



City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

Regular City Council Meeting

Tuesday, March 8, 2016

6:30 P.M.

Council Chambers; Bethel, Alaska



City Council Meeting Agenda

Regularly Scheduled Meeting

March 8, 2016 – 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 2016
545-0970
bmaczynski@cityofbethel.net

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

Chuck Herman
Council Member
Term Expires 2016
545-5394
cherman@cityofbethel.net

Zach Fansler
Council Member
Term Expires 2016
545-3300
zfansler@cityofbethel.net

Nikki C. Hoffman
Council Member
Term Expires 2017
545-6653
nhoffman@cityofbethel.net

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

Ann Capela
City Manager
543-2047
acapela@cityofbethel.net

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

Patty Burley
City Attorney

Mary Sattler
Lobbyist

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
 - a) *2-23-2016 Regular Meeting Minutes P2
- VII. REPORTS OF STANDING COMMITTEE**
 - a) Public Safety and Transportation Commission
 - b) Port Commission
 - c) Planning Commission
 - d) Parks, Recreation, Aquatic Health And Safety Center Committee
 - e) Finance Committee
 - f) Energy Committee
 - g) Public Works Committee
 - h) Marijuana Advisory Committee
 - i) Non Standing Committee Reports
- VIII. SPECIAL ORDERS OF BUSINESS**
 - a) Proclamation, Proclaiming March 24, 2016 As World Tuberculosis Day (Council Member Herman) P16
- IX. UNFINISHED BUSINESS**
 - a) Public Hearing Of Ordinance 16-03: Approving The Disposition Of City Owned Property/Building In The Form Of A Lease Agreement With University Of Alaska Fairbanks For The Teen Center As Well As Disposal Of Personal Property/Supplies And Equipment (City Manager Capela) P18
 - b) Public Hearing Of Ordinance 16-04: Amending The City Of Bethel Terminal Tariff #004 (Port Commission) P35
 - c) Wind Turbine Maintenance Contract With Northern Power (City Manager Capela) P77
- X. NEW BUSINESS**
 - a) *Introduction Of Ordinance 16-05: City Of Bethel Fee And Rate Schedule (Acting City Manager Williams) P87
 - b) *Introduction Of Budget Ordinance 15-14 (e): Amending The Fiscal Year 2016 Budget (Acting City Manager Williams) P97
 - c) *Introduction Of Budget Ordinance 16-06: Acquisition Of Property, Easements For Institutional Corridor Project- BNC (Acting City Manager Williams) P105

Agenda posted on March 2, 2016, 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 March 23, 2016**)



**City Council Meeting Agenda
Regularly Scheduled Meeting
March 8, 2016 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

- d) *Introduction Of Budget Ordinance 16-07: Acquisition Of Property, Easements For Institutional Corridor Project AVEC(Acting City Manager Williams) P127
- e) *Introduction Of Budget Ordinance 16-08: Acquisition Of Property, Easements For Institutional Corridor Project –YKHC (Acting City Manager Williams)P130
- f) *Resolution 16-10: Requesting The Governor And State Legislators Provide Funding In The Fiscal Year 2017 State Capital Budget To Fully Fund The State Of Alaska Municipal Harbor Facility Grant Program (Acting City Manager Williams) P136
- g) *Resolution 16-11: Supporting The Health And Well-Being Of Our Children And Firefighters And Endorsing The Toxic Free Children’s Act (Council Member Herman)P138
- h) *Resolution 16-12: Preparation And Submission Of Fiscal Year 2015 Staffing For Adequate Fire And Emergency Response Grant Application To Request Funding To Cover Salary And Benefits Of Two To Four Firefighter/EMTs (Acting City Manager Williams)P140
- i) AM 16-15: Directing Administration To Contract With LONG Building For Technology Services At The Pool (PRHAC Committee)P142
- j) AM 16-16: Directing Administration To Include Members Of The Parks, Recreation, Aquatic Health And Safety Center Committee On The Request For Proposal Review Committee For Pool Operators (PRHAC, Committee)P149
- k) AM 16-17: Directing Administration To Release A Request For Proposals For Repairs To The Pinky Park Boardwalk (PRHAC Committee) P150
- l) AM 16-18: Directing Administration To Coordinate With Other Community Agencies To Establish A Working Group To Review And Comment On The Donlin Gold EIS (Council Member Herman) P151
- m) AM 16-19: Directing The City Clerk’s Office To Establish An Ordinance And Operating Procedures To Commence By-Mail Elections For The 2017 Election Year (Council Member Herman) P152
- n) *AM 16-20: Authorizing Administrative Leave To The City Clerk To Attend The Government Social Media Conference (Council Member Herman) P170
- o) AM 16-21: Approving The Retention Plan For The Police Department (City Manager Capela) P175
- p) *Approving The Emergency Leave For The City Manager (Mayor Robb)
- q) *Administrative Leave Request For City Manager To Attend PERS Summit (City Manager Capela)
- r) Direct Administration To Conduct A Salary Survey For All City Positions (Mayor Robb)

Agenda posted on March 2, 2016, 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 March 23, 2016**)



**City Council Meeting Agenda
Regularly Scheduled Meeting
March 8, 2016 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

-
- XI. MAYOR'S REPORT**
 - XII. MANAGER'S REPORTS**
 - XIII. CLERK'S REPORT**
 - XIV. COUNCIL MEMBER COMMENTS**
 - XV. EXECUTIVE SESSION**
 - a) AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/Potential Litigation Regarding Real-estate Taxes (Mayor Robb)
 - b) AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Labor Negotiation Contract Between City of Bethel Employees Association, Local 6055, APEA/AFT And City Of Bethel (Mayor Robb)
 - XVI. ADJOURNMENT**

Agenda posted on March 2, 2016, 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 March 23, 2016**)

Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on February 23, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. PEOPLE TO BE HEARD

Mary Nanuwaic – There are a lot of state action on alcohol and marijuana. The Committee has a lot of work to do in a very short period of time.

Dave Trantham – Senator Murkowski visited Bethel last week. Unfortunately, the military aircraft was not on time, therefore Senator Murkowski was not able to visit the Alaska Territorial Guard Park.

In the Council’s Investigation a few years ago, the Alaska Territorial Guard Park was said to be mentioned. The legal review and audit conducted on the Alaska Territorial Guard Park Board purchasing came back and indicated the Board’s records and financial practices were not in error.

Fritz Charles – Although in favor of legal alcohol sales within the community, provided recognition on the impacts of alcohol, with two fatalities within the last two weeks due to alcohol. Provided support to the Fire Department for their request for additional personnel to cover the foreseen increase in calls for the Department. Suggested the City work with other agencies to address the calls on the river, stated there is a policy with the City that City vehicles are not permitted on the river ice road.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

| | |
|---------------------|---|
| Main Motion: | Approve the Consent and Regular Agenda |
| Moved by: | Fansler |
| Seconded by: | Welch |
| Action: | Motion carries by a vote of 6-0 |
| In favor: | <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch |
| Opposed: | -0 |
| Main Motion: | Remove Ordinances 16-03 and 16-04 from the Consent Agenda. |
| Moved by: | Fansler |

VI. APPROVAL OF THE MEETING MINUTES

Item A – Regular City Council Meeting February 9, 2016

Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission –

Council Representative, Chuck Herman –

A meeting has not been held since the last City Council meeting.

Port Commission –

Council Representative, Alisha Welch –

Terminal Tariff Ordinance modification was reviewed and approved for submission to the Council.

Going over the Port Facility budget for FY 2017.

Planning Commission –

Council Representative, Nikki Hoffman –

Discussion on the zoning regulations within the community.

Elected Chair and Vice-Chair.

Parks and Recreation Committee –

Council Representative, Rick Robb –

A meeting was not held since the last City Council Meeting.

Finance Committee –

Council Representative, Leif Albertson –

Gaming Sales Tax was reviewed, they will be presenting a recommendation to the Council.

Revenue streams for the City to include sales tax and sales tax collection.

Energy Committee –

Council Representative, Zack Fansler –

A meeting was not held since our last City Council meeting.

Public Works Committee –

Sewer Lagoon funding and Environmental Impact Statement was discussed.

Ridgecrest Drive was discussed with regard to the safety improvements.

Advertising options for the vacant positions.

Marijuana Advisory Committee –

Council Representative, Zack Fansler –

A meeting was not held since our last City Council meeting.

Non-Standing Committee –

Transit Committee –

A meeting was not held due to a lack of a quorum. The Administration and the Council may need to consider options for the Committee.

VIII. SPECIAL ORDER OF BUSINESS

Item A – United Pools Update On The YK Regional Aquatic Training and Health Center.

A representative was not available to provide an update.

IX. UNFINISHED BUSINESS

Item A – Public Hearing Of Budget Ordinance 15-14 (c): Fiscal Year 2016 Budget Amendments – Cash Match Of \$250,000.00 For Ridgecrest Drive Project.

Mayor Robb opened the public hearing.

No one was present to be heard.

Mayor Robb closed the public hearing.

A motion to adopt Budget Ordinance 15-14 (c) was made at the

Main Motion: February 9, 2016 Regular Meeting.

| | |
|--------------|---------------------------------|
| Moved by: | Fansler |
| Seconded by: | Herman |
| Action: | Motion carries by a vote of 6-0 |

| | |
|-----------|---|
| In favor: | <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch |
| Opposed: | -0 |

Subsidiary Motion: Suspend the rules to hear from Luke Bowland, Department of Transportation Representative.

| | |
|--------------|---|
| Moved by: | Albertson |
| Seconded by: | Herman |
| Action: | Motion carries by a vote of 6-0 |
| In favor: | <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch |
| Opposed: | -0 |

Primary Amendment: Amend the Budget Ordinance to strike \$264,000 and insert \$4,740 under line item 10-66-773.

| | |
|--------------|---|
| Moved by: | Herman |
| Seconded by: | Fansler |
| Action: | Motion carries by a vote of 6-0 |
| In favor: | <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch |
| Opposed: | -0 |

Primary Amendment: Amend the Budget Ordinance to strike line item 10-39-900, \$264,000 and insert 10-66-602, \$4,740.

| | |
|--------------|---|
| Moved by: | Fansler |
| Seconded by: | Hoffman |
| Action: | Motion carries by a vote of 6-0 |
| In favor: | <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch |
| Opposed: | -0 |

Item B – Public Hearing Of Budget Ordinance 15-14 (d): Amending The Fiscal Year 2016 Budget For Water And Sewer Pump Replacement And ProDev Professional Services Contract.

*Mayor Robb opened the public hearing.
No one was present to be heard.
Mayor Robb closed the public hearing.*

Main Motion: Adopt Budget Ordinance 15-14 (d).

| | |
|---------------------|---------|
| Moved by: | Herman |
| Seconded by: | Fansler |
| Action: | Tabled |
| Main Motion: | Table |

| | |
|--------------|---|
| Moved by: | Albertson |
| Seconded by: | Hoffman |
| Action: | Motion carries by a vote of 6-0 |
| In favor: | <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch |
| Opposed: | -0 |

Item C – Wind Turbine Maintenance Contract With Northern Power.

A motion to approve was made at the February 9, 2016 Regular Meeting.

Main Motion:

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

Main Motion: Postpone.

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

Item D – AM 16-11: Approve The Purchase Of 50 Drums Of Protherm 720 Heavy Duty Coolant and Heat Transfer Fluid From Garness Industrial, Inc.

A motion to approve AM 16-11 was made at the February 9, 2016 Regular City Council Meeting.

Main Motion:

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

Item E – Determination Of Action Regarding Fili’s Restaurant Eating Place License Application #5445.

Waive the City of Bethel’s 60 day right to protest Fili’s Restaurant Eating Place License Application #5445.

Main Motion:

Moved by: Herman
 Seconded by: Welch
 Action: Motion does not carry by a vote of 3-2
 In favor: Robb Herman Welch
 Opposed: Fansler Albertson

Subsidiary

Motion: Suspend the rules to hear from Ted Meyer, City Planner.

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

Main Motion: Motion to suspend the rules to hear from Representatives of Fili's Pizza.

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

Kadri Lamani, Fili's Pizza Representative, addressed the Council's questions.

Council Member Hoffman departed the meeting at 9:02 p.m.

Main Motion: Tale a ten minute break.

Moved by: Albertson
Seconded by: Welch
Action: Motion carries by a vote of 5-0
In favor: Robb Albertson Herman Fansler Welch
Opposed: -0

Council went back on the record at 9:15 p.m.

Main Motion: Pull from the table Budget Ordinance 15-14 (d)

Moved by: Welch
Seconded by: Herman
Action: Motion carries by a vote of 5-0
In favor: Robb Albertson Herman Fansler Welch
Opposed: -0

UNFINISHED BUSINESS

Item B – Public Hearing Of Budget Ordinance 15-14 (d): Amending The Fiscal Year 2016 Budget For Water And Sewer Pump Replacement And ProDev Professional Services Contract.

Insert a decrease to line items:

51-81-501, Salaries – Hauled Water (\$5,000)

51-81-721, Insurance Hauled Water (\$2,400)

51-82-721, Insurance Piped Water (\$4,200)

51-84-799, Miscellaneous-City Sub Water Treatment (\$1,500)

51-81-518, PERS-Hauled Water (\$5,000)

51-82-623, Piped Water Heating Fuel (\$2,400)

51-81-519, Utility Benefit (\$5,000)

Primary 51-81-683, Piped Sewer-Minor Equipment (\$10,000)

Amendment: 51-87-602, Sewer Lagoon-Gasoline (\$5,000)

51-83-561, Supplies – BHWT (\$5,000)
51-83-518, PERS-BHWT (\$5,000)
51-83-623, Heating Fuel-BHWT (\$5,108)
Strike the decrease listed under 51-45-471 (\$55,608)

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

Main Motion: A motion to approve Budget Ordinance 15-14 (d) was made earlier in the meeting.

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

X. NEW BUSINESS

Item A – Introduction Of Ordinance 16-03: Approving The Disposition Of City Owned Property/Building In The Form Of A Lease Agreement With The University Of Alaska Fairbanks For The Teen Center As Well As Disposal Of Personal Property/Supplies And Equipment.

Main Motion: Introduce Ordinance 16-03.

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

Item B – Introduction Of Ordinance 16-04: Amending The City Of Bethel Terminal Tariff #004.

Main Motion: Introduce Ordinance 16-04.

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

Item C – AM 16-12: Direct Administration To Renew The Agreement With Alaska Marine Lines For Preferred Shipping Rates As Per The Current Contract.

Main Motion: Approve AM 16-12.

Moved by: Herman
Seconded by: Fansler
Action: Motion carries by a vote of 5-0
In favor: Robb Albertson Herman Fansler Welch
Opposed: -0

Item D – AM 16-13: Approving Sole Source Approval Of ProComm Alaska To Be The Vendor For Our E911 System.

Main Motion: Approve AM 16-13.

Moved by: Fansler
Seconded by: Herman
Action: Motion carries by a vote of 5-0
In favor: Robb Albertson Herman Fansler Welch
Opposed: -0

Item E – AM 16-14: Approving The Budget Review Dates For Fiscal Year 2016-2017.

Main Motion: Approve AM 16-14.

Moved by: Herman
Seconded by: Fansler
Action: Motion carries by a vote of 5-0
In favor: Robb Albertson Herman Fansler Welch
Opposed: -0

XI. MAYOR'S REPORT

XII. MANAGER'S REPORT

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

Mayor Richard Robb –
No comment.

Council Member Albertson –
No comment.

Council Member Chuck Herman –
No comment.

Council Member Zach Fansler –
No comment.

Council Member Alisha Welch –
No comment.

XV. EXECUTIVE SESSION

Item A – AS 44.62.310: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/Potential Litigation Regarding Real Estate Taxes.

Move into Executive Session As Per Alaska Statutes 44.62.310: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity/Potential Litigation Regarding Real Estate Taxes.

Those participating will be City Council, Acting City Manager, City Attorney, Outside Council, Michael Gatti, and City Clerk.

Main Motion:

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

XVI. ADJOURNMENT

Main Motion: Adjourn

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

Council adjourned at 10:35 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel, Alaska

Public Works Committee Minutes

February 17, 2016

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular Public Works Committee Meeting was held on January 20, 2016 at the council chambers of the City Hall, Bethel, Alaska. The meeting was called to order at 6:35pm by chair, Frank Neitz.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present: Frank Neitz, Scott Guinn, Byron Maczynski, Robert Champagne, and Delbert Egoak

Excused absence(s): Joseph Klejka, Jennifer Dobson

Also Present: Public Works Director, Muzaffar Lakhani
City Manager, Ann Capela
Committee Recorder, Pauline Boratko

III. PEOPLE TO BE HEARD: none

IV. APPROVAL OF AGENDA:

| | | |
|-----------------------|-----------------------------------|------------------------------|
| MOVED BY: | Delbert Egoak | Motion to approve the agenda |
| SECONDED BY: | Byron Maczynski | |
| VOTE ON MOTION | Motion carried by unanimous vote. | |

V. APPROVAL OF MINUTES:

| | | |
|-----------------------|-----------------------------------|--|
| MOVED BY: | Scott Guinn | Motion to approve minutes of January 20, 2016 regular meeting. |
| SECONDED BY: | Delbert Egoak | |
| VOTE ON MOTION | Motion carried by unanimous vote. | |

VI. SPECIAL ORDER OF BUSINESS:

Frank Neitz reports that he attended the Pool Committee Meeting to discuss the boardwalk, and they are currently looking for owners of the Native allotments to get moving forward with the project.

VII. UNFINISHED BUSINESS:

- A. Institutional Corridor Piped Water Supply Project: Alternate routing of the pipe alignment - The negative impact on revenue if Hospital does not tie into the water supply system: Bethel Native Corporations Ana Cooke-Hoffman is working with the City of Bethel to identify private Native allotments.

- B. Sewer Lagoon- PER (Preliminary Engineering Report) and ER (Environmental Report) for Truck Dump site and other options: PER has been submitted to ADEC and thirty day scoping period for the ER has begun.
- C. Installing slip lining in old metallic water pipes in the Bethel Heights subdivision and possible avenues to find funding for this: Byron Maczynski is currently looking for funds and grants for this project.
- D. Hiring of Employees social media—Scott Guinn is trying to gain attention to have long time Bethel residents work for the City of Bethel.
- E. Discuss ways to make job positions more attractive: Bryon Maczynski has suggested higher starting pay for drivers and other employees because people usually look at the money even though the City offers additional benefits.

VIII. NEW BUSINESS:

- A. Funding Strategies for Sewer Lagoon: Gaining support from the local businesses would benefit with this project
- B. Ridgecrest Drive Project- options, and costs associated with the options: Committee supported the Safety Improvement options as presented by DOT&PF

IX. DIRECTOR’S REPORT:

Public Works Director, Muzaffar Lakhani reports that there is a leak in the pipe at the main lift station. Staff with the help of the contractor is trying to fix it.

X. MEMBER COMMENTS:

Scott Guinn: no comment.

Delbert Egoak: no comment.

Frank Neitz: Thank you for giving Ridgecrest information.

Byron Maczynski- no comment.

Robert Champagne- no comment

XI. ADJOURNMENT:

| | | |
|-----------------------|----------------------------------|-------------------|
| MOVED BY: | Scott Guinn | Motion to adjourn |
| SECONDED BY: | Byron Maczynski | |
| VOTE ON MOTION | Motion carried by unanimous vote | |

With no further business, meeting adjourned at 8:00 pm

APPROVED THIS _____ DAY OF _____, 2016.

Pauline Boratko
Recorder of Minutes

Frank Neitz
Chair

Special Order of Business



City of Bethel Proclamation

A PROCLAMATION BY THE BETHEL CITY COUNCIL, PROCLAIMING MARCH 24, 2016 AS WORLD TUBERCULOSIS DAY

WHEREAS, tuberculosis (TB) is primarily an illness of the respiratory system and is spread by coughing and sneezing;

WHEREAS, TB remains a disease of public health significance that has infected one quarter of the world's population, and this year alone 9 million people will catch the disease and 1.5 million will die;

WHEREAS, pulmonary TB is contagious and completing an appropriate prescribed course of medication for infected individuals is critical in preventing the spread of the disease;

WHEREAS, World TB Day is held annually on March 24 to commemorate the date in 1882 when Dr. Robert Koch presented his discovery of the TB bacillus to a group of doctors in Berlin;

WHEREAS, healthy people and healthy communities are the centerpiece of a strong and vibrant society;

WHEREAS, the incidence of TB in Southwest Alaska was 5 times the state average in 2014;

WHEREAS, Alaska Native people make up 70 percent of TB cases, while only constituting 15 percent of the population;

WHEREAS, the Yukon-Kuskokwim Delta's state and local health providers are united to support the individuals, families, and communities affected by this disease, and to renew our commitment to preventing the spread of TB;

NOW THEREFORE BE IT RESOLVED, that the City of Bethel, on behalf of all residents of Bethel, Alaska, does hereby affirm its commitment to TB prevention and control by declaring March 24, 2016 to be **World Tuberculosis Day** in Bethel, and we encourage all citizens to join us in recognizing the prevalence of TB in our communities and learning about how to prevent the spread of this disease.

Richard Robb, Mayor

Attest: Lori Strickler, City Clerk

Unfinished Business

Introduced by: City Manager Capela
Date: February 23, 2016
Public Hearing: March 8, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-03

AN ORDINANCE APPROVING THE DISPOSAL OF CITY PROPERTY IN ACCORDANCE WITH 4.08.030, DISPOSAL TO ENTITY PROVIDING NECESSARY PUBLIC SERVICE: UNIVERSITY OF ALASKA FAIRBANKS, COOPERATIVE EXTENSION, COMMERCIAL LEASE AGREEMENT INCLUDING DONATION OF CITY PROPERTY LOCATED INSIDE THE LEASED PREMISES

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

WHEREAS, all disposals made pursuant to the above referenced subsection for less than the current assessed value or current appraised value shall include a condition requiring that the interest of the City being disposed of shall revert to the City in the event the real property disposed of is not being used to provide the necessary public service justifying the original disposal;

WHEREAS, the City of Bethel is owner of property identified as a building located at 519 Mission Drive (often referred to as the Teen Center Building);

WHEREAS, the Bethel City Council wishes to dispose of said property in the form of a lease agreement between the City of Bethel and the University of Alaska for the use of the building only;

WHEREAS, the lease agreement is made between the two parties from July 1, 2015 and terminates on June 30, 2020 unless earlier terminated or extended in accordance with the terms of the Lease;

WHEREAS, the building currently contains numerous items left over from when the City was involved in the operating the Teen Center;

WHEREAS, among these items are used computers with all of the accessories, couches, refrigerators, a pool table, office furniture, freezers, shelves, kitchen equipment, health equipment, cleaning supplies, arts and crafts

Introduced by: City Manager Capela
Date: February 23, 2016
Public Hearing: March 8, 2016
Action:
Vote:

supplies and other items the approximate total value of which is not believed to exceed Ten Thousand (\$10,000) Dollars;

WHEREAS, the City has no current use for the requested items;

WHEREAS, in addition to the donated items, the City has purchased and donated four (4) regular telephones and one (1) all-in-one Printer to the UAF Program;

WHEREAS, BMC 4.10.020(A)(4) allows the City to donate the items rather than sell the items if the donation is to an educational facility providing services to the residents of Bethel;

WHEREAS, the City of Bethel desires to support the University of Alaska Fairbanks, Cooperative Extension Program and finds that the donation as well as the purchase for donation of the supplies and equipment serves the public purpose of assisting the children of this community.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreements mentioned herein, disposes of property identified as: 519 Mission Drive by lease agreement between the City of Bethel and the University of Alaska Fairbanks for use of the building located at that address. The Lease is set to terminate on June 30, 2020; and

NOW, BE IT FURTHER ORDAINED, the City Council authorizes the City Manager to donate four (4) telephones and one (1) all-in-one Printer to the University of Alaska Cooperative Extension Program on the condition the items are to be returned to the City upon termination of the Lease Agreement; and

NOW, BE IT FURTHER ORDAINED, the City Council authorizes the City Manager to dispose of the surplus items currently located in the building on the condition those items still in working order at the termination of the Lease Agreement are to be returned to 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 04.08.030(B) Disposal to an Entity Providing Necessary Public Service and Bethel Municipal Code 4.08.020(A)(4) Disposal of City-Owned Property.

Introduced by: City Manager Capela
Date: February 23, 2016
Public Hearing: March 8, 2016
Action:
Vote:

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

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

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk



LEASE AGREEMENT

between

City of Bethel

and

**UNIVERSITY OF ALASKA
FAIRBANKS**

Effective Date: July 1, 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "LEASE") is made by and between the City of Bethel (the "CITY"), a municipal corporation located in Bethel, Alaska, whose mailing address is Post Office Box 1388, Bethel, Alaska 99559 and the University of Alaska Fairbanks, on behalf of the School of Natural Resources, (the "LESSEE"), whose mailing address is Procurement & Contract Services/Real Estate Leasing, P.O. Box 757940, Fairbanks, AK 99775-7940.

WHEREAS, LESSEE has indicated its desire to lease real property located at 519 Mission Drive, Bethel, Alaska, more commonly known as the "Teen Center Building".

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

ARTICLE 1 – LEASED PROPERTY

- 1.1 *Description of Leased Property.* The Leased Property commonly known as the "Teen Center" and "parking lot" is located on 519 Mission Drive in the City of Bethel, Alaska. The leased property DOES NOT include the playground equipment situated immediately adjacent to the building.
- 1.2 *Inventory on Leased Property.* Leased Property shall include all inventory and supplies currently inside the building as well as those items specifically set out in the attached Exhibit "A". Such inventory and supplies are for the sole use of LESSEE and may not be sold, donated or bartered by LESSEE. CITY does not warrant the condition of such inventory/supplies. LESSEE accepts the inventory/supplies as is with no promises to CITY to repair or replace said inventory and supplies should they become inoperable through normal and customary use. Any inventory/supplies damaged through the sole negligence of LESSEE, shall be replaced at the sole cost of the LESSEE. Should any of the inventory/supplies become inoperable during the term of this LEASE, LESSEE is solely responsible for the disposal of such inventory/supplies. LESSEE shall notify CITY of the disposal of any items listed in Exhibit A so that CITY may update its inventory list. Any inventory/supplies remaining at the termination of the LEASE shall immediately revert back to CITY.
- 1.3 *Property Accepted "As-is."* LESSEE acknowledges that it has inspected the Leased Property and accepts the same "as-is" and without reliance on any expressed or implied representations or warranties of CITY, or agents of CITY, as to the actual physical condition or characteristics thereof and the legal description or depiction of the Leased Property in Article 1.1.
- 1.4 *Permits.* LESSEE, at its sole cost, shall obtain all permits necessary for the operation of its facilities on the Leased Property.
- 1.5 *Rent.* LESSEE shall pay, from July 1, 2015 to June 30, 2020, rent of \$1.00 per year for the building. Rent shall be paid annually.

ARTICLE 2 – LEASE TERM

- 2.1 *Lease Term.*
 - a) The Lease Term shall be from July 1, 2015 to June 30, 2020. The Lease Term shall commence on the date this LEASE is signed by both the CITY and UAF.

Lease Agreement between the City of Bethel and University of Alaska Fairbanks

- b) The effective date of the lease, however, shall be July 1, 2015 (the "Effective Date").
- c) Except for extensions as provided in Article 2.2 below, this LEASE is not subject to renewal.

2.2 *Options to Extend.* At the expiration of the initial term, at the sole discretion of CITY, the Lease Term may be extended, with rent to be determined upon renewal, provided that:

- a) LESSEE shall send written request for an extension to the address noted in Article 25 at least one hundred eighty days (180) days prior to the expiration of the then current lease term;
- d) LESSEE is not in default under any term or provision of this LEASE.

ARTICLE 3 – USE OF LEASED PROPERTY

3.1 *Use of Leased Property.* LESSEE shall use Leased Property solely for the operation of 4H and related Extension activities and programs. Should the LESSEE discontinue use of the current structure on the Leased Property for a period in excess of 60 (sixty) consecutive days, the LEASE shall be considered to be in breach, shall be considered null and void and the building will automatically revert back to the City, unless a new written agreement is put into place replacing this one.

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

- a) LESSEE agrees to prohibit the use, keeping, storage, or disposal of Hazardous Materials on the Leased Property except as permitted in Article 14.1 of this LEASE.
- b) LESSEE shall not use the Leased Property in any manner or construct any facilities thereon which would inhibit the use of adjacent lands.
- c) LESSEE shall continue to use the Leased Property for the specific purpose(s) described above. Any change to the approved use of the building requires CITY approval, through the City Council, prior to such change. LESSEE's failure to obtain CITY approval of any changes on the allowed use of the building shall be a LESSEE Act of Default under this LEASE.

3.3 *Adequacy of Leased Property and Public Facilities.* CITY makes no representations or warranties as to the fitness of any particular part or the whole of CITY'S leased property for the uses intended by LESSEE. LESSEE has inspected those facilities and has satisfied itself that the leased property is sufficient for the intended uses by LESSEE. CITY makes no representations or warranties of any nature with respect to the commercial practicability or accuracy of any information provided by CITY.

3.4 *Utilities.* Utilities will be paid as follows:

- a) LESSEE will pay for the following utilities related to operations on the Leased Property:

- Internet
- Telephone (including long distance)

b) CITY will pay for the following utilities:

- Heat
- Water/Sewer/Garbage
- Electricity
- Snow Removal**

** Snow removal limited to parking lot area only and only as time reasonably permits based on City's Priority matrix (highways first, secondary roads second, etc.)

3.5 *Operation of a 4H Program.* LESSEE will operate the Leased Property solely for 4H activities.

ARTICLE 4 – CONSTRUCTION BY LESSEE

4.1 *Improvements to Leased Property.* LESSEE shall have the right to maintain, alter or remodel the Leased Property as described in Article 1.1, subject to the following conditions:

- a) The cost of any construction, reconstruction or of any changes, alterations or improvements, shall be borne and paid for by LESSEE.
- b) Plans for any work reasonably estimated to cost Fifty Thousand (\$50,000) Dollars or more, shall be presented to the City prior to commencement of any work for CITY review. CITY shall have the right to approve or deny the proposed changes to the Facility.
- c) If applicable, LESSEE shall provide CITY with a copy of all building plans and specifications and a site development plan or plans (based on a recent survey) for the Leased Property prior to commencement of construction.
- d) Any general contractor employed by LESSEE shall be appropriately bonded by use of performance and labor and material payment bonds in the customary form when cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000). Copies of all such bonds shall be furnished to CITY prior to commencement of construction. If the cost of the work is less than FIFTY THOUSAND DOLLARS (\$50,000.00), LESSEE shall provide CITY, if no performance and labor and material bonds are provided by LESSEE, any necessary assurances or guarantees that the contemplated work will be performed by the general contractor or by LESSEE. In the event that LESSEE elects to utilize its own personnel and equipment, or the personnel and equipment of any corporation or person that is an "affiliate" of LESSEE as such term is defined in AS 10.06.990(2) or Alaska limited liability company in which LESSEE maintains a substantial membership interest¹, a performance bond shall be required when the cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000).

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

Lease Agreement between the City of Bethel and University of Alaska Fairbanks

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

ARTICLE 5 – RETURN OF LEASED PROPERTY

- 5.1 *Return of Leased Property to Sellable Condition.* Upon termination of this LEASE for any reason, LESSEE shall return the Leased Property as received, less customary wear and tear. The Leased Property shall be free of all personal items, hazardous materials and contamination arising out of or resulting from or occurring during LESSEE's operations or use of the Leased Property during this LEASE.

ARTICLE 6 – TERMINATION FOR CONVENIENCE

CITY or LESSEE may terminate this LEASE at any time by giving ninety (90) days written notice to the other party of such termination and specifying the effective date of such termination. If this LEASE is terminated due to the fault of the LESSEE, Article 7 of this LEASE shall govern the rights and liabilities of the parties.

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

ARTICLE 7 – LESSEE'S ACTS OF DEFAULT

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

- 7.1 *Failure by LESSEE to pay promptly.* Failure by LESSEE to pay promptly when due, and in no event later than thirty (30) days from the due date thereof, the rent required to be paid under this LEASE.
- 7.2 *Failure by LESSEE to Observe, Fulfill or Perform any Covenants, Conditions or Agreements.* Failure by LESSEE to observe, fulfill or perform any covenants, conditions or agreements on its part to be observed or performed under this LEASE for a period of thirty (30) days after written notice specifying such failure, requesting that it be remedied, and stating that it is a notice of default, has been given to LESSEE by CITY; provided, however, that if said default is such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the default is corrected.
- 7.3 *The Making by LESSEE of an Assignment.* The making by LESSEE of an assignment for the benefit of creditors, the filing of a petition in bankruptcy by LESSEE, the adjudication of LESSEE as insolvent or bankrupt, the petition or application by LESSEE to any tribunal for any receiver or any trustee for itself or for any substantial part of its property; or the commencement of any proceeding relating to LESSEE under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute or similar law or statute of any jurisdiction, whether now or hereafter in effect.

- 7.4 *Violation by LESSEE of any Laws or Regulations.* Violation by LESSEE of any laws or regulations of the United States, or of the State of Alaska, or any conditions of any permits issued by agencies of the City of Bethel, the State of Alaska or of the United States Government applicable to LESSEE's use of the Leased Property, pursuant to the regulations of such agencies, for a period of thirty (30) days after written notice specifying such violation has been given by the agency charged with the enforcement of such laws, regulations or permits to LESSEE; provided, however, if such violation be such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the violation is corrected. Furthermore, if LESSEE shall contest such alleged violation through appropriate judicial or administrative channels, the time period specified herein shall not commence until such proceedings are finally determined provided such proceedings are diligently pursued; provided, however, that any such extension of time shall not be effective if the effect of the interim administrative or judicial action is to cause a stoppage, interruption or threat to the activities of any person or entity other than those of LESSEE.
- 7.5 *Failure of LESSEE to Maintain the Facility.* Failure of LESSEE to utilize the Leased Property for 4H activities for a period exceeding 60 (sixty) consecutive days.
- 7.6 *Public Entrances.* Failure of LESSEE to keep the public entrances clear.

ARTICLE 8 – REMEDIES FOR DEFAULT BY LESSEE

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

- 8.1 CITY may distrain any of LESSEE's personal property which comes into CITY's possession. This remedy shall include the right of CITY to dispose of personal property distrained in any commercially reasonable manner. It shall be conclusively presumed that compliance with the procedures set forth in the Alaska Uniform Commercial Code (AS 45.29.601-.628) with respect to sale of property shall be a commercially reasonable disposal.
- 8.2 CITY may re-enter the Leased Property and take possession thereof and, except for any personal property of LESSEE which CITY has waived its right to distrain under Article 8.1 above, remove all personal property of LESSEE from the Leased Property. Such personal property may be stored in place or may be removed and stored in a public warehouse or elsewhere at the cost of LESSEE all without service of notice or resort to legal process, all of which LESSEE expressly waives.
- 8.3 In addition to the above, CITY may if applicable:
- a) Declare this LEASE terminated;
 - b) Collect any and all rents due or to become due;
 - c) Recover from LESSEE, whether this LEASE be terminated or not, reasonable attorney's fees and all other expenses incurred by CITY by reason of the breach or default by LESSEE;

Lease Agreement between the City of Bethel and University of Alaska Fairbanks

- d) Recover an amount to be due immediately on breach equal to the unpaid rent for the entire remaining term of this LEASE;
 - e) Recover all damages incurred by CITY by reason of LESSEE's default or breach including, but not limited to, the cost of recovering possession of the Leased Property, expenses of re-letting including costs of necessary renovation and alteration of the premises, reasonable attorney's fees and any real estate commissions actually paid;
 - f) Remove or require the removal of any improvements constructed without CITY approval or constructed contrary to site development plans approved by CITY and recover all costs and expense incurred by CITY to remove violating improvements.
 - g) Recover all damages incurred by CITY by reason of LESSEE's default or breach, including, but not limited to, the cost of removing all structures, cleaning up the land and removing all hazardous materials found on the land.
- 8.4 If LESSEE does not immediately surrender possession of the Leased Property after termination by CITY and upon demand by CITY, CITY may forthwith enter into and upon and repossess the Leased Property and expel LESSEE without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.
- 8.5 No expiration or termination of this LEASE shall expire or terminate any liability or obligation to perform of LESSEE's which arose prior to the termination or expiration except insofar as otherwise agreed to in this LEASE.
- 8.6 Each right and remedy of CITY provided for in this LEASE shall be cumulative and shall be in addition to every other right or remedy provided for in this LEASE or now, or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by CITY of any one or more of the rights and remedies provided for in this LEASE or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by CITY of any or all other rights or remedies provided for in this LEASE or now or thereafter existing at law, or in equity or by statute or otherwise.
- 8.7 No delay or omission to exercise any right or power accruing following an act of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 9 – TITLE TO IMPROVEMENTS INSTALLED BY LESSEE

- 9.1 *Real Property Improvements.* All improvements constructed by LESSEE on the Leased Property shall remain the property of the LESSEE and shall be removed within three (3) months of termination of this Agreement at LESEE's sole expense. Property not removed within three (3) months of termination of this Agreement shall be considered abandoned. CITY may elect to remove any or all abandoned property and dispose of it in any manner CITY deems appropriate. In such event, LESSEE shall be responsible

for all reasonable costs, including attorney's fees, incurred by CITY in the disposal of the abandoned property.

- 9.2 *Personal Property.* Any other provisions of this LEASE to the contrary notwithstanding, LESSEE, upon termination of this LEASE for any reason, shall promptly remove trade fixtures and equipment from the Leased Property provided that LESSEE shall repair any damages to the Leased Property caused by such removal.

ARTICLE 10 – ASSIGNMENT OR SUBLEASE

- 10.1 *Assignment of Lease or Subleasing.* The rights and duties created by the LEASE are personal to LESSEE and CITY has granted the LEASE in reliance upon the individual character and financial capability of LESSEE. Therefore, LESSEE shall not assign or sublease this LEASE, any portion thereof.

ARTICLE 11 – LESSEE'S DUTY TO DEFEND/INDEMNIFY

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

To the extent that the LESSEE is required to indemnify the CITY, the obligation to indemnify is effective only to the extent permitted by law. The obligation to indemnify is further conditioned on the availability of a valid existing appropriation to cover the obligation. The parties to this contract recognize and agree that the LESSEE has no current appropriation available to it to indemnify under the provisions of this contract and that the enactment of an appropriation in the future to finance a payment under these provisions remains in the sole discretion of the legislature and the legislature's failure to make the appropriation creates no further obligation or liability of the LESSEE.

ARTICLE 12 – INSURANCE

- 12.1 *Minimum Insurance Requirements.* Upon execution of the lease, LESSEE shall affirm its financial capacity of not less than ONE MILLION DOLLARS (\$1,000,000) for all injuries and/or deaths resulting to any one person and ONE MILLION DOLLARS (\$1,000,000) limit from any one occurrence.

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

- 12.2 *Subrogation Rights Waived.* To the extent permitted by law, LESSEE hereby waives its rights of subrogation against the CITY. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of LESSEE's occupancy or use (including LESSEE's occupancy or use prior to the Effective Date of this LEASE). LESSEE agrees that its policies of insurance will include such a clause or endorsement.

ARTICLE 13 – MAINTENANCE AND REPAIRS

- 13.1 *Normal Maintenance.* During the entire term of this LEASE, LESSEE shall, at LESSEE's sole cost, risk and expense, maintain the Leased Property, including any improvements existing or placed thereon by LESSEE, in as good condition as received by LESSEE, subject to normal, non-abusive use. LESSEE shall maintain in first class condition at all times all fire, pollution and other protective equipment, if any are placed on Leased Property. CITY's maintenance obligations shall be limited to basic building repair such as boiler repair, repair of electrical or water systems and other general repairs customarily provided by a landlord in a landlord/tenant property rental situation.
- 13.2 *Safety Issues.* CITY may notify LESSEE in writing of any deficiencies in the performance of LESSEE's maintenance responsibilities as they relate to public health or safety and LESSEE shall promptly within ten (10) days of receipt of such notice advise CITY in writing of its proposed schedule for performance of any work necessary to cure such deficiencies.

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

ARTICLE 14 – ENVIRONMENTAL CONCERNS

- 14.1 *Hazardous Materials.*
- a) *Use of Hazardous Materials on the Site.*
- i) LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Property except for such Hazardous Material as is necessary to conduct LESSEE's authorized use of the Leased Property.
 - ii) Any Hazardous Material permitted on the Leased Property as provided in this paragraph, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all Environmental Laws or other laws or regulations applicable to such Hazardous Material.
 - iii) LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, ground water, sewer system or any body of water, if such material (as reasonably determined by the City, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the (a) health, welfare or safety of persons, whether located on the Leased Property or elsewhere; or (b) condition, use or enjoyment of the Leased Property or any other area or personal property.

Lease Agreement between the City of Bethel and University of Alaska Fairbanks

- iv) LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept or brought on the Leased Property by LESSEE, its authorized representatives and invitees, and LESSEE shall give immediate notice to CITY of any violation or potential violation of the provisions of this subparagraph.

b) *Indemnification of CITY.*

To the extent permitted by law, the LESSEE shall defend, indemnify and hold CITY harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- i) The presence, disposal, release or threatened release of any such Hazardous Material which is on or from the Leased Property, soil, water, ground water, vegetation, buildings, personal property, persons, animals or otherwise;
- ii) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material or any use of the Leased Property;
- iii) Any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material or any use of the Leased Property; and/or
- iv) Any violation of any laws applicable thereto; provided, however, that this Article 14.1(b) shall apply only if the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (1) occur during the term of this LEASE; and (2) arise in whole or in part from the use of, operations on, or activities on the Leased Property by LESSEE or LESSEE's employees, agents, invitees, contractors, subcontractors, authorized representatives or any other persons. The provisions of this subparagraph shall be in addition to any other obligations and liabilities LESSEE may have to CITY at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this LEASE.

Any other provision of this LEASE to the contrary notwithstanding, the obligation to indemnify is effective only to the extent permitted by law. The obligation to indemnify is further conditioned on the availability of a valid existing appropriation to cover the obligation. The parties to this contract recognize and agree that the LESSEE has no current appropriation available to it to indemnify under the provisions of this contract and that the enactment of an appropriation in the future to finance a payment under these provisions remains in the sole discretion of the legislature and the legislature's failure to make the appropriation creates no further obligation or liability of the LESSEE.

c) *Hazardous Material Defined.* As used in this LEASE, Hazardous Material is any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by

any Environmental Law. Hazardous Material includes any and all material or substances which are defined as industrial waste, hazardous waste, extremely hazardous waste or a hazardous substance under any Environmental Law. Notwithstanding any statutory petroleum exclusion, for the purposes of this LEASE, the term Hazardous Material includes, without limitation, petroleum, including crude oil or any fraction thereof, petroleum soaked absorbent material and other petroleum wastes.

- d) *Environmental Law Defined.* As used in this LEASE, Environmental Laws include any and all local, state and federal ordinances, statutes, and regulations, as now in force or as may be amended from time to time, relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same. Environmental Laws include, by way of example and not as a limitation of the generality of the foregoing, Alaska Statutes Title 46, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Water Act, and the Superfund Amendments and Reauthorization Act of 1986.

ARTICLE 15 – NO WAIVER OF BREACH

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

ARTICLE 16 – COMPUTATION OF TIME

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

ARTICLE 17 – SUCCESSORS IN INTEREST

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19 – GOVERNING LAW

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

ARTICLE 20 – PARTIAL INVALIDITY

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

ARTICLE 21 – RELATIONSHIP OF PARTIES

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

ARTICLE 22 – INTERPRETATION

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

ARTICLE 23 – CAPTIONS

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

ARTICLE 24 – AMENDMENT

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

ARTICLE 25 – NOTICES

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

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

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

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

AND

City Attorney
CITY OF BETHEL
PO Box 1388
Bethel AK 99559

Lease Agreement between the City of Bethel and University of Alaska Fairbanks

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

John Hebard, Director
Procurement & Contract Services/Real Estate Leasing
University of Alaska Fairbanks
P.O. Box 757940
Fairbanks, AK 99775-7940

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

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

CITY:

LESSEE:

CITY OF BETHEL

UNIVERSITY OF ALASKA FAIRBANKS

By: Ann K. Capela

By: John Hebard

Its: City Manager

Its: Director, Procurement & Contract Services

Date: _____

Date: _____

**Exhibit A
Lease Agreement
City of Bethel and UAF (4H Program)**

Items donated by City of Bethel to 4H Program

| Item Description: Electronic | # | Item Description: Physical Assets | # |
|-------------------------------------|----------|--|----------|
| <i>Laptop Computers</i> | 6 | Couch | 2 |
| Dell Latitude D820 (1) | | Refrigerator | 4 |
| Dell Latitude E6420 (5) | | Pool Table | 2 |
| | | Office Chairs | 6 |
| <i>Desktop Computers</i> | 9 | Stand Up Freezer | 3 |
| Optiplex 780 | | Shelves | 8 |
| | | Microwave | 2 |
| <i>Monitors</i> | 10 | Stair Master | 1 |
| Dell (8) | | Elliptical | 1 |
| Acer (2) | | Health Rider | 1 |
| | | Plastic Tables | 5 |
| <i>Keyboards</i> | 10 | Stove | 1 |
| Dell (9) | | Stacking Washer & Dryer | 1 |
| Logitech (1) | | Stacking Chairs | 43 |
| | | Foose Ball Table | 1 |
| <i>Mouse</i> | 10 | Filing Cabinets | 6 |
| Dell (9) | | White Cabinets | 7 |
| Logitech (1) | | Motorola Walkie Talkies | 4 |
| | | Swann Security System | 2 |
| <i>Speakers</i> | 2 | | |
| UBL Pro (1) | | Miscellaneous Kitchen Utensils | |
| Logitech (1) | | Miscellaneous Kitchen Appliances | |
| | | Boxes of Synthetic food serving gloves | 12^ |
| | | Boxes of Clorox wipes | 12^ |
| | | Paper Towels | |
| | | Toilet Paper (cases) | |
| | | Spices / condiments | |

^ Approximately

To be Purchased and Donated: 4 regular telephones

To be donated from Current City Inventory: One all in one Printer

Introduced by: Port Commission
Introduction Date: February 23, 2016
Public Hearing: March 7, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-04

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING TERMINAL TARIFF #004 NAMING RATES, RULES AND REGULATIONS FOR THE TERMINAL SERVICES AT THE PORT OF BETHEL, ALASKA

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

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

SECTION 2. Amendment. The Attached City of Bethel Terminal Tariff #004, is hereby Amended, new language is underlined, old language is stricken. It shall be adhered to by all traffic without specific notice of arrangement.

SECTION 3. Effective Date. This ordinance becomes effective 10 days after the passage by the City Council.

**ENACTED THIS ___ DAY OF _____, 20___, BY A VOTE OF ___ IN FAVOR AND
___ OPPOSED.**

Richard Rob, Mayor

ATTEST:

Lori Strickler, City Clerk

PORT OF BETHEL

TERMINAL TARIFF NAMING RATES, RULES, AND REGULATIONS for TERMINAL SERVICES

At

THE PORT OF BETHEL, ALASKA

TERMINAL TARIFF #004

**Adopted by Ordinance
09-10 Effective June 5,
2009**

**Amended by Ordinance 10-32
Effective December 3, 2010**

**Amended: Ordinance 13-05
Effective: June 7th 2013
Except for the Inbound Petroleum
Products (thru put fee), shall
become effective March 1st 2014**

NOTICE TO THE PUBLIC

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

TABLE OF CONTENTS

| | PAGE NO. |
|--|-----------------|
| Notes | 05 |
| Table of Contents | 02-04 |
| Explanation of Symbols, Abbreviations and Conversions | 06 |
| Definitions (Bethel Municipal Code, Section 14.02.020) | 07-09 |

ITEM NO.**SECTION 1 - GENERAL RULES AND REGULATIONS**

| | |
|--|-----|
| Application of Tariff | 100 |
| Third Party Access - Including Stevedores and Longshoreman | 101 |
| Limits of Liability | 102 |
| Application of Rates | 103 |
| Insurance | 104 |
| Responsibility for Collection and Terms of Payment | 105 |
| Delinquent Accounts | 106 |
| Liability for Loss, Damages, or Injury | 107 |
| Rights of the Port | 108 |
| Shipper Requests and Complaints | 109 |
| Demurrage or Delays | 110 |
| Manifests Required of Vessels | 111 |

SECTION 2 - DESCRIPTIONS AND SCHEDULE OF CHARGES

| | ITEM NO. |
|--|-----------------|
| General Definitions | 200 |
| (a) Berthing | |
| (b) Free Time for Cargo and Moorage | |
| (c) Load Limits | |
| (d) Normal Working Hours | |
| (e) Call Outs | |
| (f) Reservations | |
| (g) Responsibility for Housekeeping\ | |
| (h) Point of Rest | |
| | |
| Dockage - General information | 201 |
| (a) Definition | |
| (b) How Calculated / Basis for computing charges | |
| (c) Required to Vacate Berth | |
| (d) Charges on Vessel Shifting | |
| (e) Dock Assignments | |
| (f) Resource Allocation Rules | |
| (g) Government Vessels | |
| (h) Fees and Charges / Dockage Rates and Cargo Transfer | |
| (i) Haul-outs | |
| (j) Seawall Mooring Rates | |
| | |
| Storage - General Information | 202 |
| (a) Definition | |
| (b) Conditions Governing Acceptance of Cargo for Monthly Storage | |
| (c) Calculations | |
| (d) Conditions Governing Acceptance of Cargo for Daily Storage | |
| (e) Minimum Charges | |
| (f) Storage Rates - Open Areas | |
| (g) Storage Rates - Hazardous Materials (HAZMAT) | |

| | |
|--|-----|
| Wharfage - General Information | 203 |
| (a) Definition | |
| (b) Taxes | |
| (c) Application | |
| (d) Oversight | |
| (e) Fees and Charges / Schedule of Charges | |
| (f) Demurrage / Definition | |
| (g) Demurrage / Minimum Charges | |
| Handling - General Information | 204 |
| (a) Definition | |
| (b) Spillage | |
| (c) Line Handling | |
| (d) Exception - Application of Man-Hour Rates on Handling | |
| (e) Fees and Charges / Stevedoring Permits – Third Party Contractors | |
| (1) Full Service Permit | |
| (2) Specialty Permit | |
| (3) Independent Permit | |
| (4) Windshield Decals | |
| (5) Vehicles and Equipment Listing | |
| Labor | 205 |
| (a) Rates | |
| (b) Specific Labor Cost Services | |
| (c) Schedule of Man-Hour Rates | |
| (d) Electric Power | |
| (e) Fresh water | |
| (f) Gray Water Removal | |
| (g) Refuse Removal and Disposal Charges | |
| (h) Used Oil Disposal | |
| (i) Solid and Liquid Waste Materials | |
| Vessel Overhaul | 206 |
| (a) Repairs and Maintenance | |

NOTES:

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

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

CONVERSION TABLES

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

DEFINITIONS

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

1. **Abandon Vessels- A.S.30.30.010-**“ a vessel in a wrecked, junked, or substantially dismantled condition “- and left on any Port Facility without the Port Directors permission.
2. **Beam-** The greatest overall width of a vessel.
3. **Berth-** The space allotted to a vessel at anchor or at a wharf.
4. **Boat Owner-** The actual, or registered, owner, charterer, master, agent, or person in the navigational control, or person responsible for the operation of the boat.
5. **City-** The City of Bethel.
6. **Delinquent List-** The record of vessels, their owners, or agents, or other users of the Port of Bethel who have failed to pay charges when due, or who have not furnished proper cargo statements to the Port Director.
7. **~~Derelict-~~**~~As defined in A.S.30.30.090 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.~~
8. **Dockage-** A charge made for vessels at wharves, or moored on, or to, City property.
9. ~~Floating Decks/~~**Mooring Floats-**mooring floats equipped with, or without, gangways that are secured to the seawall, or appurtenant to it, for the use of small vessels.
10. **Free Time-** The period during which cargo and or vessels may occupy space at the Port of Bethel free of charges as specified in Item 200 of the Port of Bethel Terminal Tariff.
11. **Handling-** The service accorded to cargo movement to, or from, a vessel.
12. **Harbormaster-** The individual charged with directly supervising and facilitating cargo, freight, fuel, and Small Boat Harbor operations; the Port Director's designee.
13. **LOA-** The overall length of a watercraft measured from the most forward point at the stem (bow) To the after most part of the stern of the watercraft, to include the motor.
14. **Haul-out-** When a vessel is pulled, skidded, lifted, or floated and left partially or completely upon any Port facility or Port property.
15. **~~Local Boats-~~** ~~Watercraft operating out of the Port and whose owners, or operators, are residents of the City of Bethel.~~

16. Moorage- The act or an instance of mooring, the place a vessel may be moored, a charge for mooring.

DEFINITIONS (Continued)

- 17. Moorings-** a place where a vessel is moored ~~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.~~
- 18. Motor Vehicles-** A vehicle that is self-propelled except a vehicle moved by human, or animal power.
- 19. Person-** An individual, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.
- 20. Port Director-** The Director of the Port, or the Port Director's designee.
- 21. Port Facilities-** All docks, floats, berths, wharfs, seawalls, and other landing, launching, mooring, cargo, or other facilities located within the Port of Bethel.
- 22. Port of Bethel, or Port-** All navigable streams, rivers, continuous waterways, the adjacent shorelines and facilities thereto under the ownership, or control, of the City located within the corporate limits of the municipality, including, but not limited to, the Petroleum Dock, the City Cargo Dock, the Small Boat Harbor, the City Seawalls, and any other similar facilities excepting those areas within the exclusive jurisdiction of the State, or Federal, government.
- 23. Small Vessels-** Boats, or other crafts, less than ~~thirty-two (32)~~ thirty-five (35) feet length overall (LOA) including, but not limited to, motor boats, steam ships, float planes, canal boats, tugs, barges, sailing vessels, and every structure, or vehicle designed, or adapted, to be navigated either wholly, or partially, on water and used to transport people, or property.
- 24. Seawall-** The bulkhead constructed of pipe piling, or other material, along the waterfront of the City of Bethel.
- 25. Summer Season-** June 1st through October 31st
- 26. Transit cargo or transit freight-** Cargo or freight onboard which upon arrival at ~~the~~ a Port Facility is not to be discharged at the ~~a Port Facility~~ , or put overside, transferred, to another vessel, and the cargo or freight is destined to a place other than a Port Facility.
- 27. Though-rated cargo-** Inbound cargo at the Port of Bethel and transferred to a vessel other than the vessel upon which it arrived with a final destination other than the Port of Bethels' facilities.
- 28. Transient Watercraft Vessel-** A watercraft vessel whose home port is registered or documented other than ~~that the City of Bethel.~~ ~~or any watercraft vessel that is not registered by an exclusive, or term, moorage agreement with the Bethel Small Boat Harbor.~~

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

DEFINITIONS (Continued)

- 30. Wharf-** includes every pier, bulkhead, dock, seawall, landing float, gridiron, and other structure to which vessels make fast, or upon which persons, or cargo, are discharged from a vessel, or from which persons, or cargo, are loaded upon a vessel.
- 31. Wharfage Demurrage-** The charge made against any cargo and commodities left on or attached to a Port Facility City premises beyond the time specified in Item 202 of the Port of Bethel Terminal Tariff.
- 32. Winter Season-** November 1st through May 31st
- 33. Terminal Charges-** The charges included in the current Port of Bethel Terminal Tariff as filed with the Federal Maritime Commission. Terminal charges include only charges for facilities, goods, or services provided by the City of Bethel. See Vessel
- 34. Watercraft or Boats** ~~Any vessel, or small vessel, including, but not limited to houseboats, float planes, waterborne aircraft, floats, scows, rafts, pile drivers, or any other floating structure adapted to be navigated from place to place, used for recreational, commercial, or other purpose upon the waterways within the Port, or moored at any place within the Port.~~
- 35. Small Boat Harbor, or Harbor-**USS 3790 Plat 82-13 That the area so designated as platted for use as the Bethel Small Boat Harbor.
- 36. Loading Areas-** ~~That~~ An area designated by the Port Director that may not be a Public Access area for the purpose of loading and unloading small items into a boat for non-commercial purposes and is not subject to wharfage charges.
- 37. Launching Area-** ~~That area~~ designated by the Port Director Platted Public Access areas for the purpose of launching and retrieving boats.
- 38. SBH Parking Area-** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers
- 39. Tariff Charges-** These charges include all dockage, wharfage demurrage, terminal charges, moorage fees, rentals, and any other charges, or fees, authorized by the Port Commission and approved by the City Council for use of the Port. Tariff charges shall also include any amounts a

person owes the Port under the Bethel Municipal code (BMC), Sections 14.02.070 and 14.02.085 or 14.08.030 (G). Bethel City Ordinances 01-18-2 and 209-05, 1992, are applicable

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

The rates, charges and tariffs set forth in this document are addressed in the Bethel Municipal Code, Chapter 14, Section I4.02.050.

(a) GENERAL APPLICATION OF TARIFF:

Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled, or other than self-propelled, when such vessels are provided with dockage services, or other vessel services named in this tariff. Rates, charges, rules and regulations provided herein apply to any and all merchandise received at, or shipped from, the facilities, or properties, operated under the jurisdiction and control of the Port of Bethel, and specifically to the City Dock, Petroleum Dock, Seawall, appurtenant structures thereto, and waterways under the management of the Port Director. Information and applications for services are maintained at the Port of Bethel office.

(b) SUBJECT TO CHANGE:

The rates named in this tariff, revisions, or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion, or other causes not reasonably within the control of the Port of Bethel, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis prescribed in this Tariff.

(c) TARIFF EFFECTIVE:

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

(d) ACCEPTANCE OF TARIFF:

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

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

APPLICATION OF TARIFF (Continued)

100

(e) RESERVATIONS OF AGREEMENT RIGHTS:

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

THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN

101

(a) DEFINITION:

All labor must be contracted through shipping agents, stevedoring agencies, or vessel agents, owners/operators. This item provides information regarding access, responsibilities, and requirements related to third party employers and employees. Third party access applies to stevedores, longshoremen, independent contractors, and other non-Port employees with business at the Port. Third party contractors performing stevedoring operations shall be permitted through the Port of Bethel. Refer to fees and charges listed elsewhere in this document.

(b) CARE IN THE PERFORMANCE OF OPERATIONS:

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

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

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

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

A person, who is involved in an incident within the Port, or any Port facility which results in the injury, or death of a person, or any property damage, shall immediately notify the Port Director. If the office of the Port Director is closed, notification shall be given to the Bethel Police Department. The notification shall include the name and address of the person, the type and extent of the injury and the time when the injury occurred, and such other information as shall be requested in an accident form provided by the Port Director. (Bethel Municipal Code, Section 14.02.080; Ordinance 209.5, 1992)

(c) COMPLIANCE FIRE AND SAFETY PRECAUTIONS:

Any third party operating at the Port of Bethel shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures, and regulations. Any welding/open flame "hot work" must be approved by the Port Director, or Harbormaster, and the City of Bethel Fire Department. When "hot work" is being conducted, a Fire Watch will be assigned for the entire duration of the work being performed. The Fire Watch shall not be assigned other duties while performing this vital safety function and shall, at all times while "hot work" is ongoing, be not more than 20 feet from the work area.

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

(d) THIRD PARTY AND PORT INDEPENDENT CONTRACTORS:

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

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

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

THIRD PARTY ACCESS INCLUDING STEVEDORES AND LONGSHOREMEN (Continued) 101

(e)EFFICIENT AND EXPEDITIOUS VESSEL WORK:

In order to ensure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the Port of Bethel, third party employers will:

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

LIMITS OF LIABILITY

102

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

(b)Indemnity-Third party employers and employees shall defend, indemnify and hold harmless the City of Bethel and the Port of Bethel, its employees, and agents from and against any claims, damages, losses, and expenses (including attorney's fees) for injury to a death of any third party employees or the injury to real or personal property.

(c)Insurance-Third party employers shall be required to obtain and/or maintain the following insurance coverage:

Workers Compensation insurance (including Longshoremen ad the Harbor Workers Act Coverage) under all applicable federal and state statutes and municipal ordinances, and shall carry a minimum of \$1,000,000 in employer's liability insurance (including liability under the Jones Act). Third party employers shall carry and maintain, at their own expense, insurance not less than the amount and the coverage herein specified, and the City of Bethel, its employees and agents shall be named as additional insured under the insurance coverage so specified, including all liability coverage with exception of Worker's Compensation. There shall be no right of subrogation against the City or its agents, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Bethel; and these policies providing coverage thereunder shall contain provisions that no cancelation or material changes in the policy relative to the business and operations conducted on the City of Bethel's Port Property shall become effective except upon 30 days prior written notice thereof to the City of Bethel.

Commercial General Liability limits not less than \$1,000,000 per Occurrence and \$2,000,000 annual Aggregate for bodily and property damage including coverage for premises and the operations liability, products and completed operations liability, contractual liability, broad form property liability, and personal injury liability. Occurring on, in or about the vessels being loaded by third party employees, or the premises of the Port and the adjoining areas.

Commercial Automobile Liability covering all owned, non owned, hired, and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and the Property Damage per each occurrence or loss.

Third party employers shall be required to submit to the City of Bethel certificates of insurance evidencing the forgoing coverage, and said certificates shall provide that the City is to be given 30 days prior written notice of any alteration or cancellation.

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

APPLICATION OF RATES

103

- (a) Unless otherwise provided, rates are given in dollars per short ton, lineal feet, cubic feet, square feet, or U.S. gallon, whichever creates the greater revenue.
- (b) Users of Port facilities are required to furnish copies of invoices and a separate manifest for both inbound and outbound cargo and/or freight. Invoices and manifests shall be on company letterhead and will contain the name of the consignee, accurate weight, a personal contact, and a voyage number. Additional pages, if required, must clearly indicate company name and voyage number to avoid confusion.
- (c) Specific commodity rates will take precedence over any general or specified rates.
- (d) All current rates and fees schedules will be available at the Port of Bethel office and posted on-line at www.cityofbethel.org.

INSURANCE

104

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

RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT

105

- (a) **RESPONSIBILITY FOR CHARGES:**
 Vessels, their owners, agents, masters, and shippers, or consignees, of goods docking at, or using, the facilities covered by this tariff, agree to be responsible, jointly and severally, for the payments of charges assessed in accordance with this tariff. Rates, rules and regulations of this tariff and liability for charges apply without regard to the provision of any bills of lading, charter party agreement, third party agreement, contract, or any other conflicting documents (Bethel Municipal Code, Section 14.02.055).

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

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

(b) TERMS AND CONDITIONS OF PAYMENT:

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

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

- (1) By the vessel, its owners, or agents before vessel is assigned a berth and commences loading, or unloading, operations.
- (2) By the cargo owner, shipper, or consignee before cargo leaves the custody and control of the Port of Bethel.
- (3) For all charges on perishable cargo, or cargo of doubtful value, and household Goods.
- (4) Payment terms are cash unless the Port of Bethel customer, prior to the use of Port facilities and/or services, has established credit worthiness, or has posted adequate security acceptable to the Port of Bethel and has thereby been relieved of cash payment requirements by the Port.

(c) COMPLIANCE WITH TERMINAL USE PERMIT CONDITIONS:

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

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

DELINQUENT ACCOUNTS

106

(a) TIME OF DELINQUENCY:

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

(b) DELINQUENT LIST:

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

LIABILITY FOR LOSS, DAMAGES, OR INJURY

107

(a) LIMITS OF RESPONSIBILITY:

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

The Port of Bethel will not be responsible for any loss, damage, injury, or death, including, but not limited to, loss, damage, injury, or death, caused by earthquakes, fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage, or decay, animals, rats*, mice, or other rodents, moths, weevils, or other insects, leakage, or discharge from sprinkler fire systems, collapse of building, or equipment, or by floats, logs, or pilings required in breasting vessels away from the Dock, or seawall, nor will it be liable for any loss, damage, injury, or death, or delay arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots, or strikes of any person in its employ, or in service of others, or from any consequences arising here from, except, the Port of Bethel shall not be relieved from liability for its own negligence. (Bethel Municipal Code, Section 14.02.090).

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

*The Alaska Board of Game has issued stricter rat and rodent control procedures in 2007, making it a misdemeanor for vessels with rats and rodents on board to enter into, or use, Alaskan waters. These more stringent steps were initiated due to an increase in rodent populations in various Alaskan ports, and the ability of rats and rodents to survive as far north as Nome (Alaska Administrative Code, Chapter 5, and Section 5AAC92.141).

(c) SERVICES ON PORT OF BETHEL PREMISES:

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

(d) PROVISIONS:

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

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

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

(b) RIGHT TO APPROVE:

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

(c) RIGHT TO REFUSE FREIGHT

The Port of Bethel reserves the right, without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive, or unload, or to permit vessels to discharge freight:

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

(d) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT:

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

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

RIGHTS OF THE PORT (Continued)

108

Freight remaining at Port of Bethel facilities after expiration of free time (15 calendar days are allowed for local cargo/freight, and 30 calendar days are allowed for through-rated cargo/freight), and freight remaining after the clearance of a vessel, may be piled, or re-piled, to make space, transferred to other locations, or receptacles, on/at Port of Bethel premises, or removed to public, or private warehouses, with all expense and risk of loss, or damage, becoming the responsibility of the owner, shipper, consignee, or carrier.

(e)EXPLOSIVES:

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

(f) OWNER’S RISK:

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

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

SHIPPER REQUESTS AND COMPLAINTS

109

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

SECTION 1

GENERAL RULES AND REGULATIONS

ITEM NO.

DEMURRAGE OR DELAYS

110

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

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

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

MANIFESTS REQUIRED OF VESSELS

111

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

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

GENERAL DESCRIPTIONS

200

(a) BERTHING:

The Port of Bethel must be notified 24-hours in advance of any intent to dock/undock vessels at any of its facilities and appurtenances. Vessels intending to berth/moor, or depart, Port of Bethel facilities shall use sufficient tugs to dock/undock the vessel/barge in a safe manner. Safe working speed will be maintained given prevalent conditions. Line Handlers shall be used. In all cases, prudent seamanship and current Rules of the Road apply.

(b) FREE TIME FOR CARGO AND MOORAGE:

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

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

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

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

(c) LOAD LIMITS:

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

(d) NORMAL WORKING HOURS:

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

~~Personnel: Veteran's Day, Thanksgiving Day, day after~~

Normal office working hours are Monday through Friday 8am too 5pm throughout the year except for Holidays observed by the City of Bethel. Section 2; Item 205 will apply to any labor if provided for the purpose of any duties stated in the Terminal Tariff outside normal working hours.

June 1st-Oct 31st City Dock Attendants and Small Boat Attendants may perform duties outside normal working hours, with the Port Directors' permission and or direction, without Section 2; Item 205, I as long as those duties do not interfere with the duties of the Small Boat Harbor. Charges in Section 2; Item 205 will be charged only with the Port Directors' approval.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

GENERAL DESCRIPTIONS (Continued)

200

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

(e) CALL OUTS:

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

(f) RESERVATIONS:

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

(g) RESPONSIBILITY FOR HOUSEKEEPING:

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

user will be billed at cost plus a thirty (30%) percent overhead charge.

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

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

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

GENERAL DESCRIPTIONS (Continued)

200

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

(h) POINT OF REST:

Point of Rest is defined as that area on, or at, a Port of Bethel facility that is assigned for the receipt of inbound cargo from a vessel and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

DOCKAGE - GENERAL INFORMATION

201

(a) DEFINITION:

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

(b) CALCULATION:

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

(c) VESSELS REQUIRED TO VACATE BERTH:

The Port of Bethel reserves the right to order a vessel to shift its position at a wharf, to change berths, or to vacate a berth, when not actually engaged in loading, or discharging, freight/ cargo, or when occupying a berth beyond the time scheduled by the Port Director, or Harbormaster. Any vessel upon notice to move which refuses, or fails, to move, may be shifted, or moved by tug, or otherwise, and any expenses, damage to vessels, or berth during such removal will be charged to the vessel so moved.

(d) CHARGES ON VESSEL SHIFTING:

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

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE - GENERAL INFORMATION (Continued)

201

(e) DOCK ASSIGNMENTS:

The Port Director, or Harbormaster, have sole authority to determine how a vessel must use the Port of Bethel (e.g. the exact location for berthing), to reserve the vessel’s arrival and departure time, and to maintain a written schedule of such reservations prepared from the Vessel Docking Request forms.

(f) RESOURCE ALLOCATION RULES:

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

(g) GOVERNMENT VESSELS:

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

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE – FEES AND CHARGES

201

(h) DOCKAGE RATES/CARGO TRANSFER:

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

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

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

DOCKAGE – FEES AND CHARGES

201

(i) HAUL-OUTS:

When a vessel is hauled out of the water and placed partially or completely upon any Port facility, including but not limited to the City Dock and Beach #1 during June 1 and October 15 of each year, the vessel will be charged a daily dockage rate for the length of the vessel.

- a) The owner or authorized representative for the vessel submits a completed Property Storage Request; and
- b) The Property Storage Request is approved, in writing, by the Port Director; and

The vessel is parked only in one of the two (2) designated storage areas

(2)Vessels that do not follow all three conditions or that are returned to the water, however briefly will incur dockage fees and the charges as set out in the Bethel Tariff.

(3) Upon advanced written showing of the significant need, the Port Director may authorize, in writing storage at a different location. Such authorizations are not guaranteed, even when boats are inoperable and unable to easily move to the designated areas.

SEAWALL MOORING:

A vessel assigned a Seawall mooring permit will be charged a one time fee of twenty – six US dollars (\$26.00) per lineal foot at the rate for the summer season. Rates for the summer season (June 1 through October 31) will be assessed as follows: Vessels moored alongside the Seawall, or the east side of the City Dock within Brown’s Slough, will be charged \$26.00 per lineal foot of designated wall space. Moored vessels will not extend out from the Seawall more than 100 feet maximum. Outboard vessels shall not be longer than the inboard vessel to which they are moored. Moorage of more than two (2) vessels wide is not allowed. Vessels will not be allowed to moor outboard of each other in Brown’s Slough. The daily dockage rate will apply for any vessel in excess of 100 ft or two vessels wide. Rates listed above in the LOA Table do not include taxes.

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

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

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

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

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

Terminal Storage is the service of providing warehousing, or other terminal facilities, for the storing of inbound, or outbound, freight/cargo, or gear/equipment, after the expiration of free time. This includes closed or covered storage, open or ground storage, bonded storage when available, and refrigerated storage when available after storage arrangements have been made.

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

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

(c) CALCULATIONS:

Equipment/Freight/cargo received for storage on the City dock and Beach One will be billed on a semi-monthly (twice per month) rate during the summer season (June 1 through October 31), and on a monthly (once monthly) rate during the winter season (November 1 through May 31). Storage on all other Port Facilities will be billed on a monthly basis.

(d) If storage for winter season (November 1 to May 31) is paid in full at the start of the winter season the customer will receive a five percent discount. If equipment/freight/cargo is pre-paid there will be no refunds if removed before May 31 (end of winter season).

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

STORAGE – GENERAL INFORMATION (Continued)

202

(e) **CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR DAILY STORAGE:**

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

STORAGE – FEES AND CHARGES

202

(f) **MINIMUM CHARGES:**

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

(g) **STORAGE RATES - OPEN AREAS:**

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

Vessels \$.30 per sq..ft. per week, no free time

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

STORAGE – FEES AND CHARGES (Continued)

202

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

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

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

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

WHARFAGE – GENERAL INFORMATION

203

(a) DEFINITION:

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

(b) TAXES:

No taxes are assessed on wharfage.

(c) APPLICATION:

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

(d) OVERSIDE:

All freight, cargo, or petroleum products, loaded, or discharged, over the side of a vessel directly to, or from, another vessel, barge, lighter, draft, or to, or from, the water while the vessel is berthed, or moored, will be assessed half the regular wharfage rate. **SECTION 2**

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

WHARFAGE – FEES AND CHARGES

203

(e) SCHEDULE OF CHARGES:

Charges are in U.S. Dollars.

| Commodity | Charge |
|---|--|
| Freight, or Cargo (Includes all goods, equipment, or merchandise conveyed in a vessel, barge, or marine vehicle) | <u>\$9.92</u> \$9.02 per short ton |
| *Through-Rated Freight, or Cargo | <u>\$12.41</u> \$11.28 per short ton |
| Hazardous Material | <u>\$9.92</u> \$9.02 per short ton plus \$25.00 for each container, flat, or pallet containing more than 800 lbs. of hazardous material as defined in the CFR 49 parts 100 to 185. Rolling stock will be exempt from the \$25.00 fee. The manifest for this type of cargo must indicate |

each consignee

| | | |
|---|------------------|--|
| Through-Rated Hazardous Material | <u>\$12.41</u> | \$11.28 per short ton plus \$50.00 per container. |
| Seafood | <u>\$9.92</u> | \$9.02 per short ton |
| Inbound Petroleum Products | _____ | \$0.04 per U.S. gallon |
| Inbound Petroleum Products Jan 1 st 2014 Effect: \$0.05 per U.S. gallon | | |
| All Types of Sand and Gravel less than 3 inches (-3") | <u>\$2.10</u> | \$2.00 per short ton |
| All types and Sizes of Rock greater than 3 inches(+3") | 9.92 | \$9.02 per short ton |
| All Types and Sizes of <u>Loose (un-banded, unsecure) Logs</u> Wharfage is \$0.30 per sqft. [Logs may not be stacked more than eight <u>feet</u> (8ft) high.] | | |
| <u>-All types of wood and sizes banded or secured.</u> <u>\$9.92per short ton</u> | | |

*Freight and/or cargo will not be considered Through-Rated unless a manifest is received 24-hours in advance with verifiable routing and clearly identifying where the freight and/or cargo's final destination is. If the freight and/or cargo is not removed from the Port of Bethel within thirty (30) calendar days, the Through-Rated designation will be voided and regular charges will be applied at the rate of \$9.92 ~~\$8.20~~ per short ton on and off any Port facility.

Freight already billed as through rated cargo, (\$12.41 per short ton), that has forfeited its through rated designation due to time restraints (30 days) will be charged the difference of \$9.92 ~~\$6.76~~ per short ton.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

WHARF DEMURRAGE

203

(f) DEFINITION:

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

(g) MINIMUM CHARGES:

Minimum charges are set forth in section 2 of this Tariff.

HANDLING – GENERAL INFORMATION**204****(a) DEFINITION:**

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

(b) SPILLAGE:

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

Port Office - (907)543-2310

Port Director - (907)545-4150

National Response Center - 1-800-424-8802

ADEC - (907)543-2315

USCG - (907)271-6700

(c) LINE HANDLING;

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

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

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

HANDLING – FEE AND CHARGES 204**(a) STEVEDORING PERMITS - THIRD PARTY CONTRACTORS:**

- (1) Full Service Permit: This permit enables the holder to unload and/or load common carriers, or contract vessels, and allows local carriers to deliver, or remove, freight/ cargo from designated areas under jurisdiction of the Port of Bethel. RATE: \$600.00.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

HANDLING – FEE AND CHARGES (Continued)

204

- (2) Specialty Permit: This permit allows the holder to engage in loading and unloading of ships, or barges. It also allows the holder to provide a specialty service. Holders of this permit will be subject to depart the City Dock during the period that mainline common carrier vessels have berthing reservations. RATE: \$450.00.
- (3) Independent Permit: An independent Permit allows only the loading and unloading of fish products to vessels not less than 150 feet in length overall (LOA). RATE: \$300.00.
- (4) Decals: Windshield decals will be issued by the Port of Bethel to permit holders without cost so that vehicles entering and leaving Port facilities are readily identifiable as belonging to valid permit holders. Decals will be displayed on the lower right hand side (passenger side of vehicle) of the windshield. Decals for 1-3 vehicles are free; 4-10 vehicles \$35.00 each vehicle; 10-20 vehicles \$45.00 for each vehicle.
- (5) Prospective Permit Holders: Prospective permit holders will be required to provide a listing of vehicles and equipment to be used under the auspices of the issued permit at the time of application. A new vehicle and equipment listing will be required each year during the application process.

LABOR

205

(a) LABOR RATES:

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

(b) SPECIFIC LABOR COST SERVICES:

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

- (1) Services of loading, unloading, handling, or transferring commodities not provided for by third party employers.
- (2) Services of extra sorting, inspection, cleaning, etc.
- (3) Materials and supplies furnished by the Port of Bethel in connection with services shall be billed at actual cost plus 18% for administrative costs.
- (4) When equipment is used in performance of services, the charge will not be less than the Tariff rate.

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

LABOR (Continue)

205

(c) SCHEDULE OF MAN-HOUR RATES:

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

(d) ELECTRIC SERVICES FOR VESSELS:

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

(e) FRESH WATER FOR VESSELS

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

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

NOTE: Rates are subject to change without notice!

(f) GRAY WATER SERVICES FOR VESSELS:

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

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

NOTE: Rates are subject to change without notice!

(g) REFUSE REMOVAL AND DISPOSAL CHARGES:

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

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

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

SECTION 2

DESCRIPTIONS AND SCHEDULE OF CHARGES

ITEM NO.

LABOR (Continue)

205

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

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

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

(h) USED OIL DISPOSAL:

The Port of Bethel and its facilities may accept used oil. Used oil is defined as engine oil that is unmixed with any other product, when prior arrangements are made with the Port Director, or the Harbormaster, the Port of Bethel can provide drums and hauling services at a cost of \$8.00 per gallon plus the cost of the containers, or any other expenses that may arise in disposing of used oil. Payment for this service will be made directly to the Port of Bethel.

(i) SOLID AND LIQUID WASTE MATERIALS:

No solid or liquid waste products shall be disposed of on, or at, Port of Bethel facilities without prior authorization of the Port Director, or Harbormaster. Solid and liquid waste will only be accepted if placed in non-flammable and leak-proof containers. The fee for providing these services shall be the basic rate for Port of Bethel labor of \$105.00 per man-hour per person plus any additional costs that may be incurred with this operation. Only non-hazardous material will be accepted.

VESSEL OVERHAUL

206

REPAIRS AND MAINTENANCE:

When work is performed on tugboats, barges, or other types of maritime craft while they are in temporary storage on the City Dock, or on Beach #1, or any Port Facility, the area where the work is being performed must be cleaned up at the end of each working day. Failure to clean up after the work is performed could result in the owner/operator being assessed a clean-up fee plus being denied future temporary storage privileges. Tarpaulins, or some form of heavy-duty material must be placed under the section of the hull being scraped, or worked on, so as to preclude all of the residue being left on the land where the craft is located. Owner/operators shall be responsible for disposal of any debris, or residue, and for restoring the ground base to original condition when work is completed.



City of Bethel

Committees and Commissions

Recommendation to City Council

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

| | |
|--|-----------------------------------|
| Committee/Commission: Port Commission | Chairman: Alan Murphy |
| Date Submitted: 2/16/16 | Council Rep: Alishia Welch |
| | |
| <i>Issue:</i> Terminal Tariff #4 Wharfage Rates. | |
| <i>Recommendation:</i> The Port Commission, by unanimous consent (4-0), recommends to adopt the changes to the rules and regulations and to raise the wharfage rate in Terminal Tariff #4 from \$9.02 per ton to \$9.92 per ton with an effective date of May 1 st , 2016. | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Other: _____

Received by: _____
Date: _____



Service and Monitoring Agreement **Northern Power® Wind Turbine**

This Service Agreement (this "Agreement") is made as of _____, 20____, by and between _____ and Northern Power Systems, Inc. ("Northern Power") with respect to monitoring, maintenance and repair of the Northern Power wind turbine(s) (the "Turbines") designated by serial number on the attached Order Form (the "Service Order").

1. Covered Services; Additional Services

1.1 End-User hereby engages Northern Power to provide, and Northern Power hereby agrees to provide the services (the "Services") specified on the Service Order attached hereto in accordance with the terms and conditions of this Agreement and consistent with Section 8 of the Northern Power Operations & Maintenance Manual for the Turbines (the "O&M Manual"). Northern Power's current service and maintenance offerings are set forth on the Service and Monitoring Agreement Rate Sheet attached hereto (the "Rate Sheet"). Northern Power may change the offerings and prices on the Rate Sheet from time to time, provided that no such changes shall affect an existing Service Order between End-User and Northern Power.

1.2 End-User may purchase additional services under this Agreement by making such a request to the Northern Power Service Department detailing the nature and type of services required, the dates for the services to be delivered, and the primary End-User contact. Northern Power will provide the End-User with a Service Order in a timely fashion that details the scope of services, the scheduled services dates, and the fee and expenses for such services. Northern Power will only provide such services once the Service Order has been prepared and approved by the End-User.

2. Provision of Services

2.1 In the provision of these services, End-User and Northern Power agree on the following terms and conditions:

- (a) Northern Power will provide the services in accordance with the maintenance schedule for each Turbine which may be revised in the normal course of business based on the Turbine's maintenance standards and fleet maintenance history.
- (b) End-User shall at all times observe the guidance provided in this Agreement and O&M Manual and updates, thereto provided by Northern Power.
- (c) End-User recognizes that Northern Power may make Turbine control system and software modifications as part of providing Services. Northern Power also agrees to use commercially reasonable efforts to provide the End-User notice of software upgrades, through email notification, which the End-User may choose to purchase.
- (d) End-User agrees to provide Northern Power prompt unencumbered access to site power and facilities where the Turbine is located for purposes of providing the Services; including arranging all necessary permissions, permits and/or approvals required on a timely basis to facilitate site visits.
- (e) End-User agrees to provide a contact person and relevant contact information to Northern Power for purposes of maintaining updated product and service information as well as for coordinating services hereunder; End-User agrees to keep such information current and up to date.

Signatory initials _____

- (f) This Service Agreement shall remain valid pending normal operation of the Turbine on a continuous basis in accordance with the guidelines as defined in the O&M Manual.
- (g) End-User recognizes that for safety reasons the Turbine will need to be shut off during service. Maintenance will occur during normal business hours Monday through Friday. Other service times are subject to published rates per Northern Power's then-current Rate Sheet.
- (h) Services will be provided only if Northern Power determines that the Turbine is safe to service and that the End-User represents that to its knowledge there are no prevailing safety issues that would prevent the Turbine from being serviced by Northern Power or its designee.
- (i) Prior to execution of this Agreement, the End-User will acknowledge its compliance with the O&M Manual and Northern Power or its designee may ask End-User for a Safety Declaration prior to the performance of the services. If such declaration is not furnished, Northern Power will investigate the performance history of the turbine and make a judgment on the "serviceability" of the turbine. Northern Power will promptly notify the End-User of the issues that need to be addressed and reach agreement on a plan to proceed.

3. Safety. END-USER ACKNOWLEDGES THAT, AS WITH ANY SOPHISTICATED INDUSTRIAL MACHINERY, THE TURBINE MAY BE UNSAFE OR EVEN DANGEROUS IF NOT OPERATED WITH DUE CARE AND CONSISTENT WITH THE OPERATIONS AND MAINTENANCE MANUAL PROVIDED BY NORTHERN POWER. UNSAFE OPERATION OF THE TURBINE – INCLUDING BY PROVIDING ACCESS THERETO TO PERSONS OTHER THAN QUALIFIED SERVICE AND MAINTENANCE PROFESSIONALS -- MAY CREATE CIRCUMSTANCES THAT COULD CAUSE SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. OPERATION OF THE TURBINE OTHER THAN IN STRICT AND FULL COMPLIANCE WITH O&M MATERIALS PROVIDED BY NORTHERN POWER WILL LIMIT OR ELIMINATE THE OPERABILITY OF THE TURBINE AND SHALL VOID THE LIMITED WARRANTY. END-USER ACKNOWLEDGES THAT IT IS END-USER'S SOLE RESPONSIBILITY TO ENSURE SAFE OPERATION OF THE TURBINE.

4. Turbine Monitoring.

4.1 If End-User opts for SmartView 24X7 Monitoring, End-User grants Northern Power unconditional access to all information relating to the operation of the Turbine, including electronic access via SmartView to enable Northern Power to provide continuous monitoring of Turbine operation and performance and access to SmartView hardware at the site where the Turbine is located.

4.2 End-User agrees to provide real time Internet access only to Northern Power or Northern Power's designated agent. Northern Power agrees to provide monitoring of the operation and performance of the Turbine through its Network Operations Center, using SmartView or other software data collection and analysis..

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

5.1 End-User expressly recognizes that (i) the software and/or firmware associated with the SmartView remote monitoring system and related user manuals (the "SmartView Software"), (ii)

Signatory initials _____



the software and/or firmware associated with the direct drive generator and the power converter and related user manuals (the “Turbine Control” and “Power Electronics Software”) used with or included in the Turbine, and (iii) the design of Turbine, including the direct drive generator and the power converter, embody and constitute confidential and proprietary information of Northern Power (“Confidential Information”). Such direct drive generator and power converter, excluding the Turbine Control and Power Electronics Software, are collectively referred to herein as the “Power System.” End-User shall not tamper with, disassemble, modify, or reverse engineer any part of the Power System, either supplied by Northern Power as part of a system or as a separate item, nor shall End-User disassemble, reverse compile or reverse engineer any SmartView Software or Turbine Control and Power Electronics Software. End-User acknowledges that the disclosure by End-User of Confidential Information may cause irreparable injury to Northern Power and damages that may be difficult to ascertain. **IN THE EVENT OF THE ACTUAL OR THREATENED DISCLOSURE OF CONFIDENTIAL INFORMATION, NORTHERN POWER SHALL, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AND NOTWITHSTANDING SECTION 17 OF THIS AGREEMENT, BE ENTITLED TO INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION TO PROTECT AND RECOVER THE CONFIDENTIAL INFORMATION; NORTHERN POWER RESERVES ALL RIGHTS TO PURSUE AND OBTAIN APPROPRIATE LEGAL AND EQUITABLE REMEDIES FOR ANY VIOLATION OF THIS SECTION 5,** End-User shall not object to the entry of an injunction or other equitable relief against End-User on the basis of an adequate remedy at law, lack of irreparable harm or any other reason.

5.2 Northern Power shall not be required to provide End-User with maintenance, support or updates regarding the Power System and Turbine Control and Power Electronics Software unless End-User opts to purchase RTU Maintenance and TSW Updates as indicated in the Rate Sheet.

5.3 End-User acknowledges that the SmartView Software is not intended to be used as billing software or to otherwise calculate charges or credits for electricity generated by the Turbine. End-User acknowledges that Northern Power has an absolute and unconditional right to monitor the performance of any Turbine, including via SmartView monitoring, and expressly and irrevocably confirms here its permission for Northern Power to do so. End-User acknowledges connectivity to the Internet must be maintained at its expense for any and all monitoring services. Maintaining Internet connectivity is exclusive of temporary power outages beyond the control of the End-User.

5.4 Except for limited usage rights in connection with End-User’s operation of the Turbine, this Agreement does not grant to End-User any right, title, or interest in or to Northern Power’s intellectual property, other proprietary rights or other information, including, but not limited to, Northern Power’s name, trademarks, trade names, trade dress, trade symbols, copyrights, patents, patent applications, inventions, trade secrets, customer lists, product names or designations, processes, designs, or formulas.

5.5 This Section 5 shall survive the termination of this Agreement.

6. ON-SITE ACTIVITY.

The following conditions shall apply to any on-site Services provided by Northern Power:

6.1 End-User shall provide such assistance as Northern Power may reasonably require to facilitate timely performance of this Agreement. End-User is responsible for support and facilitation by End-User of Northern Power’s performance of this Agreement. If Northern Power is unable to perform through no fault of its own or as a result of End-User’s failure to cooperate or provide assistance, Northern Power shall be excused from performance. In such event, Northern Power may, at its option, terminate this Agreement or continue to perform to the extent possible, and shall

Signatory initials _____

be entitled to an equitable adjustment in purchase price and/or schedule. End-User assistance shall be free of charge to Northern Power and shall include but not be limited to:

- (a) End-User shall provide reasonable security and protection for all persons, property and equipment employed or used by Northern Power.
- (b) End-User shall make available to Northern Power the use of any required utilities, including electrical power, transport and water.
- (c) End-User shall assist Northern Power to obtain access to all necessary roads, railways, pumping stations, power lines, pipelines, canals, and the like.
- (d) End-User shall obtain any permits, licenses, or authorizations necessary to perform this Agreement.

7. Payments:

7.1 All prices in the Rate Sheet are in U.S. dollars. Prices do not include any taxes (sales and use, VAT or other), tariffs, import or export duties, shipping, delivery, set fees, which are all payable by the End-User unless specifically listed otherwise. End-User shall pay any and all taxes and charges or provide Northern Power with acceptable exemption certificates before execution of this Agreement and payment of any amounts hereunder.

7.2 End-User shall make all payments, in U.S. (dollars) currency, either:

- a) U.S. Customers please remit payment via electronic funds transfer to:

Comerica Bank
San Jose, CA 95110
ABA/Routing: 121 137 522
Swift Code: MNBDUS33
Credit Account Name: Northern Power Systems, Inc.
Final Credit Acct No: 1894469616
Currency: USD

Domestic Remit Address for Check Payments:

Northern Power Systems, Inc.
PO BOX 674519
Detroit, MI 48267-4519

- b) Non-U.S. Customers please remit payment via electronic funds transfer to

Comerica Bank
San Jose, CA 95110
ABA/Routing: 121 137 522
Swift Code: MNBDUS33
Credit Account Name: Northern Power Systems, Inc.
Final Credit Acct No: 1894469608
Currency: USD

7.3 End-User represents and warrants that it has the financial ability to fully perform its obligations under this Agreement. End-User has obtained any commitments, consents or

Signatory initials _____

approvals from third parties necessary for End-User to perform hereunder, and such commitments, consents or approvals are binding and non-discretionary. End-User's performance of its obligations hereunder will not violate any agreement or instrument to which End-User is a party or by which its properties are bound.

7.4 End-User shall make all payments due to Northern Power hereunder without deduction, set-off or counterclaim.

7.5 Unscheduled work or events: To be paid within 30 days of service.

8. Term and Termination

8.1 This Agreement will become effective on the date hereof and will remain in effect for the duration of the period specified on the Service Order. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice as long as no Service Order is in effect at such time.

8.2 Termination.

(a) Upon the failure of either party to remedy a material breach of any of its obligations under this Agreement within 30 days following receipt of written notice of said breach, the other party may terminate this Agreement immediately by written notice and pursue all available remedies for breach.

(b) Either party may terminate this Agreement immediately upon written notice to the other party in the event that (i) the other party is declared insolvent or bankrupt by a court of competent jurisdiction, (ii) the other party becomes involved in a voluntary or involuntary bankruptcy or other insolvency petition or proceeding for the benefit of its creditors, or (iii) this Agreement is assigned by such party for the benefit of creditors.

9. Limitation of Liability

9.1 NORTHERN POWER SHALL NOT BE LIABLE TO END-USER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COSTS OF COVER, LOSS OF REVENUE, LOSS OF PRODUCTION, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER NORTHERN POWER WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 EXCEPT IN CASES OF INJURY TO PERSONS OR PROPERTY CAUSED BY NORTHERN POWER'S NEGLIGENT ACTS OR OMISSIONS, IN NO EVENT WILL THE TOTAL LIABILITY OF NORTHERN POWER ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO NORTHERN POWER FOR SERVICES UNDER THIS AGREEMENT WITH REGARD TO THE TURBINE(S) WITH RESPECT TO WHICH A CLAIM AROSE. THIS LIMITATION OF THE TOTAL LIABILITY OF NORTHERN POWER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION OR OTHERWISE.

10. Dispute Resolution.

10.1 Any controversy, dispute or claim between the Parties not settled by mutual agreement (a "Dispute") shall be governed by and construed in accordance with the laws of Vermont. Each Party hereby submits to the exclusive jurisdiction of the state or federal courts located in Vermont for

Signatory initials _____



purposes of any action relating to the interpretation or enforcement of the provisions of this Agreement, and agrees that any legal proceedings arising under or pursuant to this agreement shall be conducted in such state.

11. General Provisions.

11.1 No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under this Agreement. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision.

11.2 Northern Power is an independent contractor. End-User and Northern Power are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other.

11.3 The rights and liabilities of the parties under this Agreement are governed in all respects by the laws of the State of Vermont, without reference to or application of its conflicts of law provisions.

11.4 This Agreement may not be amended, modified or altered except in writing signed by both Parties. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.5 Any preprinted terms and conditions contained in any Service Order or other similar document shall be null and void and have no force in modifying the terms of this Service Agreement.

11.6 Any correspondence relating hereto shall be directed to the address indicated for the respective parties on the signature page of this Agreement.

11.7 End-User may not assign its rights and obligations hereunder without the prior written consent of Northern Power, which will be in Northern Power's sole discretion but not to be unreasonably withheld. Northern Power may freely assign its rights hereunder to a service provider authorized by Northern Power. The rights and obligations under this Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

11.8 This Agreement may be executed by the Parties in counterparts, including counterparts executed and delivered via facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatory initials_____



IN WITNESS WHEREOF, the Parties have caused this Extended Service and Monitoring Agreement to be executed by their duly authorized representatives as of the date first written above.

Northern Power Systems, Inc.

[End User Entity]

By: _____
Signature

By: _____
Signature

Name _____
Print/Type

Name _____
Print/Type

Title _____
Print/Type

Title _____
Print/Type

Date _____

Date _____

End User Address for Notices:

Attention:

Phone: (----) -----

Fax: (----) -----

Service and Maintenance Agreement Order Form:

Turbine Serial Number(s): _____

Service Program Type: _____

Term of service: _____ Commencing on (date): _____

Price per term: \$0 Total Contract Price: \$ _____

Annual Maintenance to be performed on:

Signatory initials _____

Service and Monitoring Agreement Rate Sheet:

Description of Services, Turbines no longer under Warranty:

SmartView® Monitoring: NPS 24x7 turbine monitoring option ensures that your turbine is being watched for conditions that cause shutdown of the turbine. Monitoring includes both analyzing and clearing faults that can be safely reset, and notification of conditions that require intervention. This service is included when you have an active warranty agreement. However, when your warranty expires we no longer monitor your turbine unless a new monitoring agreement is in place.

Remote Terminal Unit (RTU) Maintenance and Turbine Software (SW) updates: This service ensures you are up-to-date with the best turbine software for your application, designed to maximize availability, performance, and safety. In addition, should your RTU have a component failure, Northern will cover the cost of a replacement RTU for only the cost of shipping. This service is also covered for those on standard or extended warranty.

Remote/phone support: Designed to go hand-in-hand with onsite basic training, we provide remote phone support for the duration of the agreement at a fixed cost. When a turbine is down for whatever reason, we can provide live support while your designated in-house Operations & Maintenance, Site engineer or delegate of your choice works to resolve any issues.

Full Coverage: For those end-users without staff suitable for working on your turbine, our full service maintenance package ensures annual maintenance is performed by a certified NPS service provider for a fixed annual cost. This option comes with the added benefit of a 20% parts discount for parts required to fix the turbine outside of the regularly scheduled annual maintenance cycle.

Preventive maintenance: For those end-users without staff suitable for working on your turbine, our preventive maintenance package ensures annual maintenance is performed by a certified NPS service provider for a fixed annual cost. (Price quote available upon request)

Onsite Basic Training: For larger facilities with technically capable full time maintenance staff, we offer one-time on-site basic training for 3-8 participants that includes instruction on how to replace the majority of components in the turbine as well as how to self-perform annual maintenance. If you or your staff are qualified industrial climbers, this training can help customers improve profitability by reducing the labor cost of maintenance and on-site troubleshooting. (Price quote available upon request)

Description of Services, Turbines under Warranty:

Preventative Maintenance Package: As part of the standard and/or extended NPS warranty the following are automatically included in the Preventative Maintenance Package: SmartView 24x7 Monitoring & Reporting, Maintenance and Turbine SW updates, Remote/Phone Support. The Preventative Maintenance Package adds all annual scheduled maintenance for the contract period. The addition of a PM Package to an optional 3 Yr. extended warranty purchased as part of the original turbine sale provides the maximum value and protection to turbine performance.

Signatory initials _____

| 2015 |  | Post Warranty Service Support | | | Preventive maintenance for turbines still under Warranty |
|--|---|-------------------------------|--------------|---------------|--|
| | | RTU support & TSW updates | Self Support | Full Coverage | |
| Support Options | Smartview 24x 7 Monitoring and fault notification | √ | √ | √ | ○ |
| | RTU Manintenance and Turbine SW updates | √ | √ | √ | ○ |
| | Remote phone support | | √ | √ | ○ |
| | Preventive Maintenance | | | √ | √ |
| Price Breakout | Annual Price | \$2,400 | \$3,200 | \$6,700 | \$4,200 |
| | 3 yr discount | ~25% | ~25% | ~13% | ~10% |
| | Price of 3 yr contract | \$5,400 | \$7,200 | \$17,500 | \$11,000 |
| | 5 yr discount | ~32% | ~34% | ~20% | ~19% |
| | Price of 5 yr contract | \$8,100 | \$10,500 | \$26,500 | \$17,500 |
| <p>*Full Coverage includes an applied 20% discount to all Northern Power supplied parts and unscheduled (non-maintenance) labor according to the prevailing Commercial Rates Schedule. The 20% discount does not apply to freight, expenses and any services rendered by other vendors, contractors, or third-party service providers.</p> | | | | | |

All Services Pricing subject to change

- (1) All unscheduled maintenance contracted to Northern Power Systems will be billed at rates according to the prevailing Commercial Rate Schedule.
- (2) Phone support is only available for qualified trained L1 technicians during business hours (7:00 AM to 5:00 PM EST Monday-Friday). Remote phone support for end-users without an existing agreement will be billed at the engineering rate according to the prevailing Commercial Rate Schedule.
- (3) Onsite training pricing is available for the self-support program based location and the number students. T&E not included.

Cost Items Specifically Excluded from the Maintenance Schedule:

- Utilities to support operation of the Turbine (including isolation transformer)
- Telephone/DSL or internet access services
- End-User requested maintenance not part of the annual maintenance schedule
- Any travel that is more than 200 Miles from NPS service provider are the responsibility of the End-User
- Parts and services related to non-maintenance service and or repairs will be billed per the approved Service Order

Other vendors, contractors or providers of services (such as cranes or lifts) necessary to complete unplanned maintenance and repairs will be at the End-User's expense. It is understood that Northern Power is providing service technician(s), diagnostic equipment and hand tools only.

Signatory initials _____

New Business

Introduced by: Acting City Manager Williams
Date: March 8, 2016
Public Hearing: March 22, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #16-05

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 MARCH 2016, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

City of Bethel
Fees and Charges

GENERAL SERVICES

| | |
|---|---|
| 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 |
| (For documents over 5 pages in length, add \$0.25 per page) | |
| 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 US Department of State Fee |
| 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/Protest/Contract Dispute fees, | 150.00 |

CODE ENFORCEMENT

| | |
|-------------------------------------|----------|
| Vehicle Removal, (per vehicle)..... | \$200.00 |
| Impound fee, first day | 25.00 |
| Each day after | 20.00 |

POLICE DEPARTMENT

Vehicles and Traffic

| | |
|---|----------|
| Towing or initial impoundment (4-Wheeler/ ATV/Snowmachine)..... | \$100.00 |
|---|----------|

Storage per day (4-Wheeler/ ATV/Snowmachine) 10.00

Animal Control

Animal License (AVID Chip) onetime fee..... 20.00

Animal Adoption (includes license) 25.00

Destruction of Animal (euthanization)..... 30.00

Impound fee, first day..... 25.00

Each day after 20.00

Rabies vaccination No charge

Quarantine (10 days) per day 15.00

Chauffeur/Taxi Permits

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

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 Testing35.00

Protective Custody

If paid within 30 days.....\$150.00

After 30 days..... 175.00

Copying Fee

First 3 pages (Reports/Other) \$5.00

Additional pages..... 0.25 per page

Miscellaneous

Fingerprints (by appointment only-when available) \$25.00/per card

Civil Process Service..... 45.00

Records Fees

CD (per)..... 15.00

Searches, if over five hours (per hour)

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.

FIRE DEPARTMENT

Basic Life Support ambulance services.....\$350.00

Advanced Life Support ambulance services..... 450.00

Fire Incident Report 25.00

Ambulance Run Report..... 25.00

MAPS

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 FEES

Site plan, infill/moving of single family residence \$25.00
 A \$500.00 fine if infill/moving of residence without site plan application:
 Contractor/Owner Responsibility

Site plan, residential single family new\$25.00
 A \$500.00 fine if developments of a new residence without site plan application Owner
 responsibility

Site plan residential duplex100.00
 A \$500.00 fine if developments of a new residential duplex without site plan application
 Owner responsibility

Site plan residential triplex200.00
 A \$1000.00 fine if developments of a new residential triplex without site plan application
 Owner responsibility

Site Plan, infill Commercial 100.00
 A fine of \$1000.00 if infill is done without site plan application: Developers
 Responsibility

Site Plan, Demolition of Building either residential or commercial 100.00
 A fine of \$1000.00 for torn down

Site plan, commercial, major (New Development or existing site improvement)

- A. A. Site plan Application Commercial: The application fee for a commercial, industrial or other non residential development shall be \$600 for the first \$100,000 of the total construction costs, plus an additional fee one half of one percent for the portion over \$100,000 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 . Institutional (Hospital, Educational and Governmental) will be assessed a flat fee of \$600 for the total cost of the construction.

A. 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. 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.

| | |
|---|-----------------------------|
| Variance..... | \$200.00 |
| Vacation..... | \$300.00 |
| Conditional uses-permit | \$200.00 |
| Re-plat, short subdivision, abbreviated plat, supplemental plat, waiver, floodplain land use..... | \$100.0 plus recording fees |
| Preliminary subdivision plat..... | \$300.00 |
| | plus \$15.00/lot |
| Final Subdivision plat..... | \$300.00 |

| | |
|---|---------------------|
| | plus recording fees |
| Site plan submitted after work has begun..... | \$300.00 |
| Utility Permit | \$400.00 |
| Platting Waiver | \$100.00 |
| Appeal..... | \$100.00 |

MAPS

| | |
|--|-------------------------------|
| 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 maps-plats..... | \$50.00 first sheets |
| | \$25.00 each additional sheet |
| Land Status Map | \$30.00 |
| Street Map (Addresses) | \$50.00 |
| Comprehensive Plan on CD (<i>also available at no cost on City website</i>)..... | \$25.00 |

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. 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

| | |
|---|----------|
| Junk Vehicles Removal, per vehicle | \$200.00 |
| Impound fee, first day | 25.00 |
| Each day after | 20.00 |
| Removal of non-vehicles junk/honey buckets (percentage of cost of removal) | 100% |
| 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. | |

PARKS AND RECREATION

~~Bethel 4-H Youth Center~~

** Center Fees can be waived by department policy.*

| | |
|---|---------|
| Monthly youth participant fee (grades K-12-6)..... | \$40.00 |
| Annual fee offered Aug to Nov PFD Special participant fee (grades K to 126).... | 240.00 |
| Annual Teen participant fee (grades 7-12)..... | 20.00 |
| Drop in fee (per day) (grades K-12) | 5.00 |
| Adult per day fee..... | 5.00 |

~~(The Bethel Youth Center is open to adults during open hours that there are no scheduled youth programs)~~

~~Youth Center Rental:~~

| | |
|------------------------------------|----------|
| Cleaning Deposit (refundable)..... | \$200.00 |
| Full Day (8+ hrs)..... | 225.00 |
| Half Day (4 or less hrs)..... | 115.00 |

~~Non-profit Organization Rental Costs:~~

| | |
|------------------------------------|--------|
| Cleaning Deposit (refundable)..... | 200.00 |
|------------------------------------|--------|

| | |
|---|--------|
| Full Day (8+ hrs)..... | 200.00 |
| Half Day (4 or less hours)..... | 100.00 |
| Staff Time, per hour, per staff member with rental..... | 45.00 |

Log Cabin Rental:

| | |
|--|----------|
| 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 rental cost, Cleaning Deposit (refundable)..... | \$200.00 |
| Main Room full day | 50.00 |
| Kitchen and Main Room..... | 75.00 |

**Bethel Youth Center Fees can be waived by department policy.*

PORT AND HARBOR

| | |
|--|------------------------------------|
| <u>Seasonal Moorage for Floats.....</u> | <u>\$48 plus \$12 per foot LOA</u> |
| <u>Small Boart Harbor Use Permit.....</u> | <u>\$30.00</u> |
| <u>Small Boat Harbor Use Permit (for Vessel Moored more than Four Days).....</u> | <u>\$60.00</u> |

Other fees are in accordance with the most recently adopted tariff rates. Verify with Bethel Port Office.

PUBLIC WORKS

| | |
|--|----------|
| 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. Verify with Bethel City Finance Office.

Garbage & Landfill Rates

| | |
|---|----------|
| 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 |

Introduced by: Manager Capela
 Introduction Date: March 8, 2016
 Public Hearing:

Action:
 Vote:

CITY OF BETHEL, ALASKA
ORDINANCE # 15-14 (e)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2016 Budget

Be it Enacted by the Bethel City Council that the FY 2016 Annual Budget be amended as follows:

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2016, July 1, 2015 to June 30, 2016.

GENERAL FUND (10)

Budget Modification

Changes to General Fund

| Increases | | |
|------------------|--|---------------|
| 10-53-501 | Salaries - Finance | 12,953 |
| 10-53-511 | Medicare - Finance | 188 |
| 10-53-518 | PERS - Finance | 2,850 |
| | | |
| | Total Increases | 15,990 |
| Decreases | | |
| | | |
| | | |
| | | |
| | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | 15,990 |

Budget Modification

Changes to General Fund

| Increases | | |
|------------------|--|--------------|
| 10-54-501 | Salaries - Planning | 5,469 |
| 10-54-511 | Medicare - Planning | 79 |
| 10-54-518 | PERS - Planning | 1,203 |
| | | |
| | Total Increases | 6,751 |
| Decreases | | |
| | | |
| | | |
| | | |
| | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | 6,751 |

Budget Modification

Changes to General Fund

| Increases | | |
|------------------|-----------------|--------------|
| 10-55-501 | Salaries - IT | 6,279 |
| 10-55-511 | Medicare - IT | 91 |
| 10-55-518 | PERS - IT | 1,381 |
| | | |
| | Total Increases | 7,751 |
| Decreases | | |
| | | |
| | | |
| | | |

| | | | |
|--------------|--|-----------------|--------------|
| | | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | | 7,751 |

Budget Modification

Changes to General Fund

| | | | |
|--------------|--|-----------------|---------------|
| | Increases | | |
| 10-60-501 | Salaries - Fire | | 12,045 |
| 10-60-511 | Medicare - Fire | | 175 |
| 10-60-518 | PERS - Fire | | 2,650 |
| | | | |
| | | Total Increases | 14,870 |
| | Decreases | | |
| | | | |
| | | | |
| | | | |
| | | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | | 14,870 |

Budget Modification

Changes to General Fund

| | | | |
|--------------|--|-----------------|---------------|
| | Increases | | |
| 10-61-501 | Salaries - Police | | 25,211 |
| 10-61-511 | Medicare - Police | | 366 |
| 10-61-518 | PERS - Police | | 5,546 |
| | | | |
| | | Total Increases | 31,123 |
| | Decreases | | |
| | | | |
| | | | |
| | | | |
| | | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | | 31,123 |

Budget Modification

Changes to General Fund

| | | | |
|--------------|--|-----------------|--------------|
| | Increases | | |
| 10-65-501 | Salaries - PW Administration | | 2,151 |
| 10-65-511 | Medicare - PW Administration | | 31 |
| 10-65-518 | PERS - PW Administration | | 473 |
| | | | |
| | | Total Increases | 2,655 |
| | Decreases | | |
| | | | |
| | | | |
| | | | |
| | | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | | 2,655 |

Budget Modification

Changes to General Fund

| | | | |
|-----------|-------------------------------|-----------------|--------------|
| | Increases | | |
| 10-71-501 | Salaries - Parks & Recreation | | 4,369 |
| 10-71-511 | Medicare - Parks & Recreation | | 63 |
| 10-71-518 | PERS - Parks & Recreation | | 961 |
| | | | |
| | | Total Increases | 5,394 |
| | Decreases | | |
| | | | |
| | | | |
| | | | |

| | | | |
|--------------|--|-----------------|--------------|
| | | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | | 5,394 |

Budget Modification

Changes to General Fund

| | | | |
|--------------|--|-----------------|--------------|
| | Increases | | |
| 10-70-501 | Salaries - Property Maint. | | 4,450 |
| 10-70-511 | Medicare - Property Maint. | | 65 |
| 10-70-518 | PERS - Property Maint. | | 979 |
| | | Total Increases | 5,494 |
| | Decreases | | |
| | | | |
| | | | |
| | | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | | 5,494 |

Budget Modification

Changes to General Fund

| | | | |
|--------------|--|-----------------|--------------|
| | Increases | | |
| 10-66-501 | Salaries - Streets & Roads | | 5,869 |
| 10-66-511 | Medicare - Streets & Roads | | 85 |
| 10-66-518 | PERS - Streets & Roads | | 1,291 |
| | | Total Increases | 7,245 |
| | Decreases | | |
| | | | |
| | | | |
| | | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | | 7,245 |

Budget Modification

Changes to General Fund In-Kind & Transfer

| | | | |
|--------------|--|-----------------|---------------|
| | Increases | | |
| 10-73-653 | Cash Transfer to Water/Sewer Enterprise Fund | | 37,856 |
| | | Total Increases | 37,856 |
| | Decreases | | |
| | | | |
| | | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Expenditures | | 37,856 |

Budget Modification

Changes to General Fund Revenues

| | | | |
|--------------|--|-----------------|----------------|
| | Increases | | |
| 10-46-490 | XFERS IN FROM OTHER FUNDS | | 199,889 |
| | | Total Increases | 199,889 |
| | Decreases | | |
| | | | |
| | | Total Decreases | 0 |
| TOTAL | Net Change to General Fund Revenues | | 199,889 |

| | | | |
|--|--|-----------------|----------------|
| | TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS | | |
| | | Total Increases | 135,130 |
| | | Total Decreases | 0 |
| | Cumulative Change to General Fund | | 135,130 |

| | | | |
|--|---|-----------------|----------------|
| | TOTAL CHANGE TO GENERAL FUND REVENUES | | |
| | | Total Increases | 199,889 |
| | | Total Decreases | 0 |
| | Cumulative Change to General Fund REVENUES | | 199,889 |

| | | | |
|--|--|--|--|
| | TOTAL CHANGE TO GF FUND BALANCE | | |
|--|--|--|--|

| | | |
|--|--|---------------|
| | Change to General Fund Revenues | 199,889 |
| | Change to General Fund Appropriations | 135,130 |
| | Cumulative Increase/Decrease to GF Fund Balance | 64,759 |

Special Revenue WIND Turbine PROJECT Fund (38)

Budget Modification

Changes to Wind Turbine

| | | |
|--------------|---|----------------|
| | Increases | |
| 38-46-990 | Operating Transfer Oout | 199,889 |
| | | |
| | Total Increases | 199,889 |
| | Decreases | |
| | | |
| | | |
| | Total Decreases | 0 |
| TOTAL | Net Change to Wind Turbine Project Transfers | 199,889 |

| | | |
|--|--|----------------|
| | TOTAL CHANGE TO Operating Transfers | |
| | Total Increases | 199,889 |
| | Total Decreases | 0 |
| | Cumulative Change to Wind Turbine | 199,889 |

| | | |
|--|--|------------------|
| | TOTAL CHANGE TO FUND BALANCE | |
| | Change to General Fund Revenues | 0 |
| | Change to General Fund Appropriations | 199,889 |
| | Cumulative Increase/Decrease to Wind Trubine Project Fund Balance | (199,889) |

E-911 FUND (41)

Budget Modification

Changes to E-911

| | | |
|--------------|-------------------------------------|--------------|
| | Increases | |
| 41-50-501 | Salaries - E911 | 2,151 |
| 41-50-511 | Medicare - E911 | 31 |
| 41-50-518 | PERS - E911 | 473 |
| | | |
| | Total Increases | 2,655 |
| | Decreases | |
| | | |
| | | |
| | Total Decreases | 0 |
| TOTAL | Net Change to E-911 Expenses | 2,655 |

| | | |
|--|---|--------------|
| | TOTAL CHANGE TO E-911 APPROPRIATIONS | |
| | Total Increases | 2,655 |
| | Total Decreases | 0 |
| | Cumulative Change to E-911 Revenues | 2,655 |

| | | |
|--|---|----------------|
| | TOTAL CHANGE TO E-911 FUND BALANCE | |
| | Change to General Fund Revenues | 0 |
| | Change to General Fund Appropriations | 2,655 |
| | Cumulative Increase/Decrease to E-911 Fund Balance | (2,655) |

Water Sewer Fund (51)

Budget Modification

Changes to Water Sewer Fund

| | | |
|-----------|----------------------------|-------|
| | Increases | |
| 51-80-501 | Salaries - Utility Billing | 1,179 |
| 51-80-511 | Medicare - Utility Billing | 17 |
| 51-80-518 | PERS - Utility Billing | 259 |
| 51-81-501 | Salaries - Hauled Water | 9,272 |
| 51-81-511 | Medicare - Hauled Water | 134 |
| 51-81-518 | PERS - Hauled Water | 2,040 |

| | | |
|--|--|----------------|
| | Change to General Fund Appropriations | 7,947 |
| | Cumulative Increase/Decrease to Port Fund Balance | (7,947) |

Solid Waste Fund (50)

Budget Modification

Changes to Solid Waste

| Increases | | |
|------------------|----------------------------------|--------------|
| 50-70-501 | Salaries - Solid Waste | 1,368 |
| 50-70-511 | Medicare - Solid Waste | 20 |
| 50-70-518 | PERS - Solid Waste | 301 |
| 50-71-501 | Salaries - Solid Waste | 1,741 |
| 50-71-511 | Medicare - Solid Waste | 25 |
| 50-71-518 | PERS - Solid Waste | 383 |
| | | |
| | Total Increases | 3,838 |
| Decreases | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total Decreases | 0 |
| TOTAL | Net Change to Solid Waste | 3,838 |

| TOTAL CHANGE TO Solid Waste APPROPRIATIONS | | |
|---|---|--------------|
| | Total Increases | 3,838 |
| | Total Decreases | 0 |
| | Cumulative Change to Solid Waste | 3,838 |

| TOTAL CHANGE TO Solid Waste FUND BALANCE | | |
|---|---|----------------|
| | Change to Solid Waste Revenues | 0 |
| | Change to Solid Waste Appropriations | 3,838 |
| | Cumulative Increase/Decrease to Solid Waste Fund Balance | (3,838) |

Fleet Replacement Fund (58)

Budget Modification

Changes to Fleet Replacement

| Increases | | |
|------------------|---------------------------|---------------|
| 58-50-698 | Port Vehicles | 25,225 |
| | | |
| | Total Increases | 25,225 |
| Decreases | | |
| | | |
| | | |
| | Total Decreases | 0 |
| TOTAL | Net Change to Port | 25,225 |

| TOTAL CHANGE TO Fleet Replacement REVENUES | | |
|---|--|---------------|
| 58-43-411 | Insurance Proceeds | 25,225 |
| | | |
| | Total Increases | 25,225 |
| | Total Decreases | - |
| | Cumulative Change Fleet Replacement | 25,225 |

| TOTAL CHANGE TO Fleet Replacement | | |
|--|---|----------|
| | Change to Fleet Replacement Fund Revenues | 25,225 |
| | Change to Fleet Replacement Fund Appropriations | 25,225 |
| | Cumulative Increase/Decrease to Fleet Replacement Fund Balance | 0 |

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

PASSED AND APPROVED THIS _____ BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk



CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

Memorandum

To: Bethel City Council
Cc: Pete Williams, Acting City Manager
From: Hansel L Mathlaw, Finance Director
Date: February 29, 2016
Re: Justifications for Budget Modification Request

Listed below is an explanation for the budget modification requested in Ordinance #15-14 (e)

There are several components to this budget modification. 1) The salary increase for city employees. 2) The insurance proceeds from the totaled port vehicle. 3) Transfer from the Wind Turbine Project Fund back to the general fund.

Salary Increases

The union and management salary increases for FY16.

Insurance proceeds

The port vehicle was "totaled" during the fall season. The City received \$25,225 from the insurance provider. The Port Director wants to use these funds to purchase a new truck. I have included the appropriation within this budget ordinance.

Transfer from Wind Energy Development Grant

Back in FY09, the City Council approved the transfer of \$199,889 [Ordinance #08-10(G)] from the general fund to use as match for the Wind Energy Development Grant. The grant was transferred to AVEC. Because the City no longer has the grant the funds will be moved back to the general fund. The accounting treatment will be credit the general fund as a transfer revenue and debit Fund 38 (Wind Turbine Project Grant) as a transfer expenditure.

Introduced by: Acting City Manager, Pete Williams
Date: March 08, 2016
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-06

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT

Whereas, the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant) to provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;

Whereas, the City has arranged for a multi phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;

Whereas, the City needs to acquire these various easements across the properties involved in the I.C. water/sewer project;

Whereas, the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for I.C. Project;

Whereas, in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;

Whereas, the easements consists of portion of lot 53, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004 located in the Bethel Recording District, Fourth Judicial District, State of Alaska;

Whereas, the easements are more particularly described as follows:

The Basis of Bearing for these descriptions 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.

Introduced by: Acting City Manager, Pete Williams
Date: March 08, 2016
Public Hearing:
Action:
Vote:

Parcel 12A:

Beginning at the northeast corner of said lot 53, being the True Point of Beginning for this description; thence on the east line thereof S13°50'38"W 15.45 feet; thence departing said east line N89°56'55"W 30.70 feet; thence N11°44'20"E 15.32 feet to the north line of said lot 53; thence on said north line S89°56'55" E 34.38 feet to the True Point of Beginning. Said easement embraces an area of 465 square feet, more or less as calculated from said courses and distances.

Parcel 12B:

Beginning at the northeast corner of said lot 53, being the True Point of Beginning for this description; thence on the east line thereof S13°50'38"W 15.45 feet; thence departing said east line N89°56'55"W 30.70 feet; thence N11°44'20" E 15.32 feet to the north line of said lot 53; thence on said north line S89°56'55" E 34.38 feet to the True Point of Beginning. Said easement embraces an area of 465 square feet, more or less as calculated from said courses and distances.

Whereas, the easement consist of lot 4C, subdivision of lot 4, U.S. Survey No. 4117, according to plat No. 84-18 and 84-20, lying within lot 54, U.S. Survey No. 4117, according to the official Bureau of Land Management Survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Whereas, the easements are 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 feet from NGS Station C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

Beginning at the most northerly northwest corner of said lot 54, being the True point of Beginning for this description; thence on the north line thereof S80°08'48" E 135.86 feet to the northeast corner of said lot 54; thence on the east line thereof S09°47'45"W 29.88 feet; thence departing said east line N80°08'48" W 115.45 feet; thence S00°00'17"W 196.34 feet; thence N89°56'55"W 147.95 feet to the most westerly west line of the said lot 54; thence on said line N13°50'38"E 15.45 feet to the most westerly northwest corner of said lot 54; thence on a north line thereof S89°56'55"E 129.25 feet to an angle point; thence on a west line thereof N00°00'17" E 214.74 feet to the True point of Beginning. Said easement

Introduced by: Acting City Manager, Pete Williams
Date: March 08, 2016
Public Hearing:
Action:
Vote:

embraces an area of 8,929 square feet, more or less as calculated from said courses and distances.

Whereas, the easement consist of Tract3, 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 whatever 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 basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET Bears S 25°43'20.9" W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinated 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 of less as calculated from said courses and distances.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreement between Bethel Native Corporation, the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" 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 04.08.020 Acquisition of Real Property.

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

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA,

Introduced by: Acting City Manager, Pete Williams
Date: March 08, 2016
Public Hearing:
Action:
Vote:

THIS _ DAY OF MARCH, 2016, BY A VOTE O_ IN FAVOR AND _ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk



Bethel Native Corporation
RESOLUTION 2016-06

A RESOLUTION OF BETHEL NATIVE CORPORATION TO APPROVE GRANTING OF PUBLIC UTILITY EASEMENTS TO THE CITY OF BETHEL

WHEREAS, Bethel Native Corporation (CORPORATION) is the Native Village Corporation for the village of Bethel, having incorporated and organized in accordance with Section 8 of the Alaska Native Claims Settlement Act (ANCSA) and the laws of the State of Alaska;

WHEREAS, the City of Bethel (CITY) plans to install a new piped water system along the Chief Eddie Hoffman Highway within the area known as the institutional corridor;

WHEREAS, the CITY wishes to acquire Public Utility Easements that are located on CORPORATION land as follows:

- 1) Parcel located within Lot 53, USS 4117, containing an area of 5,081 square feet, more or less and shown as Public Utility Easement Parcel 12a.
- 2) Parcel located within Lot 53, USS 4117 containing an area of 465 square feet, more or less and shown as Public Utility Easement Parcel 12b.
- 3) Parcel located within Lot 54, USS 4117 containing an area of 8,929 square feet, more or less and shown on Public Utility Easement 17a.
- 4) Parcel located within Tract 3, BNC Industrial Park, containing an area of 1,335 square feet, more or less and shown as Public Utility Easement 4a.
- 5) Parcel located within Lot 52, U.S.S. 4117, containing an area of 1,306 square feet, more or less and shown as Public Utility Easement Parcel 19A.
- 6) Parcel located within Lot 55, U.S.S. 4117, containing an area of 2,608 square feet, more or less and shown as Public Utility Easement Parcel 19B.
- 7) Parcel located within Lot 50, U.S.S. 4117, containing an area of 354 square feet, more or less and shown as Public Utility Easement Parcel 19C.

WHEREAS, CORPORATION supports the CITY's plans for the piped water system that will serve the institutional buildings such as the Hospital and the Long-Term Care Facility as well as many private properties in the area, including the Kipusvik building;

WHEREAS, Should the Easements described as: Parcel 19A, within Lot 52, U.S.S. 4117, Parcel 19B within Lot 55, U.S.S. 4117 and Parcel 19C within Lot 50, U.S.S. 4117 subsurface be impacted by Part 169 – Rights-of-Way over Indian Land [25 CFR 169], then BNC will not approve these Easements to the City of Bethel;

THEREFORE BE IT RESOLVED THAT the CORPORATION hereby approves the granting of the above described Public Utilities Easements to the City of Bethel and authorizes its President/CEO, Anastasia Hoffman, to sign such Easements on behalf of the CORPORATION.

ADOPTED AND DATED this 21st day of January 2016, in Bethel, Alaska, by a vote of 9 for, 0 against, and 0 not voting.

CERTIFICATE

The undersigned, Donna Lindsey, Secretary of Bethel Native Corporation, an Alaskan Corporation, does hereby certify that a meeting of the Board of Directors of said Corporation duly called and held on the 21 day of January, 2016, at which a quorum was at all times present and voting, the foregoing Resolution was duly adopted.

By: 
Lyman Hoffman, Chairman

Attest: 
Donna Lindsey, Secretary

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this 17th day of February, 2016, by and between **KIPUSVIK LLC**, hereinafter called **Grantor**, whose address is P.O. Box 719, Bethel, Alaska 99559, and the **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City" **Grantee**, whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant an easement and right-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage 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.

Said easement is depicted on the Parcel Map attached hereto as Page 4 and more particularly described as follows;

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

Beginning at the 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.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with the lateral support for the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property for construction of the Utility Lines for only that time period necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair.

City shall indemnify Grantor from all liability, claims, demands, suits and costs, arising in whole or in part, from any damages or other claims resulting directly from the City's ingress and egress on Grantor's property during any construction, reconstruction, alteration, operation, replacement, relocation, maintenance or repair of the City owned structures or direct City access to the easement.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this 17th day of February, 2016.

KIPUSVIK, LLC

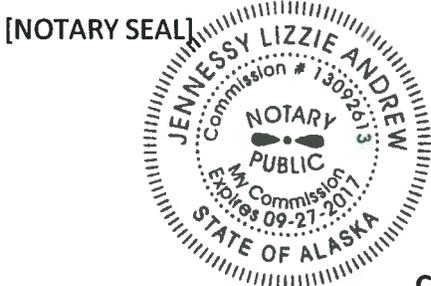
By: 
Anastasia Hoffman, Manager
Bethel Native Corporation, Member

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 17th day of February, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Anastasia Hoffman, Manager** of Kipusvik, LLC, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that she executed the same as the free and voluntary act of said corporation, 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.



Jennessy Lizzie Andrew
Notary Public in and for the State of Alaska
My Commission Expires: 9/27/2017

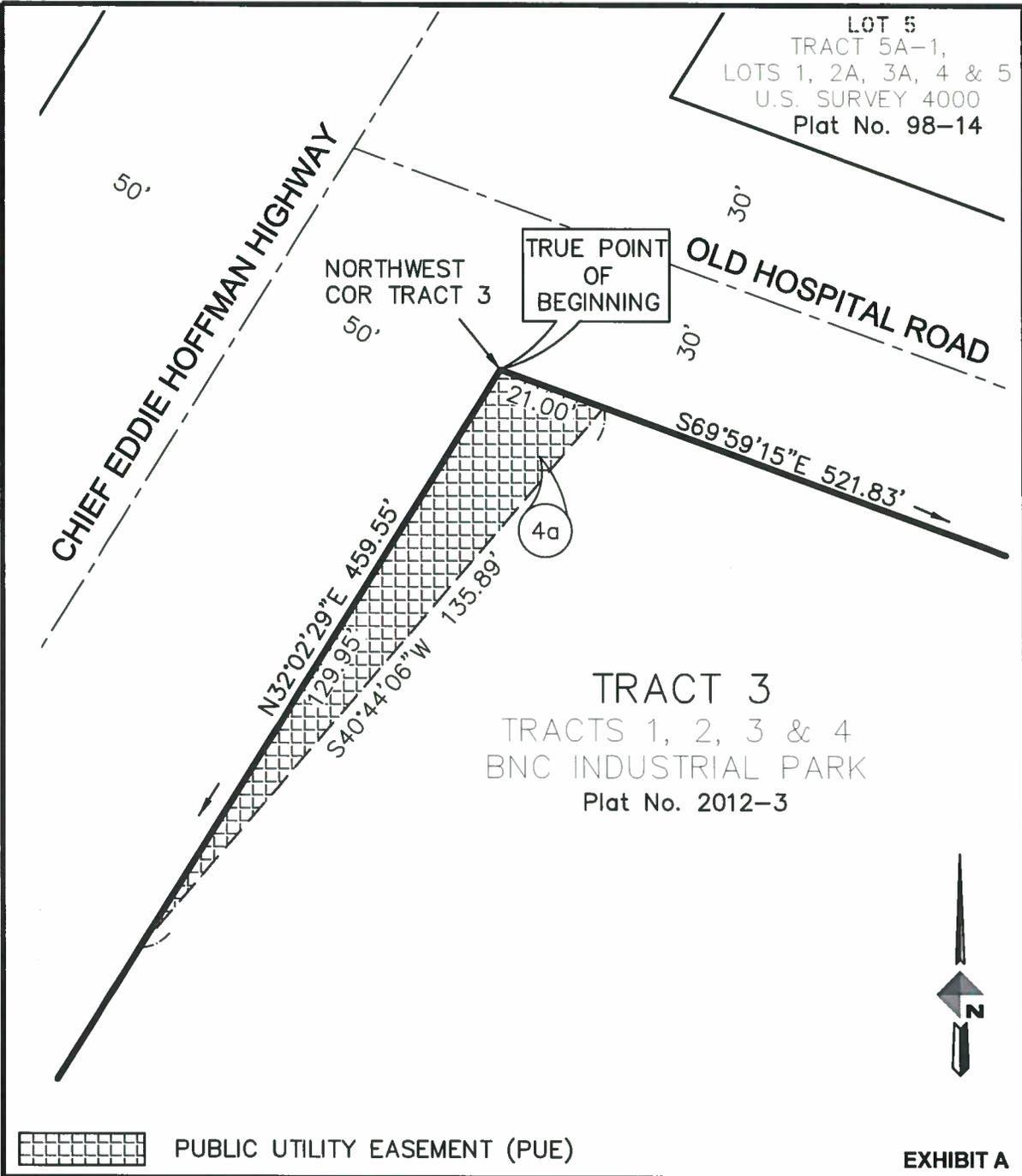
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, after a review by the planning commission and a majority vote of the city council, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____
Richard Robb, Mayor

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559



| | | | |
|---|-------------------------|---|------------------------------------|
| CITY OF BETHEL PUBLIC WORKS DEPARTMENT | | INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM | |
|  | OWNER'S INITIALS: _____ | EXISTING PARCEL AREA: ± 229,200 S.F. | ROW ACQUISITION TYPE: PUE |
| | PAGE 4 OF 4 DATED _____ | SCALE: 1"=30' | ROW ACQUISITION AREA: ± 1,335 S.F. |
| | | | DATE: DEC 2015 PARCEL No. 4a |

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this 17th day of February, 2016, by and between **BETHEL NATIVE CORPORATION**, hereinafter called **Grantor**, whose address is P.O. Box 719, Bethel, Alaska 99559, and the **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City" **Grantee**, whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant these easements and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

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

Said easement is depicted on the Parcel Map attached hereto as Page 5 and more particularly described as follows;

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

Beginning at the most northerly northwest corner of said Lot 54, being the True Point of Beginning for this description; thence on the north line thereof S80°08'48"E 135.86 feet to the northeast corner of said Lot 54; thence on the east line thereof S09°47'45"W 29.88 feet; thence departing said east line N80°08'48"W 115.45 feet; thence S00°00'17"W 196.34 feet; thence N89°56'55"W 147.95 feet to the most westerly west line of said Lot 54; thence on said line N13°50'38"E 15.45 feet to the most westerly northwest corner of said Lot 54; thence on a north line thereof S89°56'55"E 129.25 feet to an angle point; thence on a west line thereof N00°00'17" E 214.74 feet to the

True Point of Beginning. Said easement embraces an area of 8,929 square feet, more or less as calculated from said courses and distances.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utility Lines and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with the lateral support for the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property for construction of the Utilities for only that time period necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair.

City shall indemnify Grantor from all liability, claims, demands, suits and costs, arising in whole or in part, from any damages or other claims resulting directly from the City's ingress and egress on Grantor's property during any construction, reconstruction, alteration, operation, replacement, relocation, maintenance or repair of the City owned structures or direct City access to the easement.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this 17th day of February, 2016.

BETHEL NATIVE CORPORATION

By: 
Anastasia Hoffman, President

By: Donna Lindsey
Donna Lindsey, Secretary

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 17th day of February, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Anastasia Hoffman**, President of Bethel Native Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that she executed the same as the free and voluntary act of said corporation, 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]



Jennessy Lizzie Andrew
Notary Public in and for the State of Alaska
My Commission Expires: 9/27/2017

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 17th day of February, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Donna Lindsey**, Secretary of Bethel Native Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that she executed the same as the free and voluntary act of said corporation, 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]



Jenny L. Andrew
Notary Public in and for the State of Alaska
My Commission Expires: 9/27/2017

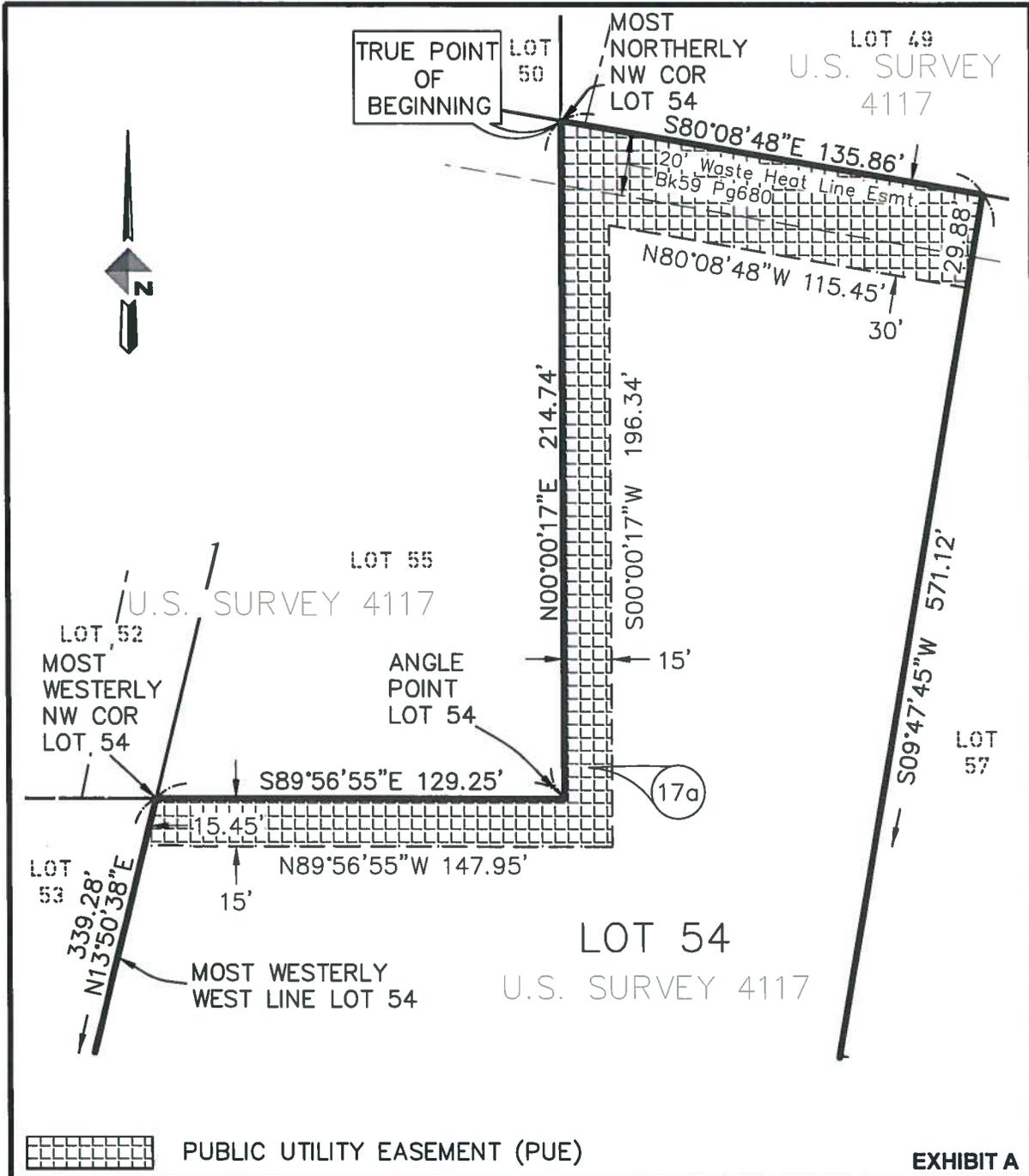
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, after a review by the planning commission and a majority vote of the city council, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____
Richard Robb, Mayor

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559



| | | | |
|---|-------------------------|---|------------------------------------|
| CITY OF BETHEL PUBLIC WORKS DEPARTMENT | | INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM | |
|  | OWNER'S INITIALS: _____ | EXISTING PARCEL AREA: ±108,900 S.F. | ROW ACQUISITION TYPE: PUE |
| | PAGE 5 OF 5 DATED _____ | SCALE: 1"=50' | ROW ACQUISITION AREA: ± 8,929 S.F. |
| | | DATE: DEC 2015 PARCEL No. 17a | |

PUBLIC UTILITY EASEMENT

This Grant of Easements is made this 17th day of February, 2016, by and between **BETHEL NATIVE CORPORATION**, hereinafter called **Grantor**, whose address is P.O. Box 719, Bethel, Alaska 99559, and the **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City" **Grantee**, whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant these easements and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Lot 53, 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.

Said easements are depicted on the Parcel Maps attached hereto as Pages 6 and 7. The easements are more particularly described as follows;

The Basis of Bearing for these descriptions 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.

PARCEL 12A:

Beginning at the northeast corner of said Lot 53, being the True Point of Beginning for this description; thence on the east line thereof S13°50'38"W 15.45 feet; thence departing said east line N89°56'55"W 30.70 feet; thence N11°44'20"E 15.32 feet to the north line of said Lot 53; thence on said north line S89°56'55"E 34.38 feet to the True Point of Beginning. Said easement embraces an area of 465 square feet, more or less as calculated from said courses and distances.

PARCEL 12B:

Beginning at the northeast corner of said Lot 53, being the True Point of Beginning for this description; thence on the east line thereof S13°50'38"W 15.45 feet; thence departing said east line N89°56'55"W 30.70 feet; thence N11°44'20"E 15.32 feet to the north line of said Lot 53; thence on said north line S89°56'55"E 34.38 feet to the True Point of Beginning. Said easement embraces an area of 465 square feet, more or less as calculated from said courses and distances.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with the lateral support for the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property for construction of the Utilities for only that time period necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair.

City shall indemnify Grantor from all liability, claims, demands, suits and costs, arising in whole or in part, from any damages or other claims resulting directly from the City's ingress and egress on Grantor's property during any construction, reconstruction, alteration, operation, replacement, relocation, maintenance or repair of the City owned structures or direct City access to the easement.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this 17th day of February, 2016.

BETHEL NATIVE CORPORATION

By: 
Anastasia Hoffman, President

By: 
Donna Lindsey, Secretary

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

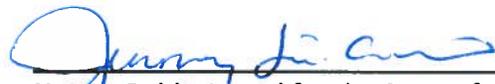
STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 17th day of February, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Anastasia Hoffman**, President of Bethel Native Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that she executed the same as the free and voluntary act of said corporation, 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: 9/27/2017

City of Bethel

Public Utility Easement
Institutional Corridor Piped Water Project

Parcel 12A & 12B
Page 3 of 7

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 17th day of February, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Donna Lindsey**, Secretary of Bethel Native Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that she executed the same as the free and voluntary act of said corporation, 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]



Jennessy Lizzie Andrew
Notary Public in and for the State of Alaska
My Commission Expires: 9/27/2017

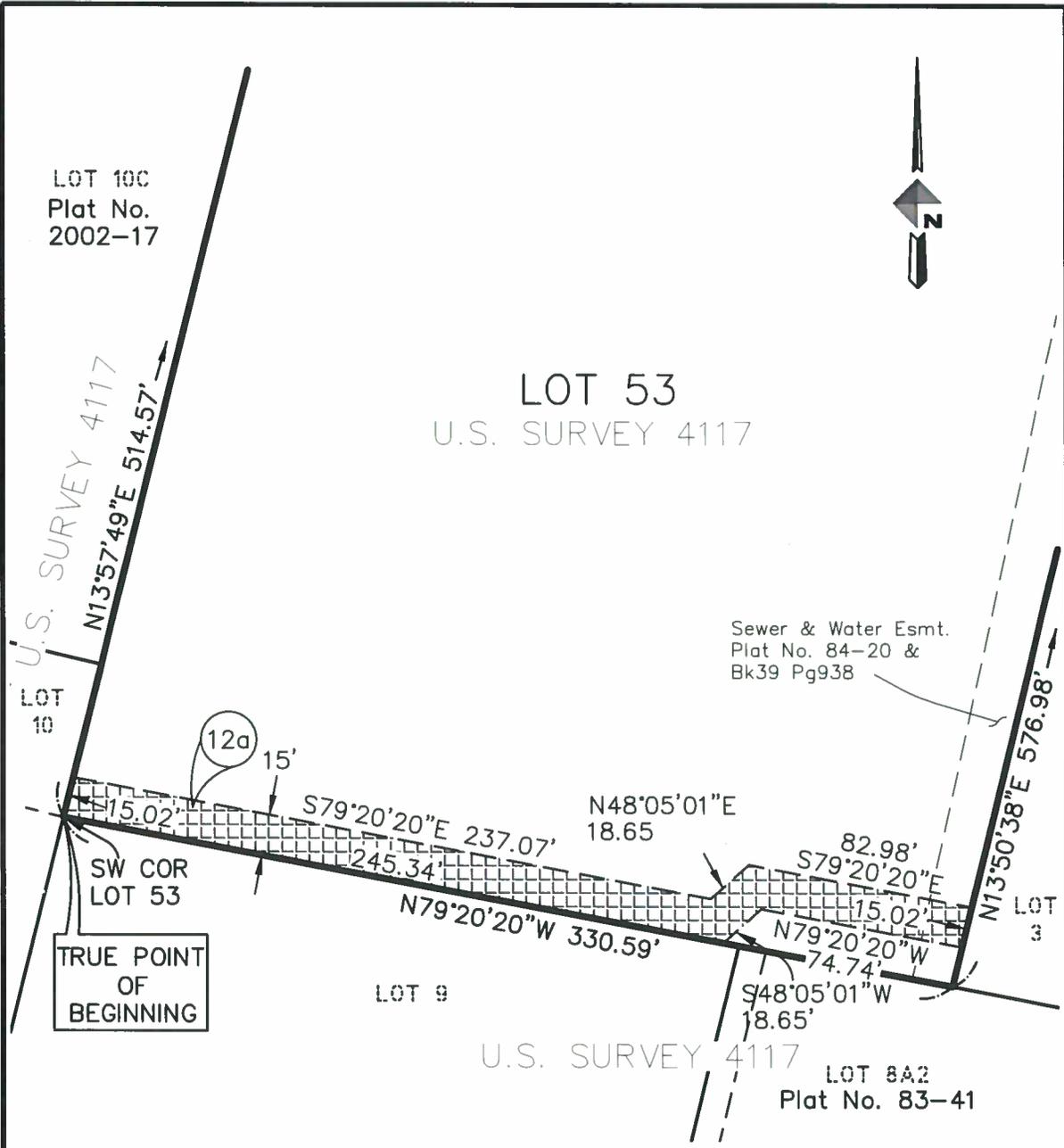
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, after a review by the planning commission and a majority vote of the city council, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____
Richard Robb, Mayor

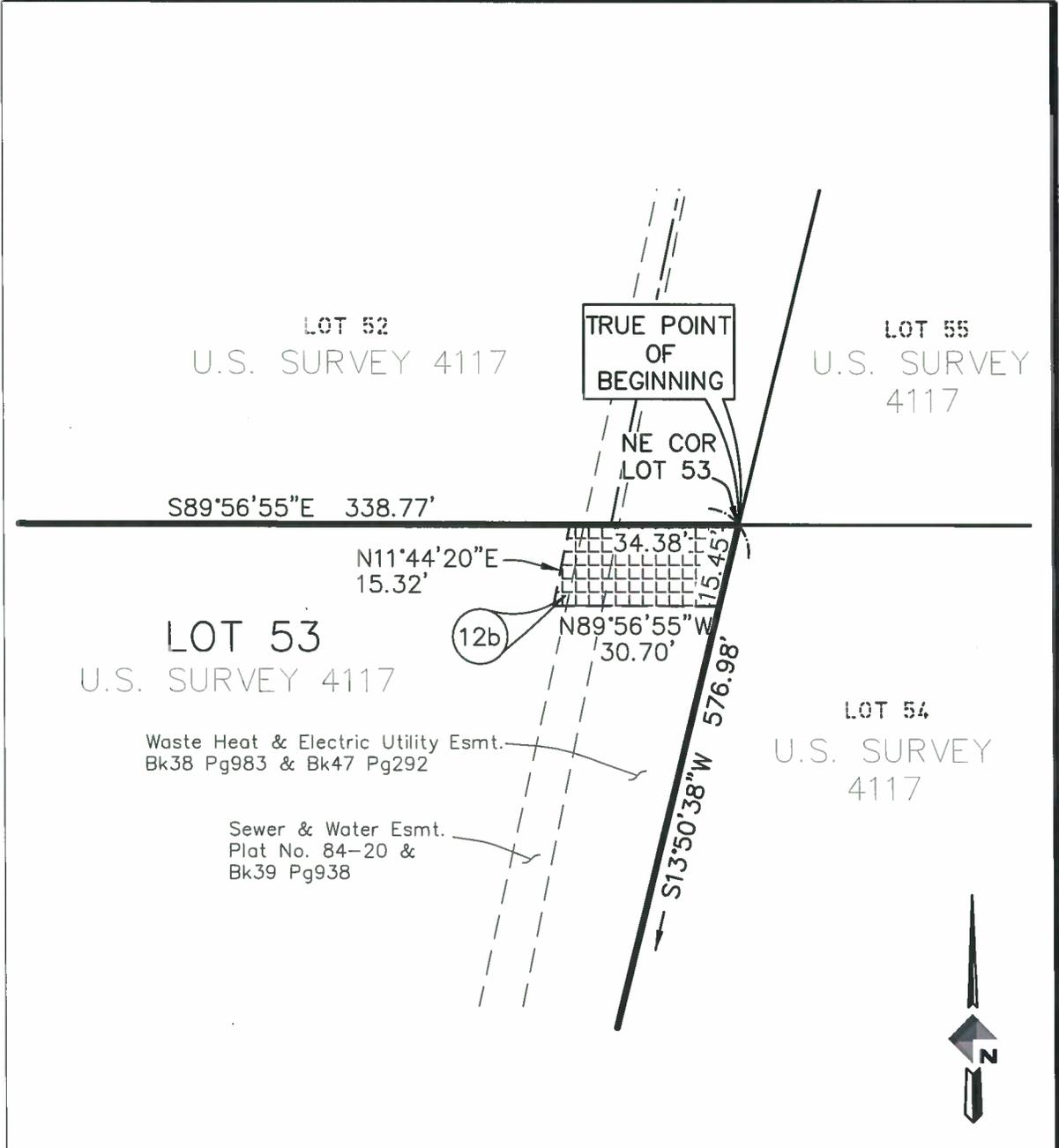
After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

| | | | |
|---|-------------------------|---|----------------------------------|
| CITY OF BETHEL PUBLIC WORKS DEPARTMENT | | INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM | |
|  | OWNER'S INITIALS: _____ | EXISTING PARCEL AREA: ± 179,467 S.F. | ROW ACQUISITION TYPE: PUE |
| | PAGE 6 OF 7 DATED _____ | SCALE: 1"=60' | DATE: DEC 2015 PARCEL No. 12a |



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

| | | | |
|---|---------------------------------------|---|----------------------------------|
| CITY OF BETHEL PUBLIC WORKS DEPARTMENT | | INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM | |
|  | OWNER'S INITIALS: _____ | EXISTING PARCEL AREA: ± 179,467 S.F. | ROW ACQUISITION TYPE: PUE |
| | PAGE <u>7</u> OF <u>7</u> DATED _____ | SCALE: 1"=30' | DATE: DEC 2015 PARCEL No. 12b |

Introduced by: City Manager: Ann
Capela
Date: March 08, 2016
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-07

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS FROM ALASKA VILLAGE ELECTRIC COOPERATIVE , INC. INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** a portion of Lot 6, U.S. Survey 4117, located in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska. Said easement is depicted on the Parcel Map attached hereto as Page 5 and more particularly described as follows;

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Beginning at the southeast corner of said Lot 6, being the True Point of Beginning for this description; thence on the southerly line thereof N79°08'26"W 41.17 feet; thence departing said line N12°06'13"E 172.09 feet; thence N11°28'19"E 301.82 feet; thence N09°18'38"E 62.41 feet; thence N41°39'11"E 17.38 feet; thence N08°59'42"E 181.99 feet to the northerly line

Introduced by: City Manager: Ann
Capela
Date: March 08, 2016
Public Hearing:
Action:
Vote:

of said Lot 6; thence on said line S87°12'08"E 19.97 feet to the northeast corner of said Lot 6; thence on the easterly line thereof S09°45'57"W 585.32 feet; thence continuing on said line S10°06'22"W 150.66 feet to the True Point of Beginning. Said easement embraces an area of 21,168 square feet, more or less as calculated from said courses and distances.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreement between ALASKA VILLAGE ELECTRIC COOPERATIVE , INC., the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" 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 04.08.020 Acquisition of Real Property.

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

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS 8th DAY OF MARCH, 2016, BY A VOTE ___ IN FAVOR AND ___ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

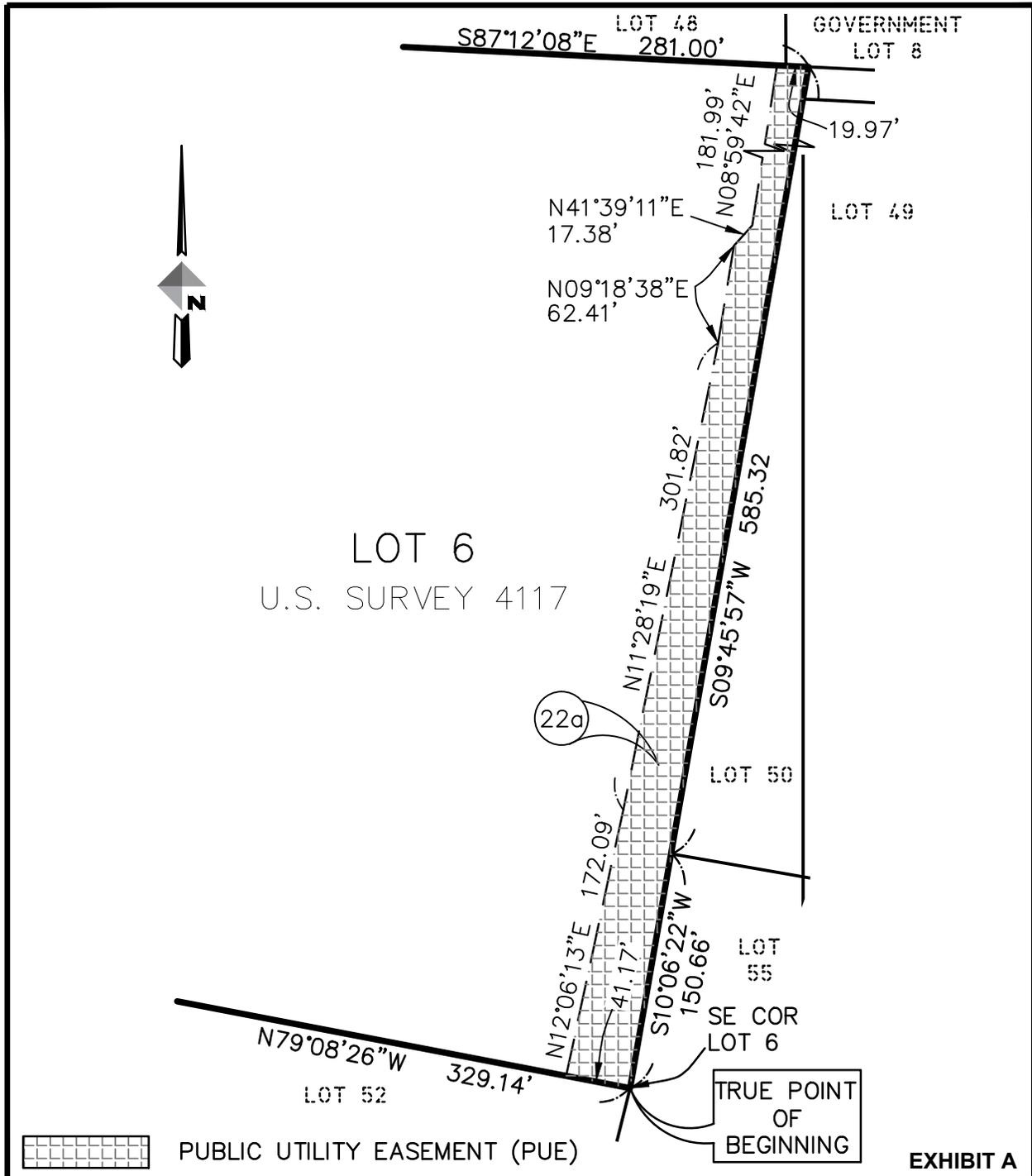


EXHIBIT A

| | | | |
|---|---------------------------------------|---|----------------------------------|
| CITY OF BETHEL PUBLIC WORKS DEPARTMENT | | INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM | |
|  | OWNER'S INITIALS: _____ | EXISTING PARCEL AREA: ±217,504 S.F. | ROW ACQUISITION TYPE: PUE |
| | PAGE <u>5</u> OF <u>5</u> DATED _____ | SCALE: 1"=100' | DATE: DEC 2015 PARCEL No. 22a |

Introduced by: City Manager: Ann
Capela
Date: March 08, 2016
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-08

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS FROM YKHC INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** 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;

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

Introduced by: City Manager: Ann
Capela
Date: March 08, 2016
Public Hearing:
Action:
Vote:

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;

Whereas, Lot 2, U.S. SURVEY 4000, according to the official Bureau of Land Management Survey Plat thereof, officially filed December 22, 1989, being located in the Bethel Recording District, Fourth Judicial District, State of Alaska;

Beginning at the northeast corner of said Lot 2, being the True Point of Beginning for this description; thence on the east line thereof S24°33'37"E 331.58 feet to the southeast corner of said Lot 2 also being a point on a non-tangent curve concave to the southeast having a radius of 770.20 feet whose center bears S04°15'42"W; thence on the southerly line thereof, southwesterly on said curve 17.02 feet through a central angle of 01°15'58"; thence departing said southerly line N24°33'37"W 308.53 feet; thence S65°23'55"W 449.19 feet; thence N65°19'03"W 19.79 feet to the northerly line of Lot 2; thence on said northerly line N65°23'55"E 477.11 feet to the True Point of Beginning. Said easement embraces an area of 11,747 square feet, more or less as calculated from said courses and distances;

Whereas, a portion of Lot 10, U.S. SURVEY 4117, according to the official Bureau of Land Management, May 9, 1966, located in the Bethel Recording District, Fourth Judicial District, State of Alaska, said portion being more particularly described as follows:

Beginning at Corner 1 of U.S. Survey 4117, which is coincident with Corner 2 of U.S. Survey 4000, thence N. 87°09'W, 6.63 chains, thence S.13°59'W.20.43 chains to the true point of beginning, thence S.13°59'W.7.49 chains to Corner 2, which is a point in the center of the Right-of-Way for the Bethel Airport Road and is the Southeast Corner of Lot 10 of U.S. Survey 4117, thence N.76°53'W.3.34 chains to Corner 3, thence N.13°59'E. 7.49 chains to Corner 4, thence S.76°53'E. 3.34 chains to the true point of beginning; EXCEPTING THEREFROM that portion conveyed to the State of Alaska, Department of Highways by Quitclaim Deed recorded August 28, 1968 in Book 16 at Page
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

Introduced by: City Manager: Ann
Capela
Date: March 08, 2016
Public Hearing:
Action:
Vote:

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 the said portion of Lot 10 as described in said Statutory Warranty Deed, being the True Point of Beginning for this description; thence on the north line thereof S76°42'05"E 220.77 feet to the northeast corner of Lot 10; thence on the east line thereof S13°57'49"W 57.58 feet; thence departing said east line N76°02'11"W 15.00 feet; thence N13°57'49"E 42.40 feet; thence N76°42'05"W 205.77 feet to the west line of said Lot 10; thence on the west line thereof N13°58'57"E 15.00 feet to the True Point of Beginning. Said easement embraces an area of 3,949 square feet, more or less as calculated from said courses and distances.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreement between Yukon Kuskokwim Health Corporation, the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" 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 04.08.020 Acquisition of Real Property.

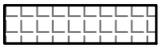
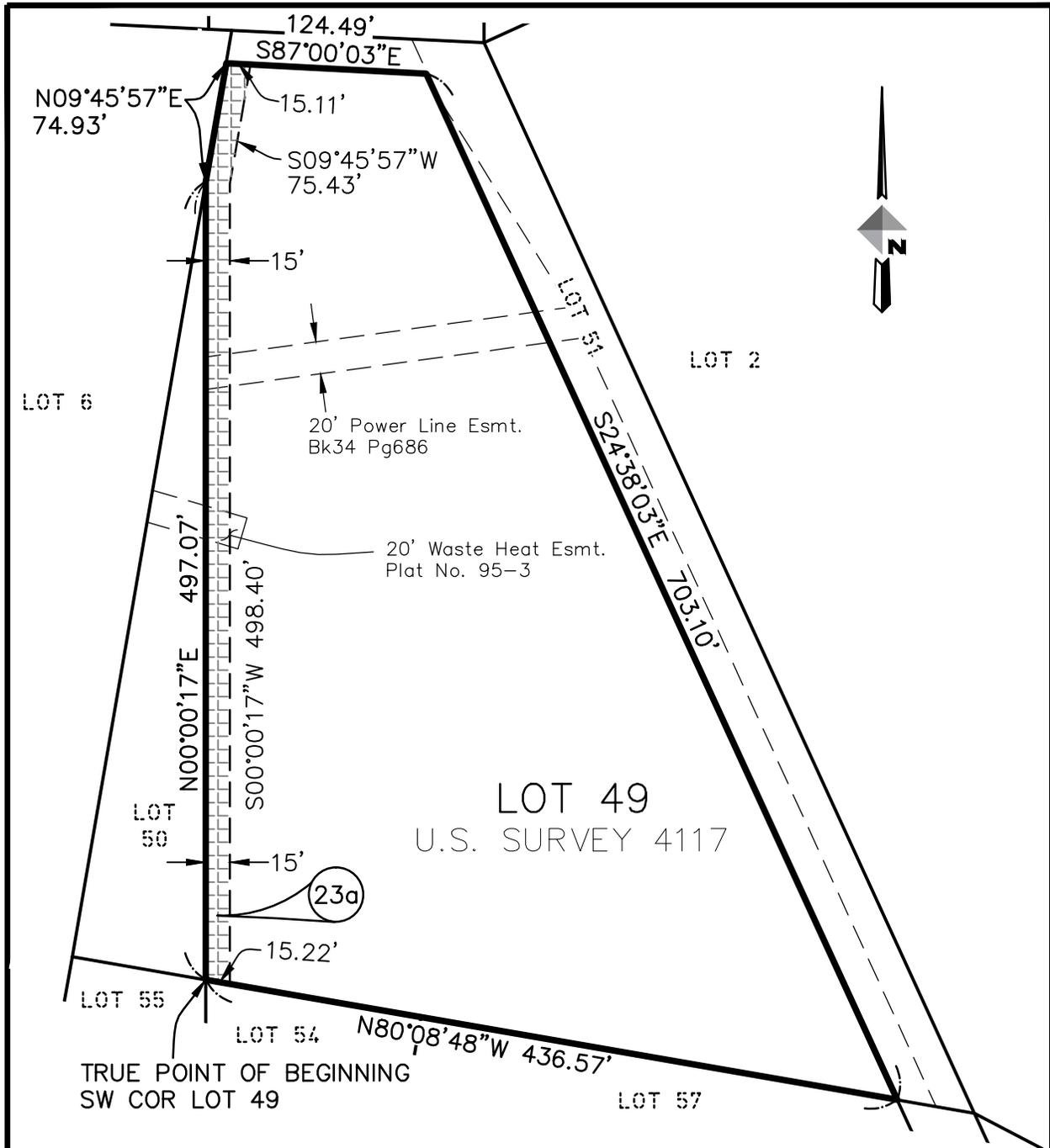
SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS 8th DAY OF MARCH, 2016, BY A VOTE ___ IN FAVOR AND ___ OPPOSED.

Richard Robb, Mayor

ATTEST:

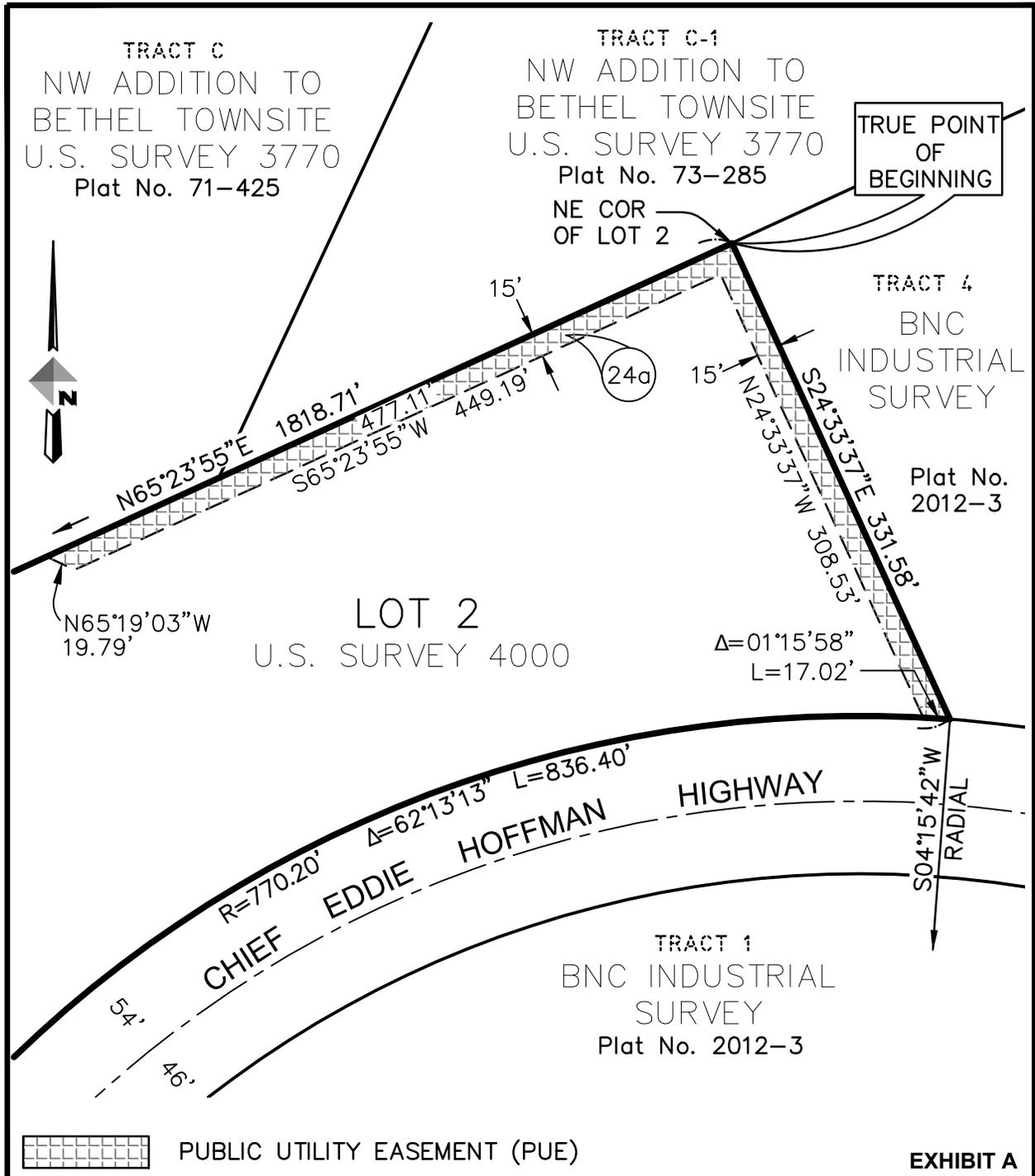
Lori Strickler, City Clerk



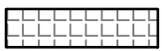
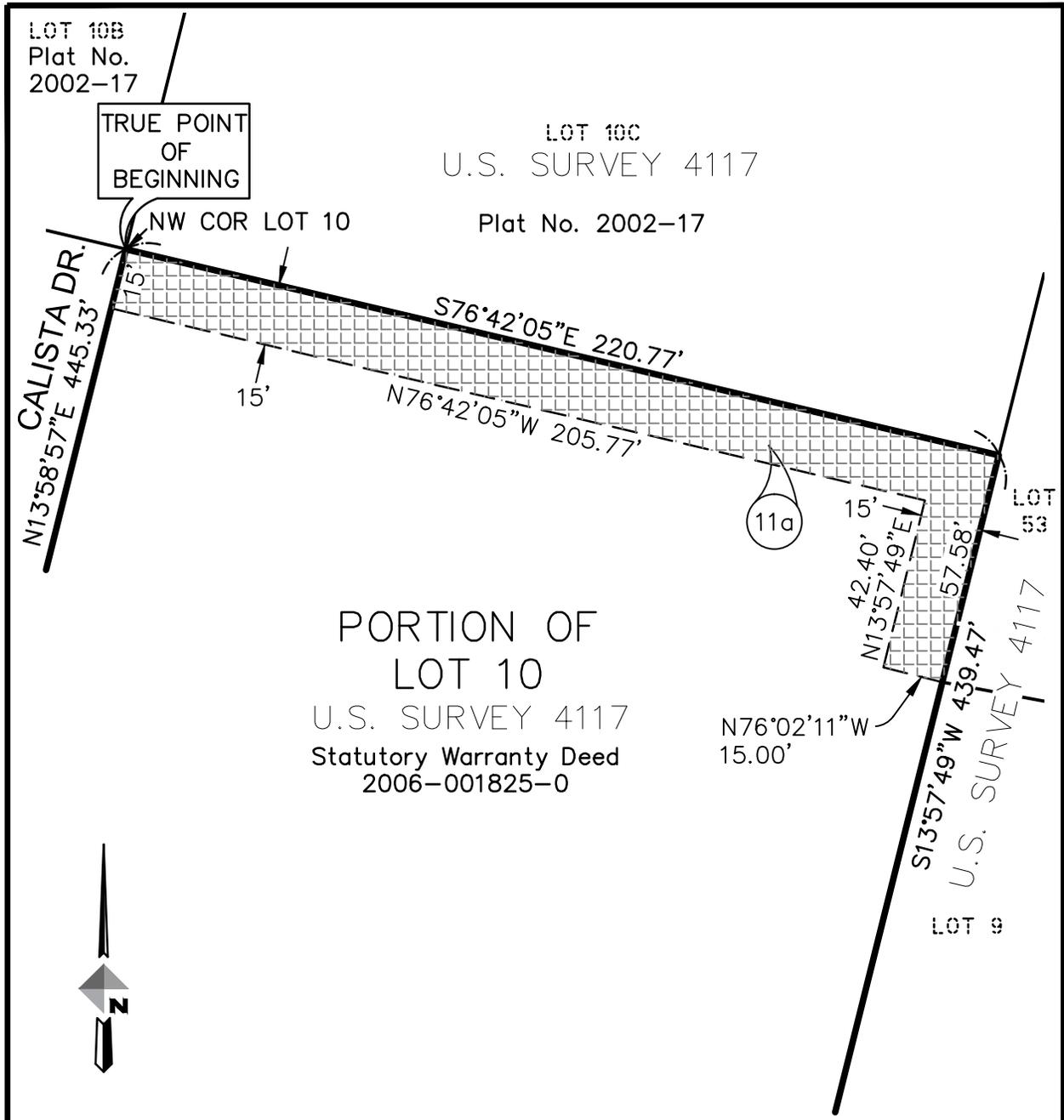
PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

| | | | |
|---|---------------------------------------|---|----------------------------------|
| CITY OF BETHEL PUBLIC WORKS DEPARTMENT | | INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM | |
|  | OWNER'S INITIALS: _____ | EXISTING PARCEL AREA: ±165,189 S.F. | ROW ACQUISITION TYPE: PUE |
| | PAGE <u>5</u> OF <u>5</u> DATED _____ | SCALE: 1"=100' | DATE: FEB 2016 PARCEL No. 23a |



| | | | |
|---|---------------------------------------|---|----------------------------------|
| CITY OF BETHEL PUBLIC WORKS DEPARTMENT | | INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM | |
|  | OWNER'S INITIALS: _____ | EXISTING PARCEL AREA: ±908,747 S.F. | ROW ACQUISITION TYPE: PUE |
| | PAGE <u>5</u> OF <u>5</u> DATED _____ | SCALE: 1"=100' | DATE: DEC 2015 PARCEL No. 24a |



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

| | | | |
|---|-------------------------|---|------------------------------------|
| CITY OF BETHEL PUBLIC WORKS DEPARTMENT | | INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM | |
|  | OWNER'S INITIALS: _____ | EXISTING PARCEL AREA: ± 97,839 S.F. | ROW ACQUISITION TYPE: PUE |
| | PAGE 6 OF 6 DATED _____ | SCALE: 1"=40' | ROW ACQUISITION AREA: ± 3,949 S.F. |
| | | DATE: DEC 2015 PARCEL No. 11a | |

Introduced Pete Williams, Acting City
by: Manager
Date: March 8, 2016
Action:
Vote:

CITY OF BETHEL

Resolution # 16-10

A RESOLUTION REQUESTING THAT THE GOVERNOR AND STATE LEGISLATORS PROVIDE FUNDING IN THE FY 2017 STATE CAPITAL BUDGET TO FULLY FUND THE STATE OF ALASKA MUNICIPAL HARBOR FACILITY GRANT PROGRAM

WHEREAS, the City of Bethel recognizes the majority of the public boat harbors in Alaska where constructed by the State during the 1960s and 1970s;

WHEREAS, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities;

WHEREAS, these harbor facilities are ports of refuge and areas for protection for ocean-going vessels and fishermen throughout the State of Alaska, especially in coastal Alaskan communities;

WHEREAS, the State of Alaska transferred ownership of most of these State owned harbors to local municipalities over the past nearly 30 years, many of which were at or near the end of their service life at the time of transfer;

WHEREAS, the municipalities took over this important responsibility even though they knew that these same harbor facilities were in poor condition at the time of transfer due to the state's failure to keep up with deferred maintenance expenditures;

WHEREAS, when local municipal harbormasters formulated their annual harbor facility budgets, they realized that the municipal governments inherited a major financial burden that they could not afford;

WHEREAS, in response to this financial burden, the Governor and the Alaska Legislature passed legislation in 2006 (AS 29.60.800), supported by the Alaska Association of Harbormasters and Port Administrators, to create the Municipal Harbor Facility Grant program;

Introduced Pete Williams, Acting City
by: Manager
Date: March 8, 2016
Action:
Vote:

WHEREAS, the City of Bethel is pleased with the process employed by the Alaska Department of Transportation and Public Facilities to review, score and rank applications to the Municipal Harbor Facility Grant Program;

WHEREAS, municipalities that apply for harbor facility funds commit to invest 100% of the design and permitting costs and 50% of the construction cost;

WHEREAS, the City of Aleknagik, Municipality of Anchorage, City and Borough of Juneau, City of Kodiak, City and Borough of Sitka, City of Skagway, City of Valdez, City and Borough of Wrangell, and the City of Whittier offered to contribute \$20,648,514 in local match funding for the FY 2017 Municipal Harbor Facility Grant Program;

WHEREAS, completion of these harbor facility projects depends on the 50% match from the State of Alaska's Municipal Harbor Facility Grant Program;

WHEREAS, during the last ten years, the Municipal Harbor Facility Grant Program was only been fully funded twice by the State of Alaska, while the backlog of projects necessary to repair and replace these former State-owned harbors increased to over \$100,000,000;

NOW, THEREFORE BE IT RESOLVED that the City of Bethel urges the Governor and Alaska Legislature to provide \$20,648,514 in the FY 2017 State Capital Budget to fully fund the Alaska Municipal Harbor Facility Grant Program to ensure enhanced safety and economic prosperity in Alaskan coastal communities.

ENACTED THIS 8th DAY OF MARCH 2016 BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL

Resolution # 16-11

A RESOLUTION SUPPORTING THE HEALTH AND WELL-BEING OF OUR CHILDREN AND FIREFIGHTERS AND ENDORSE THE TOXIC FREE CHILDREN'S ACT

WHEREAS, the community of Bethel has recently suffered multiple outbreaks of fires in residential areas, and fire-safety and the men and women who serve as firefighters remain critical components of our community's safety and well-being;

WHEREAS, the mission of the Bethel City Council is to enhance and promote the cultural, social, and economic livelihood of the Bethel community;

WHEREAS, toxic exposures continue to threaten the health of our community-members, children, and firefighters, due to outdated laws at the State and Federal level;

WHEREAS, chemicals intended as fire-retardants and used in manufacturing of household goods are found in our traditional foods, our environment, our subsistence fish and game, our bodies, and our homes, even though these chemicals have never been produced in Alaska or the circumpolar Arctic;

WHEREAS, these chemicals are uniquely dangerous in areas where individuals spend a relatively high amount of time indoors in poorly ventilated areas, such as colder regions during the winter;

WHEREAS, research has further shown that our firefighters are uniquely at risk because when burned these chemicals are released into the air supply and permeate standard protective gear;

WHEREAS, firefighters have especially high rates of several types of cancer, including thyroid, bladder, prostate, testicular, breast, brain, multiple myeloma, and non-Hodgkin's lymphoma, and a recent study found that the rate of breast cancer among female firefighters aged 40-50 is six times the national average;

Introduced by: Chuck Herman, Council Member

Date: March 8, 2016

Action:

Vote:

WHEREAS, the Alaska State Legislature has already passed legislation acknowledging that firefighters with certain types of cancer may be presumed to have contracted that illness as a result of work-related activity and are eligible for significant payouts from the State;

WHEREAS, Senate Bill 111 will prevent the manufacture, sale, and distribution of ten toxic and unnecessary flame retardant chemicals in children's products and home furniture. It will also require the labeling of children's products to inform people whether these products contain toxic flame retardant chemicals. Chemical flame-retardants are widely used in children's products, carpeting, and home furniture. These harmful chemicals are found in toys, nap mats, nursing pillows, changing pads, baby carriers, carpet padding, and upholstered furniture foam. Under current federal law, these toxic chemicals are virtually unregulated for their safety. Yet these chemicals pose a serious public health threat, are particularly toxic to children when breathed as smoke, and do not provide a fire safety benefit. They have a range of harmful effects, including cancer, learning disabilities, developmental impairment, and reproductive harm.

NOW, THEREFORE BE IT RESOLVED that the Bethel City Council urges the Alaska State Legislature to protect the health of our children and firefighters by passing the Toxic Free Children's Act.

ENACTED THIS 8th DAY OF MARCH 2016 BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Pete Williams, Acting City Manager
Date: March 8, 2016
Action:
Vote:

CITY OF BETHEL

Resolution # 16-12

PREPARATION AND SUBMISSION OF FY 2015 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT APPLICATION TO REQUEST FUNDING TO COVER SALARY AND BENEFITS OF TWO TO FOUR FIREFIGHTER/EMTS

- WHEREAS,** the U.S. Department of Homeland Security, Federal Emergency Management Agency is responsible for the implementation and administration of the Staffing for Adequate Fire and Emergency Response (SAFER) Program;
- WHEREAS,** the goal of the SAFER Grant Program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies and ensure adequate protection from fire and fire-related hazards;
- WHEREAS,** the Bethel Fire Department currently cannot meet National Fire Protection Association 1710/1720 standards that require first-arriving fire apparatus to be staffed with four qualified firefighters;
- WHEREAS,** to help meet the standards and prepare for the expected additional calls associated with upcoming alcohol sales in Bethel, the Bethel Fire Department will work with the Grant Manager to request SAFER funding to cover the costs of adding two to four new firefighter/EMT positions;
- WHEREAS,** the grant performance period is 24 months with no position retention requirement thereafter;
- WHEREAS,** no cash or in-kind match is required for this grant, but the Fire Department expects to incur minor additional expenses related to its administration;
- WHEREAS,** the grant application is due March 25, 2016;
- NOW, THEREFORE, BE IT RESOLVED** that the Bethel City Council approves the preparation and submission of an FY 2015 SAFER grant application.

Introduced by: Pete Williams, Acting City Manager

Date: March 8, 2016

Action:

Vote:

**ENACTED THIS 8th DAY OF MARCH 2016 BY A VOTE OF _____ IN FAVOR AND
_____ OPPOSED.**

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

| | | | |
|-------------------------|--------|-----------------------------------|---|
| Action memorandum No. | 16-15 | | |
| Date action introduced: | 2/8/16 | Introduced by: | Parks/Rec/Aquatic Comm |
| Date action taken: | | <input type="checkbox"/> Approved | Committee <input type="checkbox"/> Denied |
| Confirmed by: | | | |

Direct Administration to work with LONG Building to establish a sole source draft contract for council approval, for at the YK Fitness Center.

| Route to: | Department/Individual: | Initials: | Remarks: |
|-------------------------------------|------------------------|-----------|----------|
| <input checked="" type="checkbox"/> | City Manager | | |
| <input checked="" type="checkbox"/> | City IT Department | | |
| <input checked="" type="checkbox"/> | Finance Director | HM | |
| <input type="checkbox"/> | City Attorney | | |
| <input type="checkbox"/> | Public Works Director | ml | |

Attachment(s): Draft Contract

| Amount of fiscal impact: | | Account information: |
|--------------------------|---|----------------------|
| X | No fiscal impact | |
| | Funds are budgeted for. | |
| | Funds are not budgeted. Budget modification is required. | |

LONG Pacific Building Technologies is the sole authorized factory representative in the Alaska market for the Schneider Electric SmartStruxure, IA Series, Continuum, t.a.c .Vista, UNC/ENC devices and NW/800 product lines. LONG is factory trained and certified for Schneider electric engineering, networking, programming, graphics generation, system installation, commissioning and follow-up service.

With LONG being the only factory representative for this equipment in the Alaska area, it is important to contract with them to ensure the Schneider Electric warrants the products, applications and implementation of the system.

The proposed scope of work would include: 1. update software based on technician's recommendations 2. inspect and adjust SE building automation system 3. adjust length of recording for trend longs 4. verify proper function of building automation system 5. update alarm notification emails 6. provide a four hour training of BAS to owner's designated staff. 7. Provide remote access support.

The Draft contract submitted by LONG Building states the contract would be \$23,908. Approval of a contract, with the correct allocation of funds would be presented to the Council through another AM and potential budget modification.

January 21, 2016

City of Bethel
Attn: Ann K Capela - City Manager
PO Box 1388
Bethel, AK 99559

Subject: Schneider Electric Factory Authorized Partner

Dear Ann,

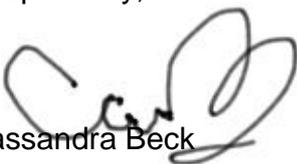
LONG Pacific Building Technologies is our sole authorized factory representative in the Alaska market for the Schneider Electric SmartStruxure, IA Series, Continuum, t.a.c Vista, UNC/ENC devices and NW8000 product lines. LONG is factory trained and certified for Schneider Electric IA Series, Continuum, t.a.c. Vista, UNC/ENC devices and NW8000 product lines, providing engineering, networking, programming, graphics generation, system installation, commissioning and follow-up service.

LONG Pacific Building Technologies is also the only local contractor to provide technical support, product warranty and training for Schneider Electric IA Series, Continuum, t.a.c. Vista, UNC/ENC devices and NW8000 product lines in the Alaska market. If an unauthorized contractor obtains and installs any of these product lines, Schneider Electric and LONG Pacific Building Technologies cannot support or warrant the products, applications and implementation.

To maintain the integrity and performance of your Schneider Electric products, and follow the Schneider Electric proven migration strategies, we always recommend using Schneider Electric factory authorized Partners.

Schneider Electric always makes sure we have a clear and proven migration strategy from all our legacy controls to our new controls we develop. Should you have any questions, please don't hesitate to contact me at (425) 295-8985

Respectfully;



Cassandra Beck

Pacific NW Regional Sales Manager - Buildings

**Yukon- Kuskokwim Regional Health
& Safety Center**

Bethel, Alaska

Attn: Raunicka Ray, Facility Director
Yukon – Kuskokwim Regional Health &
Safety Center
Bethel, Alaska

| | |
|-------------------------|-------------------------|
| Date: | January 22, 2016 |
| Proposal #: | AEW16-00116 |
| Expiration: | 30 days from above date |
| Account Manager: | Eric Walters |
| Contact Number: | (907) 561-3044 |

Project: DDC Maintenance, 2016 Bethel Aquatic Center

Thank you for the opportunity to submit a proposal for the requested work at the Bethel Aquatic Center. LONG Building Technologies, Inc. (“LONG”) is committed to being the industry leader in providing complete facility solutions.

Our system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG will provide to you the information required to make an educated investment decision.

We are pleased to offer this detailed Scope of Work for your project.

A. SCOPE OF WORK – Controls

1. Update software based on Technician’s Recommendations
2. Inspect and adjust SE Building Automation System
3. Adjust Length of recording for Trend Logs
4. Verify Proper Function of Building Automation System
5. Update alarm notification emails
6. Provide a 4 hour training of BAS to Owner Designated Staff.
7. Provide remote access support.

B. PRICE OF WORK

1. Base Bid Per LONG Proposal \$23,908.00
This is for a 1-year Service Contract beginning on 2/1/16 and continuing until 1/31/2017.

C. INCLUSIONS:

1. Travel from Anchorage to Bethel (2 physical Visits).
2. Ground Transportation.
3. Lodging and Per Diem.
4. System Checkout and review.
5. Check DDC Power Supplies for proper voltage.
6. Perform a point to point verification of the DDC System.
7. Verify Controller Operation and Communication on the Network.
8. Verify Remote Access capabilities.
9. Visually inspect Controllers for signs of corrosion, mechanical damage, or overheating.
10. Verify I/O Schedule is Correct.

11. Check that Controller Java Files are at current Version.
12. Software updates to BAS based on Technician recommendations.
13. Inspect Alarm Logs.
14. Adjust Control Parameters as necessary for stable control operation.
15. Adjust Set Points as needed.
16. Verify System Restore to correct mode.
17. Perform System Back-up
18. Discuss with Customer and in Report, any Technician Recommendations for improvements to system.
19. Report of system finds, adjustments, and concerns in detailed report to United Pools.
20. Verify Proper Function.
21. Provide 1, 4-hour training to applicable staff for the proper operation of system.
22. Provide 2 hours each month of remote access and adjustments / troubleshooting to the Bethel Aquatic Center (24 total)
23. 1 Year LONG Craftsmanship warranty.

D. EXCLUSIONS:

1. All warranty for owner supplied or existing materials and workmanship.
2. Structural Design and Engineering.
3. Mechanical / Electrical Design Engineering.
4. Mechanical Repairs
5. Hardware replacement.
6. All costs of bonds and permits
7. Code Upgrades beyond inclusions.
8. Mechanical or Electrical work beyond inclusions.
9. Power wiring or electrical panel modifications beyond inclusions.
10. Programming beyond inclusions.
11. Control work beyond inclusions.
12. Penetrations, Fire caulking, Sleeving, Heat Trace.
13. Hazardous material identification, abatement or removal.
14. Fire/Smoke Dampers beyond inclusions.
15. End switches for fire/smoke dampers (required to be integral to damper at factory).
16. Interconnection to building fire/life safety devices, providing and installing such devices as well as testing of such systems and devices.
17. Roofing or roofing repairs beyond inclusions.
18. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
19. All taxes and assessments related to this project.
20. Builders Risk Insurance.
21. Weather, Flight or Worksite Delays.
22. Power meters for building power consumption and no switchgear monitoring.
 - Cutting, patching, painting of finishes
 - Core drilling, saw cutting
 - Trenching, tunneling
 - Hazardous materials handling
 - Provision of access doors
 - Demolition
 - Bid bond
 - Payment bond
 - Performance bond
 - Work outside normal business hours (unless otherwise stated).

E. PAYMENT OPTIONS:

1. Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.

3. Cash or Check on Delivery (C.O.D.).

| | | | | |
|-----------|----------------------|--|----------------------|----------------|
| AUTHORIZE | Accepted for: | | Submitted by: | LONG |
| | Accepted by: | | Submitted by: | Eric S Walters |
| | Title: | | Title: | |
| | Signature: | | Signature: | |
| | Date: | | Date: | |

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG Building Technologies will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.

13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

City of Bethel Action Memorandum

| | | | |
|-------------------------|--------|-----------------------------------|---|
| Action memorandum No. | 16-16 | | |
| Date action introduced: | 2/8/16 | Introduced by: | Parks/Rec/Aquatic Comm |
| Date action taken: | | <input type="checkbox"/> Approved | Committee <input type="checkbox"/> Denied |
| Confirmed by: | | | |

- Direct Administration to appoint two to three members of the Parks/Rec/Aquatics Committee to the Pool Operator RFP Review Committee.

| Route to: | Department/Individual: | Initials: | Remarks: |
|-------------------------------------|------------------------|-----------|----------|
| <input checked="" type="checkbox"/> | Acting City Manager | PW | |
| <input checked="" type="checkbox"/> | Finance Director | HM | |
| <input type="checkbox"/> | | | |
| <input type="checkbox"/> | | | |
| <input type="checkbox"/> | | | |

Attachment(s):

| Amount of fiscal impact: | | Account information: |
|--------------------------|---|----------------------|
| X | No fiscal impact | |
| | Funds are budgeted for. | |
| | Funds are not budgeted. Budget modification is required. | |

The Parks/Rec/Aquatic Committee has been closely involved in the operations of the pool and fitness center and 2-3 members of the committee would be an asset to the RFP review and scoring process.

City of Bethel Action Memorandum

| | | | |
|-------------------------|--------|-----------------------------------|---------------------------------|
| Action memorandum No. | 16-17 | | |
| Date action introduced: | 2/8/16 | Introduced by: | Parks/Rec/Aquatic Comm |
| Date action taken: | | <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| Confirmed by: | | | |

Direct Administration to release a Request for Proposal for contractor services to evaluate and repair imminent safety issues at Pinky's Park boardwalk.

| Route to: | Department/Individual: | Initials: | Remarks: |
|-------------------------------------|--------------------------------|-----------|----------|
| <input checked="" type="checkbox"/> | Acting City Manager Williams | PW | |
| <input type="checkbox"/> | Finance Director, Mathlaw | HM | |
| <input type="checkbox"/> | Public Works Director, Lakhani | ml | |
| <input type="checkbox"/> | | | |
| <input type="checkbox"/> | | | |

Attachment(s):

| Amount of fiscal impact: | | Account information: |
|--------------------------|---|----------------------|
| X | No fiscal impact | |
| | Funds are budgeted for. | |
| | Funds are not budgeted. Budget modification is required. | |

There are a number of areas within the Pinky Park's Boardwalk system that need immediate attention due to safety concerns. A Request for Proposal should be released in time to have the work concluded prior to the summer season, to avoid injury to those using the boardwalk system.

City of Bethel Action Memorandum

| | | | |
|-------------------------|------------------|-----------------------------------|---------------------------------|
| Action memorandum No. | 16-18 | | |
| Date action introduced: | February 8, 2016 | Introduced by: | Council Member Herman |
| Date action taken: | | <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| Confirmed by: | | | |

Direct Administration collaborate with other agencies to establish a working group for the review of the Donlin Gold EIS, and the establishment of comments to the Army Corps of Engineers.

| Route to: | Department/Individual: | Initials: | Remarks: |
|-------------------------------------|------------------------------|-----------|----------|
| <input checked="" type="checkbox"/> | Acting City Manager Williams | PW | |
| <input type="checkbox"/> | | | |

Attachment(s): None

| Amount of fiscal impact: | | Account information: |
|--------------------------|---|----------------------|
| X | No fiscal impact | |
| | Funds are budgeted for. | |
| | Funds are not budgeted. Budget modification is required. | |

The Army Corps of Engineers is seeking comments on the Donlin Gold EIS; comments are due by April 30, 2016, unless extended.

To ensure the aspects of the Donlin Gold Project are adequately reviewed, and the impacts on the Community of Bethel are sufficiently considered, the City Council directs Administration to work with other agencies within the community to establish a working group to address the Donlin Gold Project EIS. The establishment of this working group, a collaborative community effort, would maximize the focus across different agencies, allowing all aspects of the Project to be considered. Additionally, this collaborative community effort would provide substantial strength to the comments established by the group when they are presented to the Army Corps of Engineers.

Due to the limited time-frame for the comment period, the Council requests an update at the March 22nd, Council Meeting on the establishment of this working group.

City of Bethel Action Memorandum

| | | | |
|-------------------------|---------------|-----------------------------------|---------------------------------|
| Action memorandum No. | 16-19 | | |
| Date action introduced: | March 8, 2016 | Introduced by: | Council Member Herman |
| Date action taken: | | <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| Confirmed by: | | | |

Direct City Clerk's Office to Establish An Ordinance And Operating Procedures To Commence By-Mail Elections For The 2017 Election Year.

| Route to: | Department/Individual: | Initials: | Remarks: |
|-----------|------------------------|-----------|----------|
| | | | |

Attachment(s): Going Postal: How All-Mail Elections Influence Turnout, p. 227-229. This document provides research support to the voter turnout in Oregon was greater for the communities holding vote by-mail elections (18.7%) than those holding in person elections (45.2%).

| Amount of fiscal impact | Account information: |
|-------------------------|----------------------|
| None | Staff Time |

The City Clerk's Office has spent a lot of time over the course of the last few weeks researching the Election by Mail process however, much more will need to be accomplished prior to a code modification. Prior to dedicating additional time on this project, the City Clerk's Office would like assurance from the City Council, there is support for the transition and that this is a priority for the Council.

Voting by mail is becoming increasingly popular. Many Alaskan communities provide by-mail elections for special elections and the states of Oregon, Colorado and Washington administer by-mail elections for all state elections.

Why are by-mail elections becoming a popular option? Many believe it is more cost effective than the administering of in-person elections, eliminating the need of having poll workers the day of election. Second, some statistics indicate a by-mail election will increase participation among voters. Third, it gives voters a longer opportunity to study the ballot and find answers to their questions. Fourth, it would improve accessibility and voter convenience.

The voter turnout in Bethel is typically low; 24.31% in 2015, 15.85% in 2014, 12.71% in 2013, and 7.49% in 2012. The primary reason for the City of Bethel to consider moving to a by-mail election is to increase these numbers. Studies have shown that moving to a by-mail election process for local government, will increase voter turnout.

Moving to a by-mail election process is more involved than a modification to the Bethel Municipal Code. The process must be transparent, accessible and accurate. If the City of Bethel is not fully prepared for elections by mail, a combination of voter and administrative errors can degrade election integrity.

GOING POSTAL: How All-Mail Elections Influence Turnout

Jeffrey A. Karp and Susan A. Banducci

We examine the question of whether or not reducing the costs of voting by conducting elections entirely through the mail rather than at the traditional polling place increases participation. Using election data from Oregon, we examine whether or not elections conducted through the mail increase turnout in both local and statewide elections. Using precinct-level data merged with census data we also examine how postal voting may alter the composition of the electorate. We find that, while all-mail elections tend to produce higher turnout, the most significant increases occur in low stimulus elections, such as local elections or primaries where turnout is usually low. The increase in turnout, however, is not uniform across demographic groups. Voting only by mail is likely to increase turnout among those who are already predisposed to vote, such as those with higher socioeconomic status. Like other administrative reforms designed to make voting easier, postal voting has the potential to increase turnout. However, the expanded pool of voters will be limited most likely to those already inclined to vote but find it inconvenient to go to the polling place. This conclusion is consistent with the growing body of research that suggests that relaxing administrative requirements is not likely to be the panacea for low turnout among the disenfranchised.

Key words: early voting; elections; Oregon; turnout; vote by mail.

Innovations in election administration are widening the alternatives voters have in casting ballots. Voters can turn up at a specially designated polling station prior to election day, cast a vote early by mail, or even vote on the Internet. Increasingly, these methods are being explored as replacements or alternatives to the traditional polling place. Not only are these alternative methods offered as a means of decreasing the costs of the administration of elections but they are also intended to make voting easier. The reasoning is

Jeffrey A. Karp and Susan A. Banducci are postdoctoral fellows at the Amsterdam School of Communications Research (ASCoR), Faculty of Social and Behavioral Sciences, University of Amsterdam, Oude Hoogstraat 24, 1012 CE Amsterdam, The Netherlands (karp@psew.uva.nl and banducci@psew.uva.nl).

that if voting is easier more voters should turnout for elections. In this article, we examine how the adoption of all-mail elections as a replacement for the traditional polling place impacts political participation.

Prior to these latest innovations in voting, some states relaxed eligibility requirements for absentee voters and now allow permanent absentee status so that voters can cast their ballots by mail. In states where these reforms have been implemented, a substantial proportion of the electorate has chosen to vote absentee rather than vote in person at the polling place. In California and Washington, 20% of those voting in the 1996 presidential election chose to vote absentee (California Secretary of State, 1996; and Washington Secretary of State, 1996). In Oregon, almost half of those participating in the 1996 presidential election chose to do so by mail (Oregon Secretary of State, 1996). The high number of voters registered as absentee is partly a consequence of the state's experimentation with vote *only* by mail (VOBM) elections. In January of 1996, Oregon conducted a special election by VOBM to fill a U.S. Senate vacancy. This represented the first time a state elected a federal candidate entirely by mail. Following the special Senate election, surveys showed strong support for VOBM with 77% favoring all-mail over polling place (PP) elections (Southwell and Burchett, 1997) and 79% agreeing that voting by mail is more convenient than voting at a polling place (Traugott, 1996).

The popularity of voting by mail coupled with the more expensive administrative costs of making polling places available to fewer voters has prompted policymakers to consider doing away with polling place elections altogether by conducting elections entirely through the mail. While some states have experimented with VOBM for local elections for years, only recently have states seriously considered extending the practice to statewide races. The state of Oregon anticipates saving \$3,021,709 per year by doing away with polling place elections and conducting all elections by mail (Oregon Secretary of State, 1998). Other countries are also experimenting with VOBM. In New Zealand, a referendum on compulsory retirement savings held entirely by mail in September of 1997 marked the country's first use of a national postal ballot and saved an estimated \$US 3.6 million (New Zealand Press Association, 1997). Besides cost savings, policymakers have noted that VOBM elections have the added benefit of increasing turnout. When election officers mail out ballots, all the recipient needs to do is fill it out and send it back within a specified time period. This makes voting easier. The potential benefits of postal voting prompted Oregon's Secretary of State to sponsor a successful citizen initiative in 1998 to extend VOBM elections to biennial primary and general elections. Such a reform represents a radical change in the way votes are cast and raises important questions about the impact of VOBM elections on the democratic process.

THEORY AND EXPECTATIONS

Theoretical models of voting typically characterize the decision to vote as a function of collective and individual benefits weighed against the cost of voting (Downs, 1957; Riker and Ordeshook, 1968). A voter will go to the polls if

$$pB + D > C,$$

where B denotes the collective benefits of voting such as having a desired candidate win and D signifies the positive sense of fulfilled civic duty (or any other selective benefit). Because there is some uncertainty that the potential voter will cast the winning ballot, p signifies the probability of deriving that benefit. On the right-hand side of the comparative statement, C represents the costs of voting, which include the costs of registering to vote and getting to the polls on election day. Reforms intended to increase turnout have been aimed at reducing costs (the right-hand side of the statement) rather than increasing the benefits of voting. In turn, empirical examinations of low turnout have also focused on the various costs of voting (Piven and Cloward, 1988; Teixeira, 1992; Wolfinger and Rosenstone, 1980).

Although theory suggests that reforms designed to make voting easier will increase turnout among those least likely to vote, the empirical evidence is mixed. Early studies focusing on institutional arrangements such as registration laws suggest that lowering the costs of voting helps to expand the electorate particularly to include those most affected by such barriers. Wolfinger and Rosenstone (1980) report that relaxing registration requirements helps to expand marginally the electorate, particularly among groups with low levels of participation such as those with lower levels of education. Similarly, Piven and Cloward (1988) claim that easing restrictions on voter registration will make the voting electorate more demographically representative.

However, the empirical evidence from more recent studies suggests that reforms designed to make voting easier may not make the electorate more demographically representative and may even further bias the electorate in favor of the better-off. For example, Calvert and Gilchrist (1993) conclude that easier voter registration does little to alleviate class bias among the voting electorate and may even advantage high-SES citizens. Similarly, Brians and Grofman (1999) find that early day registration produces the greatest turnout gains among the middle class. As for postal voting, the liberalization of absentee laws appears to benefit Republicans who are thought to have a turnout advantage in absentee ballots (Jefte and Jefte, 1990; Oliver, 1996). These partisan differences may be due more to self-selection than mobilization as persons who vote early are likely to be educated, active in politics, and partisan. This

suggests that the electorate may not be expanded by absentee voting at all, but instead, more voters are choosing to vote by mail as an alternative to precinct voting (see Karp and Banducci, in press).

What little empirical research there has been on the impact of postal voting on participation tends to focus on absentee voting and suggests that turnout is higher in states that give more people the choice of voting by mail. For instance, Oliver (1996) reports that states with liberal absentee laws have higher overall turnout. Dubin and Kalsow (1996, p. 388) conclude that the liberalization of absentee voting in California may have increased political participation in primaries, although not necessarily in general elections. Unlike absentee voting, VOBM elections do not offer voters the choice of voting in person. Therefore, it is possible that some people may find the procedure more convenient than voting in person, while others may find it less convenient. The VOBM procedure usually has been used in special and local elections (elections where turnout is historically low). In these elections, VOBM elections appear to have higher turnout than local elections conducted at the polling place (Jeffe and Jeffe, 1990, Magleby, 1987; Rosenfield, 1995). Examining eight local California and Oregon elections, Magleby (p. 82) found higher turnout in VOBM elections in all but one case. In the VOBM elections, turnout increased among all socioeconomic groups leading Magleby to conclude that no group is disadvantaged by the procedure. However, Magleby attributes part of the increase in turnout to the novelty of VOBM. Other researchers have suggested that turnout levels subside somewhat as voters become more accustomed to the technique and media attention fades (Jeffe and Jeffe, 1990). Little is known about how turnout might be affected in statewide elections where the electorate is likely to be more diverse and the election more salient. If voters are required to participate through the mail rather than in person, some fear that persons who are mobile, such as those who do not own their own homes, will be further disadvantaged. While VOBM elections tend to make the act of voting more convenient for some voters, mobile voters such as young people and renters may find it costly to keep election officers informed of current addresses.

THE USE OF POSTAL VOTING IN OREGON

Although many jurisdictions in the United States currently employ a form of VOBM, its use has generally been confined to substate jurisdictions and nonpartisan elections (Hamilton, 1988). In Oregon, however, VOBM has been in use since 1981 at the local level, and it was extended to all special elections in 1987. In June of 1993, Oregon held its first statewide election by mail to decide an urban renewal measure. By mid-2000, eight more statewide elections had been conducted entirely through the mail. A special election to nominate candidates for a U.S. Senate seat vacated by Bob Packwood marked the first

time a state conducted a mail-only primary election to nominate candidates for a federal office. Oregon also held the general election for the vacant Senate seat by mail in January 1996, and the state's presidential primary by mail in March 1996 and in May 2000. In November 2000, Oregon held the first VOBM presidential election.

Therefore, Oregon's experience with VOBM provides a useful set of data for making comparisons between polling place and mail elections over time and across all types of elections. In a recent study, Southwell and Burchett (2000, p. 76) examined 48 statewide candidate elections in Oregon and found that VOBM is expected to boost turnout by 10%. Their analysis, however, relies on just three VOBM elections—the special Senate primary and general election held in 1995 and 1996, and the presidential primary held in 1996. Rather than restrict the analysis to statewide candidate centered elections, we include in our analysis other statewide elections featuring ballot initiatives as well as local contests. In using a dataset that encompasses all types of elections over time, we can examine the effect of postal voting on turnout in elections that vary in saliency and intensity of mobilization. We also rely on precinct-level data and census data to examine how VOBM elections alter the composition of the electorate. The potential for postal voting to increase turnout is likely to depend on the type of election. In high stimulus elections—such as gubernatorial or Senate contests—turnout is usually at its highest level, while local elections, where campaign intensity and interest are low, typically attract the fewest voters. Because VOBM does not increase the pool of registered or, therefore, potential voters but only makes voting more convenient for those already registered, we expect the greatest increase in turnout to occur in the low stimulus contests by activating those citizens who participate in high stimulus elections but not local elections.

COMPARING TURNOUT IN VOTE ONLY BY MAIL AND POLLING PLACE ELECTIONS

To examine whether VOBM elections produce higher turnout than polling place elections we begin with an analysis of data from 27 statewide elections across a 14-year period from May 1986 to November of 2000.¹ Turnout is measured as the proportion of registered voters actually casting ballots.² Because the type of election is likely to influence turnout, we compare turnout across election types that vary in intensity from presidential elections and other high profile statewide elections to local contests.

For the midterm general and primary elections, we have only one VOBM election for comparison. As a comparison with biennial primary elections conducted by polling place we use the December 1995 Senate primary. We also compare biennial (midterm) general elections to the January 1996 Senate

election. While these VOBM elections technically were special elections, they were more similar to other primary and midterm elections in media coverage and intensity. Both the primary and general Senate elections were competitive particularly since it was the first time since 1968 that an Oregon Senate seat had not been contested by an incumbent. Moreover, the general election was held only 6 weeks after the primary, making the campaign more concentrated and intense. In the end, the Democratic candidate, Ron Wyden, won the election by 1.4% of the vote, or 18,220 out of 1.2 million cast.

As Table 1 shows, differences in turnout between VOBM and PP elections are greatest in low salient elections. Turnout in the presidential election, the special Senate election, and the two presidential primaries conducted was roughly equivalent to the average turnout in comparable elections held at the polling place. However, turnout in the special Senate primary was about 12% higher than the average for other midterm primaries. VOBM elections are also associated with higher turnout in special statewide elections that are either held on special days or are held on one of the nonprimary or nongeneral election days designated by the Secretary of State. These elections are typically held to decide the outcome of ballot measures that qualify for the ballot either through a citizen initiative or a legislative referral. Within the 14-year period under study, nine special statewide elections were held to decide 22 ballot

TABLE 1. Comparing Turnout in Vote only by Mail and Polling Place Elections (1986–2000)*

| | Polling Place | Mail | Difference |
|-------------------------------------|---------------|-------|------------|
| <i>Statewide Races</i> | | | |
| Presidential | 78.2% | 80.0% | 1.8% |
| | (3) | (1) | |
| Midterm General | 69.2% | 66.3% | -2.9% |
| | (4) | (1) | |
| Presidential Primary | 56.1% | 57.6% | 1.5% |
| | (2) | (2) | |
| Midterm Primary | 45.4% | 57.9% | 12.5% |
| | (5) | (1) | |
| Special Statewide (ballot measures) | 37.5% | 44.5% | 7.0% |
| | (4) | (5) | |
| <i>Local Races</i> | | | |
| Candidates and Issues** | 18.7% | 45.2% | 26.5% |
| | (13) | | (13) |

Source: Oregon Secretary of State.

Note: Number of elections in parentheses.

*See appendix for specific elections.

**For these elections, some counties administered vote only by mail elections and other counties held polling place elections. See appendix for description.

measures.³ The elections held by VOBM produced an average turnout that was seven percent higher than those held at the polling place.⁴

To investigate whether VOBM elections produce higher turnout in local elections, which typically attract less interest and less attention than the state-wide elections examined above, we rely on quasi-experimental data. In 13 elections held between 1990 and 1995 for directors of local body governments, most counties held mail ballot elections; a few counties chose to hold polling place elections for administrative convenience or for concern over the integrity of the process.⁵ Therefore, natural control and treatment groups are formed. By looking at just these elections, we can hold constant the effects of the type of election and campaign intensity, both of which may affect turnout. As seen in Table 1, for these 13 elections, average turnout in the VOBM elections was 45.2%, while average turnout in the counties with polling place elections was 18.7%.

Of course, other characteristics of the two groups may vary since they are naturally occurring groups. The seven counties that chose to hold their elections at the polling place in at least 1 of the 13 elections have an average polling place turnout that is about 9% lower than in the counties that opted to conduct the election by mail.⁶ These counties also have a household median income that is lower than the other counties. Nevertheless, the gap in turnout between these groups cannot be explained by these differences alone. Later, when these counties held elections by mail instead of at the polling place, the average turnout in a local election increased to 46% and was not significantly different from the counties that had earlier opted for all mail elections.

These results so far suggest that mail balloting has the potential to increase turnout in elections that typically have low turnout such as local elections. The method of polling produced the biggest difference by far in local elections. The results also suggest that mail balloting will not have the same impact in more highly salient elections where turnout tends to be considerably higher. These findings contrast with those of Southwell and Burchett (2000) who claim that turnout in high profile elections can be expected to increase by about 10%. However, their comparison rests on three VOBM elections and only one of these elections (the special Senate primary) had substantially higher turnout (see Table 1). Compared to the last three presidential elections, turnout in the 2000 election increased by less than two percent despite a VOBM election *and* one of the closest presidential contests in Oregon's history.

MATCHING CENSUS DATA TO VOTING DATA AT THE PRECINCT-LEVEL

While the previous analysis suggests that turnout will increase particularly in local elections, it is not clear whether VOBM elections increase turnout uniformly. In his study of VOBM, Magleby (1987, pp. 84–85) finds a strong correlation (ranging from $r = .96$ to $r = .82$) between turnout in polling place

elections and turnout in local VOBM elections, indicating that the same precincts with low turnout in polling place elections have low turnout in VOBM elections. Finding few significant differences in the impact of demographic variables on the difference in turnout between the two types of elections, Magleby (p. 87) concludes that the “demographic composition of the participants in the two types of elections is not very different.” This conclusion, however, is somewhat tenuous. Even if the same variables predict turnout in mail balloting and in polling booth balloting, this does not demonstrate that mail ballots do not affect the SES composition of the electorate. The composition of the electorate can change as each SES group’s proportion of the voting population changes even if there is a strong correlation between turnout in two types of elections.⁷

As studies of turnout in federal elections show, individuals with higher levels of education and income are more likely to register and to vote. Although Magleby’s (1987) contention is that VOBM elections do not affect the composition of the electorate, his results are confined to local elections. The other studies examining reforms intended to reduce the costs of voting, such as registration requirements and absentee voting, are inconclusive about the effects these reforms have on the composition of the electorate. However, based on the results of studies that show those predisposed to voting are more likely to be advantaged by these reforms, we expect postal voting to increase turnout among the better educated and higher earners. These groups are likely to be predisposed toward voting but may be inconvenienced by the frequency of local elections and, therefore, may not participate. In contrast, lower socioeconomic groups who may be more alienated from the political process are less likely to be mobilized by the convenience of voting by mail. We expect those who are highly mobile, such as renters and younger voters, to be less likely to vote in VOBM elections. We also expect higher turnout among rural voters whose costs of getting to the polls are increased by the distance of polling places and among older voters who may have physical limitations.

To test these hypotheses, we use the voting precinct as our unit of analysis as individual-level data for polling place and VOBM elections do not exist.⁸ The use of aggregate data poses limitations on our ability to draw inferences about individual behavior. For instance, we cannot infer that a voter living in a rural county, holding other factors constant, is more likely to vote in a VOBM election than a voter from an urban center. However, we can draw conclusions about precincts that display particular characteristics based on census data that has been aggregated to the precinct level.⁹

In the following analysis, we compare six elections; half of which were conducted at the polling place and the other half by mail. We match a VOBM election with the most comparable polling place election. Therefore, we compare the special primary and general elections filling Senator Bob Packwood’s

seat in 1995 and 1996 to the preceding primary and general elections held in May 1994 and November 1994. We also compare the presidential primary held in 1992 (polling place) to the 1996 presidential primary (VOBM). Even though the largest impact of VOBM elections appears to be in local elections, we are not able to analyze turnout because no PP elections were held during the period of time for which we have precinct-level data. This “intentional” selection of elections for comparison has the potential drawback of omitting an important variable, such as the timing of the election, that may account for the change in turnout between the two elections.¹⁰ Nevertheless, these cases are matched on the type of election—a variable that has the largest impact on turnout between elections (see Table 1).

We use data from the 1990 census to measure demographic characteristics of the electorate and match these with voting data from precincts. Block groups are the smallest geographical units in which long-form census data (including such variables as education and income) are available. These data have been aggregated to different geographical units and while similar in size do not match up perfectly with one another. However, using Geographic Information Systems (GIS) we are able to obtain precise estimates of the overlap between these geographical units. Using areal interpolation as outlined by Flowerdew, Green, and Kehris (1991, see also Goodchild and Lam, 1980), we reaggregate the census block group data to the voting precinct level.

The process of areal interpolation matches a source area (census block groups) with a target area (voting precincts). Where the source area (A_s) and the target area (A_t) overlap is referred to as an intersection zone (A_{st}). The value of a variable, Y , for a target area will be equal to the weighted average. The weight is the area of the intersection zone:

$$Y_t = \sum_s Y_s A_{st} / \sum_s A_{st}$$

For example, if a voting precinct intersects two block groups and 50% of each block group makes up the voting precinct, the value for the variable for the voting precinct would be the sum of 50% of the total in each block group. However, simple areal interpolation does not adjust for differential population densities and assumes uniform population densities.¹¹

The availability of digitized precinct maps necessary for the areal interpolation, together with the availability of voting data, restricts our analysis to 385 precincts in Jackson, Lane, and Washington counties.¹² Nevertheless, these precincts are in many ways representative of the state as a whole and together comprise about a fourth of the state’s population. Moreover, the average turnout in these precincts closely matches statewide turnout.¹³ These precincts range from a total population of 16 to 4,262 persons, with a median of 1,497; the

geographic size ranges from .02 square miles to 830 square miles, with a median of 20 square miles.

We have constructed several variables from the areal interpolation that characterize the social and demographic makeup of the precincts. These variables are also related to the hypotheses we wish to test. To examine the effects of mobile voters, we use the percent of renters in a precinct and the median age of residents in the precinct. The socioeconomic makeup of the precinct is measured by median income and the percent with a college degree. The percent of the precinct living in rural areas is used to test whether distance from a polling place has an effect on turnout difference. As an indicator of the racial makeup of the precinct, we use the percent who identify themselves as nonwhite in the census. To measure ethnicity, we rely on the percent in the precinct that identify as Hispanic.

To identify changes in the composition of the electorate, we estimate a model that predicts change in turnout between a VOBM election and a comparable polling place election. One method of estimating change would be to use demographic characteristics of the precinct to predict the difference between turnout in VOBM elections and a comparable PP election as Magleby (1987) has done in his analysis. However, because observed changes between PP and VOBM may be due to regression toward the mean turnout and cannot be distinguished from true change, this method is undesirable (Markus, 1979, p. 47). The preferable method is to estimate turnout in VOBM elections as a function of turnout in a comparable PP election and include separate terms that identify the demographic makeup of the precincts. Our models are estimated as follows:

$$Y_{\text{VOBM}} = a + \beta_1 * Y_{\text{PP}} + \beta_2 * X_{\text{RURAL}} + \beta_3 * X_{\text{NONWHITE}} + \beta_4 * X_{\text{HISPANIC}} + \beta_5 * X_{\text{COLLEGE}} + \beta_6 * X_{\text{RENT}} + \beta_7 * X_{\text{AGE}} + \beta_8 * X_{\text{INCOME}}^{14}$$

Thus, the estimated coefficients will indicate what sociodemographic characteristics contribute to higher or lower turnout in VOBM elections, holding constant turnout in a polling place election. For example, a statistically significant negative coefficient for percent nonwhite would indicate that as the percent of nonwhites in a precinct increases, turnout in the VOBM election decreases. For another example, if the coefficient for percent of renters in a precinct is negative and significant, we would expect that as the percent of renters increased in a precinct, turnout in the VOBM election would decrease holding constant turnout in a polling place election. A non-significant coefficient would indicate that the variable does not contribute to a difference in turnout between PP and VOBM elections. In sum, if there were no group differences in turnout between polling place and VOBM elections, the effects of social or economic

characteristics of precincts should not be significant once turnout in a similar polling place election is controlled for.

RESULTS

For all but one model, the results reported in Table 2 show that as the education levels, median age, and median income in a precinct increase, turnout in VOBM elections also increases when holding constant PP turnout. However, as the percent of nonwhite residents increases, turnout in VOBM elections is expected to decline. This is the case for both Democrats and Republicans in their respective primaries (although the coefficients for income are not significant in the Democratic primaries). Thus, the positive coefficient of .36 for percent college graduates in the special Senate election indicates that as the proportion of college graduates increases by 10%, turnout in VOBM elections is expected to increase by 3.6%. The significant negative coefficients for percent nonwhite residents in four of the five models indicates that as the percent of nonwhite residents increases by 10%, turnout in the VOBM election, controlling for the PP election, will decrease by 2 to 7% (depending on the type of election). Taken together, these results suggest that the affect of VOBM on the composition of the electorate is not uniform. Although we use aggregate data on a small sample of elections, our results suggest that the composition of the electorate changes in important ways that are consistent with our expectations that VOBM elections will not mobilize groups that traditionally participate at lower rates.

The results from the special Senate election also suggest that precincts with a higher percentage of renters are more likely to experience a decline in turnout in VOBM elections. This is also consistent with expectations because renters are typically more mobile which makes the delivery of the ballot more difficult. In the other models, however, the coefficient for renters is not significant and in two of the cases not in the expected direction.

While we must be careful in drawing inferences about individual behavior from these precinct data, they nonetheless suggest that VOBM increases turnout among those groups already most likely to vote—those who are white, educated, older, and have high incomes.¹⁵ This is consistent with our expectations that the primary appeal of voting by mail is that it makes voting more convenient for those who are inclined to vote. However, convenience alone will not do much to increase the participation rates among groups who are either uninterested or alienated from the political process and therefore do not vote.

Survey data collected by the Center for Political Studies (CPS) following the Oregon special Senate election support these inferences revealing that respondents who were younger, had lower levels of education, and were newly arrived in the state were less likely to vote (Traugott, 1996, p. 6). We must

also note that contrary to our expectations, rural precincts, where voters must travel farther to a designated polling place, did not experience an increase in turnout except in the case of the Republican presidential primary where the coefficient is positive and approaching statistical significance. Although counter-intuitive, this finding is further substantiated by the CPS data which indicate that people living in Portland and the suburbs are more likely to say that mail balloting is more convenient than those living in rural areas (Traugott, p. 21).

DISCUSSION

Our analysis of aggregate turnout data show that while VOBM increases turnout, the most substantial effects on turnout are in local elections. These low stimulus elections, when conducted by mail are likely to expand the pool of voters to include those who already participate in high stimulus elections but cannot be bothered to go to the polls in low saliency elections. This conclusion, which supports a common theme in the recent research on political participation, is given more weight when examining the precinct-level returns and demographic characteristics. When controlling for polling place turnout in the precincts, voting only by mail appears to advantage those groups that are advantaged in other elections. Therefore, our evidence suggests that VOBM elections increase turnout especially among those groups already likely to vote in high stimulus elections.

We have not considered all factors that influence participation in our analysis. For example, party mobilization contributes significantly to turnout (Rosenstone and Hansen, 1993). In an analysis of absentee voting, Oliver (1996, p. 499) finds that when parties or other mobilizers send out pre-filled absentee ballot applications to their supporters, they are more likely to register as an absentee voter and consequently are more likely to vote. The difference, however, with all-mail ballot elections is that it makes it easier for more voters, not just targeted supporters, to participate. Since it requires less effort to return a ballot than it does to register or request absentee status, mobilization of registered voters is less of a factor in this analysis.

Our ability to generalize from Oregon's experience may be limited by the relatively small number of high profile elections conducted by mail. In addition, the VOBM experience may be different in states that are more diverse and have historically lower voter turnout. The effectiveness of VOBM elections on increasing turnout, as our analysis suggests, may depend on the socioeconomic status of a state's population. Oregon's experience with VOBM elections gives us reasonable confidence that the convenience associated with VOBM will offset the increased costs of obtaining information in these low salience elections. We might expect the costs of voting to be further reduced if the state pays for the costs of returning the ballot.¹⁶ Because VOBM remedies just the inconvenience

TABLE 2. Estimating Differences in the Composition of the Electorate in Precincts Between Vote only by Mail and Polling Place Elections

| | Presidential Primary (1996)†† | | Special Senate Primary (1995) | | Special Senate (1996) |
|--|----------------------------------|------------------|----------------------------------|----------------------------|-----------------------------|
| | Republican | Democrat | Republican | Democrat | All Voters |
| Constant | .26** (.05) | .04 (.07) | .18** (.03) | .29** (.03) | .34** (.03) |
| Rural % | .02 ^b (.01) | -.01 (.02) | -.01 (.01) | -.01 (.01) | -.01 (.01) |
| Nonwhite % | -.69** (.18) | -.30 (.23) | -.32** (.09) | -.21 ^a (.11) | -.38** (.09) |
| Hispanic % | .20 (.25) | -1.05** (.32) | .36** (.09) | -.09 (.10) | .40** (.08) |
| College graduate % | .28** (.06) | -.10 (.09) | .14** (.04) | .13** (.05) | .36** (.04) |
| Rent % | .00 (.07) | .08 (.09) | -.03 (.04) | -.03 (.05) | -.08* (.04) |
| Median age (in 10s) | .06** (.01) | .05** (.01) | .03** (.01) | .02** (.01) | .02** (.00) |
| Median income (in 10,000s) | .01 ^a (.01) | .01 (.01) | .01** (.00) | .00 (.00) | .01** (.00) |
| Polling place turnout in comparable election ^a | .173** (.048) | .69** (.09) | .56** (.03) | .59** (.03) | .23** (.02) |
| N | 180 | 180 | 385 | 385 | 385 |
| Adj R ² | .60 | .52 | .70 | .64 | .62 |

Source: Bureau of Census, Summary Tape File 3 and Washington, Lane, and Jackson County clerks.

Note: OLS coefficients. Dependent variable is turnout in VOBM elections. Standard errors are in parentheses.

†Presidential Primary (1992), Midterm Primary (May 1994), Midterm General (November 1994).

††Includes precincts from only Lane and Jackson counties.

**Significant at $p < .01$.

*Significant at $p < .05$.

^a $p = .05$

^b $p = .06$

of getting to the polling booth on a specific day, voting only by mail will tend to mobilize those who do not vote because of the inconvenience.

Acknowledgments. Data are available from the authors on request. Funding for this research was provided by the American Political Science Association Small Research Grant Program and the Research Council at Oregon State University. This research

was completed while at Oregon State University and the University of Waikato, New Zealand. We are grateful to Rustin Dodson for his help with the areal interpolation of census data and to Todd Donovan and the anonymous reviewers for helpful comments. We also wish to thank those county election officers who provided digitized maps and precinct data. We are responsible for the interpretation and analysis of the data. Authorship is equal.

APPENDIX

Sample of Elections used in Table 1

Presidential

Polling Place: 1996, 1992, 1988

Vote only by mail: 2000

Midterm General

Polling Place: 1998, 1994, 1990, 1986

Vote only by mail: January 1996

Presidential Primary

Polling Place: 1992, 1988

Vote only by mail: 2000, 1996

Midterm Primary

Polling Place: 1998, 1996, 1994, 1990, 1986

Vote only by mail: December 1995

Special Statewide (ballot measures)

Polling Place: May 1997, May 1989, June 1989, November 1993

Vote only by mail: June 1993, May 1995, May 1997, November 1997, November 1999

Local Candidates and Issues

Polling Place: March 1995, September 1994, March 1994, September 1993, May 1993, March 1993, September 1992, June 1992, March 1992, June 1991, May 1991, March 1991, March 1990

Vote only by mail: April 1996, March 1995, September 1994, March 1994, September 1993, May 1993, March 1993, September 1992, June 1992, March 1992, June 1991, May 1991, March 1991, March 1990

NOTES

1. May of 1986 was chosen since it predated the expansion of VOBM to all special elections.
2. We use voter registration lists as the denominator in our turnout estimates. Following the implementation of the National Voter Registration Act in 1995, names can no longer be removed from the registration rolls if voters have not voted. This introduces the possibility that the number of registered voters includes persons who no longer live in the county, which would lead us to underestimate turnout. Our dataset contains 13 elections since the implementation of NVRA. Eight of these elections are VOBM. Therefore, any observed changes in turnout between methods of election before and after 1995 are likely to be

conservative. Population estimates from the census could be used as an alternative measure, but since these don't vary over time they will be less reliable than voter registration lists. For primaries, we calculate turnout as the percentage of registered Democrats and Republicans casting ballots.

3. These measures covered a diverse range of issues such as the adoption of a sales tax, urban renewal, the right to die, use of state lottery funds, and nuclear waste disposal.
4. This difference cannot be attributed to differences in the number of measures appearing on the ballot. In a special election held by VOBM on November 2, 1999, nine measures appeared on the ballot but turnout was the lowest (41.8%) of any VOBM special statewide election.
5. Under the 1987 VOBM statute, county clerks were given discretion over the method of election. Given the complexity of these elections (overlapping local government districts) and their available computer system, some county election officials felt more comfortable with the traditional polling place elections. Other Oregon counties optically scan ballots which makes VOBM elections more cost effective (phone interview with Doyle Shaver, Douglas County Clerk, February 8, 1999). In the case of Malheur County, the county clerk wanted to avoid sending ballots to persons living across the border in Idaho who had a postal address in Oregon. This problem was later resolved (e-mail correspondence with Deborah DeLong, Malheur County Clerk, February 10, 1999).
6. These counties are Douglas, Hood River, Jefferson, Klamath, Matheur, Polk and Union.
7. To illustrate, imagine we have four SES quartiles, each with one fourth of the electorate, and that the turnout rates (from highest SES group to lowest) are 40%, 30%, 20%, and 10% of the electorates, respectively. Now, let us have a mail ballot such that turnout rates of every group change in accordance with Magleby's (1987, p. 84) best fitting model: $.99x - 6.31$ (where x is turnout in the polling place election and y is predicted turnout in the VOBM election). Now the proportions of the electorate will be 45.1%, 31.7%, 18.3%, and 4.9%, respectively. The lowest turnout groups are even less represented than before, and the highest turnout group is more represented.
8. Although Traugott (1996) and Southwell and Burchett (1997) use survey data to determine the characteristics of the Oregon electorate participating by mail in the special general election for the U.S. Senate, no comparable data exist on polling place elections. Therefore, it is difficult to determine whether the electorate differs in any significant way from a polling place electorate.
9. The use of aggregate data to examine variations in voter turnout across spatial and temporal units is not unusual. For example, Dubin and Kalsow (1996) use county-level data to examine the impact of demographic factors on absentee voting from November 1962 through November 1994. In an analysis of early voting in Texas, Stein and Garcia-Monet (1995) rely on county-level indicators such as the percentage of adult population Hispanic and median home value to explain the percent of county vote cast early.
10. An alternative explanation for any observed differences between the 1992 and 1996 presidential primary, would be the timing of the 1996 presidential primary which was moved forward from the traditional third Tuesday in May to the second Tuesday in March so that Oregon would play a more decisive role in electing the parties' nominees. Ballots were mailed out February 21–23, 1996, and were to be returned no later than March 12, 1996. However, the change in the timing of the primary did not have the desired effect, as other states also moved their primaries forward leading candidates to concentrate their efforts in other states, particularly in the south. For more information on intentional samples and matching observations see King, Keohane, and Verba, 1994 (pp. 200–206).
11. For a full explanation of areal interpolation, see Flowerdew, Green, and Kehris (1991) and Goodchild and Lam (1980).
12. Of the 36 counties in Oregon, only seven could make available digitized maps of precinct boundaries. For the selected elections, only these counties reported the number of registered

voters by party by precinct. Counties changed the boundaries of some of their precincts during this time. These changes, which affected a relatively small number of precincts, necessitated their removal from the analysis. As Washington County did not report the number of registered voters by party by precinct for the presidential primary in 1992, we were unable to include that county's precincts in that part of the analysis.

13. Washington County is in the northwest part of the state and includes the west side of Portland and the suburbs of Beaverton, as well the rural areas west of Portland. Lane County is located in the western middle of the state, stretching from the Pacific Ocean to the Cascade Mountain Range. Although mostly rural, the county includes the city of Eugene, which has a the second largest metropolitan area in the state and is the home of the University of Oregon. Jackson County is in the southwestern part of the state and includes the city of Medford.
14. This model is similar to a lagged endogenous variable model where Y_{FP} is analogous to Y_{I1} and Y_{VOBM} is analogous to Y_{I2} . This model is a conservative test of the effects of the other independent variables as the presence of turnout in the previous polling place election will tend to dominate any other effects.
15. These findings also complement those of Brians and Grofman (1999) who find that relaxing registration requirements principally benefits middle class citizens rather than improving turnout among citizens who are initially the least participatory. The greatest increase in turnout was experienced by the middle-income and high school-educated groups. To test for curvilinear effects, we estimated our models using logged terms for percent college educated, median income, and median age. While these logged terms were significant, they did not alter the explained variance or the significance of other variables in the model. Therefore, for ease of interpretation, we report the unlogged coefficients.
16. Oregon voters had to pay the postage to return their ballots. Traugott (1996) finds that respondents who had stamps in their home at the time of the interview were more likely to vote than those who did not.

REFERENCES

- Brians, Craig L. and Grofman, Bernard (1999). When registration barriers fall, who votes? An empirical test of the rational choice model. *Public Choice* 99: 161–176.
- California Secretary of State (1996). *Election statistics*. [On-line]. Available: http://www.ss.ca.gov/elections/elections_u.htm.
- Calvert, J., and Gilchrist, J. (1993). Suppose they held an election and almost everybody came! *PS: Political Science & Politics* 24: 695–700.
- Census of Population and Housing (1990). Summary tape file 3 on CD-ROM [machine-readable data files] / prepared by the Bureau of the Census. Washington: The Bureau [producer and distributor], 1992.
- Downs, Anthony (1957). *An Economic Theory of Democracy*. New York: Harper & Row.
- Dubin, Jeffrey A., and Kalsow, Gretchen A. (1996). Comparing absentee and precinct voters: a view over time. *Political Behavior* 18: 369–411.
- Flowerdew, Robin, Green, Mick, and Kehris, Evangelos (1991). Using areal interpolation methods in geographic information systems. *Papers in Regional Science* 70: 303–315.
- Goodchild, Michael F., and Siu-Ngan Lam, Nina (1980). Areal interpolation: A variant of the traditional spatial problem. *Geo-processing* 1: 297–312.
- Hamilton, Randy (1988.) American all-mail balloting: a decade's experience. *Public Administration Review* 48: 860–866.

- Jeffe, Douglas, and Jeffe, Sherry Bebitch (1990). Absence counts: voting by mail. *The American Enterprise* November/December: 19–21.
- Karp, Jeffrey A., and Banducci, Susan A. (in press). Absentee voting, participation, and mobilization. *American Politics Quarterly*.
- King, Gary, Keohane, Robert O., and Verba, Sidney (1994). *Designing Social Inquiry*. Princeton, NJ: Princeton University Press.
- Magleby, David B. (1987). Participation in mail ballot elections. *Western Political Quarterly* 41: 79–91.
- Markus, Gregory (1979). *Analyzing Panel Data* (Sage University Paper Series, Quantitative Applications in the Social Science). Beverly Hills, CA: Sage.
- New Zealand Press Association. (1997, December 2). Technology may change the way we vote.
- Oliver, J. Eric (1996). The effects of eligibility restrictions and party activity on absentee voting and overall turnout. *American Journal of Political Science* 40: 498–513.
- Oregon Secretary of State (1998). *Estimates of financial impact, state ballot measures* [On-line]. Available: <http://www.sos.state.or.us/elections/nov398/other.info/fiscal.htm>.
- Oregon Secretary of State (1996). *Official election participation statistics. November 5*. [On-line]. Available: <http://www.sos.state.or.us/elections/nov596/other.info/totbycty.htm>.
- Piven, Frances Fox, and Cloward, Richard A. (1988). *Why Americans Don't Vote*. New York: Pantheon Books.
- Riker, William H., and Ordeshook, Peter C. (1968). A theory of the calculus of voting. *American Political Science Review* 62: 25–42.
- Rosenfield, Margaret (1995). *All Mail Ballot Elections. Innovations in Election Administration*. Washington, DC: The National Clearinghouse on Election Administration/Federal Election Commission.
- Rosenstone, Steven J., and Hansen, John Mark (1993). *Mobilization, Participation, and Democracy in America*. New York: Macmillan Publishing Company.
- Southwell, Priscilla L. and Burchett, Justin (2000). The effect of all-mail elections on voter turnout. *American Politics Quarterly* 28: 72–79.
- Southwell, Priscilla L., and Burchett, Justin (1997). Survey of vote-by-mail senate election in the state of Oregon. *PS: Political Science & Politics* 30: 53–57.
- Stein, Robert M., and Garcia-Monet, Patricia A. (1995). Voting early but not often. *Social Science Quarterly* 78: 657–671.
- Teixeira, Ruy A. (1992). *The Disappearing American Voter*. Washington, DC: The Brookings Institution.
- Traugott, Michael W. (1996). *Report on the characteristics of the Oregon electorate participating in the special general election for the U.S. Senate on January 30, 1996*. Ann Arbor, MI: Institute for Social Research.
- Washington Secretary of State (1996). *Election Statistics* [On-line]. Available: <http://www.wa.gov/sec/elections.htm>.
- Wolfinger, Raymond E., and Rosenstone, Steven J. (1980). *Who Votes?* New Haven: Yale University Press.

City of Bethel Action Memorandum

| | | | |
|-------------------------|---------------|----------------|-----------------------|
| Action memorandum No. | 16-20 | | |
| Date action introduced: | March 8, 2016 | Introduced by: | Council Member Herman |
| Date action taken: | | Approved | Denied |
| Confirmed by: | | | |

Approve the Administrative Leave Request for the City Clerk, April 5-8, 2016, to Attend a Government Social Media Conference.

| Route to: | Department/Individual: | Initials: | Remarks: |
|-----------|-----------------------------------|-----------|----------------|
| | Finance Director | HM | Funds Budgeted |
| | Acting City Manager Pete Williams | PW | |

Attachment(s): None

| Amount of fiscal impact: | | Account information: |
|--------------------------|---|----------------------|
| | No fiscal impact | |
| Approximately \$1,665.00 | Funds are budgeted for. | 10-52-545 |
| | Funds are not budgeted. Budget modification is required. | |

The City Clerk, as the Public Information Officer for the City Council, is focused on improving the image of the organization through community involvement. One solution many local governments are turning to is social media. If the City Council believes it would be beneficial to expand social media within the organization, they should approve this administrative leave request to provide the necessary training to the primary administrator of the social media page.

The Office has had communications with Administrative Staff, Council Members and members of the public, who believe the use of social media, specifically, Facebook, would prove to be a useful tool to disseminate public information.

Facebook is a widely used social media forum in the YK Delta and may be the best outlet to keep the community members informed of City of Bethel business. The City Clerk's Office has opened a Twitter page and now has 34 followers, most of which are other agencies. Although Bethel Bargains attracts a different kind of user, they have 9,727 members on Facebook. What makes Facebook such a popular forum for the Delta? It could be due to its interactive nature as it allows for dialogue and conversation, therefore fostering user participation.

City Clerk's Office Concerns –Social Media

The City Clerk's Office has been reluctant to open a Facebook page for a number of reasons.

City of Bethel Action Memorandum

| | | | |
|-------------------------|---------------|----------------|-----------------------|
| Action memorandum No. | 16-20 | | |
| Date action introduced: | March 8, 2016 | Introduced by: | Council Member Herman |
| Date action taken: | | Approved | Denied |
| Confirmed by: | | | |

First Amendment Rights

There have been a number of legal questions related to an individual's First Amendment rights being violated by a local government removing a post. When someone posts something negative to a Facebook page, it is important for the administrator of the page to know the process to take to ensure pulling the post from public view is the right course of action.

There are additional legal concerns when employees of the City are posting items to a page on their own personal time. It is important to recognize that the City will not be able to restrict the employees' First Amendment rights to comment on matters of public interest.

Political Activities and Violations of the Open Meetings Act

State law says that elected officials and staff may not use public resources for personal or campaign purposes. What does the City do when a paid political advertisement appears adjacent to the City's Facebook page? Although it wouldn't be paid for by the City, some users may assume that the City is providing the endorsement. Additionally, what limitations do the committee/commission members and council members have on posting to the City's page? It is a requirement of law that the public have an opportunity to address decisions of the Council before the decisions are made.

Public Records Act

The Public Records Act has been the main concern for the City Clerk's Office. Is a written conversation through a social media site a public record? Communities around the State take a different perspective on this issue. Some believe it is a public record and must be retained, other do not.

Another question is whether content posted on the social media site is a public record that the City is obligated to produce in response to a request for information. Additionally, if the City can see information on "friends'" sites that others cannot and we receive a request for information on an agency's "friend's" page, what would our legal obligations be?

City of Bethel Action Memorandum

| | | | |
|-------------------------|---------------|----------------|-----------------------|
| Action memorandum No. | 16-20 | | |
| Date action introduced: | March 8, 2016 | Introduced by: | Council Member Herman |
| Date action taken: | | Approved | Denied |
| Confirmed by: | | | |

If the City of Bethel determines that posts on a social media site constitute a public record, what does the City Clerk's Office do to capture and archive the social media content?

Restrictions on Posting by Employees

If the City does progress to a Facebook page or other social media outlet as a means to improve community outreach, what can and should be posted? The City Clerk's Office currently uses Twitter to inform the followers of upcoming Council activities as well as actions on legislation. This information would be of interest to a wider population, but the information is not being disseminated effectively though Twitter due to the lack of followers. The organization could effectively provide other information to the community such as job vacancies, utility disruptions, committee/commission activities, crime prevention and police assistance, high water notices at the port, as well as community emergency correspondence.

Staff Time

If the City determined social media would be an effective tool, a group of individuals would need to be designated to establish a policy for the use of social media and trained on how to effectively use the social media options. If Administration is not able to designate two to three people to work with the City Clerk as administrators for the sites, the initiative will not work.

How will the City benefit from the Conference?

There are clear benefits when local governments use social media; there are significant drawbacks when the social media pages are not used appropriately. For years, the City Clerk's Office has had legitimate concerns surrounding the organization's use of social media sites, however recognizing the benefits, it may be time for the organization to consider adapting to this trend.

The Government Social Media Conference focuses on government use of social media and provides guidance specific to government agencies. The first Government Social Media Conference was held in 2015 was attended by a number of municipal clerks from the State who, after the conference, felt much more prepared to kick off the social media page for their City.

Conference Topic of Interest to the City:

City of Bethel Action Memorandum

| | | | |
|-------------------------|---------------|----------------|-----------------------|
| Action memorandum No. | 16-20 | | |
| Date action introduced: | March 8, 2016 | Introduced by: | Council Member Herman |
| Date action taken: | | Approved | Denied |
| Confirmed by: | | | |

- Guidelines for establishing a social media policy that works best for our organization;
- Solutions to legal concerns on the use of social media;
- Managing the content on a social media site when there is a community disaster;
- Strategies for creating a social media outlet for law enforcement;
- Effective tools to engage the community and their positive interaction on the social media site;
- Best practices for elected and appointed officials in their use and access to the City's social media page;
- Solutions and guidelines on handling negative social media posts.

If the City determines, this social media presence is in its best interest it is important for the staff to be educated on how to use the social media tools to the fullest potential while mitigating any liabilities.

If this Action Memorandum is approved by the majority of the City Council, the City Clerk will work closely with administration to develop a plan of action on what social media sites would be best for the City to use as well as to establish a social media policy and a procedure for the use of all social media sites.

Peer Communities in Alaska (pop. 4,000-9,700).

| Communities | Facebook | Twitter | LinkedIn |
|----------------------------------|----------|---------|----------|
| North Slope Borough | X | X | X |
| Northwest Arctic Borough | X | No | X |
| City and Borough of Sitka | X | No | No |
| City of Homer | X | No | No |
| City of Ketchikan | No | X | X |
| City of Kodiak | X | X | No |
| City of Palmer | X | X | No |
| City of Soldotna | X | X | X |
| City of Unalaska | X | No | X |

City of Bethel Action Memorandum

| | | | |
|-------------------------|---------------|----------------|-----------------------|
| Action memorandum No. | 16-20 | | |
| Date action introduced: | March 8, 2016 | Introduced by: | Council Member Herman |
| Date action taken: | | Approved | Denied |
| Confirmed by: | | | |

| | | | |
|------------------------|---|----|----|
| City of Valdez | X | X | No |
| City of Wasilla | X | No | No |

City of Bethel Action Memorandum

| | | | |
|-------------------------|----------|-----------------------------------|---------------------------------|
| Action memorandum No. | 16-21 | | |
| Date action introduced: | 3-8-2016 | Introduced by: | Ann K. Capela |
| Date action taken: | | <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| Confirmed by: | | | |

Action Title: Bethel Police Officer retention plan.

| Route to: | Department/Individual: | Initials: | Remarks: |
|-------------------------------------|------------------------|---|--------------------|
| <input checked="" type="checkbox"/> | Police Department |  | Recommend Approval |
| <input checked="" type="checkbox"/> | Finance Department | HM | Recommend Approval |
| <input type="checkbox"/> | | | |
| <input type="checkbox"/> | | | |
| <input type="checkbox"/> | | | |

Attachment(s): Memorandum regarding Police Officer Retention Plan

| Amount of fiscal impact: | | Account information: |
|--------------------------|---|----------------------|
| | No fiscal impact | |
| \$22,157.00 | Funds are budgeted for. | 10-61-501 |
| | Funds are not budgeted. Budget modification is required. | |

Over the last decade, the staffing of sworn police personnel at the Bethel Police Department has been inconsistent and rocky at best. Recently over the past few years, the difficulty of filling and retaining qualified personnel has been compounded by the cost of living and direct competition from other off road system agencies throughout Alaska, and more recently with agencies on the road system.

The Bethel Police Department has developed a retention plan that will hopefully address some of the issues on retaining qualified and trained staff locally. This plan does not require any budget modification to the current budget of the police department and would be funded by currently salary savings.

We envision that the retention plan, combined with new hire starting pay modification and creative scheduling proposal will address some of the retention and recruitment crisis we will be soon facing if nothing is done.

The current police officer staffing effective 4/1/2016: Police Sergeants (3), Certified Police Officers (2), Police Officer Recruits (2 at academy), and (1) Police Chief. A total of 8 of the 14 staffed sworn positions (6 sworn positions that can patrol Bethel).

We urge you to review and approve the proposed retention plan.

CITY OF BETHEL
POLICE DEPARTMENT



DATE: March 1, 2016

TO: Ann Capela, City Manager

FROM: Andre Achee, Chief of Police 

RE: Police Officer Retention Plan

Over the past several years the Bethel Police Department has had difficulty recruiting and retaining police officers. The low patrol staffing has a direct effect on the responses to various types of calls for service that police officers respond to daily.

Over the past decade we have tried various options to improve staffing of Bethel police officers. Various incentive programs have been introduced to assist with the recruitment of police officers. Some of these programs proved successful on recruiting officers, but fell short on the retention of these officers.

Bethel, like most off road system communities, is a difficult environment to work and live in. The factors contributing to this includes remoteness, cost of living, transportation and social outreach. It takes a special type of individual to not only live here, but to be able to work here as well.

The difficulty in filling and retaining police officer positions is compounded by the required regulatory checks police officers must meet and pre-employment requisites candidates must satisfy prior to employment.

Recruitment and retention is not just a Bethel or rural Alaska issue, it has been a hot topic of discussion in the entire state of Alaska and nationally.

Over the past 10 years, the difficulty in retaining and recruiting police officers for the City of Bethel has been well documented. Though we have tried several incentive programs to solicit interest in becoming a police officer, the one area that has not changed is the police officer pay scale. This pay scale has remained unchanged in the past decade.

Though a starting (new hire) police officer can be placed anywhere in the pay scale at the discretion of the department head (chief of police); a current police officer cannot be advanced forward within their pay scale because of limitations set forth in the collective bargaining agreement.

In the past, a department head hired new police officers at a starting salary higher than the salaries of current police officers, who were additionally tasked with training the new hires with less experience and certifications than their trainer. This created a separation within the ranks and diminished the already low morale of the police personnel.

My goal is simple, to bring existing police officers to a competitive level with what most public safety / criminal justice agencies are offering in rural Alaska. The average wages are between \$30.00 to \$35.00 an hour (not including benefits).

I feel this would help with the retention of current police officers in keeping the knowledge and expertise they attained here, working for the Bethel Police Department. Additionally, future police officers would have a competitive wage that would allow them to afford to live in Bethel.

This retention plan would not require any budget modification approval from City Council. The currently salary savings (as of March 1, 2016) is \$168,000.00. If the plan is approved, effective April 1, 2016, it would only affect the current salary budget by \$22,157.00 for the remainder of the fiscal year. The salary changes will be continued to be worked on for the upcoming fiscal year.

Currently, when this retention plan takes place, the Bethel Police Department will have three (3) police sergeants, (2) certified police officers, (2) recruit police officers (at academy) and a police chief patrolling the City of Bethel.

The retention plan would increase the (3) police sergeants and (2) police officers (APSC certified) salary no more than 30%, or their maximum pay rate in their salary scale. (2) Police sergeants will receive approximately a 30% increase, (1) police sergeant approximately 10% (maximum) and (2) certified police officers approximately 30%.

Once we have taken care of our current staff, we can concentrate our efforts on recruiting future police officers with the hopes of maintaining a stronger commitment to the community and department by providing them with fair compensation for working, living, and being a part of Bethel.

Mayor's Report

City Manager's Report

Management Team Reports

PORT OF BETHEL

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



TO: Ann Capela
FROM: Peter A. Williams- Port Director
SUBJECT: - Febuary,2016 Managers Report
Out of the office from March 4 to March 8,2016

PORT ADMINISTRATION ACTION ITEMS AND ACTIVITIES

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

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

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

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

Peter Williams
Port Director

-

MEMORANDUM



DATE: February 29, 2016

TO: Ann K. Capela, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – March 8, 2016 Bethel City Council Meeting

Grant Applications

State Homeland Security Program

I prepared and submitted an FY 2016 State Homeland Security Program grant application that requested \$429,816 to fund: (1) Radios – portable and mobile, (2) videocameras and related servers, (3) hand carry foam fire extinguishers, and (4) two portable light banks.

SAFER Grant

I am working with the Fire Department to prepare a Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The City will request funding to pay for 2-4 full-time Firefighter/EMT positions. A resolution will be brought before City Council on March 8, 2016 with more details.

Bethel Truck Dump Site

The City of Bethel was able to add two sewer trucks to the scope of the Sewage Lagoon Truck Dump Site Project, such that the prospective 45% USDA-RD grant ratio applies. The City must either come up with 55% cash match from a non-federal source or borrow from USDA-RD.

Sewage Lagoon Rehabilitation

The City is pursuing funding for dredging, baffle replacement, berm repair, and other small improvements from EPA and the State Department of Environmental Conservation. The amount of funding available at present is about \$4,400,000. The City will first receive \$150,000 grant in order to pay for pre-construction activities (engineering, permitting, business plan). Once the pre-construction documents are completed, the City will be eligible to receive the large capital amount.

RFBs and RFPs

Bus Shelters

I prepared and issued the Request for Bids for the City's purchase of 10-15 bus shelters. The plan is for the shelters to be shipped to Bethel and erected at select locations in which the public bus shelters can double as shelters for school children.

Sewage Lagoon and Truck Dump Site

I am preparing the Request for Proposals for an engineering firm to complete all pre-construction activities for the Sewage Lagoon Rehabilitation Project: design of truck dump site replacement, design of dredging and baffle replacement, permitting, inspections, and project management. Once completed, the City will go out to bid to hire a contractor.

**City of Bethel
Grant Summary
Calendar Year 2015-16**

Preparing

| Sponsor | Name | Products/Services | City Depts. (Partners) | Date | \$ Grant \$ City Match |
|--|--|--|-------------------------------|-------------|--|
| Federal Emerg. Management Agency | Staffing for Adequate Fire and Emerg. Response | 2-4 Firefighter/EMT positions for two years. | Fire | 3/25/16 | \$133,776 |
| United States Dept. of Agriculture-Rural Development | Wastewater Program | Replacement of Truck Dump Site | Public Works | On-going | \$1,575,000 \$1,925,000 |
| Environmental Protection Agency & AK Dept. of Environmental Conservation | Wastewater Grant Program | Design, inspections, permitting, dredging, baffle replacement. | Public Works | On-going | \$150,000 + \$4,200,000 0 match |
| Alaska Public Entity Insurance | Grant | Playground surface material | Parks & Rec. | Feb. 2015 | \$10,000 |
| Alaska Public Entity Insurance | Grant | Safety equipment/supplies | Public Works | Feb. 2015 | \$1,000 0 |

Submitted in Calendar Year 2015

Most recent first

| Sponsor | Name | Products/Services | City Depts. | Date | \$ Grant \$ Match |
|--|--|--|--|-------------|--------------------------|
| AK Division of Homeland Security and Emerg. Mgmt. | State Homeland Security Grant | Radios, videocameras, foam extinguisher, portable light banks. | Police Fire Public Works Port | 2/19/16 | \$429,816 0 |
| Alaska Dept. of Transportation and Public Facilities | SFY 2017 AK Community Transportation Grant | Transit operations and admin. | PW- Transit | 12/11/15 | \$331,177 \$80,580 |
| Total | | | | | \$760,993 |



CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Phone: 907-543-2047

TO: City Manager
FROM: Human Resources
SUBJECT: February 2016 Manager Report

DATE: March 1, 2016

Position Descriptions:

Continuing to work on City descriptions and standards to assist in recruitment efforts, as well as ensuring the City is maintaining positions relative to PERS obligations, City budget line items/allocations and the CBA-defined position classifications. Exploring opportunities to mentor employees in-house and provide career progression opportunities.

Policies and Procedures:

Continuing to collect historical/current policies in efforts to delete superceded/aged policies and ensure all employees aware of policies currently in effect. Policies will be provided as supplements to the Employee Handbook. Following broad deployment of the Handbook to all supervisors to make available to their personnel, individual policies will be distributed as they are collected and/or edited and re-adopted.

Acting HR Manager:

During the HR Manager's absence (through February 19), Christina Him served as Acting HR Manager. Her diligence ensured that all time-sensitive personnel paperwork and processing remained on-track.



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 1, 2016
TO: Pete Williams, Acting City Manager
FROM: Bill Howell, Fire Chief
SUBJECT: February 2016 Management Report

Current Events

- The Department was pleased to provide EMS standby for the visiting Secretary of Energy, Governor Walker and the Congressional delegation on their trip to Oscarville. The Bethel Fire Department, YKHC EMS, Life Med and the National Guard developed an EMS response and evacuation in the event of a medical emergency
- The Department in cooperation with the Public Safety and Transportation Commission developed recommendations to the Council regarding staffing in the Fire Department. We are coordinating with administration to determine budgetary requirements for the recommendations. The recommendation is attached to this report.
- On 02/13/16 – 02/14/16 the Fire Department hosted the National Fire Academy Leadership I for Fire and EMS: Strategies for Company Success course at the station. Department staff and volunteers received leadership training in the areas of decision-making, problem solving, planning and communication skills for Fire Service Company Officers. A letter from the instructor of this class is attached to this report.
- The Department, in coordination with administration met with Doug Brown of Brown Insurance Agency and now has all department vehicles insured at their full replacement value.
- The Department continues to work with administration and businesses to ensure compliance with State and City fire and life safety code as it pertains to licensure for alcohol sales. The Fire Chief attended the Planning Commission meeting on February 2, 2016 regarding alcohol sales applications.

Emergency Planning/Homeland Security

- On February 15, 2016, The Department met with City officials, the Army Corp of Engineers and members of Senator Murkowski's delegation to discuss concern following the release of the Donlin Gold Environmental Impact Statement (EIS). Concerns raised by the Department were primarily focused on Haz-Mat, Fire and Spill response. Comments for review will be submitted to Administration for inclusion in the City's official response to the EIS.
- The Department is working with local businesses, commercial and industrial property owners to develop fire emergency plans.
- Firefighters are conducting address and map checks. Street signs and house numbers needing replacement or updating will be brought to Planning and Road Maintenance

Training

- On 02/02/16 at 7:00 p.m. an EMT Meeting was held at the station where responders reviewed respiratory emergencies, assessments, and intervention with practice scenario drills.
- On 02/11/16 at 7:00 p.m. a Fire Meeting was held at the station where responders reviewed using techniques and procedures to conduct firefighter rescue and mayday with practical scenarios.
- On 02/16/16 at 7:00 p.m. an EMT Meeting was held at the station where responders reviewed pediatric assessments and the utilization of Broselow Tape to properly identify the correct sizes of equipment and dosages of emergency medications for these patients. EMT's conducted practice scenarios.
- On 02/25/16 at 7:00 p.m. a Fire Meeting was held at the station where responders reviewed how to conserve breathing air while wearing a self-contained breathing apparatus and operating with moderate to heavy workloads. Firefighters participated in an obstacle course consisting of multiple strenuous and repetitive task stations until their low-air alarm sounded in an effort to establish a baseline amount of time for each responder's usable breathing air during fire suppression and rescue operations.
- Captain Solesbee is coordinating with the Firefighter-1 students who need refresher training in order to take the State of Alaska Firefighter-1 and Hazardous Materials Awareness/Operations written examinations.

Responses

- The Bethel Fire Department responded to 92 EMS and 9 Fire incidents during the month of February.

- On 02-01-16 at 6:23 p.m. medics responded to Sixth Avenue for the report of an intoxicated person who was holding their stomach, screaming. The patient was assessed by medics, but was combative. The patient was transported to the YKHC Sobering Center by the Bethel Police Department Community Service Patrol.
- On 02-02-16 at 10:13 a.m. medics responded to the area of Jacob's Way for the report of a person unresponsive and not breathing. Upon arrival, medics found a person who was deceased. The scene was turned over to the Bethel Police Department for an investigation.
- On 02-16-16 at 8:50 p.m. firefighters responded to the area of Front Street for the report of smoke coming from a building. Upon arrival, firefighters observed the Bethel Port Office building emitting smoke and flames. Firefighters extinguished the fire and returned to quarters. The cause of the fire undetermined, foul play is not suspected.
- On 02-18-16 at 1:49 p.m. medics responded to the Blackberry Drive for the report of a person who was not breathing. Upon arrival, medics found a deceased patient. The scene was turned over to the Bethel Police Department.
- On 02-21-16 at 11:30 a.m. firefighters responded to Kusko Court for a report of a lift station smoking. Upon arrival Fire Officers found an electrical fire forming in the wall of a house near the lift station. Firefighters withdrew and called AVEC to disconnect power to the residence. Once power was removed firefighters extinguished the fire. The cause is under investigation.
- On 02-18-16 at 4:50 p.m. firefighters responded to Sixth Avenue for the report of a structure fire. Upon arrival, firefighters observed smoke and flames emitting from an abandoned home. Firefighters extinguished the fire. The cause is under investigation.
- On 02-23-16 at 3:58 p.m. medics responded to the area of Akakeek Street and Delapp Drive for the report of a motor vehicle vs. pedestrian accident. The patient was assessed and transported to the hospital with non-life-threatening injuries.
- On 02-25-16 at 8:12 a.m. firefighters responded to Hanger Lake Road for the report of a vehicle fire. Upon arrival, firefighters found an SUV fully involved in fire. Firefighters quickly contained the blaze. Bethel Police Officers have identified a suspect in this case and are planning on filing charges.

Vehicles & Equipment

- Due to short staffing in the V&E department approved use of a private sector mechanic to complete repairs to Department vehicles. Time and materials to restore both department ambulances to a safe and functional condition totaled \$6918.00. The Fire Department vehicle repair budget is almost depleted due to this expenditure.
- A work order has been put in to V&E to repair stuck valves and leaking pump packing's on E-3.

Budget/Financial

- With 66% of the budget year elapsed the Department is at:
 - 84% of FLSA overtime
 - 101% of callback overtime
 - 142% of leave cash-out
 - 126% of insurance
- Record call volume in 2015 and the new three hour minimum callback have contributed to overages in FLSA and Callback overtime. Additionally, with only one person on two of three shifts, as we train new employees, coverage for employee leave must be done using FLSA overtime. Additional employees and fewer in training should reduce the Department's dependence on overtime. We will discuss options with Administration and Finance.
- Unanticipated costs for Ladder Truck testing and asbestos training following the Kilbuck Fire is a point of concern. These costs were submitted to Administration with the intent of securing reimbursement from the School District's insurance company. Costs, if not reimbursed, will be applied to our purchased services account.

Grants

- The Department has begun the application process to the FEMA 2015 Staffing for Adequate Fire and Emergency Response (SAFER) grant. We seek to hire as many as four additional firefighters to comply with NFPA 1720 requirement that mandates a minimum initial response of 4 fire fighters for a first arriving fire engine. This grant has a two year performance period and no match or retention requirement. A Council resolution supporting this project is being placed in the March 8th council packet. The application is due March 25th.
- The Department is applying for funding through the 2015 FEMA Assistance to Firefighters Grant Program. We seek funding to replaces aged turnout gear and fire hose. This application was submitted on time. The project requested is budgeted at est. \$130,000 and requires a 5% match. Funding announcements are normally made in September of the following year.

- FEMA Assistance to Firefighters Grant for Self Contained Breathing Apparatus. Is complete. All goals and objectives of the project were met. Final closeout reports will be submitted when available to file.
- The Department has identified funding opportunities for federal fire prevention grants expected to open in April of 2016. The Department will seek to hire a consultant to assist with development of a comprehensive emergency planning and annual inspections program.
- Final Purchases are being made with excess funds under the Alaska Volunteer Fire Assistance (VFA) grant program. We will file close out reports once purchases are complete.
- The Department in coordination with the Grants Manager, Police Chief and Port Director has applied for funding of: portable radios, compressed air foam fire extinguishers for police and fire vehicles, security camera systems for City buildings and light plants for the Port through the 2016 Homeland Security grant. Total funding requested is approximately \$430,000.

Staffing/recruitment

- All positions are filled minus our FY 15 defunded FF/EMT position.
- The Department has several qualified applicants in the event of vacancies.

Recommendation to City Council

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

| | |
|--|----------------------------------|
| Committee/Commission: Public Safety and Transportation Commission | Chair: Joan Dewey |
| Date Submitted: | Council Rep: Chuck Herman |

Issue:

The Public Safety and Transportation Commission believe the Fire Department is understaffed for mid- and long-term needs. The Department has the following seven full-time career positions identified in the FY 2016 Budget: Fire Chief, Fire Captain, four Firefighter/EMTs, and one Firefighter/EMT position that was defunded in FY 2015. Thus, only six career positions are currently funded and filled.

Current staffing levels require firefighters to cover shifts on overtime whenever another employee is on leave or cannot find volunteers.

The Fire Captain must work days part-time in addition to the 24-hour Kelly Shift to meet the operational and administrative demands of the Department and community. The staff members and volunteers are being stretched thin to cover the demands of the ever-increasing amounts of mandatory requirements, standards compliance, fire and EMS responses, fire investigations, and daily equipment, vehicle, and station maintenance duties.

In 2015, the Fire Department experienced its highest EMS response call volume in two decades; 1,182 calls for service. This is an increase of 45% (370) over 2008 levels. When considering alcohol-related call volume from 2008 (282) to 2015 (603), these calls for service have increased by 113% (321). This rise in call volume caused an increase in the payout of call-out overtime and standby pay to our staff members who are “called-out” to respond to calls while they are off-duty. The Bethel Police Department’s Community Service Patrol, an outstanding program, has not reduced alcohol related call volume. In fact, EMS responses to alcohol related incidents have increased dramatically since the inception of the CSP program in 2011.

Though staffed at 1990s level, the department has experienced its highest call volume in over two decades. The department anticipates and is planning for a surge of alcohol related responses when alcohol package stores open in the spring/summer of 2016. The department believes that there is a strong correlation between alcohol access and alcohol related call volume.

Recommendation:

The Public safety and transportation committee recommends that the Bethel City Council fund two new Firefighter EMT positions immediately as a modification to the FY 2016 Budget, the defunded (FY 2015) Firefighter EMT position and one additional Firefighter EMT position.

Two additional positions will provide two career Firefighter EMTs per shift. Further, this staffing enhancement would allow the Fire Chief to place the Fire Captain position on day shift, so that he can better manage training, compliance requirements, community inspections, and planning.

The commission believes there would be an immediate cost savings in the FLSA and Callback overtime budgets to help offset the expenditure of the added employees. The Commission believes that overtime savings in the Fire department and future revenues anticipated from legal alcohol sales will provide sufficient funding to cover the cost of the recommended positions for the balance of FY 2016. The addition of two additional firefighters and a day-shift Fire Captain, will immediately improve public safety in Bethel. The Department has qualified applicants ready to hire, when authorized.

February 18, 2016

Hon. Richard Robb, Mayor
City of Bethel, AK
300 State Highway
PO Box 1388
Bethel, AK 99559

Good day Mayor Robb:

Please allow me to express my gratitude to the City of Bethel, members of Bethel Fire Dept, and especially Fire Chief Bill Howell and Fire Captain Daron Solesbee regarding a Leadership Training Session which I facilitated at the fire station, on the weekend of Feb. 13 and 14, 2016. Naturally being held on the weekend required all attendees to sacrifice normal weekend family related activities.

This class was granted under policies of the U.S. Fire Administration, in conjunction with Alaska State Fire Training, and it was through the efforts of these two Bethel Fire Officers that it was presented at your city. Just securing this class in your jurisdiction took a lot of competitive work, including research, filing of paperwork and cooperation with other state fire agencies, on the part of Chief Howell and Fire Captain Solesbee.

Over many years of facilitating such classes I have seen varying levels of cooperation with staff and class participants. Bethel Fire excelled in these areas. Capt. Solesbee and I were in frequent contact to insure all necessary pre-class preparations were on track and in place. Chief Howell insured that the facility and daily considerations were attended to in a timely manner. The student participants followed their leaders example by being on task and on time, always engaging in active participation.

Routine station activities were handled before or after class or on class breaks. Emergency responses were covered with a minimum of class disruption, and a willingness to remediate any information needed. All mandated materials were covered, with interesting discussions and positive attitudes by all.

In closing I was very impressed by the attention to preparation, the courtesy extended to me and the professionalism displayed by all who attended this challenging course. Consequentially all passed the final exam, and a few had a perfect score, outstanding!

Please extend these comments to your city government members as well as the entire Bethel Fire Dept. and their leadership cadre, for a job well done and a successful training experience.

Sincerely,



Joseph Doherty, NFA Contract Instructor
Emeritus Professor, Fire Officer.

c: Fire Chief Howell,
Fire Capt. Solesbee

To: Ann Capela, City Manager
From: Ted Meyer, Planner
Subject: February 2016 Activity Report
Date: March 1, 2016



Site Plan Permit

Currently working with the Planning Tech to strengthen the mapping needs section contained in the Site Plan Permit Application.

Conditional Use Permit

Coordinated with Fili's to come up with a parking plan for presentation at the Feb 23 City Council meeting.

Hospital Extension Project

Met with Diana Latham and other staff from YKHC on Feb 3, 2016. They laid out the project for me with explanation of the various phases. Site work and pilings are planned for this summer. They'll use the new Site Permit Application we are developing.

GCI Property Lease with City at Watson Corner

Received and commented on the As-built Survey from McClintock Land Associates and forwarded to City Manager.

Code Amendment

Developed a draft ordinance to amend the BMC by designating which City Zoning Districts allow alcohol sales (and requiring a Conditional Use Permit). This amendment will be presented at the March 10 Planning Commission meeting for recommendation to the City Council.

Mapping

Contacted WHPacific (Engineering Firm) to get digital copies of the Bethel Grid Map project (with elevations) that they performed in 2003. An earlier version of these same grid maps (with exact same coverage) were used as a base for the original Bethel Zoning maps developed in 1990 by another firm (a total of 13 maps). I'll get a quote from WHPacific to overlay the current Zoning Map coverage over the 2003 Grid base maps to make one computerized map. The Larson and Kasayuli Subdivisions will also be added. I'll also ask for a quote to develop an interactive computer application that would allow planning staff to update the map with rezonings.

City Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

March 22, 2016 Regular City Council Meeting

Electronic Cemetery Records

After a full year of data entry, the electronic cemetery module is complete and up to date with all of the Bethel Memorial Cemetery Information. We will begin to scan the records in as support to the electronic files and update the fields with payment information.

Research/Document Preparation

- Provided assistance to the PRHATC Committee with document preparation, AM 15, 16 and 17.
- The Office is researching by mail elections.
- When time permits, the Office is working through the City owned property transfers/leases with the hope to get a comprehensive outline of City owned land.
- Budget preparation is in process. Some items of interest for the Council to consider in the City Clerk's budget will be the purchase of City owned Election equipment. The Office has been using the State's outdated equipment for many years which has become concerning. Not only does the equipment and software often breakdown, leaving the City Clerk scrambling during an election to correct the issues, it requires the City ballots to be placed in boxes on the day of election rather than being scanned directly into the ballot reader. While time is always of the essence when it comes to the close out of the election, the City Clerk's Office's utmost concern is maintaining the integrity of the City Election. Over the years, there have been many voters unhappy with their City ballot not being scanned at the time of voting. The self reliance and the integrity of the election can be improved with our own equipment. This equipment can also be used if the Council decides to adopt a by-mail election process.
- The Office is attempting to keep up on the State Legislative Session-there is a lot happening in Juneau.
- In response to the Transit Committees inability to hold a meeting due to lack of a quorum, the Office has left a message with Mr. Peltola, ONC, inquiring about their continued participation with the Non-Standing Committee. If ONC is no longer able to participate on the Committee, the Office will prepare for Council's consideration a rollover of the duties into the Public Safety and Transportation Commission.

Support to Other Departments

In addition to the day-to-day support to the Administrative staff, the City Clerk's Office is Assisting the Planning Department with some updates to their forms and assisting the Finance Department with data entry for PC Billing.

The City Clerk is preparing a Public Request for Information procedure for Administration which will have a corresponding policy. The Council may see some Code amendments following the drafting of the policy. The Office is also considering training for the staff on Public Records.

Passports

Passport processing continues to take up a lot of the time in the office processing up to twelve per week. With the City Clerk being the only passport agent for the Region, the City may want to consider identifying someone else within the organization to act as backup in the case the City Clerk is out of the Office; the City had two agents up until two-three years ago.

Committee/Commissions

- Two letters of resignations have been submitted to the Clerk's Office, one from the Finance Committee and one from the Public Works Committee. Once the Committee approves these vacancies, the Office will provide public notice of the vacancies.
- The City's website is still being under utilized by many of the Committee/Commission recorders; the Office has requested for the last two years that all packet material be provided on the website at the time the agenda is posted-this is still not being accomplished by some. The Office will continue to work with Administration until this is the routine process for all public meetings.

Executive Session

Additional Information
