, ordinances or regulations are violated, or in the event of necessity or emergency. Applicant further agrees to hold the city harmless against the loss, damage or theft of the boat, including its equipment, nets, gear, tanks, lines or other personal property on, attached, or related to said boat.~~

14.10.090 Duties of boat owners and operators.

A. ~~Every boat owner using the small boat harbor facilities shall take reasonable precautions to see that their boat is kept clean, well secured, free from fire hazards of all types, sufficiently pumped out to float and otherwise attend to the requirements of the boat to avoid damage to other boats or to the small boat harbor.~~

~~B. The port director may but is not obligated to replace defective mooring lines, pump out boats which are in danger of sinking, or move any boat which may be creating a hazard to other boats or the small boat harbor facilities. The boat owner shall pay the city's actual costs for these services.~~

~~14.10.100 Revocation of privileges.~~

~~Small boat harbor privileges will be revoked in the event of the default in the performance of any obligation or failure to comply with any ordinance or regulation of the small boat harbor. Small boat harbor privileges may be revoked by the port director if the noncompliance continues for a period of thirty (30) days from the date a certified letter noticing the default is mailed to the permittee.~~

~~14.10.110 Lien.~~

~~The city shall have a lien upon any watercraft or other property for which rent, fees, moorage, wharfage or other fees, charges or services are not paid when due.~~

~~14.10.120 Removal of abandoned property.~~

~~Any nets, gear, tanks, lines and other personal property which is deposited, stored, or otherwise placed on any of the small boat harbor facilities without a permit for a period of over twenty four (24) hours is declared to be abandoned and a public nuisance and may be impounded, removed, sold, or otherwise disposed of in the manner provided for in BMC [14.02.100](#).~~

Chapter 14 – PORT OF BETHEL

14.01 Port Administration

14.01.010 Jurisdiction

14.01.020 Administrative Powers

14.01.030 Administration and Government of Port Facilities

14.01.040 Regulations/Conflicts with Other Laws

14.01.050 Policy and Intent

14.01.060 Use of Facilities; Implied Agreement

14.01.070 Closures

14.01.080 Non-Discrimination

14.01.090 Fees

14.01.100 Funds – Accounting System

14.01.110 Use of Moneys

14.01.010 Jurisdiction

The City of Bethel, in the exercise of its police power, assumes control and jurisdiction over all waters within its limits as now and hereafter constituted. The provisions of this title shall be construed to supplement federal laws and regulations, in cases of concurrent jurisdiction.

14.01.020 Administrative Powers

This title and the Bethel Port and Harbor Tariff shall be deemed an exercise of the powers of the City for the protection, safeguarding, and orderly moorage and control of vessels, and for the protection and general welfare of the public and all of its provisions shall be liberally construed for the accomplishment of that purpose. The City, through its properly appointed representatives, shall have the authority to board any vessel utilizing the harbor or port facilities for the purpose of enforcing this title and the Bethel Port and Harbor Tariff.

14.01.030 Administration and Government of Port Facilities

The Bethel Port, which includes, but is not limited to, the Small Boat Harbor, Beach 1, Beach 2, the Cargo Dock, the Petro Dock and the seawalls, shall be under the administration of the Port Director who shall have the authority to classify and designate areas of the Bethel Port in accordance with this chapter and all federal laws.

14.01.040 Regulations/Conflicts with Other Laws

- A. All operations within the Port, including, but not limited to, the seawall, petro dock, cargo dock, and small boat harbor, if not provided for specifically, shall be conducted in accordance with the rules and regulations established by the Port Commission and approved by the City Council.
- B. When any section of this title is found to be in conflict with federal laws and regulations governing the equipping, operation and licensing of vessels on navigable waters of the United States, then such federal laws and regulations shall prevail, but the remaining section of this title shall not be affected.

14.01.050 Policy and Intent

It is hereby declared to be the intent of this title to favor the use of the Port Facilities, seawalls, docks, and small boat harbor by commercial fishermen, government vessels, commercial vessels in trade and commerce, and pleasure craft, and by the general public at large. It is further the intent of this title to prevent and discourage the use of the facilities of the Bethel facilities by boats which have been abandoned by their owners to the point of becoming derelicts as defined in 14.08 or becoming a charge and nuisance to the City, the Port Director, and the general public, or which are unsafe, or which are not used, or are not fit to be used, regularly for transportation on the water.

14.01.060 Use of Facilities; Implied Agreement

The mooring or use or presence of any vessel within any portion of a City of Bethel controlled Port Facility shall constitute an agreement by the owner, operator, master or managing agent to conform to the provisions of this title and any rule, regulation or order made pursuant thereto.

14.01.070 Closures

The City, through its Port Director or other duly authorized agent, may prohibit the use of any wharves, docking facilities, storage facilities, stalls, and other facilities owned or

controlled by the City at any time when closing the facilities is required to protect and preserve the public welfare and/or safety.

14.01.080 Non-Discrimination

The City port facilities will be available on an equal basis to all persons regardless of race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, age, status as a disabled veteran, or veteran of the Vietnam War Era.

14.01.090 Fees

Fees for the approved use of Bethel port facilities and services as set forth in the Bethel Port and Harbor Tariff or the Bethel Fee and Rate Schedule, may be changed by the City Council by resolution; provided that a public hearing has first been held.

14.01.100 Funds – Accounting System

The Port of Bethel, owned and operated by the City, shall be operated from a fund separate from the general fund. An accounting system for each such fund shall be established within the department of finance and shall be set up and maintained so as to reflect the financial condition of the enterprise, its income and expense. A balance sheet and statement of income and expense shall be made for each such fund annually and as often as the city council may request.

14.01.110 Use of Moneys.

- A. All revenues from the Port of Bethel shall be expended for the maintenance, operation and improvement of the Port of Bethel and other lawful purposes as the City Council may direct. Revenues from the Bethel boat harbors shall be expended solely for the furtherance of financial stability and self-sufficiency of the Bethel Port Facilities.
- B. Accounting within this fund shall be on the enterprise fund basis.
- C. None of the income money or property of the Port of Bethel enterprise shall be placed in the general fund or be used for the benefit of anything outside of the fund to which it belongs without due compensation or due value received and returned.

14.02 Port Director

14.02.010 Port Director - General

14.02.020 Duties and Responsibilities of Port Director

14.02.030 Administrative Inspection

14.02.040 Harbormaster

14.02.050 Fiscal Management

14.02.060 Compliance with Orders of Port Director

14.02.070 Authority to Board Vessels

14.02.080 Promulgation of Rules and Regulations

14.02.090 Services of Port Director; Fees

14.02.100 Limitation of Liability

14.02.010 Port Director - General

- A. The Port Director, under the direction of the City Manager, is the chief administrative officer of the Bethel Port Facilities.
- B. The Port Director shall enforce the provisions of this title and shall enlist the aid of any duly authorized police officer of the City to take appropriate action for violation of the provisions of this title.
- C. The Port Director shall have general control and supervision of public landings and related Port of Bethel Facilities and shall preserve order at all times about the same.
- D. Aid. In order to render aid to distressed persons and vessels in the Bethel Port Facilities, the Port Director and any of the Port Director's authorized deputies and any police officer of the City Bethel shall have the authority to:
1. Perform any and all acts necessary to rescue and aid persons, and protect and save property.
 2. Take charge of and protect all property saved from marine disasters until such property is claimed by persons legally authorized to receive it, or until otherwise disposed of in accordance with this title or other pertinent ordinances or applicable regulations.
- E. Assignment of Moorage Facilities: The Port Director shall supervise and manage the assignment of all mooring spaces in the Port Facilities; and, may from time to time, in the Port Director's discretion, in the interests of safety, order, convenience and health, require the owner or operator of any boat, vessel or floating structure to change from one mooring space to another, and may move any boat which is unoccupied and in violation of this chapter.
- F. Moving Boats: The Port Director and the Port Director's assistants are hereby authorized to direct all waterborne traffic, either in person or by means of visible or audible signal, in conformation with the provisions of this title; provided, that where necessary to expedite waterborne traffic, or to prevent or eliminate congestion or to safeguard persons or property the Port Director or the Port Director's designee, or in the event of a fire or other emergency, such officers and other authorized officers of appropriate governmental agencies or authorities, may direct waterborne traffic as conditions may require.
- G. Posting. The Port Director shall have the duty and the exclusive power to post signs and to thereby designate the limit of Port Facility speeds, classification and use of Port Facility moorage and storage areas, and the numbers designating exclusive mooring spaces within the mooring areas where such is allowed, and such other signs and notices as would inform the public at large and all boat owners and operators of authorized and prohibited uses of the Port Facilities, as established by the Port Director or by the Port Commission and is authorized to direct all waterborne and vehicular traffic within the limits of the Port Facilities boundaries, including designated parking and storage areas. The Port Director shall have the power to order the making of appropriate signs to give notice of regulations relating to the use of the facilities.
- H. Powers and Duties: The Port Director is the chief administrator of the Port and shall be responsible for the overall supervision and direction of the City Port, harbors and

waters. The Port Director is hereby charged with the duty of enforcing all of the provisions of this title and of this Code as they may pertain to the Port Facilities and the municipal waters, and any rules and regulations duly adopted under this title, and is hereby empowered to do so. In the performance of such duties, the Port Director shall have all of the powers of a police officer of the City of Bethel.

- I. Refusal of Mooring Facilities: The Port Director may, in the Port Director's discretion, refuse mooring facilities to any boat, vessel or floating structure which is cumbersome or may become or create a dire hazard or otherwise become a menace to the safety and welfare of other boats and their occupants; when the moorage facilities are crowded, the Port Director may refuse mooring facilities to floats, scows, rafts, pile drivers, boat shelters and other cumbersome floating structures. Upon refusal of mooring facilities, the boat owner, operator, master or managing agent shall be entitled to a pro rata refund of moorage fees paid in advance, less any other fees or charges the City may have against the boat, its owner, operator, master or managing agent.
- J. Storage: The Port Director shall supervise and manage the assignment of dry land storage;
- K. Subordinates. Whenever a power is granted to, or a duty is imposed upon the Port Director, that power may be exercised or the duty may be performed by any duly authorized representative or such other person as the Port Director may designate for the enforcement of this title.
- L. Supervision: The Port Director shall supervise and manage the use of the boat lift, launching ramps, grid iron and all other facilities made available by the City.
- M. Traffic direction. The Port Director and the Port Director's assistants are hereby authorized to direct all waterborne traffic, either in person or by means of visible or audible signal, in conformance with the provisions of this title; provided, that where necessary to expedite waterborne traffic, or to prevent or eliminate congestion or to safeguard persons or property the Port Director or the Port Director's designee, or in the event of a fire or other emergency, such officers and other authorized officers of appropriate governmental agencies or authorities, may direct waterborne traffic as conditions may require, notwithstanding provisions of this title.

14.02.020 Duties and Responsibilities of Port Director

The Port Director is responsible for the overall supervision and direction of the Port, harbors and waters. The authority and duties of the Port Director shall include, but are not limited to, the following:

- 1. Manage and operate the Bethel Ports, small boat harbor, boat ramps and other water-related areas;
- 2. The Port Director may prohibit the use of any wharves and docking facilities owned or controlled by the City at any time when closing the facilities is required to protect and preserve the public welfare and safety.
- 3. Perform all duties imposed by state and federal law upon Port Directors, harbor masters and administrative directors of ports and harbors;

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4. Promptly report to the appropriate federal or state agency any violation of the laws of the United States or the State of Alaska for the protection of navigation and preservation of navigable waters and wetlands;
5. Enforce all ordinances and regulations pertaining to the management and operation of the Bethel Port;
6. Make recommendations to the City Personnel Officer regarding the appointment, hiring, promotion, layoff, suspension, demotion or removal of all employees of the Bethel Port;
7. Regulate the use of municipal wharves, including the allocation of wharf space and its use;
8. Regulate and allocate the use of all Port Facilities, docks and waterways located within or adjacent to the city limits of the City of Bethel;
9. Classify areas within the Bethel Port and harbors for various uses; mark mooring spaces to be assigned, and post such signs, numbers, markings or other informational devices as will notify and inform interested parties of authorized and prohibited uses of the Bethel Port Facilities.
10. Remove, or cause to be removed to a place of safety, any motor vehicle found parked within the Port Facilities in violation of this title, or in such a manner as to create a significant danger to the safety of persons or property;
11. Take corrective action if a vessel or person fails to comply with a provision of this chapter, an order of the Port Director, or a rule or regulation promulgated pursuant to this title by rendering such performance himself;
12. Classify areas within the harbor for various uses, mark mooring spaces to be assigned, and post such signs, numbers, markings or other informational devices as will notify and inform interested parties of authorized and prohibited uses of the Bethel Port and harbor facilities;
13. Allocate and assign all mooring spaces;
14. Order any vessel improperly anchored, moored or berthed within the Port to move to a location designated or cause such vessel to be so moved if the order is not complied with;
15. Prepare and submit to the City Manager an annual budget;
16. Prepare and submit to the City Manager at the end of each fiscal year a report on the finances and administrative activities of the Bethel Port;
17. Prepare and make available for public distribution an annual report on the Bethel Port;
18. Prepares such reports as may be required on any phase of Port activity;
19. Attends all meetings of the Port Commission;
20. Perform any other duty that may be necessary in the interest of the Port Facilities or waterways in and adjacent to the city limits for Bethel;
21. Assume such other authority and perform such other duties as may be lawfully prescribed by the Bethel City Council.

14.02.030 Administrative Inspection

- A. The Port Director may make a warrantless inspection of any vessel, its crew or its cargo for the purpose of determining whether they pose a threat to the health, safety or welfare of the public, Port Facilities or personnel. The Port Director may take such other action as necessary to prevent an immediate and substantial danger to the public health, safety or welfare.
- B. Where the Port Director finds that such action is necessary to prevent an immediate and substantial danger to the public health, safety or welfare, the Port Director may make an inspection permitted under subsection (A) of this section without an administrative inspection warrant, provided the Port Director has announced to the City Manager and City Attorney or their designees the intention to enter. Such inspections shall be done peaceably and without violence or harm to person or property.
- C. The Port Director may make a warrantless inspection of any common carrier utilizing Port Facilities to ascertain the kind, quality, and quantity of cargo aboard. Utilization of the Port facility shall constitute consent for such inspection.
- D. Except as specified in subsections (A) and (B) of this section, the Port Director shall apply to the trial courts of the State for an inspection warrant. The application shall identify the vessel to be inspected, the authority to make the inspection, the nature and the extent of the inspection, and those facts or circumstances which demonstrate the valid public purpose and the effect and force of this title sufficient to justify such inspection. Inspections to ensure that the proper terminal tariffs or other charges are assessed and paid shall be sufficient justification for such warrant. Warrants issued under this section shall be returned within ten (10) calendar days.
- E. No person shall refuse to allow the Port Director to enter upon a vessel for purposes specified in this Title.

14.02.040 Harbormaster

The harbormaster is an agent and designee of the Port Director and empowered to exercise day to day oversight of Port Facilities and users. In addition, if the office of Port Director is vacant for any reason, the harbormaster shall fulfill the duties and responsibilities of the Port Director and shall have all the rights and authority otherwise vested therein, including but not limited to enforcement of this Code, rules, regulations, and Tariff of the Port of Bethel. Under those circumstances, all reference to "Port Director" in the Code, tariff, regulations or other documents should be construed to include the harbormaster as well.

14.02.050 Fiscal Management

- A. There shall be an annual independent audit of the accounts and financial transactions of the Bethel Port. The audit shall be performed by a public accountant who has no personal interest, direct or indirect, in the fiscal affairs of the City. Copies of the audit shall be available to the public upon request.
- B. The fund or funds of the Bethel Port shall at all times remain separate from the general fund of the City.

C. The City shall pay for the use of the Bethel Port at the same standard rate set for other comparable users.

14.02.060 Compliance with Orders of Port Director

No person may intentionally fail or refuse to comply with a lawful order of the Port Director in any matter pertaining to this title.

14.02.070 Authority to Board Vessels

The utilization of any City-owned or City-operated Port Facility or waterway within City limits shall be deemed as a grant of authority to the Port Director and other appropriate City officials to board the vessel for the purpose of enforcing City ordinances and to move the vessel if it is moored in violation of a provision of this chapter or if required by an emergency or other conditions as set forth in this chapter.

14.02.080 Promulgation of Rules and Regulations

The Port Director is empowered and authorized to establish additional rules and regulations governing the use of the Bethel harbors, assignment of stalls, and the general conduct in, around and on harbor facilities and parking areas. Such rules and regulations shall become effective upon approval by the Port Commission. The Port Commission shall provide for an effective date. The Port Director shall print and make available to the public, copies of regulations adopted pursuant to this section.

14.02.090 Services of Port Director; Fees

The Port Director is hereby granted the power and authority to, from time to time, but without any obligation or duty to do so, and without any obligation or liability on the Port Director's part or that of the City for his or her failure to do so, replace defective mooring lines, pump boats which are in dangerous condition for lack thereof, and to move any boat for the purpose of protecting the boat from fire or other hazard, or for the protection of other boats therefrom. Whenever the Port Director shall perform any of the acts hereinbefore authorized, after having given notice to the boat owner or operator at the registered address of the immediate need therefore, or having attempted to give such notice, the boat and owner thereof is hereby required to pay to the City such fees as are set forth by the Port Commission.

14.02.100 Limitation of Liability

The authority granted to the Port Director shall not create an obligation or duty requiring the Port Director to take any action to protect or preserve any vessel or property located within the Port of Bethel or utilizing Port of Bethel facilities. The City shall not be responsible for loss or damage from fire or other casualty, or theft, vandalism or any other causes of injury to vessels or property moored or located within the Port of Bethel. The City shall not be responsible for any items which have been impounded.

14.03 General Provisions

14.03.010 Jurisdiction

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- 14.03.020 General Provisions
- 14.03.030 Port Facilities Defined
- 14.03.040 Definitions
- 14.03.050 Fees and Charges – General Use of Facilities
- 14.02.060 Fees and Charges - Tariff
- 14.03.070 Delinquent Accounts
- 14.03.080 Lien Created
- 14.03.090 Other Remedies
- 14.03.100 Annual Review Required
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- 14.03.120 Required Equipment
- 14.03.130 Vessel Seaworthiness
- 14.03.140 Safekeeping of Vessels
- 14.03.150 Sale or Solicitation of Goods or Services
- 14.03.160 Motor Vehicle Parking
- 14.03.170 Wheeled Vehicles Prohibited
- 14.03.180 Aircraft on Water
- 14.03.190 Obstructions to Navigation
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- 14.03.290 Liability for Cost of Corrective Action
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- 14.03.330 Storage on Floats or Docks
- 14.03.340 Charges for Facilities and Services
- 14.03.350 Persons Under the Age of Sixteen
- 14.03.360 Responsibility for Animals
- 14.03.370 Occupancy of Vessels
- 14.03.380 Disposal of Waste, Litter and Garbage
- 14.03.390 Reckless Operation
- 14.03.400 Violation - Penalty
- 14.03.410 Revenues

14.03.010 Jurisdiction

The City of Bethel, in the exercise of its police power, assumes control and jurisdiction over all waters within its limits as now and hereafter constituted. In cases of concurrent

jurisdiction, the provisions of this chapter shall be construed to supplement federal laws and regulations.

14.03.020 General Provisions

- A. Conditions for using any Port of Bethel properties are subject to specific authorization by the Port Director or his designee and may include provisions to protect public safety, security, environment and health. The Port Director or his designee may waive the provision contained in this chapter whenever such action is in the best interests of the Port of Bethel.
- B. Vessels utilizing Port of Bethel properties or facilities shall fully comply with provisions of applicable federal, state, local statutes, laws, ordinances and regulations.
- C. The use of Port of Bethel properties or services shall be deemed complete acceptance of the terms and conditions named in this chapter.

14.03.030 Port Facilities Defined

The Port Facilities include all that portion of the Small Boat Harbor, Beach 1, Beach 2, the Cargo Dock, the Petro Dock and the seawalls.

14.03.040 Definitions

Unless otherwise provided in this title or required by the context, definitions set forth in the Bethel Port and Harbor Tariff shall apply to this title.

14.03.050 Fees and Charges – General Use of Facilities

- A. The owners or operators of vessels using any Port of Bethel facility or service shall pay the fees thereon established.
- B. All rates, fees and charges for the use of facilities and services of the Port of Bethel shall be approved by resolution of the City Council.
- C. All fees must be paid in advance to the City for the period prescribed and may be billed on account to the customer for future periods. All other fees not paid in advance shall be billed on account to the customer. All fees shall be non-refundable, except pro-rata refunds of moorage fees may be made, upon the written approval of the Port Director, due to death of the owner or accidental loss of vessel due to sinking, fire or theft.
- D. Storage and other port, boat harbor and miscellaneous fees are due and payable in United States currency. Failure to pay invoices when due shall place the vessel or equipment as well as its owners or agents upon a delinquent list. An owner or agent who has been placed on the delinquent list shall not be allowed to utilize the Bethel waterways until all past-due balances and late charges have been paid in full.

14.03.060 Fees and Charges - Tariff

- A. Tariff charges are due prior to commencement of service from, or use of, the Port Facilities. When the Port Director determines that the exact amount of the tariff charges cannot be ascertained prior to the commencement of service or use, the

Director may accept a deposit of an estimated amount of the tariff charges which amount will be applied to the total tariff charges when the exact amount of such charges is determined.

- B. A user of the Port Facilities may request from the Port Director a waiver from the requirement to pay for service or use in advance. If the Port Director determines that it is in the Port's interest to grant the waiver, the Director will require the user to make a deposit instead of advance payment. The amount of the deposit shall not be less than seventy-five (75%) of the amount expected to be due nor more than one hundred twenty-five (125%) percent of the amount expected to be due. Upon completion of the service, the Director will provide the user with an invoice stating the exact amount due. Payment of the invoice is due thirty (30) calendar days after it is mailed, delivered or faxed to the user. In the event the user does not pay an invoice when due, the Port Director will apply the deposit to the invoice and send the user a check for the amount on deposit, which is in excess of the amount due.
- C. All tariff charges are due and payable in United States currency. Failure to pay invoices when due shall place the vessel, its owners or agents or the user of the Port Facilities upon a delinquent list. A vessel whose owner or agents have been placed on the delinquent list shall not be allowed to utilize the Port Facilities until all past-due balances and late charges have been paid in full. a late charge at the rate of two (2%) percent per month on the unpaid balance.

14.03.070 Delinquent Accounts

- A. Delinquent accounts shall be subject to collection procedures as followed by the City and as allowed by state and federal laws.
- B. Further, a penalty of thirty-five (\$35) dollars shall accrue to such account for each calendar month or portion thereof the account is delinquent. In addition to a penalty, delinquent account shall accrue interest at a rate of eighteen (18%) percent per year on the unpaid delinquent balance.
- C. Delinquent lists are public documents and may be published.
- D. The City of Bethel may utilize any legal means available in the collection of past due balances, including, but not limited to, civil action, liens and seizure of property.
- E. The City reserves any right it may have to offset amounts owed by a vessel owner or agent for delinquent fees against any amount owing to the vessel owners or agents under a contract between the City and the vessel owner or agent

14.03.080 Lien Created

- A. In addition to any other remedy provided herein at law, rent, fees, moorage, wharfage and other miscellaneous Port of Bethel fees or charges shall constitute a lien against the vessel, its gear, appurtenances and other similar property to the owner or operator, under state and federal law.
- B. Fees and charges delinquent ninety (90) days or longer may be foreclosed on by impounding and selling the vessel against which the lien has vested under federal law and the provisions of Chapter 14.10.

14.03.090 Other Remedies

All liens created shall not be exclusive remedies. A proceeding to foreclose any lien or suit thereon by the City shall not preclude any other remedy, including impoundment, at law or in equity.

14.03.100 Annual Review Required

An annual review shall be required of all Port and harbor fees and rates. Such annual review shall be part of the preparation of the Port's fiscal operating budgets.

14.03.110 Duty to Register

- A. Every owner, operator or agent of any vessel using the facilities of the Port of Bethel for any period of time is required to register the name, address and telephone number of the registered owner, operator and agent of the vessel; the vessel's length, breadth, registered tonnage (if any) description and uses, the vessel's name and home port, and any other pertinent information required by the Port Director on forms provided for that purpose.
- B. All users must pay the required fees immediately but no later than twelve (12) hours after first entering the Port Facilities.
- C. In the event of a change of ownership or in operator, a new vessel mooring agreement shall be signed within thirty (30) days after the change.

14.03.120 Required Equipment

All watercraft or vessels shall carry the equipment required by any applicable United States laws or regulations as now or hereafter amended, and shall be numbered or designated in accordance with any applicable United States laws or regulations as now or hereafter amended. In the absence of extenuating circumstances, failure of any boat or vessel within the Bethel harbors to comply with applicable United States laws or regulations shall be in violation of this title.

14.03.130 Vessel Seaworthiness

All vessels moored or docked in the Bethel harbor system must meet the following criteria:

- A. Be capable of getting underway under its own power at all times;
- B. Be a watercraft constructed and maintained for the primary purpose of navigating the waterways of Alaska and not solely for the specific purposes of maintaining a stationary place of residence, floating storage shop, office or other non-navigational purposes.

14.03.140 Safekeeping of Vessels

- A. The owner or operator of a vessel shall use all reasonable efforts and caution to keep the vessel securely moored with lines in a reasonably fit condition, sufficiently pumped at all times to keep the vessel afloat, and to otherwise attend the needs of the vessel to avoid any necessity for services or equipment from the Port Director.

- B. If the Port Director determines that a vessel must be re-secured, pumped, moved, or otherwise attended to protect the vessel or other adjacent vessels or property from existing hazards, the Port Director shall give or attempt to give written or verbal notice to the vessel owner or operator, at the registered address, of the need for services to the vessel.
- C. If a vessel owner or operator fails, within a reasonable period of time after receipt of notice, to provide services needed for the protection of the vessel or other vessels or property, or if the Port Director is unable within a reasonable period of time to notify the owner or operator, the Port Director may replace defective mooring lines, attach additional mooring lines, pump vessels that are listing or sinking, move any vessel for the purpose of protecting that vessel from fire or other hazard or for the protection of other vessels or property, or render such other services as the Port Director determines may be needed.
- D. A fee, based upon a schedule of rates and charges adopted by the City Council, shall be charged to the vessel owner or operator for each service the Port Director performs or causes to be performed for the protection of a vessel or adjacent property.

14.03.150 Sale or Solicitation of Goods or Services

No person may sell or solicit the sale of goods or services upon Port Facilities without a written permit authorized by the Port Commission and issued by the Port Director. The permit may limit sale activity so as to prevent it from interfering with the safe and efficient operation of the Port.

14.03.160 Motor Vehicle Parking

Parking for motor vehicles within the Port of Bethel will be managed by the Port Director or their designee. If parking fees or permits are required for the parking of motor vehicles on any Port of Bethel Facility, the Port Director shall allocate such parking fees or permit fees to the port fund.

14.03.170 Wheeled Vehicles Prohibited

No person may drive any bicycle or any motorized wheeled or tracked equipment upon any float facility without first obtaining the consent of the Port Director.

14.03.180 Aircraft on Water

All vessels or watercraft shall keep clear of aircraft landing within any area now or hereafter set aside for such purpose. Aircraft on the water shall keep clear of all vessels and watercraft and avoid impeding their navigation.

14.03.190 Obstructions to Navigation

- A. No vessel may remain in a position which interferes with the mooring or passage of another vessel or creates a danger to persons, vessels or property after the Port Director has ordered it to move.

- B. No person may obstruct a municipal slip, basin, channel or wharf so as to interfere with the mooring, passage or activity of a vessel. The Port Director may remove any such obstruction if the owner thereof fails to do so within twenty-four (24) hours after its discovery by the Port Director.
- C. No person may tie or attach a skiff, scow, raft or any other auxiliary craft alongside, astern or ahead of a vessel moored within the Port of Bethel if such auxiliary craft will obstruct or interfere with the normal movement of any vessel or be likely to cause rubbing or chaffing damage to any other vessel.
- D. No structure, material or substance that can sink in water or obstruct navigation may be deposited in the small boat harbor, city docks or the shores of the small boat harbor or city docks unless written permission is first obtained from the Port Director.
- E. When ballast, stone, coal, bricks, scrap, dirt, rubbish or other loose material or matter that can sink in water is being unloaded from or loaded onto a vessel, a canvas chute or similar contrivance shall be used to prevent spills into the waterway.
- F. The owner of a vessel which sinks, is grounded or is delayed so as to interfere with navigation, obstruct the Port, or endanger persons or property shall post warnings on the vessel that can be seen during the day and night and remove the vessel as soon as possible.

14.03.200 Logs and Log Rafts on Port Facilities

- A. Any person may request permission from the Port Director or designee to bring logs or a log raft into Port Facilities for off-loading. The purpose for the logs must be for personal use and not commercial use. Commercial operations may only use the Cargo Dock or Beach Number 1. Personal use includes use of the logs for home heating, artistic purposes, steam-baths, or constructing shelters, fish racks, or fences.
- B. A request must be submitted to the Port Director at least four (4) hours in advance.
 - 1. The Port Director has the sole discretion to grant, deny or cancel a request.
 - 2. If appealed, the decision of the Port Director to deny or cancel a request may only be reversed for abuse of discretion.
- C. The request must state the size and number of logs, method for removing logs from the water, the location for storing and off-loading the logs or log raft, cutting, off-loading, and/or removing the logs from the Port Facilities.
- D. A request for allowing logs or a log raft in the Port Facilities is only valid for three (3) calendar days from the date the request is received. The logs or log raft, as well as all debris from the logs or log raft, must be removed within three (3) calendar days unless extended at the discretion of the Port Director.
- E. Any logs, log raft, and/or debris that remains after the three (3) days shall be declared abandoned and a public nuisance, and may be impounded, removed, sold, or otherwise disposed of as set out in 14.08 – 14.10
- F. The user is liable for any expenses incurred by the City for the removal, storage, and/or disposal of the logs, log raft, and/or debris. Additionally, even if the logs, log raft, and/or debris are sold, the user shall be liable for any remaining charges not

covered by the sales proceeds. Interest and collection costs shall be included regarding any charges that are not paid within thirty (30) calendar days of the billing by the Port Director. Penalties may also be imposed and the City may seek injunctive relief. Additionally, the user shall be subject to loss of privileges for use of the Port Facilities until all charges, interest, collection costs, and any penalties are paid.

- G. Any person acting under this section shall be strictly liable to the City without regard to fault or negligence for any damage to the Port Facilities or any property owned by the City caused directly or indirectly by the log raft or logs while entering into or while in the Port Facilities.

14.03.210 Blinding Lights

- A. No person may operate a vessel searchlight or other bright light in a manner that will temporarily blind or interfere with the vision of an operator of any other vessel in the harbor.
- B. No person may operate a searchlight or other blinding light on a vessel not underway in the Bethel harbors, except in an emergency.
- C. No person may operate a searchlight or other high intensity light on a vessel in such a manner that the safety and privacy of other persons in the immediate harbor area is disturbed.

14.03.220 Regulation of Signs

- A. No person may write or post any written or printed matter in any place within the Bethel harbors except upon bulletin boards constructed for that purpose and only after obtaining permission from the Port Director.
- B. Signs identifying businesses or products may be erected within the Bethel Port Facilities and/or harbors upon approval of the Port Commission only.
- C. No person shall erect, place, post or maintain any advertising matter, sign or other printed matter, other than legal notices, on any part of the Port of Bethel Facilities without approval thereof from the Port Director. All unauthorized advertising shall be removed by the Port Director.

14.03.230 Fishing Prohibited

No person may fish from any dock, float, ramp, or any mooring facility operated by the City, nor may any person fish within a waterway in a manner which may interfere with movement of other vessels.

14.03.240 Vessels in Dangerous Condition

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

14.03.250 Fire Hazards Prohibited

- A. No person may leave a fire or flame unattended aboard a vessel within the Bethel harbors. A fire or flame is unattended unless the owner, operator, or other person

over the age of eighteen (18) years who has demonstrated capability for moving the vessel is aboard or within one hundred (100) yards of the vessel.

- B. No person may store, deposit, or leave on any float, dock, or other Port Facility any gasoline, lubricating oil, or other combustible liquid of any nature or description, except for temporary purposes in conjunction with the loading or unloading of a vessel.
- C. A person using a torch or other flame-producing device in or upon any vessel, dock, float, or other Port Facility shall provide, and have immediately available for use, an approved fire extinguisher or hose connected to a water supply system adequate for suppressing any fires that may result from the use of the flame-producing device.

14.03.260 Vessel Departure

- A. The Port Director may direct a vessel to depart for the protection of persons or property, to ensure efficient use of the Port, or in response to the vessel's failure to remit required charges or tariffs.
- B. Upon the order of the Port Director, a vessel shall immediately vacate its berth so that a reserved vessel may berth there. Failure of a vessel to comply with such an order shall be a violation of this section and will subject the vessel to fines in addition to liability for all damage sustained by the reserved vessel.

14.03.270 Facility Damage

Any person and/or vessel damaging any property interest of the Bethel Port, harbor or City property shall be strictly liable to the City without regard for fault or negligence for all damages including, but not limited to, costs incurred by the City in repairing or replacing the damaged property, administrative overhead and collection costs.

14.03.280 Reporting Injury or Damage

- A. The operator of any boat or vessel involved in an accident resulting in injury, death, or in damage to property in excess of Three Hundred (\$300) Dollars shall immediately stop such vessel at the scene of such accident and shall render aid as he or she is capable, give name, address, and the name and number of her or his boat, and the name and address of the owner, to the person struck or the operator or occupants of the boat collided with, or property damaged.
- B. The master, owner, or operator of the boat or vessel who is involved in the accident 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.

14.03.290 Liability for Cost of Corrective Action

- A. If a vessel or person fails to comply with the provisions of this chapter, a rule or regulation promulgated pursuant to this chapter or an order of the Port Director, and the Port Director initiates corrective action, the vessel or person shall be liable

for all expenses, including administrative overhead, incurred by the Port in executing the corrective action.

- B. If the Port Director takes possession or control of a vessel or other property in the course of taking corrective action, such possession or control may be continued until such time as the expenses, including attorneys' fees, storage fees, custodial fees and any other cost or fees, required or incurred by the Port Director are paid. If expenses remain after ninety (90) days, the port director may treat the vessel or property as abandoned and may proceed in accordance with section 14.09.
- C. Initiation of corrective action under this section is a discretionary function of the Port Director.
- D. All persons and vessels that owe fees or expenses under this section shall be denied use of the Port Facilities until such fees are paid.

14.03.300 City Not Responsible for Loss or Damage

The City shall not be responsible for loss or damage from fire or other casualty, theft, vandalism, or any other cause of injury to vessels or property moored or located within the Port, harbor or other waterways within or adjacent to the City of Bethel. The authority granted to the Port Director shall not create an obligation or duty requiring the Port Director to take any action to protect or preserve any vessel or property located within the Bethel harbors or utilizing harbor facilities. The City assumes no liability for loss or damage to vessels, equipment, appurtenances, tackle, provisions, mooring lines, gear, supplies, or any other article attached or relating to a vessel, whether maintained or affixed to a vessel or separately stored at Port Facilities.

14.03.310 Obligation of Port

The setting forth of rates or charges in this chapter shall not imply an obligation on the Port of Bethel's part to provide such facility or service.

14.03.320 Dry Storage Area – Short Term Only

- A. The storage of boat parts, engine parts, and other miscellaneous items is permitted in designated portions of the Port Facilities as designated by the Port Director. Persons desiring to utilize this unsecured storage area shall first register with the Port Director and provide the requested information regarding the description and quantity of items to be stored, as well as the anticipated period for storage.
- B. Each item placed in the dry storage area shall be marked with a tag containing the name and number of the vessel to which the gear belongs, the name and address of the registered owner, and the name of the operator of the vessel. The Port Director may establish barriers to segregate stored items.
- C. No item may be stored in the dry storage area for a period in excess of ninety (90) consecutive days. Items stored for a period in excess of ninety (90) days shall be impounded by the Port Director. Property so impounded may be sold at the expiration of three (3) months from the date of impoundment unless the registered owner or the owner's agent pays accrued storage and impoundment fees and removes the property from the designated storage area.

14.03.330 Storage on Floats or Docks

- A. All floats, docks, ramps, and approaches shall be maintained free and clear of any objects or items that are not appurtenances or fixtures to the floats, docks, ramps, and approaches.
- B. No person may store or place upon any float, dock, ramp, or approach any repair parts, machinery, equipment, or gear, except in conjunction with the loading or unloading of a vessel or at work areas designated by the Port Director.
- C. Property of any sort found upon a float, dock, ramp, or approach may be impounded by the Port Director if such property is not immediately removed.

14.03.340 Charges for Facilities and Services

- A. Charges required by the City of Bethel to be paid in advance shall be paid at the Port Director's office prior to utilization of any facility or equipment, or receipt of any service.
- B. Upon registration for exclusive moorage, the owner or operator of a vessel shall annually deposit a sum equal to twenty-five (25%) percent of the annual exclusive moorage fee as security for payment of fees that will accrue if the vessel owner or operator fails to register for the next season and does not advise the Port Director of termination of the exclusive moorage agreement and availability of the space for reassignment. The security deposit shall be refunded upon notice of termination, received on or before June 1, if there are no accrued or delinquent charges for services rendered to the vessel by the City.
- C. The fees and charges for other facilities, equipment, and services provided or made available within the Bethel Port Facility that are not required to be paid in advance shall be paid within thirty (30) days after billing. Billings that are not paid within thirty (30) days shall accrue interest at the rate of eighteen (18%) percent per year from the due date.
- D. The fees and charges for the use of facilities or services associated with the Bethel Port Facilities shall be established by resolution of the City Council.

14.03.350 Persons Under the Age of Sixteen

No person under the age of sixteen (16) years shall be allowed on the dock and floats, or in the boat harbor, unless in the company and under the control of such person's parent or guardian or some other person over the age of nineteen (19) years having the supervision and control of such person under the age of sixteen (16) years, and for the time and place exercising the responsibilities of such person's parent or guardian. A person between the ages of sixteen (16) and seventeen (17) years may apply to the Port Director and for good cause shown shall be granted a permit to go on the dock and floats or in the boat harbor by herself or himself. Such permit may be restricted and conditioned as, in the judgment of the Port Director, is warranted by circumstances. Such permit shall be revocable by the Port Director if the permittee abuses the privilege of access to the Port Facilities. Good cause for the purposes of this section shall consist of:

1. Care of boats;
2. Entering or exiting the harbor by boat;
3. Employment requiring access to the boat harbor; or
4. Other legitimate and compelling reasons where denial of access would create an undue hardship on the person.

14.03.360 Responsibility for Animals

- A. A person owning or in charge of any animal within the Bethel Port Facilities shall keep that animal restrained on a leash not more than five (5') feet in length.
- B. The owner or person in charge of any animal shall keep the animal from any loud barking and howling. The animal must be securely leashed and all offal deposited on deck shall be removed in a manner so as to not prevent or hinder persons from crossing a vessel's deck to board their own vessel, or otherwise disturb the peace and good order of the Port Facilities.

14.03.370 Occupancy of Vessels

- A. No person may use or occupy a vessel moored at Port Facilities as a place of residence, nor may a person rent or lease such a vessel as a place of residence, utilize it as a rooming house, or permit it to be occupied for any period of more than five (5) days by any person other than the normal crew of the vessel.
- B. A vessel which is not in regular use for the purposes for which it is normally operated and which has remained moored to Port Facilities continuously for a period of ninety (90) days or more may not be occupied, except that one person may occupy the vessel if serving in the capacity of a caretaker.

14.03.380 Disposal of Waste, Litter and Garbage

- A. No person may dump or deposit any waste, litter, garbage, refuse, debris, or petroleum product into the waterways or onto any dock, float, or other Port Facility not designated and designed for the disposal of trash.
- B. A person in charge of or occupying a vessel shall at all times keep the floats and premises adjacent to such vessel in a neat and orderly condition, free from trash, refuse, garbage, and debris of any kind.
- C. All garbage, trash, refuse, and waste to be disposed of within the Port Facilities shall be deposited in garbage containers located near the loading dock, except as otherwise provided in this chapter.
- D. Waste oil shall be deposited in containers designated for the disposal of waste oil and shall not be deposited in any other garbage or trash container.
- E. No person may pump any bilge containing oil or gasoline residue within the Bethel Port Facilities.

14.03.390 Reckless Operation

The operation of any vessel in any manner which unreasonably interferes with the free and proper use of the Port of Bethel or unreasonably endangers the users of the waters of the Port of Bethel is prohibited.

14.03.400 Violation/Penalties

A. Violation of any provision of this Title is an infraction subject to a fine. In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the court. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below. If an offense is not listed on this fine schedule or another fine schedule, the defendant must appear in court to answer to the charges. These fines may not be judicially reduced.

<u>Violation</u>	<u>Code Section</u>	<u>Fine</u>
<u>Failure to Register Vessel</u>	<u>4.03.110</u>	<u>\$150</u>
<u>Failure to timely notify Port of Change in Ownership</u>	<u>4.03.110</u>	<u>\$150</u>
<u>Failure to timely file new vessel mooring agreement following change in ownership</u>	<u>4.03.110</u>	<u>\$150</u>
<u>Failure to maintain proper equipment</u>	<u>4.03.120</u>	<u>\$50 - \$250</u>
<u>Vessel not Seaworthy</u>	<u>4.03.130(A)</u>	<u>\$500</u>
<u>Docking or mooring a vessel whose primary purpose is other than navigating the waterways of Alaska</u>	<u>4.03.130</u>	<u>\$500</u>
<u>Failure to securely moor vessel</u>	<u>4.03.140</u>	<u>\$200</u>
<u>Failure to sufficiently pump vessel</u>	<u>4.03.140</u>	<u>\$150</u>
<u>Failure to promptly correct deficiencies in vessel safekeeping</u>	<u>4.03.140</u>	<u>\$350</u>
<u>Sale or solicitation of goods without a permit</u>	<u>4.03.150</u>	<u>\$250</u>
<u>Sale or solicitation of goods in violation of or outside the scope of permit</u>	<u>4.03.150</u>	<u>\$250</u>
<u>Improper Parking on Port Facilities</u>	<u>4.03.160</u>	<u>\$50 / day</u>
<u>Wheeled vehicles on float facility</u>	<u>4.03.170</u>	<u>\$75</u>
<u>Obstructing Navigation</u>	<u>4.03.190</u>	<u>\$500</u>
<u>Interfering with mooring or passage of another vessel</u>	<u>4.03.190</u>	<u>\$300</u>
<u>Obstructing municipal slip, basin, channel, or wharf</u>	<u>4.03.190</u>	<u>\$300</u>
<u>Placement structure, material or substance that can sink in water without authorization</u>	<u>4.03.190</u>	<u>\$300</u>
<u>Failure to install, utilize or property use canvas chute</u>	<u>4.03.190(F)</u>	<u>\$300</u>
<u>Failure to post warnings around sunken vessel</u>	<u>4.03.190</u>	<u>\$500</u>
<u>Improper or insufficient posting of warning around sunken vessel</u>	<u>4.03.190</u>	<u>\$500</u>

<u>Failure to timely remove sunken vessel</u>	<u>4.03.190</u>	<u>\$1000</u>
<u>Logs or log rafts on Port Facilities without authorization</u>	<u>4.03.200</u>	<u>\$200</u>
<u>Logs on Port Facilities for commercial use in other than designated areas</u>	<u>4.03.200</u>	<u>\$300</u>
<u>Failure to timely file request to bring logs or log rafts onto Port Facilities</u>	<u>4.03.200</u>	<u>\$50</u>
<u>Failure to timely remove logs, log rafts or debris</u>	<u>4.03.200</u>	<u>\$250</u>
<u>Improper Use of Blinding Lights</u>	<u>4.03.210</u>	<u>\$200</u>
<u>Posting Signs without authorization</u>	<u>4.03.220</u>	<u>\$100</u>
<u>Removing, tampering with or destroying signs</u>	<u>4.03.220</u>	<u>\$150</u>
<u>Fishing in Prohibited Areas</u>	<u>4.03.230</u>	<u>\$100</u>
<u>Vessels in Dangerous Condition</u>	<u>4.03.240</u>	<u>\$350</u>
<u>Fire Hazards Created</u>	<u>4.03.250</u>	<u>\$350</u>
<u>Unattended Fire Hazard</u>	<u>4.03.250</u>	<u>\$500</u>
<u>Storing gasoline, lubricating oil or other combustible liquid</u>	<u>4.03.250</u>	<u>\$500</u>
<u>Failure to have fire extinguisher or hose available when using a torch or other flame producing device</u>	<u>4.03.250</u>	<u>\$500</u>
<u>Failure to depart upon Port Director directive</u>	<u>4.03.260</u>	<u>\$500</u>
<u>Failure to Report Accident or Injury</u>	<u>4.03.280</u>	<u>\$700</u>
<u>Failure to timely report accident or injury</u>	<u>4.03.280</u>	<u>\$650</u>
<u>Loose animals on Port Facilities</u>	<u>4.03.360</u>	<u>\$100</u>
<u>Failure to properly dispose of animal waste</u>	<u>4.03.360</u>	<u>\$100</u>
<u>Failure to control loud barking or howling</u>	<u>4.03.360</u>	<u>\$100</u>
<u>Occupying vessel moored at Port Facility as a residence, rooming house or office</u>	<u>4.03.370</u>	<u>\$750</u>
<u>Improper disposal or waste, litter or garbage</u>	<u>4.03.380</u>	<u>\$50 - \$100</u>
<u>Failure to keep floats and premises adjacent to vessel in neat an orderly condition</u>	<u>4.03.380</u>	<u>\$100</u>
<u>Improper disposal of waste oil</u>	<u>4.03.380</u>	<u>\$200</u>
<u>Pumping Bilge Oil or Gasoline Residue within Bethel Port Facilities</u>	<u>4.03.380</u>	<u>\$350</u>
<u>Reckless Operation of a vessel</u>	<u>4.03.390</u>	<u>\$1,000</u>

Each day that a violation occurs is considered a separate offense.

14.03.410 Revenues

- A. Six cents (\$0.06) of each dollar of fuel thru-put revenue generated by the Port shall be transferred to designated accounts as follows:
1. Two cents (\$0.02) of fuel thru-put revenue generated at the Port shall be transferred to a designated deferred seawall maintenance account upon payment,

2. Two cents (\$0.02) of fuel thru-put revenue generated at the Port shall be transferred to a designated deferred municipal dock fund, and
 3. Two cents (\$0.02) of fuel thru-put revenue generated at the Port shall be transferred to a designated fund for the small boat harbor.
- B. All other revenues produced by the Port excluding amounts received from fines imposed under this title shall be held in the Port Enterprise Fund for the maintenance and operation of the Port.

14.04 Port Commission

- 14.04.010 Establishment of Port Commission
- 14.04.020 Reservation of Powers
- 14.04.030 Composition, Term of Office and Procedures
- 14.04.040 Duties
- 14.04.050 Vacancies
- 14.04.060 Administrative Support
- 14.04.070 Meetings
- 14.04.080 Membership in Associations
- 14.04.090 Schedule of Fees and Charges
- 14.04.100 General Powers
- 14.04.110 Rules and Regulations
- 14.04.120 Limitation on Authority

14.04.010 Establishment of Port Commission

A Port Commission shall be established for the purpose of advising the City Council on the operation, maintenance and improvement of the Port of Bethel's facilities, and for such additional purposes as the City Council may from time to time designate.

14.04.020 Reservation of Powers

The City Council reserves to itself the power and authority to approve or disapprove all regulations, rates, or the acquisition or disposal of any interest in real property pertaining in any manner to the administration of the Bethel Port.

14.04.030 Composition, Term of Office and Procedures

- A. The Port Commission shall consist of seven (7) members who shall be residents of the City and shall be appointed by the mayor subject to confirmation by the City Council.
- B. Any registered Bethel voter is eligible to be appointed as a Port Commissioner. No person shall be ineligible solely because he or she holds an elected, appointed or employee position with the City. A Commission member who ceases to be eligible to be a City voter forfeits his or her office as a Commissioner.
- C. One (1) of the seven (7) members shall be a City Councilmember.
- D. All appointments shall be for staggered three (3) year terms except where an interim appointment is necessary to complete the term of a Commissioner who resigns, dies, or is otherwise removed from office.

- E. In the event of vacancies, the mayor, subject to confirmation by the City Council, shall make appointments to fill the vacant positions. In the event a seat has six (6) months or less remaining to the unexpired term, the Council, at its discretion, may choose to appoint the member to the remainder of the current term as well as to the full term immediately following the expiration date of the unexpired term.
- F. Commissioners can be removed from office for cause only.
- G. The City shall supply staff assistance for the Commission.
- H. Terms shall commence on July 1.
- I. No Commission member, or member of a Commission member's immediate family or household, may be employed by the Port Department.
- J. The Commission shall use Robert's Rules of Order. Regular meetings of the Commission will be at least monthly. Special meetings may be called at the discretion of the chairperson or by two (2) members of the Commission. All meetings of the Commission shall be open to the public.
- K. The Commissioners shall elect annually from its members a chair and vice chair and such other officers as it deems necessary. The Commission may appoint such committees as it deems necessary.
- L. A majority of the Commission shall constitute a quorum for the transaction of business. Four (4) affirmative votes shall be necessary to carry any question.
- M. An agenda of meetings shall be prepared and published according to established rules of the City Council.
- N. Permanent records, or minutes, shall be kept for all meetings held. All resolutions and minutes of the Port Commission or a similar report shall be presented to the City Council by a member of the Council appointed to serve on the Commission, or in his absence, by the City Manager. The minutes shall be properly filed in the office of the city clerk and shall be open to inspection by the public.
- O. Alternate Members. The mayor shall appoint up to two (2) additional members to serve as alternate members, subject to confirmation by the Council. An alternate member will be activated as a voting member whenever there is an absence or conflict of interest of another member. At all other times the alternate member shall be an ex officio member.

14.04.040 Duties

The port commission shall:

- A. Regulate the operation of the Port Facilities by promulgating a terminal tariff containing rates, charges, rules and regulations applicable at the port and subject to the approval of the Council and the Federal Maritime Commission;
- B. Promulgate rules and regulations relating to the operation of terminal and transportation facilities at the port;
- C. Advise the City Council with respect to the Port Facilities concerning the acquisition, ownership, exchange, transfer, lease, rent, conveyance, or disposal, and use of real or personal property on Port property and interest therein;

- D. Review Port contracts prior to their execution and monitor and periodically report to the City Council concerning the status of all contracts executed with respect to the Port Facilities;
- E. Advise the City Council with respect to the construction, improvement, alteration, or repair of Port Facilities;
- F. Review plans for construction and development within the confines of the Port of Bethel and shall report to the City Council the expected impact of such construction or development on the Port of Bethel. The Port Commission shall make appropriate recommendations to the City Council concerning such construction or development.
- G. Study and make recommendations generally on Bethel port matters such as, but not limited to, tariff rates, fiscal matters, management services, personnel staffing, safety precautions, expansion or extension of services and public relations;
- H. Assist the City Council in developing ways and means whereby the City may encourage and permit the development of Port Facilities by private and public developers and builders;
- I. Hear appeals resulting from actions of the Port Director and take action on matters referred to the Commission by the Port Director or City Council;
- J. Periodically review the budget, capital improvement programs, funding of Port Facilities and systems and report its findings to the City Council;
- K. Prepare and submit to the City Council an annual report of operations and finances, including recommendations for the safe, efficient and economical operation of the Bethel Port.
- L. Perform other such duties as the City Council may refer to it from time to time;
- M. Do other such acts as are necessary and proper for the performance of the duties and functions set forth in this title;
- N. The Port Commission may, at its discretion, hold formal public hearings on any question which may come before it;
- O. The City Council shall be the board of appeals for all Port Commission action. The City Council may delegate to a hearing officer the authority to hear and decide appeals.

14.04.050 Vacancies

- A. A vacancy shall be declared by the Commission and filled as provided when a member:
 - 1. Fails to qualify and take office within thirty (30) days after confirmation by the City Council;
 - 2. Departs from the City with the intent to remain away for a period of ninety (90) days or more;
 - 3. Submits a resignation to the City Mayor, City Clerk, Commission or Port Director;
 - 4. Is physically or mentally unable to attend Port Commission meetings or attend to commission business;
 - 5. Is absent from three (3) or more consecutive, regular meetings of the Port Commission without an absence pre-approved by the Commission;

- a. For purposes of this section, an absence will be considered excused if due to the following causes and shall require approval by the Commission at the next regularly scheduled meeting:
 - (i) The illness or injury of the Commissioner or a family member;
 - (ii) The death of a family member;
 - (iii) An employment-related commitment;
 - (iv) A commitment for City business; or
 - (v) Other good cause approved by the Commission.
- b. Whenever possible absences should be noticed to the Commission chair prior to the meeting for purposes of securing a quorum at the meeting.
- c. A Commissioner may participate in a commission meeting by teleconference.
6. Misses forty (40%) percent or more of the regular board meetings in a twelve (12) month period;
7. Is convicted of a felony, or misdemeanor, an element of which is a violation of the oath of office; or
8. Is or becomes so directly interested in Port affairs in the course of their private affairs that a membership on the port commission creates a conflict or the reasonable appearance of a conflict of interest.
- B. For the purposes of counting attendance, a member participating telephonically shall be counted as present.
- C. The chair of the Port Commission shall notify the City Clerk's office of any vacancy on the Commission.

14.04.060 Administrative Support

The Port Commission shall receive full cooperation and support from the City Manager including full access to any and all information concerning the Port of Bethel.

14.04.070 Meetings

- A. A majority of the membership of the Commission shall constitute a quorum for the transaction of all business, and the chairperson shall have the vote on all matters. The affirmative vote of a majority of the Commission shall be sufficient to pass upon all matters coming before it.
- B. The Commission shall choose a chairperson, vice chairperson and, if desired, a secretary, each year at the first meeting following the qualification of one or more commissioners appointed that year by the City Council.
- C. The Port Commission shall meet at least nine (9) times each year at a regularly scheduled time. Port Commission meetings shall be held at Bethel City Hall. All meetings of the Commission shall be open to the public. The secretary (or City appointed recorder) shall draft the minutes of all regular and special meetings in a manner accurately reflecting the actions of the Commission and shall file the minutes of these meetings permanently as public records.

14.04.080 Membership in Associations

The Port Commission as a whole may maintain membership in any local, state or national group or association organized and operated for the promotion, improvement or assistance in the administration of Port and harbor facilities and, in connection therewith, pay dues and fees thereto.

14.04.090 Schedule of Fees and Charges

- A. The Port Commission, subject to approval by the City Council, shall establish the rates, charges and fees to be charged for the use of any and all Port Facilities including, but not limited to, charges assessed against vessels, their owners, agents or operators which load or discharge cargo at any of the terminals within the area under the Commission's jurisdiction; charges for dockage while loading or discharging cargo; charges for administrative expenses in serving the carrier; charges for freight-handling operations; and wharfage, handling, loading, unloading, wharf demurrage rates, storage rates, fuel thru-put fees, mooring to the seawall, small boat harbor, derelicts, delinquent accounts, use of adjacent property and other charges as appropriate.
- B. Such rates, charges and classifications shall be just, reasonable and nondiscriminatory and shall be established after a public hearing conducted by the Port Commission. Notice specifying the time and place of such hearing shall be given in at least one (1) publication at least fifteen (15) days before the hearing in a newspaper of general circulation in the City.
- C. At the hearing, interested parties may make such arguments before the Port Commission, whether in person or by representative, as they consider proper, addressing matters at issue, and thereafter the Port Commission shall prepare a schedule of rates to be submitted to the Council at its next regular meeting.
- D. The Council may adopt the Commission's proposed rates by approval of modification of either the Bethel Fee and Rate Schedule or the Bethel Tariff. The date upon which the rates established or regulated go into effect may not be less than ten (10) days after passage and approval by the Council.
- E. Terminal tariffs established for the cargo dock are also subject to the approval of the Federal Maritime Commission.

14.04.100 General Powers

Subject to state laws and City ordinances, the Port Commission shall generally exercise all powers necessary and incidental to operation of all Port Facilities in the public interest and in a sound business manner. In particular, and without limitation on the foregoing, the Commission shall:

- A. Be responsible for the operation, development and marketing of City owned and operated Port Facilities, including such facilities as boat harbors, docks, boat launching ramps, and related facilities except as designated by the City Council by resolution.
- B. Adopt, pursuant to the Bethel Municipal Code, and enforce regulations necessary for the administration of the facilities under its management.

- C. Prescribe the terms under which persons and vessels may use the facilities and shall establish and enforce standards of operation.
- D. Administer and dispose of City tideland, submerged land, and other land as provided by the Council by resolution as subject to Port Commission Administration, subject to the following limitations:
 - 1. No sale, purchase, or trade of land shall be made without prior review by the planning commission and approval by the City Council by resolution.
 - 2. Unless otherwise designated in advance by the City Council by resolution, any lease of land shall be limited to marine-related uses, and those uses accessory to tenancy on the boat harbor or use of the Port.
 - 3. All land transactions by the Commission in accordance with this section shall be consistent with the comprehensive land management plan developed under this Code.
- E. Develop, adopt, alter or revise, subject to approval by the City Council, a master plan for the physical development of harbor or Port Facilities for the City. Such master plan with accompanying maps, plats, charts, descriptive and explanatory matter shall show the Commission's recommendations for the development of City Port Facilities and may include, among other things:
 - 1. Development of the type, location and sequence of all public Port Facilities;
 - 2. The relocation, removal, extension or change of use of existing Port Facilities.
- F. Administer the design and construction of all capital improvements on lands managed by the Port Commission unless otherwise specified by the City Council by resolution. The Commission may propose capital improvement projects to and apply for funding from state and federal agencies; provided, that such requests shall be subject to prioritization by the City Council with other City capital improvement funding requests prior to application for funds.
- G. Subject to City Council review and approval, may enter into Memoranda of Understanding and similar agreements with public agencies for Port purposes.
- H. Contracts for public improvements and, whenever practicable, other purchase of supplies, materials, equipment, and services, including professional services, shall be subject to the procurement procedures established in chapter 4.20, provided that the Commission may, for all contracts, a class of contracts, or a particular contract, specify prior to issuance of a public solicitation that for purposes of applying chapter 4.20, all actions required thereby of the City Manager or the purchasing officer shall be performed by the Port Director, and provided further that any appeal of any protest of a procurement so administered shall be initially decided by the Port Commission instead of the City Manager.

14.04.110 Rules and Regulations

- A. The Commission shall propose to the City Council rules and regulations consistent with this chapter for the conduct of its meetings and for the orderly, safe and efficient operation of the Bethel Port facilities.

B. Prior to the submission of proposed rules and regulations to the City Council for promulgation, the same proposed rules and regulations shall be presented at a regularly scheduled meeting of the Commission. Public notice shall be accomplished by the timely publishing in a local newspaper of general circulation of a descriptive summary of the proposed rules or regulations, including the date and time of consideration for passage by the Commission, and a statement that the full text of the proposed rules and regulations is available for public inspection at the office of the Bethel City Clerk.

14.04.120 Limitation on Authority

The Port Commission members may commit the City to long-range Port development or capital improvement plans or projects only as authorized in advance by the Council by ordinance or resolution.

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14.05.310 Violation/Penalties

14.05.010 Registration

Every owner, master, operator or managing agent of any vessel using the Bethel Port Facilities is hereby required to register his or her name, telephone number, post office and street address, and the name and number of the vessel, its length, its breadth and registered tonnage, if any, with the Port Director on forms to be provided by the Port Director for that purpose.

14.05.020 Mooring without Registration and Other Prohibited Acts

- A. No person may moor, berth, tie, attach, or connect a vessel to any Port Facility without registering with the Port Director and paying or executing an agreement to pay applicable moorage charges. Vessels operating in the City's waterways or moored to floats or dock facilities, either private or public, within the City limits shall register said vessels with the Port Director for the safety and public welfare of the Port of Bethel.
- B. The vessel mooring permit is limited to the moorage of a specific vessel, assigned to a specific location for a specific period of time, and does not provide for any shore-side facilities or property use.
- C. A person registering a vessel with the Port Director shall present the U.S. Coast Guard documentation or registration papers for the vessel and provide the name, number, type, dimension, description, and uses of the vessel, the name and address of the registered owner, operator, and agent for the vessel, the type of registry requested, and such other information as may be requested by the Port Director. In the event of a change of ownership in, or a change in the operator of, a vessel previously registered with the Port Director, the previous owner or operator shall so notify the Port Director within thirty (30) days after the change. A new vessel mooring agreement shall be signed by the new owner or operator within twenty-four (24) hours after the vessel's first use of any Port Facility following the change.
- D. It is unlawful to moor where signs prohibit moorage at floats, docks, ramps, or loading zones. It is unlawful to moor in areas restricted as exclusive moorage without first obtaining permission from the Port Director.
- E. A vessel that is moored but not registered with the Port Director may be moved at any time by the Port Director, with or without notice to the vessel owner or operator, and the owner or operator shall be charged the applicable fee for the Port Director services.
- F. It shall be unlawful for any person to make any false statement or knowingly to provide any inaccurate information in a vessel mooring agreement or application for the use of Port Facilities.
- G. It shall be unlawful for any person who authorizes or permits himself or herself to be listed in a vessel mooring agreement as an owner or operator of a vessel to fail to respond or to deny association with the vessel when called upon by the Port Director to move, pump, or otherwise attend to the vessel.

- H. The vessel owner shall neither sublease or allow another vessel to use its assigned space.
- I. The Port Director may require any vessel moored to or otherwise utilizing Port Facilities, whether or not the subject of a vessel mooring agreement, to be moved as necessary to effect repairs or additions to or the replacement of floats, docks, buoys, and similar facilities.

14.05.030 General Moorage Rules

- A. The vessel owner is responsible for conducting his/her operations in a safe and lawful manner.
- B. Mooring is limited to designated areas only.
- C. The vessel shall be secured only to mooring bits that are installed independently to the bulkhead.
- D. Adequate bumpers or fenders must be placed by the vessel to prevent damage to the seawall or other moorage location.
- E. Mooring bits may only be placed by the City or with the City's permission, after approval by the Port Director as to the mooring bit's location. No mooring bit may be placed such that tie backs are damaged.
- F. No vessel is allowed to moor alongside another watercraft moored at a Port Facility for the purpose of loading or unloading without the Port Director's written approval.
- G. No vessel shall block or be moored in any area designated by the Port Director as a launching area for any period of time longer than necessary for launching/hauling out the boat.
- H. The floating docks situated along the Port Facilities are for the use of small vessels only and only as authorized by the Port Director.
- I. No floatplanes shall be allowed to moor at the floating docks or any other Port Facility.
- J. No hazardous or explosive freight or material may be stored along the seawall/cargo dock or either Beach or loaded or unloaded to/from watercraft over any of the mentioned locations.
- K. Small vessels using the floating docks shall not load, discharge or transport over the Port Facilities to the docks any boxes, packages, or other freight that is too large or heavy to safely carry down the gangways. Heavy or bulky freight shall be loaded either at the Small Boat Harbor or at the Slough by the Bridge.
- L. No small vessel shall be allowed to refuel or transfer gasoline or other flammable liquids while moored at the floating docks.
- M. There shall be no refueling of vessels moored to a Port Facility. Vessels must be moved to the Petroleum Dock or other designated fueling location.
- N. The vessel owner, master or agent, shall indemnify and hold harmless the City from any and all claims and damages, including costs and attorney's fees, caused by or resulting from any negligent, intentional or malicious act or omission while the vessel is moored to any Port Facility.

14.05.040 Exclusive/Reserved Mooring

- A. Every vessel owner desiring to guarantee the availability of a mooring space shall apply directly to the Port Director and enter into a mooring agreement provided by the City. No space shall be reserved or assigned until the appropriate fee has been paid in full.
- B. The Port Director shall lease such space, if available, on a seasonal basis only.
- C. The Port Director shall assign or re-assign such reserved moorage so as to achieve the most efficient use of the Port of Bethel space.
- D. Space designated for exclusive/reserved moorage shall be assigned by the Port Director for the exclusive use of one vessel per stall or space.
- E. Exclusive moorage rights may not be assigned or subleased.
- F. The owner or operator of a vessel utilizing exclusive/reserved moorage space shall notify the Port Director each time the space will be unoccupied.
- G. During such periods when the assigned vessel will not be utilizing exclusive/reserved moorage space, the Port Director may assign such space for transient moorage. Upon not less than two (2) hours' notice by the vessel entitled to exclusive moorage, the Port Director shall cause the removal of any transient vessel utilizing the exclusive moorage space.
- H. When the party holding exclusive moorage rights is a corporation or partnership, the sale or other conveyance of a controlling interest in that corporation or partnership shall automatically result in a termination of the exclusive moorage rights.
- I. If a vessel owner with reserved moorage sells the vessel or loses the vessel to fire, sinking or natural disaster, he may retain the reserved space for the remainder of that season. The Port Director may assign such stalls for temporary use during their vacancy.
- J. No property rights are created by this section or this title. The holder shall have only a license to use the space reserved to him or her as provided in this title.
- K. Both the owner and the operator of a vessel which moors in a reserved mooring space without the written permission of the Port Director or executing the required moorage agreement shall be guilty of an infraction and the vessel shall be deemed to trespass.

14.05.050 Open/Transient Mooring

- A. Areas designated for open/transient mooring shall be open to all members of the public. Such areas shall be used primarily for temporary mooring. Transient mooring spaces shall be utilized on a "first-come-first-served" basis. No vessel or vessel owner or operator shall have any exclusive right to transient mooring space. Should any vessel leave a transient mooring space for any purpose, it shall have no exclusive right to return to the same space if, upon return, that space is occupied by another vessel.
- B. A vessel mooring alongside another vessel shall moor adjacent to a vessel of similar size.
- C. Immediately upon notice from the Port Director, the owner or operator of such temporarily assigned transient vessel shall remove the vessel from the assigned space. If the vessel owner fails to move immediately upon receipt of such notice, the Port Director may move the vessel from the reserved space, and the owner shall be

charged such fee as established by the Bethel Fee and Rate schedule. In case the Port Director is unable to contact the owner or operator of such temporarily assigned transient vessel, the Port Director may move the vessel from the reserved space.

14.05.060 Multiple Boat Moorage

- A. Not more than one vessel may be moored in a stall at any one time except with the prior consent of the Port Director. The Port Director may permit multiple occupancy of a single stall or float area if the Port Director determines that multiple occupancy would be safe and would facilitate maximum use of Port Facilities.
- B. The vessel owner or operator shall not allow another vessel to moor alongside the permitted vessel, except for the purpose of loading or unloading fish or cargo. When loading or unloading operations are completed, the outside vessel must move out.
- C. Fish or freight which is loaded or unloaded to, from or across the permitted vessel, except for vessel provisions and ice, shall be subject to the payment of wharfage charges, as provided in the Bethel Tariff.
- D. If a person utilizing moorage facilities owns or operates more than one boat which may from time to time be moored to the float, the moorage charge shall be based on the applicable rate as set by the Bethel City Council.
- E. A person who owns or operates more than one vessel is permitted to lease only one exclusive stall unless there is no waiting list for the size of exclusive stall required by the second vessel. The second or other vessel(s) owned or operated by such a person shall be accommodated on a transient basis.

14.05.070 Reservations

Vessels are requested to submit reservations for berth with the Port of Bethel as far in advance as possible, but not less than five (5) working days prior to expected arrival, subject to final confirmation of berth arrangements forty-eight (48) hours in advance of expected time of docking. Any changes in expected time of arrival must be reported promptly. Vessels which fail to notify the Port of Bethel of cancellation of a scheduled call at least five (5) working days prior to its expected arrival shall be subject to a charge of one-half the dockage rates provided in the Bethel Tariff.

14.05.080 Rights not Exclusive

Berth assignments shall include only the right to dock vessel at the assigned berth and to assemble and distribute the cargos of such vessel over, through or upon the assigned area or facility, subject to the provision that when the assigned area or facility is not required in whole or in part for the use of the vessel, the Port Director or his designee may make temporary assignments of the berth, wharf, wharf premises or other facility, or any part thereof, to any other vessel.

14.05.090 Preferred Vessels

Common carriers will have priority use of the cargo dock. Resupply tanker barges shall have priority use of the petroleum dock during the time of discharge or taking on of fuel. However, after the fueling operation is completed, the subject vessel no longer has

priority. When more than one (1) vessel is brought up the river pilot together, the first (1st) vessel arriving at the pilot bar shall have first (1st) berthing with the port cargo dock.

14.05.100 Safe Condition of Vessel

- A. To qualify or remain qualified for moorage space a vessel must:
1. At all times meet federal, state and local laws which include those pertaining to navigational and safety equipment;
 2. Have a fixed propulsion system and have sufficient motor power to permit the vessel to be maneuvered and controlled safely while transiting, entering or leaving the Port of Bethel under wind and water conditions which are not unusual;
 3. Be completely seaworthy and ready for immediate cruising in local waters; and
 4. Shall not discharge sewage into the waterways of the Port of Bethel.
- B. Whenever the Port Director has probable cause to believe that a vessel is not qualified under the conditions of this section, he or she may require, upon seventy-two (72) hours' notice to the owner or operator of any such vessel, that such vessel demonstrates that it is or remains qualified. An exception may be made where repairs are being diligently pursued or where other extenuating circumstances prevent demonstration of qualification, but such exception shall be for only a reasonable time, considering the circumstances.
- C. The Port Director may refuse mooring space to any vessel which does not qualify; it shall be a condition of every moorage agreement that any vessel authorized to moor in the Port of Bethel shall remain qualified so long as it remains in the Port of Bethel. The Port Director may terminate the moorage agreement for any mooring space which is occupied by a vessel which is authorized to occupy such space, but which vessel is not qualified in accordance with this section. Upon failure of a vessel to qualify, the Port Director may require, upon notice to the owner or operator of such vessel that the moorage agreement has been terminated, that such vessel is illegally moored and must be removed from the Port of Bethel within seven (7) calendar days. Any such vessel remaining after the time specified in the notice shall be subject to impoundment or removal as a nuisance under Chapters 04.08 through 04.10.

14.05.110 Denial of Facilities, Equipment or Services

- A. When moorage facilities are crowded, the Port Director may refuse mooring facilities to houseboats, floats, scows, rafts, pile drivers, and other cumbersome floating structures.
- B. The Port Director may refuse moorage to any vessel which is or may become or create a fire hazard or otherwise become a menace to the safety or welfare of other boats or their occupants.
- C. As a condition to permitting a vessel access to mooring facilities, the Port Director may require satisfactory evidence of seaworthiness of the vessel or evidence of adequate insurance coverage.

- D. The Port Director may refuse moorage facilities or other services or equipment to any person or vessel in violation of the provisions of this chapter or delinquent in the payment of any authorized fee or charge.
- E. An owner or operator of a vessel may not fail or refuse to remove the vessel from any facility in the Bethel Ports and may not cause or permit the vessel to be moored, tied, affixed, or located adjacent to any Port Facilities in the Bethel harbor after the Port Director has notified the owner or operator of the vessel that moorage or mooring facilities are refused, terminated, or withdrawn.
1. Notice of refusal, withdrawal, or termination of facilities or other services or equipment to a vessel that is not registered may be given verbally by the Port Director and shall be effective immediately. Verbal notices will be followed by a written notice.
 2. Notice of refusal, withdrawal, or termination of moorage facilities to a registered vessel may be given by the Port Director verbally followed by written notice. Verbal notice relating to services and equipment shall be effective immediately. Verbal or written notice personally delivered to the owner or operator relating to the refusal, withdrawal, or termination of mooring facilities shall be effective twenty-four (24) hours after the time of delivery unless a later effective date is specified in writing.
 3. Written notice of refusal, withdrawal, or termination of mooring facilities for a registered vessel may be mailed to the address designated on the registration information or may be posted in a conspicuous place on the vessel. A written notice that is posted or mailed shall be effective at 4:30 p.m. on the fifth (5th) day following posting or mailing of such notice.

14.05.120 Operation of Commercial Businesses

Except for vessel rentals or charters, or other businesses directly related to navigation or commerce on the sea, including fishing, no commercial businesses shall be allowed to operate in mooring spaces in the Port of Bethel unless recommended by resolution of the Port Commission and approved by both the Planning Commission and the City Council.

14.05.130 Houseboats

- A. Houseboats must meet the following requirements to qualify for moorage within the Port of Bethel:
1. All houseboats shall be restricted to space available on a Float. If such space is not available, those vessel owners requesting such moorage may be placed on a slip assignment waiting list.
 2. Maximum length allowed is forty (40') feet.
 3. Maximum beam allowed for one slip is sixteen (16') feet. Houseboats with beams over sixteen (16') feet, must reserve and pay for two (2) slips.
 4. Maximum height allowed from waterline to roof peak must not exceed two-thirds of vessel's beam measurement.

B. A houseboat is defined as any vessel capable of being used or maintained primarily as a residence.

14.05.140 Vessel liable for damage

Any vessel assigned a berth, wharf, wharf premises or other facility or attempting to use or using any of the facilities or services of the Port of Bethel shall be responsible and liable to the Port of Bethel for any damage occurring during their tenancy and occupancy, unless such vessel secures and furnishes the Port Director or his designee with adequate information and evidence fixing the responsibility and liability for any such damage on some other responsible person and such other person reimburses the Port of Bethel for any such damage. Upon the refusal, failure or neglect of any such vessel to accept responsibility and liability in the manner and under the circumstances aforesaid, the Port Director or his designee may immediately revoke the assignment to any such vessel without notice and may refuse the use of any wharf, berth, or other facility to any such vessel until the Port of Bethel has been fully reimbursed for any such damage. Anything contained in this section shall not be construed, nor is it intended, to be a sole remedy of the City.

14.05.150 Required Equipment

All watercraft or vessels shall carry the equipment required by any applicable United States laws or regulations as now or hereafter amended, and shall be numbered or designated in accordance with any applicable United States laws or regulations as now or hereafter amended. In the absence of extenuating circumstances, failure of any boat or vessel within the Port Facility to comply with applicable United States laws or regulations shall be a violation of this chapter.

14.05.160 Duties of Boat Owners

In addition to the duties of registration and identification as herein provided, every owner, master, operator or managing agent of any boat using the mooring or other facilities of the Port Facilities shall be obliged to use due diligence in performing the following requirements:

1. Use all reasonable precautions in keeping the boat in his or her charge in a reasonably clean and sanitary condition, with special attention to potable water and sanitary toilets.
2. Use all reasonable precautions in keeping the boat in her or his charge free from fire hazards of any type or nature.
3. Use all reasonable effort and precautions in keeping the boat in his or her charge well secured, securely moored with lines in reasonably fit condition, sufficiently pumped out at all times to keep the boat afloat, and to otherwise attend the needs of the boat to avoid need for attention by the Port Director.
4. Use adequate precautions to lock up and stow and otherwise safeguard all movable gear and tackle.

5. To promptly pay all charges and taxes assessed or levied either against the vessel or its owner, and all rentals and charges for utilities requested and ordered by the vessel occupant or its owner.
6. Supply and use adequate fenders to safeguard floats and vessels from chafing and other damages.

14.05.170 Unauthorized Bumpers Prohibited

No person may utilize in the Port of Bethel, float bumpers that are attached, permanently or temporarily, to the float facilities that are made from used tires, old fire hose, or similar materials. The owner or operator of a vessel assigned moorage space may only install standardized rubber or vinyl bumper of commercial manufacture as approved by the Port Director.

14.05.180 Manifests

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

- A. Required Information: All manifests must include, but are not limited to, the specifications listed:
 1. A list of all cargo, including company gear, empty containers or equipment, that is going to be loaded or unloaded at the Port Facility;
 2. A description of cargo, gross weight, quantities, shipper, consignee, destination port, originating port.
 3. Carrier information including the name of the carrier, vessel name(s) and arrival date.
 4. All manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which the freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.
- B. Time Due:
 1. Inbound Manifest: Must be furnished forty-eight (48) hours prior to the vessel's arrival.
 2. Outbound Manifest: Must be furnished twenty-four (24) hours prior to the vessels loading or unloading.
 3. Lighterage Vessels: with inbound or outbound cargo, must furnish the Port Director with a cargo manifest with estimated weights prior to loading or off-loading.
- C. Revised Manifest: Revisions to the manifest shall be turned into the Port Director's office no later than twenty-four (24) hours after loading and unloading is completed.
- D. Penalty for Failure to timely provide Manifest: Failure to submit a manifest as required herein may result in a fine of two hundred fifty (\$250.00) dollars and a denial of Port use privileges. If the Port of Bethel or the City is required to provide personnel for the purpose of checking freight on or off any vessel at any Port facility, the master, owner, agent, or operator of said vessel shall be charged the

hourly man-hour labor rate for Port personnel established under Section 2, Item 207 of the Bethel Tariff.

14.05.190 Sunken or Obstructive Boats

When any vessel or watercraft or obstruction has been sunk or grounded, or has been delayed in such manner as to stop or seriously interfere with or endanger navigation, moored boats or any harbor vessels, the Port Director may order the same immediately removed, and if the owner or other person in charge thereof after being so ordered does not proceed immediately with such removal the Port Director may take immediate possession thereof and remove the vessel or watercraft or obstruction, using such methods as in the Port Director's judgment will prevent unnecessary damage to such vessel or watercraft or obstruction, and the expense incurred by the Port Director in such removal shall be paid by such vessel or watercraft or obstruction or the owner or other person in charge thereof; and in case of failure to pay the same, the City may maintain an action for the recovery thereof.

14.05.200 Smoking Prohibited

No person may smoke while on Port Facilities. A person in violation of this section shall be required to leave the area and may be fined.

14.05.210 Fishing Prohibited

Fishing from the Petroleum Dock and the City Cargo Dock is prohibited.

14.05.220 Loading or Unloading Explosives

- A. No explosive may be transported between the dock or seawall and vessel except with the permission of and pursuant to safety conditions imposed by the Port Director. A special permit shall be obtained from the Port Director before any explosives are placed on a Port Facility.
- B. Upon the written permission of the Port Director, explosives may be transported only between the hours of 6:00 a.m. and 6:00 p.m. A safety watch shall be maintained at the expense of the cargo owner while explosives are being transported.
- C. If the transportation of explosives cannot be completed between the hours of 6:00 a.m. and 6:00 p.m., the person in charge or control of the vessel shall cause such vessel to haul away from the dock or seawall and anchor in such part of the Port as may be designated by the Port Director until such time as the activity may continue under this section.
- D. A red flag shall be displayed as a danger signal at the fore topmast head of the vessel while explosives are being transported between a vessel and the wharf.

14.05.230 Fires, Welding Activities

- A. Bonfires and open fires are prohibited at the Port.
- B. No person may leave a fire or flame unattended aboard a vessel in the Port of Bethel.

- C. No person may store, deposit or leave on any float, dock or other Port of Bethel Facility any gasoline, lubricating oil or other combustible liquid of any nature or description, except for temporary purposes in conjunction with the loading or unloading of a vessel.
- D. No person may bring welding equipment or engage in welding activity on Port Facilities without prior written permission from the Port Director.
- E. A person using a torch or other flame-producing device in or upon any vessel, dock, float or other Port of Bethel Facility shall provide and have immediately available for use an approved fire extinguisher adequate for suppressing any fires that may result from the use of the flame producing device.
- F. No person shall ignite or detonate fireworks within the boundaries of the Port of Bethel except by permit from the Port Director and Fire Chief.

14.05.240 Petroleum Products

- A. It is unlawful for any vessel owner or owner's agent or any other person to spill or allow to be spilled any petroleum product within the Port of Bethel.
- B. All vessels moored in the Port of Bethel shall be required to have aboard them at all times absorbent materials designed to soak up petroleum products.
- C. Any person having knowledge of a petroleum spill within the Port of Bethel shall immediately report such spill to the Port Director, US Coast Guard or the Police Department (in that order).

14.05.250 Loading or Unloading Petroleum Products

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

14.05.260 Depositing Cargo or Other Property without Permission

No person may deposit cargo, merchandise, equipment, tools or other property upon any area of the Port without the permission of the Port Director or the lessee of that area of the Port.

14.05.270 Speed Limits

- A. No person shall operate, or allow the operation by a person under his or her supervision or in her or his behalf, a boat, vessel or an aircraft in any area within 250 feet of the Port at a speed in excess of five nautical miles per hour.
- B. This section shall be effective only at such times as there are commercial boats over 150 feet in length and regularly engaged in the transport of persons, either tied up at the Port or riding at anchor in the harbor within one mile of the Port.
- C. Any person violating the provisions of this section is guilty of an infraction.

14.05.280 Safety Ladders

- A. Mooring to safety ladders is prohibited.
- B. Mooring in a manner that blocks safety ladders in unassigned areas is prohibited.

14.05.290 Seawall Fence

- A. Damaging, tampering with or removing of life rings is prohibited.
- B. Removal of the seawall fence for access to moored vessels may only be done with the permission of the Port Director.
- C. Replacement of the seawall fence is the responsibility of the permit holder, and must be replaced whenever the vessel is not at its mooring space.
- D. The permit holder is responsible for damage to the seawall fence at the assigned space for the period of the permit.
- E. No modifications to the seawall fence is permitted without the approval of the Port Director, and the fence must be restored to its original form at the end of the period of the permit, unless otherwise authorized by the Port Director.

14.05.300 Tampering with the Facilities

- A. No person may tap, connect, disconnect, or interfere with any water outlet, water pipe, water connection, telephone equipment, electrical outlet, or electrical device maintained or operated by the City in the Bethel Port without first obtaining the permission of the Port Director.
- B. No person may remove, alter, damage, or interfere with any wharf, float, gangplank, ramp, or any other Port Facility operated by the City.

14.05.310 Violation/Penalties

- A. Violation of any provision of this Title is an infraction subject to a fine. In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the court. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is

found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below. If an offense is not listed on this fine schedule or another fine schedule, the defendant must appear in court to answer to the charges. These fines may not be judicially reduced.

<u>Violation</u>	<u>Code Section</u>	<u>Fine</u>
<u>Failure to Register Vessel</u>	<u>14.05.010</u>	<u>\$300</u>
<u>Improper/Incomplete Vessel Registration</u>	<u>14.05.010</u>	<u>\$150</u>
<u>Mooring, Berthing, Attaching, etc., w/o Registration</u>	<u>14.05.020</u>	<u>\$350</u>
<u>Failure to present US Coast Guard Documentation</u>	<u>14.05.020(C)</u>	<u>\$150</u>
<u>Failure to provide necessary information for registration</u>	<u>14.05.020(C)</u>	<u>\$150</u>
<u>Failure to timely notify Port Director of change of ownership</u>	<u>14.05.020(C)</u>	<u>\$200</u>
<u>Failure to timely enter into new mooring agreement after change of ownership</u>	<u>14.05.020(C)</u>	<u>\$300</u>
<u>Mooring where prohibited</u>	<u>14.05.020(D)</u>	<u>\$150</u>
<u>Making False Statement</u>	<u>14.05.020(F)</u>	<u>\$750</u>
<u>Providing Inaccurate information in a vessel mooring agreement or application</u>	<u>14.05.020(F)</u>	<u>\$750</u>
<u>Failure to respond or denial of association with vessel</u>	<u>14.05.020(G)</u>	<u>\$750</u>
<u>Subleasing Moorage Space</u>	<u>14.05.020(H)</u>	<u>\$500</u>
<u>Allowing another to use moorage space</u>	<u>14.05.020(H)</u>	<u>\$250</u>
<u>Mooring in undesignated space</u>	<u>14.02.030(B)</u>	<u>\$200</u>
<u>Improperly securing vessel</u>	<u>14.02.030(C)</u>	<u>\$250</u>
<u>Inadequate bumpers</u>	<u>14.02.030(D)</u>	<u>\$350</u>
<u>Placement of mooring bits without authorization</u>	<u>14.02.030(E)</u>	<u>\$300</u>
<u>Mooring alongside another moored watercraft without authorization</u>	<u>14.02.030(F)</u>	<u>\$300</u>
<u>Improper use of floating dock</u>	<u>14.02.030(G)</u>	<u>\$250</u>
<u>Floatplane moored at floating dock or Port Facility</u>	<u>14.02.030(I)</u>	<u>\$500</u>
<u>Unauthorized storage of hazardous or explosive freight/material</u>	<u>14.02.030(J)</u>	<u>\$1000</u>
<u>Improper use of Floating docks by small vessels</u>	<u>14.02.030(K)</u>	<u>\$200</u>
<u>Refueling or while moored at a Port Facility</u>	<u>14.02.030(L)</u>	<u>\$1000</u>
<u>Improper use/handling of hazardous materials or fuel by small vessel</u>	<u>14.05.030(L)</u>	<u>\$1000</u>
<u>Improper refueling of vessels</u>	<u>14.05.030(M)</u>	<u>\$1000</u>
<u>Mooring more than 1 vessel per stall</u>	<u>14.05.060</u>	<u>\$500</u>
<u>Allowing another vessel to moor alongside</u>	<u>14.05.060(B)</u>	<u>\$500</u>
<u>Refusal to move vessel at direction of Port Director</u>	<u>14.05.110</u>	<u>\$1000</u>

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<u>Operation of Commercial Business w/o Consent</u>	<u>14.05.120</u>	<u>\$1000</u>
<u>Unauthorized Houseboat</u>	<u>14.05.130</u>	<u>\$1000</u>
<u>Failure to keep vessel reasonably clean & sanitary</u>	<u>14.05.160(1)</u>	<u>\$150</u>
<u>Failure to use reasonable precautions to keep vessel free of fire hazards</u>	<u>14.05.160(2)</u>	<u>\$300</u>
<u>Failure to keep vessel secure</u>	<u>14.05.160(3)</u>	<u>\$250</u>
<u>Failure to use adequate precautions to safeguard moveable gear and tackle</u>	<u>14.05.160(4)</u>	<u>\$150</u>
<u>Failure to supply and/or use adequate fender</u>	<u>14.05.160(5)</u>	<u>\$500</u>
<u>Use of unauthorized bumpers</u>	<u>14.05.170</u>	<u>\$500</u>
<u>Incomplete Manifests</u>	<u>14.05.180</u>	<u>\$250</u>
<u>Untimely Manifests</u>	<u>14.05.180</u>	<u>\$250</u>
<u>Manifests not certified</u>	<u>14.05.180</u>	<u>\$250</u>
<u>Manifests improperly certified</u>	<u>14.05.180</u>	<u>\$250</u>
<u>Failure to timely remove sunken or obstructive vessel</u>	<u>14.05.190</u>	<u>\$1000</u>
<u>Smoking on Port Facility</u>	<u>14.05.200</u>	<u>\$150</u>
<u>Fishing in prohibited area</u>	<u>14.05.210</u>	<u>\$150</u>
<u>Improper Loading/Unloading of Explosives</u>	<u>14.05.220</u>	<u>\$1000</u>
<u>Failure to obtain proper authorization for transport of explosives</u>	<u>14.05.220(A)</u>	<u>\$1000</u>
<u>Failure to obtain proper permit prior to placing explosives on any Port Facility</u>	<u>14.05.220(A)</u>	<u>\$1000</u>
<u>Transporting explosives during non-designated hours</u>	<u>14.05.220(B)</u>	<u>\$1000</u>
<u>Failure to maintain a safety watch while explosives are being transported</u>	<u>14.05.220(B)</u>	<u>\$1000</u>
<u>Failure to haul away from Port</u>	<u>14.05.220(C)</u>	<u>\$1000</u>
<u>Failure to or improper display of red flag</u>	<u>14.05.220(D)</u>	<u>\$750</u>
<u>Bonfire or open fire on Port Facility</u>	<u>14.05.230(A)</u>	<u>\$500</u>
<u>Leaving a fire or flame unattended</u>	<u>14.05.230(B)</u>	<u>\$750</u>
<u>Storing, depositing or leaving gasoline, lubricating oil or other combustible liquid</u>	<u>14.05.230(C)</u>	<u>\$1000</u>
<u>Bringing or engaging in welding activity without consent</u>	<u>14.05.230(D)</u>	<u>\$1000</u>
<u>Using torch or other flame-producing device without proper fire suppression</u>	<u>14.05.230(E)</u>	<u>\$1000</u>
<u>Igniting fireworks within the boundaries of the Port without a permit</u>	<u>14.05.230(F)</u>	<u>\$1000</u>
<u>Spilling or allowing a spill of any petroleum product</u>	<u>14.05.240(A)</u>	<u>\$1000</u>
<u>Failure to have absorbent materials aboard a vessel</u>	<u>14.05.240(B)</u>	<u>\$700</u>
<u>Failure to report a petroleum spill</u>	<u>14.05.240(C)</u>	<u>\$1000</u>

<u>Loading or unloading petroleum or distillate without permission</u>	<u>14.05.250(A)</u>	<u>\$1000</u>
<u>Possession of acids, coal oil, gasoline, distillate, etc. on a wharf without permission</u>	<u>14.05.250(B)</u>	<u>\$1000</u>
<u>Hauling alongside a vessel while loaded with oil with a flash below 110 degrees Fahrenheit</u>	<u>14.05.250(C)</u>	<u>\$1000</u>
<u>Depositing cargo or other property without permission</u>	<u>14.05.260</u>	<u>\$250</u>
<u>Basic Speed</u>	<u>14.05.270</u>	<u>\$150</u>
<u>Mooring to a safety ladder</u>	<u>14.05.280(A)</u>	<u>\$100</u>
<u>Mooring in a manner that blocks a safety ladder</u>	<u>14.05.280(B)</u>	<u>\$250</u>
<u>Damaging, tampering with or removing life ring</u>	<u>14.05.290(A)</u>	<u>\$300</u>
<u>Removal of seawall fence without permission</u>	<u>14.05.290(B)</u>	<u>\$500</u>
<u>Modification of seawall fence without permission</u>	<u>14.05.290(E)</u>	<u>\$500</u>
<u>Tampering with Port Facilities</u>	<u>14.05.300</u>	<u>\$500</u>

Each day that a violation occurs is considered a separate offense.

14.06 Tariff

14.06.010 Adoption of Tariff

14.06.020 Payments

14.06.010 Adoption of Tariff

The rates, charges, rules and regulations for wharfage, terminal storage, demurrage and other terminal services and privileges are set forth in the Bethel Port and Harbor Tariff as filed with the Federal Maritime Commission. The Bethel Port and Harbor Tariff may be amended from time to time by resolution of the City Council.

14.06.020 Payments

- A. All tariff charges are due and payable in United States currency. Failure to pay invoices when due shall place the vessel, its owners or agents or the user of the Port Facilities upon a delinquent list. A vessel whose owner or agents have been placed on the delinquent list shall not be allowed to utilize the Port Facilities until all past-due balances and late charges have been paid in full. When a vessel has been placed on the delinquent list, the past-due balance shall accrue a late charge at the rate of eighteen (18%) percent per annum on the unpaid balance.
- B. No vessel may leave the Port before payment of all tariff charges incurred by that vessel, and such cargo as was discharged from or loaded upon that vessel, has been tendered to the Port Director, or such alternative arrangements as are satisfactory to the Port Director have been made.

- C. An owner, shipper, consignee or agent for cargo discharged from or loaded upon a vessel shall pay the tariff charges incurred with respect to that cargo. Payment shall be made before such cargo leaves the Port.

14.07 Small Boat Harbor

- 14.07.010 Administration and Government of Harbor Facilities
- 14.07.020 Small Boat Harbor Defined
- 14.07.030 Conducting Transactions
- 14.07.040 Duties of Boat Owners and Operators
- 14.07.050 Vessel Restrictions
- 14.07.060 Securing of Auxiliary Vessels
- 14.07.070 Float Bumpers
- 14.07.080 Launch Ramp
- 14.07.090 No Wake Zone
- 14.07.100 Recreational Water Activity
- 14.07.110 Responsibility for Children
- 14.07.120 Cleaning Fish/Game
- 14.07.130 Garbage Facilities
- 14.07.140 Acts Requiring Port Director Approval
- 14.07.150 Prohibited Acts
- 14.07.160 Unlawful Disposal
- 14.07.170 Revocation of Privileges
- 14.07.180 Violation/Penalties

14.07.010 Administration and Government of Harbor Facilities

The small boat harbor facilities shall be under the administration of the Port Director who shall have the authority to classify and designate areas of the small boat harbor in accordance with the classifications of this title.

14.07.020 Small Boat Harbor Defined

The area of the Small Boat Harbor is outlined in Area B of Plat #82-13, filed on at the Recorder's Office in the Fourth Judicial District at Bethel, Alaska. The Small Boat Harbor includes, but may not be limited to, the entire channel, the turning basin and the moorage basin.

14.07.030 Conducting Transactions

All registration of boats, payments of fees, charges, and other port facilities business shall be conducted at the Port Office.

14.07.040 Duties of Small Boat Harbor Users

- A. Every boat owner using the small boat harbor facilities shall take reasonable precautions to see that their boat is kept clean, well secured, free from fire hazards

of all types, sufficiently pumped out to float and otherwise attend to the requirements of the boat to avoid damage to other boats or to the small boat harbor.

- B. The Port Director may, but is not obligated to, replace defective mooring lines, pump out boats which are in danger of sinking, or move any boat which may be creating a hazard to other boats or the small boat harbor facilities. The boat owner shall pay the city's actual costs for these services.
- C. Any person moving a boat they do not own shall report to the Port Director where the boat was moved from and where the boat has been moved to.
- D. Any person having knowledge of a petroleum spill within the Port Facilities shall immediately report such spill to the Port Office; if the Port Office is closed, the spill shall be reported to the Police Department.

14.07.050 Vessel Restrictions

- A. No person may operate a vessel in the small boat harbor which has an overall length, beam, or draft in excess of that which may be safely operated within the harbor under tidal and other conditions present. A person who operates within the small boat harbor a vessel which exceeds or may exceed the limits for safe operations shall do so at the operator's own risk.
- B. No person may operate a vessel within the waterway which does not meet all applicable requirements of the United States Coast Guard.
- C. No person may operate a vessel with an outboard or inboard motor that is not equipped with an adequate exhaust muffler.
- D. No person shall bring into, moor or berth within the Port Facilities any boat which his unseaworthy or is in such a badly deteriorated condition that it is liable to sink or damage Port Facilities or other boats or which may become a menace to navigation, except in cases of extreme emergency, in which case the boat owner shall be liable for any damage caused by such boat. In the event a boat sinks within the Port Facilities, the boat owner shall mark its location and provide for the raising and disposition of the boat and assume all liabilities for damage to city property and other boats in the Port Facilities.
- E. No vessels will be allowed to be more than one (1) beam's width from the dock.

14.07.060 Security of Auxiliary Vessels

No person may tie or attach a skiff, scow, raft, or any other auxiliary craft alongside, astern, or ahead of a vessel moored within the small boat harbor if such auxiliary craft will obstruct or interfere with the normal movement of any vessel or be likely to cause rubbing or chafing damage to any other vessel.

14.07.070 Float Bumpers

No person may utilize in the small boat harbors float bumpers that are attached, permanently or temporarily, to the float facilities made from used tires, old fire hose, or similar materials.

14.07.080 Launch Ramp

- A. The City boat launch facility shall be open to the public.
- B. The City of Bethel launching facilities shall be open to the public upon reasonable terms and conditions as provided by regulation.
- C. It is unlawful to block access to either of the launch ramps or float facilities.
"Blocking access" means leaving a boat, trailer or vehicle upon a launch ramp or float in such a position as to prevent the launching or retrieval of boats.
- D. Persons blocking access to the ramp or float facilities shall be subject to a penalty as provided in section 14.07.170. Each one (1) hour for which the ramp or float is blocked shall be considered a separate offense for the purpose of penalties.
- E. No person may utilize skids for the purpose of hauling out any boat. Trailers or other wheeled conveyances shall be used for launching or hauling out boats.
- F. Boats may be hauled out only on the boat harbor loading ramp and only by using a trailer or other wheeled conveyance.
- G. No boat shall block or be moored in any area designated by the Port Director as a launching area any longer than necessary for launching/hauling out the boat.
- H. Short term parking is available for trailers.
- I. Long term parking is available in designated areas and requires a fee as set out in the Bethel Fee and Rate schedule.
- J. Vehicles and boat trailers must be removed from the launching areas after the boat has been launched and parked only in areas designated and posted as parking areas. Vehicles and boat trailers parked in areas not designated and posted as parking areas may be removed and impounded.

14.07.090 No Wake Zones

- A. The Port Director is authorized to establish no wake zones within the Bethel Small Boat Harbor as needed to protect the public and private property, and or public safety.
- B. No wake zones may be established on a temporary or permanent basis.
- C. Established no wake zones shall be marked with appropriate signage in a manner to provide reasonable public notice.
- D. A violation of this section shall be punishable as provided in BMC 4.07.170.

14.07.100 Recreational Water Activity.

- A. It is unlawful for any person to engage within the Small Boat Harbor in any recreational activity in which the body of the person comes into physical contact with water, including, but not limited to, swimming, wind surfing, paddle boarding or diving, unless written application is made and permission is obtained in advance from the Port Director.
- B. Upon notification to the Port Director it shall be lawful for a person to engage within the Small Boat Harbor in the activity of diving unless the purposes for which the dive is being conducted are related:

1. To the inspection, maintenance or repair of any vessel moored within the Small Boat Harbor, or of any equipment attached thereto; or
2. To the inspection, maintenance, repair, construction or improvement of Small Boat Harbor facilities. All divers shall prominently display a diver's-down flag in the area in which the diving occurs with a minimum size of twelve inches by twelve inches. No diver shall be submerged below the surface of the water without providing an observer at the surface. All divers shall observe all appropriate diving safety precautions.

14.07.110 Responsibility for Children

No parent or other adult person responsible for the care or custody of any child under the age of sixteen (16.) years may permit that child to be on or near any dock or float within the Small Boat Harbor unless accompanied by an adult.

14.07.120 Cleaning Fish/Game

It is unlawful to dispose of any fish or other animal, or waste parts of fish or other animal, into the Bethel harbor system waters, so as to not attract birds which create a hazard with aircraft.

14.07.130 Garbage Facilities.

Objects too large to fit into the trash dumpster(s) located at the Small Boat Harbor shall be disposed of at the City Landfill by the owner at his/her own expense.

14.07.140 Acts Requiring Port Director Approval

The following acts are prohibited at the small boat harbor without the approval of the port director:

- A. Major maintenance and repair work, including but not limited to sandblasting, welding, burning and outfitting;
- B. Tapping, connecting, disconnecting, or interfering or tampering with electrical outlets, meters or devices installed within the small boat harbor facility;
- C. Building any type of float, shed, floating boat shelter, or structure within the small boat harbor;
- D. Moving or altering any wharf, float, gang plank, ramp or other facility;
- E. Conducting any commercial business within the small boat harbor.
- F. Storing of supplies, merchandise or other property of boat owners. Such storage, if approved, shall be limited to assigned space which shall only be granted after payment of appropriate storage fees.

14.07.150 Prohibited Acts

It is unlawful for any owner, master, operator or managing agent or other person to commit any of the following acts within the small boat harbor:

- A. To operate or cause to be operated any boat in a reckless manner and in willful and wanton disregard for the safety of persons or property within the limits of the boat harbor.

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- B. To operate or cause to be operated any boat in a negligent manner likely to endanger the safety of persons or property, within the limits of the boat harbor.
- C. To operate any boat in a manner which shall unreasonably or unnecessarily interfere with other watercraft or vessels or with the free and proper navigation of the waterways of the boat harbor.
- D. To operate or cause any boat to be operated recklessly or otherwise engage in a course of conduct that is dangerous or a nuisance to persons or property;
- E. Throw or otherwise cause to be deposited any gasoline, oil, sewage, trash, garbage or debris of any type into the water's entrance or upon the grounds of the small boat harbor.
- F. Create, become or maintain any nuisance.
- G. To leave any boat, vessel or floating structure moored at any of the boat harbor facilities unattended while any fire is burning thereon, unless such fire is in a range, stove, space heater or furnace. The fuel flow to such range, stove, space heater or furnace shall not be controlled by a drip-valve carburetor, but rather by a safe control of a type approved by the port director. Any fire shall be deemed unattended unless the owner or operator is within 100 feet of the boat, or some person over the age of 18 years and capable of moving the boat or vessel is aboard or within 100 feet of the same.
- H. To deposit, place, or leave any cargo, merchandise, supplies, freight, articles or other objects upon any float, ramp, decline, walk or other public place in the boat harbor excepting at such places as may be designated as loading and unloading spaces by the Port Director. Materials used in repairing or rebuilding boats shall not be stored on any float or dock.
- I. To tap, connect, disconnect, interfere with or tamper with any water outlet, water pipe, water connection or any electrical wiring, electrical outlet or electrical device of any kind, installed or maintained in the boat harbor, without first having obtained the permission of the Port Director; or to interfere with or tamper with any wharf, float, gangplank, ramp or any other facility of the boat harbor.
- J. To write or post any written or printed matter or sign upon any bulletin board constructed or maintained by the City in the boat harbor without first having obtained permission of the Port Director. To disregard, deface, remove, tamper with, or damage any sign or notice posted by the Port Director.
- K. Fail to register with the Port Director any boat prior to occupying the Small Boat Harbor facilities.
- L. To land an aircraft or float plan, operate either within, or cause an aircraft or float plan to take off from the Small Boat Harbor or the entrance thereto.
- M. Pump bilge water into the Small Boat Harbor.
- N. To erect, place, post or maintain any advertising matter, sign or other printed matter other than legal notices on any part of the boat harbor facilities, without approval thereof first being obtained from the assembly. All unauthorized advertising and signs shall be removed by the port director.

- O. To disregard, deface, remove, tamper with or damage any sign or notice posted or erected by the port director relating to the use of mooring areas or other uses of the boat harbor.
- P. To moor or anchor any boat, vessel or other floating structure within 200 feet of any of the float, dock facilities or entrances or exits of the boat harbor in such a manner as to obstruct access to the boat harbor or its float and dock facilities.
- Q. To install or secure to any float, dock or stall, either permanently or temporarily, any bumper other than standardized pre-molded rubber or vinyl bumpers of a commercial manufacturer approved by the port director.
- R. To conduct any commercially oriented business enterprise at the boat harbor facilities unless specifically authorized as provided under this title. Preparation and repair of a commercial fishing boat or its gear and the pick-up and discharge of charter passengers by boats or aircraft renting space in the boat harbor is not conduct of a commercially oriented business within the meaning of this subsection.
- S. To allow dog(s) or any other animal to run at large. Dog(s) shall be on a leash and accompanied by the owner who shall be responsible for removing any offal left by the animal. To allow or permit any dog or animal to be tethered or restrained to any part of a float, or to permit any dog to urinate or defecate on the floats. Only the dogs of owners of boats legally moored in the harbor, or the dogs of the guests of such boat owners, shall be permitted on the floats, but then only when on a leash and for such minimum time as is necessary to go between the boat and shore.
- T. Operate on any wharf or float any wheeled conveyance including, but not limited to, three (3) wheelers, motorcycles, bicycles, tricycles, in or on which a person or persons is carried or transported, with the exception of wheelchairs, and those conveyances used only to transport provisions to and from the boat.
- U. Dump any offal or refuse within the Small Boat Harbor or in such close proximity as to cause overflow or drift of such material into the Small Boat Harbor or the entrance thereto.
- V. Store any explosives, gasoline, or any other flammable substance in drums, cans or other type of container within the Small Boar Harbor or a vessel located in the Small Boat Harbor facilities.
- W. Refuse to comply with any lawful order of the Port Director or his designee.

14.07.160 Unlawful Disposal

It is unlawful to:

- A. Dump garbage or trash into any boat harbor, harbor uplands or associated tidelands;
- B. Abandon or leave old boats, hulks or wrecks within the Bethel harbor system;
- C. Spill, dump, discharge or in any other manner dispose of flammable waste such as gasoline, lubricating oil or other consumable liquids into any boat harbor, uplands or associated tidelands; and

D. Leave or dispose of spoiled fish, bait or gear on the City floats. Vessel owners will tend to their gear promptly. Any failure to provide necessary cleanup action will be considered a nuisance.

14.07.170 Revocation of Privileges

Small boat harbor privileges will be revoked in the event of the default in the performance of any obligation or failure to comply with any ordinance or regulation of the small boat harbor. Small boat harbor privileges may be revoked by the port director if the noncompliance continues for a period of thirty (30) days from the date a certified letter noticing the default is mailed to the permittee.

14.07.180 Violation/Penalties

Violation of any provision of this Title is an infraction subject to a fine. In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the court. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below. If an offense is not listed on this fine schedule or another fine schedule, the defendant must appear in court to answer to the charges. These fines may not be judicially reduced.

<u>Violation</u>	<u>Code Section</u>	<u>Fine</u>
<u>Boat unclean, unsafe or unsecure</u>	<u>14.07.030(A)</u>	<u>\$150</u>
<u>Boat contains fire hazard(s)</u>	<u>14.07.030(A)</u>	<u>\$500</u>
<u>Boat insufficiently pumped out to float</u>	<u>14.07.030(A)</u>	<u>\$500</u>
<u>Failure to attend to requirements of boat</u>	<u>14.07.030(A)</u>	<u>\$200</u>
<u>Failure to report movement of non-owned boat</u>	<u>14.07.030(C)</u>	<u>\$500</u>
<u>Failure to report petroleum spill</u>	<u>14.07.030(D)</u>	<u>\$250</u>
<u>Operation of vessel exceeding safety limits</u>	<u>14.07.040(A)</u>	<u>\$500</u>
<u>Operating vessel not meeting US Coast Guard requirements</u>	<u>14.07.040(B)</u>	<u>\$250</u>
<u>Operating vessel with inadequate exhaust muffler</u>	<u>14.07.040(C)</u>	<u>\$150</u>
<u>Bringing unseaworthy vessel into SBH</u>	<u>14.07.040(D)</u>	<u>\$250</u>
<u>Failure to mark sunken vessel or object</u>	<u>14.07.040(D)</u>	<u>\$1000</u>
<u>Failure to timely mark sunken vessel or object</u>	<u>14.07.040(D)</u>	<u>\$500</u>
<u>Failure to properly mark sunken vessel or object</u>	<u>14.07.040(D)</u>	<u>\$500</u>
<u>Vessel more than on beam width from dock</u>	<u>14.07.040(E)</u>	<u>\$100</u>

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<u>Securing alongside, astern or ahead of moored vessel</u>	<u>14.07.050</u>	<u>\$250</u>
<u>Utilizing improper float bumpers</u>	<u>14.07.060</u>	<u>\$150</u>
<u>Blocking access to launch ramps</u>	<u>14.07.070(C)</u>	<u>\$100</u>
<u>Blocking access to float facilities</u>	<u>14.07.070(C)</u>	<u>\$100</u>
<u>Use of skids for hauling out of vessel</u>	<u>14.07.070(E)</u>	<u>\$175</u>
<u>Failure to properly haul out vessel</u>	<u>14.07.070(F)</u>	<u>\$175</u>
<u>Blocking launching area</u>	<u>14.07.070(G)</u>	<u>\$100</u>
<u>Failure to timely remove vehicle and/or boat trailer from launching area</u>	<u>14.07.070(J)</u>	<u>\$150</u>
<u>Basic Speed (No Wake Zone)</u>	<u>14.07.080</u>	<u>\$125</u>
<u>Swimming, wind surfing, other recreational activity in small boat harbor</u>	<u>14.07.090</u>	<u>\$200</u>
<u>Diving without permission</u>	<u>14.07.090</u>	<u>\$250</u>
<u>Improper care or custody of child(ren)</u>	<u>14.07.100</u>	<u>\$200</u>
<u>Improper disposal of fish/game</u>	<u>14.07.110</u>	<u>\$175</u>
<u>Improper trash disposal</u>	<u>14.07.120</u>	<u>\$100</u>
<u>Major maintenance/repair without authorization</u>	<u>14.07.130(A)</u>	<u>\$500</u>
<u>Interfering with or utilizing electrical devices without authorization</u>	<u>14.07.130(B)</u>	<u>\$750</u>
<u>Building float, shed, or other structure without authorization</u>	<u>14.07.130(C)</u>	<u>\$250</u>
<u>Moving or altering wharf, float, or other facility without authorization</u>	<u>14.07.130(D)</u>	<u>\$300</u>
<u>Conducting unauthorized commercial business</u>	<u>14.07.130(E)</u>	<u>\$500</u>
<u>Unauthorized storage</u>	<u>14.07.130(F)</u>	<u>\$100</u>
<u>Operate vessel is reckless, negligent or dangerous manner</u>	<u>14.07.140(B)(C)(E)</u>	<u>\$500</u>
<u>Unreasonable or unnecessary interference</u>	<u>14.07.140(D)</u>	<u>\$500</u>
<u>Improper disposal</u>	<u>14.07.140(F)</u>	<u>\$750</u>
<u>Nuisance</u>	<u>14.07.140(G)</u>	<u>\$250</u>
<u>Unattended Fire</u>	<u>14.07.140(H)</u>	<u>\$1000</u>
<u>Unattended Cargo</u>	<u>14.07.140(I)</u>	<u>\$200</u>
<u>Interfering or unauthorized use of utility</u>	<u>14.07.140(J)</u>	<u>\$750</u>
<u>Unauthorized use of bulletin board</u>	<u>14.07.140(K)</u>	<u>\$25</u>
<u>Failure to register</u>	<u>14.07.140(L)</u>	<u>\$150</u>
<u>Land aircraft</u>	<u>14.07.140(M)</u>	<u>\$500</u>
<u>Pumping bilge water into Small Boat Harbor</u>	<u>14.07.140(N)</u>	<u>\$500</u>
<u>Unauthorized advertisements</u>	<u>14.07.140(O)</u>	<u>\$50</u>
<u>Deface, remove, tamper with or damage signs or notices</u>	<u>14.07.140(P)</u>	<u>\$75</u>
<u>Moor or anchor within 200 feet</u>	<u>14.07.140(Q)</u>	<u>\$100</u>

Introduced by: Port Commission
 Introduction Date: March 28, 2017
 Public Hearing: April 11, 2017
 Action:
 Vote:

<u>Improper installation or securing of bumper</u>	<u>14.07.140(R)</u>	<u>\$75</u>
<u>Unauthorized commercial business</u>	<u>14.07.140(S)</u>	<u>\$450</u>
<u>Animal at large</u>	<u>14.07.140(T)</u>	<u>\$50</u>
<u>Failure to properly dispose of animal waste</u>	<u>14.07.140(T)</u>	<u>\$50</u>
<u>Operating wheeled conveyance on a float</u>	<u>14.07.140(U)</u>	<u>\$150</u>
<u>Improper disposal of offal or refuse</u>	<u>14.07.140(V)</u>	<u>\$350</u>
<u>Improper storage of hazardous or flammable materials</u>	<u>14.07.140(W)</u>	<u>\$350</u>
<u>Refusal to comply with order of Port Personnel</u>	<u>14.07.140(X)</u>	<u>\$400</u>
<u>Improper refuse disposal</u>	<u>14.07.150</u>	<u>\$300</u>
<u>Abandoning vessel or property</u>	<u>14.07.150(B)</u>	<u>\$200</u>
<u>Improper disposition or handling of hazardous or flammable waste</u>	<u>14.07.150(C)</u>	<u>\$500</u>
<u>Improper handling or disposition of fish, bait or gear</u>	<u>14.07.150(D)</u>	<u>\$200</u>

Each day that a violation occurs is considered a separate offense.

14.08 Nuisances

14.08.010 Nuisances Declared – Removal

14.08.020 Abatement

14.08.030 Custody of Nuisances

14.08.040 Notice

14.08.050 Post-Removal Hearing

14.08.010 Nuisances Declared - Removal

A. *Derelicts.* For the purposes of this Title and in the interest of the greatest use of the Facilities of the Port Facilities and the municipal waters by the general public, a vessel is a nuisance if:

1. The vessel is in violation of the parking, mooring or traffic regulations of the Port of Bethel;
2. Any rent, fee or charge due to the City for the vessel has not been paid within ninety (90) days of the rent, fee or charge due date;
3. The vessel is not properly identified by name and/or number and the owner, operator or agent is not on board;
4. The vessel causes an obstruction to navigation;
5. The vessel is unfit, unseaworthy or maintained in such a manner as to make it liable to sink for lack of being pumped or other maintenance;
6. The vessel is unqualified under the provisions of BMC 14.05.100 (Safe Condition of Vessel);
7. The vessel constitutes a fire hazard; or
8. The vessel is sunken or is in imminent danger of sinking.

B. *Other nuisances.*

1. Refuse of all kinds, structures or pieces of any structure, dock sweepings, dead animals or parts thereof, timber, logs, piles, broom sticks, lumber, boxes, paint, empty containers and oil of any kind floating uncontrolled on the water, and all other substances or articles of a similar nature are hereby declared to be public nuisances, and it shall be unlawful for any person to throw or place in or cause or permit to be thrown, or placed any of the articles or substances named in this subsection in the Port Facilities or the municipal waters, or upon the shores thereof or in such position that the article or substance may or can be washed into said Port Facilities or municipal waters, either by high tides, storms, floods or otherwise.
 2. Nets, gear, and other material left on any float or dock for more than ninety-six (96) hours is hereby declared a nuisance.
- C. Any person causing or permitting the nuisances to be placed as provided in this subsection shall remove the same and upon his or her failure to do so, the same may be removed or caused to be removed by the Port Director. When the Port Director has authorized such nuisances to be removed or stored commercially, all costs of such commercial removal or storage shall be paid by and recoverable from the person creating said nuisance. The abatement of any such public nuisances shall not excuse the person responsible therefore from prosecution under this section.
- D. Upon the Port Director's written determination that a nuisance described in subsections (A) or (B) of this section exist that constitute a clear and present danger to the public health, safety or general welfare, the nuisance may be summarily abated by the Port Director according to BMC 14.08.020 without prior notice.
- E. A vessel declared to be a nuisance is subject to abatement and removal from the Port of Bethel or other waterway by the City or its agents, without liability to the City or its agents for any damage done by virtue of the removal or for any of its consequences.
- F. Vessels or other property declared a nuisance under this chapter that do not constitute a clear and present danger to the public health, safety and general welfare may be moved, impounded or disposed or according to the procedure provided in BMC 14.10.

14.08.020 Abatement

- A. Nuisances described under this chapter constituting a clear and present danger to the public health, safety or general welfare may be summarily abated and are not subject to the notice requirements of BMC 14.08.040.... or the pre-impoundment hearing requirements of section 14.10.050(C). Nuisances constituting a clear and present danger to the public health, safety or general welfare are subject to the post-impoundment hearing requirements of 14.10.060.
- B. Vessels declared nuisances that do not constitute a clear and present danger to the public health, safety or general welfare may be removed, impounded and disposed of as provided in sections 14.08 through 14.10.

Introduced by: Port Commission
Introduction Date: March 28, 2017
Public Hearing: April 11, 2017
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Vote:

C. Other nuisances under this title may be impounded, disposed of by destruction, private sale or any other means deemed reasonable by the Port Director. The City holds no liability to the owner of the nuisance for the disposition of the nuisance.

14.08.030 Custody of Nuisances

The Port of Bethel shall not accept ownership or custody of sunken or derelict vessels or nuisance as declared under this title unless expressly accepted by the Port Director in writing.

14.08.040 Notice

When action is taken to impound, remove, or otherwise abate a nuisance vessel or property, notice of such action shall be placed on the vessel or property if possible, and within twenty-four (24) hours a copy of the notice shall be personally delivered or placed in the US mail addressed to the owner of the vessel or property. The notice shall include the following substantive provisions:

ATTENTION: The vessel _____ or _____ property has been impounded/removed/abated by the City of Bethel Port Director as a public nuisance for the following reasons:

As the owner of the vessel/property you have the following options (those that apply are checked):

The vessel/property has been impounded and you may recover possession of the vessel/property by paying to the person having custody of the vessel/property the towing, storage, and other charges that may have accrued. The vessel/property is at the following location:

The vessel/property has been removed and you may recover possession of the vessel/property at the following location:

The vessel/property has been destroyed. You may direct any inquiries to the City of Bethel Port Director.

The following action has been taken, and any option you may have is described below:

If you believe the vessel/property was improperly impounded, removed, or otherwise abated, you may:

- i. In the case of an impoundment, recover possession of the vessel by paying any towing, storage, or other charges that have accrued, and you may claim a refund or reimbursement by filing a demand (on a form provided by the City) for an administrative hearing before a hearing officer as to whether the Port Director had a sufficient factual and legal basis to impound the vessel; or
- ii. In the case of an impoundment, you may demand return of the vessel without paying the towing, storage, or other charges by filing a demand (on a form provided by the City) for an administrative hearing before a hearing officer as to whether the Port Director had a sufficient factual and legal basis to impound the vessel; or
- iii. You may in any other case file a demand (on a form provided by the City) for an administrative hearing before a hearing officer as to whether the Port Director had a sufficient factual and legal basis to impound, remove, or abate the vessel or property.

14.08.050 Post-Removal Hearing

- A. If demand is timely made, the owner or person entitled to possession of the vessel or property is entitled to an administrative hearing to determine whether there was a sufficient factual and legal basis for the action to impound, remove, or otherwise abate the item in question. To be entitled to such a hearing, a written demand must be filed with the City Clerk:
 1. Within five (5) workdays after you learned or reasonably should have learned that your vessel or property was impounded, removed, or otherwise abated or
 2. Within fifteen (15) workdays after the City mailed notice to the vessel/property owner of the action taken, whichever is earlier.
 3. If you fail to make a timely request for a hearing you will lose all right to challenge the sufficiency of the basis for the action taken.
- B. The hearing will be held within seven (7) calendar days after the filing of a written demand, not including Saturdays, Sundays and City holidays, unless the person demanding the hearing waives a speedy hearing.
- C. The hearing officer shall not be bound by formal rules of evidence. A copy of the Port Director's written determination that a public nuisance exists will constitute prima facie proof of a sufficient factual and legal basis for the action. The burden will be on the vessel owner to prove by a preponderance of the evidence that there was not sufficient factual or legal basis for impounding, removing, or otherwise abating the vessel or property.
- D. At the conclusion of the hearing, the hearing officer shall prepare a written decision, including the reasons for the decision. A copy of such decision shall be provided to the person demanding the hearing and the owner of the vessel or property. The hearing officer's decision in no way affects any criminal charges that may be

pending. The decision of the hearing officer is final and may only be appealed to the Superior Court.

- E. A determination by the hearing officer that there was not a sufficient factual or legal basis for the action taken will require the release of the vessel to the owner or other person entitled to possession without payment of the towing, storage, or the accrued charges, and will entitle the person to a refund or reimbursement by the City if the charges have already been paid. If the hearing officer determines there was a sufficient factual and legal basis for the action taken, the Port Director may proceed to dispose of the vessel by sale according to BMC 14.10.090 or the Port Director may destroy or otherwise dispose of the vessel or property without sale if he makes a good faith determination that the value of the vessel or property does not exceed the costs of towing, storage, sale, and other harbor charges accrued against the vessel or property.

14.09 Abandoned/Derelict Property

- 14.09.010 Abandoned/Derelict Property
- 14.09.020 Removal of Abandoned Property
- 14.02.030 Floating Objects
- 14.09.040 Lost, Abandoned or Stolen Property

14.09.010 Abandoned/Derelict Property

Any vessel or object in the Port of Bethel or in any waterway that is abandoned may be impounded, sold or otherwise disposed of as provided in 14.10. A vessel or object is considered abandoned if the owner, master, operator or managing agent has failed to register or pay moorage or service fees for the vessel or object as is required under this chapter.

14.09.020 Removal of Abandoned Property

Any nets, gear, tanks, lines and other property which is deposited, stored, or otherwise placed on any of the small boat harbor facilities or other Port Facilities without a permit for a period of twenty-four (24) hours is declared to be abandoned and a public nuisance and may be impounded, removed, sold or otherwise disposed of in the manner provided for in 14.10.

14.09.030 Floating Objects

All vessels, watercraft, logs, piling, building material, scows, houseboats or any other article of value found adrift in the waterways of the Port of Bethel may be taken in charge by the Port Director and may be subject to the reclamation by the owner thereof on the payment to the City of any expenses incurred by the City, and in case of a failure to reclaim within ninety (90) calendar days, may be sold or disposed of as abandoned property.

14.09.040 Lost, Abandoned or Stolen Property

The Port Director may assume custody of apparently lost, abandoned or stolen vessels or property found within all port facilities and shall dispose of it pursuant to section 14.10, except that the Port may recover the costs incurred by it for recovery and storage of the vessel or property, if any, from the proceeds of sale. If the vessel or property is timely claimed by the owner, the Port may require reimbursement for the costs incurred prior to releasing the property or vessel.

14.10 Impoundment

- 14.10.010 Authority to Impound
- 14.10.020 Effective Date of Impoundment
- 14.10.030 Securing Impounded Items
- 14.10.040 Storage Charges
- 14.10.050 Notice to Owner
- 14.10.060 Right to Post Impoundment Hearing
- 14.10.070 Deposit in Contested Cases
- 14.10.080 Notice of Sale
- 14.10.090 Sale
- 14.10.100 Other Disposition
- 14.10.110 Redemption
- 14.10.120 Interference with Impoundment Prohibited
- 14.10.130 Additional Remedies

14.10.010 Authority to Impound

A. The Port Director may impound a vessel that is in violation of this Title.

B. The Port Director may, pursuant to this section impound a boat by immobilizing it or removing or having it removed from the water and placed in City or commercial storage with all expenses and risks of haul-out and storage to be borne by the owner of such vessel or property.

14.10.020 Effective Date of Impoundment

An impoundment is effective when a written order of impoundment is placed on a vessel. An order of impoundment shall identify the vessel, state the reasons for impoundment, and be dated and signed by the Port Director or their authorized designee. An impounded vessel may be immediately towed or otherwise removed upon the order of the Port Director. Nothing in this section shall be construed to prevent the City from using alternatives to impoundment, including without limitation, removal or other means to abate an issue.

14.10.030 Securing Impounded Items

Any vessel or obstruction impounded by the Port Director shall be secured by chaining or otherwise mooring the same to a work float or other suitable stationary object or by removing, or having it removed, from the water and placed in City or commercial storage

with all expenses and risks of haul-out and storage to be borne by the owner or other person responsible for such vessel or obstruction.

14.10.040 Storage Charges

Any impounded vessel or the owner, master, operator or managing agent thereof, shall be subject to and liable for a storage charge set by the Port Commission and shall be subject to and liable for all costs incurred by the City by reason of the impounding or removal.

14.10.050 Notice to owner

- A. Except as provided in 14.08.010, the owner of a vessel or person entitled to possession of the vessel has the right to a pre-impoundment administrative hearing to determine whether there is probable cause to impound the vessel if the owner or person entitled to possession of the vessel files a written demand for a hearing with the Port Director within ten (10) calendar days of the notice required by this section being mailed.
- B. At least ten (10) calendar days prior to impounding any vessel or property, the City shall cause to be posted on the vessel or property, in the Port Director's office, the City Clerk's office and on the bulletin board at the entrance of the United States Post Office, notice of such action to be taken by the City. A copy of the notice shall be mailed to the owner, master or registered agent of the vessel at their last known address.
1. Contents of Notice. The notice of proposed impoundment or the notice of impoundment shall contain the following information:
- a) A description of the vessel or obstruction, its name and number, if any, and its location;
 - b) The name and address of the owner, if known;
 - c) The grounds for impoundment and, if the boat or obstruction has been impounded, the date of such impoundment;
 - d) Statement that if a written request for a hearing is filed with the Port Director at the Port Director's office within ten (10) calendar days after the completion of service of the notice, a hearing will be conducted within seven (7) calendar days to determine whether there is a cause to impound the boat or obstruction or, if the boat or obstruction has been impounded, whether the impound was proper under applicable local, state or federal law, ordinances, rules and regulations, unless the right to a hearing within such seven (7) day calendar day period is waived;
 - e) Statement that the right to a hearing shall be deemed waived if not timely requested as provided herein and statement that upon the waiver of the right to a hearing, the Port Director may proceed with impoundment and disposition of the vessel or obstruction by sale, destruction or other disposition as authorized by this Title;
 - f) The notice of proposed impoundment shall state that if the vessel or obstruction is impounded and is not redeemed within thirty (30) calendar

days after the date of service of notice of such proposed impoundment, title to the vessel or obstruction, and its contents, shall vest in the City and the vessel or obstruction, and its contents, will be sold or otherwise disposed of as provided in this Title;

- C. Pre-impoundment administrative hearing. As to any vessel or property proposed for impoundment pursuant to this chapter by or at the request of the City, its agents or employees, a person in lawful possession of the vessel or property has the right to a pre-impoundment administrative hearing to determine whether there is probable cause to impound the vessel or property if such person files a written demand, on forms so provided for such a hearing, with the City within ten (10) calendar days after such person has learned or reasonably should have learned such vessel or property will be impounded or within ten (10) calendar days after the mailing of the notice required by section 14.08.040 whichever occurs first.
- D. Conduct of hearing. A hearing shall be conducted before a hearing officer within seven (7) calendar days of receipt of a written demand therefore from the person seeking the hearing unless such person waives the right to a speedy hearing. The hearing officer shall be someone other than the person who will direct the impounding and storage of the vessel or property. The sole issue before the hearing officer shall be whether there is probable cause to impound the vessel or property in question. "Probable cause to impound" shall mean such a state of facts as would lead a person of ordinary care and prudence to believe that there was a breach of local, municipal, state, or federal law or regulations rendering the vessel or property subject to impoundment. The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. The person demanding the hearing shall carry the burden of establishing that such person has the right to possession of the vessel or property. The Port Director shall carry the burden of establishing that there is probable cause to impound the vessel or property in question. At the conclusion of the hearing, the hearing officer shall prepare a written decision. A copy of such decision and the reasons therefore shall be provided to the person demanding the hearing and the owner of vessel or property if such owner is not the person requesting the hearing. The hearing officer's decision in no way affects any civil proceeding in connection with the impoundment in question and any civil charges involved in such proceeding may only be challenged in the appropriate court. The decision of the hearing officer is final. Failure of the owner, operator, master, or managing agent to request or attend a scheduled pre-impoundment hearing shall be deemed a waiver of the right to such hearing.
- E. Determination of Probable Cause. The hearing officer shall only determine that as to the vessel or property in question either that there is probable cause to impound the vessel/property or that there is no such probable cause. In the event that the hearing officer determines that there is no probable cause, the hearing officer shall prepare and date a certificate of no probable cause, copies of which shall be given to the owner, operator, master or managing agent and to the Port Director. In the event that the hearing officer determines that there is probable cause, the hearing

officer shall prepare and date a certificate of probable cause, copies of which shall be given to the owner, operator, master or managing agent and the Port Director. Upon receipt of such certificate of probable cause, the Port Director may proceed with impoundment and disposition of the vessel or property by removal, sale, or destruction as authorized by this chapter.

14.10.060 Right to Post-Impoundment Hearing

- A. Unless otherwise provided, the procedure set forth in this section shall apply whenever a vessel or property has been impounded or removed or a nuisance abated pursuant to BMC 14.08.020 (Abatement) or the pre-impoundment hearing procedures under BMC 14.10.050 (above) were not followed.
- B. When a vessel or property poses a clear and present danger to the public health, safety or general welfare notice shall be personally delivered or mailed to the owner of the vessel/property, if the name and location of the owner is known, within twenty-four (24) hours after the vessel's impoundment, removal or abatement.
- C. The owner of the vessel/property or person entitled to possession of the vessel or property has a right to a post-impoundment hearing if that person submits a written demand for a post-impoundment hearing to the Port Director within ten (10) calendar days after the City mailed the impoundment notice. The post-impoundment hearing shall be held within ten (10) calendar days after a written demand is timely submitted. The hearing officer shall be someone other than the persons who directed the impounding and storage of the vessel or property. The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence.
- D. A post-impoundment hearing officer shall determine whether there was probable cause to impound the vessel or property. If the hearing officer determines that there was not probable cause to impound the vessel or property, the hearing office shall require the release of the vessel or property to the owner without payment of the towing, storage or other accrued storage, impoundment, and abatement fees or the hearing officer will entitle the owner to a refund or reimbursement if the owner already paid the fees. If the hearing officer determines that there was probable cause for the impoundment of the vessel or property, the Port Director may proceed to dispose of the vessel or property as provided in this Chapter.
- E. Failure of the owner or person entitled to possession of the vessel or property to request or attend a post-impoundment hearing shall be deemed a waiver of the right to such hearing.

14.10.070 Deposit in Contested Cases

If an impoundment is contested, the aggrieved party may, in addition to the remedy of redemption as outlined in this section, provided such person has requested a hearing, obtain return of the boat or obstruction or contents impounded upon tender of one of the following forms of security pending outcome of the hearing to be conducted as provided in this section:

- 1) A surety bond in an amount equal to any fees due and owing plus costs incurred in impounding the boat or obstruction or contents at issue in the proceedings (including for storage and towing);
- 2) A cash deposit equal to ten (10%) percent of the sum of: the fees at issue, if any, plus the costs incurred in impounding the boat or obstruction or contents (including for storage and towing) at issue in the proceedings; provided, however, that if the amount of such loss and costs is One Hundred (\$100.00) Dollars or less the entire amount shall be deposited. If the impoundment is found after hearing to have been improper the security deposit provided under this subsection shall be released. Should the impoundment be found after hearing to have been proper, or in the event the person requesting the hearing has waived the right to a hearing, the cash security deposited pursuant to this subsection shall be applied to the amounts due. Any amount remaining after payment of all amounts due shall be returned to the person making the deposit without interest.

14.10.080 Notice of sale.

Any vessel or property impounded shall be held by the City for a period of not less than thirty (30) calendar days during which the City shall publish in a newspaper of general circulation in the City a notice describing the vessel (or property) in general terms, the name and number, if any, the name and address of the owner, master operator or managing agent, if known, or if not known shall so state the location of the vessel (or property) and the intention of the City to sell the same at public auction, on a day and at a place and time certain, not less than ten (10) calendar days prior to the sale, for cash to the highest and best bidder. At any time prior to the date of the auction, the owner, master, operator or managing agent may redeem the vessel (or property) by a cash payment of all City charges against the vessel or property.

14.10.090 Sale

The minimum acceptable bid shall be a sum equal to the City's charges against the vessel/property. The proceeds of the sale shall be first applied to the costs of sale, then to overdue fees and storage charges, and the balance, if any, shall be held in trust by the City for the owner of the vessel (or property) to claim; and if not claimed within one (1) year, the balance shall be deposited into the Port of Bethel enterprise fund. Upon the sale being made, the City shall make and deliver its bill of sale, without warranty, conveying the vessel to the buyer.

14.10.100 Other Disposition

If at the public sale there are no responsive bidders for the vessel or the Port Director determines the value of the vessel or property does not exceed the costs of towing, storage, sale and other Port of Bethel charges, the Port Director may use alternative means for disposition of the vessel or property. Such disposition shall be without liability on the City, including loss of use or profits or other consequential, direct or indirect damages.

Introduced by: Port Commission
Introduction Date: March 28, 2017
Public Hearing: April 11, 2017
Action:
Vote:

14.10.110 Redemption

A person who presents to the Port Director satisfactory proof of ownership or right to possession of an impounded boat or obstruction or contents may redeem such vessel or obstruction or contents at any time before sale or other disposition by paying to the Port Director all fees, costs, and charges incurred or imposed by reason of impoundment or removal, including towing, hauling, mooring, storage and notice. Storage charges shall be calculated at the current daily rate per foot plus Thirty (\$30) Dollars per day if stored by the City, or such charges the City is required to pay for any commercial storage.

14.10.120 Interference with Impoundment Prohibited

- A. Unless authorized by the Port Director, it is unlawful for any person to remove an impoundment order from a vessel or property upon which it has been posted.
- B. Unless authorized by the Port Director, it is unlawful for any person to move a vessel or property after it has been posted with an impoundment order.
- C. It is unlawful for any person to interfere with the Port Director or any other person under the Port Director's authority engaged in the impound, removal or abatement of a vessel or other property or public nuisance.

14.10.130 Additional Remedies

Nothing in this title shall preclude the city from pursuing any and all remedies otherwise available at law or in equity in addition to those set forth herein.

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Introduced by: City Manager Williams
Introduction Date: March 28, 2016
Public Hearing: April 11, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-12

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING AN ORDINANCE AMENDING AND ADOPTING FEES AND CHARGES FOR THE CITY OF BETHEL

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 Fees and Charges schedule is hereby adopted. It shall be adhered to by all City Departments.

Section 3. Effective Date. This ordinance becomes effective ten (10) days after the passage of this ordinance.

PASSED AND APPROVED THIS ___ DAY OF APRIL 2017, BY A VOTE OF 6 IN FAVOR AND 0 OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: City Manager Williams
 Introduction Date: March 28, 2016
 Public Hearing: April 11, 2017
 Action:
 Vote:

City of Bethel

Fees and Charges

GENERAL SERVICES	PRICE
Identification Card	\$10.00
Replacement Identification Cards	\$10.00
Wire Transfer Fee	\$25.00
NSF Check Fee	\$30.00
Check Replacement Fee	\$25.00
Notary Service, per document	\$3.00
Electronically Reproduced Records (up to 5 pages)	\$5.00
<i>Additional \$0.25 per page for documents over 5 pages in length</i>	\$0.25
Bethel Business License Holders List/Information	\$25.00
Bethel Business License – based on business type (Valid 2 years)	\$150.00
Bethel Lapel Pin	\$2.00
Passport Execution (in accordance with U.S. Department of State Fee)	\$25.00
Lost Key (Cost of replacing locks)	\$100.00
Regular Photocopies (per page)	\$0.25
CD of Public Meeting/Hearing (per CD)	\$10.00
Burial Permit	\$50.00
Burial Lot Reservation	\$150.00
Appeal to City Representative (not Hearing Officer)	\$50.00
Appeal to Hearing Officer	\$150.00 \$200.00

CODE ENFORCEMENT	PRICE
Vehicle Removal, (per vehicle)	\$200.00
Impound Fee, First Day	\$25.00
<i>Each Additional day after</i>	\$20.00

POLICE DEPARTMENT

<i>Vehicles and Traffic</i>	PRICE
Towing or initial impoundment (4-Wheeler/ ATV/Snow machine)	\$100.00
Storage per day (4-Wheeler/ ATV/Snow machine)	\$10.00

Introduced by: City Manager Williams
 Introduction Date: March 28, 2016
 Public Hearing: April 11, 2017
 Action:
 Vote:

<i>Animal Control</i>	PRICE
Animal License (AVID Chip) onetime fee	\$20.00
Animal Adoption (Animal License included)	\$25.00
Destruction of Animal (Euthanization)	\$30.00
Impound Fee, First day	\$25.00
<i>Each Additional day after</i>	\$20.00
Rabies Vaccination	No Charge
Quarantine (10 days) per day	\$15.00

<i>Chauffeur/Taxi Permits</i>	PRICE
Chauffeur Permit Initial Issuance	\$250.00
Renewal	\$250.00
Substitute Vehicle (good for 14 days)	\$85.00
Renewal	\$125.00
Taxi Cab, River Taxi & Dispatch Permit, per month	\$185.00
Renewal	\$125.00
Dispatch Permit Renewal	\$150.00
Taxi Cab/River Taxi Permit Application	\$250.00
Taxi Cab/River Taxi Permit Renewal	\$250.00
Appeal made to the Commission	\$100.00
Application to Transfer an Interest	\$125.00
Late Payments	\$100.00
Retest	\$25.00
Mailed Applications	\$15.00
Drug Testing	\$35.00

<i>Protective Custody</i>	PRICE
If paid within 30 days	\$150.00
After 30 days	\$175.00

<i>Copying Fee</i>	PRICE
First 3 pages (<i>not part of Records Fees</i>)	\$5.00
<i>Additional pages</i>	\$0.25 per page

<i>Miscellaneous</i>	PRICE
Fingerprints (Appointment only – call for availability)	\$25.00 per card
Civil Process Service	\$45.00

Introduced by: City Manager Williams
 Introduction Date: March 28, 2016
 Public Hearing: April 11, 2017
 Action:
 Vote:

Special Events Permit Application	\$50.00
Records Fees	PRICE
Collision Reports	\$10.00
Call for Service	\$5.00
Officer Report	\$10.00
CD	\$20.00
Searches, if over five (5) hours (per hour)	
<p>If the search or production of records for one requester in a calendar month exceeds five person-hours, the requester shall pay the personnel costs required during the month to complete the search and copying tasks. The personnel costs may not exceed the actual salary and benefit costs for the personnel time required to perform the search and copying tasks. The requester shall pay the fee before the records are disclosed, and the city may require payment in advance of the search.</p>	

FIRE DEPARTMENT	PRICE
Basic Life Support Ambulance Services	\$450.00 <u>\$1,287</u>
Advanced Life Support Ambulance Services	\$600.00 <u>\$1,487</u>
Ambulance Mileage	<u>\$19.00</u>
Fire Incident Report	\$25.00
Ambulance Run Report	\$25.00

MAPS	PRICE
Land Status Map	\$50.00
Street Map Booklet (11"x17")	\$15.00
City Map Color (Grid Sheet)	\$15.00
City Map B/W (Grid Sheet)	\$10.00
Plat Copies	\$8.00
Plotted Reproduction of an existing file	\$15.00
Street Map PDF	\$25.00
Street Map (Addresses)	\$50.00

PLANNING	PRICE
Site Plan, Infill/Moving of Single Family Residence	\$25.00
*Contractor/Owner Responsible for fine if Infill/Moving of Residence without Site Plan Application	\$500.00
Site Plan, Residential Single Family New Construction	\$500.00

Introduced by: City Manager Williams
 Introduction Date: March 28, 2016
 Public Hearing: April 11, 2017
 Action:
 Vote:

*Owner Responsible for fine if Developments of a New Residence without Site Plan Application	\$25.00
Site Plan Residential Duplex	\$100.00
*Owner Responsible for fine if Developments of a New Residential Duplex without Site Plan Application	\$500.00
Site Plan Residential Triplex	\$200.00
*Owner Responsible for fine if Developments of a New Residential Triplex without Site Plan Application	\$1,000.00
Site Plan, Infill Commercial	\$100.00
*Developers Responsible for fine if Infill is done without Site Plan Application	\$1,000.00
Site Plan, Demolition of Building Either Residential or Commercial	\$100.00
*A fine of \$1000.00 for Torn Down	\$1,000.00
Site Plan, Commercial, Major (New Development or Existing Site Improvement)	\$1,000.00
Site plan, commercial, major (New Development or existing site improvement)	
<p>A) Site Plan Application Commercial: The application fee for a Commercial, Industrial or Other Non-Residential Development shall be \$600.00 for the first \$100,000.00 of the total construction costs, plus an additional fee one half of one percent for the portion over \$100,000.00 of the total construction costs. Typical construction costs shall include all costs associated with the development for which the application is being submitted, including, but not limited to site improvement for which the application is being submitted, including, but not limited to, site improvement and building improvement costs including new or additional buildings, but shall include interior furnishings, atypical features, decorative materials or other similar features. For fees calculated based the percentage of construction costs, such costs shall be supported by the sworn statement of a licensed architect, licensed engineer or other qualified individual if an architect or engineer has not been retained for the project as the expected construction costs for projects over \$1,000,000.00. Institutional (Hospital, Educational and Governmental) will be assessed a flat fee of \$600.00 for the total cost of the construction.</p> <p>B) For a Proposed Linear Development, the application fee shall be \$150.00 per acre of all land included in the right of way of the proposed linear development project plus \$150.00 per acre located outside of the right of way that will be disturbed as part of a linear development project. A Linear development means land uses such as roads, trails, sewerage and management of pipes, gas and water pipelines, electric, telephone and other transmission or distribution lines, which have the basic function of connecting two points, the rights-of-way therefore, and any accessory structures or uses directly associated therewith.</p>	

Introduced by: City Manager Williams
 Introduction Date: March 28, 2016
 Public Hearing: April 11, 2017
 Action:
 Vote:

Linear development shall not include residential, commercial, office or industrial buildings, improvements within a development such as utility lines or pipes, or internal circulation roads;

- 1) For a resource extraction permit application or permit renewal application, the application fee shall be \$1,500.00 plus \$30.00 per acre to be mined within each permit period (Yearly)
- 2) For a change of use with no additional development or home occupations, the application fee shall be \$200.00; and

The application fee for mixed residential and non-residential development shall be the sum of the residential and non-residential development fees as calculated according to the relevant fee schedules in (A) above.

PLANNING	PRICE
Variance	\$200.00
Vacation	\$300.00
Conditional Use Permit	\$200.00
Re-plat, Short Subdivision, Abbreviated Plat, Supplemental Plat, Waiver, or Floodplain Land Use <i>(Additional Recording Fees may apply)</i>	\$100.00
Preliminary Subdivision Plat	\$300.00
<i>Additional Plot(s)</i>	\$15.00
Final Subdivision Plat <i>(Additional Recording Fees may apply)</i>	\$300.00
Site Plan submitted after work has begun	\$300.00
Utility Permit	\$400.00
Platting Waiver	\$100.00
Appeal	\$100.00

MAPS	PRICE
Xerographic Type Single Sheet Map Copy	\$5.00 per sheet
Computer Generated Retracement of Single Lot or Tract with Legal Description	\$25.00
Computer Generated Single Sheet Map or Plat	\$50.00
<i>Each Additional Sheet</i>	\$25.00
Land Status Map	\$30.00
Street Map (Addresses)	\$50.00
Comprehensive Plan on CD	\$25.00

Introduced by: City Manager Williams
 Introduction Date: March 28, 2016
 Public Hearing: April 11, 2017
 Action:
 Vote:

(also available at no cost at www.cityofbethel.net)

The fee for a Letter of Interpretation or Amended Letter of Interpretation pursuant to Bethel Municipality Code shall be determined according to the following:

- 1) The application fee for any other Letter of Interpretation or Amended Letter of Interpretation shall be \$200.00.
- A) The application fee for the review and processing of a request for a letter stating information that is available in a municipal land use ordinance or stating other information readily available to the public from a source other than the Bethel Planning Commission shall be \$200.00.
 - B) The application fee for an Amended Certificate of Filing shall be \$200.00 or 10 percent of the original permit fee, whichever is greater, with a maximum fee of \$3,000.00. If a request for an Amended Certificate of Filing is submitted more than five years following the issuance of the original Certificate of Filing, the fee shall be calculated as if a new application had been submitted.
 - C) The fee for the review of any study or survey prior to the submission of a development application, including, but not limited to, any threatened or endangered species protocol, threatened or endangered species protocol results or a cultural resource survey, shall be one-third of the estimated application fee calculated in accordance with (a) through (b) above. Any fee submitted in accordance with this provision shall be deducted from the application fee due at the time of submission of the application for the proposed development for which the study or survey was prepared or conducted.

Code Enforcement	PRICE
Junk Vehicles Removal, per vehicle	\$200.00
Impound Fee, First Day	\$25.00
<i>Each Additional Day After</i>	\$20.00
Removal of Non-Vehicles Junk / Honey Buckets 100% (Percentage of cost of removal) <i>*Disposal of items plus city man power (wages), city vehicles usage (gas), court cost, attorney fees, only if property owners don't remove the debris from their property.</i>	Amount will be determined at time of disposal.

Log Cabin Rental	PRICE
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Introduced by: City Manager Williams
 Introduction Date: March 28, 2016
 Public Hearing: April 11, 2017
 Action:
 Vote:

Cleaning Deposit (Refundable)	\$200.00
Main Room Full day	\$175.00
Kitchen Full day	\$50.00
Both Full day	\$225.00
Main Room Half day	\$90.00
Kitchen Half day	\$25.00
Both Half day	\$115.00
Log Cabin Non-Profit Organization Rentals	PRICE
Cleaning Deposit (Refundable)	\$200.00
Main Room Full day	\$50.00
Kitchen and Main Room	\$75.00

PORT AND HARBOR	PRICE
Seasonal Moorage for Floats	\$48.00
Additional \$12.00 Small Boat Harbor Seasonal Moorage <i>per foot LOA</i>	\$12.00
Small Boat Harbor Use Permit (<u>trailerred vessels</u>)	\$30.00
Small Boat Harbor Use Permit (for Vessel Moored more than Four Days <u>in the small boat harbor</u>)	\$60.00
*Other Fees are in accordance with the most recently Adopted Tariff Rates. <i>Verify with Bethel Port Office.</i>	

PUBLIC WORKS	PRICE
Utility Permit Application Fee Annual Permit	\$130.00
Utility Permit Application Fee Temporary Use	\$50.00
Utility Permit Application Fee Emergency Use	\$50.00

Water & Sewer Rates
Fees are in accordance with the most recently adopted ordinance establishing water and sewer rates. <i>Verify with Bethel City Finance Office.</i>

Garbage & Landfill Rates	PRICE
Vehicle Disposal at the Dump, per Vehicle	\$200.00
Vehicle Disposal at the Dump, per Vehicle without fluids/and or battery removed	\$300.00
Refrigerators and Freezers	\$40.00



Celebrating 50 Years of Service

CITY OF BETHEL

Fire Department

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

March 15, 2017

Peter Williams, City Manager
P.O. Box 1388
City of Bethel
Bethel, AK 99559

Mr. Williams:

I conducted an in-house analysis of direct and indirect costs associated with operating Bethel's ambulance service. To get a sense of market conditions, I also looked at ambulance fees in other Alaskan communities. Bethel, is among the lowest of the fees researched. A table of ambulance service fees is attached for your review.

Cost analysis includes some subjectivity, whereas direct costs for ambulance services are relatively easy to capture (e.g., fuel, maintenance, supplies) indirect cost such as administrative overhead or in-kind services from PD or public works, requires assumptions. Our analysis revealed a cost of service of approximately \$1,287 per ambulance transport.

Ambulance fees should also take into account the concept of cost shifting. As you are aware, less than 10% of our non-insured consumers pay their ambulance bill. These costs, if fully shifted to commercially insured consumers would result in astronomical ambulance fees. Our approach to addressing a small portion of these uncompensated costs (UCC) is to charge slightly more for our advance life support (ALS) services. In the future, anticipated Medicaid supplemental reimbursements under a State plan amendment (SPA) will reimburse much of our UCC.

Additionally, Bethel does not charge for patient mileage. We recommend the City begin to charge a mileage fee. We estimate the potential annual revenue from this fee would be up to \$12,000.

A fee increase at the level requested would net the City an estimated \$66,000 annually from commercially insured consumers alone. With mileage fees, the amount would be even greater. Little increase in revenue is anticipated from cash payers. Revenues from those insured by Medicaid or Medicare would increase slightly from the mileage fee as well.

When fee increases are proposed, the ability for consumers to pay is a legitimate concern. The City of Bethel has the ability to set up affordable payment programs and even forgive bills out of charity. Many agencies provide substantial discounts for those without Medicaid or commercial insurance. These programs should be made available to consumers responsive to and willing to work with the City. Unresponsive payers could be forgiven or moved into collections.

In certain instances, the City may bill for a given level of ambulance service and receive less than billed. Payments are based on medical need, regardless of the bill. Medicaid for instance, pays a maximum of \$455 and \$6.42 per mile. The recipients of Medicaid are federally protected from collections above amounts approved by federal law.

The proposed fee increases and new mileage fee are as follows:

- BLS currently \$466 increase to \$1,287
- ALS currently \$600 increase to \$1,487
- New Fee: Ambulance mileage, \$19 per laden mile

Respectfully,

William F. Howell III, Fire Chief

Statewide ambulance fees			
Community	ALS	BLS	Per Pt. Mile
Bethel	\$600	\$466	\$0
Life-Med	ALS-1 NE \$1,300 ALS-1 E \$1,700 ALS-2 \$2,400	BLS NE \$1,200 BLSE \$1,500	\$38
Kotzebue	ALS-1 \$1,480 ALS-2 \$1,700	\$1,150	\$15.50
Nome	\$725	\$625	\$15
Dillingham	ALS-1 \$550 ALS-2 \$650	BLS NE \$400 BLS E \$450	\$13
Matsu Borough	ALS -1 \$920 ALS-2 \$975	BLS NE \$690 BLS E \$820	\$20

- NE – Non Emergent
- E – Emergent
- ALS – Advanced Life Support
- BLS – Basic Life Support

Introduced by: City Manager Williams
Introduction Date: March 28, 2017
Public Hearing: April 11, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-13

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF PROPERTY PURSUANT TO
BMC 4.08.030(B) LEASE AGREEMENT BETWEEN THE CITY OF BETHEL AND
THE DEPARTMENT OF LAW**

WHEREAS the Bethel Municipal Code allows for the disposal of property via lease agreement;

WHEREAS when a lease is to a public entity providing a necessary public service, the City does not need to seek bids prior to leasing the space;

WHEREAS the Department of Law (DOL) currently occupies space at the Nora Guinn Court Complex under a lease agreement which has expired;

WHEREAS DOL seeks to renew the lease for an additional five (5) year term;

NOW, BE IT FURTHER ORDAINED, the City Council authorizes the disposal of the above property via a five (5) year lease and authorizes the City Manager to sign the appropriate lease documents.

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030(B) Disposal to an Entity Providing Necessary Public Service and Bethel Municipal Code.

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk



**STATE OF ALASKA
AMENDMENT TO LEASE
LEASE NUMBER 2279**

This agreement, to be known as **Amendment Number Twelve (12)** to the existing lease, entered into on the 23rd day of May, 2000, and **first recorded at the Bethel Recording District in Book 0091, Page 280**, by and between:

**THE CITY OF BETHEL
P.O. BOX 1388
BETHEL, ALASKA 99559**

hereinafter called the Lessor, and

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION – 03, 06
550 WEST 7TH AVENUE, SUITE 1960
ANCHORAGE, ALASKA 99501-3558**

hereinafter called the Lessee, covering:

Approximately 5,588 square feet of net usable office space within the Nora Guinn Building located at 200 State Highway, Bethel, Alaska, comprised of:

- A. Approximately 1,607 square feet of net usable office space occupied by the Department of Health and Social Services, Office of Children's Services;
- B. Approximately 3,981 square feet of net usable office space occupied by the Department of Law;

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration
Division Of General Services
Leasing Section
550 West 7th Avenue, Suite 1960
Anchorage, AK 99501-3558

LEASE NO. **2279**

Amendment No. **12**

Page **1** of **4**

DOL Lease (1)

Initial: _____ Initial: _____

Whose legal description is: Lot 3A, Block 1, U.S. Survey 870, Bethel, Alaska.

THIS AMENDMENT SHALL

1. Recognize that the Lease of 3,981 sq. ft. of office space for the Department of Law (LAW) shall remain in month-month holdover status through March 31, 2017 in accordance with the provisions of Amendment No. 9, Item 1, and Paragraph 3.i of the Lease Agreement.
2. Extend this lease of 3,981 sq. ft. of office space for LAW for a period of five (5) years from April 1, 2017 through March 31, 2022.
3. Recognize that effective April 1, 2017, remove all prior CPI language from the lease and recognize that the **Current Monthly Lease Rate for the space outlined in Item No. 1 above, shall be as follows:**
 - i. For the period April 1, 2017 through March 31, 2018; the Monthly Lease Rate shall be \$10,891.80.
 - ii. For the period April 1, 2018 through March 31, 2019; the Monthly Lease Rate shall be \$11,093.50.
 - iii. For the period April 1, 2019 through March 31, 2020; the Monthly Lease Rate shall be \$11,295.20.
 - iv. For the period April 1, 2020 through March 31, 2021; the Monthly Lease Rate shall be \$11,496.90.
 - v. For the period April 1, 2021 through March 31, 2022; the Monthly Lease Rate shall be \$11,698.60.
4. Recognize that effective April 1, 2017, remove the prior Appendix A Janitorial Specifications from the lease and recognize that the janitorial services shall be performed in accordance with the attached Amendment No. 12 Appendix A Janitorial Specifications.

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration
Division Of General Services
Leasing Section
550 West 7th Avenue, Suite 1960
Anchorage, AK 99501-3558

LEASE NO. **2279**

Amendment No. **12**

Page **2** of **4**

DOL Lease (1)

Initial: _____ Initial: _____

5. Recognize that effective April 1, 2017 through March 31, 2022, no renovations shall be completed unless mutually agreed upon by the Lessor and Lessee. If the Lessor and Lessee reach mutual agreement for any future extension of this lease of at least three (3) years term; the Lessor shall conduct floor/carpet, window covering, and paint renovations that are acceptable by the Lessee.
6. Recognize that effective April 1, 2017, the property description shall be changed as follows:

Approximately 5,641 square feet of net usable office space within the Nora Guinn Building located at 200 State Highway, Bethel, Alaska, comprised of:

- A. Approximately 1,607 square feet of net usable office space occupied by the Department of Health and Social Services, Office of Children's Services;
- B. Approximately 4,034 square feet of net usable office space occupied by the Department of Law;

All other terms and conditions of the lease remain the same.

Lessee: STATE OF ALASKA

Lessor: CITY OF BETHEL

By: _____
 Ken Stewart
 Contracting Officer IV

By: _____
 Peter A. Williams
 City Manager

Date: _____

Date: _____

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration
 Division Of General Services
 Leasing Section
 550 West 7th Avenue, Suite 1960
 Anchorage, AK 99501-3558

LEASE NO. **2279**

Amendment No. **12**

Page **3** of **4**

DOL Lease (1)

Initial: _____ Initial: _____

**ACKNOWLEDGMENT OF LESSOR: THE CITY OF BETHEL
STATE OF ALASKA
CITY OF BETHEL**

This is to certify that on this _____ day of _____, 2017 before me a Notary Public in and for the State of _____ duly commissioned and sworn personally appear _____ to me known and known by me to be the person described in and who executed the instruments set forth above and severally stated to me under oath that she is the **City Manager** and that he has been authorized by _____ to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of **Same**.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for _____
My Commission Expires: _____
Residing at: _____

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA
STATE OF ALASKA
MUNICIPALITY OF ANCHORAGE**

This is to certify that on this _____ day of _____, 2017 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared **Ken Stewart, Contracting Officer IV**, to me known and known by me to be the person described in the executed instruments set forth above as an agent of the **Division of General Services** of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

WITNESS my hand and official seal the day and year this certificate first above written.

Brian Blessington
Notary Public for Alaska
My Commission Expires with office
Residing at: Anchorage, Alaska

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State Of Alaska - Department Of Administration
Division Of General Services
Leasing Section
550 West 7th Avenue, Suite 1960
Anchorage, AK 99501-3558

LEASE NO. **2279**

Amendment No. **12**

Page **4** of **4**

DOL Lease (1)

Initial: _____ Initial: _____

Introduced by: City Manager Williams
Introduction Date March 28, 2017
Public Hearing: April 11, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-14

AN ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY PURSUANT TO BMC 4.08.020 LOT 6B, BLOCK 8 UNIKAL'NYY SUBDIVISION AND AUTHORIZING TRESPASS SETTLEMENT

WHEREAS the Bethel Municipal Code allows for the acquisition of property via purchase agreement;

WHEREAS lot 6 was used for the Kuskokwim River Bank stabilization infrastructure project (also known as the "seawall project");

WHEREAS a portion of the City's use of the land trespassed on the Native Allotment belonging to Richard Jung;

WHEREAS in consideration of the past trespass occupancy, Bethel has agreed to pay back trespass arrears calculated in accordance with Title 28, United States Code §2415 pursuant to the fair market value appraisal approved by the BIA in February 2017;

WHEREAS because the land is critical for the seawall infrastructure, the City needs to acquire the portion of land which it previously trespassed upon, land which the Actives are willing to sell;

WHEREAS the fair market appraisal price approved by the BIA, Mr. Jung and the City for the purchase of the land is Thirteen Thousand Six Hundred Dollars (\$13,600); and

WHEREAS the fair market appraisal price approved by the BIA, Mr. Jung and the City for the trespass on the land is Nine Thousand Four Hundred Dollars (\$9,400).

NOW, BE IT ORDAINED, the City Council authorizes the acquisition of the above property and authorizes the City Manager, or his designee, to sign the appropriate purchase documents.

NOW, BE IT FURTHER ORDAINED the City Council authorizes the City Manager, or his designee, to sign any necessary paperwork to resolve the trespass claims on behalf of the City.

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

Introduced by: City Manager Williams
Introduction Date March 28, 2017
Public Hearing:
Action:
Vote:

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.020 Acquisition.

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Introduced by: City Manager Williams
Introduction Date: March 28, 2017
Public Hearing: April 11, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-15

AN ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY PURSUANT TO BMC 4.08.020 LOT 6C, BLOCK 8 UNIKAL'NYI SUBDIVISION AND AUTHORIZING TRESPASS SETTLEMENT

WHEREAS the Bethel Municipal Code allows for the acquisition of property via purchase agreement;

WHEREAS in 1963 the Bureau of Land Management completed United States Survey 3790, East Addition, and produced a Plat of the area;

WHEREAS In the area of Lot 6C, Block 8, the Plat showed East Ave as a narrow access located along the south boundary of the lot;

WHEREAS The standard width of East Road was an approximate 40 foot wide road;

WHEREAS A provision for East Avenue as a thoroughfare for the City through Lot 6C, Block 8 was not addressed in the restricted deed (Native Allotment) today owned by Richard Jung;

WHEREAS in recognition of the trespass, the City paid to have a subdivision survey performed; resulting in the creation of smaller lots from the main parcels;

WHEREAS the owner has decided to cure the trespass problems by selling the City the affected lot and accepting payment, pursuant to Title 28, United States Code §2415 for the past trespass, pursuant to the fair market value appraisal approved by the BIA in February 2017;

WHEREAS this would allow the City to maintain the road at the current level without incurring additional trespass claims;

WHEREAS the fair market appraisal price approved by the BIA, Mr. Jung and the City for the purchase of the land is Eleven Thousand Three Hundred Fifty Dollars (\$11,350); and

WHEREAS the fair market appraisal price approved by the BIA, Mr. Jung and the City for the trespass on the land is Seven Thousand Eight Hundred Fifty Dollars (\$7,850).

Introduced by: City Manager Williams
Introduction Date March 28, 2017
Public Hearing:
Action:
Vote:

NOW, BE IT ORDAINED, the City Council authorizes the acquisition of the above property and authorizes the City Manager, or his designee, to sign the appropriate purchase documents.

NOW, BE IT FURTHER ORDAINED the City Council authorizes the City Manager, or his designee, to sign any necessary paperwork to resolve the trespass claims on behalf of the City.

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.020 Acquisition.

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Introduced by: City Manager Williams
Introduction Date March 28, 2017
Public Hearing: April 11, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-16

AN ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY PURSUANT TO BMC 4.08.020 LOT 7B, BLOCK 8 UNIKAL'NYY SUBDIVISION AND AUTHORIZING TRESPASS SETTLEMENT

WHEREAS the Bethel Municipal Code allows for the acquisition of property via purchase agreement;

WHEREAS lot 7 was used for the Kuskokwim River Bank stabilization infrastructure project (also known as the "seawall project");

WHEREAS a portion of the City's use of the land trespassed on the Native Allotment belonging to Henry and Charles Active;

WHEREAS in consideration of the past trespass occupancy, Bethel has agreed to pay back trespass arrears calculated in accordance with Title 28, United States Code §2415 pursuant to the fair market value appraisal approved by the BIA in February 2017;

WHEREAS because the land is critical for the seawall infrastructure, the City needs to acquire the portion of land which it previously trespassed upon, land which the Actives are willing to sell;

WHEREAS the fair market value agreed to by the BIA, the Actives and the City to purchase the land is Eighteen Thousand Fifty (\$18,050) Dollars; and

WHEREAS the fair market value agreed to by the BIA, the Actives and the City to settle the trespass claim is Eleven Thousand Nine Hundred Fifty (\$11,950) Dollars.

NOW, BE IT ORDAINED, the City Council authorizes the acquisition of the above property and authorizes the City Manager, or his designee, to sign the appropriate purchase documents.

NOW, BE IT FURTHER ORDAINED the City Council authorizes the City Manager, or his designee, to sign any necessary paperwork to resolve the trespass claims on behalf of the City.

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

Introduced by: City Manager Williams
Introduction Date March 28, 2017
Public Hearing:
Action:
Vote:

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.020 Acquisition.

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

New Business

CITY OF BETHEL, ALASKA

Resolution #17-07

A RESOLUTION BY THE BETHEL CITY COUNCIL AMENDING REGULATIONS TO EFFECTUATE A COMPREHENSIVE SYSTEM FOR THE CREATION, ACQUISITION, PRESERVATION AND RETENTION OF CITY INFORMATION CONTAINED IN ANY RECORD MEDIUM

WHEREAS, the city clerk shall serve as the city records manager and shall have the primary responsibility for the development, maintenance and operation of the City's records management system;

WHEREAS, the city council shall adopt by resolution a records retention schedule and any changes to that retention schedule setting forth time schedules for the retention of particular series of records;

WHEREAS, each department shall establish and maintain a file system in the most organized and efficient manner possible and in compliance with any records management regulations approved by city council;

WHEREAS, the State of Alaska, through Title 29 and the State of Alaska Local Government General Records Retention Schedule provide authority and guidelines for city's retention;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council formally adopts the required retention schedule and approves its immediate use.

ENACTED THIS 11th DAY OF APRIL 2017, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

CITY OF BETHEL

RECORDS RETENTION SCHEDULE

APPROVED BY RESOLUTION 17-XX

The goal of a Records and Information Management program is to retrieve the right information at the right time. An effective program ensures the City staff has the recorded information necessary to perform its statutory and regulatory functions, avoid waste and preserve the documentary heritage of the community.

A record is any media that captures, preserves or disseminates information; or, documents that are created or received during the course of the City's official business and preserved or appropriate for preservation by the city as evidence of the organization, function, policies, decisions, procedures, operations, or other activities of the state or political subdivisions or because of the informational value in them. AS 40.21.150.

Records herein referenced may be contained on a variety of media, including, but not limited to: paper, microfilm, analog cassette/video tapes, maps, drawings, photographs, magnetic tapes/disks, digitized video files, and optical disks. Additionally, information sets (e.g., email, datasets, metadata) stored in document managements systems may have record status and required retention to meet administrative, legal or financial needs. Regardless of media utilized, the "Record Copy" must be maintained by the local governing body long enough to meet these considerations.

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		Office		Storage		Total		
1.1	General Correspondence Original incoming and copies of outgoing letters and memoranda related to the general administration and operation of the City.	3Y	*	-	-	3Y	General	*Maintain in original media
1.2	Policies & Procedures Routine agency issued policies, procedures, directives, decision, rules, organizational charts, and manuals that address internal functions and operating procedures.	C+3Y	E	-	-	C+3Y	General	
1.3	Reports							
1.3.1	Annual, Audit	P	PP	-	-	P	Finance	
1.3.2	All Others All Others includes monthly, statistical, performance, safety, monitoring etc.	3Y	E	-	-	3Y	General	
1.4	Employee Leave Requests	3Y	PP	-	-	3Y	General	
1.5	Administrative Studies/Special Projects Includes final reports and backup data regarding major administrative studies and special management projects.	3Y	PP	P	PP	P	General	
1.6	Accounts Payable Submission Local copies of documents submitted for payments i.e. purchase orders, limited purchase orders check requests.	1Y	PP	-	-	1Y	General	
1.7	Memorandum of Agreements/Understanding Agreements between City and other entities.	T+2Y	PP	3Y	E	T+5Y	City Clerk	
1.8	Committee or Commission Copies of minutes, packets, agendas, public hearings etc.	3Y	E	-	-	3Y	General	
1.9	Fixed Assets Fixed assets, inventory, disposition forms, tags, etc.	1Y		-	-	1Y	General	

1.10	Grant Award letters and signed applications.	3Y	PP	-	-	3Y	General	
1.11	Working Grant administration files. Working files including copies of application, award letters, reports, etc.	*+6Y		-		*+6Y	General	*= Closing of the grant.
1.12	Hazard Communication & Material Safety Data Sheets Lists of hazardous chemicals present in the workplace and copies of material safety data sheets received with incoming shipments of chemicals and posted in the workplace.	2Y	PP	3Y	PP	5Y	General	Record copy retained by receiving department. Authority: 20 CFR 1910.1200;
1.13	Legal Opinions Opinions from city attorney	P	PP	-	-	P	Legal	
1.14	Equipment Records Warranty information, instruction/operating manuals, repair/maintenance history.	*	*	-	-	*	General	*=Retain for life of equipment in the original form.
1.15	Property Control Files Agency copies of controlled property management reports, property tag register, excess property reports, property transfer documents and related correspondence to include public auction reports.	5Y	E	-	-	5Y	General	
1.16	Copies of Memorandum of Understandings/Agreements/Contracts Leases Agreements between the City and other entities.	T+2Y	E	3Y	E	T+ 5Y	City Clerk	
1.17	Working Grant Administration Files Working Files includes copes of application, award letters, and reports.	T	PP	-	-	T	General	<i>Upon closing of the grant, transfer the files to the finance director's office.</i>

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Record Title	Records Description	Retention Period					Office of Record	Remarks
		Office	Storage		Total			
2.1	Individual Personnel Files Official employment history, to include original applications, resume, Personnel Action Requests, policy acknowledgements, performance evaluations, commendations, discipline, training certificates, beneficiary information, insurance and benefits enrollment forms, change of address; Family Medical Leave Act documentation; Drug and alcohol tests.	T+10Y	PP	40Y	PP	T+50Y	HR	
2.2	Employee Medical Records Regarding Exposure On-the-job accident or illness/medical reports, lost time documentation, records used to monitor exposure, correspondence, etc.	T+10Y	PP	20Y	PP	T+30Y	HR	
2.3	Background Investigations Disclosure authorizations and background report.	5Y	E			5Y	HR	Fair Credit Reporting Act (FCRA) statute of limitations is 5 years
2.4	Immigration Reform & Control Act (1986) I-9 Forms Employment Eligibility Verification forms; employer certification; E-file case details for all those employed after March 2015.	*+3Y Or T+1Y **	PP	-	-	*+3Y Or T+1Y **	HR	*= Date of hire. **Retain Records for the longer period.
2.5	Drug/Alcohol Testing Pre-employment, post-accident, random, and reasonable suspicion under DOT and Non-DOT testing rules. Includes referrals to test, test results, records relating to the testing process, previous employer records, annual MIS reports, evaluations and referrals to SAPs.	5Y*	PP	-		5Y*	HR	*=Unless Litigated
2.6	Organization Charts	C	E			C	HR	
2.7	Salary Schedules	C	E			C	HR	

2.8	Unsolicited Job Applications (For Non-Advertised Positions)	1Y*	PP			1Y*	HR	
2.9	Position (Job) Descriptions Descriptions of essential functions and other responsibilities for each position.	C	E	-	-	C	HR	
2.10	Job Classifications Minimum qualifications (knowledge, skills and abilities) required for each job classification or position. Includes necessary education/certifications, wage, FLSA status, physical requirements, work environment and other distinguishing details.	C	E	-	-	C	HR	
2.11	Job Advertisements Description of job position for purposes of advertising and posting/recruitment.	3Y	E	-	-	3Y	HR	
2.12	Recruitment, Selection and Appointment Records Disqualified/non-selected job applications, interview records, recruitment notices, examinations, test answers sheets.	*+2Y	PP			*+2Y	HR	*=Date of hire, unless Litigated
2.13	Alaska Human Rights Act Records Records of the age, race, and sex of employees as provided.	2Y*	E	-	-	2Y*	HR	* Maintained in Caselle employee record (HR Module) for a minimum of two years
2.14	EEO Administration Records Includes quarterly utilization, compliance and annual reports; affirmative action plans; complaint case files; Departmental actions and employment statistics	10Y	PP	-	-	10Y	HR	Contains information that is confidential per AS 18.80.115.
2.15	EEO Complaint Case Files Consists of records regarding discrimination charges, including documentation of the party making the charge and other employees/ applicants in the same or similar positions.	*+7Y	PP	-	-	*+7Y	HR	*= Resolution of complaint.
2.16	Collective Bargaining Negotiation Files Letters of understanding, tentatively approved articles, proposals and counter proposals.	*+10Y	PP			*+10Y	HR	*=Ratification of Collective Bargaining Agreement
2.17	Unfair Labor Practices Case Files Complaint, correspondence, notice of hearing, hearing transcriptions and exhibits, witness lists, audio and-or video	*	PP	*	PP	*	HR	*=Life of the bargaining unit contract

	tapes, and a copy of the final decision and order. Also includes cases dismissed, withdrawn or settled.							
2.18	Grievance Case Files Actions filed by employees against the City. Includes investigative notes, reports, and correspondence.	*+5Y	PP			*=5Y	HR	*=Resolution and execution of any stipulations.
2.19	Workers' Compensation Claims Employee Reports of Occupational Injury or Illness (07-6100), Employer Reports (07-6101), related medical reports, correspondence, legal filings. May include death, permanent total disability, time loss and no time loss cases.	*+7Y	PP			*+7Y	Admin.	*= Until case is inactive.
2.20	OSHA 300 Logs OSHA 300 Log, privacy case list (if one exists), annual summary and OSHA 301 Incident Report forms for accidents and/or injuries that occurred in the workplace and meet OSHA recording criteria.	7Y	PP	-	-	7Y	HR	
2.21	Incident and Accident Records Includes Supervisor's incident/accident reports, medical evaluations, public safety officer reports, time loss documentation and other data relating to on the job injuries and accidents.	*+ 6 Years	PP			*+6 Years	HR	*= Resolution of accident.
2.22	Officials' Bonds	*+6 Y	PP			*+6 Y	HR	*= Expiration (provided an audit has been conducted)
2.23	Personnel Procedures & Samples for New Hires Procedures on filling out new hire packets, insurance sign up and workman compensation.	C+1Y	PP	-	-	C+1Y	HR	

Department City Clerk		Schedule No. 3					Page 1 of 3	
Record Title	Records Description	Retention Period					Office of Record	Remarks
		Office		Storage		Total		
3.1	Meeting Files							
3.1.1	Official Minutes The official minutes constitutes the official accounts of the proceedings and actions of the governing body, boards, commissions and committees.	P	PP	-	-	P	City Clerk	
3.1.2	Backups May include notices of meeting, agendas, packets, correspondence and reports	1Y	PP	3Y	E	4Y	City Clerk	
3.2	Public Hearing Files Includes documentation related to public hearings: notices of meetings, speaker signup sheets.	1Y	PP	3Y	E	4Y	City Clerk	
3.3	Action Memorandum Informative Memorandum	4Y	E	-	-	4Y	City Clerk	
3.4	Petitions For initiative, referenda and recall filed by private citizens or groups requesting governing body action.	6Y	PP	-	-	6Y	City Clerk	AS 29.26
3.5	Proclamations	P	PP	-	-	P	City Clerk	
3.6	Code, Ordinances and Resolutions						City Clerk	
3.6.1	Adopted May include amendments, code supplements, lists of all ordinances/resolutions and record of vote.	P	PP	-	-	P		
3.6.2	Not Adopted May include lists of all proposed ordinances/resolutions, the	1Y	PP	3Y	E	4Y		

	proposer, ordinance number and record of vote.							
3.7	Oaths of Office and Appointments Consists of oaths for boards, commissions, committees, and council.	P	PP	-	-	P	City Clerk	
3.8	Conflict of Interest Statements Statements for elected/appointed municipal officers and employees.	6Y	E	-	-	6Y	City Clerk	
3.9	Declarations of Candidacy Declarations executed under oath including name, mailing address, residency length etc.	1Y	PP	3Y	E	4Y	City Clerk	
3.10	Incorporation Files May include information related to municipal logo and official municipal seal.	P	O	-	-	P	City Clerk	AS 29.05
3.11	Cemetery Master File Includes diagrams, maps and indices of burial plots, record of lot sales, burial permits,	P	PP	-	-	P	City Clerk	
3.12	Records and Information Management Files Includes written request for public record. Log includes date of request, name of requester and other related information.	1Y	PP	-	-	1Y	City Clerk	
3.13	Election Boundary Descriptions	P	PP	-	-	P	City Clerk	
3.14	Voting Ballots (Completed Challenged, Rejected, Absentee and Special Needs)	*+30 Days	PP	-	-	*+30 Days	City Clerk	*=Until certification of Election. Unless Litigated/Contested. AS 15-15.470.
3.15	Certification of Election Returns Consists of individual machine numbers; polling place designation; dates of election; total votes registered by machine, candidate or referenda; and signatures of election judges as well as the approved certification of election adopted by the council.	*+30 Days	PP	P	PP	P	City Clerk	*=Until certification of Election. Unless Litigated/Contested. AS 15-15.470.
3.16	Certificates of Election Copies of election certificates presented to candidates upon verification of election.	1Y	PP	3Y	E	4Y	City Clerk	

3.17	Candidates List Lists of candidates. Data includes; name and address of candidate, order in which they will appear on the ballot and term of office.	1Y	PP	3y	E	4Y	City Clerk	
3.18	Election Registers and Tally Books Consists of Precinct, final voting, questions voter, special needs voting and absentee voter.	4Y	PP	-	-	4Y	City Clerk	
3.19	Department of Justice Preclearance Records	P	PP	-	-	P	City Clerk	
3.20	Recount Applications Requests for recount of individual machine or paper ballot tallies.	4Y	E	-	-	4Y	City Clerk	
3.21	Election Officials' Records May consist of recruitment materials, interest letters, training notes, acceptance forms, oaths and mileage reimbursement requests and time sheets.	4Y	E	-	-	4Y	City Clerk	
3.22	Bethel Municipal Code	4Y	PP	P	E	P	City Clerk	Updated: 1 copy of prior updates
3.23	City Contracts	T+2Y	PP	5Y	E	T+7Y	City Clerk	
3.24	Public Records Log and Request for Public Information Includes written request for public records received. Log includes date of request, name of requester and other related information.	1Y	PP	-	-	1Y	City Clerk	
3.25	Records and Information Management Files File plans and records retention schedules Records disposition certificates Records Transfer Lists	P	PP	P	PP	P	City Clerk	

Department Finance Accounts Payable		Schedule No. 4				Page 1 of 4		
Record Title	Records Description	Retention Period				Office of Record	Remarks	
		Office	Storage		Total			
4.1	General Accounting records May include work papers, spreadsheets, summaries, receipts and other data documenting Department accounting practices. Includes financial data regarding accounts payable/receivable, grants/contract administration, assessment of fines, payment of license fees, etc. copies of checks, invoices, packing slips , purchase order/limited purchase orders, check request; documentation relating to payment for commodities or services fines, fees and permits. Consists of financial transaction registers, vouchers, delivery orders, logs, supply requisitions, advertising orders, invoices, postage meter receipts.	3Y	E	-	-	3Y	Finance	
4.2	City Leases	T+2Y	PP	8Y	E	T+10Y	Finance	
4.3	Contract Files Official documentation of selection of contractor and issuance of the contract. May include requests for proposals with affidavits of publication, evaluation of responses, notices of award, contract negotiations, correspondence and payment records.	T+2Y	PP	5Y	E	T+7Y	Finance	
4.4	Annual Final Operating And Capital Budget Official plan and policy for the expenditure of funds approved by the governing body.	P	PP	-	-	P	Finance	
4.5	Budget Work Files						Finance	
4.5.1	Work Papers Includes all drafts, instructions, worksheets, preliminary budgets, and department or agency request.	1Y	P	2Y	E	3Y		

4.5.2	Final Approved Budget	P	PP	P	PP	P		
4.6	Audit Financial Reports Prepared by auditors annually.	P	PP	-	-	P	Finance	
4.7	Financial and Accounting Reports						Finance	
4.7.1	Annual	P	PP	-	-	P		
4.7.2	Other Includes Annual Reports prepared by the finance director summarizing financial condition, activity and balances; and, routine balancing status reports output on a regular or ad hoc basis documenting agency expenditures and financial activity.	CFY +3Y	PP	-	-	CFY +3Y		
4.8	Ledgers and Journals General , Revenue and Expenditure	3Y	PP	P	PP	P	Finance	
4.9	Vendor Files Documentation relating to payments for commodities or services, fines, fees and permits. Consists of financial transaction registers, vouchers, delivery orders, purchase orders, logs, supply requisitions, advertising orders, invoices, postage meter receipts, etc.	CFY +2Y	PP	1Y	E	CFY +3Y	Finance	
4.10	Safe Communities' Revenue Sharing/Municipal Assistance Documentation of resolutions and letters requesting payment to city of safe community municipal assistance funds Copies of checks received.	3Y	PP	-	-	3Y	Finance	
4.11	Bond Records Includes cancelled/redeemed bonds/coupons documenting proof of issuance and payments to individual bondholders.	3Y	PP	3Y	E	6Y	Finance	
4.12	Bond Registers	3Y	PP	20Y	E	23Y	Finance	
4.13	Bills of Sale	*+7Y	PP	7Y	E	*14Y	Finance	*=Date of Sale

4.14	Investment Records Purchase and sale confirmations, correspondence, letters requesting withdrawals and transfers.	*+2Y	PP	-	-	*+2Y	Finance	*=Life of Investment.
4.15	Distribution of Insurance Costs. Record of distribution cost related to general liability, property, works comp insurance, etc.	3Y	PP	-	-	3Y	Finance	
4.16	Check Registry Checks that have been returned, voided, cancelled.	CFY +3Y*	E	-	-	CFY +3Y*	Finance	*Provided an audit or other annual financial statement has been certified.
4.17	Cash Books and Cash Journals Ledgers showing details of daily receipts and expenditures, including running balances for each fund.	CFY +3Y*	P	3Y	E	CFY +6Y*	Finance	*Provided an audit or other annual financial statement has been certified.
4.18	Batch –Pertaining to Check. Record of transaction and or distribution of “run” containing edit register, journals, check register, etc.	1Y	PP	2Y	E	3Y	Finance	
4.19	Banking Records Bank statements and reconciliation including notices of correction, wire transfers, EFT debts, cancelled check, etc.	CFY +3Y*	E	-	-	CFY +3Y*	Finance	*Provided an audit or other annual financial statement has been certified.
4.20	Investment Records	*+2Y	E	-	-	*+2Y	Finance	*=Life of investment.
4.21	Sales Tax Audit Sales tax audit findings from auditors, collection policy, agreement with audits on procedures for audits.	3Y*	PP	3Y*	PP	3Y*	Finance	*= Or until back taxes are paid or until lien is released.
4.22	Risk Management Claim Files Includes correspondence to/from claims adjusters, private attorneys, accident reports, (Property damage and personal injury) summary reports, payment orders/verifications, pleading/deposits and individual claim records.	*+2Y	PP	5Y	PP	*+7	Finance	*=Until claim is settled and all legal aspects are resolved.
4.23	Insurance Policies and Endorsements Record copies of City liability and other types of insurance policies held by the City.	C	PP	C	PP	C	Finance	
4.24	Debt Service Payment and Leasing Schedules Schedules of debt service payment for CAT Grader, CAT Wheel loader, bond issues, leases, purchases, etc.	T+1Y	PP	-	-	T+1Y	Finance	

4.25	Month-end-Closing Financial Reports Monthly financial reports for City Council.	1Y	E	-	-	1Y	Finance	
4.26	Real Property Disposal and acquisition, quit claim deeds, bill of sales, etc for easements, right of ways, other properties etc.	P	PP	-	-	P	Finance	
4.27	Depreciation of Fixed Assets For utilities, port, leased properties	*	O	-	-	*	Finance	*=Life of asset.
4.28	Form 1099 Calendar year-end expenditures for vendors.	1Y	PP	3Y	E	4Y	Finance	
4.29	Vehicle Files Files set documents each vehicle owned and serviced by the local governing body. May include title; registration; damage/accident reports.	*	O	-	-	*	Finance	*=Life of asset.
4.30	Fixed Assets Inventory, disposition Documents.	*	O	-	-	*	Finance	*=Life of asset.
4.31	Revenue Sharing/Safe Communities Files	3Y	PP	3Y	E	6Y	Finance	
4.32	Census Bureau Finance Reports	C	PP	-	-	C	Finance	
4.33	Grant Award Letters and Signed Applications All original award letters and signed grant applications.	P	E	P	E	P	Finance	
4.34	Insurance Policies and Endorsements Includes insurance proposals, policies and endorsements, bonds, riders, correspondence, financial coding vouchers and billing information.	T+2Y	PP	48Y	E	T+50Y	Finance	
4.35	Bid/quotes Vendor bids/proposals, evaluation sheet, bid abstract, and contract.	5Y	PP	-	-	5Y	Finance	
4.36	Travel authorization and expense reports. Completed travel authorization and expense reports.	3Y	E	-	-	3Y	Finance	

Department Finance Payroll		Schedule No. 5					Page 1 of 2	
Record Title	Records Description	Retention Period				Total	Office of Record	Remarks
		Office		Storage				
5.1	W-2 Form Federal withholding tax statement.	2Y	PP	2Y	E	4Y	Finance	
5.2	W-4 Form Employee withholding exemptions.	2Y	PP	2Y	E	4Y	Finance	
5.3	Timesheets Daily, weekly or monthly record of hours works.	7Y	E	-	E	7Y	Finance	
5.4	Garnishment and Payroll Deduction, Court Orders Includes small claims garnishments; child support withholding orders.	50Y	PP	-	-	50Y	Finance	
5.5	Employee Pay Record List of check number, employee name, net amount and financial coding, gross earning, deductions and notification of pay step increases.	50Y	E	-	E	50Y	Finance	
5.6	General Ledger Distribution Report	7Y	E	-	-	7Y	Finance	
5.7	Direct Deposit Slip	1Y	PP	2Y	E	3Y	Finance	
5.8	Employee Deduction/Benefit Report	2Y	PP	5Y	E	7Y	Finance	
5.9	Payroll Report May include the following reports: Federal Insurance Contribution Act, unemployment insurance, summary/special detailed queries, stopped/reissued warrants, overtime and retirement. Y	2Y	PP	2Y	E	4Y	Finance	
5.10	Electronic Federal Tax Payment (EFTPS) Documentation This series documents tax deposits transmitted to the federal government. Includes spreadsheets and other backup.	4Y	E	-	-	4Y	Finance	
5.11	Internal Revenue Service Reports and Reconciliations May consist of the following IRS reports: 1099R and related	*+7Y	E	-	-	*+7Y	Finance	*=Until due date of appropriate tax return period or date tax is

	reports, and 945. May include reconciliations (work papers) regarding tax liability for retirees and their beneficiaries.							paid, whichever is later. 26 CFR 31.6001-1.
5.12	IRS Levy	*	PP			*	Finance	*=Until paid.
5.13	Savings Bond and 401K Accounting Records	50Y	E	-	-	50Y	Finance	
5.14	Accident Incident Reports: Property damage and personal injury.	L+2Y	PP	2Y	E	L+4Y	Finance	
5.15	ESC Reports Unemployment Insurance Information.	2Y	E	-	-	2Y	Finance	
5.16	941 Quarterly Reports to IRS	7Y	E	-	-	7Y	Finance	
5.17	Deferred Compensation Claims	7Y	E	-	-	7Y	Finance	
5.18	Deferred Compensation Application	2Y	E	-	-	2Y	Finance	
5.19	Contracts with Non-Union Employees	T+1Y	E	-	-	T+1Y	Finance	
5.20	Electronic Federal Tax Payment	4Y	E	-	-	4Y	Finance	
5.21	Deferred Compensation Quarterly Reports ICMA/Union/Pebasco.	7Y	E	-	-	7Y	Finance	
5.22	PERS Reports	7Y	E	-	-	7Y	Finance	
5.23	Payroll Advance Request Form	2Y	PP	-	-	2Y	Finance	
5.24	Vehicle Files	*+2Y	PP	-	-	*+2Y	Finance	*= Life of Vehicle
5.25	TPSC Claims Weekly register and monthly statement. Claims paid. Copies of statements from Trustees Plans Services Corporation indicating amount of claims paid and check received from City. Journal vouchers recording claims paid.	2Y	E	-	-	2Y	Finance	
5.26	Vacation and Sick Leave Records	1Y	PP	2Y	E	3Y	Finance	

Department Finance Sales Tax		Schedule No. 6				Page 1 of 1	
Record Title	Records Description	Retention Period				Office of Record	Remarks
		Office		Storage	Total		
6.1	Business license/sales tax. Files of monthly sales tax and quarterly longing tax.	3Y	PP	-	-	3Y	Finance
	Business licenses not issued.	1Y	PP	-	-	1Y	
6.2	Bed Tax records Record of quarterly bed/lodging tax payments.	3Y	E	-	-	3Y	Finance
6.3	Land Lease payment documentation.	T+2Y	PP	P	E	P	Finance
6.4	Protective custody charges.	3Y	E	-	-	3Y	Finance
6.5	Dock Charges	3Y*	PP	-	-	3Y*	Finance *= or until balance paid on collections.
6.6	Ambulance claim pay. Charges for ambulance calls.	T	PP	-	-	T	Finance
6.7	Licenses and Permits (non Business)	1Y	PP	-	-	1Y	Finance
6.8	Permits Register	-	-	30Y	E	30Y	Finance
6.9	Sales Tax Registration and Reports	3Y	PP	-	-	3Y	Finance
6.10	Landfill Salvaging Permits	2y	PP	-	-	-	Finance

Department Finance Utilities		Schedule No. 7					Page 1 of 1	
Record Title	Records Description	Retention Period				Office of Record	Remarks	
		Office	Storage		Total			
7.1	Physical Address Files. Files by street address which contain water and sewer service applications and agreements, changes of service, disconnect, sewer set-up, disconnect/reconnect forms, ect.	*+3Y	E	-	-	*+3Y	Finance *= End of service.	
7.2	Inspection Forms. City inspections of water and sewer tanks.	P	E	-	-	P	Finance	
7.3	Pump House Files. Record of quarters received from pump house weekly.	3Y	E	-	-	3Y	Finance	
7.4	Senior Exemption Files	3y	P	-	-	-	Finance	

Department Procurement, Contracts and Grants		Schedule No. 8					Page 1 of 1	
Record Title	Records Description	Retention Period				Office of Record	Remarks	
		Office	Storage		Total			
8.1	Procurement Records This series includes documents related to purchases of goods and services and may include: bid specifications, requests for proposal, vendor solicitations, price quotations, bid abstracts, purchase orders/requisitions, contracts/leases, delivery orders, correspondence and tracking logs.	-	-	-	-	CFY + 3Y	Finance	
8.2	Contract Administration Consists of notification of award, original contract, and amendments or renewals, special conditions, fiscal reports, payment logs, progress reports and correspondence. Includes contracts for leased space, contract insurance and bonds.	-	-	-	-	*+6 Years	Finance *=Life of Contract. Per AS 09.10.053, Statute of Limitations is three years for causes of action which accrued after August 7, 1997.	
8.3	Grant Administration Files						Finance	
8.3.1	State	-	-	-	-	6Y	Per AS 09.10.053, Statute of Limitation is three years.	
8.3.2	Federal	-	-	-	-	*	*=Until federal audit is completed or three years after grant closeout whichever is later.	
	This serves to document receipt of State or federal monies and consists of applications, notifications of grant award, agreements, special conditions, financial reports, closeout documents, reports (audit, status, progress and compliance), and correspondence.							

Department Public Safety - Police		Schedule No. 9					Page 1 of 5	
Record Title	Records Description	Retention Period					Office of Record	Remarks
		Office		Storage		Total		
9.1	<p>Police Reports/Complaints</p> <p>Police Reports Records complaint, reports and follow-up for the following: felonies (which may include property records; arrest, court, processing, disposition and consent to search documents, witness/Miranda rights statements), motor vehicle accidents with injuries, missing person (unsolved), misdemeanors, abandoned vehicles/structures, breathalyzer use, domestic violence, accidental/unexplained death, escapes.</p> <p>Complaints Record of complaints to police/public safety officer. Includes data relating to reporting party, locations and nature of incident, time and dispatch information and disposition.</p>						Police	
9.1.1	Noncriminal	2Y	E	-	-	2Y		
9.1.2	Criminal	*	E	-	-	*		*=Until statutes of limitations has expired.
9.1.3	Motor Vehicle	3Y	E	-	-	3Y		
9.1.4	Accidental, unexplained death	P	E	-	-	P		
9.1.5	Unsolved Missing Persons	P	E	-	-	P		
9.2	<p>Police Reports (Major and Minor)</p> <p>Records complaint, reports and follow-up for the following: felonies (which may include property records; arrest, court,</p>	1Y	E	-	-	1Y	Police	

	processing, disposition and consent to search documents, witness/Miranda rights statements), motor vehicle accidents with injuries, mission person (unsolved), misdemeanors, abandoned vehicles/structures, breathalyzer use, domestic violence, accidental/unexplained death, escapes.							
9.3	Filed Interrogation Information Name and identifying data regarding persons questioned in the field, location, comments and disposition. May include vehicle, NCIC checks and information used for analytical purposes.	5Y	E	-	-	5Y	Police	
9.4	Investigation Case Information Detectives' working papers of cases under investigation. Contains polygraph, surveillance and crime lab reports; latent fingerprints; photographs and other media; and copies from Police Reports. Unsolved Solved	 P *+1Y	 E E	 - -	 - -	 P *+1Y	Police	 *= Closing of the case.
9.5	Arrest Records Cumulative information for each adult arrested including booking documentation (name, arrest booking/AST number, address, date of birth, sex, occupation, physical description, offense, complaint report and disposition of case), finger print cards, photographs, processing reports, copies from Police Report files, investigation reports, witness statements, signed Miranda rights, evidence examination requests, property records, rap sheets, court process and disposition documents.	T or 10 Years *	E	-	-	T or 10 Years *	Police	*=Retain records for the longer period.
9.6	Outstanding Warrants Lists of outstanding arrest warrants. May include name, date of birth, address, offense code, case number, warrant date, status, charging section.	C	E	-	-	C	Police	

9.7	Use of Force Investigations Investigations on the application of physical or deadly force. May include copies from complaint report file, inquiry and findings.	7Y	E	-	-	7Y	Police	
9.8	Internal Affairs Investigations Investigations of complaint of alleged officer misconduct. May include reports, correspondence, statements, investigation documentation, findings and disposition.	7Y	E	-	-	7Y	Police	
9.9	Confidential Informant Files Information recorded may include number assigned to informant, informant and case officer names, reference to origins of the contact reports of information supplied by informant, and expenditure/payment records.	*+ 7Y	E	-	-	*+7Y	Police	*= Until informant is no longer active.
9.10	Logs/Indices May include the following type of logs/indices: radio/dispatch, tapes control, patrol, officer, detective, arrest booking, missing person, Grand Jury, NCIC inquiry, evidence, juvenile arrest, administrative (documenting time in court, educational activities, assisting another officer) overtime, weather, staffing/daily roster, daily assignment, unit, property recovery, radar, weapon, animal report, accident and towed vehicle.	5Y	E	-	-	5Y	Police	
9.11	Property Records Individual record of property/evidence taken into custody. May include date, names addresses, signatures, description, serial numbers, condition, location, complaint report number, comments and disposition.	C+3Y	O	-	-	C+3Y	Police	
9.12	Stolen Property Lists Received and internally produced lists and printouts of lost, stolen, found, pledged or pawned property.	C	E	-	-	C	Police	
9.13	Criminal Background Checks Criminal background checks done as a consequence of requests from employers or local government requirement.	1Y	E	-	-	1Y	Police	

	May include polygraph tests, FBI checks, interviewer notes, etc. Examples include school, day care or nursing home employees.							
9.14	Sex Offenders Information Data relative to sex offenders that may include name, address, photograph, place of employment, date of birth, crime for which convicted, date of conviction, and court of conviction.	C	E	-	-	C	Police	Per AS 18.65.087 the Alaska Department of Public Safety maintains a central registry of sex offenders required to register under AS 12.63.010.
9.15	Juvenile Arrest Files Cumulative information file on each juvenile arrested. May include processing report, cover and face sheet, copies from complaint report files, investigation reports, property records, witness statements, signed Miranda rights, Family Court petitions, court process and disposition documents.	C+6Y	E	-	-	C+6Y	Police	
9.16	Abuse/Neglected Child Notification Reports from the DFYS or the ACS of suspected cases of child abuse endangerment or neglect. May include cover letter, investigative worker's observations/recommendations, and investigation summary.	3Y	E	-	-	3Y	Police	DFYS=Division of Family and Youth Services. ACS= Alaska Court System.
9.17	Traffic Records Includes summons books, citations, and tickets, notices for court appearances, etc.	1Y	E	-	-	1Y	Police	
9.18	Radar Reports May include certification of calibration, routine radar check reports, and certification of accuracy for tuning forks.	*+2Y	E	-	-	*+2y	Police	*= Life of asset.
9.19	Crime Statistics Statistical compilations of crimes committed within the local jurisdiction.	P	E	-	-	P	Police	
9.20	Animal Control Files May consist of the following: licenses, animal complaint notifications/citations, description of animal, notification to owner, certification of ownership, owner claims, release of animal data, dog bit reports and statistical reports. Also	3Y	O	-	-	3Y	Police	

	spay/neuter euthanasia, vaccination, patrol, and abuse/cruelty information.							
9.21	Dog Licensing	C	E	-	-	C	Police	
9.22	Towed Vehicle Logs Property information, location, time, date, disposition information.	*+2Y	E	-	-	*+2Y	Police	*=Disposal of property.
9.23	Regulated Vehicle Permit Records	T+2Y	E	-	-	T+2Y	Police	
9.24	Chauffer Permit Records	2Y	E	-	-	2Y	Police	

Department		Schedule No.					Page	
Fire		10					1 of 2	
Record Title	Records Description	Retention Period				Office of Record	Remarks	
		Office		Storage	Total			
10.1	Fire Investigation Files Record of fire department investigations of suspicious or incendiary fires. May include reports (fire, rescue, investigators, State Fire marshal, police, casualty, insurance), video evidence, memoranda, diagrams, or other documentation relating to investigation.	*+30Y	E	-	-	*+30Y	Fire *= Until investigation is closed.	
10.2	EMS Incident Reports Reports of any incident that involved Emergency Medical Services.	10Y	E	-	-	10Y	Fire	
10.3	Permits/Licenses Issued Applications and permits issued by local fire authority. May include open burn permits, permits relating to fireworks, storage/handling of flammable liquid or hazardous substances or selling of fire detection equipment.	*+3Y	PP	-	-	*+3Y	Fire *= Until permit expires.	
10.4	Fire and Rescue Response Dispatch Tapes Multimedia materials used in fire prevention education including brochures, films, cd's, posters, pamphlets and other program resources.	C	PP	-	-	C	Fire	
10.5	Fire and Rescue Response Circuit/Radio Box Records						Fire *=Life of system.	
10.5.1	Test Logs	1Y	PP	-	-	1Y		
10.5.2	Alarms Records Record of alarm response tests conducted on all circuit, radio and location alarm boxes to ensure proper alarm	*	PP	-	-	*		

	signals are being received. May also include maintenance records and inspection/testing records for individual alarm systems							
10.6	Equipment Inspection Records Records of inspections for vehicles, mechanical systems, hoses, ladders, and mask service information.	3Y	PP	-	-	3Y	Fire	
10.7	Apparatus Accident Files Department record of accidents involving municipal fire/rescue vehicles. May include police reports, witness statements, memoranda, diagrams, photographs and related documentation.	3Y*	PP	-	-	3Y*	Fire	*=Retain longer if involved in litigation. Consult with legal counsel prior to disposition.
10.8	Hazardous Materials/Substances Right to Know Files Annual Updates Consists of detailed product/chemical identification listings supplied annually by individual employers that hold, use, or sell products considered hazardous by the USDOL, DOSH.	3Y	PP	-	-	3Y	Fire	
10.9	Hazard Communication & Material Safety Data Sheets Lists of hazardous chemicals present in the workplace and copies of material safety data sheets received with incoming shipments of chemicals and posted in the workplace.	2Y	PP	3Y	PP	5Y	Fire	Record copy retained by receiving department. Authority: 20 CFR 1910.1200;
10.10	Contingency and Emergency Services Plans	P	PP	-	-	P	Fire	

Department Parks and Recreation		Schedule No. 11					Page 1 of 1	
Record Title	Records Description	Retention Period				Total	Office of Record	Remarks
		Office		Storage				
11.1	Recreation Program Records Records relating to programs and activities sponsored or developed by the Parks and Recreation Depart. Included are sports programs, arts, charitable events, and day camps.	3Y	PP	-	-	3Y	Parks	
11.2	Maps, Plans and Drawings This series documents topographic features, drainage, structures, proposed enhancements, etc. for parks.	C	PP	-	-	C	Parks	
11.3	Park Files Documentation on all City Parks: park improvements, installations, park maintenance, park assessments, signs, site plan permits, park safety, park equipment.	P	PP	-	-	P	Parks	
11.4	Log Cabin Rental Signed rental agreements, calendar	T+1Y	PP	-	-	T+1Y	Parks	
11.5	Incident logs. Legal files: child incident reports, reprimands, Community Service Works, etc.	P	PP	-	-	P	Parks	

Department Planning		Schedule No. 12					Page 1 of 3	
Record Title	Records Description	Retention Period					Office of Record	Remarks
		Office	Storage			Total		
12.1	Planning Commission Files						Planning	
12.1.1	Approved and Wavered Proposals	P	PP	-	-	P		
12.1.2	Denied and Withdrawn Proposals	3Y	PP	-	-	3Y		
	This series documents official actions of the Planning Commission. May include correspondence, master, preliminary, and final plans, amendments, written comments from federal, state or other municipal agencies, permits and agreements with state and federal reviewing agencies, approved master and preliminary plans, site and impact analyses.							
12.2	Planning and Zoning Enforcement Case Files Documents complaints and actions taken regarding the enforcement of planning and zoning regulations.	C+2Y	PP	4Y	E	C+6Y	Planning	*= Until resolution of the case.
12.3	Land Classification Case Files Documents actions to classify lands within the jurisdiction of the local government. May relate to acquisitions, sales, leases management agreements, letters of entry, timber sales, resource sales, etc.	*+2Y	PP	8Y	E	*+10Y	Planning	*= Until resolution of the case. If case files subject to potential litigation, retain until file no longer has legal value.
12.4	Land Management Case Files Documents management of lands. Files may relate to acquisitions, sales, leases, management agreements, and letters of entry.	*+2Y	PP	8Y	E	*+10Y	Planning	*= Until resolution of the case. If case files subject to potential litigation, retain until file no longer has legal value.

12.5	Conditional and Temporary Use Permits	*+1Y	PP	-	-	*+1Y	Planning	*=Life of permit.
12.6	Site Selection Files Documents site selection for proposed facilities including fire service, libraries, parks, police, schools, utilities, water and sewer.	P	PP	-	-	P	Planning	
12.7	Coastal Management Consistency Reviews State, federal and local reviews for conformance with Coastal management reviews and plans.	C+6Y	PP	-	-	C+6Y	Planning	
12.8	Flood Control Program Files. Includes erosion control studies, flood plain data, correspondence, maps and drawings documenting flood/erosion areas and specific problem parcels.	C	PP	-	-	C	Planning	
12.9	Geographic Names files Consists of applications and backup data relating to the naming of mountains, lakes, streams and other geographic features.	P	PP	-	-	P	Planning	
12.10	Road Name Changes Includes information regarding road name changes and copies of affidavit of publication.	P	PP	-	-	P	Planning	
12.11	Right of Way and Easement Files Grant of easement records for legal permission to conduct work on private property, including, but not limited to, laying, constructing, maintaining, operating, repairing and servicing water and sewage pipes, mains, drains, signs and utilities. Also vacations, descriptions of easement areas, diagrams, plans agreement, memoranda correspondence and property disposition.	5Y	PP	P	PP	P	Planning	
12.12	Plans, Maps and Drawings Plans, drawings, maps and as-builts including, but not limited to, municipal buildings, streets, survey/plat, lot plans, layout/grade, zoning, easements, landfills, subdivisions, traffic control, water and fire lanes.	P	PP	-	-	P	Planning	
12.13	Subdivision and Land Development Project Files						Planning	

12.13.1	Approved	P	PP	-	-	P		
12.13.2	Denied Applications	C	PP	-		C		
	Records documenting property subdivisions. May include applications, site plan review, check lists, inspections, diagrams, plans, plats, drawings, specifications, covenants, subsurface soils investigations, boundary surveys, memoranda and other analyses.							
12.14	Permit Application Files Permits include: Construction, Building, and Utility. May consist of applications, copy of permit, maps, site plans/plats, specifications, drawings, engineer/architect's certification, as-builts, inspection reports, accounting data, etc.	T+2Y	PP	4Y	E	T+6Y	Planning	

Department Public Works		Schedule No. 13					Page 1 of 3	
Record Title	Records Description	Retention Period				Office of Record	Remarks	
		Office	Storage	Total				
13.1	Construction Project Files Consists of specifications, contracts, plans, bids, evaluations, performance bonds and correspondence documenting solicitation, selection, award/administration of contracts and professional service agreements. May include field reports, job accounting information contract modifications, data relative to utilities and project close-out information.	*+2Y	PP	4Y	E	*+6Y	Public Works *=Until project is completed.	
13.2	Regulatory Compliance Files Records documenting compliance with state/federal requirements such as coastal resources management and freshwater wetlands. May include copies of applications for authorization to perform work, request for preliminary determinations, wetlands determinations complaints, notices of violations, plans/maps, notices of public hearings, correspondence and memoranda.	*+3Y	PP	-	-	*+3Y	Public Works *= Until project is completed.	
13.3	Work/Repair Requests and Complaints Request for work or repairs initiated by citizen complaint or internally. Data may include name and number of complainant or requestor, location and type of work to be performed, dates and times of receipt/response. This series would include any maintenance on vehicles or buildings.	3Y	PP	-	-	3Y	Public Works	
13.4	Facility Maintenance Files Includes all documents, files and data relating to operation of facility, including permits, utilities correspondence, bids, reports, proposals, accounting and enabling legislation.	* or C	PP	-	-	* or C	Public Works *=For the life of facility.	
13.5	Sanitation Files Records relating to sanitation functions, truck routes and activity. May include vehicle scale/ tonnage reports, maps, routes correspondence, newspaper clippings of public	1Y*	PP	9Y	-	10Y	Public Works *=If records may be subject to potential litigation, retain permanently.	

	notices, manifests, logs and crew lists.							
13.6	Landfill Records Records relating to municipal landfill operations. May include certificates of insurance; ground water samples/analysis; EPA screening site inspection; preliminary assessments; state field test reports; methane gas analyses/results; engineering, operating, contingency, sedimentation and erosion control plans; hydro geological reports; monitoring logs; CERCLIS documentation; site access agreements; and, closure/post closure records.	P	PP	5Y	-	5Y	Public Works	
13.7	Geologic Data Documents relating to slides, borings/drainage, and other subsurface conditions including piling records.	P	PP	-	-	P	Public Works	Lifetime of Facility.
13.8	Water and Sewer Connection Records Records detailing sewer connections for individual properties and or municipal systems. Includes location, diagram and address. May include system specifications, request for location of connections, surveys, sketches, inspection and work reports and dye test request.	P	PP	-	-	P	Public Works	Lifetime of Facility.
13.9	Water and sewer System Monitoring Charts and Logs Graphs monitoring water distribution system: flow rates, pressure and elevation. Logs documenting water readings at individual pumps/meter stations including date, time, reading, number of gallons per minute and reader's name.	3Y	PP	-	-	3Y	Public Works	Lifetime of Facility.
13.10	Well Information Including well boring and well logs.	3Y	PP	-	-	3Y	Public Works	Lifetime of facility.
13.11	Water Testing Records Record of water testing and analysis conducted on water system. Records may include but are not limited to, laboratory certificates of analysis; microbiological, samples analysis and other result reports; water supply summary sheet; monthly water quality logs; chain of custody forms; and, lead/copper/nitrate results.						Public Works	*=Until last action taken with respect to the applicable violation.

13.11.1	Lead & copper analyses, corrosion control sampling and source water treatment records.	4Y	PP	8Y	E	12Y		18 AAC 70
13.11.2	Chemical, organic/inorganic chemical, radiological and turbidity analyses, and sanitary system survey data.	4Y	PP	6Y	E	10Y		18 AAC 72
13.11.3	Records of action taken to correct violations of primary drinking water regulations.	*+3Y	PP	-	-	*+3Y		18 AAC 80
13.12	Water Management Plans Plans mandated by Alaska Statutes, regulated through the Alaska Statute, and regulated through the Alaska Administrative Code. Plans include but are not limited to, Water Supply management, Water Quality Protection and Wellhead Protection.	C	PP	-	-	C	Public Works	Lifetime of Facility.
13.13	Meter Reading Books and Cards Record of water usage for customers. Includes date of reading, reading figures, water consumed, meter number, size, manufacturer, owner, address and service number.	2Y	PP	4Y	E	6Y	Public Works	Lifetime of Facility.
13.14	Recycling and Hazardous Waste Records Record of materials (metals, oil, antifreeze, break/power steering fluid, asbestos, paint, Freon, Other waste) transported to the municipal recycling center/landfill. Data may include disposal authorizations/certifications, name of resident, address, date, materials delivered and vehicle registration number.	3Y	PP	-	-	3Y	Public Works	
13.15	CDL Compliance Information	3Y	PP	-	-	3Y	Public Works	
13.16	Permits and License: includes public gatherings, animal, bicycle, charity collections, or events, public facility use, utility permits.	*+2Y	PP	-	-	1Y	Public Works	C=Until Permit Expires.
13.17	Incident/Accident Reports	1Y	PP	-	-	Y	Public Works	

Department City Dock/Port Department		Schedule No. 14					Page 1 of 1	
Record Title	Records Description	Retention Period					Office of Record	Remarks
		Office		Storage		Total		
14.1	Invoices Customer invoices, charges for services and extra calls.	2Y	PP	1Y	PP	3Y	Port	
14.2	Permits Permits to operate at Port of Bethel; welding, moorage, storage, stevedoring.	2Y	PP	-	-	2Y	Port	
14.3	Port Improvements and Correspondence Port development, seawall, dock, small boat harbor, all Army Corp of Engineers records and correspondence.	P	PP	P	PP	P	Port	
14.4	Harbor Master Files Includes hours worked, number of warning and citations issued remarks, and comments, Mooring permits issued, inspections conducted, USCG certifications and proofs of insurance.	1Y	PP	2Y	PP	3Y	Port	
14.5	Impound/Abandoned Property and Information	*+2Y	PP	-	-	*+2Y	Port	*= Termination of impound.
14.6	Hydro-Surveys	2Y	PP	P	PP	P	Port	
14.7	Log Books Includes daily records of what is done.	3Y	PP	P	E	P	Port	
14.8	Time Cards Employment time records.	1Y	PP	-	-	1Y	Port	

Department Legal		Schedule No. 15					Page 1 of 2	
Record Title	Records Description	Retention Period				Office of Record	Remarks	
		Office		Storage	Total			
15.1	Attorney Reports, Memos and Council/Staff Communication Specific to Legal Advice or Interpretation Reports or memoranda prepared by attorney providing legal advice or interpretation.	4Y	E	-	-	4Y	Legal	
15.2	Continuing Legal Education Presentations; Handouts; Notes	5Y	E	-	-	5Y	Legal	
15.3	Contract Working Files Drafts; correspondence and research	*2/5Y	E	-	-	*2/5Y	Legal	*2 years after contract negotiations fail or 5 years after contract completion.
15.4	General Correspondence Original incoming and copies of outgoing letters and memoranda related to the general administration and operation of the City.	2Y	E	-	-	2Y	Legal	
15.5	Investigation (not prosecuted) Includes work papers, analyses, evidence, final reports, request for legal opinions, research notes, correspondence, photographs and other media.	*+6Y	E	-	-	*+6Y	Legal	*Until investigation concludes.
15.6	Legal Bills/Invoices	2Y	E	-	-	2Y	Legal	
15.7	Legal Research Research into various legal matters and ordinance drafts.	5Y	E	-	-	5Y	Legal	
15.8	Litigation -Action for recovery of real property. -Actions for sales tax collections. -Actions for trespass or waste on real property.	*+2Y	PP	5Y	E	7Y	Legal	*End of Litigation.
15.9	Litigation Case Files Action in civil and criminal cases. Includes briefs, pleadings,	P*	E	-	-	P	Legal	*Attorney and City Clerk to determine depending on case

Legal – Schedule No. 15

	investigative materials, court proceedings, transcripts, correspondence, exhibits, photographs and other media.							type and subject 25 year minimum retention.
15.10	Minor Offenses Citation copies; pleadings related to; correspondence;	*+5Y	E	-	-	5Y	Legal	* After matter fully completed, including collection of fine due.
15.11	Notice to comply and/or Violation Reports	3Y	E	-	-	3Y	Legal	
15.12	Procurement RFP/RFB Reviews; re-writes; related document reviews	3Y	E	-	-	3Y	Legal	
15.13	Grant Working Files Research; document draft; form development; notes	4Y	E	-	-	4Y	Legal	
15.14	Union Working Files Negotiation notes; draft agreements; grievances; appeals	*+6	E	-	-	6Y	Legal	*Completed or a new contract is negotiated.

Legal – Schedule No. 15

Department Information Technology		Schedule No. 16					Page 1 of 1	
Record Title	Records Description	Retention Period				Office of Record	Remarks	
		Office	Storage					Total
16.1	Computer System Files Backup Tapes Documentation File Documentation File may include: program/system documentation, wiring records, (specifications/drawings of buildings cables or computer hardware connections) application software licenses/agreements, data systems and file specifications, security information (access requests/authorizations/logs, passwords), disaster recovery procedures, user guides, usage/inventory reports, backup procedures.	*	-	-	-	-	IT	*= Data on drives is rotated according to established IT procedures.
		C	-	-	-	C	IT	Data is backed up to an offsite cloud location over the network for additional redundancy and security.
16.2	IT Service Requests Request for service from department. Documents requestor, type of service requested and IT Action.	3Y	E	-	-	3Y	IT	

CITY OF BETHEL, ALASKA

Resolution #17-08

**A RESOLUTION IN SUPPORT OF LEGISLATION CORRECTING PROBLEM
CAUSED BY COURT RULING AND RETURNING AUTHORITY OF
MUNICIPALITIES TO FILE AND ENFORCE LIENS FOR NON-PAYMENT OF
SERVICES**

WHEREAS the City of Bethel provides water and sewer services to residents and businesses located within the City;

WHEREAS the City also provides ambulance, police, safety, port, parks and recreation, planning and other services to all who reside or visit Bethel;

WHEREAS in 2012 the Alaska Supreme Court found that because liens based on municipal law were not included in AS 09.45.169(2), that municipal liens for services were no longer valid;

WHEREAS prior to the 2012 decision, municipalities had utilized liens for decades as a last resort method to help collect and recover costs of providing services when all other methods to collect from the responsible party had failed;

WHEREAS the legislature, specifically, Senator Egan, is sponsoring SB-100 that would give liens issued under municipal law the same authority as liens under state law;

WHEREAS the bill would give the City of Bethel back its lien powers and would go a long way towards collection efforts;

NOW, BE IT RESOLVED, that the Bethel City Council supports legislation giving liens under municipal law the same authority as liens under state law.

**ENACTED THIS 11th DAY OF APRIL 2017, BY A VOTE OF ____ IN FAVOR AND ____
____ OPPOSED.**

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Introduced by: City Manager Williams
Introduction Date: April 11, 2017
Public Hearing: April 25, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-17

AN ORDINANCE AUTHORIZING THE DISPOSAL OF INTEREST IN EASEMENTS/LAND FOR UTILITY ACQUIRED THROUGH ORDINANCE 16-14 FROM THE YUKON-KUSKOKWIM HEALTH CORPORATION

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

WHEREAS in accordance with Bethel Municipal Code section 4.08.0020 the City Council may acquire any interest in real property by purchase, lease, exchange, transfer, donation or any other method;

WHEREAS on May 24, 2016, the City of Bethel acquired an easement from the Yukon Kuskokwim Health Corporation (YKHC);

WHEREAS the easement was more particularly described as follows:

Easement #2

WHEREAS The easement consists of portion of Lot 49, U.S. Survey No. 4117, according to the official Bureau of Land Management plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

The easement is more particularly described as follows:

Beginning at the southwest corner of said Lot 49, being the True Point of Beginning for this description; thence on the west line thereof N00°00'17"E 497.07 feet to an angle point on said west line; thence N09°45'57"E 74.93 feet to the northwest corner of said Lot 49; thence on the north line thereof S87°00'03"E 15.11 feet; thence departing said line S09°45'57"W 75.43 feet; thence S00°00'17"W 498.40 feet to a point on the south line of said Lot 49; thence said line N80°08'48"W 15.22 feet to the True Point of Beginning. Said easement embraces an area of 8,594 square feet, more or less as calculated from said courses and distances.

Introduced by: City Manager Williams
Introduction Date: April 11, 2017
Public Hearing: April 25, 2017
Action:
Vote:

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

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

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030(B) Disposal to an Entity Providing Necessary Public Service and Bethel Municipal Code.

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

RELEASE OF PUBLIC UTILITY EASEMENT

This Release of Public Utility Easement is made this _____ day of March, 2017, by and between the **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter referred to as "City", **GRANTOR**, whose address is P.O. Box 1388, Bethel, Alaska 99559, and **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter referred to as "YKHC", **GRANTEE**, whose address is P.O. Box 528, Bethel, Alaska 99559.

YKHC executed a Public Utility Easement on April 21, 2016, recorded as Document No. 2016-000674-0, granting the City a utility easement in perpetuity through, across, over and under the following described real property, to wit:

Lot 49, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

The Easement is more particularly described as follows:

Beginning at the southwest corner of said Lot 49, being the True Point of Beginning for this description; thence on the west line thereof N00°00'17"E 497.07 feet to an angle point on said west line; thence N09°45'57"E 74.93 feet to the northwest corner of said Lot 49; thence on the north line thereof S87°00'03"E 15.11 feet; thence departing said line S09°45'57"W 75.43 feet; thence S00°00'17"W 498.40 feet to a point on the south line of said Lot 49; thence said line N80°08'48"W 15.22 feet to the True Point of Beginning. Said easement embraces an area of 8,594 square feet, more or less as calculated from said courses and distances.

The City desires to release, relinquish and terminate any and all rights that it has or may have to the Public Utility Easement described above and previously recorded in the Bethel Recording District, Fourth Judicial District, State of Alaska as Document No. 2016-000352-0.

NOW THEREFORE:

1. The recitals set forth above are hereby incorporated into this Release;
2. The City does forever release, relinquish and terminate any and all rights that it has or may have under the Easement previously granted by YKHC which is referred to in this document and officially recorded at the State of Alaska Recorder's Office under document number 2016-000674-0;

3. This release shall not release, relinquish or terminate any other Easements the City may have on said property that are not specifically described in this document.

DATED this _____ day of March, 2017.

CITY OF BETHEL

By: Peter A. Williams
City Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this _____ day of March, 2017 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Peter A. Williams**, City Manager, for the City of Bethel, a municipal corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that he executed the same as the free and voluntary act of the City of Bethel, with full authority to do so, and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559

RELEASE OF PUBLIC UTILITY EASEMENT

This Release of Public Utility Easement is made this _____ day of March, 2017, by and between the **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter referred to as "City", **GRANTOR**, whose address is P.O. Box 1388, Bethel, Alaska 99559, and **KIPUSVIK LLC, GRANTEE**, whose address is P.O. Box 528, Bethel, Alaska 99559.

Kipusvik LLC executed a Public Utility Easement on February 17, 2016, recorded as Document No. 2016-000350-0, granting the City a utility easement in perpetuity through, across, over and under the following described real property, to wit:

Tract 3, BNC INDUSTRIAL PARK, according to the official plat thereof, filed under Plat Number 2012-3, in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska;

EXCEPTING THEREFROM the subsurface estate and all rights, privileges, immunities and appurtenances of whatsoever nature accruing unto said estate pursuant to the Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat 688, 704; 43 USC 1601, 1613(f) (1976) as reserved by the United States of America in the Patent of said land.

The Easement is more particularly described as follows:

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

Beginning at the northwest corner of said Tract 3, being the True Point of Beginning for this description; thence on the northerly line thereof, S69°59'15"E 21.00 feet; thence departing said northerly line S40°44'46"W 135.89 feet to the westerly line of said Tract 3; thence on the westerly line thereof, N32°02'29"E 129.95 feet to the True Point of Beginning. Said easement embraces an area of 1,335 square feet, more or less as calculated from said courses and distances.

The City desires to release, relinquish and terminate any and all rights that it has or may have to the Public Utility Easement described above and previously recorded in the Bethel Recording District, Fourth Judicial District, State of Alaska as Document No. 2016-000350-0.

NOW THEREFORE:

1. The recitals set forth above are hereby incorporated into this Release;
2. The City does forever release, relinquish and terminate any and all rights that it has or may have under the Easement previously granted by Kipusvik LLC which is referred to in this document and officially recorded at the State of Alaska Recorder's Office under document number 2016-000350-0;
3. This release shall not release, relinquish or terminate any other Easements the City may have on said property that are not specifically described in this document.

DATED this ____ day of March, 2017.

CITY OF BETHEL

By: Peter A. Williams
City Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this _____ day of March, 2017 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Peter A. Williams**, City Manager, for the City of Bethel, a municipal corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that he executed the same as the free and voluntary act of the City of Bethel, with full authority to do so, and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Introduced by: City Manager Williams
Introduction Date April 11, 2017
Public Hearing: April 25, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-18

AN ORDINANCE AUTHORIZING THE DISPOSAL OF INTEREST IN EASEMENTS/LAND FOR UTILITY ACQUIRED THROUGH ORDINANCE 16-32 FROM KIPUSVIK, LLC

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

WHEREAS in accordance with Bethel Municipal Code section 4.08.0020 the City Council may acquire any interest in real property by purchase, lease, exchange, transfer, donation or any other method;

WHEREAS on October 25, 2016, the City of Bethel acquired an easement from Kipusvik, LLC;

WHEREAS the easement was more particularly described as follows:

WHEREAS Tract 3, BNC INDUSTRIAL PARK, according to the official plat thereof, filed under Plat Number 2012-2, in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

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

Beginning at the northwest corner of said Tract 3, being the True Point of Beginning for this description; thence on the northerly line thereof, S69°59'15"E 21.00 feet; thence departing said northerly line S40°44'46"W135.89 feet to the westerly line of said Tract 3; thence on the westerly line thereof, N32°02'29"E 129.95 feet to the True Point of Beginning. Said easement embraces an area of 1,335 square feet, more or less as calculated from said courses and distances.

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

Introduced by: City Manager Williams
Introduction Date: April 11, 2017
Public Hearing: April 25, 2017
Action:
Vote:

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

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030(B) Disposal to an Entity Providing Necessary Public Service and Bethel Municipal Code.

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #17-19

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE SECTION 1.02 GENERAL PROVISIONS

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

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

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

WHEREAS, as part of the update, the City Attorney has gone back to the beginning and updated section 1.01 (previously adopted);

WHEREAS, this is a continuation of Title One's update;

NOW, BE IT FURTHER ORDAINED, the City Council adopts the updated section 1.02 of the Bethel Municipal Code as outlined in this Ordinance;

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

SECTION 2. Amendments. Bethel Municipal Code Section 1.02, General Provisions, is amended as follows (old language is stricken, new language is underlined):

Chapter 1.02 GENERAL PROVISIONS

Sections:

- .010 Definitions
- .020 Grammatical Interpretation
- .030 Acts by Agents

- ~~1.04.060 Prohibited acts include causing and permitting.~~
- ~~1.04.090 Repeal shall not revive any ordinances.~~
- ~~1.04.100 Repeal or amendment of any ordinance.~~
- ~~1.04.110 Severability clause.~~

1.02.010 Definitions

The following words and phrases, whenever used in the ordinances of the City of Bethel, Alaska, shall be construed as defined in this section unless from the context a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

- A. "Agent" means a person acting on behalf of another.
- B. "Business day" means a calendar day on which the city's administrative offices are open to provide general services to the public.
- C. "Calendar day" means any day, including Saturdays, Sundays and holidays
- A. "City" and "town" each means the City of Bethel, Alaska, or the area within the territorial limits of the City of Bethel, Alaska, and such territory outside Bethel over which the City of Bethel has jurisdiction or control by virtue of any constitutional or statutory provision.
- B. "City Attorney" means the city attorney for the City of Bethel.
- C. "City Clerk" means the city clerk of the City of Bethel.
- D. "City Manager" means the city manager of the City of Bethel.
- E. "Code," means the Bethel Municipal Code.
- F. "Council" means the City council of the City of Bethel, Alaska. "All its members" or "all councilmen" means the total number of councilmen holding office provided for in the Code, without regard to vacancies or absences.
- G. "Fee" means a sum of money charged by the City for the carrying on of business, profession or occupation.
- H. "Knowingly" imports only a knowledge of the facts exists which brings the act or omission within the provisions of this Code. It does not require any knowledge of unlawfulness of such act or omission.
- I. "Law" denotes applicable federal law, the Constitution and statutes of the State of Alaska, the ordinances of the City of Bethel, and, when appropriate, any and all rules and regulations which may be promulgated thereunder. means the Constitution and statutes of the United States, the constitution statutes of the State of Alaska, and the ordinances enacted by the City of Bethel.
- J. "Owner," applied to a building or land, means and includes any part owner, joint owner, organization, business trust, society, tenant in common, joint tenant, tenant by the entirety, lessee of the whole or of a part of such building or land.
- K. "Peace Officer" means any officer of the State of Alaska, members of the police force of any incorporated city or borough, United States Marshalls and their deputies, and other officers whose duty it is to enforce and preserve the public peace;
- L. "Person" includes a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, firm, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.
- M. "Personal property" means and includes tangible property, other than real property, such as money, merchandise, goods, chattels, effects, evidence of rights things in action and evidences of debt all written instruments by which any pecuniary obligation, right or title to property is created, acknowledged, transferred, increased, defeated, discharged or diminished and very right or interest therein.
- N. "Preceding" and "following" mean next before and next after, respectively.
- O. "Property" includes real and personal property.
- P. "Real property" means and includes land, tenements and hereditaments of all kinds, together with all rights to and interest in land, tenements, and hereditaments and further includes buildings, structures, improvements and fixtures upon or affixed to land.

1.02.020 Grammatical Interpretation

- A. In the interpretation and application of any provisions of this Code, it shall be held to the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare.
- B. Where any provision of the Code imposes greater restrictions upon the subject matter than the general provisions imposed by the Code, the provision(s) imposing the greater restriction and/or regulation shall be deemed to be controlling.
- C. All words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate hearing. All words and phrases not specifically defined shall be construed according to the rules of grammar and according to their common and approved usage. Undefined technical words and phrases which have acquired a peculiar and appropriate meaning shall be construed according to the peculiar and appropriate meaning including any relevant industry standard.
- D. Computation of Time. The time within which an act is required to be done shall be computed by excluding the first (1st) day and including the last day, unless the last day is a Saturday, Sunday or a holiday, in which case it shall also be excluded. All reference to "days" shall be calendar days unless specifically indicated as working or business days.
- E. Word Construction: The following grammatical rules shall apply in the Ordinances of the City of Bethel, unless it is apparent from the context that a different construction is intended:
1. Generally. Whenever any word in any section of this Code importing the plural number is used in describing or referring to matters, parties or persons, in any single matter, party or person shall be deemed to be included, although distributive words may not have been used.
 2. Gender. Each gender includes the masculine, feminine and neuter genders. A word importing the masculine gender only shall extend and be applied to females, firms, partnerships, corporations, et al., and males.
 3. Numerical. The singular number includes the plural and the plural includes the singular. A word importing the singular number only may extend and be applied to several persons and things as well as to one person and thing.
 4. Tenses. Words used in the present tense include the past and ~~the future tenses and vice versa, unless manifestly applicable~~ and words in the future tense include the present or past tense.
 5. The word "shall" or "must" is mandatory and non-discretionary.
 6. The word "or" may be read "and", and "and" may be read "or" if the sense requires it.
 7. The words "preceding" and "following" mean next before and next after, respectively.
 8. The word "may" is permissive.
 9. When the word "includes" or "including" is used in an ordinance, it shall be construed as though followed by the phrase "but not limited to."
 10. Employees. Whenever reference is made in this Code to a City employee by title only, this shall be construed as though followed by the words "of the City of Bethel."
 11. Officers. Whenever reference is made in this Code to a City officer by title only, this shall be construed as though followed by the words "of the City of Bethel."
 12. Signature. "Signature" or "subscription" includes a mark when the person cannot write, with his name written near the mark by a witness who writes his own name near the person's name, but a signature or subscription by mark can be acknowledged or can serve as a signature or subscription to a sworn statement only when two (2) witnesses so sign their own names thereto.

1.02.030 Acts by agents.

When an act is required by an ordinance, the ~~same act~~ being such that it may be done as well by an agent as by the principal, such requirement shall be construed to include all such acts performed by an authorized agent.

~~**1.02.020 Title of office.**~~

~~Use of the title of any officer, employee, department, board or commission means that officer, employee, department, board or commission of the city of Bethel.~~

~~**1.04.060 Prohibited acts include causing and permitting.**~~

~~Whenever in the ordinances of the city of Bethel, any act or omission is made unlawful, it shall include causing, allowing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission.~~

~~**1.04.090 Repeal shall not revive any ordinances.**~~

~~The repeal of an ordinance shall not repeal the repealing clause of an ordinance or revive any ordinance which has been repealed thereby.~~

~~**1.04.100 Repeal or amendment of any ordinance.**~~

~~A. The repeal or amendment of any ordinance does not release or extinguish any penalty, forfeiture, or liability incurred or right accruing or accrued under such ordinance unless the repealing or amending act expressly so provides. An amended or repealed ordinance shall be treated as remaining in force for the purpose of sustaining any proper action or prosecution for the enforcement of any right, penalty, forfeiture or liability.~~

~~B. The expiration of a temporary ordinance does not release or extinguish any penalty, forfeiture, or liability incurred or right accruing or accrued under such ordinance unless the temporary ordinance expressly so provides, and such ordinance shall be treated as still remaining in force for the purposes of sustaining any proper action or prosecution for the enforcement for such penalty, forfeiture or liability, or right accruing or accrued.~~

~~C. The simultaneous repeal and reenactment or readoption of an ordinance or provision of this code shall have the same effect as if the legislative action taken were to amend the provision to read as shown in the readopted or reenacted language without a repeal.~~

~~**1.04.110 Severability clause.**~~

~~Any ordinance heretofore or hereafter enacted by the city council which lacks a severability clause shall be construed as though it contained the clause in the following language:~~

~~If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby. The city council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.~~

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

Introduced by: Council Member Watson
Introduction Date: April 11, 2017
Public Hearing: April 25, 2017
Action:
Vote:

**ENACTED THIS _____ DAY OF APRIL 2017, BY A VOTE OF _____ IN FAVOR
AND _____ OPPOSED.**

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #17-20

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE SECTION 17.04 GENERAL PROVISIONS AND REQUIREMENTS

WHEREAS, the Bethel Municipal Code currently only requires notification of residents within a 600 foot radius; allows for experimental and/or innovative processes or procedures for waste treatment;

WHEREAS, the recent number of Conditional Use Permit applications have demonstrated that 600 feet is not a large radius and many nearby residents are not in the mandated circle and therefore are not being notified yet they have a great deal of interest in what is happening in their neighborhood;

WHEREAS, currently the Code makes subdivision agreements optional, thus the burden of getting everything perfect at the Preliminary Plat stage is huge;

WHEREAS, while the Preliminary Plat offers a lot of information, the serious details, such as road grading, drainage, electrical, water/sewer improvements, are not always known or identified properly at this point;

WHEREAS, many, but not all, municipalities in the State make subdivision agreements mandatory in order to provide the subdivider AND the City assurances of what can be expected and to avoid disputes part-way through the process;

WHEREAS, while making subdivision agreements mandatory is only a partial fix to a complete overhaul of Title 17, it will go a long way towards protecting both the City and the developers;

NOW, BE IT FURTHER ORDAINED, the City Council adopts the updated section 17.04 of the Bethel Municipal Code as outlined in this Ordinance;

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

SECTION 2. Amendments. Bethel Municipal Code Section 17.04., General Provisions and Requirements, is amended as follows (old language is stricken, new language is underlined):

Chapter 17.04 GENERAL PROVISIONS AND REQUIREMENTS

Sections:

- [17.04.010](#) Authority.
- [17.04.020](#) Interpretation and purpose.
- [17.04.025](#) Notice.
- [17.04.030](#) Applicability.
- [17.04.040](#) Conformance required.
- [17.04.045](#) Definitions.
- [17.04.050](#) Development phasing districts.
- [17.04.060](#) Existing lots.
- [17.04.065](#) Application of new requirements.
- [17.04.067](#) Subdivision agreements.
- [17.04.070](#) Control and maintenance of dedicated and constructed facilities.
- [17.04.090](#) Conflicting provisions.

17.04.010 Authority.

Subdivision and platting powers and authority are vested in the planning commission, acting as the platting board, and referred to in this title as the “planning commission.”

17.04.020 Interpretation and purpose.

~~It is the purpose of this title to promote and protect the public health, safety and general welfare of the people of the city; to provide for the proper arrangement of streets in relation to existing or proposed streets; to provide for adequate and convenient open spaces; to provide for efficient movement of vehicular and pedestrian traffic; to assure adequate and properly placed utilities; to ensure that subdivision and development occur in a logical pattern in coordination with infrastructure availability; to provide access for firefighting apparatus, sewage collection and water delivery vehicles; to secure safety from flood and other dangers; to assure adequate drainage of land; to assure the reservation of adequate open space; to facilitate the further subdivision of larger tracts into smaller parcels of land; and to ensure proper legal descriptions and monumenting of subdivided land. These regulations provide a mechanism for the planning commission to develop and apply new or more restrictive requirements when a new, unusual, or unanticipated circumstance comes to its attention and it appears to the commission that the provisions of this title are not adequate to deal with the circumstance. In addition, these regulations provide for the accurate surveying of land; for equitable processing of all plats by providing uniform procedures and standards for observance by both the city and the subdivider; and for the proper preparation and recording of plats. The provisions of this chapter set out minimum requirements and shall be interpreted in the manner to accomplish the purposes set out in this section.~~

- A. General. These standards are enacted generally to promote the goals of the comprehensive plan as to the health, safety, convenience, quality of life, and welfare of the present and future inhabitants of the City; to secure adequate utilities and public facilities, provide for consideration of open space needs, and protect sensitive natural areas such as critical habitat, high-value wetlands, and riparian corridors; to enhance or preserve other significant natural features; to ensure the functional and efficient layout and appropriate use of land so as to achieve property lots of reasonable utility and

minimize public costs to construct and maintain infrastructure; and to facilitate orderly growth and harmonious development of the municipality.

- B. Specific. Planning, layout, and design of a subdivision are of the utmost concern. The subdivision should provide safe, efficient, and convenient movement to points of destination or collection. Modes of travel to achieve this objective should not conflict with each other or abutting land uses. Lots and blocks should provide appropriate settings for the buildings that are to be constructed, make use of natural contours, and protect residents from adverse noise and vehicular traffic. Important natural features of the area should be preserved. Schools, parks, and other community facilities should be planned as an integral part of the area. New development should reflect and maintain the character of the neighborhood through layout of roads and lots, consideration of connectivity with minimal cut-through traffic, pedestrian access to neighborhood destinations, and buffers or open space where appropriate to maintain privacy and views.

17.04.025 Notice.

- A. Unless otherwise specifically provided in this title, notice of hearings required under this title shall be given as provided in subsections B through E of this section. When a hearing is required under Chapter [17.20](#) BMC, notice of that hearing shall be given as provided BMC [17.20.050](#).
- B. Notice shall contain the following:
1. The date the complete application or petition was filed;
 2. The name of the owner of the parcel that is the subject of the application or petition or the name of the person who made the filing;
 3. The purpose of the application or petition;
 4. A description of the location and a legal description of the parcel;
 5. The date, time and place of the hearing;
 6. The notice may contain any other information the platting officer believes to be appropriate or that the planning commission may require.
- C. Notice shall be published at least ~~once~~ twice in a newspaper of general circulation in the city at least ~~six (6)~~ twenty-one (21) days before the hearing.
- D. Notice shall be mailed to the owners of each parcel of property any part of which is within ~~six~~ twelve hundred (~~600~~ 1200) feet of the exterior boundary of the parcel that is the subject of the application or petition.
1. The name and address of the owner of each parcel that is to receive mailed notice and that receives sewer or water service from the city shall be provided to the platting officer by the public works department. The name and address of each other owner that is to receive mailed notice shall be provided to the platting officer by the applicant. An application is not complete until the applicant has submitted the list of the names and addresses of all such other owners. The applicant, its agents and successors, shall save, hold harmless and defend the city, its officers and employees, from and against all claims and suits based in whole or in part on the failure of the city to provide mailed notice to a person to whom mailed notice was required to be sent

- under this subsection if the applicant provided an incorrect address or no address for a person whose address it was the applicant's responsibility to provide. The name and address of the person shown in the records of the Bethel district recorder's office as the owner of the relevant parcel shall be presumed to be correct;
2. Mailed notice shall be deposited in the U.S. Mail, postage paid, at least five (5) days before the hearing;
 3. Mailed notice may include maps or other additional material that is not included in the published or posted notice.
- E. Notice shall be posted on the public bulletin board at city hall and at three (3) other public places where other notices are regularly posted. Notice shall be posted at least five (5) days before the hearing.
- F. The failure of the city to fully meet each requirement of this section or of any other notice requirement of this title shall not be the basis for invalidating an action taken under this title if there was substantial compliance with the requirements of this or the otherwise applicable section.

17.04.067 Subdivision agreements.

- ~~A. In order to assure a subdivider that the subdivider may proceed with the subdivision of a parcel in accordance with existing standards and requirements under this title and not be subject to changes in such standards and requirements before the subdivider receives unconditional approval of the final plat of the parcel, the subdivider and the city may enter into a subdivision agreement pursuant to the provisions of this section. The rejection and the approval and execution of a requested subdivision agreement are within the absolute discretion of the city. A subdivision agreement is enforceable by each party to the agreement, but is effective only if approved by the planning commission by resolution and approved by the city council by a noncode ordinance.~~
- ~~B. A subdivider, upon payment of the required subdivision agreement application fee and the submission of such documents as the platting officer or planning commission may require, may submit to the planning commission a request that the city enter into a subdivision agreement with respect to the subdivision of a parcel for which a complete preliminary plat application has been submitted. The submission of a request for a subdivision agreement, whether or not the request is complete, suspends the running of the time within which a pending or subsequently submitted plat must be approved until the request is withdrawn, or is rejected by the planning commission or the city council, or receives the required approvals and the agreement is executed.~~
- ~~C. The planning commission shall consider the request for the subdivision agreement after reviewing the preliminary plat. If the commission determines that the existing standards and requirements of this title are adequate to deal with the likely impact of the subdivision as proposed or that they would be adequate if supplemented with additional requirements to which the subdivider agrees, the commission may, in its discretion, proceed to negotiate with the subdivider for a subdivision agreement containing such additional requirements, if any, as the commission believes are appropriate. The~~

~~agreement may impose additional standards, requirements and exactions not otherwise applicable to the subdivision, without regard to whether such standards, requirements or exactions could be lawfully imposed as a subdivision or other city regulation.~~

- ~~D. A subdivision agreement may not reduce or eliminate the application of any standard or requirement of this title or of any other provision of this code, nor of any standard or requirement issued by the city engineer. An agreement may limit the application of proposed standards and requirements to the pending plat, but may not limit or reduce any other discretion of the planning commission, require any particular decision or approval by the commission, or in any way lessen, affect or control the plat approval procedures in effect when the agreement is executed after city council approval. An agreement may not be inconsistent with applicable provisions of the comprehensive plan and shall, when possible, further the goals of the plan.~~
- ~~E. A subdivision agreement may not limit the application of any amendment of any title other than this title whether such amendment was recommended, proposed or adopted before or after execution of the agreement. The provision of any agreement that would have an effect prohibited by this subsection is void and unenforceable.~~
- ~~F. The provisions of an agreement that protect the subdivider from changes to the standards and requirements applicable to the subdivision of the parcel remain effective for so long as no party other than the city is in default under the agreement and there is timely performance by the subdivider of the construction of required subdivision improvements. The city may terminate the agreement if the final plat of the subdivision has not been approved within eighteen (18) months of the date the agreement is approved by the city council by ordinance or by the earlier of such other date as is set out in the agreement or is set out in the ordinance approving the agreement. Upon the termination of the agreement by the city for a default of the subdivider under the agreement or the failure of the subdivider to comply with a requirement of this subsection, the city may require the subdivider to bring the subdivision into compliance with all standards and requirements it avoided by virtue of the agreement and with all standards and requirements the planning commission may recommend within sixty (60) days of the date the agreement is terminated.~~
- ~~G. A subdivision agreement does not have effect beyond the plat to which it applies and any re-subdivision of any part of the same parcel shall be subject to all changes to the standards and requirements of this title except to the extent such re-subdivision is subject to a new subdivision agreement.~~

A. Agreement required; application; contents.

1. Agreement required. Before a final plat for a subdivision is approved or filed, the subdivider shall enter into a subdivision agreement with the City in accordance with this section.
2. Application. Application for approval of a proposed subdivision agreement shall be made to the planning department. The application shall include a copy of the platting summary of action, a copy of the preliminary plat, a tentative schedule of all proposed construction of public improvements and utilities, and an engineer's estimate of the cost

of each required public improvement. The engineer's estimate shall be based on the most current average of unit bid prices for capital improvement projects, as tabulated annually and published by the Anchorage municipal engineer. The City may require a showing of the subdivider's financial responsibility.

3. Contents. Except as provided in subsection A.4. below, the subdivision agreement shall include but need not be limited to the following provisions:
 - a. A designation of the public improvements required to be constructed.
 - b. The construction and inspection requirements of the City or utility for which the improvements are constructed.
 - c. The time schedule for completing the improvements.
 - d. The performance guarantee required by subsection 17.04.067E.
 - e. A schedule for any payments required under this section.
 - f. The allocation of costs between the City and the subdivider for required public improvements.
 - g. The warranty required by subsection 17.04.067G.
 - h. The consent of the subdivider for the ownership of specified public improvements to vest with the City upon final acceptance by the City.
 - i. A warranty that the subdivider has title to the subdivision property and the authority to execute the subdivision agreement.
 - j. Where the subdivision is within the flood hazard area, a requirement that the subdivider will submit certification of flood proofing, information on the elevation of the lowest habitable floor, and information on the elevation to which the structure is flood proofed, for each building or structure to be constructed as part of the subdivision agreement.
 - k. A provision requiring the subdivider to submit plans, specifications, descriptions of work, the limits of the work area, the methods to be employed, a traffic control plan, and any other pertinent data and information necessary for City officials to evaluate the proposed installation.
 - l. A provision that work shall not commence until plans have been approved by the Planning Department/Commission and notice to proceed is given.
- B. Approval by Council. Approval by the City Council shall be required to enter into those subdivision agreements where City participation in the cost of the required public improvements is estimated to be \$30,000.00 or more.
- C. Time limit for completion of improvements.
 1. The planning official shall determine the time duration of the subdivision agreement, which shall not be less than two (2) years nor more than three (3), based on the size, complexity, and possible phasing of the subdivision. The improvements required under the terms of the subdivision agreement shall be fully completed and accepted for warranty within that time period. However, before the expiration of the time allowed for completion, the subdivider may request a time extension from the planning official. The planning official may grant one time extension, up to one (1) year in length, upon a showing of good cause by the developer and provided such extension does not unreasonably impact adjacent properties or the general public. The planning official

does not have the authority to modify conditions placed by the planning commission. The planning official may refer any extension application to the planning commission if the project is in default or he or she deems further or more extensive analysis and public comment concerning the continuation may be needed. In considering whether an extension should be granted, the following shall be considered: the manner in which safety hazards, drainage problems, sanding, snow removal, grading, and other matters will be handled during the extension period. Performance conditions may be imposed on the extension to ensure that such matters are adequately handled.

2. Requests for a subsequent one-year time extension requires planning commission approval. All time extensions shall be conditioned to require provision of an adequate performance guarantee when the existing guarantee is inadequate.
- D. Payment of costs of required improvements inside the City Service Area. The cost of any public improvement shall be defined to include the cost of design, engineering, contract administration, inspection, testing, and surveillance as well as all work, labor, and materials furnished for the construction of the improvement(s). The subdivision agreement shall provide for the apportionment of the cost of required public improvements between the City and the subdivider as follows:
1. Administrative and recording costs relating to public improvement guaranties. The subdivider shall pay 100 (100%) percent of all costs incurred in supplying and administering any method of public improvement guarantee provided for in this Section 21.08.060.
 2. Inspection, surveillance, and testing.
 - a. The subdivider shall pay 100 (100%) percent of all costs relating to any inspection, surveillance, and testing by the City, necessary for warranty acceptance of any required public improvement or during the warranty period. Surveillance shall be performed by the City during the course of construction and up to the point of final acceptance of the completed project.
 - b. The City shall retain an independent registered engineer who has no financial interest in the development, at subdivider's sole expense, to inspect and test the improvement construction. The engineer shall maintain in good standing professional liability insurance in the amount of \$1,000,000.00 during the term of the agreement. Policies written on a "claims-made" basis shall have a two-year tail of coverage from the completion of the subdivision agreement term. The required insurance policy shall provide for no less than 30 days advance notice to the municipality prior to cancellation.
 3. Administration of agreement. The subdivider shall pay 100 percent of all costs of plan review, agreement administration, and attendant costs.
 4. Water/Sewer improvements. If the subdivision is to receive water service from the City piped service, the subdivider shall provide water facilities, including service connections to all lots, with cost participation as provided in the current approved tariff of the utility. If the subdivision is to receive water service from the City Hauled System, the subdivider shall pay 100 percent of the cost of any additional lift station(s) or a pro-rata share of additional truck(s) required to provide service to the new subdivision.

E. Guarantee of completion of improvements required; amount; methods.

1. Guarantee required. To ensure the installation of required public improvements that are not accepted at the time the final plat is filed, the subdivision agreement shall require the subdivider to guarantee the completion of all such improvements by one or more of the methods specified in this section. The means of a guarantee may be changed during the guarantee period upon approval by the planning official. The amount of the guarantee shall be determined on the basis of the subdivider's cost estimate. The guarantee shall remain in effect until warranty acceptance of the public improvements and the posting of an acceptable security for the warranty period.
2. Cost estimate; overrun allowance. The engineer's cost estimate shall state the estimated cost of completion for each required public improvement. Cost estimates for each required public improvement shall be approved by the department. For purposes of establishing the amount necessary for the guarantee of completion of public improvements, a percentage for overrun allowance shall be added to the total estimated cost of public improvements as follows:

TABLE 17.04.067: PERCENT FOR OVERRUN ALLOWANCE	
<u>Total Estimated Cost of Improvements</u>	<u>Percent for Overrun Allowance</u>
<u>\$0.00—\$500,000.00</u>	<u>30%</u>
<u>\$500,000.01—\$1,000,000.00</u>	<u>25%</u>
<u>More than \$1,000,000.00</u>	<u>20%</u>

3. Methods. The subdivision agreement shall include one or more of the following methods to guarantee the construction of required public improvements:
 - a. Performance bond. The subdivider may elect to provide a surety bond from a company authorized to do such business in the state. The bond shall be in a form acceptable to the City attorney and Finance Direction and in an amount equal to the estimated cost of all required public improvements, plus an overrun allowance as provided in subsection E.2. above. The bond shall be payable to the City if any required public improvements are not finally accepted in accordance with the provisions of this title, and shall be posted by no person other than the subdivider or a contractor obligated by written contract to the subdivider for construction of all the required public improvements. In the event a contractor posts the bond, the subdivider and the City may be dual obligees under mutually agreed terms.
 - b. Deposit in escrow. The subdivider may elect to deposit a cash sum equal to the estimated cost of all required public improvements plus overrun allowances as provided in subsection E.2. above, either with the City or in escrow with a responsible financial institution authorized to do such business in the state. In the case of an escrow account, the subdivider shall file with the City an escrow agreement that includes the following terms:

- initial inspection, but are found in any final or any continuing inspection, shall be noted and corrected by the subdivider during the warranty period. However, these deficiencies shall not delay the commencement of the warranty period.
5. In addition to correcting deficiencies in the work, and prior to being placed on warranty, the subdivider shall also submit:
 - a. A complete record of the engineer's daily inspection reports;
 - b. Copies of test results;
 - c. Reproducible mylar record drawings of the facilities constructed;
 - d. Acceptance letters from electric, cable and telephone utilities that all lots have service available;
 - e. Certificate of monumentation;
 - f. Certificate of compliance that all suppliers and subcontractors have been paid;
 - g. Payment in full for municipal billings associated with the subdivision agreement; and
 6. When all deficiencies in the work have been corrected and all items listed in subsection F.5. above have been submitted, reviewed, and accepted, the project shall be eligible to be placed on warranty.
 7. The City shall release the obligation for performance guarantees upon the acceptance of the improvements for warranty, together with the posting of adequate security for warranty.
 8. The City may refuse to release the obligation for any particular public improvement if the subdivider or contractor is in present or imminent default in whole or in part on the completion of any public improvement or warranty covered by the subdivision agreement.
- G. Improvement warranty.
1. The subdivider shall warrant and guarantee that required public improvements constructed under the agreement will remain in good condition and meet operating specifications for two (2) years, commencing with warranty acceptance of each public improvement when it is completed. Such warranty includes defects in design, workmanship, materials, and any damage to improvements caused by the subdivider, his or her agents, or others engaged in work to be performed under the subdivision agreement. If the planning official deems appropriate, extensive repairs or modifications made during the warranty period may extend the duration of the warranty period for those repairs or modifications only. The subdivider shall not be responsible for cleaning, snow removal, ditching, grading, dust control, or similar activities during the warranty period.
 2. To secure the warranty:
 - a. The guarantee of performance provided for in subsection E. shall remain in effect until the end of the warranty period. If the guarantee is a performance bond posted by a contractor, the bond cannot secure the warranty unless the subdivider and contractor, by written agreement, elected this option at the time the performance bond was posted; or
 - b. The subdivider shall furnish the City with a corporate surety bond, cash deposit, or letter of credit in an amount equal to a percent of the total construction costs as set

forth in this subsection. This security shall guarantee the payment of any reconstruction or repair costs that may be undertaken due to failures occurring during the warranty period. Responsibility for identifying the necessity of repairs or reconstruction of the improvements shall rest with the municipality.

TABLE 17.04.067G: PERCENT TO SECURE WARRANTY

<u>Total Construction Cost</u>	<u>Percent to Secure Warranty</u>
<u>\$0.00—\$500,000.00</u>	<u>15</u>
<u>\$500,000.01—\$1,000,000.00</u>	<u>10</u>
<u>More than \$1,000,000.00</u>	<u>7.5</u>

H. Correction of deficiencies under warranty.

1. Within thirty (30) calendar days, or a reasonable extension at the sole discretion of the planning official, of notification by the City of the need for repair or reconstruction, the subdivider shall correct the deficiencies, satisfactory to the City. Such notification shall be made by certified mail. If the subdivider fails to repair or reconstruct the deficiency within the time specified in this section, the City will make the repair at the subdivider's sole expense. The City may then bill the subdivider for the cost of the repair and associated administrative costs, or declare the bond or deposit forfeited.
2. Notwithstanding subsection H.1. above, if the subdivider or the subdivider's engineer retained through the warranty period first identifies need for repair or reconstruction, the subdivider shall notify the City by certified mail, and the subdivider shall make the repair or reconstruction with authorization (in lieu of the above notification) from the City.

I. End of warranty period.

1. The City shall inspect the required improvements and provide a list of deficiencies to the subdivider no later than sixty (60) calendar days before the end of the warranty period, except that the planning official may extend this time due to inappropriate weather or other conditions that impede complete inspection.
2. All deficiencies identified in the warranty period shall be corrected, inspected, and approved within thirty (30) calendar days, except that the planning official may extend the 30-day period for unusual circumstances or inappropriate weather. The City is under no obligation to release any remaining security if the subdivider fails to correct any identified deficiencies.
3. Upon final acceptance, the City will release the remaining security within ninety (90) calendar days.
4. If the City does not timely inspect and provide a report as required in H.1. above, the warranty period ends.

J. Default. If the subdivider defaults on any obligation to construct required public improvements or the obligation to warrant and repair such improvements, the City may demand immediate payment on the performance or warranty guarantee. In the case of a performance bond, deposits in escrow, or letter of credit, the City may demand immediate

Introduced by: Council Member Welch
Introduction Date: April 11, 2017
Public Hearing: April 25, 2017
Action:
Vote:

payment of a portion of all sums obligated for the performance or warranty of any improvement. All funds received by the City shall be used for any construction, repair, or reconstruction necessary to ensure that:

1. All required public improvements are built to specifications necessary to receive warranty acceptance; and
 2. The improvements remain in good condition for the completion of the warranty period. The City may use guarantee funds for the construction, repair, or maintenance of required public improvements from the date of initial default until three (3) years after the funds have become available to the City for such use, except that no use shall be made of the funds later than two (2) years after satisfactory completion and warranty acceptance of the work. Following either: (1) the warranty acceptance of all public improvements and posting of the warranty security, or (2) final acceptance, or (3) the three-year period provided for in this subsection, the City shall pay to the subdivider all guarantee funds which were not used or obligated for the completion of the improvements.
- K. *Agency coordination.* Upon receipt of notification of violation or concern by City departments or outside agencies, the planning official may suspend approval on work authorized through the subdivision agreement until such time that the issue is resolved.
- L. *Standards may not be altered; enforcement of chapter.* All provisions of this chapter are mandatory and may not be altered by the subdivision agreement. The obligations contained in this chapter shall be enforceable by methods of enforcement of ordinance as well as contract.

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	17-25		
Date action introduced:	4/11/2017	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Approve the Mayor's appointment of Mary Nanuwak to the Public Safety and Transportation Commission for a term of three years.

Route to:	Department/Individual:	Initials:	Remarks:
	Police Chief, Andre Achee		

Attachment(s): None

Amount of fiscal impact:		Account information:
X	No fiscal impact	

Action Memorandum 17-25 is sponsored by Mayor Robb, at the request of the City Clerk's Office.

Mary Nanuwak has requested appointment to the Public Safety and Transportation Commission. If appointed, she would be appointed to a term of three years as an Alternate member with a term expiration of December 31, 2019.

City of Bethel Action Memorandum

Action memorandum No.	17-26		
Date action introduced:	4-11-2017	Introduced by:	Parks/Rec./AHSC
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Direct Administration to work with HealthFit to establish a corporate membership agreement with YK Fitness Center for city employees.

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

Attachment(s): General Corporate Membership Parameters

Amount of fiscal impact:		Account information:
	No fiscal impact	
X	Funds are budgeted.	54-50-725 (\$31,200)
	Funds are not budgeted. Budget modification is required.	
	Grant funding.	

Employee Wellness Program, per. Council's Action Memorandum 16-53 directing administration to provide the Council with an implementation date for the Employee Wellness Program.

History: The concept of an employee wellness program has been debated at the committee, city administration and city council levels for nearly one year. Initially, this concept was pitched as both a way for the City to model a corporate contract with YKFC (corporate support is critical for success of the YKFC per the business plan) with the benefit providing a health incentive for City employees. A dollar amount of \$30,000 for this City/YKFC relationship was discussed at the Council level. As time passed, the discussion evolved to larger-concept employee wellness program possibilities outside of the YKFC, and various contractual/discount possibilities resulted in confusion about possible taxable benefits for employees (though it was quickly resolved that only employees who may want to utilize the YKFC would be taxed, and that while adding a layer of complication for City HR/payroll, this was a possible scenario). These complications meant that the conversation was sent back to City administration and the PRAHSC for further discussion and debate. While the PRAHS committee fully supports a comprehensive Employee wellness program, at this time we feel the first step and focus should be on securing a corporate contract with the YKFC for the benefit of city employees.

City of Bethel Action Memorandum

Action memorandum No.	17-26		
Date action introduced:	4-11-2017	Introduced by:	Parks/Rec./AHSC
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

To Date: At the February PRAHSC committee meeting, HealthFitness facility director Stacey Reardon proposed a corporate membership agreement that would allow the City to secure a discounted membership rate for employees AND predict and control costs.

PROS: This contract models the type of contract that would be offered to other entities. While the Committee understands that this situation is unique in that the City does own this facility, we feel it is in the best interest of the City to model to other employers in our community this type of investment in its workforce and the importance of supporting this community facility. Assisting the operator with securing corporate relationships using a standard process is ideal. Secondly, we recognize the City will be subsidizing this facility one way or the other- this methodology allows the YKFC to enter into a standard business practice arrangement.

PRO: The City can determine in advance what it wants its investment to be by predicting the number of employees who may utilize the facility and determining how many memberships the City may wish to pay to YKFC if that number of employees fails to participate (see proposal from HealthFitness).

PRO: Currently, the COB "charges" water/sewer at the YKFC to the YKFC budget. This has been debated numerous times; however, since this is the practice, it makes sense to mirror this practice of an actual City product being charged/paid between budgets and apply the same business practice to the actual product of membership and facility use by City employees.

CON: This will result in a fiscal note for the City, and may be a part of future employee benefit negotiations. As stated previously, however, the City is paying for this facility – using this methodology, the City is simply participating in a standardized agreement with HealthFitness while demonstrating appreciation for and concern for the wellness of its workforce.

Committee understanding of Implementation:

Example: The City had discussed investing \$30,000 for employee wellness.

Per the attached proposal by HealthFitness, if the City of Bethel "committed" to HealthFitness that the City believed 30 COB employees would sign up for annual passes at the YK Fitness Center, each of those employees would be eligible for a 30% membership discount (\$420/person annually). If ZERO City employees actually signed up for a membership after contract execution, the City would be responsible for paying

City of Bethel Action Memorandum

Action memorandum No.	17-26		
Date action introduced:	4-11-2017	Introduced by:	Parks/Rec./AHSC
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

out those 30 memberships to HealthFitness- but the financial impact would only be \$12,600- far less than the \$30,000 initially discussed. We can assume that at least a handful of City employees would wish to take advantage of such a large discount, and that the City financial burden would be less than \$12,600.

Secondly, the City could choose to further subsidize the discount rates beyond the HealthFitness standard proposal- this determination would need to be made between City administration, HealthFitness and City Council.

The PRAHSC committee sees its role as supporting a structure for an employee wellness program involving the YKFC. Our committee unanimously approved the attached structure proposed by HealthFitness because of it's a) clarify; b) standardization of the tool across multiple corporate contracts and c) demonstrated investment by the City as an employer in its City employee workforce through the allocation of funds devoted to their health and wellness. Decisions such as the affordability of providing additional subsidy or negotiations of that type are beyond our scope; however, we are fully supportive of this tool as the method and vehicle for arriving at final decisions.

Passed unanimously by the Parks/Recreation/Aquatic Health & Safety Center Committee on February 13, 2017.

Yukon Kuskokwim Fitness Center

General Corporate Membership Parameters

Corporate discount is based on commitment from the Corporation to enroll a percentage of their employees in a facility. The larger the commitment the larger the discount.

Discounts will be available for between 5%-30% off member rates.

Number of memberships Corporation must commit to in order to receive stated % discount

Company Size	5%	10%	15%	20%	25%	30%
20 or fewer	N/A	N/A	N/A	N/A	5	6
21-40	N/A	N/A	6	8	10	12
41-80	5	8	12	16	20	24
81-100	6	10	15	20	25	30
101-120	7	12	18	24	30	36

Corporate Discounts will be applicable to memberships only, they will not apply to programs or other services. Other purchasing options can be discussed if corporation is interested in providing programs or services to their employees. Please note, all active members receive a 35% discount on programs as part of their membership.

If the minimum number of participants do not enroll during the term specified, Corporation agrees to purchase the remaining memberships required. Those memberships will be valid for the period purchased and may be assigned to individuals at the discretion of the Corporation.

Corporation may choose to include memberships from the annual only or annual and monthly categories. If the corporation chooses:

- **Annual Only** – corporation will be responsible for meeting the enrollment minimum within one year from the agreement start date. If at the end of that year the minimum has not been met, the Corporation will be billed for the value of the unpurchased memberships. Rate will be charged at the Adult Fitness Rate unless another package of equal or greater value is requested.
- **Annual and Monthly** – Corporation will be responsible for meeting the minimum total number of enrollments each month. Monthly audits will be performed and Corporation will be billed for the value of the unpurchased memberships during any month that minimums are not met. Rate will be charged at the Adult Fitness Rate unless another package of equal or greater value is requested.

Corporation may also choose to subsidize membership fees, further reducing the amount paid by the employee. Corporations choosing this option will be billed monthly for the subsidies due based on the number of new and renewal enrollments.

Corporations also have the option to implement employee payroll deduction processes. If payroll deduction is chosen, corporation will deduct payments from the employee the month before fees are due and send those fees to YKFC by the first business day of each month. Corporation is responsible for assure all federal, state and/or city taxes are properly processed.

Yukon Kuskokwim Fitness Center

Corporate Membership Details for City of Bethel

The below details are based on an estimated 100 eligible employees.

Number of Memberships City Commits to.	Discount Received	City Responsibility per membership not registered if they choose Annual Only	City Responsibility per membership not registered /per month if they choose Annual and Monthly
6	5%	\$570	\$57
10	10%	\$540	\$54
15	15%	\$510	\$51
20	20%	\$480	\$48
25	25%	\$450	\$45
30	30%	\$420	\$42

Example of Annual Only

The City chooses Annual Memberships Only at the 10% discount rate creating a 10 membership responsibility. If, at the end of the 12 months of the contract 10 annual memberships have been purchased, the City has \$0 responsibility.

If fewer than 10 memberships have been purchased, the City owes \$540 for each membership that was not purchased. The memberships purchased by the city would be theirs to use as they see fit (within the facility membership guidelines). Other Corporations have used memberships as raffle prizes for fundraisers, as employee rewards for outstanding service or have donated their memberships to an individual without the means to purchase a membership.

Subsidized: If the City were to choose to subsidize an additional discount for employees, the employees would receive the lower rate, and the City would pay the difference. The rate category would remain the same, therefore using the current example of 10 employees/10%, if the City Chose to subsidize an additional 5%, the Employee would pay \$510 and the City would pay \$30 maintaining the \$540 total.

Example of Annual and Monthly

The City chooses Annual and Monthly at the 10% discount rate creating a 10 membership responsibility, per month. After the first 2 months of the contract, and each month thereafter, the number of city memberships will be audited. If the number of active memberships is at least 10 the city has \$0 responsibility.

During each monthly audit, if fewer than 10 memberships are active, the City owes \$54 for each membership that was not purchased. As with the Annual only, the memberships purchased would belong to the City.

Subsidized: Similar to the above, if the City were to choose to subsidize an additional 5%, the Employee would pay \$51 and the City would pay \$3 maintaining the \$54 total.

City of Bethel Action Memorandum

Action memorandum No.	17-27		
Date action introduced:	04-11-2017	Introduced by:	City Manager Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Directing the City Manager to enter into contracts with CH2M for engineering services on the sewer lagoon rehabilitation project

Route to:	Department/Individual:	Initials:	Remarks:
X	Bill Arnold, Public Works Director		Reviewed Scope of Work
X	Peter Williams, City Manager		
X	Patty Burley, City Attorney	<i>PB</i>	Approve Contracts

Attachment(s): Copy of Contracts

Amount of fiscal impact:		Account information:
	No fiscal impact	
xx	Funds are budgeted.	64-50-642
	Funds are not budgeted. Budget modification is required.	
	Grant funding.	

Summary Statement:

Per a properly issued request for proposal, supervised and approved by the USDA, a contract has been completed, reviewed and approved by both USDA and VSW/DEC for engineering and partial project management services for the sewer lagoon rehabilitation services.

The first proposed contract is being funded by VSW/DEC and has been reviewed and approved by the grantor.

The second proposed contract is being funded by USDA and has been reviewed and approved by the grantor. The format, including the strikeouts, is required by USDA.

This AGREEMENT is between CH2M HILL ENGINEERS, INC., ("ENGINEER"), and

The City of Bethel

("OWNER")

for a PROJECT generally described as:

Design and services during construction for the dredging of the primary wastewater lagoon and the installation of new baffles in both the primary and secondary wastewater lagoons.

ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform the Scope of Services set forth in Attachment A.

ARTICLE 2. COMPENSATION

OWNER will compensate ENGINEER as set forth in Attachment B. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER's employees.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

4.3 ENGINEER's Personnel at Construction Site

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit

accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any

development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and

subcontractors. OWNER will provide ENGINEER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed \$1,000,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

6.11 Waiver

OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility

designed or final payment to ENGINEER, whichever is earlier.

6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions

All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Scope of Services
Attachment B--Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER, _____

dated this _____ day of _____, 20____

Signature _____

Name (printed) _____

Title _____

Signature _____

Name _____

Title _____

For ENGINEER, CH2M HILL ENGINEERS, INC.,

dated this _____ day of _____, 20____

Signature _____

Name (printed) Mark R. Johnson

Title Vice President

Signature _____

Name (printed) _____

Title _____



CH2M
949 E. 36th Avenue Suite 500
Anchorage, AK 99508
(907) 762-1500
(907) 762-1600
www.ch2m.com

April 4, 2017

Bill Arnold
Public Works Director
City of Bethel
P.O. Box 1388
Bethel, AK 99559

RE: CH2M Scope, Schedule and Fee Proposal, Project 2 - Wastewater Lagoon Dredging and Baffles

Dear Mr. Arnold:

Thank you for inviting CH2M HILL Engineers, Inc (CH2M) to propose on this important project. We are pleased to submit this scope, schedule and fee proposal for the design and construction phase engineering services for the dredging and baffle design at the City of Bethel (City) wastewater lagoon.

Our proposed level of effort is based on the scope of work in the subject RFP, which is summarized below, and our proposed methods and assumptions. It is assumed that design will be completed in 2017 and construction will occur in the fall of 2017 and in the spring and summer of 2018. Please see the proposed schedule on page 3 of this letter.

PROPOSED SCOPE OF SERVICES

Task 1: Site Investigation

Upon NTP we travel to Bethel for a site visit and kickoff meeting to discuss the project and to gather any additional information needed for the design.

Task 2: 65 Percent Design – Design Development

We will begin the 65% Design concurrent with the Site Investigation.

We will begin baffle and lagoon dredging design based on the existing lagoon design drawings and the work that CH2M performed recently for the City of Dillingham. The design approach will be to prepare drawings and specifications describing the sludge dredging, dewatering and disposal procedures. Only the primary lagoon will be dredged. We will prepare the baffle design for the primary and secondary lagoons using the existing design drawings.

Our proposed construction method will involve removing the existing baffle in the primary lagoon and dredging first along the baffle alignment. The Contractor will then survey the lagoon bottom and side slopes so that the actual baffle dimensions can be finalized and ordered. The lagoon bottom and side slopes along the baffle alignment in the secondary lagoon will also be surveyed.

The 65 percent design submittal will consist of a design technical memorandum summarizing the design parameters and drawings to the 65 percent design level that present the design concepts sufficient for City review and acceptance. We will also prepare complete technical specifications that will be used for the design package. A construction cost estimate will be prepared with this phase. This will be a Class 2 estimate conforming to the

April 4, 2017

classification standards established by the Association for the Advancement of Cost Engineering International (AACEI).

Any cost opinions provided by CH2M will be on the basis of experience and judgement, but since CH2M has no control over market conditions or bidding procedures, CH2M cannot warrant that construction bids or ultimate construction costs will not vary from these opinions.

The 65 Design will be submitted to the City for review and comment. We will hold a conference call to discuss the City's comments prior to proceeding to the 65 percent design phase.

Task 3: 95 Percent Design – Final Draft Contract Documents

Following the 65 percent design package submittal, we will prepare bid-ready design documents, including drawings, specifications, a detailed construction cost estimate suitable for use as the Engineer's Cost Estimate for construction contract bidding purposes, and other documents to show the extent of the work required to complete the project.

CH2M will use our standard EJCDC front end documents that will be modified by supplementary conditions, as needed for this project.

Task 4: 100 Percent Construction Documents

Following the submittal of the 95 percent, we will incorporate any additional comments and prepare the final bid-ready documents ready for bid advertisement. Bid advertisement and associated costs are the responsibility of the City.

Task 5: Bidding Services

During the bid phase, we will conduct a mandatory pre-bid conference in Bethel and will respond to all bidder questions with Addenda, as necessary. We will assist the City in reviewing the bids after bid opening and in the selection of a Contractor.

It is anticipated that this project will be bid at the same time as the Jetty Design Project.

Task 6: Permitting

CH2M will consult with the required permitting agencies early in the design and will prepare and submit all required documents to the jurisdictions of authority over the project. Primarily, this will consist of completing the required ADEC forms and documents (see Attachment A). We will obtain the necessary construction approvals for this project. All permitting fees are the responsibility of the City.

Task 7: Project Management

During the design and construction phases, we will provide the City with monthly project updates and invoices. We will hold regular progress conference calls with the City. Project Management tasks will be conducted over both the 2017 and 2018 seasons.

Task 8: Services During Construction

During project construction, CH2M will provide office services and on-site inspection support to confirm that the construction is performed in general accordance with the drawings and specifications and any change orders. We will respond to Contractor submittals and RFIs and review Contractor Pay Requests. If construction change orders

April 4, 2017

are required, we will prepare change order documents for City approval. Services During Construction tasks will be conducted over both the 2017 and 2018 seasons.

It is anticipated that we will be onsite for three progress inspections and a final inspection.

The presence or duties of CH2M's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

CH2M and CH2M's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M's own personnel.

The presence of CH2M's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

PROPOSED FEE

The summary table below shows our proposed fee estimates by task. We understand that the work will be conducted on a lump sum basis. Project will be billed based on percent complete for each task.

Task	Description	CH2M Fee
1	Site Investigation	\$15,000
2	65% Design	\$44,000
3	95% Design	\$44,000
4	100% Design	\$18,000
5	Bidding Services	\$11,000
6	Permitting	\$22,000
7	Project Management	\$25,000
	Design Subtotal	\$179,000
8	Services During Construction	\$91,000
Project Total		\$270,000

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April 4, 2017

PROPOSED SCHEDULE

Below is the proposed project schedule. A portion of the construction funding (\$2 Million) will expire on June 30, 2018 and must be expended by that date. In order to begin construction in 2017, it is important that the design work continue during City reviews.

Notice to Proceed	April 12, 2017
65 Percent Design Submittal	May 5, 2017
95 Percent Design Submittal	May 26, 2017
All Permit Applications Filed	June 1, 2017
Advertise for Bid	June 9, 2017
Bid Opening	June 30, 2017
Permit Approvals Received	July 5, 2017
Bid Award	July 7, 2017
Contractor Mobilization 2017	August 1, 2017
Lagoon Dredging	August 1-October 31, 2017
Contractor Mobilization 2018	June 1, 2018
Baffle Installation	June 1-July 31, 2018

A list of assumptions and anticipated deliverables for each task is included as Attachment A.

We look forward to working with the City of Bethel on this important project.

Sincerely,

CH2M HILL Engineers, Inc.

Ian Van Blankenstein, P.E.
Project Manager

Mark R. Johnson, P.E.
Vice President

Attachment A – Task Assumptions and Deliverables

Task 1 Site Investigation

- Site visit and kickoff meeting will be attended by our PM and geotechnical engineer.

Task 1 Deliverables:

- Technical memorandum summarizing the site investigation findings.

Task 2 65% Design.

- Dredging and baffles design will be based on the existing lagoon design drawings.

Task 2 Deliverables:

- 65% Construction Documents – 3 copies
- Construction Cost Estimate

Task 3 95% Design

- CH2M will respond to City comments on the 65% Design and incorporate the relevant comments into the design

Task 3 Deliverable:

- 95% Construction Documents – 3 copies
- Construction Cost Estimate

Task 4 Construction Documents

- CH2M will assemble bid-ready documents

Task 4 Deliverables:

- Final Bid-ready Documents – Electronic digital version provided for posting on the City website and for printing

Task 5 Bidding Support

- CH2M will assemble bid-ready documents
- Attend mandatory pre-bid conference in Bethel
- All bid document printing costs and bid advertisement costs will be City responsibility.

Task 5 Deliverables:

- Pre-bid Meeting Minutes
- Addenda, as necessary

Task 6 Permitting

- CH2M will discuss the project with agencies early in the design phases. Permits assumed to be required include the following:
 - ADEC Wastewater Plan Review/Certificate to Construct
 - ADEC Wastewater Certificate to Operate
 - ADEC Sludge Disposal Approval (location to be determined)
 - City of Bethel Site Plan Permit
 - Categorical Exclusion from the NEPA process (including project memo, site/vicinity maps and agency letters)
- CH2M will submit (signed) documents to ADEC for construction approval at the 95% Design Phase.
- Any permit fees are City responsibility.

Task 6 Deliverables:

- Permit applications

Task 7 Project Management

- Project duration of 7 months in 2017 and 3 months in 2018
- Monthly invoicing
- Monthly status calls as needed

Task 7 Deliverables:

- Monthly project status reports (electronic delivery).
- Monthly invoices (electronic delivery).

Task 8 Services During Construction

- Project duration of 4 months in 2017 and 2 months in 2018
- Assume four 4-day site visits and one 2-day final inspection

Task 8 Deliverables:

- Inspection trip reports – Electronic delivery
- Submittal and RFI responses

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
City of Bethel (“Owner”) and
CH2M HILL Engineers, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Bethel Lagoon Jetty Design (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Provide design and construction phase services for the new jetty in the Bethel primary wastewater lagoon.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall ~~shall~~ may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the

other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. [Agency – The Rural Utilities Services or any designated representative of Rural Utilities Services, including USDA, Rural Development.](#)

B. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive

information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Federal Requirements

- A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

- D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Bethel

Engineer: CH2M HILL Engineers, Inc.

By: []
Print name: []
Title: []
Date Signed: []

By: []
Print name: Mark R. Johnson, P.E.
Title: Vice President
Date Signed: []

Engineer License or Firm's Certificate No. (if required):

[]
State of: []

Address for Owner's receipt of notices:

[]

Address for Engineer's receipt of notices:

[]

Designated Representative (Paragraph 8.03.A):

[]
Title: []
Phone Number: []
E-Mail Address: []

Designated Representative (Paragraph 8.03.A):

[]
Title: []
Phone Number: []
E-Mail Address: []

This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01—*Study and Report Phase*

A.—Engineer shall:

- 1.—~~Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - a.—~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] **[List the specific potential solutions here.]**~~
 - b.—~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - c.—~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- 2.—Identify potential solution(s) to meet Owner's Project requirements, as needed.
- 3.—Study and evaluate the potential solution(s) to meet Owner's Project requirements.
- 4.—Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
- 5.—Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables:
[] **[List any such tasks or deliverables here.]**~~
- ~~15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and~~

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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~~any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~

- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner and concurrence by agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. Engineer must also incorporate Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - Soil boring logs
 - 35% Design documents and cost estimate
 - 65 % Design documents
 10. Furnish 5 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 45 days of authorization to proceed with this phase, and review them with Owner. Within 7 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 7 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
[95% Design documents and cost estimate](#)
[100 % Design documents](#)
[Engineer must also identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.](#)
10. Furnish for review by Owner, its legal counsel [and Agency](#), and other advisors, 5 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 30 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 7 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 7 days after receipt of Owner's comments and instructions.
 12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables- and all final design phase deliverables have been accepted by Owner.
 - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Prebid meeting, prepare addenda. Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and

limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so,~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

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9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer’s performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner’s use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor’s submittal schedule that Engineer has accepted.
18. *Substitutes and “Or-equal”:* Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.

19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of

Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: Review Contractor RFIs, pay requests, and change orders. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is

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acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
Warranty Inspection
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements, not including preparation of the Environmental Report defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2-, but only if the Owner's request is made after completion of the Study and Report Phase.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

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- e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

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19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions,

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~~whether proposed before or after award of the Construction Contract. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [] ***[List any other Owner responsibilities here.]***

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$141,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$0
b. Preliminary Design Phase	\$75,000
c. Final Design Phase	\$41,000
d. Bidding and Negotiating Phase	\$4,000
e. Construction Phase	\$19,000
f. Post-Construction Phase	\$2,000
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **Travel, per diem**
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 8 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted with concurrence of the Owner and Agency.

**COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of \$16,000. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.
2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): Travel, per diem.
3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on ~~full-time~~ part-time RPR services on an eight-hour workday Monday through Friday over a 6 day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services. Changes will not be effective unless and until concurred in by the Owner and Agency.

This is **Appendix 1 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ []/page
Copies of Drawings	\$ []/sq. ft.
Mileage (auto)	\$ []/mile
Air Transportation	at cost
CAD Charge	\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project.]

This is **Appendix 2 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class VIII	\$[]/hour
Billing Class VII	[]/hour
Billing Class VI	[]/hour
Billing Class V	[]/hour
Billing Class IV	[]/hour
Billing Class III	[]/hour
Billing Class II	[]/hour
Billing Class I	[]/hour
Non-administrative Support Staff	[]/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

This is **EXHIBIT D**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. Full time resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- ~~b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

[Notes to User

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[].
- B. A bidding or negotiating contingency of [] percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit. Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for

Exhibit F – Construction Cost Limit.

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damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$[]
- 2) Bodily injury by disease, each employee: \$[]
- 3) Bodily injury/disease, aggregate: \$[]

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$[]
- 2) General Aggregate: \$[]

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Professional Liability --

- 1) Each Claim Made \$[]
- 2) Annual Aggregate \$[]

g. Other (specify): \$[]

2. By Owner:

a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[]
- 2) Bodily injury by Disease, Each Employee \$[]
- 3) Bodily injury/Disease, Aggregate \$[]

c. General Liability --

- 1) General Aggregate: \$[]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Other (specify):

\$[]

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. []

Engineer

b. []

Engineer's Consultant

c. []

Engineer's Consultant

d. []

[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

This is **EXHIBIT H**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by ***[here insert name of mediator, or mediation service]***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

[or]

- A. *Arbitration*: All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ***[insert the name of a specified arbitration service or organization here]*** rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.
1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the ***[specified arbitration service or organization]***. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.

Exhibit H - Dispute Resolution.

3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

This is **EXHIBIT I**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

[NOTE TO USER: Select one of the three alternatives listed below for I6.11. A.1]

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$[] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

[or]

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

[or]

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent

Exhibit I - Limitations on Liability.

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permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[].

[NOTE TO USER: If appropriate and desired, include 16.11.A.2 below as a supplement to Paragraph 6.11, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.]

2. ***Exclusion of Special, Incidental, Indirect, and Consequential Damages:*** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

[NOTE TO USER: List here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]

[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.11.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$_____."]

[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.11.A, then supplement

Paragraph 6.11.B by including the following indemnification of Engineer by Owner as Paragraph 16.11.B.]

- E. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

RUS CERTIFICATION PAGE

PROJECT NAME: Bethel Lagoon Jetty Design_____

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$141,000_____
Resident Project Observation	\$16,000_____
Additional Services	\$_____
TOTAL:	\$157,000_____

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer	Date
----------	------

Name and Title

Owner	Date
-------	------

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative	Date
-----------------------	------

Name and Title



CH2M
949 E. 36th Avenue Suite 500
Anchorage, AK 99508
(907) 762-1500
(907) 762-1600
www.ch2m.com

March 1, 2017

Bill Arnold
Public Works Director
City of Bethel
P.O. Box 1388
Bethel, AK 99559

RE: CH2M Scope, Schedule and Fee Proposal, Project 1 - Wastewater Lagoon Truck Dump Jetty

Dear Mr. Arnold:

Thank you for inviting CH2M HILL Engineers, Inc (CH2M) to propose on this important project. We are pleased to submit this scope, schedule and fee proposal for the design and construction phase engineering services for a new truck dump jetty at the City of Bethel (City) wastewater lagoon. Our proposed level of effort is based on the scope of work in the subject RFP, which is summarized below, and our proposed methods and assumptions.

PROPOSED SCOPE OF SERVICES

Task 1: Site Investigation

Upon NTP we travel to Bethel for a site visit and kickoff meeting to discuss the project and to gather any additional information needed for the design. The kickoff meeting will be held concurrent with the Project 2 kickoff meeting.

CH2M conducted soil borings around the two lagoons during a previous project, but information at the proposed work area is not available. Additional geotechnical information will be needed directly at the existing truck dump area by drilling two new test holes. We will work with a local driller to collect the geotechnical information.

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M.

Task 2: 35 Percent Design – Schematic Design

We will begin the 35% Design concurrent with the Site Investigation.

We can begin the truck dump jetty design based on our previous work with the evaluation of this critical component of the project. Our design will include continuous access to the truck dump facility to minimize disruption to Bethel's existing septage hauling. The design approach will involve driving new sheet piles outside the existing truck dump area and connecting the sheet piles with beams, if required, to provide lateral support. The existing sheet piles will be trimmed to fill the space between the new and existing piles to provide a firm driving surface for the new jetty. Guardrails will be installed at the perimeter of the new jetty.

The Schematic Design submittal will include a preliminary design technical memorandum summarizing the design parameters and drawings developed to the 35 percent design level that present the design concepts sufficient for City review and acceptance. We will also prepare outline specifications that will be used for the design package. A construction cost estimate will be provided. This will be a Class 4 estimate conforming to the classification standards established by the Association for the Advancement of Cost Engineering International (ACEI).

Any cost opinions provided by CH2M will be on the basis of experience and judgement, but since CH2M has no control over market conditions or bidding procedures, CH2M cannot warrant that construction bids or ultimate construction costs will not vary from these opinions.

The Schematic Design will be submitted to the City for review and comment. We will hold a conference call to discuss the City's comments prior to proceeding to the 65 percent design phase.

Task 3: 65 Percent Design - Design Development

Due to the compressed project schedule, we will continue to the 65 Percent Design Phase concurrent with the City review of the 35 percent documents. Based on comments from the 35 Percent Design, CH2M will prepare design documents to the 65 percent completion level, which will include drawings and technical specifications. A construction cost estimate will not be prepared at this design phase.

The 65 percent design deliverables will be submitted to the City for review and comment.

Task 4: 95 Percent Design - Final Draft Contract Documents

Following the 65 percent design package submittal, we will prepare draft bid-ready design documents, including drawings, specifications, a detailed cost estimate suitable for use as the Engineer's Cost Estimate for construction contract bidding purposes, and other documents to show the extent of the work required to complete the project.

CH2M will use standard EJCDC front end documents in accordance with the USDA requirements, along with any needed supplementary conditions.

The 95 percent design deliverables will be submitted to the City for review and comment.

Task 5: 100 Percent Construction Documents

Following receipt of reviewer comments on the 95 percent submittal, we will incorporate any review comments and prepare the final bid-ready documents ready for bid advertisement. Bid advertisement and associated costs are the responsibility of the City.

Task 6: Bidding Services

During the bid phase, we will conduct a mandatory pre-bid conference in Bethel and will respond to all bidder questions with Addenda, as necessary. We will assist the City in reviewing the bids after bid opening and in the selection of a Contractor.

It is anticipated that this project will be bid at the same time as the Dredging/Baffle Design Project.

Task 7: Permitting

At the 95 Percent Design Stage CH2M will prepare and submit all required documents to the jurisdictions of authority over the project. Primarily, this will consist of completing the required USDA and ADEC forms and documents. We will obtain the necessary construction approvals for this project. All permitting fees are the responsibility of the City.

Task 8: Project Management

During the design and construction phases, we will provide the City with monthly project updates and invoices. We will hold regular progress conference calls with the City.

Task 9: Services During Construction

During project construction, CH2M will provide office services and on-site inspection support to confirm that the construction is performed in general accordance with the drawings and specifications and any change orders. We will respond to Contractor submittals and RFIs and review Contractor Pay Requests and make monthly payment recommendations to the City. If construction change orders are required, we will prepare change order documents for City approval.

It is anticipated that we will have an inspector on site for three 2-day inspections during the time that the sheet pile is being installed (assumed to be about 20 days) and for a final inspection. City personnel will support the interim inspections. We will also have personnel onsite regularly for the Project 2 inspections that can support this project.

The presence or duties of CH2M's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

CH2M and CH2M's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M's own personnel.

The presence of CH2M's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

PROPOSED FEE

The summary table below shows our proposed fee estimates by task. We understand that the work will be conducted on a lump sum basis. Project will be billed based on percent complete for each task.

Task	Description	CH2M Fee
1	Site Investigation	\$28,000
2	35% Design	\$22,500
3	65% Design	\$17,500
4	95% Design	\$18,000
5	100% Design	\$6,000
6	Bidding Services	\$4,000
7	Permitting	\$10,000
8	Project Management	\$20,000
9	Services During Construction	\$31,000
Project Total		\$157,000

PROPOSED SCHEDULE

Below is the proposed project schedule. In order to begin construction in summer 2017, it is important that the design work continue during City reviews.

Notice to Proceed	March 6, 2017
35 Percent Design Submittal	March 24, 2017
65 Percent Design Submittal	April 14, 2017
95 Percent Design Submittal	May 1, 2017
Advertise for Bid	May 8, 2017
Bid Opening	May 29, 2017

A list of assumptions and anticipated deliverables for each task is included as Attachment A.

We look forward to working with the City of Bethel on this important project.

Sincerely,

CH2M HILL Engineers, Inc.



Ian Van Blankenstein, P.E.
Project Manager



Mark R. Johnson, P.E.
Vice President

Attachment A – Task Assumptions and Deliverables

Task 1 Site Investigation

- Site visit and kickoff meeting will be attended by our PM and geotechnical engineer.
- Drilling for additional geotechnical information.

Task 1 Deliverables:

1. Technical memorandum summarizing the site investigation findings.

Task 2 35% Design.

- It is assumed that the new sheet piles will be placed adjacent to the existing truck dump area.

Task 2 Deliverables:

1. 35% Construction Documents – 3 copies
2. Construction Cost Estimate

Task 3 65% Design

- CH2M will respond to City comments on the 35% Design and incorporate the relevant comments into the design.

Task 3 Deliverable:

1. 65% Construction Documents – 3 copies
2. No Construction Cost Estimate at this phase

Task 4 95% Design

- CH2M will respond to City comments on the 65% Design and incorporate the relevant comments into the design.

Task 4 Deliverable:

1. 95% Construction Documents – 3 copies
2. Construction Cost Estimate

Task 5 Construction Documents

- CH2M will assemble bid-ready documents – Electronic digital version provided for posting on City website and printing.

Task 5 Deliverables:

1. Final Bid-ready Documents

Task 6 Bidding Support

- CH2M will assemble bid-ready documents
- All bid document printing costs and bid advertisement costs will be City responsibility.

Task 6 Deliverables:

1. Pre-bid Meeting Minutes
2. Addenda, as necessary

Task 7 Permitting

- CH2M will discuss the project with agencies early in the design phases.
- CH2M will submit documents to USDA, ADEC for construction approval at the 95% Design Phase.
- Any permit fees are City responsibility.

Task 7 Deliverables:

1. Permit applications

Task 8 Project Management

- Project duration of 7 months
- Monthly invoicing
- Monthly status calls as needed

Task 8 Deliverables:

1. Monthly project status reports (electronic delivery).
2. Monthly invoices (electronic delivery).

Task 9 Services During Construction

- Three 2-day inspections will be provided during pile installation and one 2-day final inspection. Housing and transportation for the inspector will be provided by the City.
- Project duration of 2 months

Task 8 Deliverables:

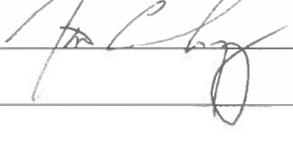
1. Inspection trip reports – Electronic delivery
2. Submittal and RFI responses

City of Bethel Action Memorandum

Action memorandum No.	AM 17-28		
Date action introduced:		Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:	<input type="checkbox"/>		<input type="checkbox"/>

Action Title

Direct Administration to prepare and submit the FY 2018 grant application to the Alaska Department of Health and Social Services to fund the Bethel Community Service Patrol program.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Police		
<input checked="" type="checkbox"/>	Finance		
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): FY 2018 CSP Budget (27-50); Solicitation for CSP Program; Grant Assurances list;

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$323,081 grant/\$32,308 in-kind	Funds are budgeted for.	27-50-
	Funds are not budgeted.	

Summary Statement

The Department of Health and Social Service, Division of Behavioral Health, intends to continue funding the Bethel Community Service Patrol and Sobering Center Program for an additional grant year (July 1, 2017 – June 30, 2018). By submitting an application, the City is confirming that staffing, strategies, objectives, and timelines for service delivery will remain the same as in the current year.

Program guidance mentions the fact that the State of Alaska is in a fiscal crisis and the FY 2018 State Operating Budget is not yet finalized, but timely processing of the City's application is necessary. The City must be aware that there may be future program budget reductions or project impacts to the program for FY 2018.

The goal of the CSP Program is to save lives through proper care, transportation, and placement of individuals who cannot care for themselves due to alcohol intoxication. In FY 2016, the Bethel Community Service Patrol members picked up 1,517 people who needed help due to their level of intoxication. These individuals were evaluated by staff and transported to the appropriate facility (sobering center, hospital, correctional/DETOX facility, and/or private residence).

CSP Grant Funding (27-50)		FY 2018 Proposed BUDGET
PERSONNEL:		
	Salaries, Benefits & Taxes minus EGHB	196,973
	Overtime/Shift Differential	14,309
	Employee Group Health Benefits	77,760
	Total Personnel	289,042
MATERIALS, SUPPLIES, & SERVICES		
545	Training/Travel	
561	Supplies	2,500
563	Wearing Apparel	1,627
602	Gasoline	7,500
660	Vehicle Maint Services	
661	Vehicle Maint/Repair (Int. Svc. Fund 57)*	
663	Janitorial Supplies/Services	-
669	Other Purchased Services	
683	Minor Equipment	13,000
721	Insurance	9,412
722	Insurance Ded Exp & Other	
724	Dues/Subscriptions	-
727	Advertising	-
799	Miscellaneous Expenses	-
990	Operating Transfers Out to Other Funds	
	Total MS&S	34,039
	Total Operating Expenditures	323,081

CSP Grant Funding 27-50

			FY 2016 Budget	FY 2017 Budget	FY 2018 Proposed Budget
PERSONNEL:					
R5	28101	Community Service Patrol			47,287
R5	28102	Community Service Patrol			45,034
R5	28103	Community Service Patrol			46,160
		SALARIES			138,481
		Shift Differential (6% of Base Salary)	-	-	8,309
		Overtime (\$2,000 x 3 FTE)	-	-	6,000
		Subtotal	-	-	14,309
		Leave Cashout/Payout (5% of Base Salary)			6,924
		Social Security (6.2% of Temp Salary)	-	-	-
		Medicare (1.45% of Salary)			2,008
		Employee Group Health Benefit (\$2,160/month x 12 months x 3 FTE)			77,760
		Unemployment (0.80% of Salary)			1,108
		Workers' Compensation ((\$3.1094 x total wages)/100)			4,306
		PERS On Behalf Of Contribution			-
		PERS (22% of Salary)			30,466
		Utility Benefit (\$380/month x 12 months x 3 FTE)			13,680
		BENEFITS AND TAXES	-	-	136,252
		TOTAL PERSONNEL	-	-	289,042

**State of Alaska
Department of Health and Social Services
Division of Behavioral Health**



**Continuation
Bethel Community Service Patrol and Sobering Center
For FY2018
Grants and Contracts**

IMPORTANT NOTICE: Applicants are responsible for reviewing the Welcome to GEMS homepage for details regarding registering your agency and hours for any assistance. Additionally, applicants are responsible for monitoring the State Online Public Notice site for any subsequent changes or amendments that may be issued regarding this solicitation. The following link will take you to MyAlaska, where you will be able to log in to GEMS and begin your response: <https://my.alaska.gov/Welcome.aspx>. Proposals may ONLY be submitted through GEMS. Relay Alaska provides assisted communication services at the following numbers: From a TT Phone: 1-800-315-6338; From a Voice Phone: 1-800-770-8255.

CONTACT PERSON: Victoria Gibson, Grants Administrator

PHONE: (907)465-4738

E-MAIL: victoria.gibson@alaska.gov

PROPOSAL DUE DATE: April 26, 2017

Table of Contents

Section 1 Continuation Information

- 1.01 General Information
- 1.02 Results Based Budgeting Framework

Section 2 Submission Requirements/Criteria for Proposal

- 2.01 Minimum Responsiveness Criteria per 7 AAC 78.100(2)(a)
- 2.02 Other Technical Requirements per 7 AAC 78.060, 78.090(b) and 78.100
- 2.03 History of Compliance with Grant Requirements per 7 AAC 78.100(2)(B).
- 2.04 Other Questions and Criteria

Section 1 Continuation Information

1.01 General Information

The Department of Health and Social Services (DHSS/Department), Division of Behavioral Health (DBH/Division), intends to continue financing the Bethel Community Service Patrol and Sobering Center Program for an additional grant year and requests application materials for FY2018.

The Department requires a revised budget detail and narrative for FY2018, along with any required updated documents. By submitting an application, you are confirming your FY2018 project will remain the same as the approved prior year service plan and that staffing, strategies, objectives, outcomes, timelines for service delivery and performance measures of your grant will remain unchanged, unless revisions are submitted with your application or requested of your agency.

The State of Alaska is in a fiscal crisis and funding for many grant programs is uncertain. Although the State's operating budget has yet to be finalized and approved by the Governor, timely processing of your application is necessary. Grants and Contracts is issuing this continuation application and requesting a budget based on a projected amount. However, please be aware the potential for amended project updates and budgets is expected. Base your FY2018 budget on the anticipated funding indicated in your application. Actual funding is contingent upon legislative appropriation, the Governor's approval, and your project meeting all other requirements.

The grantee agrees to comply with the provisions of the original solicitation and continue providing services as described in the original proposal, and as further negotiated with DHSS, unless otherwise requested in this solicitation.

Application materials must be received through GEMS no later than the due date on the cover page of this solicitation. This deadline allows sufficient time for DHSS staff to review the application materials and to carry out the approval process required in 7 AAC 78.

If your program includes any specific program requirements, they will be listed in Section 2 Submission Requirements/Criteria for Proposal.

1.02 Results Based Budgeting Framework

Grant programs will be required to align with the Department's priorities and core services. Utilizing a results-based budgeting framework, grantees will use performance measures to evaluate progress in order to meet meaningful outcomes and initiate data collection and reporting consistent with Department priorities. Below are the Department Priorities, Core Services, Objectives, and Effective and Efficiency Performance Measures for this program.

Department Priorities

- Health & Wellness Across the Life Span

Department Core Services

- Protect and Promote the Health of Alaskans

Department Objective

- Improve Health Status of Alaskans

In an effort to collect meaningful data, DBH has tailored performance measures to each agency of the Bethel Community Service Patrol and Sobering Center program. Agency specific performance measures can be found in their Continuation instructions, as well as the project deliverables section of their award.

Section 2 Submission Requirements/Criteria for Proposal

2.01 Minimum Responsiveness Criteria per 7 AAC 78.100(2)(a)

Proposals that fail to meet the minimum responsiveness requirements below will be eliminated from consideration per 7 AAC 78.090(b)(2).

1 Validate applicant eligibility according to 7 AAC 78.030.

Evaluation/Review Criteria		Review	Points
a	Applicant is eligible per 7 AAC 78.030.	<input checked="" type="checkbox"/>	

2.02 Other Technical Requirements per 7 AAC 78.060, 78.090(b) and 78.100

Response and Organizational Documentation

1 If applying as a non-profit organization, please verify the following criteria pertaining to non-profit status.

Evaluation/Review Criteria		Review	Points
a	The agency must be listed on the State's non-profit corporation database "in good standing." The link to the database is http://commerce.alaska.gov/CBP/Main/CBPLSearch.aspx?mode=Corp; and/or	<input checked="" type="checkbox"/>	
b	The agency is listed on the federal tax exempt site indicating current 501(c)3 status. The link to the database is http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check.	<input checked="" type="checkbox"/>	

	<p>c If the agency is a non-profit subsidiary, a verifying letter from the parent non-profit agency must be uploaded to the applicant's agency record in GEMS. Your agency's Power User must complete this. The parent corporation must meet criteria a and/or b.</p>	<input checked="" type="checkbox"/>	
--	--	-------------------------------------	--

2 If applying as a Federally recognized tribal entity, please verify the following criteria.

Evaluation/Review Criteria	Review	Points
<p>a A correct Waiver of Sovereign Immunity is included as an attachment to the proposal and indicates the correct fiscal years and duration of the solicitation.</p>	<input checked="" type="checkbox"/>	
<p>b The tribe is listed on the Federal Register as an Alaska Native entity recognized and eligible to receive services from the U.S. BIA https://www.gpo.gov/fdsys/pkg/FR-2015-01-14/pdf/2015-00509.pdf.</p>	<input checked="" type="checkbox"/>	

3 If applying as a government entity, please ensure the following criterion is met.

Evaluation/Review Criteria	Review	Points
<p>a The agency is either another State agency, such as the University; an incorporated municipality (verify at https://www.commerce.alaska.gov/dcra/DCRAExternal/community); or an REAA under AS 14.08.031 (verify at https://education.alaska.gov/facilities/pdf/dae2013map.pdf).</p>	<input checked="" type="checkbox"/>	

4 Please sign the DHSS State Assurance form.

Evaluation/Review Criteria	Review	Points
<p>a DHSS State Assurance form is completed, signed, and dated by a person authorized to enter into legal agreements on behalf of the applicant.</p>	<input checked="" type="checkbox"/>	

5 Please ensure your agency's Power User has the following information uploaded to the applicant's agency record in GEMS.

Evaluation/Review Criteria	Review	Points
<p>a The applicant's agency record in GEMS contains a current governing board member list with contact information.</p>	<input checked="" type="checkbox"/>	
<p>b The applicant's agency record in GEMS contains other agency grant funding information.</p>	<input checked="" type="checkbox"/>	

	<p>c The applicant's agency record in GEMS contains a valid State of Alaska business license number (verify at https://www.commerce.alaska.gov/cbp/Main/CBPLSearch.aspx?mode=BL).</p>	<input checked="" type="checkbox"/>	
--	---	-------------------------------------	--

6 Please ensure your agency's Power User has uploaded the current approved Federally Negotiated Indirect Cost Rate Agreement to the agency record in GEMS, if applicable.

Evaluation/Review Criteria	Review	Points
<p>a The applicant's agency record in GEMS contains a current approved Federally Negotiated Indirect Cost Rate Agreement. If the Federally Negotiated Indirect Cost Rate Agreement is expired, please ensure the agency record contains written confirmation from the cognizant federal agency they are accepting the most recent rate until a new agreement is approved.</p>	<input checked="" type="checkbox"/>	

2.03 History of Compliance with Grant Requirements per 7 AAC 78.100(2)(B).

1 Verify the following criteria pertaining to past performance and history of compliance are met.

Evaluation/Review Criteria	Review	Points
<p>a Prior year(s) grant reporting is complete, and timely (includes fiscal, narrative and data reporting).</p>	<input checked="" type="checkbox"/>	
<p>b Required audits have been submitted (verify at http://doa.alaska.gov/dof/ssa/ssainfo.html). Prior year audit exceptions, if any, are resolved (verify by contacting the Finance Management Services audit section at http://dhss.alaska.gov/fms/Pages/Audit.aspx).</p>	<input checked="" type="checkbox"/>	
<p>c Prior year(s) grant activities meet proposed outcomes, and demonstrate effective delivery of services.</p>	<input checked="" type="checkbox"/>	
<p>d Project historically maintains required standards as demonstrated in quality assurance reviews, licensing or certification standards, etc.</p>	<input checked="" type="checkbox"/>	

2.04 Other Questions and Criteria

1 Develop the continuation budget for the program, including narrative, details and matching funds availability. Verify the following criteria are met.

Evaluation/Review Criteria	Review	Points
----------------------------	--------	--------

	a The totals, overall and by line item, are correct, and the narrative and detail are mutually consistent.	☑	
	b Cost line items are for allowable costs under 7 AAC 78.160 , and are in compliance with program cost restrictions (if any).	☑	
	c If there are Travel costs, they must be consistent with 7 AAC 78.160(h) & (i), and with any requirements or limitations imposed by the program.	☑	
	d If there are Equipment or Subcontract costs, they must be allowed by the program and are consistent with 7 AAC 78.280 .	☑	
	e If budgeted, costs in the indirect line item are compliant with the Federally Negotiated Indirect Cost Rate Agreement "specific" rates and exemptions applicable to the cost.	☑	
	f Proposed budget is supportive of program intent, and proposed costs are reasonable.	☑	
	g Required match is met and fully described in the detail and narrative. If applicable, a project funded by multiple sources has disclosed the overall resources in the appropriate field(s).	☑	

2 Please address any problem areas in the text box provided below. You may also use the text box below to propose any changes to your project.

Evaluation/Review Criteria	Review	Points
a If applicable, the response adequately addresses any problem areas.	☑	
b If applicable, the response adequately addresses proposed changes to the project.	☑	

3 Please attach resumes for new staff. If there are multiple resumes, you must scan them as a single document.

Evaluation/Review Criteria	Review	Points
a Resumes for new staff are included as an attachment to this proposal.	☑	

4 Please provide a written statement indicating your agency's intention to comply with all Results Based Budgeting (RBB) requirements specific to your agency. Please refer to Section 1.02 for your agency's measures.

Evaluation/Review Criteria		Review	Points
a	Statement has been provided regarding agency's intention to comply with all Results Based Budgeting (RBB) requirements specific to agency.	<input checked="" type="checkbox"/>	

State Grant Assurances

By submitting a proposal, an applicant accepts all terms and conditions of the Request for Proposals (grant solicitation documents, including all appendices, attachments and guidelines identified therein; 7 AAC 78, and any other applicable statutes or regulations, State or Federal; as well as the terms and conditions of any grant awarded by the Department of Health and Social Services (DHSS). If a grant is awarded, the afore-mentioned documents, including these assurances and the applicant's proposal, become the provisions of the grant agreement by which the applicant will be bound. The applicant shall comply with the following:

1. Applicant declares and represents that it is a non-profit organization, and/or is otherwise eligible to receive a grant under 7 AAC 78.030.
2. An applicant awarded a grant shall maintain sufficient insurance to hold the State harmless and agrees to: the provision of workers' compensation insurance, for which the policy must waive subrogation against the State; the provision of comprehensive general liability insurance; the provision of liability insurance if automobiles are used for the purpose of this grant program; and the provision of professional liability insurance when applicable to the services performed under the grant.
3. Compliance with 7 AAC 78.130(a) which includes the requirements of: the Civil Rights Act of 1964 (42 U.S.C. 2000d); the Drug Free Workplace Act of 1988 (41 U.S.C. 701-707); and the Americans with Disabilities Act of 1990 (41 U.S.C. 12101-12213); and with all other applicable state or federal laws preventing discrimination.
4. Compliance with the requirements of 7 AAC 78.130(b) for establishment and adherence to procedures for processing complaints alleging discrimination.
5. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Department of Labor must be contacted directly with any questions.
6. Compliance with AS 18.80.220 and 7 AAC 78.120 and other federal and state laws and regulations preventing discriminatory employment practices.
7. Compliance with the Health Insurance Portability & Accountability Act of 1996, the Health Information Technology for Economical and Clinical Health Act of 2009, and 45 C.F.R. 160 and 164, if applicable, and other federal and state requirements for safeguarding information, preserving confidentiality and for the secure transmission of all records, whether electronic or not, to DHSS. Any information about DHSS clients that is obtained or developed under grant funds is confidential. Client information cannot be released without the written authorization of DHSS, except as permitted by other state or federal law.
8. Notify DHSS within 24 hours of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of DHSS client information. Take prompt corrective action to cure any deficiencies that result from breaches of security, intrusion or unauthorized access, use or disclosure of DHSS client information.
9. Provide state officials, or a third party contractor hired under 7 AAC 78.240, access to financial and program records of the grant project.
10. Maintenance of financial and program records for audit; and compliance with 7 AAC 78.230, or the State Single Audit regulations per 2 AAC 45 and applicable federal audit requirements.
11. Ensure that grant funds will not be used for lobbying or fund raising; or any other costs prohibited by law or by the terms of the grant agreement.
12. According to the terms of the Grant Agreement, and upon request of the DHSS, timely submission of complete and correct project fiscal reports, progress narratives, data and other grant project reports and updates.
13. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each

individual associated with the grantee in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services, Background Check Program (“BCP”) before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit <http://dhss.alaska.gov/dhcs/Pages/cl/bgcheck/default.aspx> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free).

14. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults.
15. Any publications, printed materials, or electronic media developed under the grant will give credit to the appropriate Division of the Alaska Department of Health and Social Services; and that any materials and media developed or property purchased with grant funds are the property of the State of Alaska, unless otherwise agreed to by both parties in the terms of the grant agreement.
16. Applicants providing Medicaid reimbursable services will have a Medicaid Provider Number, or apply to obtain one, and will seek Medicaid reimbursement for all eligible services.
17. Facilities proposed for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access. Grantees providing residential and/or critical care services to clients of DHSS shall have an emergency response and recovery plan, approved by the agency’s board of directors; that provides for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of clients in their care.
18. Grantee shall have established purchasing practices and procedures for the use of grant funds that are compliant with 7 AAC 78.270; and agrees to the provisions of 7 AAC 78.280 in the management of property acquired with money received from the grant.
19. Grantee will comply with 7 AAC 78.160(h) and (i) for travel when utilizing Department grant money (as defined in 7 AAC 78.950).
20. By submitting a proposal for this grant, an applicant certifies their ability to meet the administrative and reporting requirements of this grant program.
21. By submitting a proposal, an applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
22. By submitting a proposal, an applicant agrees that it will register health and social services programs provided by the applicant agency with United Way 2-1-1- Get Connected, Get Answers at <http://www.alaska211.org/>.
23. Within 30 days of the start of the grant, or within 30 days of the date of hire, all grantee staff engaged in the delivery or administration of services supported in whole or in part by the grant, to which these assurances are appended, will complete the DHSS Civil Rights training provided online at (<https://learn.dhss.alaska.gov/login/index.php>.)

I, the undersigned, having the authority to negotiate, execute and administer any and all documents and contracts required for granting funds to the (Name of Applicant Organization) and managing funds on behalf of this organization, including any subsequent amendments to the grant agreement, hereby assure the

Department of Health and Social Services that, should my organization receive funding for the (Program Name) grant program, it will comply with all assurances given herein and that documentation to verify these assurances will be made available to DHSS upon request.

City of Bethel Action Memorandum

Action memorandum No.	17-29		
Date action introduced:	April 11, 2017	Introduced by:	Planning commission
Date action taken:		Approved	Denied
Confirmed by:			

Providing consent to the Planning Commissions Resolution 2017-01, authorizing vacation of unimproved Right of Way located at 800 Chief Eddie Hoffman Highway, US Survey 4117, Lot 51.

Route to:	Department/Individual:	Initials:	Remarks:
x	Planning Director	TM	Recommend approval

Amount of fiscal impact:	None
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Yukon Kuskokwim Health Corporation (YKHC) is the owner of the property identified as a public Right of Way (ROW) easement. YKHC contacted the City of Bethel requesting a vacation of the unimproved ROW easement which if approved would provide public access to new hospital expansion facilities and services.

The Planning Commission approved the vacation on March 9, 2017 by a vote of 5 in favor and 0 opposed. Bethel Municipal Code 17.32.045 requires council's consent or veto of the Planning Commission's approved vacation.

If the ROW vacation is approved by the Planning Commission and the Council the subdivider is required to follow the Planning commission's identified conditions for final plat approval.

RESOLUTION
Bethel Planning Commission
Resolution No. 2017 – 01

A RESOLUTION OF THE PLANNING COMMISSION TO THE CITY COUNCIL RECOMMENDING THE CITY COUNCIL ADOPT THIS APPROVING RESOLUTION FOR THE PETITION SUBMITTED BY THE YUKON KUSKOKWIM HEALTH CORPORATION (YKHC) TO VACATE AN UNIMPROVED RIGHT OF WAY (ROW) LOCATED AT 800 CHIEF EDDIE HOFFMAN HIGHWAY, US SURVEY 4117, LOT 51.

WHEREAS, Bethel Municipal Code Section 17.32.020 states no platted street, section line easement, access easement or similar right-of-way shall be vacated except upon petition by the City, State, a public utility, or owners of the majority of the land fronting the part of the right-of-way sought to be vacated, and

WHEREAS, YKHC is the only land owner fronting the ROW to be vacated, and therefore the only petitioner required on the petition, and

WHEREAS, the Right-of-Way (ROW) easement is a 40'X 733' unimproved strip of land that divides the hospital campus in front of the hospital entrance, and

WHEREAS, the YKHC hospital is undergoing a major development including support services, roads, and parking which would require the land under the easement. If vacated, the unimproved access easement would provide alternate public access to new hospital expansion facilities and services, and

WHEREAS, the ROW is entirely on the hospital campus and the vacation of this ROW would not take a ROW out of the City's road stock, and

NOW, THEREFORE BE IT RESOLVED, the Planning Commission recommends to the City Council to adopt this approving resolution for YKHC to vacate the 40-foot by 733-foot ROW located on USS 4117, lot 51, with the following two (2) conditions: **1: Condition for final plat approval requested from City of Bethel Public Works Department.** YKHC will provide a 10-foot easement to be shown on the final plat to cover the waste heat line and water and sewer lines located adjacent to the North boundary of Lot 51. **2: Condition for final plat approval requested from Alaska Villages Electric Cooperative (AVEC).** Regarding the existing AVEC utilities in the ROW to be vacated, conditions for final plat approval shall be the final plat revised to show new easements, agreed to by AVEC and YKHC for AVEC to construct and maintain the existing and proposed AVEC facilities.

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this 9th day of March, 2017. City of Bethel City Planning Commission

Action: Vote: In Favor: 5 Opposed: 0 Abstained: 0

ATTEST:



Kathy Hanson, Chairman
City of Bethel Planning Commission



Betsy Jumper, Recorder

Bethel Recording District:
After recording please return to:
City of Bethel Planning Department
PO Box 1388
Bethel, Alaska 99559

Mayor's Report

City Manager's Report



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907- 543- 2047

DATE: March 29, 2017
TO: City Council
FROM: Bill Howell, Acting manager
SUBJECT: March 17-30, 2017 Acting Manager Report

- This report covers only the period of my acting appointment, March 17-March 30.
- Budget meetings with Finance and the departments are ongoing.
- Budget submittal to Council will be completed when the manager returns, week of April 10.
- A personnel matter including disciplinary action was completed.
- I am working with the pool manager and public works to complete repairs to the Jacuzzi.
- Several citizen complaints for were forwarded to the appropriate departments.
- A sales tax matter for \$17,562 was resolved with a local business for the entire amount due.
- The Joint Task Force Meeting was cancelled due to anticipated low attendance. The Clerk will inform all when a new date is selected.
- An addendum to the helical piles bid for the ICC was handled by the Attorney and PW director.
- The Port office contract was approved by Council and will be signed as soon as it is available.
- A letter of support for the Yute CDL "STEP" program will be signed and delivered to Jeremy Osbourne.
- Approval was given to the Transit Manager to support the Camai Dance festival with rides for dancers from and to airport, festival, hotels etc.

Management Team Reports

PORT OF BETHEL



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

TO: Bill Howell
FROM: Allen Wold Acting Port Director
SUBJECT: March 2017 Managers Report

- **Small Boat Harbor**
 - Tracked down lien holder of the vehicle at the SBH. Sent them a notice of impound.
 - Keeping areas around dumpsters clean as much as possible.
- **City Dock**
 - We have had customers in and out of the City Dock getting to their stored cargo.
 - Containers and offices have been organized.
- **Petroleum Dock/Sand Shed**
 - Repairing floats. 1 left to finish at the sand shed.
 - Clearing snow around containers for customers.
- **Port Office**
 - Port Office contract for TC Construction is going out to council.
- **Admin**
 - Monthly Storage Billing for customers.
 - Been getting to know the BMC Chapter 14 and the Terminal Tariff #005
 - Putting together the FY 18 Budget.
 - Final draft of the BMC Chapter 14 going to council.
 - Writing a BMP (Better Management Practices) for the Port Attendants.
 - Ordering everything needed from Chinook (Tariff, Permits, Invoices, Logo Magnets)
 - Port Commission meeting
- **Misc./Vehicles**
 - Mail run for City Hall.
 - Servicing our own vehicles. (Dump truck, 950-E Loader, D-5 Dozer, & Pickup Trucks)
 - Safety checks along the seawall and overflows.
 - Fixing fence along the seawall.
 - Picking up as needed where needed.
 - Maintaining gates and Locks from freezing.



CITY OF BETHEL
Fire Department

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

Celebrating 50 Years of Service

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

Current Events

- The Fire Chief is serving as the acting manager, March 16 through April 10.
- This report includes a new section titled "Fire Captains report".
- The Department attended two career fairs in March and participated in the public safety panel at both fairs. Recruitment training was conducted with staff prior to this event. Both events were great PR and community outreach opportunities.
- The Department is working on our 2018 budget submittals. Our proposed budget plan includes the concept of a new vehicle acquisition and one additional FTE to shore up our staffing following the recent increase in demand for Fire Department services.
- Council passed a resolution supporting Ground Emergency Medical Transport legislation (GEMT) at the March 28 council meeting. Representative Fansler recently sponsored and introduced GEMT legislation as House Bill 176. GEMT will allow publicly funded ambulance services to receive supplemental reimbursements for uncompensated costs through Medicaid. We are coordinating this through the Alaska Fire Chiefs Association.
- We are working with Livingston-Slone architects of Anchorage to approve plans for a proposed 54-unit YKHC staff housing on the State Highway near the Pre-maternal home. A standpipe system was added following our review of the project.

Fire Captain's Report

- The Fire Captain is working with the Fire Chief on a new Bethel Fire Department Policy and Procedure Manual that will be reviewed and distributed to staff and volunteers upon completion. This manual will include all BFD, City of Bethel, and OSHA policies.
- On Saturday, March 18, 2017, staff and volunteers assisted the American Red Cross with installing 89 smoke alarms in 33 homes and created 31 fire escape plans in Bethel. This was a successful campaign and we will assist the American Red Cross with its Home Fire Campaign in the future.
- On Thursday, March 16, 2017, staff and volunteers conducted a presentation on Ice Rescue Techniques during the 2017 Regional Search and Rescue Conference at the ONC Multi-Purpose Building.
- Fire department staff are conducting its annual N-95 and SCBA face piece fit testing for all fire department members. Members are also receiving OSHA-required medical exams by physicians at the Bethel Family Clinic to certify them for respirator usage.
- The Fire Captain is working on the fire station's fire alarm panel repair and has chosen Frontier Fire Protection to complete the work.
- The Fire Captain is working with the Fire Chief on our department's mission vision statements and Motto and core values
- The Fire Captain is working with the Fire Chief on preparing the upcoming fiscal year's operating budget.
- The Fire Captain created a recruitment flyer for the fire department and has distributed several of those around town. Multiple individuals have since filled out volunteer applications and signed up for upcoming Fire and EMS training.
- Business cards were ordered for the Fire Chief and Fire Captain for recruitment and business purposes.

Emergency Planning/Homeland Security

- Three Bethel Firefighters participated and taught an ice rescue class at the Bethel Search and Rescue Conference on March 16. Inside sources at the event stated that the firefighters did a phenomenal job and received quite the applause at the completion of their presentation. We continue to strive for greater coordination between our two agencies.
- Red Cross and Bethel Firefighters installed 89 ten-year smoke detectors in 33 Bethel homes during the week of March 18. In addition to the smoke alarms 31 fire escape plans were made by the Red Cross volunteers

- Portable radios purchased with funds obtained through a Homeland Security Grant and a Volunteer Fire Assistance grant are being programmed for the first time, with frequencies to communicate with the state's wildland firefighters and firefighting aircraft.

Training

- On 03-07-17 at 7:00 p.m., an EMT meeting was held at the fire station. Members were instructed on recommendations for EMT's role for NFPA 1584 Firefighter Rehabilitation. Members conducted practice scenarios for properly caring for Firefighters during extended fire incidents.
- On 03-09-17 at 7:00 p.m., a Fire Meeting was held at the fire station. Members were instructed NFPA 1584 Firefighter Rehabilitation recommendations for Firefighter care during extended fire incidents.
- On 03-21-17 at 7:00 p.m., an EMT Meeting was held at the fire station. Members reviewed Airway Compromise and Management Techniques. Members practiced several airway management skill scenarios.
- On 03-23-17 at 7:00 p.m., a Fire Meeting was held at the fire station. Members were instructed on "Vent, Enter, Isolate, Search" (V.E.I.S.) techniques to employ during structure fires.
- Captain Solesbee has scheduled the delivery of a State of Alaska Firefighter-I Course from April 1 – July 22. Additionally, the first State of Alaska Firefighter-II Course for our department is scheduled from August 28 – September 30. Recruitment for these courses began and will continue through March. The department and the community will benefit from these courses by gaining highly trained responders, resulting in more lives saved and lower amounts of property damage.
- A State of Alaska EMT-1 course is being scheduled for November 2017.
- A Confined Space Entry class was instructed by Environmental Management, Inc. for Fire Department and Public Works personnel on March 23, 2017 at the fire station. This class covered 29 CFR 1910.146 regulations for operating in permit-required confined space entry situations. Three Firefighters and three Public Works employees will receive completion certificates from EMI.
- The Department is preparing to send two members to the Prince William Sound Regional Citizen's Advisory Council's Marine Firefighter Symposium in May 2017. Last year, two volunteer Firefighter/EMTs attended this training. These members presented a class on techniques our members should apply during firefighting operations on marine vessels.

Responses

- The Bethel Fire Department responded to 106 EMS and 1 Fire incidents during the month of March.
- Alcohol-related EMS calls for service represented 46.2% (49 incidents) of the total number of responses during the month of March.
- On 3-8-17 at 10:54 p.m., medics responded to stage near Watson's Corner for a report a person threatening to commit suicide with a rifle. Bethel Police Department Officers placed the individual into custody, medics returned to quarters.
- On 3-9-17 at 9:35 p.m., medics responded to the area of Delapp Drive for the report of a person who took intentionally overdosed on medication. The patient was assessed and transported to the hospital.
- On 3-10-17 at 5:38 p.m., firefighters responded to Blackberry Drive for the report of a propane smell in a house. The dwelling was ventilated and returned to the owner.
- On 3-13-17 at 2:57 p.m., medics responded to the Moravian Church parking lot for the report of a person who was unresponsive. The patient was assessed and transported to the hospital.
- On 3-18-17 at 5:02 p.m., medics responded to the area near Joe Lomack Beach for the report of a person was unresponsive after falling off of an ATV. The patient was assessed and transported to the hospital.
- On 3-20-17 at 1:13 p.m., firefighters responded to the Bautista House for the report of a fire alarm activation. Upon arrival, firefighters investigated the area and determined a pull station had been activated. Firefighters were able to reset the alarm and returned to quarters.
- On 3-21-17 at 9:41 p.m., medics responded to Sixth Avenue for the report of a person whose knee had possibly dislocated. The patient was assessed and transported to the hospital.
- On 3-22-17 at 12:22 a.m., medics responded to Ridgecrest Drive for the report of a person who was assaulted and lying in the road. The patient was assessed and transported to the hospital.
- On 3-26-17 at 5:58 a.m., medics responded to the area of Ptarmigan Road for the report of a motor vehicle accident. Upon arrival, medics performed triage on six patients. Three patients were transported to the hospital.

Vehicles & Equipment

- Purchase documents submitted to YKHC in February for the new ambulance were kicked back to the City due to incompatible purchasing rules. The purchase was completed in-house. The production schedule for Medic 6 is still on track for delivery this fall. Funding is as follows: \$25,000 from the City of Bethel, \$55,000 from the Code Blue grant and \$133,000 from varied fund raising efforts through BVESA.
- Specifications and pricing are complete for a new ladder truck and tanker for the department. Funding/financing options are being sought for one or both of these vehicles should our capital request to the State be unsuccessful.
- Our newest ambulance Medic 5 would not start at least two times this month. Repairs of this vehicle have consumed much of our outside vehicle service budget during FY 17.
- The Department's 1980 Ladder Truck is currently out of service due to a non-working boom and defunct pump.
- Engine three, our 1986 Grumman reserve pumper, is still out of service to repair a leaking tank, relief valve, tank to pump valve and pump packing. This work is being performed by department staff. Fire fighters began descaling the tank with hand electric grinders. A sandblaster is being ordered to complete clean the water tank in preparation for epoxy coating. Failure to treat the water tank in this fashion would result in continued pitting and eventual failure.

Budget/Financial

- The department is working diligently on our FY 18 budget proposal.
- An ambulance fee increase, including fees for mileage, was submitted to the Council and Manager for review. We will speak on this at the next council meeting.
- A budget ordinance was passed on the 28th of March decreasing our property maintenance by 12,000 to cover overages in our purchased services account.
- Demands on personnel, career and volunteer have been significant this year with unprecedented call volume. The department is using off duty staff on standby and call back pay to cover open slots in the shifts and provide a minimum of two personnel on duty at all times. Callback and FLSA overtime budgets are being drained because of this.

Grants

- The Department purchased 10 portable radios through the 2016 Homeland Security grant totaling \$39,300. Purchase documentation was sent to the Grants Manager.
- Three portable radios were purchase under an \$11,000 VFA grant.

- The Department received \$7,500 in funding for portable radios through the 2017 VFA grant
- The Department applied to the FEMA Assistance to Firefighters Grant for 38 sets of firefighter turnouts. The request totaled \$102,000 with a match of only 5%.

Staffing/recruitment

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

MEMORANDUM



DATE: April 3, 2017

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – April 11, 2017 Bethel City Council Meeting

Grant Projects

Sewage Lagoon Rehabilitation

The City is working with engineer firm CH2M to draft two contracts, one for dredging and baffle replacement and one to repair the sewer discharge jetty. Each contract has to be approved by the funding agency sponsoring that part of the work. The Alaska Department of Environmental Conservation, Village Safe Water Program (VSW), is funding the dredging. USDA-Rural Development is funding the repairs to the discharge jetty.

The goal is to get one or two of the contracts before City Council for approval by April 11, 2017. Dredging must occur in summer 2017 in order to use \$2.2 million of DEC funding that expires June 30, 2018.

Grant Application Submitted

I worked with Bill Arnold to produce documents to send to the City's assigned VSW Engineer so that she could enter the information into the Sanitation Deficiency Database by the March deadline. The City requested \$1,800,000 as Phase 1 for a water and sewer line to connect 18 homes between 6th and 7th Avenues, but stop at Willow Street. The City requested \$2,150,000 as Phase 2 to connect 33 homes between 6th and 7th Avenues. These grant requests are scored and ranked for federal funding. This database entry is the source of the City's recent award of two waters and two sewer trucks.

Grant Application Due

I am ready to prepare and submit the application to continue the Community Service Patrol grant with the Alaska Department of Health and Social Services. The grant is due April 26, 2017. An Action Memorandum was prepared for council to approve the grant application.

Utilities Business Plan

I completed the Water and Sewer Utilities Business Plan, as required by the Alaska Department of Environmental Conservation, before construction grant funds will be made available. The plan is being reviewed internally and will be given to the Planning Commission for public input at their regularly scheduled meeting to be held on April 13, 2017.

Transit System Review

The Alaska Department of Transportation and Public Facilities, Transit Division, hired a firm to conduct full reviews of transit systems in Alaska. The Bethel Transit System is being reviewed in April and May 2017 with a site visit planned for May 11-12, 2017. The Transit Manager and I have been gathering documents and uploading them to Blackcat, the Transit Division's computer program.

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

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
AK Dept. of Health & Social Services	Community Service Patrol Grant	Fund 3 CSPs, gasoline, minor equipment	Police	4/26/17	\$323,081 \$32,308 in-kind
USDA-RD and DEC	Water and Sewer grants and loan	Sewer Lagoon Rehabilitation Project	Public Works	Ongoing	USDA: \$3,332,358 DEC: \$4,464,167

Submitted in Calendar Year 2017

Most recent first

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

Approved in Calendar Year 2017

Most recent first

AK Dept. of Transportation & Public Facilities	FY 2018 Community Transit Grant	Bethel Transit System operations.	Public Works	12/16	\$250,597 \$80,580
Alaska Public Entity Insurance	Surface Material Grant	Playground surface material (woodchips)	Parks & Rec.	1/16	\$10,000 \$10,000
Total					\$260,597

Not Approved

Most recent first

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Memorandum

Date: April 1, 2017

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



Current Events

- **Budget:** This month I have prepared and discussed my budget with the new Finance Director and the City Manager. Based on their suggestions and requests, the budget has been modified into a draft that is ready to go before Council.
- **ID Card Issues:** While there haven't been any issues with making the senior ID cards technologically, there have been a few instances where I was forced to drop higher priority work or meetings just to make a card because the front counter called me up and told the requesting senior they could wait around for their card. This must change. With the departure of my help, I am handling a tremendous workload and have to put out all fires myself while still maintaining my admin duties. I try to have all cards created within a day (rather than the standard week we had told Finance to tell people), but I absolutely will not continue to usher ID cards to the top of my priority list. I would prefer that a schedule be put in place where seniors can come in to request their card on a given day with the specified pick-up date later in the week. For example, we will accept card requests on Mondays and Tuesdays all day and those cards will be available for pickup on Friday.
- **Police Department Wireless:** A new wireless system will be going up in the Police Dept. in the coming weeks that is similar to the one I deployed at City Hall. It will offer much more security and thus allow sensitive data to be better protected against malicious parties that could be watching the air waves. Continuing to use home network equipment simply will not do for a building like the Police Department.
- **Police Department Storage:** I have put in the order to have a high-capacity storage server installed at the Police Department. This will solve all of their data space issues and offer a lot of room to grow into the future without having to purchase new servers. I hope for this new server to be up and running before the end of April.
- **Police Department Surveillance:** The chief and I got several written quotes together from capable companies that could viably replace the Police Department's currently-failing surveillance system. This system will be separate from the proposed city surveillance that will be in the works later in the year. After a little discussion, we settled on what we felt was the best choice for the PD and hopefully that system will be on its way towards being installed before the end of April. The project will happen in two phases: first replacing the existing system and cameras and then adding more external cameras later down the line. We will need cables run through the building to facilitate this.
- **Rogue Wireless Devices:** I realize that when it came to getting wireless put into buildings, my predecessor was fairly slow, but this does not give anyone the right to simply install their own wireless networks within any city building without my knowing about it and permission. My job is to safeguard the city's data to the best of my ability and if employees are installing wireless access behind my back, I cannot be certain of its security parameters and this may be leaving a hole in the network for anyone going around with a laptop to get in and wreak havoc and gain

Memorandum

Date: April 1, 2017

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



access to data they should not have. I have found three wireless devices in the last month that I requested be taken down. I implore with department heads to be patient. My goal is to eventually have wireless access in every city building and if anyone has been watching me work since I took the seat of IT director, I try to get things done quickly. Eventually all our buildings will have wireless access, trust me, and it will be done properly. Please make it known to employees that taking liberties with the network like this leaves the city vulnerable.

- **Water/Sewer Truck Tracking:** I have recently spoke with GCI about some kind of GPS tracking system for heavy trucks that will actually work out here in the bush. They have suggested a product we try and have assured me that their service will work for vehicle tracking. The service itself is not that expensive at all, perhaps only around \$2500 for the entire year, but I am unsure as of yet to the costs of the physical hardware and installation. I have looped the City Clerk and Public Works Director in and hopefully soon we will be able to get our hands on a product to test and see if it will work for our truck-tracking needs.
- **Phone Bill:** Recently I was made aware that we are paying a sizable sum of money to UUI for our phone bill. It had always been my understanding when my predecessor was in charge that upon the installation of the Allworx VoIP system, that 95% of that phone bill would have vanished. Apparently this has not been the case. I am now doing my best to work with both GCI and UUI (who has informed me that it was the customer's responsibility to have informed them if they wanted things disconnected) to ascertain which of the many phone numbers on our main bill are necessary, what can be reduced, and what can be culled completely. This process has been delayed as other projects, emergencies, and other trouble events keep pulling me away from this, but I hope that before the start of the next fiscal year to make a dramatic reduction to the UUI monthly phone bill.
- **Connection Between City Hall and PD:** Some months back, the City Manager directed me to take the steps necessary so that employees at the Police Dept. had access to the City's public drive and to Caselle. This connection has been established and is working, but for some reason the connection between the two sites is unbearably slow and shouldn't be. I am working with GCI and Arctic IT in looking into the situation to figure out why this is and how we can fix it.

Future Plans

- **Remote Technical Support Team:** I have finished drawing up the RFP for my remote technical support team and, as we move into budget meetings with the Council, look to seek an approval to defund the IT Technician's position to pay for this remote team for a trial basis. The team's service costs less than a full blown position with benefits at a rate that I would pay an adequately qualified candidate and it allows me more resources than having only a single person to help me. If council approves this, I will post the RFP, award a contract, and see if the service works for my department's needs. If I deem that it does not, I will try to return to a physical technician in later fiscal years.

CITY OF BETHEL
POLICE DEPARTMENT



DATE: April 4, 2017
TO: Peter Williams, City Manager
FROM: Andre Achee, Chief of Police 
SUBJECT: March 2017 Monthly Report

Personnel:

Two conditional offers of employment have been extended this month. One for a CSO and one for a CSP. We anticipate these candidates starting employment with the police department during the first two weeks of April.

We have interviewed several candidates for vacant sworn and non-sworn positions. Currently some candidates are undergoing preliminary background investigations, and we anticipate additional conditional offers being extended this month.

We currently have (1) Dispatcher, (1) Community Service Patrol and (1) Community Service Officer Vacancies.

Total Current Vacancies:

Lieutenant (1)
Police Officer (5)
Dispatcher (1)
Community Service Patrol (1)
Community Service Officer (1)

Training:

During this reporting period, I attended a regional search and rescue conference sponsored by Bethel Search and Rescue. This was an excellent conference / training taught in Bethel with many local, State and Federal agencies participating.

Additionally, four Bethel Police Department personnel received their BLS (First Aid/CPR) certification at the conclusion of this event thanks to the staff instructors at YKHC.

I would like to thank Bethel Search and Rescue, YKHC and the other sponsors of this conference.

CSO William Charles continues his training in Sitka, Alaska attending the Alaska Law Enforcement Training Academy (ALET 1701). William has completed approximately one third of his training in Sitka. We all wish him the very best and look forward to him completing the academy and returning to Bethel.

Of Interest:

Bethel Police Department staff attended Job/Career fairs in Bethel on March 16th and 17th, one at the Cultural Center followed by another at the high school the following day. Staff members diligently represented the police department and the City of Bethel during these fairs.

Corporal Eric Pavil participated in a discussion panel regarding public safety jobs and career paths during the March 16th Job/Career fair at the Cultural Center. He was able to answer specific questions regarding a career as a police officer. Additionally, the idea of fostering future police officers were planted in the youth in attendance. Specifically, to utilize our current CSO/CSP programs as a stepping-stone on becoming a police officer. Many of the graduating high school participants showed interest in this idea.

We have submitted our proposed FY 2018 budget this month. We have requested a status quo budget from last fiscal year. The primary difference between our budgets is the reallocation of personnel from the E911 account (41-50) back to the Police Department general fund account (10-61). Additionally, we have created a separate Community Service Patrol budget for FY18 (27-50).

The following equipment was listed as mission critical and in dire need of replacement during the last month's management report:

- Digital Logging System: Voice and call recorder system
- Radio Repeater System: Current Quantar Repeaters
- Media Storage Server / Solutions: Includes data/media storage, access points and security.
- Goldstar Elite Dispatch Center: Two dispatch radio stations

I am pleased to say that a police logging system has been purchased and we are expecting installation within the next 60 days.

Additionally, we have been working with the IT Department to address our media storage server issues. I have located previously unexpended grant funding to address some of our data/media storage problems. IT has solicited bids to update and fix data storage issues. We anticipate a majority of our storage solution issues should be resolved in the next 60 days.

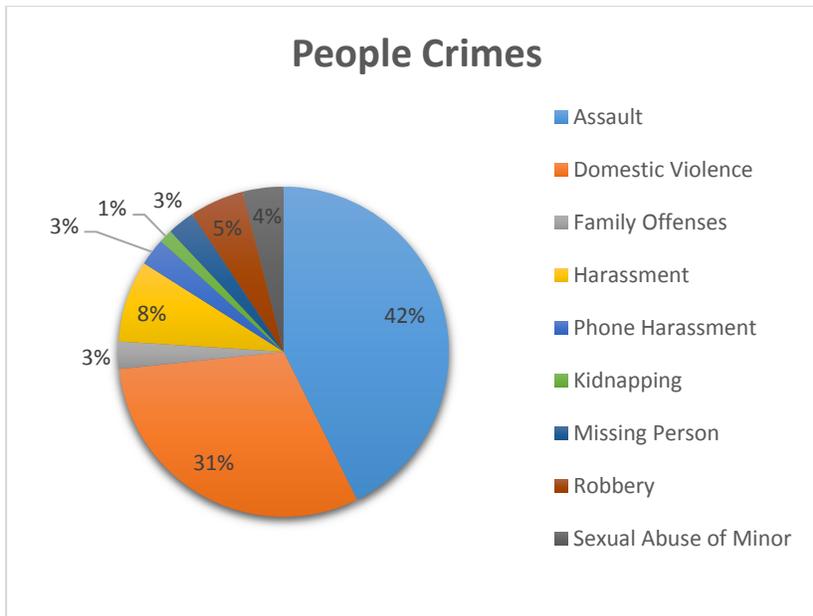
I would like to thank Bo Foley, the IT Director, for all his assistance and attention in remedying this situation.

Attachments: Monthly Statistics February 2017

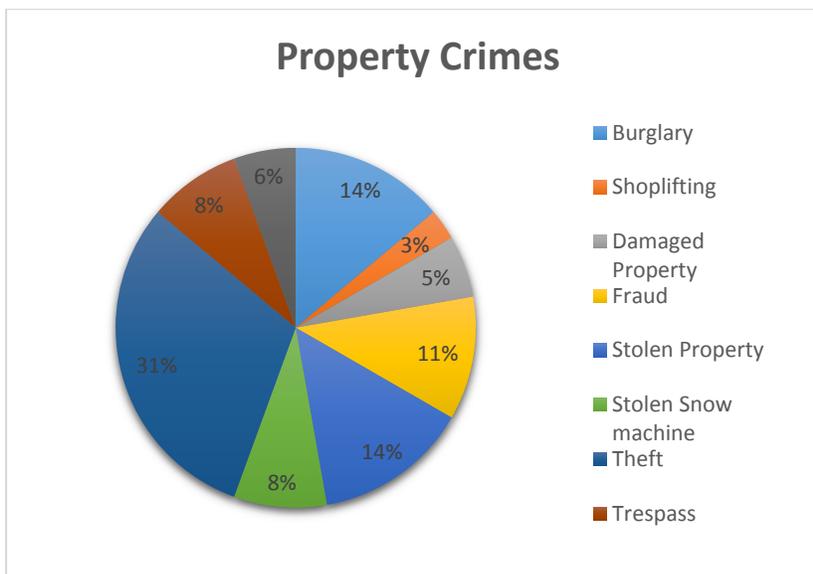


February 2017 Calls for Service

***The following numbers represent calls for service only (CFS) and do not necessarily indicate a crime was in fact committed. Some CFS result in the offense being unfounded, or the subjects are gone prior to officer arrival



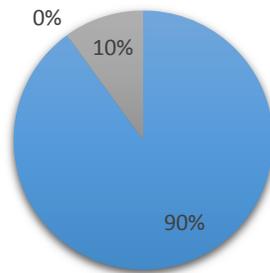
Assault	32
Domestic Violence	23
Family Offenses	2
Harassment	6
Phone Harassment	2
Kidnapping	1
Missing Person	2
Robbery	4
Sexual Abuse of Minor	3
Total	75



Burglary	5
Shoplifting	1
Damaged Property	2
Fraud	4
Stolen Property	5
Stolen Snow- machine	3
Theft	11
Trespass	3
Vehicle Theft	2
Total	36



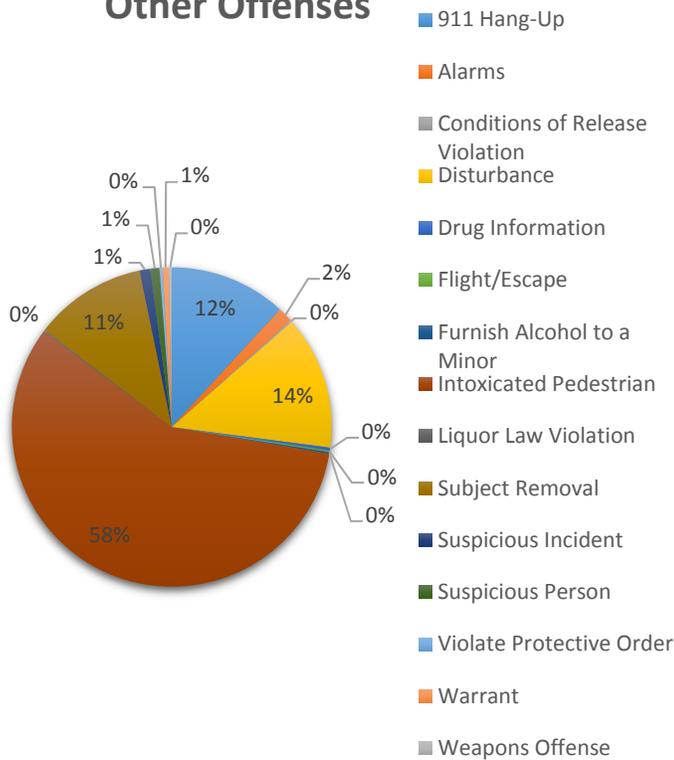
Death/Suicide



■ Attempted Suicide ■ Completed Suicide ■ Unattended Death

Attempted Suicide	9
Completed Suicide	0
Unattended Death	1
Total	10

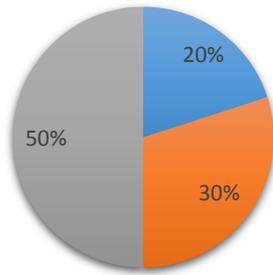
Other Offenses



911 Hang-Up	77
Alarms	10
Conditions of Release Violation	1
Disturbance	88
Drug Information	2
Flight/Escape	1
Furnish Alcohol to a Minor	1
Intoxicated Pedestrian	374
Liquor Law Violation	1
Subject Removal	74
Suspicious Incident	7
Suspicious Person	6
Violate Protective Order	2
Warrant	4
Weapons Offense	2
Total	650



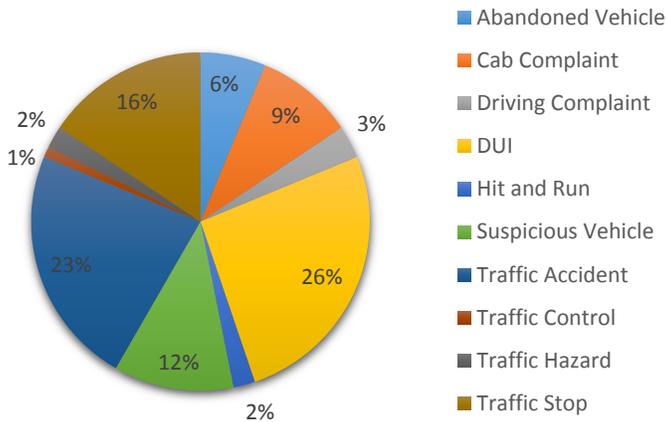
Juvenile Calls



Juvenile Offenses MCA Runaway Juvenile

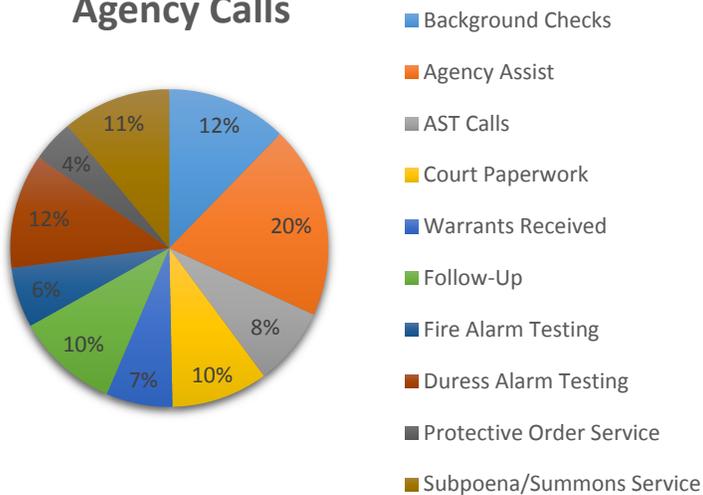
Juvenile Offenses	2
MCA	3
Runaway Juvenile	5
Total	10

Traffic



Citizen Assist	35
Civil Problem	27
Found Property	8
Lost Property	5
Protective Custody	30
Provide Transport	6
Security Check	5
Welfare Check	41
Total	157

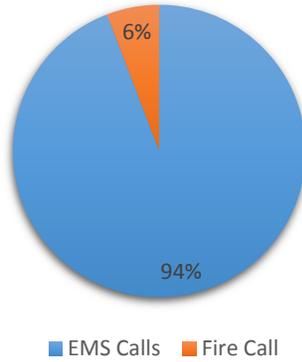
Agency Calls



Background Checks	20
Agency Assist	32
AST Calls	13
Court Paperwork	16
Warrants Received	11
Follow-Up	17
Fire Alarm Testing	10
Duress Alarm Testing	19
Protective Order Service	7
Subpoena/Summons Service	18
Total	163

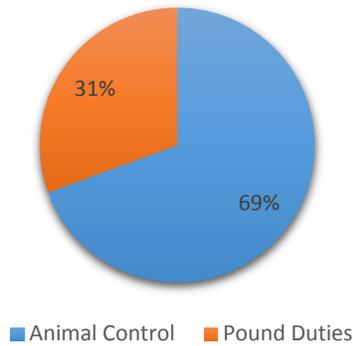


Fire Department



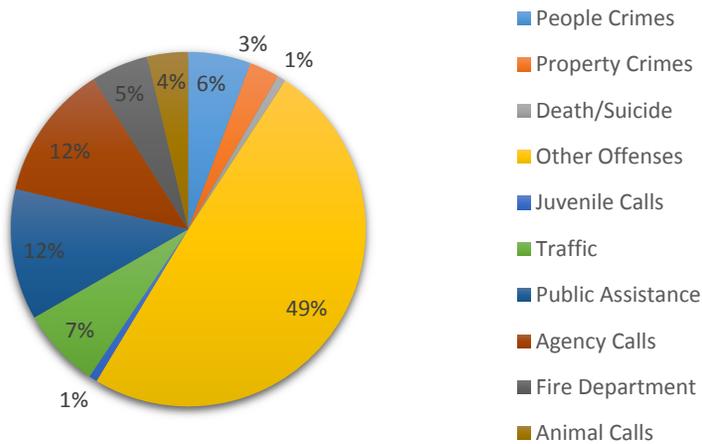
EMS Calls	65
Fire Call	4
Total	69

Animal Control



Animal Control	34
Pound Duties	15
Total	49

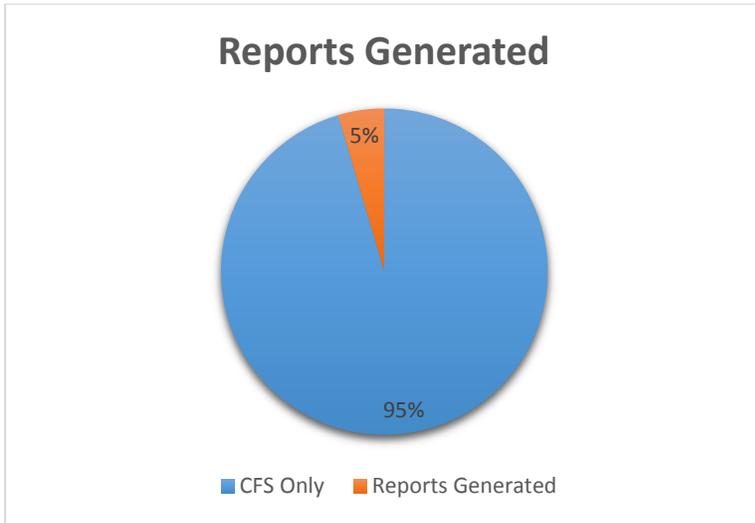
All Calls for Service



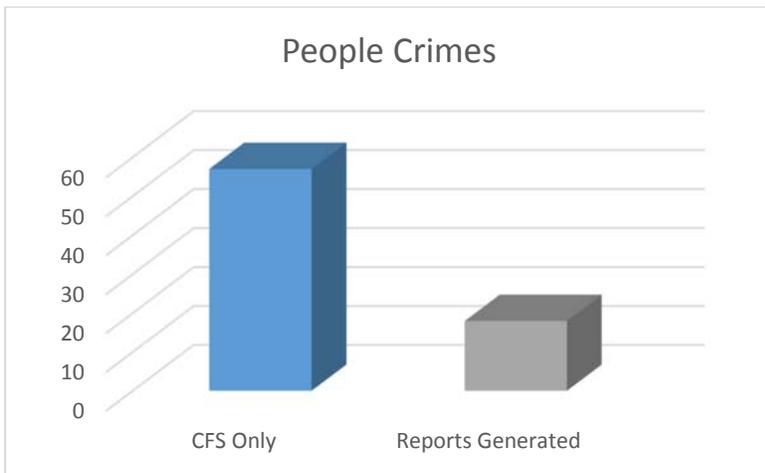
People Crimes	75
Property Crimes	36
Death/Suicide	10
Other Offenses	650
Juvenile Calls	10
Traffic	96
Public Assistance	157
Agency Calls	163
Fire Department	69
Animal Calls	49
Total	1315



Reports Generated



CFS Only	1255
Reports Generated	60
Total Calls	1315



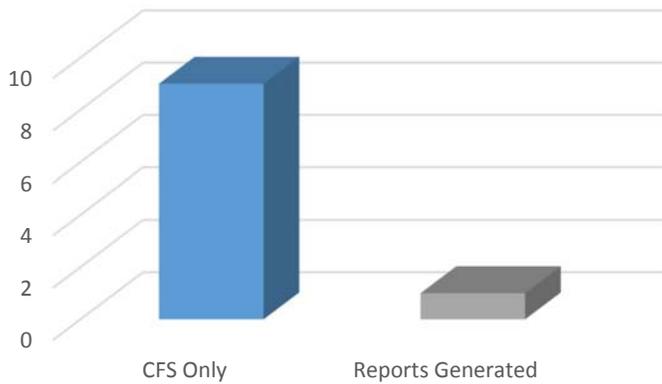
CFS Only	57
Reports Generated	18
Total Calls	75



CFS Only	23
Reports Generated	13
Total Calls	36

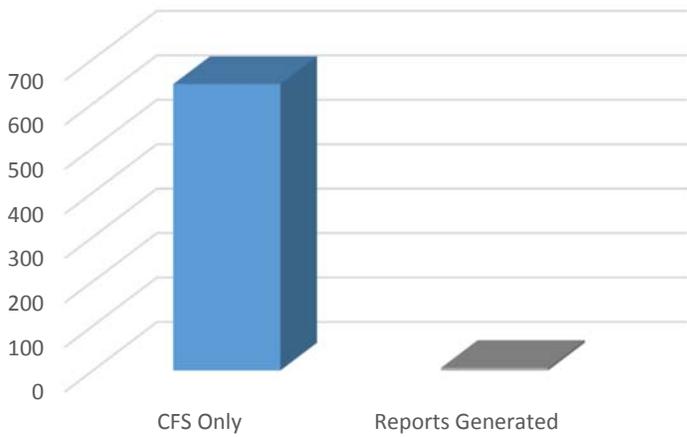


Death/Suicide Calls



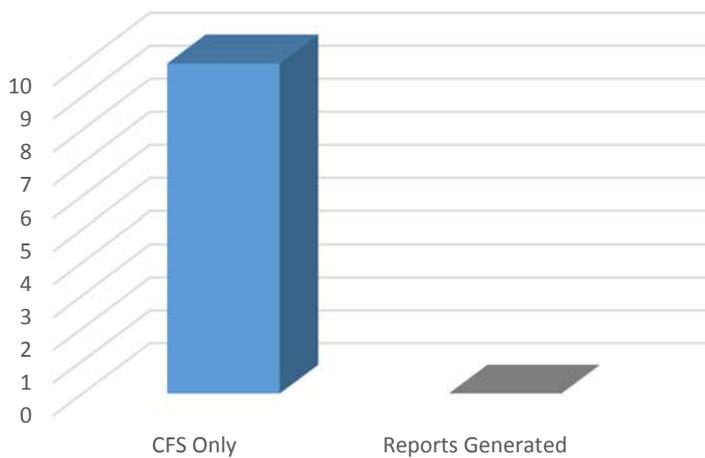
CFS Only 9
Reports Generated 1
Total Calls 10

Other Offenses

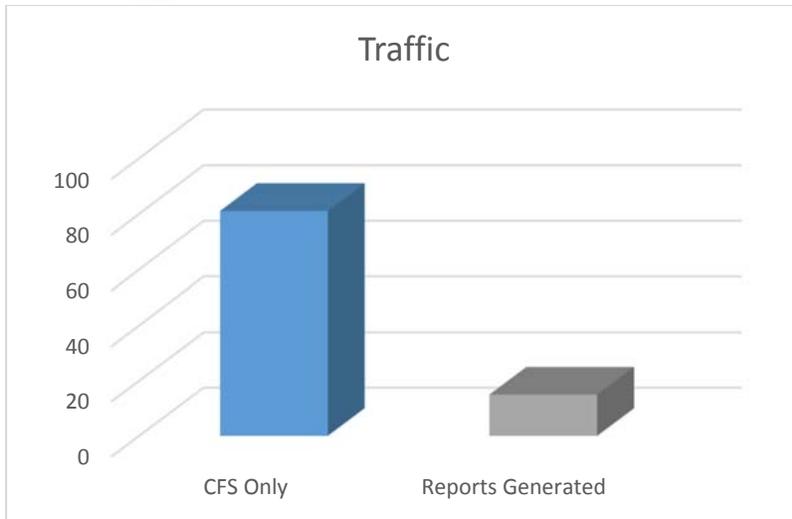


CFS Only 644
Reports Generated 6
Total Calls 650

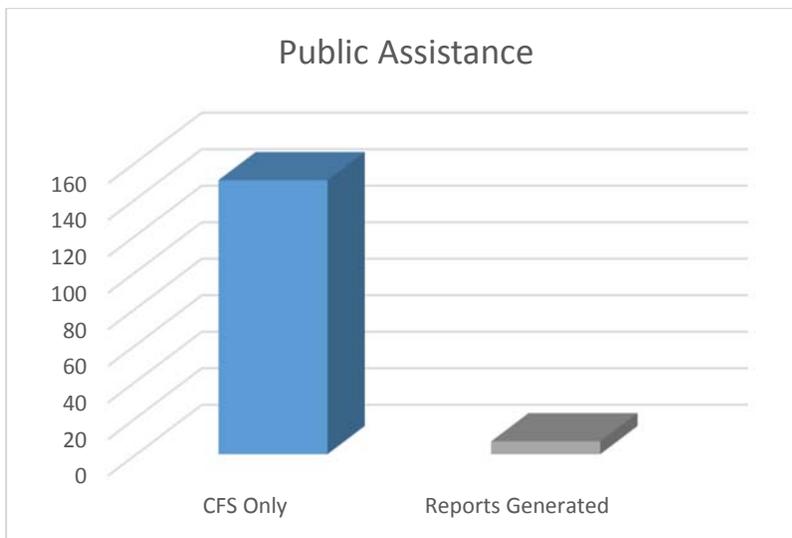
Juvenile Calls



CFS Only 10
Reports Generated 0
Total Calls 10



CFS Only 81
Reports Generated 15
Total Calls 96



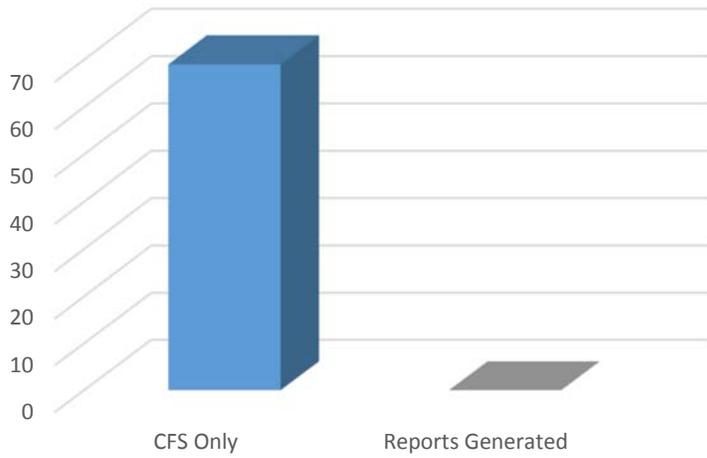
CFS Only 150
Reports Generated 7
Total Calls 157



CFS Only 163
Reports Generated 0
Total Calls 163

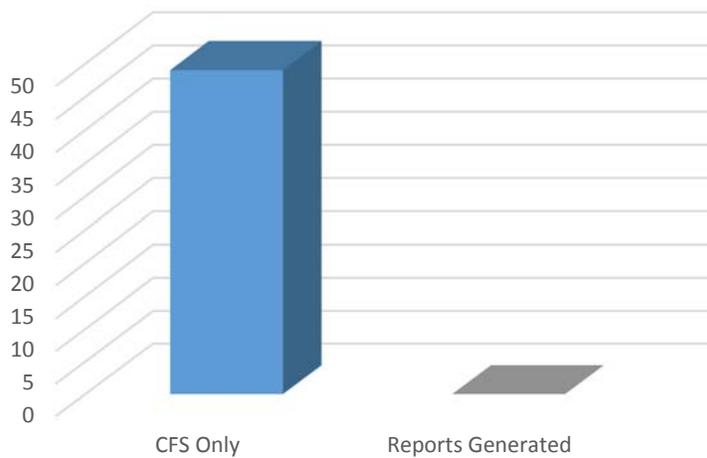


Fire Department



CFS Only	69
Reports Generated	0
Total Calls	69

Animal Calls



CFS Only	49
Reports Generated	0
Total Calls	49



BETHEL POLICE DEPARTMENT

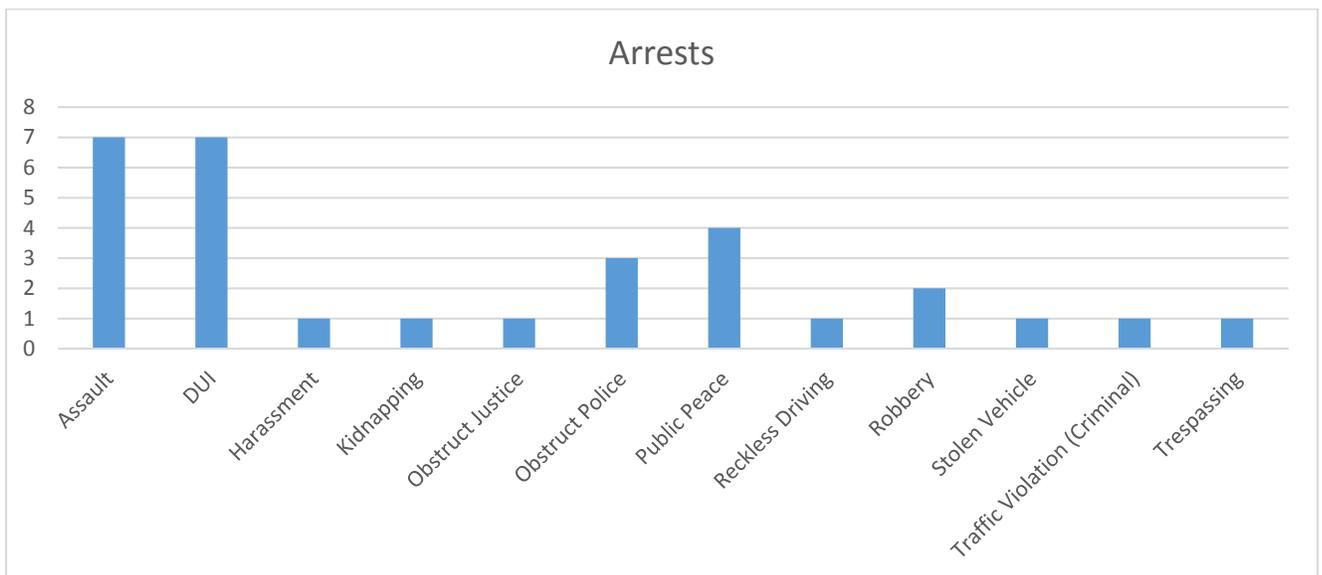
Arrest Report

***The following reflects the number of arrests by the Bethel Police Department.

***Many times a Call for Service will initially come in as one call type, but further investigation reveals a different crime.

***Juveniles referred to BYF and otherwise released to their parent or guardian are not classified as an arrest.

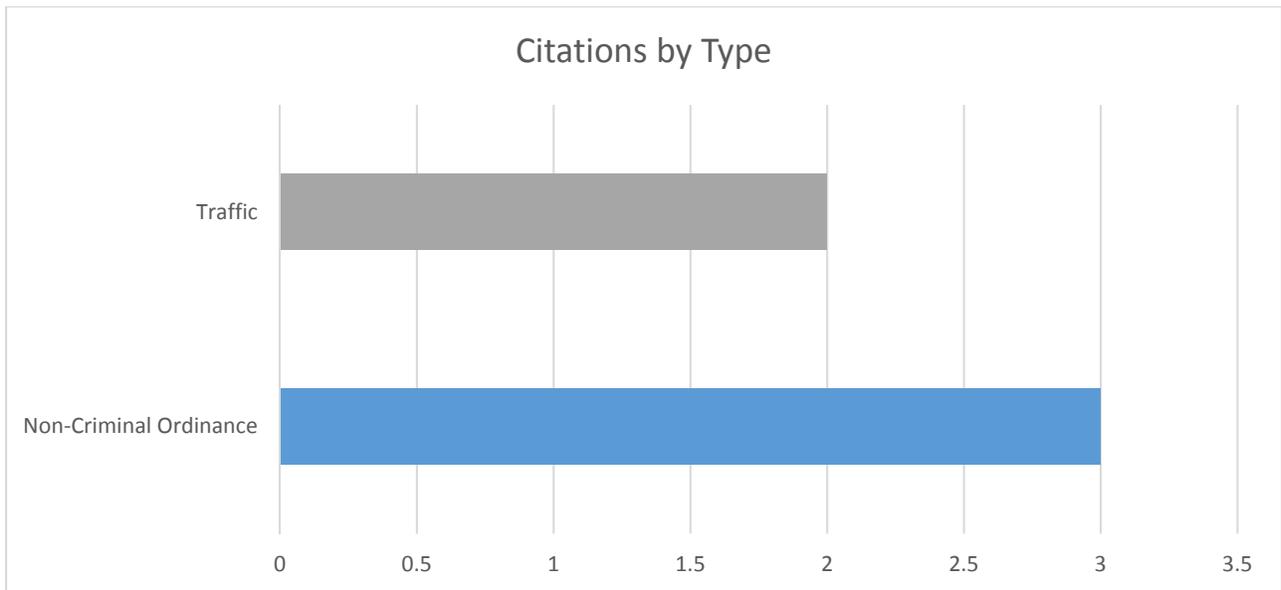
Classification	Number of Arrests
Assault	7
DUI	7
Harassment	1
Kidnapping	1
Obstruct Justice	1
Obstruct Police	3
Public Peace	4
Reckless Driving	1
Robbery	2
Stolen Vehicle	1
Traffic Violation (Criminal)	1
Trespassing	1





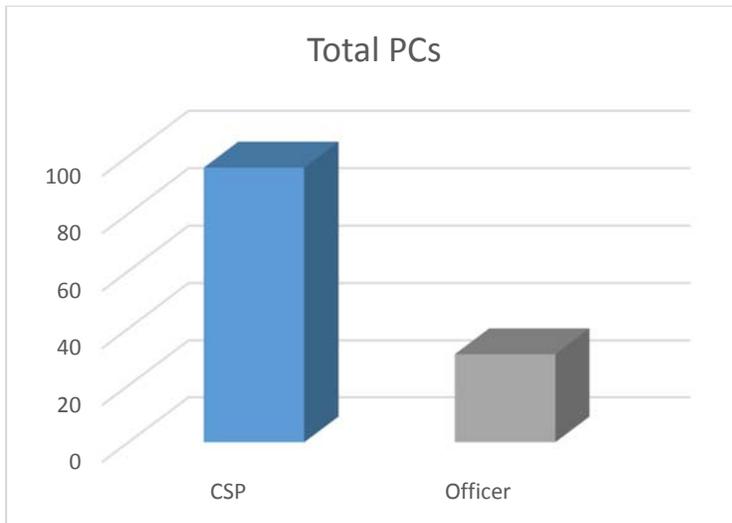
Citation Report

Violation Type	Description	Number of Citations
Non-Criminal Ordinance	Animals at Large	1
Non-Criminal Ordinance	Care and Restraint of Dogs	1
Non-Criminal Ordinance	Sanitary Facilities Nuisance	1
Traffic	Basic Speed	1
Traffic	Fail To Register Vehicle	1

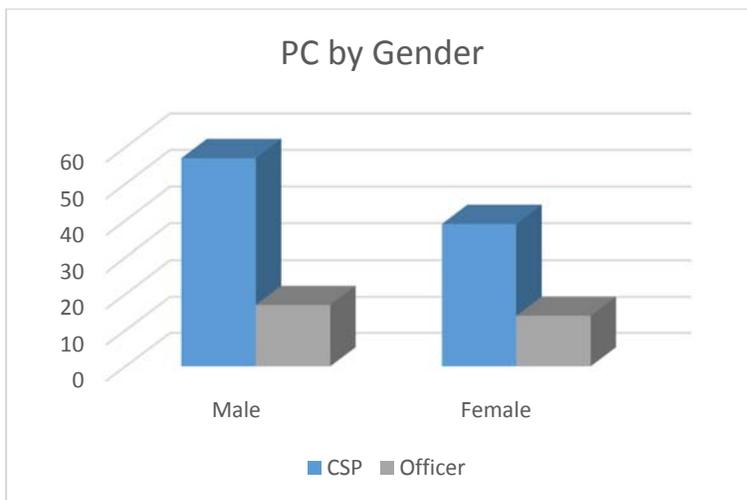




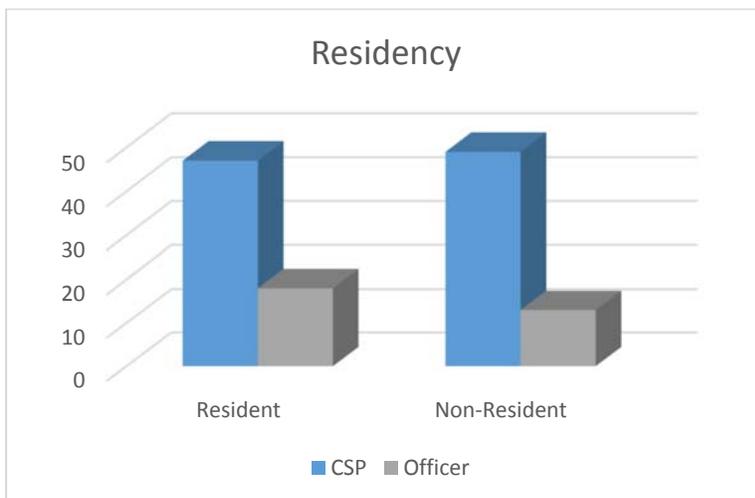
February 2017 PC Statistics



CSP	96
Officer	31
Total PCs	127



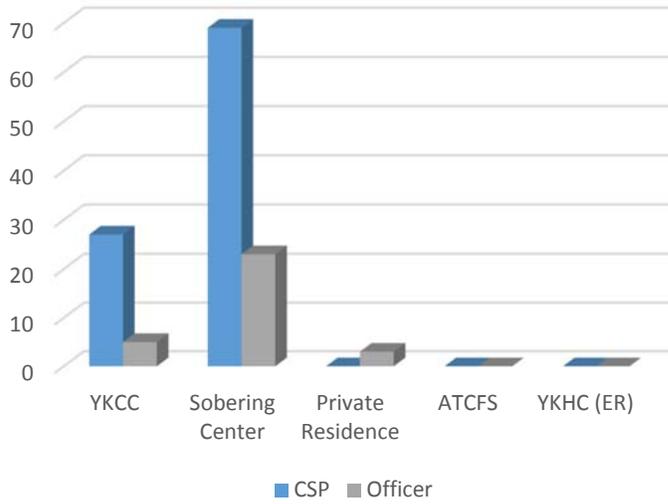
	<i>CSP</i>	<i>Officer</i>
Male	57	17
Female	39	14



	<i>CSP</i>	<i>Officer</i>
Resident	47	18
Non-Resident	49	13

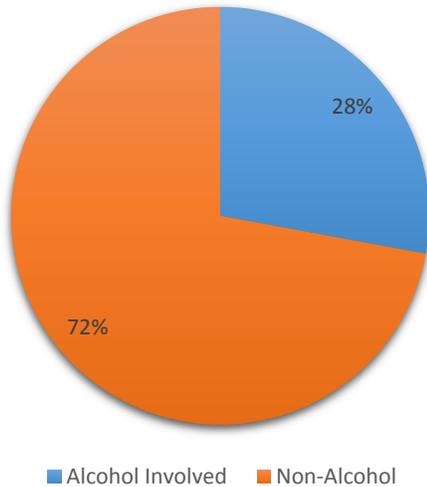


Locations



	CSP	Officer
YKCC	27	5
Sobering Center	69	23
Private Residence	0	3
ATCFS	0	0
YKHC (ER)	0	0

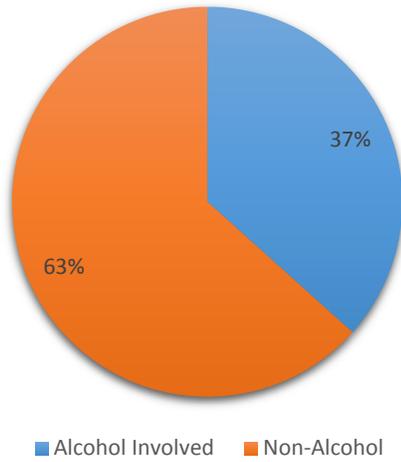
Alcohol Involvement All Calls



Alcohol Involved	367
Non-Alcohol	948
Total CFS	1315

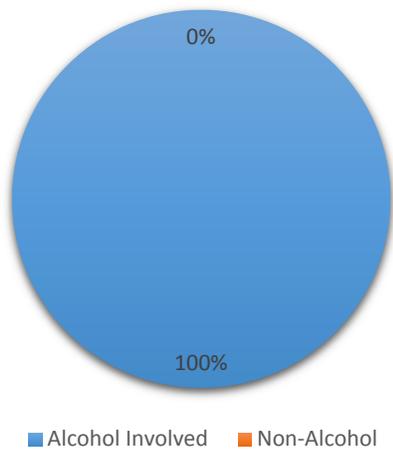


Reportable Calls



Alcohol Involved	22
Non-Alcohol	38
Total Reportable	60

Arrests



Alcohol Involved	30
Non-Alcohol	0
Total Arrests	30

To: Pete Williams, City Manager
From: Ted Meyer, Planner
Subject: **March 2017 Manager's Report**
Date: March 31, 2017

1. ONC Proposed Easement for Access to Planned Subdivision

An easement by deed is currently being drafted for Council review.

2. Planning Commission Business

The Planning Commission recommended approval of the ROW vacation located on the hospital campus in a hearing held on March 9. An ordinance is being drafted for Council review.

The Conditional Use Permit application for the Tundra Liquor Cache located at 105 Hoffman Road was denied approval at a March 30 Planning Commission hearing.

3. RFP Scoring

Met to review and score an RFP for City health insurance on March 31.

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

Site Plan Permit Applications

- YKHC 54-unit apartment building
- YKHC Man Camp
- LKSD building addition

Conditional Use Permit Applications (2)

- YKHC hospital expansion project - A workgroup consisting of YK consultants, DOT&PF and City Planning staff teleconferences every other Friday to review traffic mitigation alternatives. The Planning Commission hearing is now tentatively scheduled for May.
- The Kusko Liquor Store CUP application is scheduled for a Planning Commission hearing on April 13.

Preliminary Plats (3)

One preliminary plat was determined complete and is scheduled for PC hearing in April/May. Two more preliminary plats are to follow.

City Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

Special Budget Meeting Dates April 13, 20, 24, May 8, 11, 18, 22, 25 June 1
Regular Meeting April 25, 2017

Hoping to get the Council's availability to reschedule the Joint Task Force Meeting for April or May.

Website

The office is working on updates to the website, reformatting the sections of the website as well as new visual and photo displays. The City should expect a completely new website display within the next few months. The Office will also be working on creating website forms for the various departments to be put on the website for easier customer use.

A meeting is scheduled for April 14th to put together an action plan for a municipal photo contest.

Committee and Commission Training

Training has been scheduled for most all of the Committees and Commissions. In addition to holding an annual committee/commission training the clerk's office provides an annual training to city staff.

City of Bethel Rate Schedule

On behalf of Administration, the City Clerk's Office coordinated the 2017 Ordinance amending the City's uncodified fees and rates.

Updates to Chambers and Office

Working with Administration on FY 2018 budget to provide updates to the appearance of the council chambers.

Document Preparation

Resolutions 17-07 and 17-09
Ordinance 17-21

Public Records

The City Clerk's Office is conducting a survey of other communities in the State to determine what their charges are for electronic records. The office may be requesting a modification to Ord. 17-12 to reflect the findings of the survey.

Continue to prepare the City's permanent documents to be sent to the State Archivist as well as documents for permanent binding.

Executive Session

Additional Information
